

IN THE SUPREME COURT OF THE STATE OF NEVADA

ANN COLEMAN, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,

vs.

ANACOLE HOLDINGS, LLC, A
NEVADA LIMITED LIABILITY
COMPANY; AND CAROLINE'S COURT,
LLC, A NEVADA LIMITED LIABILITY
COMPANY,
Respondents.

No. 48994

FILED

JUL 24 2008

TRACIE L. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court cross motion for summary judgment in a real property contract action and a post-judgment order awarding attorney fees, costs, and pre-judgment interest. Eighth Judicial District Court, Clark County; J. Charles Thompson, Judge.

The parties are familiar with the facts, and we do not recount them here except as pertinent to our disposition.

In this appeal, we consider whether the district court erred in granting respondent Caroline's Court, LLC's cross-motion for summary judgment. Summary judgment is reviewed de novo and is properly granted when there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law.¹ The evidence must be construed in a light most favorable to the non-moving party.² But once the

¹Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005).

²Id.

movant has properly supported the summary judgment motion, the non-moving party may not rest upon general allegations and conclusions and must instead set forth, by affidavit or otherwise, specific facts demonstrating the existence of a genuine issue of material fact for trial to avoid summary judgment.³

The challenge in this appeal is a rather straightforward issue of contract interpretation.⁴ Generally, the issue is whether the terms of the parties' agreements entitle Caroline's Court to disapprove special assessments levied after September 9, 2005.

Here, the addendum to the parties' agreement provided that it was Ann Coleman's duty to deliver title subject only to the exceptions listed in the preliminary title report and either approved or disapproved prior to September 9, 2005. In accordance with these terms, Caroline's Court reviewed the preliminary title report, dated August 17, 2005. The report provided that the property was free of any special assessments. Accordingly, Caroline's Court approved the condition of title on September 9, 2005.

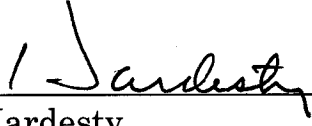
The parties' addendum also provided that "fee title to the Property shall be delivered to [Caroline's Court] free from all financing encumbrances and other monetary liens, other than ... special assessments which shall be prorated at the Closing." After Caroline's Court approved the condition of title on September 9, 2005, and prior to

³Id. at 731, 121 P.3d at 1030-31; NRCP 56(e).

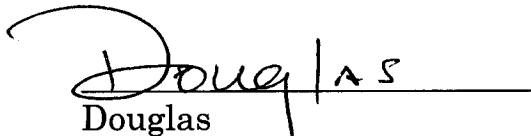
⁴See May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005) ("Contract interpretation is subject to a de novo standard of review.").

the expected closing date, the City of North Las Vegas levied two special assessments against the property. According to the terms of the agreement, it was Ann Coleman's duty as the seller to either cure or prorate these special assessments at closing. Therefore, we affirm the district court's order granting Caroline's Court's cross-motion for summary judgment.⁵ Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Hardesty


_____, J.
Parraguirre


_____, J.
Douglas

cc: Chief Judge, Eighth Judicial District
Hon. J. Charles Thompson, Senior Judge
William F. Buchanan, Settlement Judge
Brownstein Hyatt Farber Schreck, LLP
Kummer Kaempfer Bonner Renshaw & Ferrario/Las Vegas
Eighth District Court Clerk

⁵Ann Coleman additionally argues that the district court's order awarding Caroline's Court attorney fees, costs and interest was an abuse of discretion. While we affirm the district court's grant of summary judgment, we conclude that the district court did not abuse its discretion in awarding attorney fees. Beattie v. Thomas, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983).