



IN THE SUPREME COURT OF THE STATE OF NEVADA

MIDTOWN 44, A NEVADA
CORPORATION AND THE PEPPER
GROUP NEVADA, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellants,
vs.
GEORGE E. LORTON, A MARRIED
MAN,
Respondent.

No. 90281

ORDER OF REVERSAL AND REMAND

This is an appeal from a final judgment in a real property matter involving quiet title for an easement. Second Judicial District Court, Washoe County; Hon. Connie J. Steinheimer, Judge.

Joseph Larralde owned abutting parcels of property (“Parcel A” and “Parcel B”). In 1997, Larralde sold respondent George E. Lorton Parcel B. Along with the purchase of Parcel B, Lorton claims that Larralde granted him an easement for parking over part of Parcel A’s driveway. Although no parking easement for Parcel A was recorded in Lorton’s deed, Lorton parked various vehicles on Parcel A continuously for more than twenty years. Lorton’s alleged easement over the Disputed Area was also purportedly recognized by the subsequent owner of Parcel A, the Dowain Swain Living Trust. Specifically, the trustees, Dowain Swain and Kathryn Burke, believed that Lorton had an easement for parking on the Disputed Area.

In 2022, appellants Midtown 44 and The Pepper Group Nevada (collectively, “Pepper Group”) purchased Parcel A. Pepper Group learned of Lorton’s easement claim before purchasing Parcel A from Burke but closed on the property anyway. After Pepper Group obtained Parcel A, Lorton filed a

complaint for declaratory relief and quiet title for his alleged easement over part of the parking area of Parcel A.

After a bench trial, the district court found an easement by intended but imperfectly created servitude and determined that Lorton had obtained a perpetual, exclusive easement over the disputed area of Parcel A. As a result, the district court entered final judgment in favor of Lorton. Pepper Group raises three issues on appeal: whether the district court erred in finding a comprehensive prescriptive easement; whether the district court erred in applying the Restatement (Third) of Property: Servitudes to conclude that Lorton had a prescriptive easement; whether the district court erred in allowing certain evidence in contrary to the Statute of Frauds and the parole evidence rule.

The district court erred when it determined that Lorton had a comprehensive prescriptive easement

Pepper Group argues that the district court erred by finding that Lorton had obtained a perpetual, exclusive prescriptive easement over the disputed property. According to Pepper Group, the district court effectively recognized a comprehensive prescriptive easement, which is generally not permitted under Nevada law.

An easement is comprehensive if it “results in the owner of the servient estate being completely excluded from the subject property.” *Jones v. Ghadiri*, 140 Nev. 246, 250, 546 P.3d 831, 835 (2024). The district court described Lorton’s easement over the Parcel A parking area as “a perpetual, exclusive easement for ingress, egress, and parking purposes.”

Given that the purported easement gives Lorton the exclusive right to park in the portion of Parcel A and may exclude Pepper Group, we agree that Lorton was granted a comprehensive prescriptive easement. But comprehensive prescriptive easements are only permitted in Nevada under

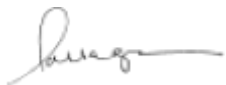
“exceptional circumstances.” *Id.* 140 Nev. at 252, 546 P.3d at 837. For example, this court has recognized that a de minimus encroachment on another’s property by a structure is an exceptional circumstance warranting a comprehensive easement. *See id.* The district court here did not recognize any exceptional circumstances and, based on the record, Lorton has failed to demonstrate any exceptional circumstances warranting a comprehensive prescriptive easement. Absent such circumstances, the district court erred in concluding that Lorton obtained an exclusive, or comprehensive, easement.

Because a comprehensive prescriptive easement is not permitted under Nevada law absent exceptional circumstances not presented by this case, we reverse the district court. Because we grant relief on this basis, we need not reach any of Pepper Club’s remaining claims. Accordingly, we

ORDER the judgment of the district court REVERSED AND REMANDED to enter an amended judgment consistent with this order.



Pickering, J.



Parraguirre, J.



Bell, J.

cc: Law Offices of Thomas J. Hall
The Wright Law Group, P.C.
Connie J. Steinheimer, District Judge
Debbie Leonard, Settlement Judge
Second Judicial District Court Clerk