STATE OF MICHIGAN

COURT OF APPEALS

METROPOULOS FAMILY LIMITED PARTNERSHIP, Plaintiff-Appellant, v DONALD EUGENIO, LEONNA EUGENIO, NATIONAL CITY BANK, JOHN S. RICHARDSON and FRANCES RICHARDSON, Defendants-Appellees.	UNPUBLISHED October 12, 2010 No. 293361 Wayne Circuit Court LC No. 04-422593-CH

Before: ZAHRA, P.J., and TALBOT and METER, JJ.

PER CURIAM.

The Metropoulos Family Limited Partnership (Metropoulos) challenges the trial court's finding of no cause of action in this property dispute regarding an alleged easement. We affirm.

To clarify the background and history of this matter, we note that this case involves four contiguous parcels of land. The individual parcels are known and identified as W-1, W-2, X-1 and X-2. Current ownership of the properties is as follows: (a) Parcels W-1 and W-2 are owned by Metropoulos; (b) Parcel X-1 is owned by the Donald and Leonna Eugenio; (c) Parcel X-2 is owned by John and Francis Richardson. The two parcels owned by Metropoulos (W-1 and W-2) are adjacent to each other and parcel W-2 is contiguous to the west side of the Eugenios' parcel (X-1). The Richardsons' parcel (X-2) is adjacent and contiguous to the east side of the Eugenios' property (X-1). The disputed easement runs along the southern side of the Richardson and Eugenio parcels (X-1 and X-2).[1] Because the Richardson property (X-2) abuts Lake Shore Drive, the Metropoulos parcels (W-1 and W-2) would gain access to this roadway if the easement exists and is enforceable. We note that the Metropoulos parcels (W-1 and W-2) are not land-locked without access to this easement, as they have an outlet to Oldbrook Road.

[1] The alleged easement is approximately 45 feet in width and 220.87 feet in length across the Richardson parcel (X-2) and 100 feet in length over the Eugenio parcel (X-1).

Metropoulos contends that the trial court erred in concluding that they failed to establish the existence of the alleged easement. We review findings of fact for clear error and conclusions of law de novo following a bench trial.[2] "A finding of fact is clearly erroneous when, although there is evidence to support it, the reviewing court is left with a definite and firm conviction that a mistake has been made."[3] Deference is given to the trial court's special opportunity to view witnesses, and thereby to judge their credibility.[4]

On January 6, 1954, the Woodhouse Land Company owned the parcel designated as X-1 and deeded parcel X-2 to the Gralewskis, "*subject to [an] easement for roadway purposes in favor of adjoining owners*," over a southerly portion of the X-2 parcel. Contrary to the position taken by Metropoulos in this lawsuit, this earlier conveyance could not have created an easement in favor of parcels W-1 and W-2 because, at this point in time, the Woodhouse Land Company did not own parcels W-1 and W-2; they were owned by members of the Woodhouse family.

Citing relevant case law, the trial court correctly determined:

> An easement may not be reserved in favor of a stranger to a deed or grant.[5] At the time a parcel of property is conveyed by its owner, the owner may [only] reserve an easement over it or for the benefit of other property he owns.[6]

Consistent with the reasoning of the cases cited by the trial court, because members of the Woodhouse family owned parcels W-1 and W-2 in 1954, the Woodhouse Land Company could not, in conveying the X-2 parcel, reserve an easement in favor of parcels W-1 and W-2.[7] At most, the 1954 conveyance of the X-2 parcel to the Gralewskis created an easement over the X-2 parcel in favor of the X-1 parcel.

There exists further support for the trial court's ruling. At trial, the expert retained by Metropoulos testified regarding the chain of title and stated that the term "adjoining owners" was restricted to mean only those properties directly adjacent or abutting the conveyed property, which in this instance can only refer to parcel X-1 and not parcels W-1 and W-2. The trial court obviously gave credence to this testimony, and correctly found, in accordance with the theory posited by Metropoulos' expert, that the 1954 conveyance to the Gralewskis did not create an easement in favor of parcels W-1 and W-2.

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[2] *Heritage Resources, Inc v Caterpillar Fin Servs Corp*, 284 Mich App 617, 631; 774 NW2d 332 (2009).

[3] *Id*. at 631-632.

[4] MCR 2.613(C).

[5] *Choals v Plummer*, 353 Mich 64, 71; 90 NW2d 851] (1958).

[6] *Chapdelaine v Sochocki*, 247 Mich App 167; 635 NW2d 339 (2001).

[7] *Choals*, 353 Mich at 71.

Metropoulos also contends that the trial court incorrectly applied the doctrine of merger to the situation where the Stringaris, who previously owned parcel X-1, deeded back that parcel in 1953 to the Woodhouse Land Company. Under the doctrine of merger, when an owner of a servient estate obtains title to the dominant estate, the title to the parcel merges with the easement, which is extinguished.[8] Specifically:

> To assume the existence of an easement appurtenant to land there must be presupposed two tracts of land in separate ownership, a dominant and servient tenement. If the two tracts come into common ownership they cannot continue to be dominant and servient, and the easement appurtenant ceases to exist because, though the privileges of use once authorized by it still exist, they are no longer incidental to the ownership of the dominant tenement but have become incidents of the ownership of what was formerly the servient tenement. By virtue of such ownership, the uses which were authorized by the easement may still be made, but the easement, as such, is extinguished and any corresponding easement existing after a severance of ownership must exist by virtue of a new creation upon or subsequent to severance.[9]

Based on the history of these parcels, when the Stringaris deeded back parcel X-1 to the Woodhouse Land Company, the Company did not have ownership of parcels W-1 and W-2, which comprised the dominant estates. Contrary to the trial court's finding, because the Woodhouse Land Company did not acquire both the dominant and servient estates, no merger could have occurred.[10]

Despite the error in the trial court's reasoning pertaining to merger, we uphold its ultimate ruling based on a different reason.[11] The 1953 land contract could not have reserved an easement over parcels W-1 and W-2, in favor of parcel X-1, because the Woodhouse Land Company as the vendor under the land contract did not own parcels W-1 and W-2. The Woodhouse family owned them. Because a conveyance cannot grant an easement to a stranger to the transaction[12], the 1953 Stringaris land contract could not convey an easement to the Woodhouse family.[13] In other words, the 1953 land contract could not create an easement over parcel X-1 in favor of parcels W-1 and W-2.

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[8] *Odoi v White*, 342 Mich 573, 575-576; 70 NW2d 709 (1955).

[9] Restatement (First) of Property, § 497, p 3062.

[10] *Odoi*, 342 Mich at 575-576.

[11] This Court will not reverse where the trial court reaches the right result for the wrong reason. *Fisher v Blankenship*, 286 Mich App 54, 70; 777 NW2d 469 (2009).

[12] *Choals*, 353 Mich at 71.

[13] *Id*.

Because Metropoulos failed to prove the existence of the alleged easement, the remaining issues regarding abandonment and adverse possession are rendered moot and need not be addressed by this Court.[14]

Affirmed.

/s/ Brian K. Zahra
/s/ Michael J. Talbot
/s/ Patrick M. Meter

[14] *Ewing v Bolden*, 194 Mich App 95, 104; 486 NW2d 96 (1992).