STATE OF MICHIGAN

COURT OF APPEALS

RIVERVIEW PLAZA ASSOCIATION, INC.,

Plaintiff-Appellee,

V

WILLIAM BEIER,

Defendant-Appellant.

UNPUBLISHED
December 4, 2001

No. 224936
St. Clair Circuit Court
LC No. 98-001373-CZ

Before: Zahra, P.J., and Hood and Murphy, JJ.

PER CURIAM.

Defendant appeals as of right from a judgment for plaintiff entered after a bench trial. We affirm.

Defendant operates a law practice from a building he owns, which abuts a corner of a parking lot owned by plaintiff. Plaintiff brought this action to prevent defendant, his office personnel, and his clients from using its parking lot without paying for such use. Plaintiff also sought an injunction, requiring defendant to remove or maintain dilapidated signs affixed to his building.[1] The trial court issued an opinion and order, following a bench trial, permanently enjoining defendant from using plaintiff's parking lot. The order also required defendant to remove or adequately maintain the signs within ninety days.

On appeal, defendant argues that the trial court erred in finding the subject parking lot was not a public parking lot. Defendant provided no citation to legal authority in his brief on appeal to support this argument. A statement of position without supporting citation is insufficient to bring an issue before this Court. *Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998); *Silver Creek Twp v Corso*, 246 Mich App 94, 99; 631 NW2d 346 (2001); see MCR 7.212(C)(7). A party may not leave it to this Court to search for authority to sustain or reject its position. *Wilson, supra*. Therefore, defendant has failed to properly present this issue for our review and we decline to consider it. *Id*.

The record does not support defendant's further argument that he acquired an easement over the parking lot. "Prescriptive easements arise where a person uses, but does not possess, the

[1] Defendant brought a cross-claim; however, defendant does not challenge the trial court's dismissal of the cross-claim in this appeal.

land of another for a particular purpose without permission for 15 years." *Tolkdorf v Griffith*, 464 Mich 1, 4 n 2; 626 NW2d 163 (2001). The record in the present case establishes that defendant used the property, at most, for eleven years prior to plaintiff's filing of its complaint. There is no support for "tacking" defendant's predecessor's period of use, see *Killips v Mannisto*, 244 Mich App 256, 259; 624 NW2d 224 (2001), because the record indicates defendant's predecessor used plaintiff's lot with permission. Permissive use of property, regardless of the length of the use, will not result in an easement by prescription. *West Michigan Dock & Market Corp v Lakeland Investments*, 210 Mich App 505, 511; 534 NW2d 212 (1995). Defendant's argument that he acquired an implied easement by necessity fails because defendant's parcel is not landlocked. See *Tolksdorf, supra* at 10, and *Forge v Smith*, 458 Mich 198, 211 n 38; 580 NW2d 876 (1998).

Defendant's argument that the trial court erred when it did not allow him to testify as his own witness also lacks merit. Defendant has not presented legal support for this issue in his brief on appeal. *Wilson, supra*; see MCR 7.212(C)(7). Regardless, the record indicates that defendant stipulated to the evidence he intended to testify to and such evidence was introduced at trial in lieu of defendant's testimony. Under these circumstances, we do not find error. See *Weiss v Hodge (After Remand)*, 223 Mich App 620, 636; 567 NW2d 468 (1997).

We further reject defendant's argument that the trial court erred in ordering him to remove or repair the signs. Defendant has again failed to provide citation to legal authority to support his argument on appeal. *Wilson, supra*; see MCR 7.212(C)(7). Nevertheless, the uncontroverted evidence at trial suggested the signs adversely impacted surrounding landowners. Under these circumstances, we cannot conclude that the trial court's equitable decision to order defendant to remove or maintain the signs was erroneous.

Last, we find no merit to defendant's argument regarding his obligation to pay $100 per month to use the parking lot. The trial court did not order defendant to pay any such sum. With respect to defendant's use of the parking lot, the trial court ordered, in total:

> That Defendant's title to the property commonly known as 211 Vine Street does not include any rights of any kind to use the Association parking lot, and Defendant, his guests, invitees, licensees, employees, lessees, successors and/or assigns in title, are permanently enjoined and prohibited from such use and from going onto, over, under or across the land which currently serves as the Association's parking lot and is described as follows:
>
> > The East 30 feet of Lot 14 and all of Lot 15, except the North 45 feet the West 60 feet, lying South of lot 14 thereof, St. Clair Urban Renewal Replat No. 1 of part of P.C. 305.

Nowhere in the order did the trial court require payment of a monthly fee. A trial court speaks through its written orders. *People v Davie*, 225 Mich App 592, 600; 571 NW2d 229 (1997);

Mitchell v Cole, 196 Mich App 675, 683; 493 NW2d 427 (1992).[2] Therefore, defendant's argument in this regard fails.

Affirmed.

/s/ Brian K. Zahra
/s/ Harold Hood
/s/ William B. Murphy

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[2] We recognize that the trial court's opinion made reference to defendant's obligation to pay plaintiff for future use of the parking lot. The court's opinion, states, in part:

> [I]n the Real Estate Sales Agreement under which defendant's predecessors acquired Lot 14, the purchasers were obligated to make a monthly contribution of $100 to the Association as a share of the costs of the common areas. The terms and conditions of the Real Estate Sales Agreement are also binding upon defendant as a successor in interest . . . . Thus, the defendant is likewise obligated to make a monthly contribution to the Association as a share of the costs of the common areas.

However, the court's written order is silent with respect to any obligation to pay a monthly fee and, therefore, defendant has not been ordered to pay a fee. See *Davie, supra*, and *Mitchell, supra*.