UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0013

September Term, 2013

RODNEY SPARKS

v.

MICHAEL TRUMBULL, ET UX.

Zarnoch,
Graeff,
Moylan, Charles E., Jr.
(Retired, Specially Assigned),

JJ.

Opinion by Graeff, J.

Filed: December 5, 2014

This appeal arises from an ongoing dispute between neighbors, Rodney Sparks, appellant, and Michael and Nancy Trumbull, appellees, regarding an easement allowing the Trumbulls access to a well on Mr. Sparks' property. This well supplies water to the Trumbulls' residence.

In 2004, the Trumbulls filed a lawsuit in the Circuit Court for Frederick County, requesting a declaratory judgment that they are permitted to enter Mr. Sparks' property to maintain the well. In 2005, the parties entered into an agreement, which was incorporated into a consent order, whereby Mr. Sparks agreed to allow the Trumbulls and their agents to enter his property to maintain the well as long as they gave him proper notice. A party violating the order was subject to contempt proceedings.

In 2011, Mr. Sparks filed a petition for contempt, alleging that the Trumbulls violated the consent order. The court denied Mr. Sparks' petition. This Court, in an unreported opinion, *Sparks v. Trumbull, et ux.*, No. 135, Sept. Term, 2011 (filed Aug. 8, 2012), reversed and remanded for the circuit court to hold a hearing on the petition.

On February 5, 2013, the circuit court held a hearing on Mr. Sparks' petition for contempt. At the conclusion of the hearing, the court issued the order that is the subject of this appeal, denying Mr. Sparks' motion for contempt and granting the Trumbulls' motion to enforce the consent order.

On appeal, Mr. Sparks raises several issues for our review,[1] which we have consolidated and rephrased as follows:

1. Did the circuit court abuse its discretion in denying Mr. Sparks petition for contempt and granting the Trumbull's Motion to Enforce the Consent Order?

2. Did the circuit court abuse its discretion in excluding a videotape offered by Mr. Sparks?

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[1] Mr. Sparks presents the following questions:

1. Did the [circuit court] rule on personal feelings and not as to the facts and the law?
2. Did Mr. Sparks have items stored in easement path?
3. Did Mr. Sparks give the key to locks on gates to Easterday [W]ell Co.?
4. Did Mr. Trumball [sic] give timely notice or even a notice that chemicals had been added to the well?
5. Did Mr. and Mrs. Trumbull trespass outside the easement area and violate the no trespass order of 3-1-1996?
6. Did [the circuit court] unjustly criticize [Mr. Sparks] for having [his] daughter of 19 years and 5 months, testify to the events of January 29, 2011?
7. Was the main driveway entrance gate damaged by Easterday Well Co.?
8. Did the Trumballs [sic] have the right to use the main drive entrance in place of the ten foot wide easement gate?
9. Did the Trumbulls well company truck block the drive as shown in the photo?
10. Should the security video of Mr. Trumbull and helper clearing the easement path be shown, proving that Mr. Trumbull knew where the easement was?
11. Should the [court have] encouraged the Trumbull lawyer to object to the video?
12. Considering the evidence of Mr. Trumbull not following the consent order, is the judgment of $1500.00 appropriate?

3. Did the circuit court err in ordering Mr. Sparks to pay $1,500 to the Trumbulls, pursuant to the terms of the consent order, as reimbursement for counsel fees?

For the reasons set forth below, we shall affirm the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

In our prior opinion, we set forth the facts leading to the petition for contempt, as follows:

> The Trumbulls purchased their residence in 1994 pursuant to a deed that included an easement across a neighboring lot for a water well and water line. At the same time, they entered into an "Agreement for Well Maintenance" with the owner of the neighboring lot. The agreement indicated that the Trumbulls were to continue to maintain the well and that they were responsible for maintenance and repair of the well pump and water line from the well to the Trumbulls' residence, as had been the custom in previous years. The agreement was recorded in the land records.
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> Some time thereafter, Sparks purchased the neighboring lot. It is apparent that the Trumbulls and Sparks are not the best of neighbors. According to the Trumbulls, in 1996, Sparks began interfering with their use of the easement by erecting a fence on the property line between the parties' lots, impeding the Trumbulls' access. Sparks painted sections of the fence facing the Trumbulls' residence red and placed "No Trespassing" signs on the painted sections. Then, in September of 2002, the Trumbulls were unable to draw water into their residence, and Sparks refused to allow them access to the well. When the Trumbulls hired a well servicing company to repair what turned out to be a minor electrical issue, Sparks allegedly threatened the workers. This prompted the Trumbulls to contact the police, who instructed Sparks to stay away from the Trumbulls and the workers while the well was repaired. Since that date, the Trumbulls complained that Sparks had interfered with the easement by placing large items against the fence where the easement ran and by operating bulldozers over and digging around the easement, with the intent to destroy the water line. Sparks also installed a closed-circuit camera directed at the easement. Moreover, Sparks allegedly stated, "I will put something down your well so that you can not [sic] drink the water or even bathe in it."

While the Trumbulls' counsel was preparing the complaint and corresponding with Sparks regarding the possibility of resolving the dispute, Sparks obtained a temporary peace order against Mr. Trumbull on May 5, 2004. In the temporary peace order, Sparks alleged that Mr. Trumbull had caused him serious bodily harm and trespassed on his property. Sparks renewed his allegations in a petition for a permanent peace order, which the District Court denied on May 14, 2004. Thereafter, the Trumbulls filed a complaint in the circuit court on May 20, 2004, seeking injunctive and declaratory judgment relief, in addition to damages for assault.

Prior to trial, the parties, both represented by counsel, agreed to settle the matter. They executed a consent order, which the circuit court signed on October 11, 2005. The order set forth the history of the parties' properties and the Trumbulls' easement over Sparks's property for their well. The order mandated that Sparks provide the Trumbulls access to the easement to repair and maintain the well and water lines, even if the well and water lines lie outside the defined "easement area." The Trumbulls would access the easement through a gate in Sparks's fence, with the gate being adjacent to the easement and at least five feet wide. The gate would be locked, but Sparks was to give a key[s] to the Trumbulls and their well servicing company.[2] If necessary, the Trumbulls or their agents could access the well through a larger gate to Sparks's driveway.

Sparks agreed to remove any materials that were stored on the easement and not to maintain any materials, build any structures, or plant any trees on the easement, so the Trumbulls may access their well. The Trumbulls agreed to return the easement area to its original condition by grading the area or planting grass if damage was sustained during well repairs.

If the Trumbulls or their agents needed to access the easement to maintain or repair the well or water lines, they would notify Sparks via certified mail and either facsimile or email. The notice would include the date and approximate time the well servicing company would enter the property. For non-emergency situations, the Trumbulls were to provide at least seven days notice. In emergencies, the Trumbulls could access the well at any time after calling Sparks on his cellular telephone and sending him an email. In

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[2] The Consent Order provided that a key to the locked fence gate, as well as keys for a driveway gate, would be provided to the Trumbulls.

either situation, the Trumbulls were to provide the date and approximate time of the entry.

Furthermore, the parties agreed that the Trumbulls and their agents would only access the sections of Sparks's property necessary to repair or maintain the well or water lines, which was likely the ten-foot-wide path from the fence gate to the well. The parties agreed that the Trumbulls would not disturb any existing trees if Sparks provided an accessible ten-foot-wide path, "clear and free of obstructions (natural or otherwise)" from the driveway to the well for service vehicles and equipment. The path from the driveway to the well need not necessarily be over the easement area, and the consent order specified a small birch tree that the Trumbulls could remove if necessary to access the well from the driveway.

Sparks agreed that he would not interfere with the Trumbulls or their agents while they accessed the easement and would not "otherwise obstruct, harass, [or] intimidate any persons there to repair or maintain the well or the water lines." The Trumbulls agreed to provide Sparks with copies of any work order, invoice, proposal, or estimate regarding repair or maintenance to the well or water lines, and Sparks would do the same if he added chemicals to his own well. Pursuant to the consent order, the Trumbulls dismissed their complaint with prejudice, the parties released each other from any existing claims, and Sparks paid a confidential settlement amount. The order was to be recorded in the land records "and have the same effect as a covenant running with the land."

Finally, the consent order stated:

> In the event the parties violate this Order, the violating party shall be subject to being held in contempt of Court. The prevailing party in any action regarding a violation of this Consent Order shall recover any expenses incurred, including reasonable attorney's fees.

On February 14, 2011, Sparks filed a document entitled "Contempt of Court" in the 2004 injunction case. Sparks alleged that on a Saturday, the Trumbulls and a crew from Easterday Well Drilling entered his property through a "new access route, wondering [sic] around [Sparks'] property and [his] well, even though [he] had directed them thru [sic] an email dated January 28, 2011 to say on the 10' access route which the [Trumbulls] had

> previously cleared and knew where it was." Sparks also alleged that his seventeen year old daughter was "verbally abus[ed] and attack[ed]" and blocked from leaving the property by the Trumbulls and their well servicing company. On February 16, 2011, the circuit court denied Sparks's request that it issue a show cause order, requiring the Trumbulls to demonstrate why they should not be held in contempt of the consent order.
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> On February 28, 2011, Sparks filed a "Request for Reconsideration of Show Cause Order," requesting that the circuit court reconsider its denial and further detailing the Trumbulls's "repeated[] ignor[ing]" of the consent order and "aggressive . . . threats against" him. On March 4, 2011, the circuit court denied Sparks's request for reconsideration, which the clerk entered on March 7, 2011. On April 5, 2011, Sparks filed an "Appeal the Denial of Request for Reconsideration of Show Cause Order."

(footnotes omitted).

Following this Court's reversal and remand, the circuit court held a hearing on Mr. Sparks' motion for contempt and the Trumbulls' motion to enforce the consent order. Monique Sparks, Mr. Sparks' teenage daughter, testified that Mr. Sparks' property had a "private property" sign posted in front of a gate locked with a deadbolt at the top of the driveway. She explained that Mr. Sparks kept the gate closed and locked "to keep our private property secure and safe."

On January 29, 2011, Mr. Sparks told Monique that workers from Easterday Well & Pump were coming to work on the well between 9:00 a.m. and 11:00 a.m. He did not tell Monique whether he had given anyone a key to the driveway gate, but Monique did not "believe that was part of the agreement for them." During the "allotted time," Monique was the only one home, and she periodically went to check to see if anyone was working on the well.

At approximately 3:30 p.m., when Monique attempted to leave the driveway to go to a basketball game, "there was this huge rig blocking the driveway." The rig was parked "way far past the right of way." She asked the workers what they were doing there, and they responded that they were servicing Mr. Trumbull's well. She asked them to move their truck, and they called Mr. Trumbull. Mr. Trumbull then came over "hollering and yelling," telling her that she was on his driveway, that she should drive over a snow bank to get out, and that she was crazy.

Eventually, the workers moved their truck, and Monique was able to get out of the driveway. She then watched the workers use Mr. Sparks' front gate "as their access onto our property." Monique testified that there was nothing blocking access to the easement that day, but the workers used Mr. Sparks' driveway to access the easement "[a]fter cutting the . . . chain" on the lock. She did not see the workers cut the chain.

Mr. Sparks testified that he gave Easterday a key to the locked driveway gate, as well as a key to the locked fence gate. He provided emails between the parties, including one from Mr. Trumbull notifying him that Easterday would be on the property between 9:00 a.m. and 11:00 a.m. on January 29. Mr. Sparks responded: "I have unlocked the access gate, and the boat is not blocking your 10 foot access route to your well. Please stay on the access route and do not wander around my property or I will consider this a breach of agreement." He stated that the email showed that he "did unlock the gait [sic] so they didn't have to worry about a key."

Mr. Sparks sought to introduce into evidence a videotape of Mr. Trumbull clearing brush from the property to prove that Mr. Trumbull knew "where the access was." The court sustained an objection to the evidence. Over objection, the court did allow Mr. Sparks to introduce various photographs purporting to depict the condition of the property, how the driveway gate looked when opened to show its measurements, and the easement's boundary lines. The photographs did not, however, depict snow on the ground.

The court asked Mr. Sparks to explain how Mr. Trumbull was in contempt. Mr. Sparks responded that Mr. Trumbull and Easterday prevented Monique from leaving the property, "assaulting" and "scaring" her, and Mr. Trumbull had damaged his gate and not stayed within the "ten-foot-wide" easement path. Mr. Sparks acknowledged that he had not unlocked the gate to the driveway, but he stated that he did not do so "'cause I knew that the gate opened up over 10 foot wide . . . . so there was not reason for them to come through the main gate.'" He agreed that on January 29 there was a lot of snow on the ground, but he stated that it was not his "responsibility to shovel the snow from there so he can open the gate." Mr. Sparks testified that he made sure the driveway gate opened wide enough so that Easterday could fit through to access the well.

Sandy Sandifer, Easterday's office manager, testified that Mr. Sparks did not provide Easterday with keys, either to the easement gate or to the driveway gate.

Lester Simmons, a service technician for Easterday, testified that, after the Trumbulls informed him that their well was not pumping water, he met with Mr. Trumbull at the

property. He determined that he would not be able to access the well with a truck through the easement gate due to snow, so he left. Mr. Trumbull called Mr. Sparks, and Mr. Simmons returned and proceeded through the driveway gate. Mr Simmons saw Mr. Sparks' daughter while he was servicing the well. She never asked him to move his truck, but after she told him that he was trespassing, he immediately moved his truck.

Mr. Trumbull testified that he called Mr. Sparks and advised him that Easterday was going to need to have access to the well through the main gate, as that was the only way Easterday could access the well with its equipment. Mr. Sparks responded that he was out of state and could not help him. Mr. Trumbull had no water, and he had no keys, so he cut the lock to the main gate to access the well. The gate was not damaged. Mr. Trumbull testified that he had been to the well only three times in eighteen years, and there were no markers indicating the exact location of the easement. He stated that Mr. Sparks did not comply with the consent order by, among other things, storing materials, including a boat, behind the fence and across the driveway, blocking access to the easement across the driveway. Over objection, he introduced photographs depicting the blocked easement access.

After hearing testimony and receiving evidence, the court ruled, in part, as follows:

> All right, we're here on two matters. We are here on Mr. Sparks' motion for contempt . . . . [and on Mr. Trumbull's motion to enforce the consent order].
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> I've read this court order and it seems very straight forward to me. "The Plaintiffs will access the easement through the gate in the Defendant's fence that is located adjacent to the easement, which such gate shall be at least five feet wide. This gate shall be locked, and a key to that lock shall be provided to the Plaintiffs' well servicing company. In the event that this gate

> is not wide enough to allow vehicles or equipment access . . . to the easement to perform repairs . . .” it’s not just wide enough, it’s equipment access, “ . . . to the easement to perform repairs and/or maintenance to the well and water line. The Plaintiffs may access the easement through the driveway main gate.”

The court found that there was no contempt by the Trumbulls of the court order, finding “that Mr. Trumb[u]ll’s family did not have water and needed access to the well to repair it.” The court found that the Trumbulls were entitled to access the easement through the gate, explaining:

> It’s further clear to me, from looking at the pictures, from looking at the condition of the snow, from looking at the trees in the way, I mean, I get it if you can just walk down there with a screwdriver, but if you have to take any equipment down there, it is obvious to me that there was, was a limitation of equipment access. It was limited. And, therefore, pursuant to this [c]ourt’s order, not agreement, order, order of this [c]ourt, the Plaintiffs’ may access that easement through the driveway main gate.
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> So, it’s obvious to this [c]ourt that there is not contempt.

The court further found that Mr. Sparks had not provided keys to Easterday, as required. It stated:

> I find the testimony of the representatives of Easterday to be credible. I don’t believe a key or two keys or only one key was provided to Easterday. . . . [O]ne reason I don’t is the email saying I unlocked the access gate. Shouldn’t have had to been unlocked. Easterday should have been able to walk up and unlock ‘em.
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> I believe the testimony of this gentleman, Mr. Lester . . . that when [Monique] came out he had . . . his assistant move the truck. I think we have very high emotions running here instead of . . . neighborly cooperation, which is what you would think is the right thing to do, but if nothing else legal compliance with a court order, not just an agreement, a court order.

> Now, Mr. Trumb[u]ll is here asking the [c]ourt to enforce that court order, and I believe it's necessary for . . . that court order be enforced. I do not believe Mr. Sparks has provided the keys, and I'm going to order him to do so within 10 days of today to Easterday. There will be keys to both the easement gate and the front gate.
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> I'm ordering . . . I believe that Mr. Sparks is obstructing the right of way, and I think he's failing to cooperate. I am ordering that . . . the easement . . . any obstructions . . . in that easement being removed immediately. That will be within 10 days also.

The court next addressed the issue of attorney's fees, noting that "the court ordered that if there had to be a court hearing because someone is violating this court order the prevailing party shall recover any expenses incurred, including reasonable . . . attorneys fees." In that regard, the court stated:

> I find that [Mr. Trumbull's counsel's] legal fees are . . . reasonable. I believe [that] Mr. Trumb[u]ll and his family have had to hire [counsel] to take care of this matter for them, and have incurred attorneys fees [of] approximately $1500 to include, well, probably I only took about two hours for this afternoon. There's probably a little more than that, at $250 an hour, which the [c]ourt finds to be fair and reasonable . . . therefore, I am ordering . . . Mr. Sparks to pay attorneys' fees in the amount of $1,500 to Mr. Trumb[u]ll.

After the court made its ruling, Mr. Sparks continued to argue that Mr. Trumbull had violated the agreement. The court responded: "I've made a finding, Mr. Sparks, I've made a finding. I think that you would be a happier man, and your family would be happier if you could put this behind you, and you could cooperate with your neighbors." In the course of the ensuing discussion, the court made the following comments:

> You need to put this behind you, sir, or you're going to make yourself miserable.

* * *

> You're going to make your neighbors miserable certainly. And you're making yourself and your beautiful child, you brought her in here to tell me this story.

* * *

> You ought to think, you need to look in the mirror and think about . . . doing that to your child.

Following the hearing, the court issued a written order, and made factual findings as follows:

> FOUND, that the parties entered into an agreement which was incorporated into a Consent Order of this Court . . . . It is further
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> FOUND, that the intention of the parties therein was that Trumbull would have access to Sparks' property for the purpose of servicing their well, via a Right of Way, as set forth therein, and if it was determined to be necessary to provide access for equipment to reach the well for the purpose of servicing their well, then via Sparks' driveway. It is further
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> FOUND, that the Right of Way and driveway are barred by gates, which are kept locked by Sparks. It is further
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> FOUND, that Sparks therein agreed to provide keys to the locks for each gate the to Trumbull's well servicing company, Easterday Well and Pump. It is further
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> FOUND, that Sparks therein agreed to keep the Right of Way clear of obstructions so that Trumbull or Easterday could reach the well. It is further
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> FOUND, that on January 28, 2011, Trumbull lost water for his family. Trumbull properly notified Sparks, consistent with the terms of the Court Order, of his intention to have Easterday service his well. It is further
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> FOUND, that Sparks violated the Consent Order by failing to provide keys to either gate to Easterday. If is further

FOUND, that on January 29, 2011, it was necessary for Easterday to have equipment at Trumbull's well site for the purpose of repairing the well and it was necessary that Easterday use Sparks driveway to bring that equipment to the well site. It is further

FOUND, that Sparks was notified by Trumbull of that fact by phone, and Sparks did not take reasonable steps consistent with the Consent Order to provide Easterday access via the driveway. It is further

FOUND, that neither Trumbull or Easterday unreasonably blocked Monique Sparks (Sparks' daughter)'s ability to leave the premises as alleged by Sparks. It is further

FOUND, that neither Trumbull nor Easterday assaulted Monique Sparks as alleged by Sparks. It is further

FOUND, that neither Trumbull nor Easterday damaged Sparks' gate. It is further

FOUND, that Trumbull provided Sparks information regarding the work done on the well. It is further

FOUND, that Sparks violated the Consent Order by failing to clear materials from the Right of Way. It is further

FOUND, that the Consent Order provides that the prevailing party in any litigation shall be awarded expenses and attorney's fees. It is further

FOUND, that it was necessary for Trumbull to engage counsel relating to these issues, and that the charges by counsel for Trumbull are fair and reasonable.

Based on these findings of fact, and for the reasons set forth in the [c]ourt's oral opinion at the conclusion of trial, it is

ORDERED, that Sparks' "Contempt of Court" seeking certain relief against Trumbull be and the same is hereby denied; and it is further

ORDERED, that Trumbull's Motion to Enforce is granted.

A) Sparks shall have 10 days from the date of this Order to provide keys to the gate to the right of way and the gate to the driveway, to Easterday.

B) Sparks shall have 10 days from the date of this Order to clear the Right of Way of all obstructions such as materials, boats or debris that would block reasonable access by Trumbull or Easterday. And it is further

ORDERED, that judgment is entered against Sparks in favor of Trumbull in the amount of $1,500 for reimbursement to Trumbull for counsel fees.

STANDARD OF REVIEW

When a case has been tried without a jury, "the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Md. Rule 8-131(c). "'A factual finding is clearly erroneous if there is no competent and material evidence in the record to support it.'" *Anderson v. Joseph*, 200 Md. App. 240, 249 (2011) (quoting *Hillsmere Shores Improvement Ass'n, Inc. v. Singleton*, 182 Md. App. 667, 690 (2008)). Under the clearly erroneous standard, "'we must consider the evidence in the light most favorable to the prevailing party and decide not whether the trial judge's conclusions of fact were correct, but only whether they were supported by a preponderance of the evidence.'" *City of Bowie v. MIE Props., Inc.*, 398 Md. 657, 676 (2007) (quoting *Colandrea v. Wilde Lake Cmty. Ass'n*, 361 Md. 371, 394 (2000)). With respect to legal conclusions, however, an appellate court "'must determine whether the lower court's conclusions are legally correct.'" *White v. Pines Cmty.*

Improvement Ass'n, Inc., 403 Md. 13, 31 (2008) (quoting *YIVO Institute for Jewish Research v. Zaleski*, 386 Md. 654, 662 (2005)).

DISCUSSION

I.

Contempt/Motion to Enforce Order

Mr. Sparks contends that this case involves "whether or not the consent order (agreement) of October 11, 2005, was followed or not by the Trumbulls." He argues that the circuit court erred when it "made [its] judgments based on [] feelings of how a neighbor should act rather than on evidence."

The Trumbulls argue that the court "did not err in denying Appellant's Petition for Contempt and granting Appellee's Motion to Enforce the Order." They assert that the court's "decision logically flows from its findings of facts and application of the law, and said decision has more than a reasonable relationship to the Order's stated objective to govern the parties through specific prescriptions and proscriptions."

Initially, we note that the argument portion of Mr. Spark's brief consists of 14 pages of "factual assertions," followed by his opinion that the court erred. Mr. Sparks cites no law to support his contentions of error. We could reject his contention on this ground alone. *See Ubom v. Suntrust Bank*, 198 Md. App. 278, 285 (2011) (Appellant "cited no case law in support of this assertion. On this basis alone, we could reject his contention."); *Conrad v. Gamble*, 183 Md. App. 539, 569 (2008) (declining to address issue because appellants'

argument was "completely devoid of legal authority") (citation omitted); *Marquis v. Marquis*, 175 Md. App. 734, 758 (2007) ("'It is not our function to seek out the law in support of a party's appellate contentions.'") (quoting *Sodergren v. Johns Hopkins Univ. Applied Physics Lab.*, 138 Md. App. 686, 707 (2001)); *Anderson v. Litzenberg*, 115 Md. App. 549, 577-78 (1997) (refusing to address argument because appellants failed to cite any legal authority to support their contention of error).

Nevertheless, we shall exercise our discretion to address his argument on the merits. As indicated, Ms. Sandifer, Easterday's office manager, testified that Mr. Sparks did not provide Easterday with keys, either to the easement gate or to the driveway. Mr. Simmons, a service technician for Easterday, testified that after the Trumbulls informed him that their well was not pumping water, he met with Mr. Trumbull at the property and determined that he would not be able to access the well with a truck through the easement gate due to snow, so he left. After Mr. Trumbull called Mr. Sparks, Mr. Simmons was able to return and to proceed through the driveway gate. Mr Simmons saw Mr. Sparks' daughter while he was servicing the well. He testified that she never asked him to move his truck, but after she told him that he was trespassing, he immediately moved his truck. Mr. Trumbull testified that he called Mr. Sparks and advised him that Easterday was going to need to have access to the well through the main gate, as that was the only way Easterday could access the well with its equipment. Mr. Sparks responded that he could not help. Mr. Trumbull had no water, and he had no keys, so he cut the lock to the main gate to access the well. He stated that neither

he, nor Easterday, damaged the gate. He stated that Mr. Sparks did not comply with the consent order by, among other things, storing materials, including a boat, behind the fence and across the driveway, blocking access to the easement across the driveway.

After hearing the testimony, the court, whose province it was to determine the credibility of witnesses and to make factual findings consistent with the evidence, found that the Trumbulls did not have water and needed access to the easement to repair the well. It found that Mr. Sparks had not provided keys to the gate, that he was obstructing the right-of-way with items, that the consent order allowed the Trumbulls to access the easement through the main gate, that when Mr. Sparks' daughter told Easterday that it was trespassing, it immediately moved its truck, and that, in order to access the easement with equipment, it was necessary to use the main gate. Based on our review of the record, the court had ample evidence before it to reach the conclusions that it did, and its findings were not clearly erroneous.

Mr. Sparks' challenges to the court's ruling are unavailing. To the extent that Mr. Sparks challenges the credibility of the Trumbulls' witnesses, that was a matter for the trial court, not the appellate court. *See Della Ratta v. Dyas*, 414 Md. 556, 583-84 (2010) ("'Weighing the credibility of witnesses and resolving any conflicts in the evidence are tasks proper for the fact finder.' . . . As an appellate court, we do not re-weigh the evidence, but rather determine whether sufficient evidence exists to support the trial court's judgment.")

(quoting *State v. Smith*, 374 Md. 527, 533-34 (2003)). As indicated, the court's factual findings here were supported by the evidence.

Mr. Sparks also argues that the court improperly made its judgment "based on [its] feelings of how a neighbor should act rather than on evidence." We are not persuaded.

To be sure, the court did make comments, listed *supra*, regarding its disappointment in Mr. Sparks' "un-neighborly responses" and lack of cooperation, stating that it believed Mr. Sparks "would be happier if [he] could put this behind" him. The court made clear, however, that the negative relationship between the parties was "not what the court is here to rule on," and the court then discussed the evidence supporting its decision. We perceive no error.

II.

Exclusion of Evidence

In his tenth and eleventh questions presented, Mr. Sparks asserts that the court should have allowed a time lapse security video into evidence because it showed that "Mr. Trumbull knew where the easement was," and he had made more trips to the well "than the 3 times he claims." He questions whether the judge should have "encouraged the Trumbull[s'] lawyer to object to the video."

Mr. Sparks, however, does not discuss these questions presented in the argument section of his brief. He does not direct us to any portion of the transcript or cite any case law to support his claims. Under these circumstances, we will not consider this claim. *See*

Ubom, 198 Md. App. at 285 (Appellant "cited no case law in support of this assertion. On this basis alone, we could reject his contention."); *Honeycutt v. Honeycutt*, 150 Md. App. 604, 618 (when party fails to adequately brief an argument, court may decline to address it on appeal), *cert. denied*, 376 Md. 544 (2003); *Van Meter v. State*, 30 Md. App. 406, 408 (Appellate court cannot be expected to delve through the record to unearth factual support favorable to appellant and then seek out law to sustain his position.), *cert. denied*, 278 Md. 737 (1976).

III.

Attorney's Fees

Mr. Sparks next raises the following question regarding attorney's fees: "Considering the evidence of Mr. Trumbull not following the consent order, is the judgment of $1,500 appropriate?" In his conclusion, he also requests that the Trumbulls be ordered to pay his costs and expenses. Again, he cites no law or other argument in support of his contention. Accordingly, for the reasons previously explained, we will not address this argument.[3]

The Trumbulls, in addition to responding to Mr. Sparks' claim, request in their conclusion that this Court amend the attorney's fees award to include $3,000 for the costs of the appeal, as well as trial costs not awarded by the circuit court. To the extent that the

[3] He lists his expenses in preparing for trial and this appeal as totaling $13,576.89, which he sets forth in the record extract in this Court. He also requests the return of an additional $8,500, which he paid to the Trumbulls as part of the settlement agreement. Mr. Sparks does not, however, reference any part of the record where he raised this request in the circuit court.

Trumbulls are challenging the adequacy of the attorney's fees award, that is a matter that should have been raised on cross-appeal. *See Walston v. Sun Cab Co.*, 267 Md. 559, 564 (1973) ("We have held many times that an appellee who does not file a cross-appeal cannot urge before us matters not within or related to the issues raised by an appellant.). Because the Trumbulls did not note a cross-appeal, we will not consider this request.

Moreover, we note that "the determination of reasonableness of attorney's fees is left to the discretion of the trial court." *Myers v. Kayhoe*, 391 Md. 188, 207-08 (2006). The proper venue for the Trumbulls to raise a request for attorney's fees involved in the appeal is in the circuit court. *See Strawhorn v. Strawhorn*, 49 Md. App. 649, 660 (1981) ("The Court of Appeals and this Court have repeatedly held that the trial court has jurisdiction to award counsel fees not only for the trial, but also for the . . . appeal even after the appeal has been entered."), *vacated on other grounds*, 294 Md. 322 (1982). *Accord Reisterstown Plaza Assocs. v. Gen. Nutrition Ctr., Inc.*, 89 Md. App. 232, 249-50 (1991) (declining to rule on the appellees' claim for attorney's fees and expenses incurred in bringing the appeal, instead leaving it to the discretion of the court on remand). We decline the request to award attorney's fees incurred on appeal.

JUDGMENT AFFIRMED. COSTS TO BE PAID BY APPELLANT.