

IN THE SUPREME COURT OF THE STATE OF NEVADA

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE FOR  
ARGENT SECURITIES, INC. ASSET-  
BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2004-W10,  
UNDER THE POOLING AND  
SERVICING AGREEMENT DATED  
SEPTEMBER 1, 2004,  
Appellant,  
vs.  
TIFFANY ROLAND,  
Respondent.

No. 61318

**FILED**

**MAR 31 2014**

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY K. Malone  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Appeal from a district court judgment quieting title to real property. Second Judicial District Court, Washoe County; Brent T. Adams, Judge.

Appellant Deutsche Bank National Trust Company was assigned a third-party lender's beneficial interest in a deed of trust on certain real property in Reno. The original deed of trust and the assignment were both recorded in Washoe County. Approximately one month after the assignment, the City of Reno sold the property to respondent Tiffany Roland to satisfy delinquent special assessments. Roland received a certificate of sale pursuant to NRS Chapter 271. Over two years later, Roland obtained and recorded a quitclaim deed to the property from the City of Reno. The deed stated that the sale had been duly noticed.

Roland then filed a complaint to quiet title to the property. Of the defendants named by Roland in her complaint, only Deutsche Bank

filed an answer, in which it denied that the sale was duly noticed and that Roland provided adequate notice of her intent to obtain and record a deed to the property. Roland sought judgment on the pleadings, and the district court granted her motion, holding that the recitation in the deed that the sale was duly noticed was conclusive pursuant to NRS 271.600. Deutsche Bank now appeals.

NRS 271.600 provides that a signed and acknowledged deed “is conclusive evidence of the regularity of all proceedings regarding the assessment, up to and including the execution of the deed, and shall convey the entire fee simple title . . . stripped of all liens and claims.” Deutsche Bank argues that NRS 271.600 only creates a conclusive presumption of the regularity of the assessment, not the assessment sale. However, this argument ignores the phrase “*up to and including* the execution of the deed.” NRS 271.600 (emphasis added). The broad scope of the plain language of NRS 271.600 necessarily includes the special assessment sale and any required notice of the sale.

Further, Deutsche Bank’s argument that NRS 271.600 only provides a presumption of regularity to the assessment itself would render NRS 271.390 redundant, as NRS 271.390 already provides that an ordinance levying a special assessment constitutes “a final determination of the regularity” of the assessment. NRS 271.390(3). *See Leven v. Frey*, 123 Nev. 399, 405, 168 P.3d 712, 716 (2007) (stating that “statutory interpretation should not render any part of a statute meaningless”).

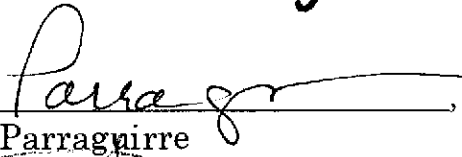
As a result, we conclude that execution of the deed pursuant to NRS 271.600 raised a conclusive presumption that the special assessment


sale was properly noticed and conducted, and Deutsche Bank could not, as a matter of law, dispute that Roland provided adequate notice.<sup>1</sup>

Accordingly, we

ORDER the judgment of the district court AFFIRMED.

  
\_\_\_\_\_, J.  
Pickering

  
\_\_\_\_\_, J.  
Parraguirre

  
\_\_\_\_\_, J.  
Saitta

cc: Hon. Brent T. Adams, District Judge  
Jonathan L. Andrews, Settlement Judge  
Pite Duncan, LLP  
Walsh, Baker & Rosevear, P.C.  
Washoe District Court Clerk

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<sup>1</sup>Given our determination that NRS 271.600 provided a conclusive presumption that the sale was duly noticed and conducted, we decline to address Deutsche Bank's remaining arguments.