

IN THE SUPREME COURT OF THE STATE OF NEVADA

RIVER GLIDER AVENUE TRUST,  
Appellant,  
vs.  
WELLS FARGO BANK, N.A.; AND  
RECONTRUST COMPANY, N.A.,  
Respondents.

No. 69229

FILED

OCT 14 2016

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *[Signature]*  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is an appeal from a district court summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Having considered the parties' arguments and the record, we conclude that the district court properly entered summary judgment in favor of respondents. See *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (reviewing de novo a district court's decision to grant summary judgment and recognizing that summary judgment is proper when the movant is entitled to a judgment as a matter of law). In particular, and assuming without deciding that the original trustee's deed contained a mistake, appellant was not entitled to unilaterally correct that mistake without seeking judicial reformation because doing so would have eliminated Wells Fargo's security interest in the subject property. See *Johnston v. Jones*, 66 U.S. 209, 221 (1861) ("The doctrine of relation [back] . . . is never allowed to defeat the collateral rights of third persons, lawfully acquired."); *Kirkpatrick v. Ault*, 280 P.2d 637, 641 (Kan. 1955)

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“As against third persons an alleged defective deed can be cured only by a bill in equity, and not by a confirmation assuming to relate back to the original deed.” (quotation omitted)); 26A C.J.S. *Deeds* § 40 (2011) (same)<sup>1</sup>; see also *Mortg. Elec. Registration Sys., Inc. v. DePina*, 63 A.3d 871, 879-80 (R.I. 2013) (recognizing that corrective deeds cannot be used to fundamentally alter the original deed’s legal effect); *Myrad Props., Inc. v. LaSalle Bank Nat’l Ass’n*, 300 S.W.3d 746, 750 (Tex. 2009) (same); cf. *Wainwright v. Dunseath*, 46 Nev. 361, 366-67, 211 P. 1104, 1106 (1923) (“[C]ourts of equity have the power to order the reformation of deeds, contracts, and other instruments, when, through mistake of the parties thereto . . . such instrument does not contain the real terms of the contract between them.”).

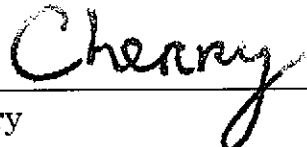
Accordingly, the district court correctly determined as a matter of law that appellant, by way of the unambiguous original trustee’s

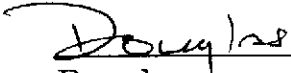
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<sup>1</sup>Appellant suggests that the above rule is inapplicable because Wells Fargo’s security interest was not a “new right” that accrued between when appellant’s original deed was recorded and when appellant’s corrective deed was recorded. Cf. 26A C.J.S. *Deeds* § 40 (“Ordinarily, a correction deed relates back . . . as long as no new rights are thereby affected.”). While that may technically be true, NRS 116.3116’s “split-lien approach” is “unconventional,” *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev., Adv. Op. 75, 334 P.3d 408, 413 (2015), and because Wells Fargo’s security interest was eliminated under the corrective deed whereas it would have remained intact under the original deed, we conclude that the above-cited rule is the most applicable to the situation at hand.

deed, took title to the property subject to Wells Fargo's deed of trust.<sup>2</sup>  
*Wood*, 121 Nev. at 729, 121 P.3d at 1029. We therefore

ORDER the judgment of the district court AFFIRMED.<sup>3</sup>

  
\_\_\_\_\_, J.  
Cherry

  
\_\_\_\_\_, J.  
Douglas

  
\_\_\_\_\_, J.  
Gibbons

cc: Hon. Gloria Sturman, District Judge  
Law Offices of Michael F. Bohn, Ltd.  
Akerman LLP/Las Vegas  
Eighth District Court Clerk

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<sup>2</sup>We note that appellant failed to raise its argument regarding the relation back doctrine in district court and otherwise failed to cite to any authority in support of its position that the corrective deed should be given effect, which provides an alternative basis for affirming the district court's judgment. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (noting that it is a party's responsibility to present cogent arguments supported by relevant authority); *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court . . . is deemed to have been waived and will not be considered on appeal.").

<sup>3</sup>Appellant's motion for oral argument is denied. NRAP 34(f)(1).