

IN THE SUPREME COURT OF THE STATE OF NEVADA

MEMA PROPERTIES, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,
vs.
SBA STEEL II, LLC, A FLORIDA
LIMITED LIABILITY COMPANY; SBA
2012 TC ASSETS LLC, F/K/A
TOWERCO ASSETS LLC, A
DELAWARE LIMITED LIABILITY
COMPANY,
Respondents.

No. 71820

FILED

JAN 24 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER OF AFFIRMANCE

Mema Properties, LLC, appeals from a district court final judgment and award of fees and costs in a contract action. Eighth Judicial District Court, Clark County; Jerry A. Wiese, Judge.

Mema argues that the district court erred by (1) admitting parol evidence in interpreting the two easement agreements after determining the easements were ambiguous, (2) permitting the easement signatories to testify as to their intent to have the September Easement Agreement serve as an amendment to the July Easement Agreement, (3) finding that the July Easement Agreement was a valid contract, and (4) concluding that the September Easement Agreement was an amendment to the July Easement Agreement.

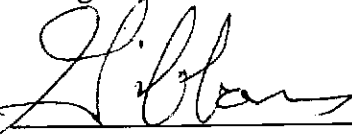
Contract interpretation, including determining whether a term is ambiguous, is a matter of law, which this court reviews de novo. *See Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007). "This court will affirm a district court's order if the district court reached the correct result, even if for the wrong reason." *Saavedra-*

Sandoval v. Wal-Mart Stores, Inc., 126 Nev. 592, 599, 245 P.3d 1198, 1202 (2010).

We conclude that the terms of the easement agreements unambiguously indicated that the September Easement Agreement was an amendment to the July Easement Agreement. Though the district court improperly found the easement agreements to be ambiguous and admitted parol evidence, it also found the September Easement Agreement to be an amendment to the July Easement Agreement and properly granted summary judgment on that ground. Therefore, we affirm the decision despite it being for the wrong reason.¹

ORDER the judgment of the district court AFFIRMED.


_____, J.

Douglas

_____, J.
Gibbons


_____, J.
Pickering

cc: Hon. Jerry A. Wiese, District Judge
Early, Sullivan, Wright, Gizer & McRae, LLP
Santoro Whitmire
Holley, Driggs, Walch, Fine, Wray, Puzey & Thompson
Eighth District Court Clerk

¹Consequently, we affirm the grant of attorney fees and costs. Mema's argument that attorney fees awarded as special damages under statute must be specifically pled is irrelevant, as the district court awarded fees pursuant to the September Easement Agreement.