IN THE SUPREME COURT OF THE STATE OF NEVADA

ROYAL UNION TRUST, A NEVADA TRUST, BY MARLON STEELE AS TRUSTEE; AND ROYAL UNION PROPERTIES, LLC, A NEVADA DOMESTIC LIMITED-LIABILITY COMPANY, Appellants, vs. TWO MUSKETEERS TRUST, THROUGH JODI BERGER, TRUSTEE, Respondents.	No. 88242
ROYAL UNION TRUST, A NEVADA TRUST, BY MARLON STEELE AS TRUSTEE; AND ROYAL UNION PROPERTIES, LLC, A NEVADA DOMESTIC LIMITED-LIABILITY COMPANY, Appellants, vs. TWO MUSKETEERS TRUST, THROUGH JODI BERGER, TRUSTEE, Respondents.	No. 88381

ORDER OF AFFIRMANCE

These are consolidated appeals from a final judgment in a declaratory relief action and a post-judgment order awarding costs. Eighth Judicial District Court, Clark County; Joanna Kishner, Judge.

In December 2005, Marlene Azine created respondent Two Musketeers Trust (TMT), an irrevocable trust. The trust instrument named Olivia Robbins as trustee, with Premier Trust (Premier) as successor trustee, and two of Robbins' grandchildren as beneficiaries. In October 2007, Robbins died. Premier declined to act as successor trustee. In November 2007, Azine purchased $1,175,000 worth of units in Essex Real

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Estate Partners, LLC (Essex). In 2008, the real estate market crash rendered the Essex units seemingly worthless.

In November 2019, appellants Royal Union Trust and Royal Union Properties, LLC (collectively Royal) contacted Azine regarding the Essex units, and Azine sold the units to Essex for $45,000. In 2021, Jodi Berger, Robbins' daughter, was appointed successor trustee of TMT. Berger filed the underlying lawsuit, seeking declaratory relief that the Essex shares belonged to TMT. Following a bench trial, the district court entered judgment in TMT's favor, determining that TMT held the membership interest in Essex and the bill of sale between Royal and Azine was void. The district court also awarded costs to TMT in the amount of $9,812.26.

We review a district court's legal conclusions following a bench trial de novo. *Wells Fargo Bank, N.A. v. Radecki*, 134 Nev. 619, 621, 426 P.3d 593, 596 (2018). This includes the interpretation of a trust instrument. *In re W.N. Connell & Marjorie T. Connell Living Tr.*, 134 Nev. 613, 616, 426 P.3d 599, 602 (2018). When interpreting a trust instrument, we apply contract principles. *Id.* "[W]e will not overturn the district court's findings of fact unless they are clearly erroneous or not supported by substantial evidence." *Yount v. Criswell Radovan, LLC*, 136 Nev. 409, 414, 469 P.3d 167, 171 (2020) (internal quotation marks omitted). "Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion." *Whitemaine v. Aniskovich*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008).

First, Royal contends Azine purchased the Essex shares as an individual and did not intend to put the shares into TMT. The district court found that Azine invested in Essex on behalf of the trust. Substantial documentary evidence in the record, such as tax documents and

membership charts, supports the conclusion that Azine intended to place the Essex shares she purchased into TMT. Accordingly, the district court's factual finding was not clearly erroneous. Further, because the trust instrument permitted later additions of property to the trust, Azine was not precluded from adding later gifts of property to TMT.

Second, Royal argues Azine did not place the shares into TMT because no trustee accepted the shares into the trust. We, however, agree with the district court that the Essex shares became part of the TMT trust estate. The trust instrument contains one provision governing later, additional transfers into the trust. It simply states that "[a]dditional property may be accepted by the Trustee at a later time." It does not require the trustee to affirmatively state its acceptance or demonstrate acceptance by any particular course of conduct. Generally, when a contract is clear on its face, it "will be construed from the written language and enforced as written." *Ellison v. Cal. State Auto. Ass'n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990). "The court has no authority to alter the terms of an unambiguous contract." *Canfora v. Coast Hotels & Casinos, Inc.*, 121 Nev. 771, 776, 121 P.3d 599, 603 (2005); *Reno Club, Inc. v. Young Inv. Co.*, 64 Nev. 312, 323-24, 182 P.2d 1011, 1016 (1947) ("Interpretation of an agreement does not include its modification or the creation of a new or different one. A court is not at liberty to revise an agreement while professing to construe it." (quoting 12 Am. Jur. sec. 228, pp. 748)).

Here, the trust instrument clearly does not specify any means or manner for trustee acceptance. To impose affirmative requirements for acceptance would result in the addition of new, essential terms to the trust instrument that the settlor did not intend. *McCall v. Carlson*, 63 Nev. 390, 424, 172 P.2d 171, 187 (1946) ("Our equitable powers do not extend so far

as to permit us to disregard fundamental principles of the law of contracts, or arbitrarily to force upon parties contractual obligations, terms or conditions which they have not voluntarily assumed."). And when "interpreting a contract, we seek to discern the intent of the parties." *MMAWC, LLC v. Zion Wood Obi Wan Tr.*, 135 Nev. 275, 279, 448 P.3d 568, 572 (2019). It follows that if Azine intended for the trustee to be required to perform in a certain way for property to be added to the trust, she could have added such terms to the trust instrument in the first place. *Cf. Boyle v. Bowman*, 96 Nev. 140, 142, 605 P.2d 1144, 1145 (1980) ("Had the legislature intended inclusion, it would have specifically so provided."); *see also Reno Club*, 64 Nev. at 324, 182 P.2d at 1017 ("Neither a court of law nor a court of equity can interpolate in a contract what the contract does not contain.") (quoting 12 Am. Jur. sec. 228, pp. 750)). Accordingly, we affirm the district court's finding that the Essex shares were placed in the trust.

Finally, Royal challenges the district court's award of costs to TMT, arguing that if this court concludes the district court erred in determining the Essex shares belong to TMT, then necessarily the costs award must also be reversed. Because Royal otherwise does not challenge the award of costs and we affirm the district court's judgment on the underlying issues, we also affirm the district court's judgment as to costs. Accordingly, we

ORDER the judgments of the district court AFFIRMED.

Pickering, J.
Pickering

Parraguirre, J.
Parraguirre

Bell, J.
Bell

cc: Hon. Joanna Kishner, District Judge
Persi J. Mishel, Settlement Judge
Claggett & Sykes Law Firm
Law Offices of Byron Thomas
Fox Rothschild, LLP/Las Vegas
Eighth District Court Clerk