

LINCOLN COUNTY, NV

2023-166016

\$37.00

Rec:\$37.00

10/09/2023 09:50 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

OFFICIAL RECORD

AMY ELMER, RECORDER

Water Rights Deed of Trust

WHEN RECORDED MAIL TO:

Moapa Alliance Business Trust  
9741 Pan Falls St.,  
Las Vegas, NV 89178  
Attn: Paul Kenner

The undersigned hereby affirms that this document  
does not contain a social security number.

NCS-1181827-1446V

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**WATER RIGHTS DEED OF TRUST**

THIS WATER RIGHTS DEED OF TRUST (this "Deed of Trust") is made this 5th day of  
October, 2023, by and among:

Trustor: WS-Rox, L.L.C.  
Attn: Weston Adams  
4129 W. Cheyenne Ave, Suite A  
Las Vegas, NV 89032

Trustee: First American Title Company  
8311 West Sunset Road., Suite 100  
Las Vegas, NV 89113  
Attn: Anastasia Dion

Beneficiary: Moapa Alliance Business Trust  
9741 Pan Falls St.,  
Las Vegas, NV 89178  
Attn: Paul Kenner

**WITNESSETH:** Trustor does hereby irrevocably pledge, assign, hypothecate, convey, mortgage,  
transfer, and set over unto Trustee, in trust, with power of sale, for the benefit and security of  
Beneficiary (the "Trust"), all of Trustor's rights, title, and interests in and to all of:

- a. the Nevada water rights described in Exhibit A (the “Water Rights”);
- b. All of the interest, right, title, and other claim or demand both in law and in equity, that Trustor now has or may hereafter acquire in connection with the Water Rights, and any other proceeds from any sale or disposition thereof that Trustor now has or may hereafter; and
- c. All of the right, title, interest, and claim whatsoever, at law or in equity, to all other reversions, remainders, proceeds, rents, revenues, issues earnings, income, products, and profits thereof.

For the purposes of securing: (1) payment of the sum of Two Million Six Hundred Ninety Five Thousand Nineteen and 97/100ths Dollars (\$2,695,019.97), according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all other amounts due thereunder, and all extensions or renewals thereof; (the “Notes”); (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, Trustor further agrees as follows:

1. To properly care for and keep the Water Rights in good condition and standing, to comply with all laws, ordinances, regulations, and customary practices relating to the Water Rights, including, but not limited to, making all required filings to the Nevada State Engineer to maintain the Water Rights in good standing. In the event Trustor fails to make any required filings by the due date, Beneficiary may make such filings, and all costs, fees, and expenses of Beneficiary related to such filings shall be considered additional indebtedness under the Notes.
2. To pay and discharge all costs, fees, and expenses of the Trustee, including cost of evidence of title and Trustee’s fees in connection with sale, whether completed or not, which amounts shall become due upon delivery by Trustee of a notice of breach and election to sell, as provided herein and by Nevada law.
3. If, during the existence of the Trust there be commenced or pending any suit or action affecting the Water Rights, or any part thereof, or the title thereto or if any adverse claim for or against the Water Rights, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security.
4. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereto, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
5. Beneficiary shall, at any time, or from time to time, upon written request of Trustor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon said property, promptly execute any instruments in connection with the maintenance or use of the Water Rights.

6. Upon receipt of a written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said Notes to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty the Water Rights then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the trust thereof. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and Notes.

7. Should default be made by Trustor in payment of any indebtedness secured hereby or in performance of any agreement herein or in the Notes, Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed of Trust, the Notes, and all documents evidencing any expenditure secured hereby.

(a) After three (3) months shall have elapsed following recordation of any such notice of default, Trustee shall sell the Water Rights at such time and at such place in the State of Nevada as Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the Water Rights to be sold, or any part thereof, is situated, or at any office of Trustee located in the State of Nevada.

(b) Trustee may postpone the sale of all, or any portion, of the Water Rights by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(c) At the time of sale so fixed, Trustee may sell the Water Rights so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the Water Rights so sold, but without covenant or warranty, express or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of the Water Rights to such purchaser. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

(d) Trustee shall apply the proceeds of any such sale to payment of: (i) expenses of sale and all charges and expenses of Trustee and of these trusts, including cost of evidence of title and Trustee's fee in connection with sale; (ii) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of twenty-one (21%) per annum; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to the person or persons legally entitled thereto.

8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

9. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

10. The Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to Trustee named herein or action hereunder, which instrument, executed and

acknowledged by Beneficiary, and recorded in the Office of the County Recorder of Clark County, Nevada, wherein the Water Rights are situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties, and trusts in the premises vested in or conferred on the original Trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of Beneficiary, and its acts shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

11. Except as provided herein, if all or any part of the property described above or an interest therein is sold or transferred by Trustor without Beneficiary's consent, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable. Furthermore, Trustor may not assign, sell, or transfer its ownership in the Water Rights, except with the approval of Beneficiary.

12. With Beneficiary's written consent, which may not be unreasonably withheld, Trustor may change the point of diversion, manner of use, and place of use for the Water Rights, provided however, that upon any such change, the Water Rights must remain encumbered pursuant to the terms of this Deed of Trust.

13. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and the term Beneficiary shall mean the holder and owner, including pledges, of the Notes secured hereby, whether or not named as a beneficiary herein, or, if the Notes has been pledged, the pledges thereof.

14. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums to be secured or to declare default for failure so to pay.

15. Covenants Numbers 1, 3, 4, 5, 6, 7, 8 and 9 of Section 107.030 of the Nevada Revised Statutes ("NRS"), to the extent not inconsistent with the terms hereof, are hereby adopted and made a part of this Deed of Trust. With regard to Covenant No. 4 of NRS Section 107.030, regarding interest due for any sums advanced by Trustee or Beneficiary, the interest rate on these sums shall be the rate set forth in the Notes. With regard to Covenant No. 7 of NRS Section 107.030, regarding attorney's fees, the fees shall be a reasonable amount. Such provisions so incorporated shall have the same force and effect as those specifically set forth herein.

16. This Deed of Trust shall constitute a security agreement pursuant to the Nevada Uniform Commercial Code (the "UCC") for any portion of the property that, under applicable law, may be subject to a security interest pursuant to the UCC (hereinafter referred to as "Personal Property"), and Trustor hereby grants to Beneficiary a security interest in the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement.

*(Instrument continues next page)*

17. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to them at the address set forth above.


IN WITNESS WHEREOF, the Trustor has executed this Agreement as of the date first set forth above.

**TRUSTOR**

WS-Rox, L.L.C.,  
a Nevada limited liability company

Address:

WS-Rox, L.L.C.  
Attn: Weston Adams  
4129 W. Cheyenne Ave, Suite A  
Las Vegas, NV 89032

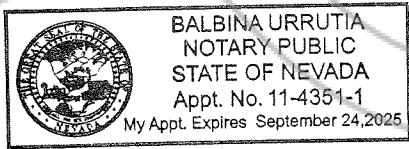
By:   
\_\_\_\_\_  
Weston Adams, Manager


**ACKNOWLEDGEMENT**

STATE OF NEVADA     )  
                                  ) ss.  
                                  )  
COUNTY OF CLARK    )

On this 5<sup>th</sup> day of October 2023, personally appeared before me, a Notary Public, Weston Adams, Manager of WS-Rox, L.L.C., proved to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument on behalf of the company.

*Balbina Urrutia*



  
\_\_\_\_\_  
Notary Public in and for said State

My Commission Expires: 09-24-25  
Commission No.: 11-4351-1

**EXHIBIT A**

**DESCRIPTION OF WATER RIGHTS**

**The following underground water rights permitted by the Nevada State Engineer:**

<b>Permit No.</b>	<b>Diversion Rate (Cubic Feet Per Second)</b>	<b>Annual Duty (Acre Feet Annually)</b>
<b>66978</b>	<b>prorated</b>	<b>535.517</b>
<b>66980</b>	<b>1.155</b>	<b>355.5</b>
<b>66992</b>	<b>prorated</b>	<b>366.26</b>
<b>66993</b>	<b>2</b>	<b>405</b>
<b>66994</b>	<b>1.68</b>	<b>281.48</b>
<b>66999</b>	<b>prorated</b>	<b>366.26</b>
<b>Total Combined Duty</b>		<b>2,310.017</b>