

EUREKA COUNTY, NV

2025-254512

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\$37.00 Pgs=11

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FIRST AMERICAN TITLE INSURANCE COMPANY

KATHERINE J. BOWLING, CLERK RECORDER

APN# 007-140-12

Recording Requested by:
Western Nevada Title Company
2258 Reno Highway
Suite A
Fallon, NV 89406

DEED OF TRUST WITH ASSIGNMENTS OF RENTS
(Title of Document)

Re-Recording Document No. 2025-254378 to correct legal description

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed

A.P.N.: 019-372-14

EUREKA COUNTY, NV

2025-254378

Rec:\$37.00

\$37.00

Pgs=8

04/01/2025 03:16 PM

FIRST AMERICAN TITLE INSURANCE COMPANY

KATHERINE J. BOWLING, CLERK RECORDER

When recorded mail to:

MARK MOYLE FARMS, LLC
P. O. BOX 842
FALLON, NV 89407

*The undersigned hereby affirms that this document
submitted for recording does not contain the personal
information of any person or persons per N.R.S.
239B.030.*

2671580

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS (the "Deed of Trust"), is made as of this 23 day of March, 2025, by and between DAVILA FAMILY FARMS, LLC, a Nevada limited liability company, whose address is PO Box 255 Eureka NV, as trustor ("Trustor"), Western Nevada Title Company, a Nevada corporation, whose address is 2258 PENOMMY ST. A Fallon NV, as trustee ("Trustee"), and Mark Moyle Farms, LLC, a Nevada limited liability company, whose address is PO Box 842, Fallon, Nevada 89407, as beneficiary ("Beneficiary").

WITNESSETH: That Trustor hereby covenants and agrees as follows:

A. GRANT OF SECURITY INTERESTS:

1. Trustor irrevocably grants, bargains, sells, transfers, and assigns to Trustee in trust, with power of sale, all of that certain real property commonly known as 1071 17th Street, Eureka, Nevada, being Assessor Parcel No. 007-140-12, and more particularly described in Exhibit A.

Together with all and singular the tenements, hereditaments and appurtenances now or hereafter belonging or in any wise appertaining thereto, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all buildings, fixtures and other improvements hereafter located on or attached to or used in connection therewith and any estate, right, title or interest Trustor may hereafter acquire therein, including without limitation, rights as declarant or developer under any declaration, restrictive covenant, easement, plan, common interest community documents, or similar document, including, without limitation, any developmental rights or special declarant's rights pursuant to NRS Chapter 116 (the real property, together with together with said tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, profits, buildings, fixtures, improvements and future interests are hereinafter referred to as the "Real Property"), subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

Trustor grants Beneficiary, pursuant to the Nevada Uniform Commercial Code ("UCC"), a present and continuing security interest in and to all of the goods, equipment, building materials, books, records and other personal property of Trustor, now or which may hereafter be located on or used in connection with the Real Property, together with all contract rights, plans, specifications and other similar documents, general intangibles, accounts, chattel paper, documents and instruments with respect to said Real Property and policies of insurance arising out of or in connection with the Real Property or the herein described property, all proceeds of any fire and/or builders risk insurance policy or any other policy insuring the Real

A.P.N.: 019-372-14

When recorded mail to:

MARK MOYLE FARMS, LLC
P. O. BOX 842
FALLON, NV 89407

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Property or the herein described property against any other perils, and all awards made in eminent domain proceedings, or purchase in lieu thereof, with respect to the Real Property or the herein described property, together with all additions to, substitutions for, proceeds of, changes in or replacements of the whole or any part of said personal property and this instrument shall constitute a security agreement with respect thereto. All of the foregoing are herein referred to as "Personal Property." The Personal Property and Real Property are collectively referred to as the "Property."

2. This Deed of Trust is for the purpose of securing (1) payment of the sum of One Million Forty Five Thousand Four Hundred Forty US Dollars (\$1,045,440.00) with interest thereon according to the terms of the Promissory Note Secured by Deed of Trust of even date herewith made by Trustor payable to order of Beneficiary, and all extensions or renewals thereof (the "Note"), (2) the performance of the Note and this Deed of Trust, each of which is incorporated herein by reference or contained herein, and (3) payment of any additional sums, together with interest thereon, if any, which may be due to Beneficiary pursuant to the terms of the Note or this Deed of Trust.

3. To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the following agreements, and agrees to perform and be bound by each and all of the following terms and provisions, and it is mutually agreed that each and all of the following terms and provisions shall inure to and bind the parties hereto, with respect to the property above described.

B. *TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:*

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; not to initiate or acquiesce in any change in zoning or other land use classification now or hereafter in effect, without first obtaining Beneficiary's written consent; to complete or restore promptly and in, a lien free, good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereof; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; not permit any building, structure, fixture or other improvement to be erected, removed, demolished, or materially changed or altered without the prior written consent of Beneficiary; not to lease to any third party any portion of the Property without the prior written consent of Beneficiary.

2. Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay at least ten (10) days before delinquency, taxes and assessments affecting the Property, including any assessments on appurtenant water stock and water rights; when due, all

encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior thereto, and all costs, fees and expenses of this trust. To not permit or suffer the filing of any mechanics', materialmen's, or other liens against the Property, any part thereof, any interest therein, or the revenue, rents, issues, income or profits arising therefrom, and to discharge the same of record within ten (10) days after the same shall have been filed. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may, at Trustor's expense, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee at Trustee's expense or otherwise on behalf of Trustee, as set forth in this Deed of Trust, with interest accruing from the date of expenditure at eight percent (8%) per annum.

6. Trustor hereby authorizes Beneficiary to file UCC financing statements or any other documents or instruments Beneficiary may deem necessary or appropriate to perfect Beneficiary's security interest in any part of the Property. In addition, Trustor agrees to sign any and all other documents that Beneficiary deems necessary in its sole discretion to perfect, protect, and continue Beneficiary's lien and security interest on the Property.

7. If Trustor fails to execute, acknowledge or deliver to Beneficiary any and all mortgages, assignments, transfers, assurances, financing statements, maps, and other instruments or documents required to be so executed, acknowledged or delivered hereunder, within fifteen (15) days after Beneficiary's demand or such lesser period as may be provided elsewhere herein, then Trustor hereby appoints Beneficiary as Trustor's true and lawful attorney-in-fact, coupled with an interest, to act in Trustor's name place and stead to execute, acknowledge and deliver the same.

C. WARRANTIES AND COVENANTS OF TRUSTOR:

1. Trustor represents and warrants that:

- a. this Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to those exceptions heretofore approved of in writing by Beneficiary; and
- b. the Note, Deed of Trust, and all other instruments and agreements in connection therewith or the transactions in connection with which the Note is given are valid and binding obligations of the parties thereto, enforceable in accordance with their terms.

D. IT IS MUTUALLY AGREED:

1. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That 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 or all other sums so secured or to declare default for failure so to pay.

3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to the making of any map of plat thereof; or join in granting any agreement subordinating the lien or charge hereof.

4. That upon Seller's receipt of the balance of the Note and all other sums secured hereby, the Property shall be released from this Deed of Trust, and Beneficiary shall take all actions reasonable or necessary to cause Trustee to record a release or reconveyance of such Property within thirty (30) days. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. That upon default by Trustor (i) in payment of any indebtedness secured hereby, (ii) in performance of any agreement hereunder, or (iii) in performance of any other agreement or obligation of Trustor under the Note or this Deed of Trust, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured hereby. After the lapse of such time as may be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell the Property, or any part thereof, at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. If any indebtedness secured hereby shall not have been fully satisfied by such sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above. Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this Deed of Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent (8%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. That Beneficiary, or his assignee, may from time to time, by written instrument, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of Trustee hereunder and under Nevada law. Such instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the document or file number under which this Deed of Trust is recorded, and the name and address of the new Trustee. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

7. The sale, agreement to sell, transfer, assignment, mortgage, pledge, hypothecation or encumbrance, including, but not limited to, the granting of any option to do any of the foregoing, whether voluntary or involuntary, by agreement, operation of law or otherwise, of the whole or any portion of Trustor's right, title or interest in and to the Property or any portion thereof without the prior written consent of Beneficiary shall constitute a default hereunder and shall entitle Beneficiary to accelerate the indebtedness secured hereby in the same manner as in the case of any other default.

8. The following covenants: Nos. 1, 2 (full replacement value), 3, 4 (eight percent (8%) per annum) 5, 6, 7 (a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

9. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

10. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

11. That 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. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, beneficiary or Trustee shall be a party unless brought by Trustee.

13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provision of the covenants hereinabove adopted by reference. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

14. Beneficiary may charge a fee for a statement accounting for the obligations secured hereby, provided the charge therefor does not exceed a reasonable amount. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

15. Time is of the essence of this Deed of Trust.

16. The Trustor and the Beneficiary acknowledge and agree that in no event shall the Beneficiary be deemed to be a partner or joint venturer with the Trustor. Without limitation of the foregoing, the Beneficiary shall not be deemed to be such a partner or joint venturer on account of its becoming a Beneficiary in possession or exercising any rights pursuant to this Deed of Trust or pursuant to any other instrument or document evidencing or securing any of the Indebtedness, or otherwise.

17. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of

Trust except that if such provision relates to the payment of any monetary sum, then the Beneficiary may, at its option declare the Indebtedness immediately due and payable.

18. This Deed of Trust may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Deed of Trust

19. TRUSTOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS DEED OF TRUST, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY OTHER STATEMENTS OR ACTIONS OF TRUSTOR OR BENEFICIARY. TRUSTOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. TRUSTOR FURTHER ACKNOWLEDGES THAT (I) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (II) THIS WAIVER IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO MAKE THE LOAN, ENTER INTO THIS DEED OF TRUST AND EACH OF THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, AND (III) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

20. TRUSTOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY BENEFICIARY ON THIS DEED OF TRUST, ANY AND EVERY RIGHT IT MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY BENEFICIARY.

[Signature appears on following page]

[Signature page to Deed of Trust with Assignment of Rents]

IN WITNESS WHEREOF, this Deed of Trust with Assignment of Rents was entered into by the undersigned as of the day and year first above written.

TRUSTOR:
DAVILA FAMILY FARMS, LLC,
a Nevada limited liability company

By: [Signature]
Juan Antonio Davila

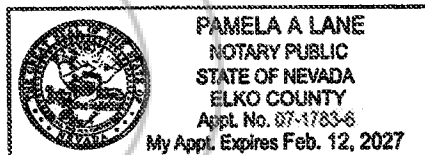
By: [Signature]
Alexis Nicole Davila

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

On the 23rd day of March, 2025, before me, a notary public in and for said State, personally appeared Juan Antonio Davila and Alexis Nicole Davila and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Pamela A Lane
NOTARY PUBLIC



Legal Description of Property¹

All that certain real property situated in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 7: SE1/4SQ1/4; SW1/4SE1/4;

Section 18: E1/2NW1/4; W1/2NE1/4; NE1/4SW1/4; NW1/4SE1/4;

EXCEPTING THEREFROM all the oil, gas, potash and sodium, lying in and under said land, as reserved by THE UNITED STATES OF AMERICA in Paten recorded March 22, 1966, in Book 10, Page 210, Official Records, Eureka County, Nevada.

TOGETHER WITH all pumps, motors, pivots, mobile homes, one shop barn, and three hay barns.

TOGETHER WITH all water, water rights, right to use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stock watering, domestic or any other use, including but not limited to the following:

Certificate:	43268	11523
	43270	11525
	43836	11530
Total:	1000 acre feet	250 acres

Certificate:	32890	11520
Total:	174 acre feet	43 acres

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, right and rights-of-way of record.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

¹ NTD: Legal description to be confirmed by Title Company.

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TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 7: SE1/4SW1/4; SW1/4SE1/4;

Section 18: E1/2NW1/4; W1/2NE1/4; NE1/4SW1/4; NW1/4SE1/4;

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