

February 2025

Nevada Bar Exam



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Applicant ID: _____

NEVADA ESSAY EXAM INSTRUCTIONS

Each essay is one hour in length. Quality of writing counts. Answers written in a form other than paragraphed essay form will not receive full credit. Excessive use of abbreviations, such as symbols, acronyms and text-talk, may result in score reduction.

Read each fact situation carefully and do not assume facts that are not given in the question. Do not assume that each question covers only a single area of the law; some of the questions may cover more than one of the areas you are responsible for knowing. Do not search for hidden meanings or remote exceptions, since none are intended. Let your answer represent your best judgment in each instance on the plain meaning of the question. Clarity and conciseness are important but make your answer complete. Do not volunteer irrelevant or immaterial information or discuss legal doctrines that are not pertinent to the resolution of the issues raised by the call of the question.

Analysis is the most important part of the essay answer. Your answer should demonstrate your ability to reason and analyze the facts in the question and to discern the points of law and fact upon which the situation turns. Each of your answers should show an understanding of the facts, a recognition of the issues included, a knowledge of the applicable principles and theories of law, and the reasoning by which you arrive at your conclusions. Do not merely show that you remember legal principles. Instead, demonstrate your proficiency in using and applying them to the facts. If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions and discuss all points thoroughly.

You should answer according to Nevada case or statutory law, unless Federal law applies.

You will be instructed when to begin and when to stop this test. Do not open this booklet until you are told to begin.

You may answer the questions in any order you wish. If you are using a laptop computer, answer each question on the screen assigned to that essay number. There is no limit on the length of your answers. If you are handwriting, answer each question in the answer booklet assigned to that essay number. Write legibly and concisely and organize your answer. You may make notes anywhere in the test materials; You may not tear pages from the question booklet.

You are required to answer all questions.

FEBRUARY 2025

NEVADA BAR EXAM

QUESTION NO. 1: ANSWER IN LIGHT BLUE BOOKLET

Nevada Southern University ("NSU") is a private non-profit university located in Las Vegas, Nevada. NSU's president decided the only way to increase the school's profile was to develop a more successful football program. NSU's president was interested in hiring Ben, an assistant football coach at the University of Michigan ("Michigan").

In February 2023, NSU reached out to Ben to see if he was interested in the head football coach position. On March 20, 2023, NSU's president met with Ben in person and proposed a four-year employment contract with an annual salary of \$1,000,000. Ben and NSU's president continued their negotiations in later phone calls.

During a phone call on August 1, 2023, Ben and the president finally agreed to a three-year contract that included the following terms: (1) an annual salary of \$1,200,000 payable in equal monthly installments and; (2) a severance payment in an amount equal to one year's salary if Ben was terminated for any reason within the first two years of the contract period. With things moving so quickly, neither party signed the final contract.

On August 2, 2023, Ben gave notice to Michigan and moved to Las Vegas. Ben signed an 18-month lease for a house in Las Vegas while he looked for a permanent residence.

On August 2, 2024, NSU's general counsel sent Ben an email explaining that, because of his disastrous first season, NSU was terminating him immediately and offered him a \$200,000 severance payment in exchange for a complete release of all claims against NSU. The general counsel told Ben the payment was more than he was entitled to as there was no written contract in Ben's employment file.

Ben has come to you for advice and mentioned that Michigan would like him to come back as an assistant coach and offered him an annual salary of \$500,000.

Please fully discuss:

- 1. Ben's potential contractual claims against NSU, together with any defenses NSU may assert;**
- 2. Ben's potential equitable claims against NSU, together with any defenses NSU may assert;**
- 3. What impact Michigan's offer has on Ben's claims against NSU; and**
- 4. What would the legal consequences be if Ben accepted the \$200,000 settlement from NSU?**

FEBRUARY 2025

NEVADA BAR EXAM

QUESTION NO. 2: ANSWER IN RED BOOKLET

Nate, a mechanical engineer, wanted to purchase a chair for his home office. In hopes of getting a good deal, he went to Nearly New, a used furniture store near his home in Ely, Nevada. Nate was disappointed to find that none of the store's chairs swiveled. Nonetheless, Nate decided to purchase a chair manufactured by Reliable Chairs because it looked brand new. Once home, Nate was pleased to find he could make the chair swivel when he took two screws out of the chair's base.

Within one week of purchase, the chair collapsed after Nate's toddler, Katie, climbed onto Nate's lap while Nate was sitting on the chair. Katie suffered head trauma when she fell from the chair and struck her head on the marble floor. Nate suffered spinal injuries when he unsuccessfully tried to stop Katie's fall. After many panic attacks and sleepless nights spent distraught about Katie's injuries, Nate sent an email to the president of Reliable Chairs that said, "Everyone will now know your company uses illegal child labor to manufacture your deadly chairs!" Nate posted a copy of the email on his social media accounts.

Nate hired a chair manufacturing expert to examine the chair after the collapse. Nate's expert opined that the chair collapsed due to manufacturing defects in the remaining screws in the chair's base. Nate's expert determined that the defective screws were manufactured by FailSafe Metals. Nate sued Nearly New and Reliable Chairs for his injuries.

Please fully discuss:

- 1. What claims can Nate bring against Nearly New and Reliable Chairs?**
- 2. Assuming Nearly New and Reliable Chairs' manufacturing experts opine Nate's removal of the two screws from the base of the chair was the cause of the chair's collapse, what defenses can both companies assert against Nate's claims?**
- 3. What claims can Nearly New and Reliable Chairs bring against Nate and FailSafe Metals based on the above facts?**

QUESTION NO. 3: ANSWER IN DARK GREEN BOOKLET

Bored with life in the administrative law department of a large firm, Larry opened his own law practice in Reno, Nevada. He had little experience beyond drafting memos for a partner, so he hired his old firm's business paralegal, Poppy. He convinced his friend Chuck, an accountant, to join him. Chuck insisted he and Larry own equal parts of the firm, and Larry agreed.

Larry's litigation practice took off. He collected a retainer of \$5,000 for expenses at the outset of each case, from which he paid a jury fee deposit in each state court case he filed. As these cases settled, he deducted his hourly fees and any expenses in excess of the retainer from the settlement proceeds, and sent the remainder to his happy clients. The court clerk refunded the unused jury fee deposit in each of the settled cases to Larry's firm. He deposited these refunded amounts in his general operating account without reimbursing his clients.

Larry's corporate practice was also booming. Poppy was meeting with clients, making recommendations about the appropriate legal entity to use for liability protection and tax benefits, and filing the necessary formation documents with the appropriate agencies. In addition, Chuck was busy doing all the tax filings for these corporate clients. "This is great!" Larry told Chuck. "Poppy is so effective I don't need to take any time from my litigation cases to review her work or to go to client meetings with her."

Larry branched out into family law as well. He met with Destiny, who wanted sole legal and physical custody of her two-year-old son because she was angry at her son's father for ending their relationship. Larry advised her that the relief she wanted was not likely because she had described her son's father, Grant, as a good parent. Destiny then asked if the result would change if she swore that Grant neglected and physically abused their son. Larry filed a petition for Destiny seeking sole legal and physical custody and included claims of abuse and

neglect by Grant. Destiny signed a verification of the petition, swearing that the claims were true. Based on these claims, Destiny was awarded temporary sole legal and physical custody. She was so grateful she asked Larry out to dinner.

Grant was grief-stricken and immediately obtained his own attorney, Oscar. When she learned of this, Destiny bragged to Grant that her boyfriend, Larry, would represent her for free and Grant would have to spend everything he had.

Grant told Oscar about Destiny's claims and Oscar investigated. He learned that Larry spent the night at Destiny's house several nights a week.

At the next hearing, Oscar informed the court that Destiny was sleeping with her lawyer, seeking to have Larry removed from the case. The judge asked Larry if this was true. Larry denied the claim to save Destiny's reputation.

Please fully discuss the issues raised under the Nevada Rules of Professional Conduct.

FEBRUARY 2025

NEVADA BAR EXAM

QUESTION NO. 4: ANSWER IN ORANGE BOOKLET

Drew was upset because he thought Victor stole his cell phone the previous evening. Drew went to Victor's home in Laughlin, Nevada to confront him and take back his phone. Drew pushed open a window that was slightly ajar so that he could crawl inside. Drew went to Victor's room and started to yell at him. Victor denied stealing Drew's phone and demanded that Drew leave. Drew pulled out a firearm from his back pocket and aimed it at Victor to scare him. Drew said, "I will kill you if you don't give me back my phone right now." While Drew was still yelling at Victor, he accidentally pulled the trigger, shooting Victor in the stomach. Drew was shocked that he hit Victor. While Drew was trying to render aid to Victor, his shirt became covered in blood. Scared, Drew fled.

Drew drove to a nearby closed park and dumped the firearm in a lake. He then took off his bloody shirt and hid it underneath the passenger seat of his car. Before Drew could leave, Police Officer Oliver saw Drew's vehicle in the closed parking lot. Officer Oliver thought Drew looked suspicious. The park was known as a common location for people to use illegal substances and a high crime area. Officer Oliver parked next to Drew's vehicle and ordered him to step outside of the vehicle. Officer Oliver handcuffed Drew for officer safety, and told him to sit on the curb.

Officer Oliver called police dispatch to see if Drew had any active warrants. Dispatch confirmed that Drew did not have any warrants, but was convicted on a count of Possession of a Controlled Substance last year.

Officer Oliver decided he was not going to issue Drew a citation, but he still wanted to search Drew's vehicle. He searched Drew's vehicle and found the bloody shirt. He noticed Drew was not injured. Officer Oliver showed Drew the shirt and said, "Drew, you are in a lot of

trouble. I know you are hiding something. Tell me what happened.” Drew responded by saying, “Screw you. I don’t have to tell you anything.”

Officer Oliver put Drew in the back of his police car and started to drive to the police station. During the drive, Officer Oliver continued to ask Drew questions. Officer Oliver told Drew, “I promise you will not get into any trouble as long as you tell me right now what happened.” Drew started to cry and said “I killed Victor.” He then confessed everything to Officer Oliver.

Police officers went to Victor’s home where they found him alive. Drew was ultimately charged in Nevada state court with Attempted Murder and Burglary.

Please fully discuss:

- 1. Whether Drew should be convicted of Attempted Murder.**
- 2. Whether Drew should be convicted of Burglary.**
- 3. What legal basis does Drew have to suppress the bloody shirt? How should the court rule?**
- 4. Assuming the court does not suppress the bloody shirt, what legal basis does Drew have to suppress his statements to Officer Oliver? How should the court rule?**

FEBRUARY 2025

NEVADA BAR EXAM

QUESTION NO. 5: ANSWER IN PURPLE BOOKLET

Bob owns Bob's Barn, an all-ages restaurant, located in the City of Las Vegas, that has a separate age-restricted bar. Bob's Barn is open from 10 a.m. to 10 p.m. every day. A few years ago, Bob had a mural painted on the side of the restaurant facing a public sidewalk. The mural featured a singer, Samantha Beach, who was then performing at Bob's Barn a few nights a week and had given him permission to use her likeness for the mural. Samantha recently released her debut album to widespread acclaim. She has sold out stadium concerts and has a large social media following.

Bob's Barn has now become a tourist attraction for visitors wanting to get photographs of the mural. To take advantage of the attention, Bob hired employees to walk up and down the sidewalk in front of and leading to the mural to pass out copies of the Bob's Barn menu and schedule of upcoming events.

Bob has also started selling merchandise, such as t-shirts, mugs, and other paraphernalia featuring Samantha (with her permission), which are displayed on a table in the restaurant area next to the host stand. One popular t-shirt includes a picture of Samantha posing next to the mural using a gesture representing a curse word with the slogan, "I'm a mean Beach until I eat at Bob's Barn."

After receiving complaints about increased pedestrian and vehicular traffic, crowding along the sidewalk in front of the mural, and litter from Bob's handouts, the City of Las Vegas passed an ordinance that provides the following:

1. No person shall distribute promotional materials, such as pamphlets, brochures, or flyers, between the hours of 8 a.m. and 5 p.m. within 50 feet of a business that holds an alcoholic beverage license.

2. Any business that holds an alcoholic beverage license and which has a separate restaurant area that allows persons under the age of 21 shall not sell merchandise that contains vulgar or offensive gestures or language.

After the ordinance was passed, the City sent Bob a notice of ordinance violation for: (1) distributing advertising material for Bob's Barn to persons who visited the mural during the lunch hour, and (2) selling vulgar and offensive merchandise in an area where minors may be present.

Bob decided to sue the City of Las Vegas for violating his U.S. constitutional rights.

Please fully discuss:

1. **What claims can be made by Bob against the City of Las Vegas for the restriction on distribution of promotional materials, what arguments can be made by the City, and what standards should the court apply when reviewing these claims.**
2. **What claims can be made by Bob against the City of Las Vegas for the prohibition on selling the merchandise, including the popular t-shirt, what arguments can be made by the City, and what standards should the court apply when reviewing these claims.**

QUESTION NO. 6: ANSWER IN YELLOW BOOKLET

Daniel was speeding down the road in Hawthorne, Nevada, when he suddenly came upon a construction zone. As he was attempting to slow down, he slammed into the back of Patty's car, which jolted forward. Patty suddenly felt neck pain and tried to get out of the car. As she was getting out of the car, Daniel approached her and started yelling at her. Patty was taken to the hospital and treated. She later decided to sue Daniel.

Fully discuss the admissibility of the following evidence offered in the trial by Patty in her case-in-chief:

1. Testimony from Daniel's friend, Tom, that he drives with Daniel all the time and Daniel always drives above the speed limit;
2. Testimony from Daniel's roommate that Daniel was previously in a car accident where he was speeding and collided with another vehicle;
3. An audio recording of a 911 call from a passing motorist, right after the accident, who was hysterically yelling, "I just saw a man plow into another car, please send help immediately!";
4. Testimony from Patty that Daniel said, "Please don't call an ambulance, just let me give you this money and we can forget this ever happened";
5. Evidence that Daniel has a \$2,000,000 insurance policy on all of his vehicles; and
6. A diagnostic assessment from Daniel's mechanic, dated six months earlier, recommending that Daniel replace all of his brakes, a receipt that he only replaced one, and testimony from the mechanic that, after the accident, Daniel brought his car in and replaced the other brakes.

Fully discuss the admissibility of the following evidence offered in the trial by Daniel in his case-in-chief:

7. Testimony from an accident reconstructionist that, after examining the vehicles in the accident, this was a minor impact accident; and
8. Testimony from Patty's former neighbor that Patty has lied about previous injuries from car accidents and never tells the truth about anything.



Applicant ID: _____

STATE BAR OF NEVADA

NEVADA PERFORMANCE TEST (NPT) INSTRUCTIONS

The NPT is a 2-hour exam designed to test the ability to complete a common legal task that a beginning lawyer would be expected to perform. You are required to use necessary legal skills in a real-life setting.

You will be provided with a File. The File will contain source documents that will set forth the facts of the case and other background information. These materials may include interview transcripts, correspondence, documents, agreements, investigative reports, client records, pleadings, internal memorandum, newspaper articles, legislative materials, medical records and correspondence between counsel. Some of the facts recited may be irrelevant, incomplete, ambiguous or conflicting. You are expected to recognize what facts are relevant and to identify when facts are ambiguous and how such ambiguities could be resolved.

The second component of the exam materials is the Library. The Library may contain cases, statutes, administrative regulations and other legal authority commonly cited in a legal memorandum or used for reference. All legal sources are based on Nevada law. You will need to review and sift through the library materials to sort relevant from irrelevant material. You may use abbreviated titles and omit page references when citing cases found in the Library.

The NPT is not a test of your knowledge of substantive law. The NPT is designed to evaluate your fundamental lawyering skills. Your answer will be evaluated on the following criteria:

- Content, thoroughness, and organization of your document;
- Ability to analyze and determine relevant factual details, to distinguish relevant from irrelevant facts, and to resolve potentially conflicting facts;
- Analysis of source legal authorities to determine applicable principles of law;
- Application of the controlling law to the relevant facts and circumstances;
- Effective communication and professional presentation in writing;
- Ability to perform the requested tasks in a timely matter; and
- Ability to follow the directives provided.

In preparing your written document, it is important that you concentrate on the materials in the File and Library, which provide the specific materials on which you should rely.

You may make notes anywhere in the test materials; you may not tear pages from the question booklet.

Nevada Performance Test # 1

Time allowed for session: Two Hours

NOTE: There are twenty-seven (27) pages to this examination, not including this cover sheet. Count the pages to be certain you have a complete set.

In re Jim Johnson

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FILE

MEMORANDUM

To: Applicant

From: Senior Firm Partner

Re: Research and Memorandum Request

Date: February 27, 2025

I met with a new client, Mr. Jim Johnson, on January 15, 2025. He lives on a 2.5-acre lot in Pahrump, Nevada ("Johnson Lot"), and breeds Goldendoodle puppies on his property. He recently received a demand letter from a developer, Quickie Mart, that has purchased the adjoining 2.5-acre lot to the east ("Developer Lot").

Please review the entire file, including the Summary of Client Interview, the Exhibits, the cases and the statutes provided.

We need to advise Mr. Johnson in response to Quickie Mart's potential claims. Based on your review, and the facts as we know them at this time, please prepare a memorandum that sets forth your analysis of all counterclaims and/or defenses, including the strengths and weaknesses of each, that could be raised by Mr. Johnson in a lawsuit brought by Quickie Mart. Please support the analysis by reference to the relevant information in the case law and statutes provided. Please address the issues related to the Dog Run and the dirt road separately. Please do not include a separate section of facts in your memorandum, but use the relevant facts as required in your analysis.

SUMMARY OF CLIENT INTERVIEW

To: File

From: Senior Firm Partner

Re: Interview with Jim Johnson

Date: January 15, 2025

I obtained the following information in my interview with Mr. Johnson:

In 2000, Mr. Johnson bought a 2.5-acre lot (the "Johnson Lot") in Pahrump, Nevada. At the same time, a Mr. Sam Smith bought the adjoining 2.5-acre lot to the east of the Johnson Lot (the "Developer Lot"). The lots were vacant but had access to power and water. After the purchases, Mr. Johnson and Mr. Smith corresponded by email. A summary of their email exchange is attached as Exhibit A. This was the only contact between Mr. Johnson and Mr. Smith until 2018.

In 2005, Mr. Johnson constructed a house and a dog kennel on the Johnson Lot. The dog kennel is 30 feet long and 10 feet wide, made of concrete block and runs along the eastern boundary of the Johnson Lot. Attached to the kennel on the east side is a walled-in, covered, concrete dog run extending the length of the kennel ("Dog Run"). The Dog Run is essential to Mr. Johnson's breeding business. Unknown to either Mr. Johnson or Mr. Smith at the time, the Dog Run extended 3 feet onto the Developer Lot.

Although there was no road, Mr. Johnson explained that he and his visitors have driven across the southern end of the Developer Lot for years because it is the quickest, shortest and most direct way to get to town. If he drives across the Developer Lot, he can get to town in about 15 minutes. Over time, this route across the Developer Lot became a visible dirt road.

From time to time, however, Mr. Johnson and his visitors had to take the long way to get to town, which did not involve crossing the Developer Lot. This happened when it rained, and the

Developer Lot became flooded and washed out, or at times when the dirt road was too dusty to travel with the Goldendoodle puppies. Using the longer route, it took Mr. Johnson and his visitors almost an hour to get to town.

In 2018, Mr. Smith obtained a survey that showed the 3-foot encroachment of the Dog Run, but not the dirt road. Upset by this, Mr. Smith sent Mr. Johnson a certified letter saying that he was putting the Developer Lot up for sale and that Mr. Johnson must remove the Dog Run immediately. Mr. Smith also requested that Mr. Johnson stop crossing the Developer Lot to get to town unless there was an emergency. Mr. Johnson ignored the letter and continued to use the Dog Run and cross the Developer Lot to get to town.

Mr. Smith never lived on the Developer Lot and the Developer Lot remained vacant until Mr. Smith sold it to Quickie Mart in 2019.

In 2019, Quickie Mart contacted Mr. Smith because it planned to open a convenience store and small gas station in Pahrump. Quickie Mart inspected the Developer Lot, researched title, obtained a survey showing both the Dog Run and the dirt road, and proceeded to purchase the Developer Lot. Mr. Johnson continued to use the dirt road and the Dog Run.

Before commencing construction in December of 2024, Quickie Mart put up a gate blocking the dirt road and sent Mr. Johnson a demand letter attached as Exhibit B.

I requested that our firm's paralegal research the applicable county assessor's tax records for the Johnson Lot and the Developer Lot as soon as possible. The preliminary results are attached as Exhibit C.

EXHIBIT A

PARALEGAL SUMMARY OF EMAIL EXCHANGE
BETWEEN MR. JOHNSON AND MR. SMITH On January 15, 2000

Mr. Smith: Good afternoon, Mr. Johnson. I just found out that you bought the lot immediately to the west of the lot I just bought in Pahrump, Nevada. Congratulations! I think we both got a great deal.

Mr. Johnson: Thank you for reaching out to me. Congratulations to you too! I think we are going to be great neighbors.

Mr. Smith: Yes, great neighbors indeed. I am not sure what my plans are yet, but my wife wants to stay living in Reno for now. So, if you don't mind, I would really appreciate it if you could keep an eye on things for me down there in Pahrump and let me know if there are any problems.

Mr. Johnson: Sure, happy to. My wife and I live in Las Vegas, and I am not sure what our plans are yet, but I plan to drive to Pahrump often to check on the lots and scope out the possibilities.

Mr. Smith: Great. Thanks. By the way, feel free to drive around on my lot to check on things since I don't plan to be down there for now.

Mr. Johnson: Thanks, will do, and take care.

EXHIBIT B

QUICKIE MART
3333 City Center Way, Las Vegas, NV 89158 · (702) 333-0333
quickiemart@aol.com

January 10, 2025

Via U.S. Mail, Certified Return Receipt

Mr. Jim Johnson
P.O. Box 1234
Pahrump, NV 89041

Dear Mr. Johnson,

Quickie Mart owns that certain 2.5 acres of real property in Pahrump, Nevada ("Developer Lot"), immediately east of your lot. Quickie Mart plans to construct a convenience store and gas station on the Developer Lot in the very near future. The town of Pahrump requires certain zoning, setbacks and parking that necessitate the use of our entire 2.5 acres for the project.

It has come to our attention that you have been trespassing across the Developer Lot owned by Quickie Mart via a dirt road, even after Quickie Mart has put up a gate to restrain you from doing so. Moreover, as disclosed by a survey commissioned by Quickie Mart, a portion of a concrete block structure located on your property is encroaching 3 feet onto Quickie Mart's property.

Unless you cease and desist from using the dirt road, and remove the encroachment, within the next 30 days, Quickie Mart will have no choice but to file a lawsuit against you.

Ozzie Polinger, Esq.

In-house Counsel for Quickie Mart

EXHIBIT C

MEMORANDUM

To: Senior Firm Partner

From: Paralegal

Re: Research of Nye County Assessor Tax Records

Date: January 15, 2025

At the request of Senior Firm Partner, I researched the assessor's tax records and reviewed the relevant parcel maps in Nye County, which is where the Johnson Lot and Developer Lot are located.

My research revealed that Mr. Johnson paid all property taxes on the Johnson Lot since he acquired it in 2000, until the beginning of the tax year in 2018. Similarly, Mr. Smith and/or Quickie Mart paid all property taxes on the Developer Lot since Mr. Smith acquired it in 2000, until the beginning of the tax year in 2018.

It is also clear from my research that after 2018 until the present, Mr. Smith and/or Quickie Mart paid all property taxes on the Developer Lot, including the portion where the dirt road is located. However, it is unclear from the records that I was able to locate who paid taxes after 2018 on the portion of the properties where the Dog Run is located.

I will continue to try to locate additional tax information regarding the Dog Run, but I wanted to provide you with this information as soon as possible per your request.

LIBRARY

EXCERPTS FROM NEVADA REVISED STATUTES

Title 2. Civil Practice. Chapter 11. Limitation of Actions. Real Property

NRS 11.130 Premises actually occupied under claim of title deemed to be held adversely.

Where it appears that there has been an actual continued occupation of premises, under a claim of title, exclusive of any other right, but not founded upon a written instrument, or a judgment or decree, the premises so actually occupied, and no other, shall be deemed to have been held adversely.

NRS 11.140 What constitutes adverse possession under claim of title not founded on written instrument.

For the purpose of constituting an adverse possession, by a person claiming title, not founded upon a written instrument, judgment or decree, land shall be deemed to have been possessed and occupied in the following cases only:

1. Where it has been protected by a substantial enclosure.
2. Where it has been usually cultivated or improved.

NRS 11.150 Additional requirements for adverse possession: Occupation continuously for 5 years; payment of taxes.

In no case shall adverse possession be considered established unless it be shown, in addition to the requirements of NRS 11.120 or 11.140, that the land has been occupied and claimed for the period of 5 years, continuously, and that the party or persons, their predecessors and grantors have paid all taxes, state, county and municipal, which may have been levied and assessed against the land for the period mentioned, or have tendered payment thereof.

JONES v. GHADIRI
Supreme Court of Nevada (2024)

Long before the parties acquired ownership of their respective properties, a block wall was erected to divide the neighboring lots. When respondent discovered that the wall did not follow the property line and, consequently, that he was being denied the use of his property, he sought to remove the wall and build a new one on the property line. In response, appellants filed a complaint in the district court for, among other things, a prescriptive easement or adverse possession. The district court found that appellants could not prevail on their claim for adverse possession because they did not pay the property taxes on the disputed property. The district court further found that a prescriptive easement was unavailable because it would result in respondent's complete exclusion from the subject property. Accordingly, the district court granted summary judgment for respondent, determining that appellants are not entitled to a prescriptive easement or adverse possession as a matter of law.

We take this opportunity to distinguish the two concepts, as they are fundamentally different and give rise to distinct relief. As Nevada law does not concretely declare whether we recognize comprehensive prescriptive easements, easements that result in the complete exclusion of the servient estate from the subject property, we examine the approaches taken by sister jurisdictions. While several states have categorically rejected comprehensive prescriptive easements, California has adopted the view that exceptional circumstances may give rise to such easements. Considering both our caselaw and California caselaw, we are persuaded that exceptional circumstances may warrant comprehensive prescriptive easements. However, we stress that such relief is rare. As appellants have not demonstrated exceptional circumstances, we affirm the district court's order granting summary judgment in favor of respondent.

FACTS AND PROCEDURAL HISTORY

In 2015, appellants Bo and Dan Jones purchased property in Las Vegas. Immediately thereafter, the Joneses made substantial improvements near a block wall that had been erected

in 1989 and that ran between their property and the neighboring property. These improvements included the installation of recreational vehicle utility hookups and a new iron gate. When not traveling, the Joneses also stored their recreational vehicle next to the block wall.

In 2016, respondent Hamed Ghadiri purchased the property located on the other side of the block wall. Several years later, Ghadiri discovered that a portion of his property was on the Joneses' side of the block wall (the disputed property). The disputed property is 591 square feet in size. Ghadiri commissioned a survey of the property line, which confirmed that the wall was not on the property line and that the disputed property was on Ghadiri's side of the lot line. Ghadiri acquired a permit to destroy the block wall and install a new wall on the property line at his expense.

The Joneses filed a complaint against Ghadiri for, inter alia, a prescriptive easement, adverse possession, and a temporary restraining order. Although the district court granted a temporary restraining order, it denied the Joneses' subsequent motion for a preliminary injunction. This court affirmed the district court's denial, and Ghadiri removed the wall sometime thereafter.

Later, Ghadiri moved for summary judgment against the Joneses' claims for adverse possession and a prescriptive easement. Ghadiri asked the court to dismiss the Joneses' claim for adverse possession because the Joneses had not paid property taxes on the disputed property. Relying heavily on California caselaw, Ghadiri further contended that a prescriptive easement was unavailable, as it would result in his complete exclusion from the disputed property. The Joneses asserted that a question of fact remained as to who paid taxes on the disputed property and that Nevada caselaw recognizes prescriptive easements resulting in a landowner's complete exclusion from the subject property.

After granting summary judgment in Ghadiri's favor as to the claim for adverse possession, the district court noted that the Joneses' claim for a prescriptive easement was "essentially a meshing of adverse possession with a prescriptive easement." Given the dearth of

Nevada caselaw on the availability of such easements, the district court considered cases from neighboring states, such as California and Arizona. Following those cases, the court determined that a prescriptive easement “simply cannot be so extensive as to create the practical equivalent of an exclusive possessory estate” and that adverse use, as an element of a claim for a prescriptive easement, “cannot result in the complete exclusion of the owner of the servient estate.” The district court noted that an unpublished Nevada case, *CSA Development, LLC v. Bryant*, arguably recognized the availability of prescriptive easements that result in the servient estates’ complete exclusion from the subject property. Ultimately, however, the district court indicated that the case had little persuasive value because it lacked clarity as to when such a prescriptive easement was available. Finding that no exceptional circumstances justified the Joneses’ requested prescriptive easement, the district court granted summary judgment in favor of Ghadiri on the claim. The Joneses now appeal.

DISCUSSION

. . .

Adverse possession versus easements

As acknowledged by the district court, the arguments and claims for adverse possession and a prescriptive easement became muddled below. And while the Joneses do not challenge the district court’s rejection of their adverse possession claim, it is necessary for us to distinguish the concepts before considering the propriety of the Joneses’ claim for a prescriptive easement.

“Adverse possession is a doctrine under which a person in possession of real property owned by someone else may acquire valid title .” The holder of valid title is vested with all property rights, including the right to exclusively control the property, subject to any easements (explaining that generally, “an owner has the right to the exclusive possession and control of his property”). “[A]n adverse possessor is required to show that the occupation of the property is hostile, actual, peaceable, open, notorious, continuous and uninterrupted.” An adverse

possessor must also show “that the land has been occupied and claimed for the period of 5 years, continuously, and that the party or persons, their predecessors and grantors have paid all taxes, state, county and municipal, which may have been levied and assessed against the land for the period mentioned.” NRS 11.150. (Citations omitted)

A prescriptive easement is a common law claim by which one may acquire the legal right to use land that he or she does not own (explaining that easements create “a nonpossessory right to use land in the possession of another”). “[A]dverse, continuous, open and peaceable use for a five-year period are the requisite elements for claiming” a prescriptive easement. Importantly, an easement, whether prescriptive, implied, or otherwise, generally grants a “non-possessory interest in the land of another which entitles the owner of the easement to a limited use or enjoyment of said land.” As this court explained in *Boyd v. McDonald*, “[a]n easement is a right, distinct from ownership, to use in some way the land of another. It gives no right to possess the land upon which it is imposed, but a right merely to the party in whom the easement is vested to enjoy it. Thus, the crucial difference between adverse possession and an easement is that the former results in the acquisition of title and the right to exclusively control the subject property while the latter results in the right to a limited use of the subject property. (Citations omitted)

Here, the Joneses asserted a claim for a prescriptive easement, but their requested relief aligns with adverse possession. After all, the Joneses demanded more than the mere use of the disputed property; they sought exclusive control of it. And to seek exclusive control of the disputed property is to seek adverse possession. The trouble for the Joneses, as recognized by the district court, is that they have not paid the requisite property taxes on the disputed property. Thus, the Joneses sought adverse possession under the guise of an extraordinary prescriptive easement. This type of easement is known as a “comprehensive prescriptive easement,” as, unlike a typical easement, it results in the owner of the servient estate being completely excluded from the subject property. (Citations omitted).

We will not lightly allow the long-recognized distinction between adverse possession and prescriptive easements to collapse. Nor will we lightly allow parties to reap the fruits of adverse possession without complying with statutory requirements. We therefore reject the liberal use of comprehensive prescriptive easements and clarify when comprehensive prescriptive easements may be available in Nevada.

Comprehensive prescriptive easements are available only in exceptional circumstances.

. . .

We begin by examining Nevada caselaw to see whether comprehensive prescriptive easements are available.

In *CSA*, Patrick and Eleanor Bryant graded their lot and constructed a block wall thereon. (Citation omitted). The block wall encroached onto an adjacent vacant lot. At least 16 years later, *CSA* purchased the vacant lot and filed suit, alleging quiet title, nuisance, trespass, and unjust enrichment. The Bryants claimed they had a prescriptive easement over the area encroached upon by the block wall, and the district court agreed. Although *CSA* affirmed the district court's ruling, this court did not consider or analyze the circumstances under which we will recognize comprehensive prescriptive easements. As is common of unpublished dispositions, *CSA* also did not include a detailed factual background, such as a description of the wall, how much it encroached onto the vacant property, or whether the easement would prevent *CSA* from using and enjoying a substantial portion of its property. As a result, we are unable to rely on *CSA* for the broad interpretation proposed by the Joneses. Thus, we disavow any language in *CSA* that may be read as allowing for a comprehensive prescriptive easement without articulation of a rationale for granting such an extraordinary easement.

The Joneses' reliance on our decision in *Boyd*, where we affirmed a district court order granting an easement that resulted in the servient estate's complete exclusion from the subject property, is likewise misplaced. In *Boyd*, a supporting wall and overhanging roof of a motel extended 2.6 feet onto an adjacent property. *Id.* Additionally, the motel maintained a sign that

was “some distance from the boundary” line. After recognizing that “[a]n easement is a right, distinct from ownership,” this court concluded that an easement existed only as to the 2.6-foot encroaching wall and roof. However, we held that the sign could not be classified as an easement because it was too far from the boundary line. (Citations omitted)

. . .

Because Nevada lacks caselaw directly on point, we turn to the approaches taken by jurisdictions that, like Nevada, require adverse possessors to pay taxes on property subject to an adverse possession claim. Many of these jurisdictions, including Arizona, Florida, Idaho, Montana, and Utah, have categorically rejected comprehensive prescriptive easements. (Citations omitted). They have done so for two common reasons. First, comprehensive prescriptive easements blur the distinction between adverse possession and easements. Second, comprehensive prescriptive easements subvert the tax requirement for adverse possession.

California, however, has recognized that a comprehensive prescriptive easement may be warranted in exceptional circumstances. (“There are some circumstances in which the grant of an exclusive easement, which resembles or is nearly the equivalent of a fee interest, can be justified.”). Such circumstances may include a “socially important duty of a utility to provide an essential service, such as water or electricity[,]”, or where public health or safety is at issue. (Citations omitted)

Though the categorical rejection of comprehensive prescriptive easements is well-reasoned, we adopt the view, as taken by California, that comprehensive prescriptive easements may be warranted if a party demonstrates exceptional circumstances. While there is no exhaustive list of exceptional circumstances that will justify a comprehensive prescriptive easement, the determination as to whether a circumstance is exceptional is generally a fact-intensive question.

Here, the Joneses have not demonstrated exceptional circumstances warranting a comprehensive prescriptive easement. Unlike our decision in *Boyd*, where we recognized a comprehensive easement when a nonmovable building encroached by a mere 2.6 feet and resulted in a de minimus loss of usable property for the servient estate, here the Joneses merely made improvements to an RV parking space and the grant of a comprehensive prescriptive easement would deprive Ghadiri of nearly 600 square feet of usable space. We therefore conclude that the district court did not err and affirm the district court's grant of Ghadiri's motion for summary judgment.

CONCLUSION

Nevada has long recognized the distinction between adverse possession and prescriptive easements. While we continue to recognize that important distinction, today we also recognize that exceptional circumstances may warrant comprehensive prescriptive easements. The determination as to when an exceptional circumstance is present is generally a fact-intensive question. As the Joneses failed to demonstrate any such circumstance, we affirm the judgment of the district court.

JORDAN v. BAILEY
Supreme Court of Nevada (1997)

This case arises from a neighborhood dispute regarding water rights. Appellant, Victor Jordan ("Jordan"), filed criminal trespass charges against Respondent, Stanley Bailey ("Bailey"), after Bailey crossed Jordan's property to perform work on an aqueduct system which services certain water rights along the Ophir Creek near Washoe Valley, Nevada. . . .

The district court . . . declared the existence of three prescriptive easements crossing Jordan's property [including] . . . a footpath through Jordan's tract leading to a "sand trap" located on an adjacent parcel south of Jordan's property.

Jordan maintains that the . . . routes at issue had not ripened into easements by prescription. . . .

STATEMENT OF FACTS

. . .

The subject route runs south through the Jordan property within six feet of Jordan's house. . . .

DISCUSSION

. . .

In Nevada, adverse, continuous, open and peaceable use for a five-year period are the requisite elements for claiming an easement by prescription. Exclusivity is not a requisite element. Adverse use is established by asserting a right to use the land. The standard of proof in establishing an easement by prescription is clear and convincing evidence. Bailey argues that he and his predecessors in interest perfected the easements before Jordan acquired his property in 1989. (Citations omitted)

. . . Bailey maintains that the . . . water users openly, continuously and adversely crossed the Jordan tract without interruption from 1983 until 1992, when Jordan started to block

their access. Thus, the factual dispute was when and if these routes were adversely, continuously, openly and peaceably used for a five-year period.

A. Adverse Use

1. The route to the sand trap

The most vigorously contested alleged easement is the route to the sand trap which passes within six feet of the Jordan home near the southeast corner of his property. Jordan maintains that the record below does not contain clear and convincing evidence supporting the trial court's finding that a prescriptive easement crossing the southeastern portion of his property had been established. We agree.

First, there was insufficient proof of adverse use prior to Jordan's purchase of the property in 1989. Further, there was no visible path along the southeast corner of Jordan's property that would provide constructive notice that an easement existed. At trial, Jordan testified that he did not see a human path near his home leading south to the sand trap. Nor did Jordan witness anyone using the "path" during the six-month redemption period following the purchase of his property. Other than his encounter with Bailey, he claims that he recalls only one other . . . water user crossing his property to work on the water system.

. . .

Bailey testified that the other routes to the sand trap from the diversion dam, . . . involved arduous climbing and undue consumption of time. We conclude that Bailey may not bootstrap a prescriptive easement along the southeastern portion of Jordan's property simply by claiming inconvenience. This is especially true in light of the fact that there is a fourth, albeit revocable, convenient route. Bailey's ignorance of the route does not change its existence.

Accordingly, we conclude that Bailey failed to proffer clear and convincing evidence that his use of the southeastern route running within six feet of Jordan's home was adverse. Thus, an easement by prescription was not established.

. . .

B. Continuous, open and peaceable use for a five-year period

We are not persuaded by Bailey's argument that Jordan would have been apprised of the existence of the water rights to the appurtenant properties had he obtained title insurance or diligently examined the records of the Nevada State Engineer. Even if Jordan had obtained title insurance and searched the records of the Nevada State Engineer, he would not have been alerted to the existence of the alleged easements because there was no record of them.

Jordan argues that the several instances following the 1983 flood when the easements were inaccessible prevent the establishment of these easements by prescription. Jordan recounts that, in 1985, access to the diversion structure was blocked for a period of three days while a nearby landowner installed underground electrical lines; that in 1987 or 1988, access to the diversion structure was blocked for one week during the reconstruction of the Ophir Creek bridge; and that access was interrupted for a period of ten days when Smithson installed underground power lines. Jordan maintains that these incidents disrupted the required five years of continuous use. However, no authority is cited in support of the proposition that these brief interruptions negated the requisite element of continuity for purposes of acquiring an easement by prescription.

We conclude that easements by prescription were satisfactorily established with respect to the access road and the portion of the water system traversing the northern section of Jordan's property.

. . .

CONCLUSION

There was an absence of clear and convincing evidence supporting a finding that Bailey was entitled to an easement by prescription over Jordan's property running south to the sand trap. Accordingly, we reverse the judgment entered below with regard to this easement.

. . .

WILFON v. CYRIL HAMPEL 1985 TRUST
Supreme Court of Nevada (1989)

OPINION

PER CURIAM:

This is a prescriptive easement case. The trial court recognized respondent Cyril Hampel's right of prescription over two portions of George Wilfon's land. Hampel operates a trailer park adjacent to the Wilfon property and claimed the right to use as a driveway a small horseshoe-shaped portion of a corner of the Wilfon property. Hampel also claimed a prescriptive right to use a dirt road that crossed Wilfon's property. With respect to these portions of Wilfon's property, there is evidence that the trailer park tenants crossed over the corner of Wilfon's property for a number of years and that the mentioned dirt road was used to service a propane tank and a billboard on the Hampel property.

Wilfon was an absentee owner and did not give express permission to Hampel, the trailer park tenants or anyone else to cross over or use the road that traversed his property. He did, however, express a general intention to be neighborly and to allow Hampel's predecessors and others to enter upon his property. Wilfon did make mention of the fact that he had plans eventually to move onto the property and at that time to deny access and use of the road to others. Wilfon did, in fact, carry out his intentions to withdraw permission to cross over his property by the installation in April, 1988 of a chain link perimeter fence on his property. This act cut off his property from any use by the public or by Hampel.

Hampel reacted by tearing down the fence. Wilfon put it up again. Hampel sued for declaratory judgment declaring a prescriptive easement over the land and seeking an injunction against Wilfon's fencing his property where the fencing interfered with Hampel's traveling through Wilfon's property. The principal issue is whether the use of Wilfon's property by Hampel and his predecessors was hostile and adverse for a period of five years.

"The elements of an easement by prescription are five years' adverse, continuous, open and peaceable use." The standard of proof in establishing a prescriptive easement is clear and convincing evidence. (Citations omitted)

Wilfon asserts that Hampel failed to prove by clear and convincing evidence that Hampel's use of the described roads was hostile or adverse to Wilfon for the required five-year period. We agree.

First, with regard to the area of encroachment represented by Hampel's paving over of a portion of a corner of the Wilfon property, the trial court noted that "the paving of the driving area in question and as testified to was recent in nature." The trial court also noted that "the evidence is uncertain with respect to how far this road actually encroached prior to the paving." From this it must be concluded that although for a period of years people might have been crossing over a corner of the Wilfon property, the paving of the road by Hampel was the first hostile assertion by Hampel of a definitive right-of-way over Wilfon property.

From the time that Hampel paved a portion of the Wilfon property in October of 1986, adversity may be inferred from the circumstances of the use. In *Chollar-Potosi*, the prescriptive easement claimant established a roadway over the owner's property, as did Hampel in 1986 when he put pavement on Wilfon's property. In *Chollar-Potosi*, it appears that the "proof shows clearly that the Potosi Company surveyed and graded this road for travel in 1861, and since then have been continuously using it as a road.") *Chollar-Potosi* stands for the proposition that, where a prescriptive easement claimant creates or establishes a roadway on another's property, a hostile or adverse use may be inferred from the use of another's property in this manner. Thus Hampel's adverse claim began at the time of the paving, October 1986. There is no evidence of any hostile claim before this time. It does not appear that any adverse claim of any right to cross over Wilfon's property was ever made by anyone prior to the mentioned paving activity by Hampel in 1986. Courts are reluctant to find prescriptive easements over open and unclosed land since such use tends to be permissive in nature and does not imply a hostile or adverse

use. The mere fact that Hampel and his predecessors crossed over a corner of Wilfon's property does not show any hostile claim of right on Hampel's part. (Citations omitted)

Hampel's adverse claim to the paved road area necessarily begins in October of 1986. The statutory requirement of five years' adverse use cannot be present with respect to the paved portion of the Wilfon property; so the prescriptive easement in this area must be denied. With regard to the other prescriptive easement granted in this case over a road across the Wilfon property known as Cavanagh Road, we likewise are hard-pressed to discover evidence to support an adverse claim by Hampel for the required five years. According to witness Haskins, a former owner of the Hampel property, the road appears on his plat plan, and he understood it to be a public road. There is nothing in the record to indicate other than that Cavanagh Road was an established road created on the property by Wilfon's predecessors. Where a road is established by the landowner, there arises a presumption that its use by others is with the permission of the landowner. (Citations omitted)

The mere fact that Cavanagh Road was used to service a propane tank and a billboard for a long period of time does not justify the creation of a prescriptive easement. . . .

As stated in *Howard v. Wright*, "[The] mere use of a passage over another's land for a long time with his knowledge is not necessarily an adverse use. The circumstances may be such as to authorize an inference that the use is adverse but they may also be such as to intimate that the use was by permission."

The court then continued in language most apropos to the case before us:

Where a roadway is established or maintained by a landowner for his own use, the fact that his neighbor also makes use of it, under the circumstances which in no way interfere with use by the landowner himself, does not create a presumption of adverseness. *The presumption is that the neighbor's use is not adverse but is permissive and the result of neighborly accommodation on the part of the landowner.* (Citations omitted)

In the case before us it appears that Cavanagh Road had been established and maintained by owners of the Wilfon property and that there is a presumption that until Hampel tore down Wilfon's fence the road was permissively used. No prescriptive rights could be established until after the hostile act of Hampel's tearing down Wilfon's fence, insisting on the right to cross Wilfon's property. Such hostile claim has not, as in the case of the other claimed prescriptive right, persisted over the required five-year period.

Any evidence of adversity in this case is insubstantial at best. . . .We, therefore, reverse the judgment of the trial court and dissolve the injunction.



Applicant ID: _____

STATE BAR OF NEVADA

NEVADA PERFORMANCE TEST (NPT) INSTRUCTIONS

The NPT is a 2-hour exam designed to test the ability to complete a common legal task that a beginning lawyer would be expected to perform. You are required to use necessary legal skills in a real-life setting.

You will be provided with a File. The File will contain source documents that will set forth the facts of the case and other background information. These materials may include interview transcripts, correspondence, documents, agreements, investigative reports, client records, pleadings, internal memorandum, newspaper articles, legislative materials, medical records and correspondence between counsel. Some of the facts recited may be irrelevant, incomplete, ambiguous or conflicting. You are expected to recognize what facts are relevant and to identify when facts are ambiguous and how such ambiguities could be resolved.

The second component of the exam materials is the Library. The Library may contain cases, statutes, administrative regulations and other legal authority commonly cited in a legal memorandum or used for reference. All legal sources are based on Nevada law. You will need to review and sift through the library materials to sort relevant from irrelevant material. You may use abbreviated titles and omit page references when citing cases found in the Library.

The NPT is not a test of your knowledge of substantive law. The NPT is designed to evaluate your fundamental lawyering skills. Your answer will be evaluated on the following criteria:

- Content, thoroughness, and organization of your document;
- Ability to analyze and determine relevant factual details, to distinguish relevant from irrelevant facts, and to resolve potentially conflicting facts;
- Analysis of source legal authorities to determine applicable principles of law;
- Application of the controlling law to the relevant facts and circumstances;
- Effective communication and professional presentation in writing;
- Ability to perform the requested tasks in a timely matter; and
- Ability to follow the directives provided.

In preparing your written document, it is important that you concentrate on the materials in the File and Library, which provide the specific materials on which you should rely.

You may make notes anywhere in the test materials; you may not tear pages from the question booklet.

Nevada Performance Test # 2

Time allowed for session: Two Hours

NOTE: There are twenty-five (25) pages to this examination, not including this cover sheet. Count the pages to be certain you have a complete set.

In re First Nevada Bank

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FILE

MEMORANDUM

To: Applicant

From: Senior Partner

Re: Our Client, First Nevada Bank

Date: February 27, 2025

Lakeshore Boat Sales (Lakeshore), sells new and used speed boats at Lake Mead, Nevada. Lakeshore borrowed \$1 million from our client, First Nevada Bank, in order to purchase inventory and for operating capital.

Our client learned that Lakeshore purchased a commercial power washer from Power Washer Sales for use in its business, borrowing money from Second Nevada Bank to pay the purchase price of the power washer.

As a result of several years of severe drought and decreased water levels, the summer of 2024 was disastrous economically for the boating business at Lake Mead and Lakeshore defaulted on its payment to our client. Our client's research also indicated that Lakeshore defaulted on its loan with Second Nevada Bank.

Our client's investigations into Lakeshore's assets revealed that Lakeshore sold a commercial power washer to Boulder City Boatworks for \$15,000 and deposited the money in Lakeshore's account at Third Nevada Bank.

Our client has not been paid by Lakeshore and the loan is in default. Our client has put together a file containing the results of its investigation. Please review the file and draft a memo explaining our client's rights and suggested course of action in relation to Second Nevada Bank, Third Nevada Bank and Boulder City Boatworks.

First Nevada Bank

Lakeshore Boat Sales File

Exhibit 1: Loan Agreement between Lakeshore Boat Sales and First Nevada Bank

Exhibit 2: Financing Statement Filed by First Nevada Bank

Exhibit 3: Bill of Sale for Purchase of Power Washer by Lakeshore Boat Sales

Exhibit 4: Loan Agreement Between Lakeshore Boat Sales and Second Nevada Bank

Exhibit 5: Financing Statement Filed by Second Nevada Bank

Exhibit 6: Delivery Certificate for Power Washer

Exhibit 7: Bill of Sale for Purchase of Power Washer by Boulder City Boatworks

Exhibit 8: Bank Deposit Slip

Exhibit 1: Loan Agreement between Lakeshore Boat Sales and First Nevada Bank

LOAN AGREEMENT

- I. **THE PARTIES.** This Loan Agreement ("Agreement") made February 1, 2022, is between:
- Borrower: Lakeshore Boat Sales, Inc. with a mailing address of 100 Lakeshore Road, Boulder City, Nevada 89005 ("Borrower") and who agrees to borrow money from:
- Lender: First Nevada Bank with a mailing address of 100 Main Street, Boulder City, Nevada 89005 ("Lender") and who agrees to lend money to the Borrower under the following terms:
- II. **LOAN AMOUNT.** The total amount of money being borrowed from the Lender to the Borrower is \$1,000,000.00 ("Borrowed Money").
- III. **INTEREST RATE.** The Borrowed Money shall bear interest annually at a rate of 8%.
- IV. **TERM.** The total amount of the Borrowed Money, including principal and interest, shall be due and payable on February 1, 2032 ("Due Date").
- V. **PAYMENTS.** The Borrower agrees to repay the Lender a payment of \$9,000.00 on the 1st of each month until the Due Date.
- VI. **SECURITY.** As part of this Agreement, the Borrower agrees to secure this Agreement by pledging the following collateral:
- Inventory, accounts and equipment now held or after acquired.
- VII. **ACCELERATION.** The Lender shall have the right to declare the Borrowed Money to be immediately due and payable, including interest owed, if any of the events are to occur:
- a. **Late Payment.** If any payment is late that is due under Paragraph V of more than 15 days;
 - b. **Default.** If the Borrower should default on any of the conditions of this Agreement; or
 - c. **Security.** If assets or property that are pledged as Security as part of this Agreement are transferred or sold.
- VIII. **DISPUTES.** In the event any payment under this Agreement is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorney's fees not exceeding a sum equal to the maximum usury rate in the state of Governing Law of the then outstanding balance owing on the Borrowed Amount, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default..

IX. GOVERNING LAW. This Agreement shall be construed and governed by the laws located in the state of Nevada ("Governing Law").

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

Borrower's Signature: *Larry B. Smith*, Owner, Lakeshore Boat Sales, Inc.
Print Name: Larry B. Smith

Lender's Signature: *Mary Jones*, Lending Officer, First Nevada Bank
Print Name: Mary Jones

Exhibit 2: Financing Statement Filed by First Nevada Bank

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**First Nevada Bank
100 Main Street
Boulder City, NV 89005**

FILED

2/1/2022

**NEVADA SECRETARY OF
STATE'S OFFICE**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME — Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Lakeshore Boat Sales, Inc.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

100 Lakeshore Road

CITY

Boulder City

STATE

NV

POSTAL CODE

89005

COUNTRY

US

2. DEBTOR'S NAME — Provide only one debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

First Nevada Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

100 Main Street

CITY

Boulder City

STATE

NV

POSTAL CODE

89005

COUNTRY

US

4. COLLATERAL: This financing statement covers the following collateral:

Inventory, accounts and equipment now held or after acquired.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6. Check only if applicable and check only one box:

☐ Public-Finance Transaction

☐ A Debtor is a Transmitting Utility

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor

☐ Consignee/Consignor

☐ Seller/Buyer

☐ Bailee/Bailor

☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Exhibit 3: Bill of Sale for Purchase of Power Washer by Lakeshore Boat Sales

Bill of Sale

For and in consideration of twenty-five thousand dollars (\$25,000.00), cash in hand and paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Power Washer Sales, Inc., 100 Boulder City Highway, Boulder City, Nevada, does hereby sell unto Lakeshore Boat Sales, Inc., 100 Lakeshore Road, Boulder City, Nevada, the following described equipment:

Commercial power washer (Serial No. 012345678)

Make: Washpro Model: XL Year: 2024

The undersigned seller affirms that the above information about said property is accurate to the best of his/her knowledge.

Executed as of the 1st day of March, 2024.

Seller Signature: *Peter Powers*, Owner, Power Washer Sales, Inc.

Seller printed name: Peter Powers

Buyer Signature: *Larry B. Smith*, Owner, Lakeshore Boat Sales, Inc.

Buyer printed name: Larry B. Smith

**Exhibit 4: Loan Agreement between Lakeshore Boat Sales
and Second Nevada Bank**

LOAN AGREEMENT

I. THE PARTIES. This Loan Agreement ("Agreement") made March 1, 2024, is between:

Borrower: Lakeshore Boat Sales, Inc. with a mailing address of 100 Lakeshore Road, Boulder City, Nevada 89005 ("Borrower") and who agrees to borrow money from:

Lender: Second Nevada Bank with a mailing address of 100 Boulder City Parkway, Boulder City, Nevada 89005 ("Lender") and who agrees to lend money to the Borrower under the following terms:

II. LOAN AMOUNT. The total amount of money being borrowed from the Lender to the Borrower is \$25,000.00 ("Borrowed Money").

III. INTEREST RATE. The Borrowed Money shall bear interest annually at a rate of 9%.

IV. TERM. The total amount of the Borrowed Money, including principal and interest, shall be due and payable on March 1, 2027 ("Due Date").

V. PAYMENTS. The Borrower agrees to repay the Lender a payment of \$750.00 on the 1st of each month until the Due Date.

VI. SECURITY. As part of this Agreement, the Borrower agrees to secure this Agreement by pledging the following collateral:

Commercial power washer (Serial No. 012345678)

VII. ACCELERATION. The Lender shall have the right to declare the Borrowed Money to be immediately due and payable, including interest owed, if any of the events are to occur:

- a. **Late Payment.** If any payment is late that is due under Paragraph V of more than 15 days;
- b. **Default.** If the Borrower should default on any of the conditions of this Agreement; or
- c. **Security.** If assets or property that are pledged as Security as part of this Agreement are transferred or sold.

VIII. DISPUTES. In the event any payment under this Agreement is not paid when due, the Borrower agrees to pay, in addition to the principal and interest hereunder, reasonable attorney's fees not exceeding a sum equal to the maximum usury rate in the state of Governing Law of the then outstanding balance owing on the Borrowed Amount, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

IX. GOVERNING LAW. This Agreement shall be construed and governed by the laws located in the state of Nevada ("Governing Law").

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

Borrower's Signature: *Larry B. Smith*, Owner, Lakeshore Boat Sales, Inc.

Print Name: Larry B. Smith

Lender's Signature: *Steve N. Banks*, Lending Officer, Second Nevada Bank

Print Name: Steve N. Banks

Exhibit 5: Financing Statement Filed by Second Nevada Bank

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Second Nevada Bank
100 Hoover Drive
Boulder City, NV 89005

FILED

3/25/2024

**NEVADA SECRETARY OF
STATE'S OFFICE**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME — Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Lakeshore Boat Sales, Inc.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

100 Lakeshore Road

CITY

Boulder City

STATE

NV

POSTAL CODE

89005

COUNTRY

US

2. DEBTOR'S NAME — Provide only one debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Second Nevada Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

100 Hoover Drive

CITY

Boulder City

STATE

NV

POSTAL CODE

89005

COUNTRY

US

4. COLLATERAL: This financing statement covers the following collateral:

Equipment

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6. Check only if applicable and check only one box:

☐ Public-Finance Transaction

☐ A Debtor is a Transmitting Utility

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Exhibit 6: Delivery Certificate for Power Washer

Date: March 1, 2024

Debtor: Lakeshore Boat Sales, Inc., 100 Lakeshore Road, Boulder City, Nevada 89005

Secured Party: Second Nevada Bank, 100 Hoover Drive, Boulder City, Nevada 89005

Description of Collateral: Commercial power washer (Serial No. 012345678)

Delivery Details:

- **Location of Delivery:** 100 Lakeshore Road, Boulder City, Nevada
- **Date of Delivery:** March 1, 2024

Acknowledgement:

By signing below, the Debtor acknowledges the delivery of the above-described collateral to the Secured Party, granting the Secured Party a perfected security interest in the collateral until full satisfaction of the secured debt.

Signature: *Larry B. Smith*

Owner, Lakeshore Boat Sales

Exhibit 7: Bill of Sale of Power Washer to Boulder City Boatworks

BILL OF SALE

Let it be known that **Boulder City Boatworks** (Hereinafter referred to as the “Buyer”) agrees to purchase from **Lakeshore Boat Sales** (Hereinafter referred to as the “Seller”) for the price of \$15,000.00 (US Dollars) for the following item (Hereinafter referred to as the “Equipment”):

Description: Commercial power washer (Serial No. 012345678)

Make: Washpro Model: XL Year: 2024

The date of the transfer of funds and the possession of the equipment shall occur on the 1st day of October, 2024. Seller acknowledges that they have the full ownership rights and is legally allowed to sell the Equipment. In addition, the Seller is transferring the Equipment with no warranties and strictly in “as-is”. At this time the Equipment is in operating condition.

Signature of Buyer: *Barry C. Brown*, Owner, Boulder City Boatworks

Print Name: Barry C. Brown

Date: 10/1/24

Signature of Seller: *Larry B. Smith*, Owner, Lakeshore Boat Sales, Inc.

Print Name: Larry B. Smith

Date: 10/1/24

Exhibit 8: Bank Deposit Slip

BANK DEPOSIT RECEIPT	Date: 10/1/24
Received from: Lakeshore Boat Sales	
The sum of <u>fifteen thousand and no/100</u>	\$ 15,000.00
Account number: 1234-567890	
Third Nevada Bank 100 Silver Way Boulder City, NV 89005	

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EXCERPTS FROM NEVADA REVISED STATUTES

Title 8. Commercial Instruments and Transactions. Chapter 104. Uniform Commercial Code—Original Articles Article 9 – Secured Transactions

Part 1. General Provisions

NRS 104.9102 Definitions and index of definitions.

1. In this Article:

* * *

(i) “Bank” means an organization that is engaged in the business of banking. The term includes savings banks, savings and loan associations, credit unions and trust companies.

* * *

(j) “Cash proceeds” means proceeds that are money, checks, deposit accounts or the like.

* * *

(m) “Collateral” means the property subject to a security interest or agricultural lien. The term includes:

- (1) Proceeds to which a security interest attaches;
- (2) Accounts, chattel paper, payment intangibles and promissory notes that have been sold; and
- (3) Goods that are the subject of a consignment.

* * *

(ii) “Equipment” means goods other than inventory, farm products or consumer goods.

* * *

(nnn) “Proceeds” means the following property:

- (1) Whatever is acquired upon the sale, lease, license, exchange or other disposition of collateral;

- (2) Whatever is collected on, or distributed on account of, collateral;
- (3) Rights arising out of collateral;
- (4) To the extent of the value of collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the collateral; and
- (5) To the extent of the value of collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral.

* * *

(xxx) "Security agreement" means an agreement that creates or provides for a security interest.

NRS 104.9103 Purchase-money security interest: Circumstances of existence; applicability of payments; burden of establishing.

- 1. In this section:
 - (a) "Purchase-money collateral" means goods or software that secures a purchase-money obligation incurred with respect to that collateral; and
 - (b) "Purchase-money obligation" means an obligation of an obligor incurred as all or part of the price of the collateral or for value given to enable the debtor to acquire rights in or the use of the collateral if the value is in fact so used.
- 2. A security interest in goods is a purchase-money security interest:
 - (a) To the extent that the goods are purchase-money collateral with respect to that security interest;
 - (b) If the security interest is in inventory that is or was purchase-money collateral, also to the extent that the security interest secures a purchase-money obligation incurred with

respect to other inventory in which the secured party holds or held a purchase-money security interest; and

- (c) Also to the extent that the security interest secures a purchase-money obligation incurred with respect to software in which the secured party holds or held a purchase-money security interest.

* * *

- 5. In a transaction other than a consumer-goods transaction, if the extent to which a security interest is a purchase-money security interest depends on the application of a payment to a particular obligation, the payment must be applied:
 - (a) In accordance with any reasonable method of application to which the parties agree;
 - (b) In the absence of the parties' agreement to a reasonable method, in accordance with any intention of the obligor manifested at or before the time of payment; or
 - (c) In the absence of an agreement to a reasonable method and a timely manifestation of the obligor's intention, in the following order:
 - (1) To obligations that are not secured; and
 - (2) If more than one obligation is secured, to obligations secured by purchase-money security interests in the order in which those obligations were incurred.
- 6. In a transaction other than a consumer-goods transaction, a purchase-money security interest does not lose its status as such, even if:
 - (a) The purchase-money collateral also secures an obligation that is not a purchase-money obligation;
 - (b) Collateral that is not purchase-money collateral also secures the purchase-money obligation; or
 - (c) The purchase-money obligation has been renewed, refinanced, consolidated or restructured.

7. In a transaction other than a consumer-goods transaction, a secured party claiming a purchase-money security interest has the burden of establishing the extent to which the security interest is a purchase-money security interest.

* * *

NRS 104.9108 Sufficiency of descriptions.

1. Except as otherwise provided in [subsection 3], a description of personal or real property is sufficient, whether or not it is specific, if it reasonably identifies what is described.
2. [With certain exceptions], a description of collateral reasonably identifies the collateral if it identifies the collateral by:
 - (a) Specific listing;
 - (b) Category;
 - (c) [With certain exceptions], a type of collateral defined in the Uniform Commercial Code;
 - (d) Quantity;
 - (e) Computational or allocational formula or procedure; or
 - (f) Except as otherwise provided in subsection 3, any other method, if the identity of the collateral is objectively determinable.
3. A description of collateral as “all the debtor’s assets” or “all the debtor’s personal property” or using words of similar import does not reasonably identify the collateral.

* * *

NRS 104.9109 Scope of applicability.

1. [With certain exceptions], this Article applies to:
 - (a) A transaction, regardless of its form, that creates a security interest in personal property or fixtures by contract;

* * *

Part 2. Effectiveness of Security Agreement; Attachment of Security Interest; Rights of Parties to Security Agreement

NRS 104.9201 General effectiveness of security agreement.

1. Except as otherwise provided in the Uniform Commercial Code, a security agreement is effective according to its terms between the parties, against purchasers of the collateral, and against creditors.

* * *

NRS 104.9203 Attachment and enforceability of security interest; proceeds; supporting obligations; formal requisites.

1. A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment.
2. [With certain exceptions], a security interest is enforceable against the debtor and third parties with respect to the collateral only if:
 - (a) Value has been given;
 - (b) The debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party; and
 - (c) One of the following conditions is met:
 - (1) The debtor has signed a security agreement that provides a description of the collateral . . .;

* * *

NRS 104.9204 After-acquired property; future advances.

1. [A] security agreement may create or provide for a security interest in after-acquired collateral.

* * *

Part 3. Perfection and Priority

NRS 104.9301 Law governing perfection and priority of security interests. [With certain exceptions], the following rules determine the law governing perfection, the effect of perfection or nonperfection, and the priority of a security interest in collateral:

1. Except as otherwise provided in this section, while a debtor is located in a jurisdiction, the law of that jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in collateral.
2. While collateral is located in a jurisdiction, the law of that jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a possessory security interest in that collateral.

* * *

NRS 104.9308 When security interest or agricultural lien is perfected; continuity of perfection.

1. [With certain exceptions], a security interest is perfected if it has attached and all of the applicable requirements for perfection . . . have been satisfied. A security interest is perfected when it attaches if the applicable requirements are satisfied before the security interest attaches.

NRS 104.9310 When filing required to perfect security interest or agricultural lien.

1. [With certain exceptions], a financing statement must be filed to perfect all security interests and agricultural liens.

NRS 104.9315 Secured party's rights on disposition of collateral and in proceeds.

1. [With certain exceptions]:

- (a) A security interest or agricultural lien continues in collateral notwithstanding sale, lease, license, exchange or other disposition thereof unless the secured party authorized the disposition free of the security interest or agricultural lien; and
- (b) A security interest attaches to any identifiable proceeds of collateral.

* * *

- 3. A security interest in proceeds is a perfected security interest if the security interest in the original collateral was perfected.
- 4. A perfected security interest in proceeds becomes unperfected on the 21st day after the security interest attaches to the proceeds unless:
 - (a) The following conditions are satisfied:
 - (1) A filed financing statement covers the original collateral;
 - (2) The proceeds are collateral in which a security interest may be perfected by filing in the office in which the financing statement has been filed; and
 - (3) The proceeds are not acquired with cash proceeds;
 - (b) The proceeds are identifiable cash proceeds; or
 - (c) The security interest in the proceeds is perfected when the security interest attaches to the proceeds or within 20 days thereafter.
- 5. If a filed financing statement covers the original collateral, a security interest in proceeds which remains perfected under paragraph (a) of subsection 4 becomes unperfected at the later of:
 - (a) * * *; or
 - (b) The 21st day after the security interest attaches to the proceeds.

NRS 104.9320 Protection of certain buyers of goods.

- 1. [With certain exceptions], a buyer in the ordinary course of business, other than a person buying farm products from a person engaged in farming operations, takes free of a

security interest created by the buyer's seller, even if the security interest is perfected and the buyer knows of its existence.

2. [With certain exceptions], a buyer of goods from a person who used or bought the goods for use primarily for personal, family or household purposes takes free of a security interest, even if perfected, if the buyer buys:
 - (a) Without knowledge of the security interest;
 - (b) For value;
 - (c) Primarily for his or her personal, family or household purposes; and
 - (d) Before the filing of a financing statement covering the goods.

* * *

NRS 104.9322 Priorities among conflicting security interests in and agricultural liens on same collateral.

1. Except as otherwise provided in this section, priority among conflicting security interests and agricultural liens in the same collateral is determined according to the following rules:
 - (a) Conflicting perfected security interests and agricultural liens rank according to priority in time of filing or perfection. Priority dates from the earlier of the time a filing covering the collateral is first made or the security interest or agricultural lien is first perfected, if there is no period thereafter when there is neither filing nor perfection.
 - (b) A perfected security interest or agricultural lien has priority over a conflicting unperfected security interest or agricultural lien
 - (c) The first security interest or agricultural lien to attach or become effective has priority if conflicting security interests and agricultural liens are unperfected.
2. For the purposes of paragraph (a) of subsection 1:

- (a) The time of filing or perfection as to a security interest in collateral is also the time of filing or perfection as to a security interest in proceeds; and
- (b) The time of filing or perfection as to a security interest in collateral supported by a supporting obligation is also the time of filing or perfection as to a security interest in the supporting obligation.

* * *

NRS 104.9324 Priority of purchase-money security interests.

- 1. [With certain exceptions], a perfected purchase-money security interest in inventory has priority over a conflicting security interest in the same inventory . . . if:
 - (a) The purchase-money security interest is perfected when the debtor receives possession of the inventory;
 - (b) The purchase-money secured party sends a signed notification to the holder of the conflicting security interest;
 - (c) The holder of the conflicting security interest receives the notification within 5 years before the debtor receives possession of the inventory; and
 - (d) The notification states that the person sending the notification has or expects to acquire a purchase-money security interest in inventory of the debtor and describes the inventory.

* * *

- 5. [A] perfected purchase-money security interest in goods other than inventory or livestock has priority over a conflicting security interest in the same goods, and, . . . a perfected security interest in its identifiable proceeds also has priority, if the purchase-money security interest is perfected when the debtor receives possession of the collateral or within 20 days thereafter.

Part 5. Filing

NRS 104.9502 Contents of financing statement; record of mortgage as financing statement; time of filing financing statement.

1. [With certain exceptions], a financing statement is sufficient only if it:
 - (a) Provides the name of the debtor;
 - (b) Provides the name of the secured party or a representative of the secured party; and
 - (c) Indicates the collateral covered by the financing statement.

* * *

4. A financing statement may be filed before a security agreement is made or a security interest otherwise attaches.

NRS 104.9503 Name of debtor and secured party provided in financing statement.

1. A financing statement sufficiently provides the name of the debtor:
 - (a) [With certain exceptions], if the debtor is a registered organization or the collateral is held in a trust that is a registered organization, only if the financing statement provides the name that is stated to be the registered organization's name on the public organic record most recently filed with or issued or enacted by the registered organization's jurisdiction of organization which purports to state, amend or restate the registered organization's name;

* * *

NRS 104.9504 Indication of collateral in financing statement. A financing statement sufficiently indicates the collateral that it covers if the financing statement provides:

1. A description of the collateral pursuant to NRS 104.9108; or
2. An indication that the financing statement covers all assets or all personal property.