3:73-cv-127 QM

FILED

04 MAY 27 PM 2:26

LANCE S. WILSON
CLERK

BY _____ DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA, Plaintiff, WALKER RIVER PAIUTE TRIBE, Plaintiff-Intervenor, vs. WALKER RIVER IRRIGATION DISTRICT, a corporation, et al., Defendants.	)	IN EQUITY NO. C-125-ECR Subproceeding: C-125-B REPORT OF THE UNITED STATES OF AMERICA CONCERNING STATUS OF SERVICE ON CERTAIN PERSONS AND ENTITIES

EXHIBITS 1 through 39

267

WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS

TO: Susan L. Schneider, attorney for the United States of America

1. I acknowledge receipt of your request that I waive service of a Notice in Lieu of Summons in the action of *United States v. Walker River Irrigation District*, which is docket number In Equity C-125, Subfile C-125-B, in the United States District Court for the District of Nevada.

2. I have also received a copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA, the FIRST AMENDED COUNTERCLAIM OF WALKER RIVER PAIUTE TRIBE, the CASE MANAGEMENT ORDER (Apr. 18, 2000), two copies of a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE, a copy of the ORDER – DISCLAIMER OF INTEREST and related form, a copy of the ORDER REGARDING CHANGES IN OWNERSHIP OF WATER RIGHTS and related form, two copies of this instrument (WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS), and a means by which I can return the signed waiver to you without cost to me.

3. I agree to save the cost to me of service of a Notice in Lieu of Summons and an additional copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA and the FIRST AMENDED COUNTERCLAIM OF THE WALKER RIVER PAIUTE TRIBE in this lawsuit by not requiring that I (or the entity on whose benalf I am acting) be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

4. I understand that if I waive service of a Notice in Lieu of Summons, I must mail a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE to Susan L. Schneider, attorney for the United States, and I may use the same envelope provided for return of the waiver of service.

5. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

Date 9-4-03

Sophia Acciari Seubert
Signature

Sophia Acciari Seubert
Printed Typed Name

If you are acting on behalf of any entity, identify that you are acting as: President of
(Title)

Acciari Ranch Supply, Inc.
(Corporate, Trust, Partnership or other entity)

Duty to Avoid Unnecessary Costs of Service of Notice in Lieu of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the Notice in Lieu of Summons and the First Amended Counterclaims. An entity (such as yourself) located in the United States who, after being notified of an action and asked by a plaintiff (here the United States and Tribe) located in the United States to waive service of a Notice in Lieu of Summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the claims of the opposing parties are unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the Notice in Lieu of Summons retains all defenses and objections (except any relating to the Notice in Lieu of Summons or to the service of the Notice in Lieu of Summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

An entity in this case who waives service must, within 60 days, as specified on the waiver form, provide the court and DOJ attorney S. Schneider with a notice of appearance and intent to participate.

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
WALKER RIVER PAIUTE TRIBE,	)	IN EQUITY NO. C-125
Plaintiff-Intervenor,	)	SUBFILE NO. C-125-B
vs.	)	
WALKER RIVER IRRIGATION DISTRICT, a corporation, et al.,	)	

NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE

1. I hereby enter my appearance in this sub-proceeding in this case.

2. I am filing this document with the District Court at the following address:

Chief Deputy Clerk
United States District Court for the
District of Nevada
400 South Virginia Street, Suite 301
Reno, Nevada 89501

3. In the envelope provided for return of my Waiver of Service of Notice in Lieu of Summons, I am mailing a copy of this document to:

Susan L. Schneider
Attorney for the United States of America
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 756
Littleton, Colorado 80160

4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, and facsimile number:

Attorney:

Address:

Phone Number:

Fax Number:

Sophia Acciari Seu

(Signature)

Sophia Acciari Seu

(Printed or typed Name)

Acciari Ranch Supply,

(Entity, if any, on whose behalf you are appearing)

P.O. Box 70
Smith, NV. 89430

(Address)

775-465-2319

(Telephone number)

LAW OFFICES
JOHN D. O'BRIEN, LTD.
700 SOUTH SEVENTH STREET
LAS VEGAS, NEVADA 89101-6051

JOHN D. O'BRIEN

TELEPHONE (702) 382-5222
FACSIMILE (702) 382-0540

22 September 2003

Susan L. Schneider, Attorney
United States Department of Justice
P. O. Box 756
Littleton, Colorado 80160-0756

re: United States of America v. Water River Paiute Tribe, et al
In Equity No. C-125-ECR
Subfile No. C-125-B

Dear Ms. Schneider:

I am the attorney for Alexander Dawson, Inc., a named counter-defendant in the above referenced action. I am enclosing your form of Disclaimer of Interest in Water Rights and Notice of Related Information and Documentation Supporting Disclaimer which reflects that my client does not have any interest in the subject matter of this action having sold its interest to the water rights in question to Break-A-Heart, LLC, by Corporation Grant, Bargain, Sale Deed dated and recorded on 19 July 2000 as Instrument No. 250367 in the Office of the Lyon County, Nevada Recorder.

If you need any further information in reference to this matter and I may be of assistance, then please do not hesitate to contact me.

Very truly yours,

JOHN D. O'BRIEN, LTD.

John D. O'Brien

John D. O'Brien

JDO:sw

Encl. a/s

cc: Linda Lea Sharer, Chief Deputy Clerk (w/encl.)

Exhibit 2A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA, Plaintiff, WALKER RIVER PAIUTE TRIBE, Plaintiff-Intervenor, v. WALKER RIVER IRRIGATION DISTRICT, a corporation, et al., Defendants.	In Equity No. C-125-ECR Subfile No. C-125-B **DISCLAIMER OF INTEREST IN WATER RIGHTS AND NOTICE OF RELATED INFORMATION AND DOCUMENTATION SUPPORTING DISCLAIMER**

The undersigned counter-defendant in the above action hereby notifies the Court and the United States that the undersigned (or the entity on whose behalf the undersigned is acting) has no interest in any water right within the categories set forth in Paragraph 3 of the *Case Management Order* (Apr. 18, 2000) and, therefore, **disclaims all interest in this action.**

This disclaimer and notice shall be sent to the following two persons:

Linda Lea Sharer, Chief Deputy Clerk
United States District Court for the District of Nevada
400 South Virginia Street, Suite 301
Reno, NV 89501

<u>And</u>

Susan L. Schneider
United States Department of Justice
P.O. Box 756
Littleton, CO 80160

In addition, because the undersigned sold or otherwise conveyed ownership of all of the

water rights that the undersigned (or the entity on whose behalf the undersigned is acting) once owned before the undersigned was served with a Waiver of Service of Notice in Lieu of Summons or by a Notice in Lieu of Summons, the undersigned provides the following additional information:

1. The name and address of the party or parties who sold or otherwise conveyed ownership:

Name(s): Alexander Dawson, Inc.

Street or P.O. Box: 4045 South Spencer Street, Suite 312

Town or City: Las Vegas

State: Nevada

Zip Code: 89119

2. The name and address of each person or entity who acquired ownership

Name(s): BREAK_A_HEART, LLC

Street or P.O. Box: P. O. Box 234

Town or City: Carson City

State: Nevada

Zip Code: 89702

3. Attached to or included with this notice is a copy of the (check appropriate box(es)):

- ☒ Deed
- ☐ Court Order
- ☐ Other Document.

by which the change in ownership was accomplished.

4. The undersigned acknowledges that any person or entity who files a Disclaimer of Interest in this matter is ultimately responsible for the accuracy of this filing. Consequently, the undersigned acknowledges that any person or entity who files a Disclaimer of Interest, but, in fact, has water rights subject to this litigation, shall nevertheless be bound by the results of this litigation.

Executed this 22nd day of September 200 3

ALEXANDER DAWSON, INC.

By

OSWALD GUTSCHE
Its President
4045 S. Spencer St. #312
Las Vegas, NV 89119
(702) 733-7880

[signature of counter-defendant]

[name of counter-defendant]

[name, if applicable, of person acting on behalf of counter-defendant]

[signature, if applicable, of person acting on behalf of Counter-Defendant]

[address]

[telephone number]

Escrow No. LV-1Q00319-RT /30/12

APN: APN 14-081-01 AND 15-051-01

The undersigned grantor(s) declare(s):

Documentary transfer tax is $ 884.00, computed on full value of property conveyed.

CORPORATION GRANT, BARGAIN, SALE DEED

Alexander Dawson, Inc.

a corporation organized and existing under the laws of the State of Nevada, and having its principal place of business at 4045 S. Spencer Street, Suite 312, Las Vegas, Nevada 89119 *in consideration of $10.00 Dollars, does hereby Grant, Bargain, Sell and Convey to*

Break-A-Heart, LLC, a Nevada Limited Liability Company *all that real property in the County of* Lyon, *State of Nevada, bounded and described as follows:*

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO THE HEREIN DESCRIBED PROPERTY AS OWNED BY THE GRANTOR UNDER PERMIT NO. 30867/CERTIFICATE NO. 11225; PERMIT NO. 30868/CERTIFICATE NO. 11226; PERMIT NO. 45184/CERTIFICATE NO. 11853; PERMIT NO. 45594/CERTIFICATE NO. 11914; PERMIT NO. 45595/CERTIFIATE NO. 11242; PERMIT NO. 49690 AND PERMIT NO. 51100.

FURTHER TOGETHER WITH ANY AND ALL MINERAL RIGHTS APPURTENANT TO THE HEREIN DESCRIBED PROPERTY AS OWNED BY THE GRANTOR HEREIN.

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF said Grantor has caused its corporate name to be hereto affixed by its _____ President and _____ Secretary thereunto duly authorized pursuant to a Corporate Resolution of its Board of Directors.

Dated: 6-19-2000

Alexander Dawson, Inc.

by _____

Oswald Gutsche, President

STATE OF NEVADA)

COUNTY OF Clark)

ON 06-19-00 *before me, the undersigned, a Notary Public in and for said County and State, personally appeared* Oswald Gutsche *known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws and Resolution of its Board of Directors.*

No.

Kimberley Johnston
NOTARY PUBLIC

Notary Public - State of Nevada
COUNTY OF CLARK
KIMBERLEY JOHNSTON
No. 98-1980-1 My Appointment Expires Nov. 12, 2002

Compared with Original in Lyon County Recorder

250367

WHEN RECORDED MAIL TO:

Break-A-Heart, LLC, a Nevada Limited Liability Company
P. O. Box 234
Carson City, NV 89702

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY

00 JUL 19 AM 11:55

MARY C. HILLIGAN
COUNTY RECORDER

FEE _____ DEP. _____

LY-1000319-RT
301112

EXHIBIT "A" ATTACHED TO: GRANT DEED

EXHIBIT "A"
(Page 1 of 3)

All that certain real property situate in the county of Lyon, State of Nevada, described as follows:

PARCEL 1: TOWNSHIP 15 NORTH, RANGE 25 EAST, M.D.B.&M.

Section 15: Southwest one-quarter (SW ¼)

EXCEPTING THEREFROM the North one-half of the Northwest one-quarter of the Southwest one-quarter (N ½ of NW ¼ of SW ¼)

Section 16: Southwest one-quarter (SW ¼); North one-half of the Southeast one-quarter (N ½ of SE ¼); Southwest one-quarter of the Southeast one-quarter (SW ¼ of SE ¼)

EXCEPTING THEREFROM the North one-half of the North one-half of the Southeast one-quarter (N ½ of N ½ of SE ¼); and that portion of the North one-half of the North one-half of the Southwest one-quarter, which is located East of the right of way of Highway 95A.

Section 18: East one-half of the Southwest one-quarter (E ½ of SW ¼); South one-half of the Northwest one-quarter (S ½ of NW ¼)

Section 19: Northeast one-quarter (NE ¼); Southeast one-quarter of the Northwest one-quarter (SE ¼ of NW ¼); Northeast one-quarter of the Southeast one-quarter (NE ¼ of SE ¼)

Section 20: North one-half (N ½); North one-half of the Southwest one-quarter (N ½ of SW ¼)

Section 21: West one-half (W ½)

EXCEPTING THEREFROM all those portions deeded to Sierra Pacific Power Company in that certain deed filed in the office of the County Recorder of Lyon County, Nevada on January 3, 1967, in Book 49 of Deeds, Page 598, as File No. 97739, being further described as Parcel A and Parcel B as follows:

PARCEL A: All that real property wholly within the South one-half of the Southwest one-quarter (S ½ of SW ¼) of Section 21, Township 15 North, Range 25 East, M.D.B.&M., and lying Southerly of the following described boundary line:

A line whose bearing is North 7[illegible]°05' West and being 950.00 feet Southerly of and parallel to the Southerly right of way boundary of the Southern Pacific Ra[illegible]d right of way.

Continued...

EXHIBIT "A"
(Page 2 of 3)

PARCEL B: A portion of the North one-half of the Southwest one-quarter (N ½ of SW ¼) of Section 20 and a portion of the Northeast one-quarter of the Southeast one-quarter (NE ¼ of SE ¼) of Section 19, and all situate in Township 15 North, Range 25 East, M.D.B.&M.

A strip of Land 150.00 feet in width and being 75.0 feet on each side of the following described center line:

Commencing at the section corner common to Sections 21, 22, 27 and 28, Township 15 North, Range 25 East, M.D.B.&M., THENCE South 00°12'00" East, 820.0 feet; thence North 74°05' West parallel to and 1025.0 feet Southerly of the right of way boundary of the Southerly railroad right of way, a distance of 8230.92 feet, more or less, to the true point of beginning, said point of beginning being on the East boundary of the North one-half of the Southwest one-quarter (N ½ of SW ¼) of said Section 20; thence North 74°05' West, 3059.28 feet more or less to the North boundary of the Northeast one-quarter of the Southeast one-quarter (NE ¼ of SE ¼) of Section 19, Township 15 North, Range 25 East, M.D.B.&M.

Together with the privilege of ingress to and egress over two strips of land each 50.0 feet in width and running perpendicular to said Parcel B above excepted.

Centerline of said strips of land to be located 200.0 feet and 2600.0 feet measured along said center line of Parcel B from the East boundary of the North one-half of the Southwest one-quarter (N ½ of SW ¼) of Section 20, Township 15 North, Range 25 East, M.D.B.&M.

ALSO EXCEPTING THEREFROM all that real property deeded to the State of Nevada in that certain deed filed in the office of the County Recorder of Lyon County, Nevada on February 5, 1964, in Book 46 of Deeds, Page 452, as File No. 88074, being more particularly described as follows:

All that certain real property situate, lying and being in the County of Lyon, State of Nevada, further described as being a piece or parcel of land lying and being in portions of the Southwest one-quarter of the Southeast one-quarter (SW ¼ of SE ¼); the Southeast one-quarter of the Southwest one-quarter (SE ¼ of SW ¼); and North one-half of the Southwest one-quarter (N ½ of SW ¼), all in Section 16 and the Northeast one-quarter of the Northwest one-quarter (NE ¼ of NW ¼) of Section 21, all in Township 15 North, Range 25 East, M.D.B.&M., and more fully described by metes and bounds as follows, to wit:

Beginning at a point of intersection of the left or Westerly right of way line of S.R. 2B (U.S. 95 ALT.) and the North-South quarter section line of said Section 21; said point of beginning being 50 feet left of and at right angles to Highway Engineer's Station "L"54+95.99 P.O.T. and being further described as bearing South 89°02' 14" East a distance of 2637.31 feet from the Northwest corner of said Section 21; thence North 32°25'24" West along the left or Westerly highway right of way line of S.R. 2B (U.S. 95 ALT.) a distance of 1580.81 feet to a point; thence from a tangent which bears the last described course, curving to the left along said left or Westerly highway right of way line with a radius of 9,950 feet, through an angle of 9°47'10" an arc distance of 1699.46 feet to an intersection with the East-West quarter section line of said Section 16; thence East along said East-West quarter section line a distance of 134.46 feet to an intersection with the right or Easterly highway right of way line of S.R. 2B (U.S. 95 ALT.); thence from a tangent which bears South 41°41'40" East curving to the right

along said right or Easterly highway right of way line with a radius of 10,050 feet, through an angle of 9°16'16", an arc distance of 1626.20 feet to a point; th[illegible]e South 32°25'24" East along said right or [illegible]erly highway right of way line a distance of [illegible] feet to an intersection with the South boundary of said Section 16; thence West along the South boundary of said Section 16 a distance of 90.24 feet to the South quarter corner of said Section 16; thence South 0°06'53" West along the East boundary of the Northeast one-quarter of the Northwest one-quarter (NE ¼ of NW ¼) of said Section 21 a distance of 44.32 feet to the point of beginning.

PARCEL 2:

TOGETHER WITH an easement and right of way for access, granted to Alexander Dawson, Inc., by Agri-Technology Corporation, across the Northwest one-quarter of the Southwest one-quarter of Section 15, Township 15 North, Range 25 East, M.D.B.&M., as set forth in Document No. 32993, Lyon County Official Records.

Continued...

EXHIBIT "A"
(Page 3 of 3)

PARCEL 3: TOWNSHIP 15 NORTH, RANGE 24 EAST, M.D.B.&M.

Section 1: Southwest one-quarter of the Southwest one-quarter (SW ¼ of SW ¼)

Section 2: East one-half of the West one-half (E ½ of W ½); Northwest one-quarter of the Northeast one-quarter (NW ¼ of NE ¼); South one-half of the Northeast one-quarter (S ½ of NE ¼); Southeast one-quarter (SE ¼)

Section 11: North one-half of the Northeast one-quarter (N ½ of NE ¼)

Section 12: Northwest one-quarter of the Northwest one-quarter (NW ¼ of NW ¼); Southeast one-quarter of the Northwest one-quarter (SE ¼ of NW ¼); North one-half of the Southeast one-quarter (N ½ of SE ¼); Southeast one-quarter of the Southeast quarter (SE ¼ of SE ¼)

WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS

TO: Susan L. Schneider, attorney for the United States of America

1. I acknowledge receipt of your request that I waive service of a Notice in Lieu of Summons in the action of *United States v. Walker River Irrigation District*, which is docket number In Equity C-125, Subfile C-125-B, in the United States District Court for the District of Nevada.

2. I have also received a copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA, the FIRST AMENDED COUNTERCLAIM OF WALKER RIVER PAIUTE TRIBE, the CASE MANAGEMENT ORDER (Apr. 18, 2000), two copies of a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE, a copy of the ORDER – DISCLAIMER OF INTEREST and related form, a copy of the ORDER REGARDING CHANGES IN OWNERSHIP OF WATER RIGHTS and related form, two copies of this instrument (WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS), and a means by which I can return the signed waiver to you without cost to me.

3. I agree to save the cost to me of service of a Notice in Lieu of Summons and an additional copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA and the FIRST AMENDED COUNTERCLAIM OF THE WALKER RIVER PAIUTE TRIBE in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

4. I understand that if I waive service of a Notice in Lieu of Summons, I must mail a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE to Susan L. Schneider, attorney for the United States, and I may use the same envelope provided for return of the waiver of service.

5. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

Date: 3/10/04

Signature

Henry C. Hodges Jr.

Printed Typed Name

If you are acting on behalf of any entity, identify that you are acting as: member of

(Title)

Break-a-Heart LLC

(Corporate, Trust, Partnership or other entity)

Duty to Avoid Unnecessary Costs of Service of Notice in Lieu of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the Notice in Lieu of Summons and the First Amended Counterclaims. An entity (such as yourself) located in the United States who, after being notified of an action and asked by a plaintiff (here the United States and Tribe) located in the United States to waive service of a Notice in Lieu of Summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

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An entity in this case who waives service must, within 60 days, as specified on the waiver form, provide the court and DOJ attorney S. Schneider with a notice of appearance and intent to participate.

Exhibit 2B

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

LANCE S. WILSON
CLERK
BY _____ DEPUTY

UNITED STATES OF AMERICA, Plaintiff, WALKER RIVER PAIUTE TRIBE, Plaintiff-Intervenor, vs. WALKER RIVER IRRIGATION DISTRICT, a corporation, et al.,	IN EQUITY NO. C-125 SUBFILE NO. C-125-B

NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE

1. I hereby enter my appearance in this sub-proceeding in this case.

2. I am filing this document with the District Court at the following address:

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United States District Court for the
District of Nevada
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Reno, Nevada 89501

3. In the envelope provided for return of my Waiver of Service of Notice in Lieu of Summons, I am mailing a copy of this document to:

Susan L. Schneider
Attorney for the United States of America
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 756
Littleton, Colorado 80160

4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, and facsimile number:

Attorney: George N. Benesch

Address: 9432 Double R Blvd., Suite B
Reno, NV 89521

Phone Number: 775-827-3100

Fax Number: 775-827-3020

(Signature)

George N. Benesch

(Printed or typed Name)

Break-a-Heart, LLC

(Entity, if any, on whose behalf you are appearing)

(Address)

(Telephone number)

WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS

TO: Susan L. Schneider, attorney for the United States of America

1. I acknowledge receipt of your request that I waive service of a Notice in Lieu of Summons in the action of *United States v. Walker River Irrigation District*, which is docket number In Equity C-125, Subfile C-125-B, in the United States District Court for the District of Nevada.

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Date Aug. 21, 2003

Doris J. Allen
Signature

DORIS J. ALLEN
Printed Typed Name

If you are acting on behalf of any entity, identify that you are acting as: _____ of
(Title)

_____
(Corporate, Trust, Partnership or other entity)

Duty to Avoid Unnecessary Costs of Service of Notice in Lieu of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the Notice in Lieu of Summons and the First Amended Counterclaims. An entity (such as yourself) located in the United States who, after being notified of an action and asked by a plaintiff (here the United States and Tribe) located in the United States to waive service of a Notice in Lieu of Summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the claims of the opposing parties are unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the Notice in Lieu of Summons retains all defenses and objections (except any relating to the Notice in Lieu of Summons or to the service of the Notice in Lieu of Summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

An entity in this case who waives service must, within 60 days, as specified on the waiver form, provide the court and DOJ attorney S. Schneider with a notice of appearance and intent to participate.

Exhibit 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
WALKER RIVER PAIUTE TRIBE,	)	IN EQUITY NO. C-125
Plaintiff-Intervenor,	)	SUBFILE NO. C-125-B
vs.	)	
WALKER RIVER IRRIGATION DISTRICT, a corporation, et al.,	)	

NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE

1. I hereby enter my appearance in this sub-proceeding in this case.

2. I am filing this document with the District Court at the following address:

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United States District Court for the
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Susan L. Schneider
Attorney for the United States of America
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 756
Littleton, Colorado 80160

4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, and facsimile number:

Attorney:

Address:

Phone Number:

Fax Number:

Doris J. Allen

(Signature)

DORIS J. ALLEN

(Printed or typed Name)

(Entity, if any, on whose behalf you are appearing)

17 Smith Lane
Yerington, NV 89447

(Address)

775-463-5772

(Telephone number)

DEATH RECORD

Information Current Through:
Database Last Updated:01/24/2004
Updated Frequency:WeeklyMonthly
Current Date:02/02/2004
Source:Social Security Administration Death Index

Name:**DAVID** L **ALLEN**

SSN:466-44-8032

State Where SSN Issued:TEXAS

Date of Birth:02/25/1931

Date of Death:09/25/1997

Age at Death:66

Verification of Death:'V' Report verified with a family member or someone acting on behalf of the family

Last Residence:YERINGTON, **NV** 89447

TO ORDER ORIGINAL FILINGS OR OTHER RELATED DOCUMENTS, CALL 1-877-DOC-RETR (1-877-362-7387).

END OF DOCUMENT

Copr. © West 2004 No Claim to Orig. U.S. Govt. Works

Case 3:73-cv-00127-RCJ-WGC Document 2641613 Filed 05/27/04 Page 24 of

State of Nevada
Dept. of Conservation & Natural Resources
Division of Water Resources

Nevada Division of Water Resources

Well Log Database

Query Results

Type of Site: N
Sequence No.: 2302

Log No.: 27453
Permit No.: 47996
Basin: 110C
Notice of Intent#:

Owner: ALLEN, DAVID L
Mailing/Well Address: 17 SMITH LN YERINGTON NV

Location NE SW **Sec:** 18 **Twn:** 07N **Rng:** 32E **Ref:** MD **State/Co. Code:** 32

Waiver No: **Parcel No.:** **Lot No.:** **Block No.:**

Type of Work: N **Proposed Use:** N **Drilling Method** U **Subdiv. Name:**

Source Agency: NV003
Depth to Bedrock:
Construction Data Quality: F
Lithologic Data Quality: F
Aquifer Type:
Date Started:
Date Complete: 5/19/1986
Yield 56 **G.P.M.**
Draw Down: 230 **After Hours Pump:** 24
Pumping Water Level:
Specific Capacity:
Test Method: P
Work Type Remarks:

General Remarks:

Additional Remarks:

Well Construction

Hole Depth: 915 **feet**
Surface Casing Diameter: 7 **inches**
Cased To: 915 ***feet***
Casing Reductions: 0
Perforations:
From 810 **feet to** 915 **feet**
Perforation Length:
Perforation Intervals: 1
Depth of Seal: feet
Gravel Packed: N
from 0 **feet to** 0 **feet**
Static Water Level: 650 **ft below LSD**
Water Temperature: 80° **F**
Contractor Name: ALLEN DRILLING COMPANY
Contractor License Number: 10973
Address: 17 SMITH LN YERINGTON NV
Contractor's Drlr No.: 671
Driller Lic.No.: 671

arcel Number 014-592-16
ast Updated 12/05/03 By * PP [illegible]ER

Ownership (F6=All Owners F7=Documents)

egal Owner..... ALLEN, DAVID L & DORIS J Force Assmt Notice.... LY
ssessed Owner..... ALLEN, DAVID L & DORIS J
ail Address..... 17 SMITH LN

City, State..... YERINGTON, NV Zip... 89447-0000
esting Doc #, Date. 0/00/00 Yr,Bk,Pg 00 000 000 Corr Rq'd
ap Document #s.....

Description (F11=Additional Locations)

	#	Dir	Street or Other Description	Unit #(s)
Property Location...	17		SMITH LN 9-13-26 FR NW4 SE4 SW4	

Subdivision..... Block.... Lot....
Town.....
Property Name.....
Remarks.....
Parcel # Containing Descriptive/Document Data....

Size

Total Acres... 9.80 Square Feet.... 0
Ag Acres..... .00 W/R Acres..... .00

F9=Scan >/< > F10=Other Functions F12=Cancel F14=Imprvmnts/Appraisal Data
F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years
F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts

David L. Allen
died 9/25/97 @
Yerington.
Ø off at Death -
Still vested in both
names -

(Born 2/25/31

So, as in JT,
All to wife

A portion of the Southwest one-quarter (SW¼) of Section 31, T. 11 N., R. 23 E., M.D.B. & M., in Smith Valley, Lyon County, Nevada;

Centerline of said right of way to be as follows;

Beginning at a point from which the Southwest corner of the said Section 31, T. 11 N., R. 23 E., M.D.B. & M., bears S. 74° 05' W., at a distance of 1567.1 feet more or less, said point of beginning being the existing Sierra Pacific Power Company pole #93229, and running from said point of beginning

Thence, Southwesterly, (approximately S. 34° 26' W.) a distance of 527.5 feet more or less, to the southerly section line of said Section 31.

Grantee, its contractors, agents and employees, shall have the right to ingress to and egress from said right of way and the electric power line thereon for the exercise of the rights herein granted, with the specific understanding the Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor___ by reason of the construction, maintenance, or repair of said line.

Grantee shall have the right from time to time to increase or decrease the size and number of poles, wires, and appurtenances, which may be installed in or upon the right of way hereby, and to cut and remove brush and timber which may interfere with the operation of said power line.

IN WITNESS WHEREOF, the Grantors have executed this grant, this 29 day of March, 1966.

WITNESS	PRINT NAME	SIGN HERE
_____	_____	John Urrea
_____	_____	Marjorie L. Urrea

STATE OF NEVADA, }
COUNTY OF LYON } ss.

On this 29 day of March A.D. one thousand nine hundred and sixty six personally appeared before me Jess L. Bishop, a Notary Public in and for said County of Lyon John Urrea and Marjorie L. Urrea known (or proved) to me to be the persons described in and who executed the annexed instrument, who acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Lyon, the day and year in this certificate first above written.

(Notarial Seal)
My commission expires Nov. 13, 1969

Jess L. Bishop
Notary Public in and for the County of Lyon, State of Nevada.

Recorded at Request of Sierra Pac. Power May 26, 1966 at 5 min. past 12 P. M.

Jas. F. Barton, County Recorder
By Ellen Gill Deputy

FILE NO. 96056

JOINT TENANCY DEED

THIS INDENTURE made the 5th day of May one thousand nine hundred and sixty-six between H. H. Thurston and Belle H. Thurston, husband and wife, the parties of the first part, and David L. Allen and Doris J. Allen, Yerington, Nevada, (Route 2, Box 224) the parties of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of Ten and no/100 dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt thereof is hereby acknowledged, do by these presents grant, bargain, and sell unto the said parties of the second part, in joint tenancy and to the survivor forever, all that certain lot, piece or parcel of land situate in Mason Valley, County of Lyon, State of Nevada, and bounded and described as follows, to-wit:

Beginning at a point 660.0 feet West and 660.0 feet North of the One-Quarter Corner common to Section 9 and 16, T. 13 N, R 26 E, M.D.B. &M; thence from said point of beginning 1st course West 651.9 feet; thence 2nd course North 660.0 feet; thence 3rd course East 654.0 feet; thence 4th course South 660.0 feet to the place of beginning. Containing 9.9 acres more or less and subject to a 15 foot easement for a roadway along the East line of said Property.

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

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, as joint tenants, and not as tenants in common, with right of survivorship, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the said parties of the first part, have executed this conveyance the day and year first above written.

H. H. Thurston

Belle K. Thurston

STATE OF NEVADA, }
COUNTY OF LYON } ss.

On this 7th day of May, A.D. one thousand nine hundred and sixty-six personally appeared before me, Carl C. Gelmstedt, a Notary Public in and for the said County of Lyon, H. H. Thurston and Belle K. Thurston, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Lyon, the day and year in this certificate first above written.

(Notarial Seal)
My commission expires June 24, 1967
$5.50 Int. Rev. Stamps affixed and cancelled.

Carl C. Gelmstedt
Notary Public in and for the County of Lyon, State of Nevada.

Recorded at Request of Carl C. Gelmstedt May 26, 1966 at 45 min. past 2 P. M.

Jas. F. Barton, County Recorder
By Alice Gill Deputy

[illegible] 96059

[illegible]

6425[illegible]-[illegible] (51[illegible]4-LY)

[illegible], made this 25 day of May, 19[illegible], by and between [illegible] DEVELOPMENT COMPANY, a partnership, party of the first part, and [illegible] TAO[illegible] and [illegible] TAO[illegible], husband and wife, as joint tenants with right of survivorship and not as tenants in common, parties of the second part,

[illegible]: That the said party of the first part, in consideration of the sum of [illegible] ([illegible]), lawful money of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said parties of the second part, and to the survivor of them, and to the heirs and assigns of such survivor forever, and undivided one-half (1/2) in exact in and to that certain lot, piece or parcel of land situate in the County of Lyon, State of Nevada, that is described as follows:

Lot [illegible] in Block C, as shown on the [illegible] NO. 1, filed in the office of the County Recorder of Lyon County, Nevada, on August 3, 1964.

[illegible] the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Exhibit 4

WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS

TO: Susan L. Schneider, attorney for the United States of America

1. I acknowledge receipt of your request that I waive service of a Notice in Lieu of Summons in the action of *United States v. Walker River Irrigation District*, which is docket number In Equity C-125, Subfile C-125-B, in the United States District Court for the District of Nevada.

2. I have also received a copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA, the FIRST AMENDED COUNTERCLAIM OF WALKER RIVER PAIUTE TRIBE, the CASE MANAGEMENT ORDER (Apr. 18, 2000), two copies of a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE, a copy of the ORDER – DISCLAIMER OF INTEREST and related form, a copy of the ORDER REGARDING CHANGES IN OWNERSHIP OF WATER RIGHTS and related form, two copies of this instrument (WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS), and a means by which I can return the signed waiver to you without cost to me.

3. I agree to save the cost to me of service of a Notice in Lieu of Summons and an additional copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA and the FIRST AMENDED COUNTERCLAIM OF THE WALKER RIVER PAIUTE TRIBE in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

4. I understand that if I waive service of a Notice in Lieu of Summons, I must mail a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE to Susan L. Schneider, attorney for the United States, and I may use the same envelope provided for return of the waiver of service.

5. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

Date: 10/23/03

Signature

EVAN L. ALLRED

Printed/Typed Name

If you are acting on behalf of any entity, identify that you are acting as: _____ of
(Title)

_____
(Corporate, Trust, Partnership or other entity)

Duty to Avoid Unnecessary Costs of Service of Notice in Lieu of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the Notice in Lieu of Summons and the First Amended Counterclaims. An entity (such as yourself) located in the United States who, after being notified of an action and asked by a plaintiff (here the United States and Tribe) located in the United States to waive service of a Notice in Lieu of Summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the claims of the opposing parties are unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the Notice in Lieu of Summons retains all defenses and objections (except any relating to the Notice in Lieu of Summons or to the service of the Notice in Lieu of Summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

An entity in this case who waives service must, within 60 days, as specified on the waiver form, provide the court and DOJ attorney S. Schneider with a notice of appearance and intent to participate.

Exhibit 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
WALKER RIVER PAIUTE TRIBE,	)	IN EQUITY NO. C-125
Plaintiff-Intervenor,	)	SUBFILE NO. C-125-B
vs.	)	
WALKER RIVER IRRIGATION DISTRICT, a corporation, et al.,	)	

NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE

1. I hereby enter my appearance in this sub-proceeding in this case.

2. I am filing this document with the District Court at the following address:

Chief Deputy Clerk
United States District Court for the
District of Nevada
400 South Virginia Street, Suite 301
Reno, Nevada 89501

3. In the envelope provided for return of my Waiver of Service of Notice in Lieu of Summons, I am mailing a copy of this document to:

Susan L. Schneider
Attorney for the United States of America
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 756
Littleton, Colorado 80160

4. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

5. If I (or the entity on whose behalf I am acting) have retained an attorney to represent me in these proceedings, I identify that attorney below, along with his or her mailing address, telephone number, and facsimile number:

Attorney: George M. Keele, Esq.

Address: 1692 County Road, #A
Minden, NV 89423

Phone Number: 775-782-9781

Fax Number: 775-782-2970

(Signature)

EVAN L. ALLRED

(Printed or typed Name)

(Entity, if any, on whose behalf you are appearing)

913 North Mountain
Carson City NV 89701

(Address)

775-782-9781

(Telephone number)

Exhibit 5A

WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS

TO: Susan L. Schneider, attorney for the United States of America

1. I acknowledge receipt of your request that I waive service of a Notice in Lieu of Summons in the action of *United States v. Walker River Irrigation District*, which is docket number In Equity C-125, Subfile C-125-B, in the United States District Court for the District of Nevada.

2. I have also received a copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA, the FIRST AMENDED COUNTERCLAIM OF WALKER RIVER PAIUTE TRIBE, the CASE MANAGEMENT ORDER (Apr. 18, 2000), two copies of a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE, a copy of the ORDER – DISCLAIMER OF INTEREST and related form, a copy of the ORDER REGARDING CHANGES IN OWNERSHIP OF WATER RIGHTS and related form, two copies of this instrument (WAIVER OF SERVICE OF NOTICE IN LIEU OF SUMMONS), and a means by which I can return the signed waiver to you without cost to me.

3. I agree to save the cost to me of service of a Notice in Lieu of Summons and an additional copy of the FIRST AMENDED COUNTERCLAIM OF THE UNITED STATES OF AMERICA and the FIRST AMENDED COUNTERCLAIM OF THE WALKER RIVER PAIUTE TRIBE in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

4. I understand that if I waive service of a Notice in Lieu of Summons, I must mail a NOTICE OF APPEARANCE AND INTENT TO PARTICIPATE to Susan L. Schneider, attorney for the United States, and I may use the same envelope provided for return of the waiver of service.

5. I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the Court except for objections based on a defect in the Notice in Lieu of Summons or in the service of the Notice in Lieu of Summons.

Date 9/2/2003

Deborah S. Droller
Signature

Deborah S. Droller
Printed Typed Name

If you are acting on behalf of any entity, identify that you are acting as: Senior Attorney of
(Title)

AT&T Corp. (by virtue of a change of name of the Corporation from American Telephone and Telegraph Company to AT&T Corp. effective April 20, 1994)
(Corporate, Trust, Partnership or other entity)

Duty to Avoid Unnecessary Costs of Service of Notice in Lieu of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the Notice in Lieu of Summons and the First Amended Counterclaims. An entity (such as yourself) located in the United States who, after being notified of an action and asked by a plaintiff (here the United States and Tribe) located in the United States to waive service of a Notice in Lieu of Summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the claims of the opposing parties are unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the Notice in Lieu of Summons retains all defenses and objections (except any relating to the Notice in Lieu of Summons or to the service of the Notice in Lieu of Summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

An entity in this case who waives service must, within 60 days, as specified on the waiver form, provide the court and DOJ attorney S. Schneider with a notice of appearance and intent to participate.

Exhibit 5A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA, Plaintiff, WALKER RIVER PAIUTE TRIBE, Plaintiff-Intervenor, v. WALKER RIVER IRRIGATION DISTRICT, a corporation, et al., Defendants.	In Equity No. C-125-ECR Subfile No. C-125-B **DISCLAIMER OF INTEREST IN WATER RIGHTS AND NOTICE OF RELATED INFORMATION AND DOCUMENTATION SUPPORTING DISCLAIMER**

The undersigned counter-defendant in the above action hereby notifies the Court and the United States that the undersigned (or the entity on whose behalf the undersigned is acting) has no interest in any water right within the categories set forth in Paragraph 3 of the *Case Management Order* (Apr. 18, 2000) and, therefore, **disclaims all interest in this action.**

This disclaimer and notice shall be sent to the following two persons:

Linda Lea Sharer, Chief Deputy Clerk
United States District Court for the District of Nevada
400 South Virginia Street, Suite 301
Reno, NV 89501

And

Susan L. Schneider
United States Department of Justice
P.O. Box 756
Littleton, CO 80160

In addition, because the undersigned sold or otherwise conveyed ownership of all of the

water rights that the undersigned (or the entity on whose behalf the undersigned is acting) once owned before the undersigned was served with a Waiver of Service of Notice in Lieu of Summons or by a Notice in Lieu of Summons, the undersigned provides the following additional information:

1. The name and address of the party or parties who sold or otherwise conveyed ownership: Not Applicable

Name(s):

Street or P.O. Box:

Town or City:

State:

Zip Code:

2. The name and address of each person or entity who acquired ownership

Not Applicable

Name(s):

Street or P.O. Box:

Town or City:

State:

Zip Code:

3. Attached to or included with this notice is a copy of the (check appropriate box(es)): Not Applicable

- ☐ Deed
- ☐ Court Order
- ☐ Other Document.

by which the change in ownership was accomplished.

4. The undersigned acknowledges that any person or entity who files a Disclaimer of Interest in this matter is ultimately responsible for the accuracy of this filing. Consequently, the undersigned acknowledges that any person or entity who files a Disclaimer of Interest, but, in fact, has water rights subject to this litigation, shall nevertheless be bound by the results of this litigation.

Executed this 22nd day of September 2003

[signature of counter-defendant]

AT&T Corp. (by virtue of a change of name of the Corporation from American Telephone & Telegraph Company to AT&T Corp., Effective April 20, 1994)

[name of counter-defendant]

Deborah S. Droller
Senior Attorney

[name, if applicable, of person acting on behalf of counter-defendant]

Deborah S. Droller

[signature, if applicable, of person acting on behalf of Counter-Defendant]

AT&T
3033 Chain Bridge Road, D-D2.302
Oakton, VA 22185

[address]

703-691-6027

[telephone number]

NEVADA
First Amendment
to
Bill of Sale and General Assignment and Assumption Agreement

THIS FIRST AMENDMENT TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Amendment"), dated as of November 30, 2000, by and between **AT&T CORP., a New York corporation,** (for itself and on behalf of any Subsidiary,[1]) (collectively, "Seller"), having an address at 295 North Maple Avenue, Basking Ridge, New Jersey 07920-1002 and **AMERICAN TOWER MANAGEMENT, INC., a Delaware corporation** ("Buyer"), having an address at 116 Huntington Avenue, Boston, Massachusetts 02116.

RECITALS

A. Pursuant to Section 2.6 of the Purchase and Sale Agreement (the "Purchase and Sale Agreement"), dated as of September 10, 1999, between AT&T Corp. and American Tower Corporation, the Seller sold to Buyer the Sites identified on Exhibit "A" attached to that certain Bill of Sale and General Assignment and Assumption Agreement dated as of November 30, 2000 (the "Bill of Sale");

B. The Bill of Sale contained an incorrect legal description for Topaz Lake (NV0360); and

C. The Buyer and Seller have agreement to amend the Bill of Sale to attach the correct legal description for Topaz Lake (NV0360).

NOW, THEREFORE, in consideration of the receipt of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

SECTION 1. Exhibit "A". In order to correct a scrivener's error, the Bill of Sale is hereby amended by deleting in its entirety the legal description of Topaz Lake (NV0360) attached to the Bill of Sale and substituting in lieu thereof the legal description of Topaz Lake (NV0360) attached to this First Amendment.

SECTION 2. Defined Terms. All defined terms used but not defined herein shall have their respective meanings set forth in the Purchase and Sale Agreement and in the Bill of Sale.

SECTION 3. Assignment; Third Parties. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, all in accordance with the terms and conditions set forth in the Bill of Sale.

[1] In this context, "Subsidiary" shall mean any individual, corporation, limited liability company, partnership, association, trust, or any other entity or organization, more than 50% of whose outstanding voting securities or other equity interests are directly or indirectly owned by AT&T Corp.

SECTION 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.

SECTON 5. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section, provided receipt of copies of such counterparts is confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first above written.

"BUYER"

AMERICAN TOWER MANAGEMENT, INC., a Delaware Corporation

By: _____
Name: Justin D. Benincasa
Title: Senior Vice President

"SELLER"

AT&T CORP., a New York corporation

By: _____
Richard S. Adler, Manager, AT&T Corp., Global Real Estate

EXHIBIT A

Site Name: Topaz Lake, NV
GLC: NV0360
Line No.: C192

Use of a parcel of land situated in the SW¼ of Section 14, Township 10 North, Range 21 East, MDBM, Douglas County, Nevada, containing .344 acre, more or less for use as a microwave radio relay station.

Together with rights of access to said parcel of land, all as more particularly set forth in that certain Agreement for Joint Use and Maintenance of Access Road, dated March 17, 1981, by and between Continental Telephone Company of California d/b/a Continental Telephone Company of Nevada and American Telephone and Telegraph Company.