DISTRICT COURT
DISTRICT OF NEVADA
FILED
OCT 13 2006
CLERK, U.S. DISTRICT COURT
BY _____ DEPUTY

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:

Name(s): JUDITH LEE WOOD

Street or P.O. Box: 1564 QUIET CREEK

Town or City: BEAUMONT

State: CALIFORNIA

Zip Code: 92223

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

Name(s): THOMAS TENBROOK

Street or P.O. Box: P.O. BOX 209
40 KARI LANE

Town or City: SMITH

State: NEVADA

Zip Code: 89430

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 7TH day of OCTOBER 2006.

Judith Lee Wood
[signature of counter-defendant]

JUDITH LEE WOOD
[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]

Case No. CV 17723

Dept. No. III

FILE

2006 MAY -5 AM 8:36

NIKKI A. BRYAN
LYON COUNTY CLERK

KATHY THOMAS DEPUTY

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

In the Matter of the Marriage of

THOMAS TENBROOK and
JUDITH LEE WOOD,

Petitioners.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE OF DIVORCE

The verified Joint Petition for Dissolution of Marriage of Petitioners THOMAS TENBROOK and JUDITH LEE WOOD by and through their Attorney, WAYNE A. PEDERSON, ESQ., having been presented to the above-entitled Court, praying for a Decree for dissolution of marriage pursuant to Chapter 125, Nevada Revised Statutes, and the Court being satisfied that the requirements of the law have been met, the Court now makes the following Findings of Fact:

I.

FINDINGS OF FACT

Petitioner, THOMAS TENBROOK, is now and for a period of more than six (6) weeks past and immediately preceding the commencement of this action, has been actually, physically and corporeally present in the State of Nevada and is a bona fide resident of said State with the intent to make said State his home for an indefinite period of time.

II

Petitioner, THOMAS TENBROOK, who is over the age of eighteen (18) years, resides at 40 Kari Lane, Smith, Nevada, 89430. Petitioner, JUDITH LEE WOOD who is over the age of eighteen (18) years, resides at 40 Kari Lane, in Smith, NV 89430.

III

Petitioners were married on the 20th day of April, 1991, in Bellflower, State of California, and ever since said date have been, and now are husband and wife.

IV

That there are no minor children born the issue of the marriage.

V

During the marriage, the petitioners acquired certain community or joint property, and have incurred community debts. The parties hereto have entered into a Marital Settlement Agreement in which all matters pertaining to the division of community property, obligations, and child custody and support, have been settled.

VI

Petitioners have waived any rights to spousal support.

VII

Petitioners are incompatible in marriage.

CONCLUSIONS OF LAW

From the foregoing Findings of Fact, the Court now makes the following Conclusions of Law:

1. That the bonds of matrimony now and heretofore existing between Petitioners be forever and completely dissolved, and that each of the parties hereto be freed and released from all of the responsibilities and obligations thereof; and each of the parties hereto be restored to the status of a single, unmarried person.

2. That the Marital Settlement Agreement entered into by Petitioners on the 11th day of April, 2006, be ratified and approved by the Court and made part of its decree, and the parties be ordered to comply therewith.

3. That specifically, Wife will continue medical, dental and vision coverage for husband as long as she is covered under the Bank of America Benefits program.

JUDGMENT AND DECREE OF DIVORCE

From the foregoing Findings of Fact and Conclusions of Law, the Court now enters its Judgment and Decree of Divorce as follows:

IT IS ORDERED, ADJUDGED AND DECREED that THOMAS TENBROOK and JUDITH LEE WOOD are hereby granted an absolute and final Decree of Divorce forever dissolving the bonds of matrimony heretofore existing between them and restoring them, and each of them, to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement Agreement entered into between Petitioners be, and the same is hereby, approved, adopted, confirmed and ratified by this Court and made a part of this Judgment and Decree of Divorce, and the parties are ordered to comply with all of the provisions therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife will continue medical, dental, and vision coverage for husband as long as she is covered under the Bank of America Benefits program.

Dated: This 5 day of May, 2006.

DISTRICT JUDGE

"EXHIBIT A"

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of ~~March~~ April, 2006, by and between THOMAS TENBROOK, hereinafter referred to as "Husband", and JUDITH LEE WOOD, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto were married in Bellflower, California, on April 20, 1991, and ever since that time have been and now are Husband and Wife; and

WHEREAS, there are no minor children born the issue of the marriage;

WHEREAS, disputes and unhappy differences have arisen between the parties hereto; and,

WHEREAS, the parties desire by this Agreement to adjust, settle and determine their respective rights and financial obligations, to terminate their community interest and determine their separate interest, and to waive future community interests in the property and endeavors of each other.

WHEREAS, all of the community property of the parties has been divided in kind or is referred to herein;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements and conditions contained herein, the parties have agreed, and do hereby agree as follows:

I. GENERAL PROVISIONS

A. Reciprocal Waiver of Inheritance: Each party hereto relinquishes the right to act as administrator of the estate of the other, all right to inherit from the other, and all right to receive in any manner the property of the other upon the death of the other, either under the law of succession or under community property laws, or otherwise, except as a devisee, legatee or beneficiary under any Last Will and Testament executed by either party, wherein the other party may be named in such capacity. Additionally, the parties recognize that Judith Lee Wood is named as the beneficiary of TWA Pension named in II (c)(8) of this agreement.

Wayne A. Pederson, Esq.
107 N. Main Street
Yerington, NV 89447
(775)463-3227

B. Interest in Future Earnings and Acquisitions: Except as otherwise provided in this agreement, Husband and Wife agree that each shall henceforth own and hold property received by him or her, respectively, by the terms hereof, and likewise all property, salaries, wages, endeavors, rents, issues, profits, other earnings, benefits, pensions and receipts hereafter acquired or received by each of them, regardless of when and how earned, respectively, as his or her sole and separate property, as the case may be, free from any claim of the other, or any creditor of the other, by reason of the community property laws of the State of Nevada, or by reason of any other law or fact.

C. Execution of Other Documents: Each of the parties hereto shall properly execute all documents and instruments now or hereafter necessary and convenient to vest the titles and estates in them, respectively, as herein provided, any time, and from time to time, shall execute all other instruments which shall be necessary or proper to effectuate the purpose and intent of this agreement. Notwithstanding the failure or refusal of either party to execute any such agreement, this agreement shall constitute a full and complete transfer and conveyance of the properties herein designated as being transferred, conveyed or assigned by each party.

D. Independent Counsel: The parties hereto stipulate that both parties have had the opportunity to be represented in negotiations and in preparation of this agreement, by counsel of their own choosing; and both of the parties hereto have read this agreement, are fully aware of and agree with its contents.

E. Finality of This Agreement: This agreement is entire. The parties cannot alter, amend, or modify it, except by an instrument in writing, executed by both of them. It includes all representations of every kind and nature made by each of the parties to the other. This agreement is not, in fact, nor is it intended to be an agreement for divorce. In the event, however, that either or both of the parties hereto shall secure a decree of divorce against the other, this agreement shall be submitted to the Court for its approval and, if so approved, shall be incorporated into and become a part of any final decree of divorce which may hereafter be granted to either or both parties unless both parties agree otherwise in writing. In the event this agreement is so incorporated, it shall survive its incorporation and merger, where compliance is

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ordered with each and every term contained in it, into a final judgment of divorce, and all rights and duties under this agreement shall become rights and duties under the judgement.

F. Applicable Law: This agreement is entered into the State of Nevada, and it shall be construed and interpreted under and in accordance with the laws of the State of Nevada applicable to agreements made and to be wholly performed in the State of Nevada.

G. The parties further agree that they have made a complete disclosure of all assets and liabilities, and of the values of all properties described herein, both community and otherwise. Should any obligation be found to exist other than those disclosed by the parties to each other, then the obligation shall be the sole responsibility of the party incurring the obligation, and the party incurring the obligation agrees to hold the other harmless and to indemnify same against any claim in accordance therewith. Should said liability arise from a recalculation of tax liability by the Internal Revenue Service or by a taxing authority of any state, then the obligation shall be shared by both parties. Should either party have failed, neglected or refused to disclose any community asset which may hereafter be disclosed or discovered, that asset shall be divided equally, with the party at fault being required to pay to the other a reasonable attorney's fees plus any costs incurred in processing an action to force division of the same.

H. This agreement shall be binding upon and shall inure to the benefit of the heirs, estates, executors, administrators and assigns of the parties hereto.

II. PROPERTY

A. Except as otherwise provided for herein, each of the parties shall be entitled to keep and retain as his or her separate property, all of his or her personal property including, but not limited to, clothing, jewelry, books, personal papers, cameras, photographs, records, tapes, luggage, sports equipment, hobby collections; and each party hereby assigns, transfers, relinquishes and surrenders to the other any and all of his or her right, title and interest, of every kind and character, in and to any and all such property belonging to the other.

B. The parties hereby agree and stipulate that all savings accounts, checking accounts, monies, furniture, appliances and all other personal property not otherwise disposed of

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by this agreement have already been divided between Husband and Wife to the complete satisfaction of each party.

C. Husband reserves the right to retain as his sole and separate property any and all property currently in his possession, and the following:

1. Marital residence located at 40 Karr Lane located in Smith, Nevada. However, upon the sale of the marital residence, Judith Lee Wood shall receive $110,000.00, as and for her community

Benefits program.

IV. SPOUSAL SUPPORT.

The parties hereby waive any rights to spousal support now, and at all times in the future.

V. TAXES.

The parties agree to file single on their income tax returns for 2006.

VI. ATTORNEY'S FEES.

As partial consideration for the signing of this agreement, both parties agree to bear their own attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11th day of April, 2006.

THOMAS TENBROOK

JUDITH LEE WOOD

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On April 10, 2006, personally appeared before me, a Notary Public, THOMAS TENBROOK, known to me to be the person who executed the within instrument, who acknowledged that he executed the above instrument freely and voluntarily for the purposes therein stated.

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Lyon
CHERI CROWELL
Appt. No. 97-3752-12
My Appt. Expires October 7, 2009

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Wayne A. Pederson, Esq
107 N. Main Street
Yerington, NV 89447
(775)463-3227

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On April 11, 2006, personally appeared before me, a Notary Public, JUDITH LEE WOOD, known to me to be the person who executed the within instrument, who acknowledged that she executed the above instrument freely and voluntarily for the purposes therein stated.

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Lyon
CHERI CROWELL
Appt. No. 97-3752-12
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