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 **NOTICE OF CHANGE OF OWNERSHIP OF WATER RIGHT**

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 sold or otherwise conveyed ownership of all or a portion of a water right within one or more of the categories set forth in Paragraph 3 of the Case Management Order and provides the following information:

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

Guadalupe V. Quiroga (all of their 33% interest)

Name(s)

2 Hematite

Street or P.O. Box

Carson City NV 89706
Town or City State ZipCode

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

Hector Quiroga (all of their 33% interest)
Name(s)

2 Hematite
Street or P.O. Box

Carson City NV 89706
Town or City State ZipCode

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

- [x] Deed - Quitclaim
- [ ] Court Order
- [ ] Other Document.

by which the change in ownership was accomplished.

4. The undersigned acknowledges that any person or entity who files a Notice of Change of Ownership of Water Right using this form is ultimately responsible for the accuracy of this filing. Consequently, the undersigned acknowledges that any person or entity who files

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* This 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

such a notice, but retains such water rights, shall nevertheless, be bound by the results of this litigation.

Executed this 5 day of Aug 2007

Guadalupe V. Quiroga

[signature of counter-defendant]

Guadalupe V. Quiroga

[name of counter-defendant]

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

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

1336 Leonard Rd
Gardnerville NV
89460

[address]

[telephone number]

265-2559

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 404266
04/13/2007 10 49 AM
Official Record
Requested By
HECTOR QUIROGA
Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 1 Fee $14 00
Recorded By CDL RPTT

0404266

When recorded, mail to.
Hector Quiroga
2 Hematite
Carson City, Nevada 89706
A P N 10-351-23

"UNOFFICIAL COPY"

QUITCLAIM DEED

THIS DEED, made this 31st day of May, 2005, by and between Guadalupe V. Quiroga, hereinafter referred to as "GRANTOR", and Hector Quiroga, an unmarried man, hereinafter referred to as "GRANTEE",

WITNESSETH:

That said Grantor, in and for valuable consideration and pursuant to the parties' Decree of Divorce, does hereby remise, release and forever quitclaim to Hector Quiroga, all of their 33% interest in that real property located in the County of Lyon, State of Nevada, described as follows.

All that certain real property being a portion of the West ½ of the Northeast 1/4 and the East ½ of Northwest 1/4 of Section 34 and Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 23, Township 11 North, Range 23 East, M D B &M , Lyon County Nevada, being a portion of Parcel No. 2 as shown on the Lyon County Parcel Map as Document No [illegible]98, and a portion of Parcel B of Parcel Map No 134618, described as follows:

Parcel B2 as shown on the Parcel Map for Daniel and Jennifer Pendleton, recorded in the Official Records of Lyon County, Nevada on February [illegible], 1991, as Document No 139581

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

WITNESS my hand this 31 day of May, 2005.

Guadalupe V. Quiroga
Guadalupe V Quiroga

STATE OF NEVADA)
) ss
CARSON CITY)

On this 31st day of May, 2005, personally appeared before me, a Notary Public, Guadalupe V Quiroga, who acknowledged that he executed the foregoing instrument

Julie Goodhart
Notary Public

JULIE GOODHART
NOTARY PUBLIC - NEVADA
Appt Recorded in DOUGLAS CO
No 03-84108-5 My Appt Exp Sept 4, 2007

Doc # 404266
Conformed Copy
(Not Compared to Original)
04/13/2007 10:49 AM
Official Record
Requested By
HECTOR QUIROGA
Lyon County - NV
Mary C. Milligan - Recorder

When recorded, mail to:
Hector Quiroga
2 Hematite
Carson City, Nevada 89706
A.P.N. 10-351-23

QUITCLAIM DEED

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WITNESSETH:

That said Grantor, in and for valuable consideration and pursuant to the parties' Decree of Divorce, does hereby remise, release and forever quitclaim to Hector Quiroga, all of their 33% interest in that real property located in the County of Lyon, State of Nevada, described as follows:

All that certain real property being a portion of the West ½ of the Northeast 1/4 and the East ½ of Northwest 1/4 of Section 34 and Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 27, Township 11 North, Range 23 East, M.D.B.&M., Lyon County Nevada, being a portion of Parcel No. 2 as shown on the Lyon County Parcel Map as Document No. 63498, and a portion of Parcel B of Parcel Map No. 134618, described as follows:

Parcel B2 as shown on the Parcel Map for Daniel and Jennifer Pendleton, recorded in the Official Records of Lyon County, Nevada on February 12, 1991, as Document No. 139581.

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

WITNESS my hand this 31 day of May, 2005.

Guadalupe V. Quiroga

STATE OF NEVADA)
) ss.
CARSON CITY)

On this 31st day of May, 2005, personally appeared before me, a Notary Public, Guadalupe V. Quiroga, who acknowledged that he executed the foregoing instrument.

Julie Goodhart
Notary Public

JULIE GOODHART
NOTARY PUBLIC - NEVADA
Appt. Recorded in DOUGLAS CO.
No.03-84108-5 My Appt. Exp. Sept. 4, 2007

Case No. 03-DI-0314

Dept. No. II

RECEIVED
APR 29 2005
DOUGLAS COUNTY
DISTRICT COURT CLERK

FILED
NO.
2005 APR 29 PM 4:34
BARBARA REED
CLERK
BY B. PHENIX DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

GUADALUPE V. QUIROGA,

Plaintiff,

vs.

HECTOR QUIROGA,

Defendant.

/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

This matter came on for trial on October 7, 2004. Plaintiff appeared with her attorney, Nancy R. Jackson. The Defendant appeared with his attorney, Peter B. Jaquette. Prior to the commencement of trial, the parties announced to the Court that they had reached an agreement as to all pending issues. Said agreement was placed on the record in open court and ratified, approved, and confirmed by the parties. The Court finds the agreement to be fair, just and equitable. Accordingly, good cause appearing, the Court now enters its Findings of Fact, Conclusions of Law, and Decree of Divorce as follows:

I.

FINDINGS OF FACT

1. That the parties were married on May 11, 1973.

2. That the Plaintiff is a resident of the State of Nevada;

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PETER B. JAQUETTE
ATTORNEY AT LAW
408 WEST THIRD STREET
POST OFFICE BOX 2466
CARSON CITY, NV 89702
(775) 882-7434

3. That the parties should share legal custody of their minor child, Monica Quiroga, born January 14, 1987. Plaintiff shall have the primary physical care, custody and control of said child subject to reasonable visitation as can be arranged between Defendant and Monica, who is 17;

4. That as and for support of the minor child, the Defendant shall pay child support to Plaintiff in the amount of $583.00 per month, which shall be due and payable in advance on the first of each month and shall continue through June 2005. This date shall be the presumptive termination date for child support, based on the parties' assumption that Monica is pursuing her home schooling on a full-time basis and will graduate in June 2005. This date can be reevaluated at the request of either party in the event that Monica's full-time progress in school does not result in graduation by June 2005 or in the event that she ceases to be pursuing her schooling full-time at any time after her eighteenth birthday in January 2005. The Defendant shall continue to provide health insurance for Monica's benefit until June 2005 or until the termination of her child support obligation and, during the same period of time, pursuant to NRS 125B.080(7), the parties shall share equally all unreimbursad medical, dental, orthodontic, surgical and ophthalmological expenses incurred on behalf of Monica.

5. That the residence and lot located at 1336 Leonard Road, Gardnerville, Nevada, will be set aside to Plaintiff as her sole and separate property. The Defendant will be responsible for the remaining balance owing on the underlying mortgage for said property and shall make the monthly installment payments as they fall due. The Plaintiff will be responsible for all routine maintenance and upkeep associated with the property. The Defendant shall execute a Quitclaim Deed conveying all of his right, title and interest in and to said property to the Plaintiff. The Plaintiff shall indemnify and hold Defendant harmless from any liability for said residence, with the sole exception of the mortgage payment.

6. That the parties' interest in the property located at 65 Lower Colony Road, Wellington, Nevada, will be set aside to Defendant as his sole and separate property. The Plaintiff

PETER B. JAQUETTE
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408 WEST THIRD STREET
POST OFFICE BOX 2466
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will execute a Quitclaim Deed conveying all of her right, title and interest in and to said property to the Defendant. The Defendant shall be solely responsible for any costs associated with said property and shall indemnify and hold the Plaintiff harmless therefrom.

7. That Plaintiff's retirement benefits with the Nevada Public Employees Retirement System shall be set aside to her as her sole and separate property. The Defendant shall waive any interest he has in and to said benefits. The Defendant's benefits with the Nevada Public Employee Retirements System shall be divided pursuant to a Qualified Domestic Relations Order (QDRO) to be prepared by Defendant's attorney. This QDRO will require that the Plaintiff's marital portion of said retirement benefits shall be set over to her as alternate payee based on the mandatory selection by the Defendant of option 6 in an amount to be determined by PERS. Defendant's option 6 benefit shall be calculated by use of the following formula:

$$\text{Benefit equals } 50\% \times \frac{\text{Years of credited service earned during marriage (5/11/73-10/7/04)}}{\text{Total years of service credit earned}} \times \text{Monthly benefit}$$

Plaintiff shall also be named as beneficiary for any death benefits available through the Defendant's employment with PERS.

8. That Defendant currently has no vested civil service retirement benefits from his employment with the Federal Government. If he should return to work and receive benefits, Plaintiff shall be entitled to her marital share of those benefits.

9. That Plaintiff shall be solely responsible for her own health insurance and health care costs following the date of this Decree.

10. That to assist Plaintiff in obtaining a new vehicle, Defendant has paid to Plaintiff the sum of $3,100.00 from his life insurance policy and waives any claim he may have in and to the life insurance policy of Plaintiff.

11. That the Dodge Durango automobile shall be set over to husband as his sole and separate property.

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PETER B. JAQUETTE
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408 WEST THIRD STREET
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12. That as and for the support of the Plaintiff, the Defendant shall pay alimony on the following terms:

A. That the Defendant shall continue to pay the mortgage payment owing on 1336 Leonard Road until it is paid in full. This payment is in the approximate amount of $742.00 per month. The Defendant may claim any tax benefits associated with the payment of said mortgage;

B. That as long as the Plaintiff is paying the mortgage obligation on Leonard Road he shall pay an additional amount of $600.00 per month directly to Plaintiff, which is intended to be tax deductible alimony;

C. That after the Defendant has made the last mortgage payment on Leonard Road, his spousal support obligation shall be set at a total monthly payment of $800.00 per month directly to Plaintiff and shall continue until the Defendant's retirement from the State of Nevada.

D. The spousal support obligation set forth above shall be non-modifiable, but shall terminate on the death of either party. The parties and the Court intend that all direct cash payments made pursuant to this obligation shall be tax deductible to the Defendant and included as taxable income to the Plaintiff.

13. That to guarantee the payment of the spousal support obligation as set forth above, Defendant shall immediately provide a policy of life insurance on his life, naming the Plaintiff as irrevocable beneficiary in the face amount of $120,000.00. The obligation to maintain this policy of insurance shall continue until the Defendant retires from his employment with the State of Nevada and the Defendant begins to receive her benefits through the QDRO referenced above. If the Defendant does not retire from his employment with the State of Nevada when first eligible to do so, he shall pay to Plaintiff, on a monthly basis, the share of his retirement to which she is entitled pursuant to paragraph 7 above.

PETER B. JAQUETTE
ATTORNEY AT LAW
408 WEST THIRD STREET
POST OFFICE BOX 2466
CARSON CITY, NV 89702
(775) 882-7434

14. That each party shall keep any items of personal property currently in his or her respective possession. To the extent possible any recreational personal property in the possession of Plaintiff shall be made available to the children.

15. That the Defendant shall pay an additional $1,200.00 to Plaintiff as and for attorney's fees on or before November 7, 2004.

16. That the parties are incompatible in marriage.

II.

CONCLUSIONS OF LAW

1. That this Court has jurisdiction over the parties and the issues raised in the pleadings.

2. That the Plaintiff is entitled to a Decree of Divorce upon the ground of incompatibility.

3. That Nevada is the home state of the parties' minor children and that Nevada has jurisdiction pursuant to the Uniform Child Custody Jurisdiction Act to enter Orders concerning the custody and visitation of such child.

III.

JUDGMENT AND DECREE OF DIVORCE

Pursuant to the foregoing Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the parties be, and they hereby are, granted an absolute decree of divorce from each other upon the ground of incompatibility. That the parties be, and they hereby are, restored to the status of single persons;

2. That the parties be, and hereby are, awarded the joint legal custody of their child, Monica Quiroga, born January 14, 1987;

3. That Plaintiff is awarded physical care, custody and control of the minor child with reasonable visitation rights being set aside to Defendant as can be arranged between Monica and her father;

4. That as and for support of the minor child, the Defendant shall pay child support to Plaintiff in the amount of $583.00 per month, which shall be due and payable in advance on the first of each month and shall continue through June 2005. This date shall be the presumptive termination date

PETER B. JAQUETTE
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for child support, based on the parties' assumption that Monica is pursuing her home schooling on a full-time basis and will graduate in June 2005. This date can be reevaluated at the request of either party in the event that Monica's full-time progress in school does not result in graduation by June 2005 or in the event that she ceases to be pursuing her schooling full-time at any time after her eighteenth birthday in January 2005. The Defendant shall continue to provide health insurance for Monica's benefit until June 2005 or until the termination of her child support obligation and, during the same period of time, pursuant to NRS 125B.080(7), the parties shall share equally all unreimbursad medical, dental, orthodontic, surgical and ophthalmological expenses incurred on behalf of Monica.

6. That this Court confirms, approves and ratifies the agreement set forth in the Findings of Fact above, and specifically orders the parties to abide by the terms and conditions set forth therein and directs them to execute any documents necessary to complete the terms.

NOTICE REGARDING CHILD SUPPORT: If either party is obligated to pay support, the parties are hereby notified that his/her obligation may subject him/her to the child support enforcement collection provisions contained in Chapters 31A, 125.450(2) and 425 of the Nevada Revised Statutes.

The parties are reminded that NRS 125B.145 provides that an order issued by any court or expedited process for the support of a child that is being enforced in this State, must be reviewed by the court at least every three years pursuant to said section to determine whether the order should be modified.

NRS 125B.070 (3) mandates that the presumptive maximum amounts set forth in subsection 2 for the obligation for support must be adjusted on July 1 of each year for the fiscal year beginning that day and ending June 30 in a rounded dollar amount corresponding to the percentage of increase or decrease in the Consumer Price Index (All items) published by the United States Department of Labor for the preceding calendar year. On April 1 of each year, the Office of Court Administrator will determine the amount of the increase or decrease required and establish the adjusted amounts which will take effect on July 1 of that year. The Court Administrator will notify each district court of the adjusted amounts. To the extent that the child support set forth in this Decree is established pursuant to such presumptive maximum amounts, it shall be adjusted each year in accordance with the Court

PETER B. JAQUETTE
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administrator determinations.

The parties are further advised of the existence of NRS 125C.200 which requires that a parent wishing to move his/her residence outside of the State of Nevada and to take a child or children with him/her, must, as soon as possible and before the planned move, attempt to obtain the written consent of the other parent or permission of this Court.

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this Court, or removes the child from the jurisdiction of the Court without the consent of either the Court or all persons who have the right to custody or visitation are subject to being punished as a Category D Felony as provided in NRS 193.130.

The State of Nevada, United States of America, is the habitual residence of the minor child/children. The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

NRS 125B.055(3) also provides that within ten days after a child support order is issued, each party must file with the court and the Nevada State Welfare Division the following information: social security number; residential and mailing address; telephone number; driver's license number; and the name, address and telephone number of the party's employer. Each party has a continuing duty to update this information within ten days of any change.

This Decree of Divorce is entered Nunc Pro Tunc to October 7, 2004, this 25 day of April, 2005.

DISTRICT JUDGE

PETER B. JAQUETTE
ATTORNEY AT LAW
408 WEST THIRD STREET
POST OFFICE BOX 2466
CARSON CITY, NV 89702
(775) 882-7434