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LANCE S. WILSON
CLERK
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

<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

259

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):

Street or P.O. Box:

Town or City:

State:

Zip Code:

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

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)):

- ☐ 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 20th day of February 2004.

[signature of counter-defendant]

Steven O. Vondran

[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]

American Tower Management, Inc.
116 Huntington Avenue
Boston, MA 02116

[address]

617-375-7500

[telephone number]

Right of way # 2

OLL

UNITED STATES DEPARTMENT OF THE INT
BUREAU OF LAND MANAGEMENT

May 23

IN REPLY
REFER TO:
N-32754
2800
(N-033)

Carson City District Office
1050 E. William Street, Suite 335
Carson City, Nevada 89701

NOW UNDER JURISDICTION
OF TOIYABE NATIONAL FOREST

CERTIFIED MAIL NO. 7299804
RETURN RECEIPT REQUESTED

MAY 26 1983

DECISION

American Telephone & Telegraph Company P.O. Box 7810 San Francisco, CA 94120	:	Right-of-Way

RIGHT-OF-WAY GRANT

Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 176), a nonexclusive, nonpossessory right-of-way to American Telephone and Telegraph Company, hereinafter referred to as the Holder.

2. The right-of-way is for the following purpose(s): An existing road, 10,973.72 feet in length and 50 feet in width (12.6 acres) to be maintained and used for access to the Topaz Microwave Radio Station Site.

3. The right-of-way crosses the following-described public land:

T. 10 N., R. 21 E., Mt. Diablo Mer., NV

Sec. 23: Lot 4 (within).

T. 10 N., R. 22 E., Mt. Diablo Mer., NV

Sec. 19: Lots 2 and 3, SW¼NE¼, SE¼NW¼, E½SW¼, N½SE¼ (within).

A map showing the location of the right-of-way is on file with the Bureau of Land Management, Carson City District, Carson City, Nevada.

Section B

1. In consideration for these uses, the Holder has paid the sum of $25 to the Bureau of Land Management, for the five-year period, May 26, 1983 to May 25, 1988. The Holder agrees that any future rental shall be paid in advance for each successive billing cycle, subject to the BLM's right to reappraise and collect additional fair-market value rentals when warranted.

2. In consideration for costs incurred in monitoring the construction, operation, maintenance and termination of this right-of-way, the Holder shall submit a nonreturnable payment of $60 within 60 days from the effective date of this grant (bill attached).

3. This right-of-way grant shall terminate 30 years from the effective date of this grant, unless prior thereto it is relinquished, abandoned, terminated or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation.

4. This right-of-way grant may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and other terms and conditions deemed necessary to protect the public interest.

5. This right-of-way grant may be relinquished. It is to the Holder's benefit to relinquish this right-of-way if it is no longer needed, since it will be subject to rental charges until it is either relinquished or declared abandoned, pursuant to 43 CFR 2803.4(c).

6. In case of change of address, the Holder shall immediately notify the Carson City District Manager, hereinafter referred to as the Authorized Officer.

Section C

1. This grant is subject to all valid rights existing on the effective date of this grant.

2. This grant is subject to all the applicable regulations contained in 43 CFR 2800.

3. This grant is subject to review after twenty years and at regular intervals thereafter not to exceed ten years.

4. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.

5. Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations

authorized under this grant. The Authorized Officer shall approve a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect and fungus to be controlled; the method of application; the location of/or storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

6. The Holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.

7. If cultural resources are discovered during operation under this grant, the Holder shall immediately bring them to the attention of the Authorized Officer. The Holder shall not disturb such resources except as may be subsequently authorized. Within two working days of notification, the Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect cultural resources discovered. The cost of data recovery for cultural resources discovered during operations shall be borne by the BLM unless otherwise specified by the Authorized Officer of the BLM. All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.

8. The Holder shall not exclude any person participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the Holder shall develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this grant. The Holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant. Affirmative action will be taken by the Holder to assure all minorities or women applicants full consideration of all employment opportunities connected with this grant. The Holder shall post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the Holder's equal opportunity obligations.

Section D

1. The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

2. If the Holder violates any of the terms and conditions to this grant, the Authorized Officer, after giving written notice, may declare the grant terminated.

The undersigned agrees to all of the foregoing terms and conditions of this right-of-way grant:

The right-of-way grant is executed this 26th day of May, 1983.

American Telephone & Telegraph Company

By: R. A. Barth

Title: District Engineer Construction

(Date)

Authorized Officer

District Manager

Title

RAB

AMERICAN TOWER
CORPORATION

February 20, 2004

VIA U.S. MAIL

FEB 2 4 2004

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

Re: United States of America, Walker River Paiute Tribe v. Walker River Irrigation District, et al.

Dear Ms. Sharer:

On behalf of American Tower Management, Inc., I have enclosed a signed Disclaimer of Interest in Water Rights and Notice of Related Information and Documentation Supporting Disclaimer.

American Tower disclaims any interest in the water rights because it owns only the building and microwave tower located at Topaz Lake, Nevada, which it purchased from AT&T Corp. AT&T also assigned to American Tower a right-of-way for the site and access road, which was originally issued to AT&T by the U.S. Department of Interior, Bureau of Indian Affairs (please see the enclosed Right-of-Way Grant). American Tower has no interest in the water rights because it owns only the building and tower, not the land on which the well in questions is located.

If any questions should arise regarding this matter, please contact me at 617-585-7773.

Sincerely,

Andrew D. Galvin
Attorney

Enclosures

AMERICAN TOWER CORPORATION ▲ 116 HUNTINGTON AVENUE, BOSTON, MASSACHUSETTS 02116 ▲ 617/375-7500 ▲ FAX 617/375-7575

Not