

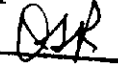
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LANCE S. WILSON

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

DEPUTY



1 UNITED STATES OF AMERICA, )  
2 )

3 Plaintiff, )

In Equity No. C-125-ECR  
Subfile No. C-125-B

4 WALKER RIVER PAIUTE TRIBE, )

5 Plaintiff-Intervenor, )

**DISCLAIMER OF INTEREST IN  
WATER RIGHTS AND NOTICE OF  
RELATED INFORMATION AND  
DOCUMENTATION SUPPORTING  
DISCLAIMER**

6 v. )

7 WALKER RIVER IRRIGATION )

8 DISTRICT, )

9 a corporation, et al., )

10 Defendants. )  
11 )  
12 )  
13 )  
14 )

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

19 This disclaimer and notice shall be sent to the following two persons:  
20

21 Linda Lea Sharer, Chief Deputy Clerk  
22 United States District Court for the District of Nevada  
23 400 South Virginia Street, Suite 301  
Reno, NV 89501

24 And

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

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

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

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

7 Name(s):

8  
9 Street or P.O. Box:

10  
11 Town or City:

12  
13 State:

14  
15 Zip Code:

16  
17 2. The name and address of each person or entity who acquired ownership

18  
19 Name(s):

20  
21 Street or P.O. Box:

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23 Town or City:

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25 State:

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27 Zip Code:  
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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 20<sup>th</sup> day of February 2004.

  
[signature of counter-defendant]

Steven O. Vondran  
[name of counter-defendant]

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

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

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

[address]

617-375-7500

[telephone number]



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Right-of-Way # 2  
OLL  
cut

MAY 23 11 00 AM '83

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

IN REPLY  
REFER TO:

N-32754  
2800  
(N-033)

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, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ ,  
N $\frac{1}{2}$ SE $\frac{1}{4}$  (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 BIM'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: \_\_\_\_\_

Title: \_\_\_\_\_

*H.A. Deeth*  
District Engineer -  
Construction

\_\_\_\_\_  
(Date)

*John C. Lisen*  
Authorized Officer

\_\_\_\_\_  
District Manager  
Title

*RMB*





February 20, 2004

**VIA U.S. MAIL**

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

FEB 24 2004

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,

A handwritten signature in black ink, appearing to read "Andrew D. Galvin".

Andrew D. Galvin  
Attorney

Enclosures

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