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LANCE S. WILSON
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BY _____ DEPUTY

HAMILTON & McMAHON, LTD.
Thomas Mirczak, Esq.
Nevada State Bar #2126
577 California Avenue
Reno, Nevada 89504
Telephone: 775-348-2700
Attorneys for Counter-Defendant
ELVETIA MIRCZAK

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
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:

Elvetia Merczak (sic) Mirczak
1320 Highwood Court
Reno, NV 89509

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

Twin Properties LLC
20 North Mountain View
Yerington, NV 89447

326.

Hamilton & McMahon, LTD.
577 CALIFORNIA AVE.
POST OFFICE BOX 40638
RENO, NV 89504-4638
(775) 348-2700 FAX (775) 348-2745

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

☐ Deed

☐ Court Order

☒ Other Document

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

DATED: This 2d day of July, 2004

HAMILTON & McMAHON, LTD.

By: Thomas Mirczak
THOMAS MIRCZAK, ESQ.

Attorneys for Defendant
ELVETIA MIRCZAK

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of Hamilton & McMahon, Ltd., and that on the 2nd day of July, 2004, I served a true and correct copy of the foregoing **NOTICE OF CHANGE OF OWNERSHIP OF WATER RIGHT** by:

X Depositing for mailing, in a sealed enveloped, U.S. Postage prepaid, at Reno, Nevada

___ Personal Delivery

___ Facsimile

___ Federal Express/Airborne Express/Other Overnight Delivery

___ Hand Delivery

addressed as follows:

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

DATED this 2nd day of July, 2004

MARTHA E. SPRINGMANN

EXHIBIT A

Yerington Property

CONTRACT FOR THE SALE OF LAND

THIS AGREEMENT is made on the _____ day of April, 2003, by and among **LELA S. TERRY, ELVETIA S. MIRCZAK,** and **ELAINE EISENHAUER,** (hereinafter referred to as "Sellers"), and **TWIN PROPERTIES, LLC,** (hereinafter referred to as "Purchaser").

RECITALS

1. Sellers are the owners of the lot or parcel of real property situated in Lyon County, Nevada, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

The real property consists of agricultural acreage abutting Tucker Lane in Yerington, Lyon County, Nevada.

2. Sellers desire to sell and Purchaser desires to buy property for the purchase price and on the terms and conditions set forth below.

IN CONSIDERATION of the mutual and reciprocal promises of the parties, the parties agree:

SECTION ONE

PURCHASE PRICE AND TERMS OF PAYMENT

The purchase price for the property is One Hundred Seventy-Five Thousand Dollars ($175,000.00), which shall be paid as follows:

1. By cash on the signing of this Agreement, receipt of which is acknowledged by Sellers: Forty Thousand Dollars ($40,000.00);

2. By payment in equal monthly installments from May 15, 2003, of One Thousand Two Hundred Dollars ($1,200.00), or more, including interest, commencing on the 15th day of May, 2003. Interest: Five and Three Quarters percent (5 3/4%) per year;

3. Additional cash balloon payment of Ninety Seven Thousand One Hundred Eighteen Dollars and Fifty Cents ($97,118.50), due on May 15, 2008;

4. By Purchaser's payment of all real property taxes due and accruing after April 15, 2003; and

5. All payments shall be made payable to the Thomas Mirczak, Esq., Land Trust Account. Any payment received more than fifteen (15) days after the due date (15th day of each month) is subject to a Fifty-One Dollar ($51.00) late fee.

SECTION TWO

TITLE

Title to property to be conveyed by Sellers shall be good and marketable title, clear of all liens, encumbrances, defects, and burdens.

Title as required by this Agreement shall be evidenced by a Quitclaim Deed.

Sellers shall convey title either individually, or through Thomas Mirczak, Esq., on May 15, 2008, providing all payments as described in Section One above have been made by Purchaser and cleared through Sellers' bank.

SECTION THREE

COSTS

The following costs shall be borne equally by the parties: None.

The following costs shall be paid by the Sellers: None.

The following costs shall be paid by Purchaser:

Recording of this Contract, title insurance, and liability insurance.

The following costs shall be prorated to the date of closing: None.

SECTION FOUR

INSURANCE

Risk of loss or damage to property by fire, storm, burglary, vandalism, or other casualty, and risk of loss to persons, between the date of this Agreement and the transfer of title on May 15, 2008, shall be and is assumed by Purchaser. No such loss or damage shall void this Agreement.

SECTION FIVE

TRANSFER OF PROPERTY

Sellers shall transfer possession and use of the property upon execution of this Agreement.

Property shall be transferred to Purchaser, as provided in this Agreement, "As Is."

SECTION SIX

TIME OF ESSENCE; CLOSING

Time is expressly declared to be of the essence of this Agreement. The Agreement shall be executed on or before the 15th day of April, 2003, or such other date as the parties may in writing agree. Each party shall fully perform all the party's obligations under this Agreement at such times as to insure that the closing and transfer of Title occurs on May 15, 2008.

SECTION SEVEN

REMEDIES OF PARTIES

1. If Purchaser fails or refuses to comply with the conditions assumed by Purchaser, or to perform all of Purchaser's obligations under this Agreement, Sellers may at Sellers' option: (a) hold and retain the initial deposit money and any additional funds paid or deposited by Purchaser, as liquidated damages for breach of this Agreement, and rescind and terminate the Agreement, whereupon all rights and obligations under the Agreement shall cease and determine; or (b) enforce this Agreement by appropriate action, including an action for specific performance, or for damages for breach, and retain all monies paid or deposited by Purchaser pending the determination of the action. Sellers shall give Purchaser written notice of election with respect to Sellers' exercise of either of these options.

2. If Sellers fail or refuse to perform Sellers' obligations under this Agreement, including the furnishing of good title and transfer of possession, Purchaser may either: (a) rescind the Agreement and recover all deposits and other amounts paid by Purchaser under this Agreement, and all expenses paid or incurred by Purchaser; or (b) pursue any remedy available to Purchaser, in law or equity, including an action to compel specific performance of this Agreement, or one for damages for breach, separately or alternatively.

SECTION EIGHT

WATER RIGHTS

The transfer and conveyance of property shall include all Sellers' water rights appurtenant to the herein described real property. Sellers will assist Purchaser to the most reasonable extent possible by executing any necessary documents relating to the sale of water rights in a particular year prior to the transfer of Title.

SECTION NINE

TAXES

Purchaser shall assume responsibility for payment of all land taxes applicable to the subject property. Purchaser shall record this Contract in Lyon County, Nevada, and shall provide Sellers with a file-stamped copy of said recorded Contract.

SECTION TEN

ASSIGNMENT; MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No right or interest of Purchaser under this Agreement shall be assigned without the prior written consent of Sellers, which consent shall not be unreasonably withheld.

No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire Agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party acknowledges that in executing this Agreement the party has not been induced, persuaded, or motivated by any promise or representation made by the other party, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument.

SECTION ELEVEN

NOTICE

All notice required by this Agreement shall be in writing and shall be served on the parties at their addresses, as indicated below, or on their attorneys at their business addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall serve as sufficient notice. Notices may also be served by personal delivery, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

SECTION TWELVE

SIGNATURE AND EFFECTIVE DATE

This instrument shall not be effective as an Agreement until duly signed by both parties. The date of execution and the effective date of the Agreement is the date first above set forth. The date of signature by each party is the date set forth unless otherwise indicated after the party's signature.

IN WITNESS OF THE ABOVE, the parties have executed this instrument, in duplicate, on the 15th day of April, 2003.

Lela S. Terry
LELA S. TERRY
(Seller)

Elvetia S. Mirczak
ELVETIA S. MIRCZAK
(Seller)

Elaine Eisenhauer
ELAINE EISENHAUER
(Seller)

Joan Sciarani-Blake
JOAN SCIARANI-BLAKE
TWIN PROPERTIES, LLC
(Member)

Barbara Sciarani
BARBARA SCIARANI
TWIN PROPERTIES, LLC
(Member)

Address of Sellers:

c/o Thomas Mirczak
2581 Range View Lane
Reno, Nevada 89509

Address of Purchaser

c/o Joan Sciarani-Blake
20 North Mountain View
Yerington, Nevada 89447

EXHIBIT A

FILE NO. 67795

THIS DEED executed this 26th day of December, 1963 by and between DOMENICHINA SCIARANI, hereinafter referred to as the grantor, and ELVIZIA MIRCZAK, LILA TEARY AND KATHARINE EISENHAUER, share and share alike, hereinafter referred to as the grantees,

WITNESSETH: For and in consideration of the love and affection for the grantees, the grantor hereby grants and conveys the real property situate in the county of Lyon, State of Nevada, more particularly described as follows:

Starting at the SW corner of Section 11, T. 13 N., R. 25 E., MDB&M., and running thence N. 50°02'47" E., 2077.41 feet; thence N. 27°51'05"E., 1481.88 feet; thence N. 89°53'44"E., 589.59 feet to a point on the north line of the SE¼ of Sec. 11 and being the northeast corner of the Green Acres Subdivision and the true point of beginning; thence from said true point of beginning 1st course east along the north line of the said SE¼ of Sec. 11 a distance of 2389.31 feet more or less to the northeast corner of the said SE¼; thence 2nd course south along the east line of said SE¼ a distance of 660 feet; thence 3rd course west at right angles a distance of 2389.31 feet, more or less, to the east line of the Green Acres Subdivision; thence north along the east line of the Green Acres Subdivision 660 feet to the point of beginning. Containing 36.20 acres, more or less.

unto the Grantees, their heirs and assigns forever.

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

TO HAVE AND TO HOLD with all the appurtenances unto the grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set her hand the day and year first above written.

Domenichina Sciarani

STATE OF NEVADA)
COUNTY OF WASHOE) SS.

On this 26th day of December, 1963 personally appeared before me a Notary Public, in and for the above county, DOMENICHINA SCIARANI, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she 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 the day and year first above written.

(Notarial Seal)
My commission expires July 18,1969

William C. Sanford, Notary Public in and for the County of Washoe, State of Nevada

Recorded at request of William C. Sanford Dec. 30, 1963 at 25 min. past 9 a.m.

Jas. F. Barton, County Recorder

By Margaret Gafong Deputy

FILE NO. 67803

THIS INDENTURE made this 26th day of December, 1963 between JULIA S. FRAY, MARY KATHRINE ESTES AND RUTH MARGARET FRAY, parties of the first part, grantors, and JAMES R. JOHNSON AND ELAINE JOHNSON, his wife and MARCO BOSCOVICH AND JEANNE BOSCOVICH, his wife, parties of the second part, grantees

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands, the d year in this instrument first above written.

Francis J. Coddington
Mildred Coddington

STATE OF NEVADA, }
COUNTY OF LYON. } SS.

On this 19th day of January, 1964 personally appeared before me, the undersigned a Notar Public in and for the said County of Lyon, Francis J. Coddington and Mildred Coddington, husband and wife, both personally known to me to be the same person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same, f and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)
My commission expires May 1,1965

Walter Whitacre, Notary Public in and for the County of Lyon, State of Nevada.

Recorded at request of Francis J. Coddington Jan. 22, 1964 at 30 min. past 2 p.m.

Jas. F. Barton, County Recorder
By Carrie Bell Deputy

Book 46
Page 423

FILE NO. 87970

THIS DEED EXECUTED this 20th day of January, 1964 by and between DOMENICHINA SCIARANI, hereinafter referred to as the Grantor, and ELVIZIA MIRCZAK, LELA LENA TERRY AND KATHARINE EI share and share alike, hereinafter referred to as the Grantees,

WITNESSETH: For and in consideration of the love and affection for the Grantees, the G hereby grants and conveys unto the Grantees, share and share alike, their heirs and assi forever, the following real property situate in the County of Lyon, State of Nevada, more particularly described as follows:

Starting at the SW corner of Section 11, T 13 N, R 25 E., MDB&M., and running thence N 47"E., 2077.41 feet; thence N.27°51'05"E 1481.85 feet; thence N.89°53'44"E., 589.59 feet

point on the north line of the SE¼ of Section 11 and being the northeast corner of the Green Acres Subdivision; thence south along the east line of the Green Acres Subdivision a distance of 660 feet to the true point of beginning; thence from said true point of beginning 1st course east a distance of 2389.31 feet more or less to the east line of the said SE¼ of Section 11; thence 2nd course south along the east line of the said SE¼ of Section 11 a distance of 660 feet more or less to the southeast corner of the N½ of SE¼ of Section 11; thence 3rd course west along the south line of the N½ of SE¼ of Section 11 a distance of 2389.31 feet more or less to the east line of the Green Acres Subdivision; thence 4th course north along the east line of the Green Acres Subdivision a distance of 660 feet, more or less, to the point of beginning. Containing 36.20 acres, more or less.

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

TO HAVE AND TO HOLD with all the appurtenances, unto the Grantees, share and share alike, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand the day and year first above written.

Domenichina Sciarani

STATE OF NEVADA, }
COUNTY OF WASHOE } SS.

On this 20th day of January, 1963, before me a Notary Public in and for said County and State, personally appeared DOMENICHINA SCIARANI, known to me to be the person whose name is subscribed to the within instrument, who acknowledged to me that she 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 the day and year first above written.

and for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)
My commission expires August 22, 1965

Elaine Nishiguchi, Notary Public in and for the County of Washoe, State of Nevada.

Recorded at request of Sanford and Sanford Jan. 23,1964 at 1 min. past 9 a.m.

Jas. F. Barton, County Recorder

By Margaret Anfanz Deputy

FILE NO. 87980

GRANT DEED (Joint Tenancy)

For value received W.H.PRUITT GRANTS TO DON WERTZ AND ANNA WERTZ, husband and wife, as Joint Tenants, all that real property situate in the County of Lyon, State of Nevada, described as follows:

Lots one and two of Block Thirty-eight of Mason Townsite as they appear on the Official Map of said Townsite on file with the County Recorder of Lyon County, Nevada.

WITNESS my hand this 11 th day of October, 1961.

W.H.Pruitt

STATE OF CALIFORNIA, }
COUNTY OF BUTTE } SS.

On Oct. 11, 1961 before me Dorothy A. Wise a Notary Public in and for said County and State personally appeared W.H.Pruitt known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(Notarial Seal)
My commission expires July 31,1964

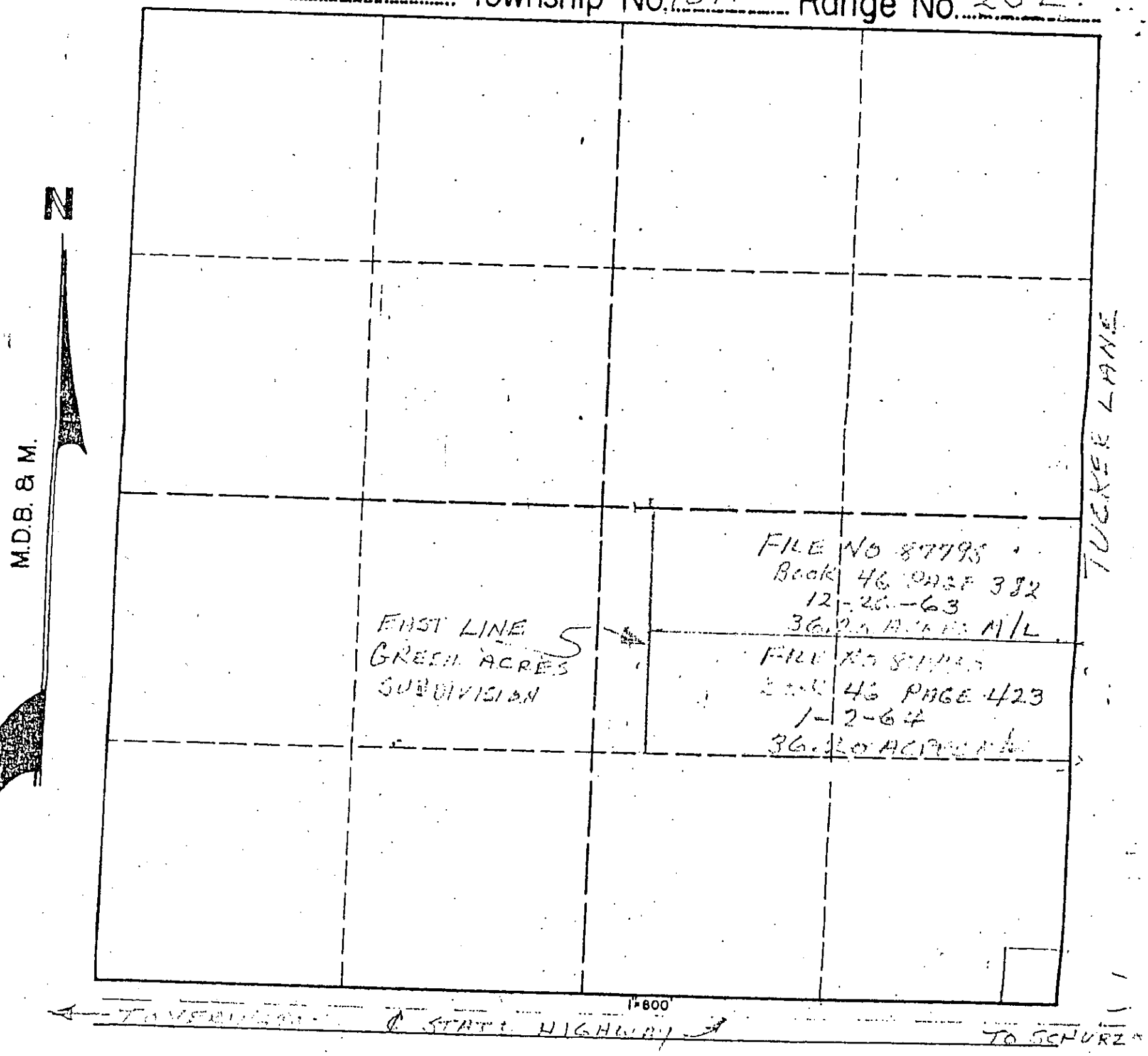
Dorothy A. Wise, Notary Public, 1960 Bird St. Oroville, Calif.

Recorded at request of Don Wertz Jan. 23, 1964 at 25 min. past 1 p.m.

Jas. F. Barton, County Recorder

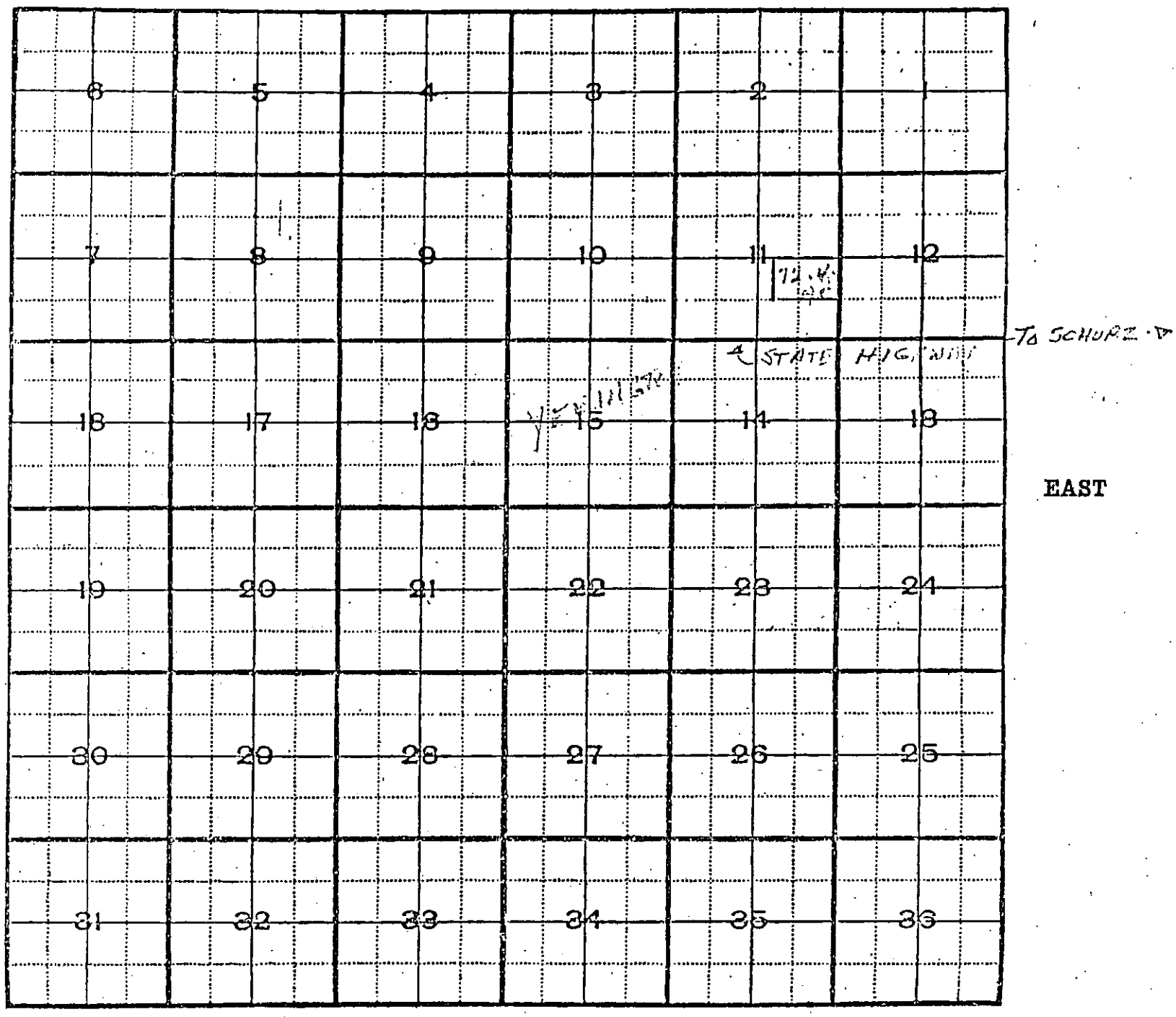
By Margaret Anfanz Deputy

Section 11 Township No. 13 N Range No. 25 E.



NORTH

Township No. 13 N Range No. 25 E Mount Diablo Base and Meridian



Scale 80 Chains (1 mile) to an inch

SOUTH