FILED
04 AUG 30 PM 2:59
LANCE S. WILSON
BY
DEPUTY

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF NEVADA**

| | |
|---|---|
| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>WALKER RIVER PAIUTE TRIBE,<br><br>Plaintiff-Intervenor,<br><br>v.<br><br>WALKER RIVER IRRIGATION DISTRICT,<br>a corporation, et al.,<br><br>Defendants. | In Equity No. C-125-ECR<br>Subfile No. C-125-B<br><br>**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



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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): Janice E. Banta, Trustee of the "Raymond E. Tamagn and Janice E. Tamagni Family Trust, Survivor's Trust" and the "Raymond E. Tamagni and Janice E. Tamagni Family Trust, Decedent Trust, Regina Rae West, Elva Renee Menesini, Risa Elizabeth Boyl Mary Roseanne Elliott, (now Mary Roseanne Phillips)

Street or P.O. Box: (Elva Renee Menesini)
107 So. Oregon St.
Yerington, NV 89447

Town or City: Yerington

State: Nevada

Zip Code: 89447

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

Name(s): David Little, Jr. and Bonnie Little, Husband and Wife

Street or P.O. Box: 350 Densmore Lane

Town or City: Yerington

State: Nevada

Zip Code: 89447

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 29 day of July 2004.

x Elva Renee Menesini

[signature of counter-defendant]

[name of counter-defendant]

Elva Renee Menesini

[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]

304789

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
Title Service & Escrow Co.
03 SEP 24 PM 12: 32
MARY C. MILLIGAN
COUNTY RECORDER
FEE 16.00 DEP. DW

APN 14-321-04 and 14-321-05
Order No. TSL-25524

SPACE ABOVE FOR RECORDER'S USE ONLY

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, made this 19 day of SEPTEMBER, 2003, between DAVID LITTLE, JR. and BONNIE LITTLE, husband and wife as Joint Tenants with the Right of Survivorship, herein called TRUSTOR, whose address is 350 DENSMORE LANE, YERINGTON, NV 89447, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and JANICE E. BANTA, Trustee of "The Raymond E. Tamagni and Janice E. Tamagni Family Trust, Survivor's Trust," as to an undivided 1/4 interest, as to Parcel 1 and JANICE E. BANTA, Trustee of "The Raymond E. Tamagni and Janice E. Tamagni Family Trust, Deceased's Trust," as to an undivided 1/4 interest, as to Parcel 1 and JANICE E. BANTA, Trustee of "The Raymond E. Tamagni and Janice E. Tamagni Family Trust, Survivor's Trust," as to an undivided 7/24ths interest, as to Parcel 2 and JANICE E. BANTA, Trustee of "The Raymond E. Tamagni and Janice E. Tamagni Family Trust, Deceased's Trust," as to an undivided 7/24ths interest as to Parcel 2, and REGINA RAE WEST, as to an undivided 1/8 interest in Parcel 1 and an undivided 5/48 interest in Parcel 2, ELVA RENEE MENESINI, as to an undivided 1/8 interest in Parcel 1 and an undivided 5/48 interest in Parcel 2, RISA ELIZABETH BOYLE, as to an undivided 1/8 interest in Parcel 1 and an undivided 5/48 interest in Parcel 2 and MARY ROSEANNE ELLIOTT, as to an undivided 1/8 interest in Parcel 1 and an undivided 5/48 interest in Parcel 2, herein called BENEFICIARY, whose address is P.O. BOX 693, YERINGTON, NV 89447.



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Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lyon County, Nevada, described as:

Parcel 1:

Township 14 North, Range 26 East, M.D.B.&M.,

The SE 1/4 and the East 1/2 of the SW 1/4 of Section 20.

The West 1/2 of the SW 1/4 of Section 21.

The NE 1/4 and the East 1/2 of the NW 1/4 of Section 29.

Parcel 2:

Township 14 North, Range 26 East, M.D.B.&M.,

The East 1/2 and the East 1/2 of the West 1/2 of Section 21.

The West 1/2 of the West 1/2 of Section 22.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $700,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed

of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Lyon, OCT. 30, 1997, as No. 211663
Mineral, NOV. 4, 1997, in Book 173, pages 267 - 269 as No. 11785

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

DAVID LITTLE, JR.

BONNIE LITTLE

STATE OF NEVADA )
) ss.
COUNTY OF LYON )

On SEPTEMBER 19, 2003 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), DAVID LITTLE, JR. and BONNIE LITTLE, who acknowledged to me that they executed the within instrument.

Notary Public

STEPHANIE L. JACKSON
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 97-3155-1[illegible] - Expires August 25, 2005



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