U.S. DISTRICT COURT
DISTRICT OF NEVADA
FILED
JAN 17 2006
CLERK, U.S. DISTRICT COURT
BY _____ 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

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

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): LOUIS J. COTE'
CAROL R. COTE'

Street or P.O. Box: 5745 RENO HWY

Town or City: FALLON

State: NEV

Zip Code: 89406

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

Name(s): TODD JAMES O'BANION

Street or P.O. Box: PO BOX 176

Town or City: WELLINGTON

State: NEV

Zip Code: 89444

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

- [x] 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 13th day of JAN 2006

Louis Cote
Carol R. Cote
[signature of counter-defendant]

[name of counter-defendant]
LOUIS J. COTE
Carol R. Cote

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OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY

Title Service & Escrow Co.

04 MAR 12 AM 9:15

MARY C. MILLIGAN
COUNTY RECORDER

FEE 18.50 DEP YM

Assessor's Parcel #: 10-741-47; 10-741-48; 10-741-49

RECORDING REQUESTED BY AND RETURN TO:
Western Nevada Title Company
2258 Reno Hwy., Suite "A"
Fallon, Nevada 89406
WN03-23059-04

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of March, 2004, between TODD JAMES O'BANION, a single man, of the County of Lyon, State of Nevada, hereinafter referred to as Trustor, WESTERN NEVADA TITLE COMPANY, a Nevada Corporation, hereinafter referred to as Trustee, and, LOUIS J. COTÉ and CAROL R. COTÉ, husband and wife, as joint tenants, of the County of Churchill, State of Nevada, hereinafter referred to as Beneficiaries,

W I T N E S S E T H:

WHEREAS, the Trustor is indebted to the Beneficiary in the sum of TWO HUNDRED NINETY THREE THOUSAND DOLLARS ($293,000.00), and have agreed to pay the same according to the terms of a certain promissory note of even date herewith,

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executed and delivered by the Trustor to the Beneficiaries, and,

WHEREAS, this deed of trust is intended to secure the payment of said promissory note, and

NOW, THEREFORE, the Trustor, for the purpose of securing the payment of the sums due under said promissory note, and also of all other monies herein agreed or provided to be paid by the Trustor, or which may be paid out or advanced by the Beneficiaries to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situate in the County of Lyon, State of Nevada, more particularly bounded and described as follows, to-wit:

> All that certain property being a portion of the SE¼ of Section 21, T.10N., R.24E., MDB&M, Lyon County, Nevada, described as follows:
>
> Lots 1, 2, and 4 as shown on the Map of Division Into Large Parcels for Louis J. & Carol R. Cote, recorded in the Official Records, of Lyon County, Nevada, on February 4, 2004, as Document NO. 313341.

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 **and specifically including any and all water rights** appurtenant to the above-described real property.

This deed of trust will be security for the payment in lawful money of the United States of America, of any and all monies that may hereafter become due and payable from the Trustor to the Beneficiaries from any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustor to the Beneficiaries, however evidenced.

The following covenants: Numbers 1, 2 $ reasonable, 3, 4 7 %, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030 relating to transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and made a part of this deed of trust.

In addition to the above covenants, the said Trustor also promises and agrees to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.

It is specifically understood and agreed that until such time as the note secured by this deed of trust has been paid in full, the Trustor shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

So long as the Trustor shall not be in default of any of the covenants contained herein, nor in the payments due on the promissory note secured hereby, Trustor herein may request and Beneficiaries shall grant the partial release and reconveyance from the lien or charge of this deed of trust, one (1) lot for each and every payment to principal of the sum of NINETY EIGHT THOUSAND DOLLARS ($98,000.00). Said principal payments, made for the purposes of release, shall not be applied toward the monthly payment obligation due pursuant to the terms of the Promissory Note which this Deed of Trust secures. Any property requested to be released shall have been legally parcelled and Trustor shall provide the legal description for any parcel requested to be released.

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

Todd James O'Banion

TODD JAMES O'BANION

STATE OF NEVADA)

: ss.

County of ~~Lyon~~ Churchill)

On this 8th day of March, 2004, personally appeared before me, a Notary Public, in and for the county and state aforesaid, TODD JAMES O'BANION, known to me or who proved to me to be the person, described in and who executed the above and foregoing instrument; who acknowledged to me that he 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.

Notary Public

Document prepared by:
Mackedon, McCormick & King
179 South LaVerne Street
Fallon, Nevada 89406

CAROLINE J. MOORE
Notary Public, State of Nevada
Appointment No. 94-0193-4
My Appt. Expires Jul 7, 2006