

EXHIBIT 104

REAL PROPERTY CONVEYANCE AGREEMENT

The STATE OF NEVADA, through its State Land Registrar, for and on behalf of the STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS ("GRANTEE"), hereby accepts from the NATIONAL FISH AND WILDLIFE FOUNDATION, A CONGRESSIONALLY-CHARTERED NONPROFIT ORGANIZATION ("GRANTOR"), that real property known as Lyon County Assessor's Parcel Numbers 14-321-03, and 14-401-18 (the "Property") as described in Exhibit "A," attached hereto and incorporated herein by this reference, GRANTOR conveys the PROPERTY to GRANTEE as a donation, and there shall be no monetary payment for the conveyance. This conveyance shall be pursuant to the terms and conditions set forth below:

RECITALS

GRANTOR is the owner of that certain real property commonly known as Aguiar and Sciarani properties along the Walker River south of Mason Valley Wildlife Management Area east of State Highway 95A, situate in the County of Lyon, State of Nevada, shown in Exhibit "A" attached hereto. GRANTOR is donating to GRANTEE that certain real property, more specifically approximately seven hundred and ninety-one (791) acres, shown as proposed in Exhibit "B" on the attached parcel maps, made a part hereof. As stated above for the purposes of this Agreement, this shall be referred to as the "PROPERTY."

NOW, THEREFORE, pursuant to the conditions contained herein, GRANTEE and GRANTOR agree as follows:

1. **TOTAL PURCHASE PRICE:** The Parties agree that the conveyance of the property to GRANTEE shall be a donation, and there shall be no monetary payment by GRANTEE for the PROPERTY.

2. **USE OF PROPERTY:**

2.1 GRANTEE agrees to hold the PROPERTY as an integral component of the Mason Valley Wildlife Management Area as upland habitat in perpetuity.

3. **TITLE:**

3.1 Title shall be vested in the STATE OF NEVADA through a Grant, Bargain and Sale Deed accepted by GRANTEE and recorded at close of escrow. GRANTOR shall execute such a deed and convey title clear of all liens, special assessments, claims, conditions, covenants, restrictions, rights-of-way or other encumbrances except for those specifically identified in Exhibit "C", attached hereto and incorporated herein by this reference.

3.2 GRANTOR shall obtain an American Land Title Association owner's policy of title insurance with such policy excluding from coverage only those liens, special assessments, claims, conditions, covenants, restrictions, rights-of way or other encumbrances specifically identified in Exhibit "C". If for any reason GRANTOR is unable to obtain such a policy, this Agreement shall be null and void.

3.3 In the event that GRANTOR is unable to obtain a policy of title insurance acceptable to GRANTEE:

(a) GRANTEE shall have no obligation to accept this donation the conveyance of the PROPERTY, and /or perform under this Agreement.

(b) GRANTOR shall have no right to enforce the performance under this Agreement, or to request damages for costs incurred. GRANTOR shall bear any costs and fees it incurs under this Agreement.

4. ESCROW:

4.1 An escrow account shall be established for this conveyance at Title Services and Escrow Company (TSEC), 215 W Bridge Street No. 1, Yerington Nevada, 89447-2544 ("TITLE COMPANY"). TITLE COMPANY is hereby authorized and instructed to act in accordance with the provisions of this Agreement; provided, however, the Parties shall execute any additional agreements as required by the TITLE COMPANY in accordance with the Escrow Holder's standard general provisions that are not inconsistent with this Agreement.

4.2 GRANTEE and GRANTOR agree the following transaction costs shall be paid as follows:

(a) A Preliminary Title Report shall be provided to GRANTEE by the TITLE COMPANY. Any costs related to this report shall be paid by GRANTOR.

(b) All escrow fees shall be paid by GRANTOR.

(c) The owner's policy of title insurance shall be paid by GRANTOR.

(d) GRANTOR shall pay all current and delinquent property taxes prorated as of the date escrow closes.

(e) GRANTOR shall pay any current and delinquent water company fees, dues or charges, prorated as of the date escrow closes.

(f) GRANTOR shall pay any current and delinquent general improvement district and sewer improvement district fees, dues, or charges, prorated as of the date escrow closes. Any special assessment levied by the general improvement district and sewer improvement district as of the date escrow closes shall be paid in full by GRANTOR.

(g) In addition to satisfying existing liens, special assessments, claims, covenants, conditions, restrictions, rights-of-way or other encumbrances as required under Section 2 of this Agreement, GRANTOR shall pay all costs related to removing such encumbrances. These costs

include, but are not limited to, reconveyance fees, lender release fees, prepayment penalties, and any fees related to correction deeds.

(h) GRANTEE shall not refund or reimburse GRANTOR for any fees, assessments, bonds, or deposits previously paid by GRANTOR for roads, sewer, utilities or any other reason.

(i) GRANTOR shall pay all costs related to Internal Revenue Service filing and reporting requirements. These costs include, but are not limited to, fees and charges resulting from TITLE COMPANY'S filing, as required by law.

4.3 Under Nevada Revised Statute 247.305, this transaction is exempt from county recording fees. Under Nevada Revised Statute 375.090, this transaction is exempt from the Real Property Transfer Tax (RPTT).

4.4 Both GRANTEE and GRANTOR shall deposit all necessary funds and/or documents into escrow from time to time as required and shall make and execute any further escrow instructions or documents necessary to carry out the performance of this Agreement.

4.5 If there is a conflict between the printed escrow instructions required by TITLE COMPANY and this Agreement, then the terms and conditions of this Agreement shall control.

4.6 TITLE COMPANY shall provide GRANTEE and GRANTOR with copies of the escrow instructions, estimated settlement charges and final settlement statements for both GRANTEE and GRANTOR.

4.7 Escrow shall close upon successful completion of activities by GRANTOR as outlined below in sub sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 unless an earlier date is agreed to in writing by both GRANTEE and GRANTOR.

5. CONDITIONS PRECEDENT TO GRANTEE'S ACCEPTANCE AND PERFORMANCE UNDER THIS AGREEMENT:

5.1 GRANTOR shall be solely responsible for payment of all fees and costs for the title. In the event of escrow cancellation for any reason, GRANTOR shall reimburse GRANTEE for any fees and costs incurred by GRANTEE.

5.2 GRANTOR shall, prior to close of escrow and at GRANTOR'S cost, have a Professional Land Surveyor, licensed to do business in the State of Nevada, survey out the areas to be transferred to STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS, and any other areas and processes that would be involved in a subdivision of those properties. GRANTOR shall bear all fees and costs associated with the land survey.

5.3 In order to ensure that there are no hazardous substances, rubbish or refuse on the PROPERTY, GRANTOR shall be responsible for the costs and completion of an Environmental Site Assessment, Phase I on each of the areas identified and attached hereto as Exhibit "D". If any contamination is found by the Environmental Inspector, GRANTOR shall take proper action to assess and remediate such contamination in accordance with provisions promulgated in Nevada Revised Statutes and Administrative Code (NAC) 445A or then existing regulations used by Nevada Department of Environmental Protection ("NDEP") at the time of the Phase I Inspection. After GRANTOR takes the necessary corrective action, Grantor shall obtain a No Further Action letter from the NDEP so that GRANTEE shall have no further liability on the contaminated area(s).

5.4 GRANTOR shall be responsible for the remediation of any underground septic, tanks, and containers discovered prior to closing upon, in and under the areas on Exhibit D.

5.5 GRANTOR shall by separate agreement provide funding for one or more outside experts to develop and implement a Revegetation Plan to establish native and drought resistant vegetation suitable for upland wildlife habitat on the PROPERTIES. The Revegetation Plan shall anticipate an initial three-year implementation period; shall be developed in consultation with both the GRANTEE and the GRANTOR; and both the Plan and the agreement shall be reviewed and agreed to by the State of Nevada and the Department of Wildlife. The Plan and agreement for funding shall be in place prior to closing of escrow.

5.6 GRANTOR shall provide a portion of the appurtenant water rights or other water resource owned by GRANTOR for use by GRANTEE as an integral component of the Revegetation Plan discussed in Section 5.5. Such appurtenant water rights shall be provided for up to three years from the effective date of the Revegetation Plan or until the native and drought resistant vegetation has been successfully established in accordance with the Revegetation Plan, whichever is later. .

5.7 After native and drought resistant vegetation has been successfully established in accordance with the Revegetation Plan, any water needed for long-term habitat maintenance on the PROPERTIES shall be provided from other water rights owned by GRANTEE for use within the Mason Valley Wildlife Management Area. GRANTOR acknowledges that occasional supplies of supplemental water may be needed by GRANTEE for maintenance of the PROPERTIES during extended drought conditions and pledges to work in good faith with GRANTEE to help address such needs through ongoing

improvements to the Mason Valley Wildlife Management Area water management system; from water that might be available from GRANTOR's then-current portfolio of acquired water rights; or from any water rights held in a potential future water bank established by GRANTOR for the purpose of revegetation and stewardship of retired farmlands.

5.8 Grantor will retain title to and shall be responsible for all current and future payments associated with any water rights owned by GRANTOR which remain appurtenant to the PROPERTIES at close of escrow, including applicable Walker River Irrigation District, United States Board of Water Commissioners, and Ditch Company assessments. GRANTEE understands that GRANTOR will work diligently both during and after close of escrow to detach the water rights from the PROPERTIES in accordance with all necessary approvals, and GRANTEE agrees to cooperate with GRANTOR in all matters related thereto subject to the provisions of Sections 5.5 and 5.6 above.

5.9 GRANTOR agrees to provide all the financial assistance to terminate the use of and plug any wells pursuant to NAC 534.420 inclusive that may exist on the properties stripped of their water rights.

5.10 GRANTOR shall have performed every covenant, condition, agreement and promise to be performed by GRANTOR as determined through review and agreement by and with the GRANTEE prior to close of escrow pursuant to this Agreement

5.11 All of GRANTOR'S representations and warranties in this Agreement shall be true and accurate.

6. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** GRANTOR represents and warrants to GRANTEE as follows:

6.1 GRANTOR is the legal and equitable owner of the PROPERTY with full right to convey.

6.2 GRANTOR has not made any commitments, agreements, or granted any options, rights of first refusal or rights of first offer to third parties to convey or otherwise acquire an interest in the PROPERTY.

6.3 GRANTOR is not in default of any obligations or liabilities pertaining to the PROPERTY, nor is GRANTOR involved in or aware of pending or threatened litigation that may adversely affect the PROPERTY, or which may adversely affect GRANTOR'S ability to fulfill all obligations under this Agreement and the related documents.

6.4 This Agreement and all other associated documents have been duly authorized, executed, and delivered by GRANTOR; are binding obligations of GRANTOR; are collectively sufficient to transfer all of GRANTOR'S rights to the PROPERTY.

6.5 GRANTOR is not a foreign person within the meaning of 42 USCS 1445 (f) (3).

6.6 Except as otherwise provided, all of GRANTOR'S representations and warranties shall be true as of the date GRANTOR executes this Agreement and the date of close of escrow.

7. **GRANTOR'S COVENANTS:** GRANTOR agrees and covenants as follows:

7.1 GRANTOR shall not encumber the PROPERTY in any manner after executing this Agreement.

7.2 GRANTOR shall discharge all of GRANTOR'S obligations and liabilities, including but not limited to, paying any and all fees and performing all measures required by Lyon County concerning the PROPERTY that exist or arise prior to the close of escrow.

7.3 GRANTOR shall indemnify, defend, and hold the State of Nevada, its officers, employees and agents harmless from loss, cost, or expense, including but not limited to, attorneys fees and court costs, resulting from any fee or commission claim by a broker or finder claiming through GRANTOR.

7.4 GRANTOR shall immediately notify GRANTEE of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to GRANTOR that might affect the PROPERTY or any interest of GRANTEE.

8. **DEFAULT:** If for any reason GRANTOR executes the Agreement and then does not perform pursuant to the terms, conditions, representations and warranties, GRANTEE may either cancel Agreement by notifying GRANTOR in writing of such cancellation or enforce this Agreement through specific performance. If GRANTEE chooses to cancel this Agreement due to GRANTOR'S default, GRANTOR agrees to pay GRANTEE all fees and costs that GRANTEE has reasonably incurred in anticipation of the performance of this Agreement.

9. **MISCELLANEOUS:**

9.1 **TIME IS OF THE ESSENCE:** GRANTEE and GRANTOR expressly agree that time is of the essence of this Agreement.

9.2 **ENTIRE AGREEMENT:** This Agreement and the items incorporated herein contain all of the agreements between GRANTEE and GRANTOR with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party are a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both GRANTEE and

GRANTOR. When executed by GRANTOR this Agreement shall be binding upon GRANTOR'S heirs, successors, executors and assigns.

9.3 SURVIVAL: This Agreement shall survive the closing of this transaction and shall remain a binding contract between the parties hereto.

9.4 ASSIGNMENT: GRANTOR shall have the right to assign its rights and delegate its authorities and responsibilities under this Agreement, without GRANTEE'S consent in whole or in part, including without limitation the right to assign this Agreement to any affiliate of GRANTOR, or to any organization designated by GRANTOR for ownership of the assets of the Walker Basin Restoration Program. Any such assignment shall release GRANTOR from its respective obligations under this Agreement. GRANTOR shall give GRANTEE written notice of any such assignment.

9.5 CHOICE OF LAWS: This Agreement shall be governed by the laws of the State of Nevada, and any question arising hereunder shall be construed or determined according to such law.

9.6 BROKER'S COMMISSION: Each party hereby represents to the other that it has not entered into any agreement or incurred any obligation that might result in the obligation of the other party to pay a sale or brokerage commission or a finder's fee on this transaction. Each party agrees to indemnify the other party for any such commission or fee that might arise from its actions or agreements in contravention of this warranty.

9.7 EXPIRATION OF OFFER: This offer expires at 5:00 p.m. Friday, May 11, 2012.

There shall be no implied or express extensions of this offer unless agreed to in writing by the Parties.

Made by me this 17th day of November, 2011.


JAMES R. LAWRENCE, STATE LAND REGISTRAR

Approved on Behalf of the Nevada Department of Wildlife:

By:  Date: 10/7/11

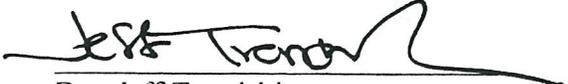
KEN MAYER, Director *FOR*

11. ACCEPTANCE AND ACKNOWLEDGMENTS:

11.1 The undersigned GRANTOR hereby accepts the GRANTEE'S terms and agrees to convey the PROPERTY to the STATE OF NEVADA in accordance with the provisions stated in this Agreement.

11.2 Further, GRANTOR voluntarily agrees to the provisions under this Agreement. GRANTEE, its officers, employees or agents have not attempted to influence GRANTOR'S decision in any way.

NATIONAL FISH AND WILDLIFE FOUNDATION, A
CONGRESSIONALLY-CHARTERED NONPROFIT ORGANIZATION



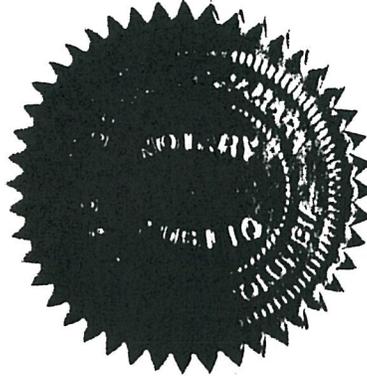
By: Jeff Trandahl
Its: EXECUTIVE DIRECTOR

DISTRICT OF COLUMBIA
: ss

On 10/13, 2011 personally appeared before me, a notary public, Donna McNamara personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Donna McNamara
NOTARY PUBLIC

Donna McNamara
Notary Public, District of Columbia
My Commission Expires 7/14/2012



Approved as to Form:

CATHERINE CORTEZ MASTO
STATE OF NEVADA
Attorney General

By: [Signature]

Kevin Benson
Deputy Attorney General

Date: 10-4-11

APPROVED:

BOARD OF EXAMINERS

By: [Signature]

Date: 2-14-12

APPROVED:

INTERIM FINANCE
COMMITTEE

By: [Signature]

Date: 2/17/12

EXHIBIT "A"
DESCRIPTION

Lyon County Assessor's Parcel Numbers 014-321-03, and 014-401-18,
containing approximately 791 acres.

All of APN 14-321-03

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

Section 19: SE ¼

Section 20: W ½ of SW ¼

Section 29: W1/2 of NW ¼

All of APN 14-401-18

Township 13 North, Range 25 East, M D. B. & M.,

Section 1: W1/2NW1/4; NW1/4SW1/4

Section 2: NE1/4; E1/2NW1/4

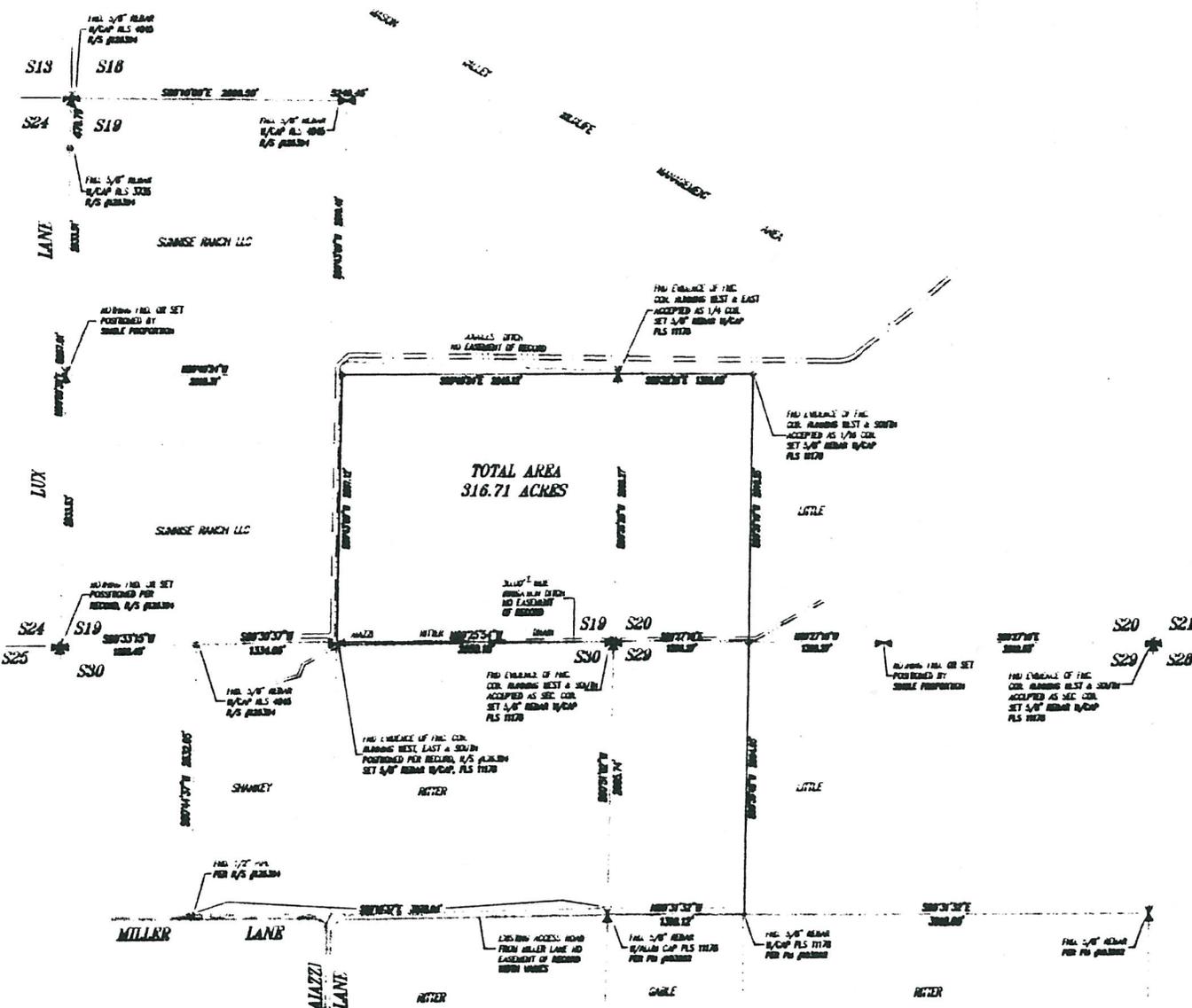
Section 35: SE1/4SW1/4; S1/2SE1/4

Section 36: SW1/4SW1/4

EXHIBIT "B"
PARCEL MAPS
(following)



SCALE: 1 INCH = 600 FEET



SURVEYOR'S CERTIFICATE

I, Rick P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that this is a true and accurate representation of the lands surveyed under my supervision at the instance of the National Fish and Wildlife Foundation. The lands surveyed is in a portion of Sections 18, 20 & 21, Township 14 North, Range 25 East, M.D.M. and was completed July 11, 2011.

The monuments are of the character shown, and occupy the positions indicated and are sufficient for retracement.



Rick P. Christian, PLS 11170

EXPIRES 12/31/12

BASES OF BEARINGS

The bearings of this survey are based on the North line of Section 1, T. 13 N., R. 25 E., M.D.M., as shown on PG No. 200200 Lyon County records on bearing N 89°52' E.

NOTE

This map is not to conflict with the provisions of any chapter 270. It is a survey to set corners of an existing parcel.

LEGEND

- ⊕ Section corner, as noted
- ⊙ 1/4 Section corner, as noted
- Set 3/8" iron pin with cap PLS 11170
- Found point, as noted
- Existing Fence Line

MAP REFERENCES

- 1 UNBOLD PLAT MAP, OCTOBER 1, 1899 T1-04, R25E, M.D.M.
- 2 PARCEL MAP, FILE #08043
- 3 PARCEL MAP, FILE #08330
- 4 PARCEL MAP, FILE #09422
- 5 PARCEL MAP, FILE #09408
- 6 PARCEL MAP, FILE #21160
- 7 PARCEL MAP, FILE #03282
- 8 RECORD OF SURVEY, FILE #128304

RECORDER'S CERTIFICATE

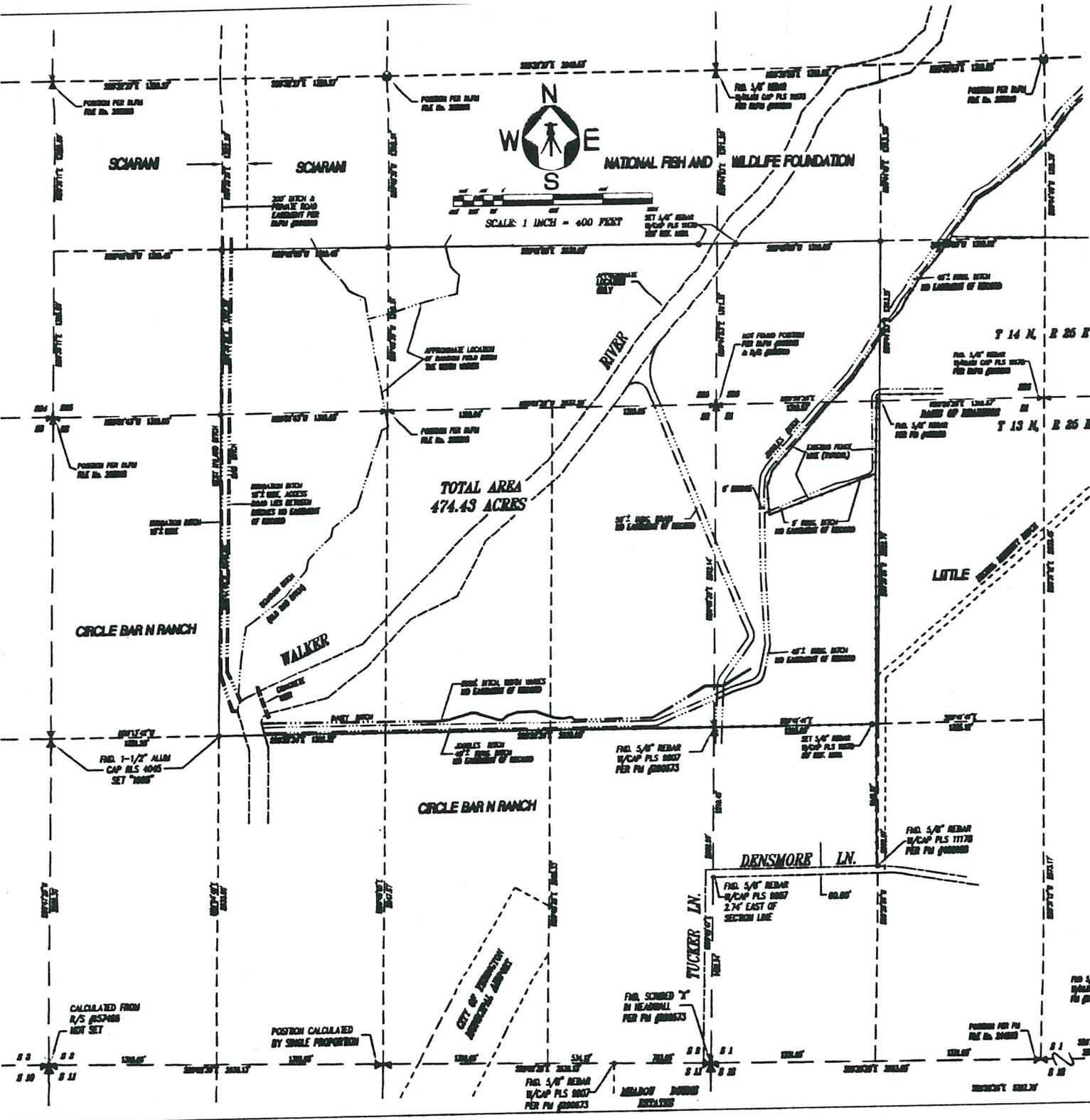
Filed for record at the request of _____ on this _____ day of _____, 2011 at _____ minutes past _____ o'clock _____ M in the official records of Lyon County Nevada.

Fee _____ COUNTY RECORDER
DEPUTY

FILE 014-001-01

RECORD OF SURVEY FOR
NATIONAL FISH AND WILDLIFE FOUNDATION
 OF LANDS LIES IN THE SW 1/4 OF SECTION 18,
 THE SE 1/8 SW 1/4 OF SECTION 20, AND
 THE SW 1/8 SW 1/4 SECTION 21
 TOWNSHIP 14 NORTH, RANGE 25 EAST
 COUNTY CLERK JOURNAL
 LYON COUNTY, NEVADA

BOOK #	11002C	PAGE #	11002C	DATE OF SURVEY	BY
FILE NO.	11002	DATE	6/20/11	BY	RL



SURVISTOR'S CERTIFICATE

I, Mark P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that this is a true and accurate representation of the lands surveyed under my supervision at the instance of the National Fish and Wildlife Foundation. The lands surveyed lie in a portion of Sections 1 & 2, Township 13 North, Range 25 East and a portion of Sections 35 & 38, Township 14 North, Range 25 East, M.A.M. and was completed May 10, 2011. The monuments are of the character shown, and occupy the positions indicated and are sufficient for retracement.



Mark P. Christian, PLS 11176

BASE OF BEARINGS

The bearings of this survey are based on the North line of Section 1 as shown on Plat no. 202223 of Lyon County records on bearing of S89°29' E.

NOTE

This map is not to conflict with the provisions of 1883 Chapter 220. It is a survey to cut corners of an existing patent.

ABBREVS

- Section corner, as noted
- 1/4 Section corner, as noted
- Set 5/8" iron pin with cap PLS 11176
- Found point, as noted
- Existing Fence Line

MAP REFERENCES

- 1 USBLD PLAT MAP, MARCH 20, 1889 T13N, R25E, S14M.
- 2 USBLD PLAT MAP, MARCH 20, 1889 T14N, R25E, S14M.
- 3 PARCEL MAP, FILE #202273
- 4 PARCEL MAP, FILE #202282
- 5 PARCEL MAP, FILE #202283
- 6 RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FILE #204718
- 7 RECORD OF SURVEY, FILE #202282
- 8 RECORD OF SURVEY, FILE #202283

RECORDER'S CERTIFICATE

Filed for record of the request of _____ on this _____ day of _____, 2011 at _____ o'clock _____ of the _____ in the official records of Lyon County, Nevada.
 Fee _____ COUNTY RECORDER
 FILE NO. _____ BY _____ DEPUTY

RECORD OF SURVEY FOR
NATIONAL FISH AND WILDLIFE FOUNDATION
 OF LANDS BEING IN THE 1/4 SECTION 1 & 2 AND THE 1/4 SECTION 35 & 38 OF T13N, R25E, S14M AND THE 1/4 SECTION 1, 2, 35 & 38 OF T14N, R25E, S14M. BEING TRACTS ADJACENT LYON COUNTY, NEVADA

BOOK	PAGE	DATE OF RECORD
110223	110223	
11022	8/2/11	BY

CALCULATED FROM R/S #23488 NOT SET

POSITION CALCULATED BY SINGLE PROPORTION

CITY OF DENVER

FILE SCRIBED 'Y' IN HEADBALL PER PU PRODUCTS

MEADOW BOUNDARY

FILE 5/8" BEAR W/CAP PLS 11176 PER PU PRODUCTS

TOTAL AREA 474.43 ACRES

T 14 N, R 25 E

T 13 N, R 25 E

DENSMORE LN.

TUCKER LN.

WALKER RIVER

LITTLE

SCIARAN

SCIARAN

NATIONAL FISH AND WILDLIFE FOUNDATION

CIRCLE BAR N RANCH

WALKER

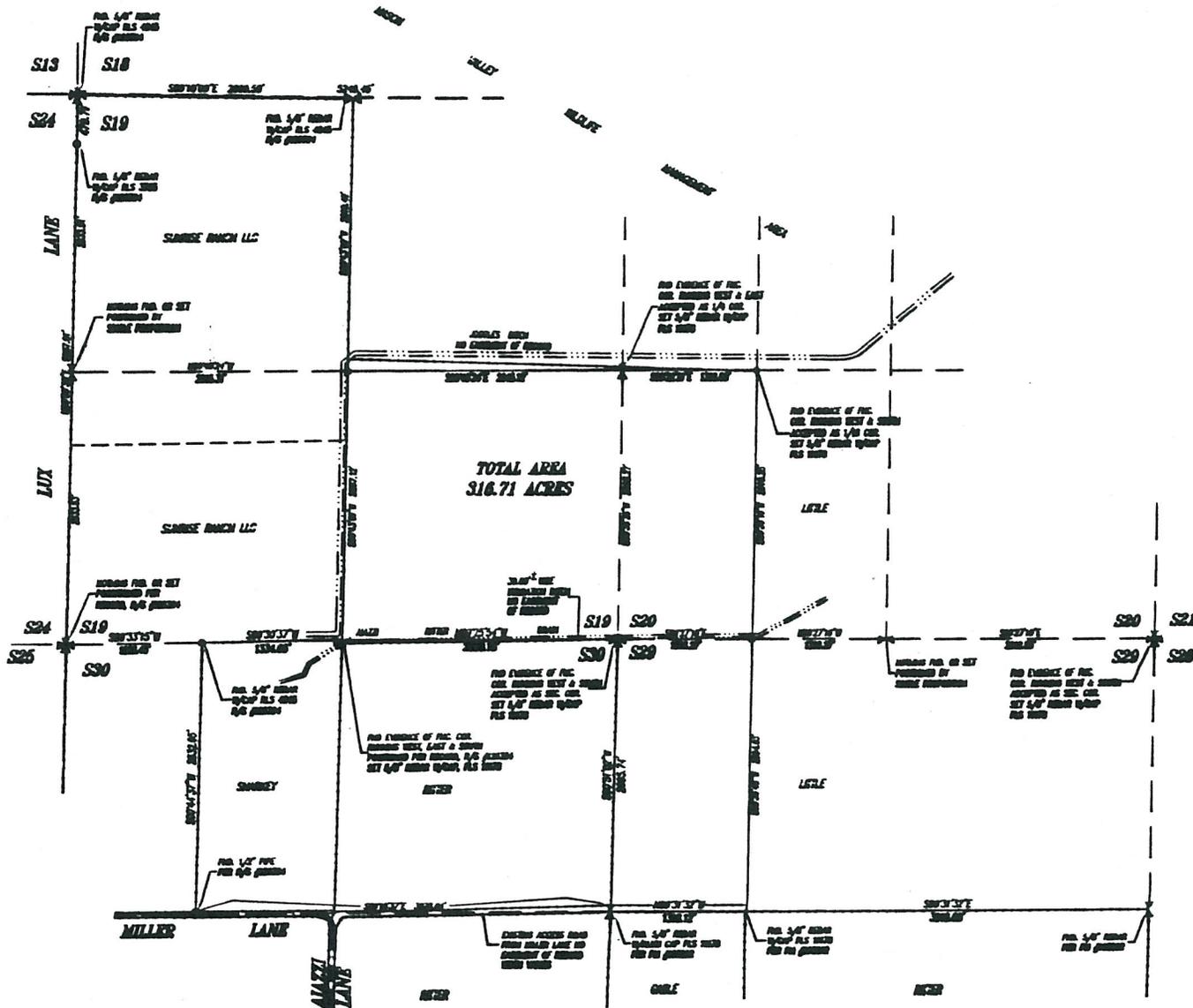
CIRCLE BAR N RANCH

SECTION 35
SECTION 36
SECTION 37
SECTION 38

SECTION 1
SECTION 2



SCALE: 1 INCH = 600 FEET



SURVEYOR'S CERTIFICATE

I, **Mark P. Christian**, a Professional Land Surveyor Licensed in the State of Nevada, certify that this is a true and accurate representation of the lands surveyed under my supervision at the instance of the National Fish and Wildlife Foundation. The lands surveyed is in a portion of Sections 18, 20 & 20, Township 14 North, Range 20 East, M.D.M. and was completed July 11, 2011.

The measurements are of the character shown, and occupy the positions indicated and are sufficient for retracement.



Mark P. Christian, PLS 11170

DRAWN 12/04/12

BASE OF BEARING

The bearings of this survey are based on the North line of Section 1, T. 13 N., R. 20 E., M.D.M., as shown on Plat No. 20888 Lyon County records on bearing 89°07'20" E.

NOTE

This map is not in conflict with the provisions of NRS Chapter 220. It is a survey to set corners of an existing parcel.

LEGEND

- Section corner, as noted
- ◻ 1/4 Section corner, as noted
- Set 3/8" iron pin with cap PLS 11170
- Found point, as noted
- Existing Fence Line

MAP REFERENCES

1. UNBOLD PLAT MAP, OCTOBER 1, 1889 T14N, R20E, M.D.M.
2. PARCEL MAP, FILE #200043
3. PARCEL MAP, FILE #200320
4. PARCEL MAP, FILE #201022
5. PARCEL MAP, FILE #200400
6. PARCEL MAP, FILE #211100
7. PARCEL MAP, FILE #203202
8. RECORD OF SURVEY, FILE #232304

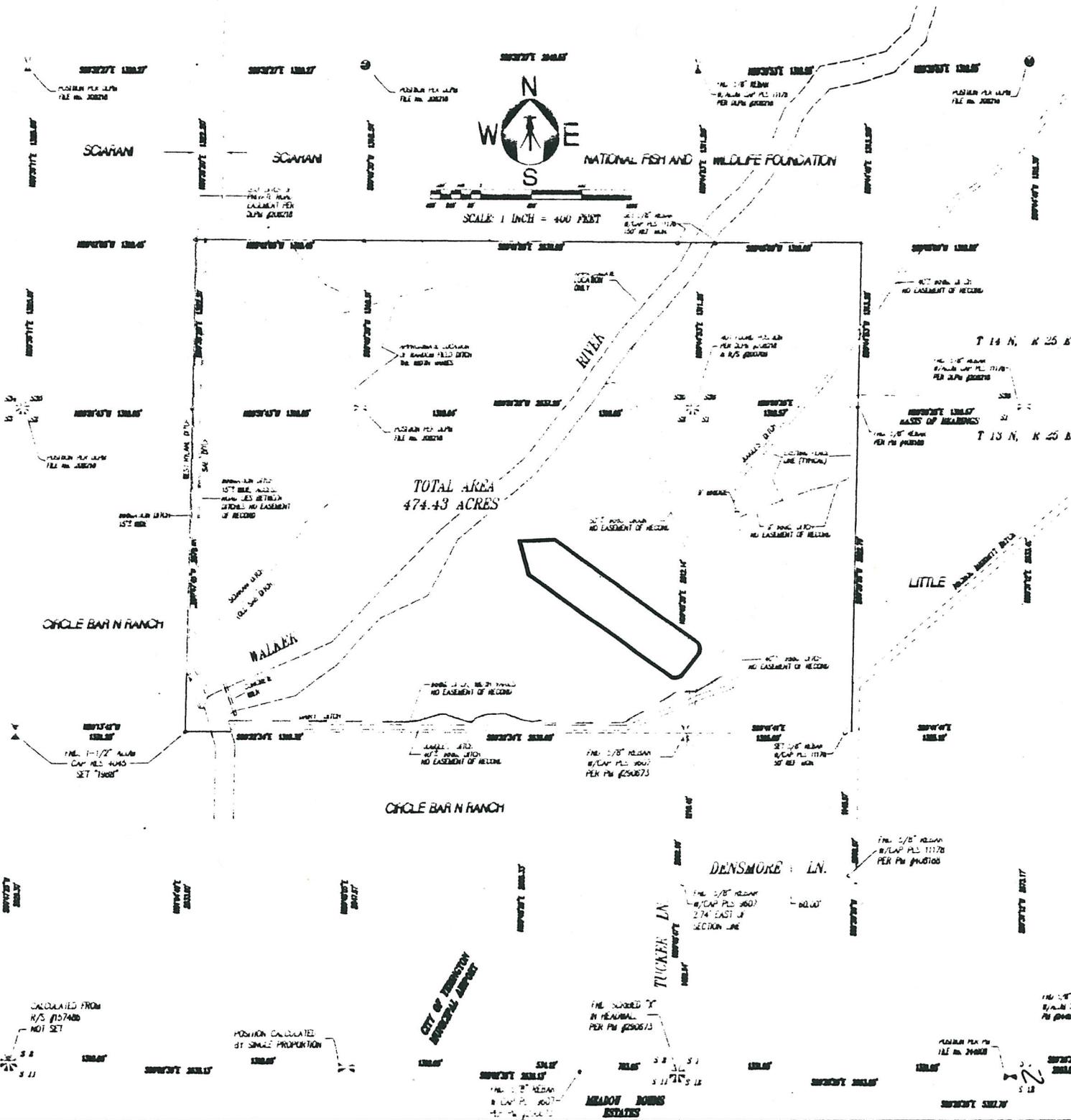
RECORDER'S CERTIFICATE

Filed for record at the request of _____
 on this _____ day of _____, 2011 at
 _____ o'clock _____ in the office
 records of Lyon County, Nevada.
 For _____ COUNTY RECORDER
 FILE NO. _____ BY _____ DEPUTY

801 044-001-00

RECORD OF SURVEY FOR
NATIONAL FISH AND WILDLIFE FOUNDATION
 OF LANDS LIES IN THE SW 1/4 OF SECTION 18,
 THE SW 1/4 SW 1/4 OF SECTION 20, AND
 THE SW 1/4 SW 1/4 SECTION 20
 TOWNSHIP 14 NORTH, RANGE 20 EAST
 COUNTY BLAND NEVADA
 LYON COUNTY, NEVADA

Book #	Page #	DATE OF
11002C	11002C	RECORDING
11002	6/27/11	BY



SURVEYOR'S CERTIFICATE

I, Rick P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that this is a true and accurate representation of the lands surveyed under my supervision at the behest of the National Fish and Wildlife Foundation. The lands surveyed lie in a portion of Sections 1 & 2, Township 13 North, Range 25 East and a portion of Sections 35 & 36, Township 14 North, Range 25 East, M.D.M. and was completed May 10, 2011. The measurements are of the character shown, and occupy the positions indicated and are sufficient for retracement.



Rick P. Christian, PLS 11170

DATE: 12/21/12

BASES OF BEARING

The bearings of this survey are based on the North line of Section 1 as shown on PL 10-200203 of Lyon County records on bearing N 89°07'20" E.

NOTE

This map is not in conflict with the provisions of NRS chapter 270. It is a survey to set corners of an existing parcel.

LEGEND

- Section corner, as noted
- ◁ 1/4 Section corner, as noted
- Set 5/8" iron pin with cap PLS 11170
- Found point, as noted
- Existing Fence Line

MAP REFERENCES

- 1 USGLO PLAT MAP, MARCH 20, 1888 T13N, R25E, M.D.M.
- 2 USGLO PLAT MAP, MARCH 20, 1888 T14N, R25E, M.D.M.
- 3 PARCEL MAP, FILE #020873
- 4 PARCEL MAP, FILE #020873
- 5 PARCEL MAP, FILE #04-4000
- 6 RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FILE #0-4110
- 7 RECORD OF SURVEY, FILE #022832
- 8 RECORD OF SURVEY, FILE #02225

RECORDER'S CERTIFICATE

Filed for record at the request of _____ on this _____ day of _____, 2011 at _____ o'clock _____ of the afternoon in the office of the County Recorder, Lyon County, Nevada.

Fee _____ COUNTY RECORDER
FILE NO. _____ BY _____ DEPUTY

NATIONAL FISH AND WILDLIFE FOUNDATION

RECORD OF SURVEY FOR
NATIONAL FISH AND WILDLIFE FOUNDATION
 OF LANDS LIES IN THE 1/2, 3/4, 1/4 OF SECTION 1 & THE 1/2, 3/4, 1/4 OF SECTION 2, T13N, R25E AND THE 1/2, 3/4, 1/4 OF SECTION 35 & THE 1/2, 3/4, 1/4 OF SECTION 36, T14N, R25E, M.D.M.

BOOK #	PAGE #	DATE BY
110020	110020	RIK O'BRIEN
11002	5/2/11	RL

EXHIBIT "C"
GRANT, BARGAIN, AND SALE DEED

EXHIBIT "D"
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
EXECUTIVE SUMMARY
(following)



March 2, 2011
File: 1-431-01.001

Ms. Joy Giffin
National Fish and Wildlife Foundation
2215 Raggio Parkway
Maxey Building Office 281
Reno, NV 89512

**SUBJECT: PHASE I ENVIRONMENTAL SITE ASSESSMENT, MASON VALLEY
PARCELS, LYON COUNTY, NEVADA**

Dear Joy,

Please find enclosed two copies of my Phase I Environmental Site Assessment of the subject property, along with my invoice.

In summary, I found no recognized environmental conditions associated with the property, and have no recommendations for additional environmental assessment of the property. I do recommend that NFWF arrange to have heating oil removed from the tank and a drum of unknown oil removed from the old Aiazzi ranch headquarters.

Thank you for the opportunity to have been of service. If you have any questions, please feel free to call me at (775) 851-0506.

Sincerely,

ROBISON ENGINEERING COMPANY, INC.

Wally Robison
Wally Robison, C. E. M.
President

MINING, CIVIL, GEOLOGIC, & ENVIRONMENTAL SERVICES

WALLY: 35 HIGH RIDGE COURT - RENO, NV 89511 - TEL: (775)851-0506 - FAX: (775)851-2423 - E-MAIL: wally@robisoneng.com
NATHAN: 12810 FELLOWSHIP WAY - RENO, NV 89511 - TEL: (775) 852-2251 - FAX: (775) 852-9736 - EMAIL: nathan@robisoneng.com



**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

MASON VALLEY PARCELS

LYON COUNTY, NEVADA

MARCH 2, 2011

A Report Prepared For:

National Fish and Wildlife Foundation
2215 Raggio Parkway
Maxey Building Office 281
Reno, NV 89512

PHASE I ENVIRONMENTAL SITE ASSESSMENT
MASON VALLEY PARCELS
LYON COUNTY, NEVADA

Robison Engineering Company
Job No. 1-43 1-01.001

JURAT

I, Wally Robison, hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state, and local statutes, regulations, and ordinances.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:



Wally Robison, C. E. M.
President

March 2, 2011



1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted on four parcels of land in Lyon County, Nevada. The parcels are referred to herein as the Mason Valley Parcels. The report was prepared for the National Fish and Wildlife Foundation. The Phase I services included a review of pertinent agency records, interviews of individuals with knowledge of the property, an evaluation of readily available aerial photographs, and a reconnaissance of the property. This report is intended to meet the ASTM Standard Practice E-1527-05 for a Phase I Environmental Site Assessment and the U. S. EPA's Standards and Practices for All Appropriate Inquiry.

The Lyon County Assessor's Parcel Numbers (APNs) for the parcels are 014-321-03, 014-321-13, 014-241-35 and 014-401-18. Collectively the parcels contain over 2,000 acres. The parcels have been agricultural land since at least as early as the early 1900s. Most of the parcels have been used as cattle pasture and for growing alfalfa. Only APN 014-321-13 has been lived on, with a small portion of the parcel used as a ranch headquarters. The headquarters area contains two houses, two mobile homes, and multiple outbuildings. The parcel has not been lived on for over eight years.

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property: In my opinion there are no recognized environmental conditions associated with the subject property.

I identified no data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

I have no recommendations for additional environmental assessment of the subject property.

I do recommend that the National Fish and Wildlife Foundation arrange for the removal of the equipment and materials from the "boneyard" on APN 014-241-35 (the Sciarani boneyard), and the removal of the remaining fuel in the tank and the drum of unknown oil from the ranch headquarters area on APN 014-321-13.

This Executive Summary is subject to the limitations stated in Section 13 of this report.

9.0 DISCUSSION OF FINDINGS

I did not note the presence of recognized environmental conditions on the portions of the parcels intended for transfer to NDOW. The Sciarani boneyard is currently on this land and the materials and equipment stored there should be removed prior to transfer.

There are some environmental concerns associated with the ranch headquarters area on APN 014-321-13. The fuel in the oil tank at the main ranch house should be removed, as well as the 55-gallon drum of unknown oil. That EDR found listings for two underground storage tanks on the parcel causes me some concern. I did not find evidence of underground tanks on the parcel, and Mr. Gus Aiazzi's explanation that at least one former underground gasoline tank was removed from the property appears plausible. A metal detector could be used in an attempt to locate an underground tank, but from what I have found, it does not seem reasonable to mount such an effort. The pale granular material stored in a shed at the ranch headquarters is probably gypsum. Chemical analysis would be required to be certain of this conclusion. Mr. Aiazzi had no recollection of storing or using any hazardous materials on the property, or of chemicals for tanning of cowhides. Because the quantity of this material is relatively small, I have no recommendations for further evaluation of the granular material. Depending on NFWF's ultimate use for the lands to be retained, consideration should be given to removing scrap materials, and even the houses, mobile homes, and sheds from the property.

Consideration should also be given to the three water wells on APN 014-321-13. Although the water wells are not an environmental concern, they are potentially a regulatory concern. Nevada Division of Water Resources regulations require that water wells be abandoned by a Nevada-licensed water well driller if the wells are no longer of use.



10.0 CONCLUSIONS

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property: In my opinion there are no recognized environmental conditions associated with the Mason Valley Parcels..

I identified no data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.



11.0 RECOMMENDATIONS

I have no recommendations for additional environmental assessment of the subject property.

I do recommend that NFWF arrange for the removal of the equipment and materials from the boneyard on APN 014-241-35 (the Sciarani boneyard), and the removal of the remaining fuel in the tank and the drum of unknown oil from the ranch headquarters area on APN 014-321-13.

