

# EXHIBIT 106

## **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 14-321-32, and 14-241-45 (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 eight hundred and thirty-two (832) 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:** GRANTEE agrees to hold and manage the PROPERTY for public benefit as upland wildlife 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 D**. 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 E**. 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 E**.

**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 U.S.C. § 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, June 30, 2013. There shall be no implied or express extensions of this offer unless agreed to in writing by the Parties.

Made by me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JAMES R. LAWRENCE, STATE LAND REGISTRAR

**Approved on Behalf of the Nevada Department of Wildlife:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

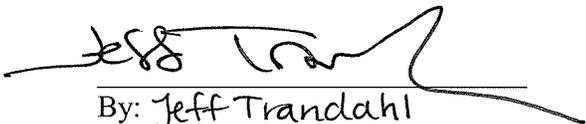
**KEN MAYER, Director**

10. ACCEPTANCE AND ACKNOWLEDGMENTS:

10.1 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.

10.2 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.

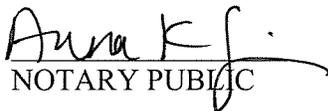
NATIONAL FISH AND WILDLIFE FOUNDATION, A  
CONGRESSIONALLY CHARTERED NONPROFIT ORGANIZATION

  
By: Jeff Trandahl  
Its: CEO

DISTRICT OF COLUMBIA

: ss

On Sept. 26<sup>th</sup>, 2012 personally appeared before me, a notary public, Jeff Trandahl personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

  
NOTARY PUBLIC

Anna K. Gering  
District of Columbia, Notary Public  
My Commission Expires  
December 14, 2016



**Approved as to Form:**

**CATHERINE CORTEZ MASTO**  
**STATE OF NEVADA**  
Attorney General

By: \_\_\_\_\_

Kevin Benson  
Deputy Attorney General

Date: \_\_\_\_\_

**APPROVED:**

**BOARD OF EXAMINERS COMMITTEE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:**

**INTERIM FINANCE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
(follows)

### LEGAL DESCRIPTION

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

#### PARCEL 1:

All that certain real property being a portion of Parcel 1 as shown on the Record of Survey for National Fish and Wildlife Foundation, File No. 483684 of Lyon County records lying in a portion of Sections 25 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian and a portion of Sections 30 & 31, Township 14 North, Range 26 East, Mount Diablo Meridian, being described as follows:

Commencing at the South 1/4 Corner of said Section 30, Township 14 North, Range 26 East, Thence along the South line of said Section 30, North 89°41'17" West a distance of 43.65 feet to a point of intersection with the Westerly right-of-way of Aiazzi Lane as shown on said Record of Survey, File No. 483684; Thence along said Westerly right-of-way, North 0°57'29" East a distance of 200.01 feet to the TRUE POINT OF BEGINNING; Thence from said POINT OF BEGINNING and leaving said Westerly right-of-way, North 89°41'17" West a distance of 1473.42 feet; Thence South 0°49'49" West a distance of 1318.33 feet; Thence North 89°44'31" West a distance of 1281.98 feet; Thence South 0°44'27" West a distance of 202.39 feet to a point of intersection with the Southerly line of said Parcel 1 as shown on the Record of Survey, File No. 483684; Thence along said Southerly line, South 89°34'37" West a distance of 1827.83 feet to the Southwest corner of said Parcel 1; Thence along the Westerly line of said Parcel 1, North 1°42'06" East a distance of 3941.72 feet to the Northwest corner of said Parcel 1, point also being a point of intersection with the Southerly right-of-way of Miller Lane as shown on said Record of Survey, File No. 483684;

Thence along said Southerly right-of-way, South 89°58'01" East a distance of 1311.04 feet; Thence South 89°37'19" East a distance of 650.42 feet; Thence South 89°49'36" East a distance of 1281.36 feet; Thence South 89°40'34" East a distance of 1152.27 feet; Thence South 72°10'50" East a distance of 106.17 feet; Thence leaving said Southerly right-of-way and along said Westerly right-of-way of Aiazzi Lane, South 30°26'22" East a distance of 60.17 feet; Thence South 0°57'29" West a distance of 2320.23 feet to the POINT OF BEGINNING.

#### PARCEL 2:

All that certain real property being a portion of Parcel B as shown on the Division into Large Parcels Map, File No. 208218 of Lyon County Records, lying in a portion of Sections 35 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian being described as follows:

BEGINNING at the South 1/4 corner of said Section 36, Thence from said POINT OF BEGINNING and along the South line of said Section 36, South 89°50'25" West a distance of 1318.57 feet to the Southwest 1/16th corner

of said Section 36; Thence leaving said South line, North 0°44'53" East a distance of 1313.28 feet to the Southwest 1/16th corner of said Section 36; Thence South 89°45'09" West a distance of 1318.60 feet to a point of intersection with the West line of said Section 36, point also being the South 1/16th corner of said Section 36; Thence North 89°41'55" West a distance of 1645.57 feet to a point on the West line of said Parcel B as shown on the Division into Large Parcels Map, File No. 208218; Thence along said West line, North 0°41'06" East a distance of 2631.60 feet to the Northwest corner of said Parcel B; Thence along the North line of said Parcel B, South 89°22'56" East a distance of 1648.41 feet to the North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2637.10 feet to the Center, North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2437.07 feet; Thence leaving said North line, South 0°44'27" West a distance of 2438.02 feet; Thence South 89°45'09" West a distance of 1318.55 feet; Thence South 0°44'33" West a distance of 1517.04 feet to a point of intersection with the South line of said Section 36; Thence along said South line, South 89°50'25" West a distance of 1118.54 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 492606, recorded on June 15, 2012, Official Records of Lyon County, Nevada.

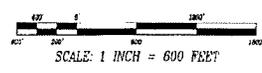
Said parcel as further delineated on Lyon County Record of Survey Map, recorded on June 15, 2012 as Document No. 492605.

EXHIBIT B  
PARCEL MAPS  
(follows)

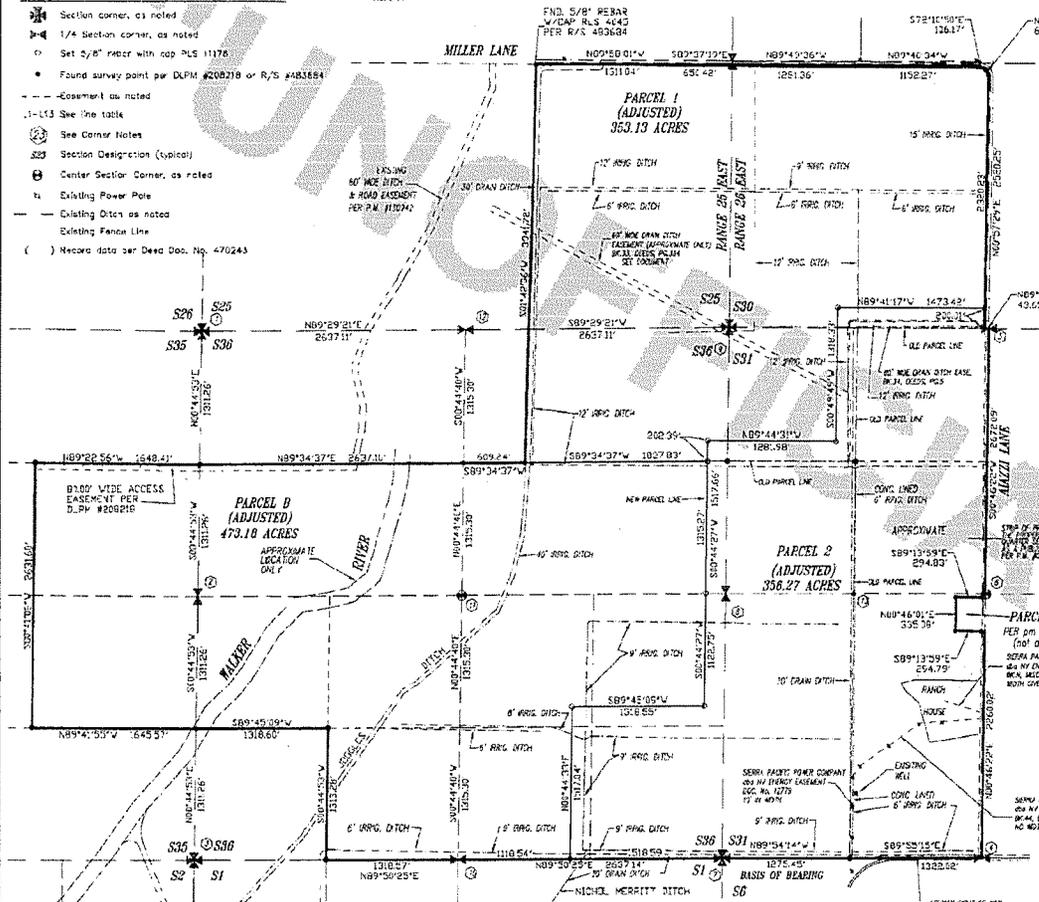
TOTAL AREA SURVEYED  
1182.58 ACRES

**PLANNING ADMINISTRATOR'S CERTIFICATE**

I, Rob Lovinsky, Lyon County Planning Administrator, do hereby approve the resurvey of this map.  
*Rob Lovinsky, Planning Director*  
14 June 2012



- LEGEND**
- Section corner, as noted
  - 1/4 Section corner, as noted
  - Set 2 1/2" marker with cap PLS 11176
  - Found survey point per DPLM #200218 or R/S #483684
  - Easement as noted
  - See line table
  - See Corner Notes
  - Section Designation (typical)
  - Center Section Corner, as noted
  - Existing Power Pole
  - Existing Ditch as noted
  - Existing Fence Line
  - Record data per Deed Doc. No. 470243



- CORNER NOTES:**
- 1 FOUND 3/4\"/>
- BASIS OF BEARING**  
The bearings of this survey are based on the South line of Section 31 or a portion of S1/4 Sec. #202819 Lyon County Records as Bearing S89°54'14\"/>

**W.R.I.D. CERTIFICATE**

The Irrigation and Drainage Easements shown on this map have been checked and approved together with a review and confirmation of the appropriate water right, within the boundaries of the Walker River Irrigation District.

By: *[Signature]* Date: *14 June 2012*  
Walker River Irrigation District, Joseph Spencer

**G.I.S. CERTIFICATE**

A digital copy of this map has been delivered to the Lyon County G.I.S. Department.

Lyon County  
*[Signature]* Title: *GIS Technician* Date: *5/14/12*

**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 lands surveyed under my supervision at the instance of JOY G. FISH and was completed on 06/15/12. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for retracement. This plot is not in conflict with the provisions of NRS 278.010 & 278.030 inclusive.



RICK P. CHRISTIAN PLS 11176

- REFERENCE MAPS**
1. L.S. #308918
  2. R/S #483684
  3. R/S #29369
  4. P.M. #175770
  5. P.M. #408183
  6. D.P.M. #139564
  7. D.P.M. #130542
  8. P.M. #18456
  9. P.M. #193266
  10. R/S #125594
  11. R/S #182748

**OWNER'S CERTIFICATE**

We, the undersigned owners hereby state that we have examined this plot and approve and authorize the resurvey thereof and hereby endorse and set aside all new easements shown and agree to execute any required documents for abandonment of any existing easements as shown. All taxes for the fiscal year completed and all lenders of encumbrance have been notified.

NATIONAL FISH AND WILDLIFE FOUNDATION

*[Signature]*  
JEFF TRANDAKL, CEO

STATE OF NEVADA  
COUNTY OF CLATSOP

On this 11th day of April, 2012,  
I do personally appear before me, a notary public,  
*[Signature]*  
JEFF TRANDAKL, CEO

who acknowledged said executed the above instrument.

In witness whereof I have set my hand and seal the day and year in the certificate first written above.

*[Signature]*  
NOTARY PUBLIC

ANDY E. GERING  
Director of Elections, Henry Public  
Notary Commission Expires  
December 14, 2016

**COUNTY CLERK'S CERTIFICATE**

I, Nikki Bryan, Lyon County Clerk/Treasurer hereby certify that there are no liens for unpaid State, county, city or local taxes or special assessments and that all taxes for the fiscal year have been paid on property the subject of this map. APP#1: 14-241-35 + 14-241-17

*[Signature]*  
DALE NIKKI BRYAN Lyon County Clerk/Treasurer

**RECORDER'S CERTIFICATE**

Filed for record at the request of National Fish & Wildlife Foundation on this 11th day of June, 2012, at 5:10 minutes past the clock of P.M. in the official records of Lyon County, Nevada.  
Fee: \$21.00

*[Signature]*  
COUNTY RECORDER  
DEPUTY

FILE NO. 492605

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT  
**NATIONAL FISH and WILDLIFE FOUNDATION**  
OF PARCEL 1 & 2 AS SHOWN ON R/S #483684 AND PARCEL 3 AS SHOWN ON NEW PARCEL OF LYON COUNTY RECORDS LING IN A PORTION OF SECTIONS 25, 26 & 28, TOWNSHIP 14 NORTH, RANGE 25 EAST AND A PORTION OF SECTIONS 30 & 31, TOWNSHIP 14 NORTH, RANGE 28 EAST, MOUNT Diablo NEQUADAN LYON COUNTY, NEVADA.

Surveying & Professional Corporation Clatsop, Nevada (770) 443-9511	CHARGE # 110028LA	DATE 8/27/11	REVIEW BY RICK CHRISTIAN
	CHARGE # 110028LA	DATE 8/27/11	REVIEW BY RICK CHRISTIAN

# 492605 6/15/12

EXHIBIT C  
GRANT, BARGAIN, AND SALE DEED  
(follows)

This document prepared by (and after recording return to): )  
Name: )  
Firm/Company: Department of )  
Conservation and Natural )  
Resources, Division of )  
State Lands )  
Address: 901 South Stewart St )  
Address 2: Ste 5003 )  
City, State, Zip: Carson City, NV 89701 )  
Phone: )

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**Assessor's Parcel No. 014-321-32 and 12-241-45**

**GRANT, BARGAIN, SALE DEED FOR LAND**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **National Fish and Wildlife Foundation, a Congressionally-chartered non-profit organization**, hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and convey unto the **State of Nevada, acting through the Division of State Lands, for and on behalf of the Nevada Department of Wildlife**, hereinafter "Grantee", all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

**PARCEL 1:**

All that certain real property being a portion of Parcel 1 as shown on the Record of Survey for National Fish and Wildlife Foundation, File No. 483684 of Lyon County records lying in a portion of Sections 25 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian and a portion of Sections 30 & 31, Township 14 North, Range 26 East, Mount Diablo Meridian, being described as follows:

Commencing at the South 1/4 Corner of said Section 30, Township 14 North, Range 26 East, Thence along the South line of said Section 30, North 89°41'17" West a distance of 43.65 feet to a point of intersection with the Westerly right-of-way of Aiazzi

Lane as shown on said Record of Survey, File No. 483684; Thence along said Westerly right-of-way, North 0°57'29" East a distance of 200.01 feet to the TRUE POINT OF BEGINNING; Thence from said POINT OF BEGINNING and leaving said Westerly right-of-way, North 89°41'17" West a distance of 1473.42 feet; Thence South 0°49'49" West a distance of 1318.33 feet; Thence North 89°44'31" West a distance of 1281.98 feet; Thence South 0°44'27" West a distance of 202.39 feet to a point of intersection with the Southerly line of said Parcel 1 as shown on the Record of Survey, File No. 483684; Thence along said Southerly line, South 89°34'37" West a distance of 1827.83 feet to the Southwest corner of said Parcel 1; Thence along the Westerly line of said Parcel 1, North 1°42'06" East a distance of 3941.72 feet to the Northwest corner of said Parcel 1, point also being a point of intersection with the Southerly right-of-way of Miller Lane as shown on said Record of Survey, File No. 483684;

Thence along said Southerly right-of-way, South 89°58'01" East a distance of 1311.04 feet; Thence South 89°37'19" East a distance of 650.42 feet; Thence South 89°49'36" East a distance of 1281.36 feet; Thence South 89°40'34" East a distance of 1152.27 feet; Thence South 72°10'50" East a distance of 106.17 feet; Thence leaving said Southerly right-of-way and along said Westerly right-of-way of Aiazzi Lane, South 30°26'22" East a distance of 60.17 feet; Thence South 0°57'29" West a distance of 2320.23 feet to the POINT OF BEGINNING.

**PARCEL 2:**

All that certain real property being a portion of Parcel B as shown on the Division into Large Parcels Map, File No. 208218 of Lyon County Records, lying in a portion of Sections 35 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian being described as follows:

BEGINNING at the South 1/4 corner of said Section 36, Thence from said POINT OF BEGINNING and along the South line of said Section 36, South 89°50'25" West a distance of 1318.57 feet to the Southwest 1/16th corner of said Section 36; Thence leaving said South line, North 0°44'53" East a distance of 1313.28 feet to the Southwest 1/16th corner of said Section 36; Thence South 89°45'09" West a distance of 1318.60 feet to a point of intersection with the West line of said Section 36, point also being the South 1/16th corner of said Section 36; Thence North 89°41'55" West a distance of 1645.57 feet to a point on the West line of said Parcel B as shown on the Division into Large Parcels Map, File No. 208218; Thence along said West line, North 0°41'06" East a distance of 2631.60 feet to the Northwest corner

of said Parcel B; Thence along the North line of said Parcel B, South 89°22'56" East a distance of 1648.41 feet to the North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2637.10 feet to the Center, North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2437.07 feet; Thence leaving said North line, South 0°44'27" West a distance of 2438.02 feet; Thence South 89°45'09" West a distance of 1318.55 feet; Thence South 0°44'33" West a distance of 1517.04 feet to a point of intersection with the South line of said Section 36; Thence along said South line, South 89°50'25" West a distance of 1118.54 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 492606, recorded on June 15, 2012, Official Records of Lyon County, Nevada.

Said parcel as further delineated on Lyon County Record of Survey Map, recorded on June 15, 2012 as Document No. 492605.

**GRANTEE by accepting this grant agrees to hold and manage the PROPERTY for public benefit as upland wildlife habitat in perpetuity.**

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD TOGETHER with all tenements, hereditaments, and appurtenances, including easements, rights-of-way, and any reversions, remainders, rents, issues or profits thereof but **RESERVING unto Grantor any and all water rights.**

GRANTOR does for Grantor and Grantor's personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

IN WITNESS WHEREOF, this deed was executed by the undersigned on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:  
NATIONAL FISH AND WILDLIFE  
FOUNDATION**

\_\_\_\_\_  
**By:**  
**Its:**

This deed was executed by the GRANTEE on this the \_\_\_\_ day of \_\_\_\_\_, 2012, to acknowledge their **Acceptance of the Reservations and Limitations** contained herein.

**GRANTEE:  
STATE OF NEVADA, acting through the  
DIVISION OF STATE LANDS, for and on  
behalf of the NEVADA DEPARTMENT OF  
WILDLIFE**

\_\_\_\_\_  
**By: James R. Lawrence**  
**Its: Administrator and Ex-Officio State Lands  
Registrar**

**APPROVED AS TO FORM:  
CATHERINE CORTEZ MASTO,  
ATTORNEY GENERAL**

\_\_\_\_\_  
**By: Kevin Benson**  
**Its: Deputy Attorney General**

**Dated:** \_\_\_\_\_

DISTRICT OF COLUMBIA

This instrument was acknowledged before me on \_\_\_\_\_  
(date) by \_\_\_\_\_ as \_\_\_\_\_ of the  
National Fish and Wildlife Foundation.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

(Seal)

My Commission Expires:

\_\_\_\_\_

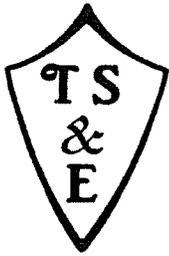
\_\_\_\_\_

**Grantor(s) Name, Address, phone:**  
Mr. Jeff Trandahl  
Executive Director  
National Fish and Wildlife Foundation  
1133 15<sup>th</sup> Street NW, Ste 1100  
Washington DC 20005

**Grantee(s) Name, Address, phone:**  
State of Nevada, Department of  
Conservation and Natural Resources,  
Division of State Lands  
901 S Stewart Street, Ste 5003  
Carson City, NV 89701

**SEND TAX STATEMENTS TO  
GRANTEE**

EXHIBIT D  
PRELIMINARY TITLE REPORT  
(follows)



# TITLE SERVICE and ESCROW COMPANY

215 W. Bridge Street Ste. 1  
P.O. Box 833  
Yerington, NV 89447  
Phone (775) 463-3518  
FAX# (775) 463-5144

25 West Street  
P.O. Box 855  
Fernley, NV 89408  
Phone (775) 575-2286  
FAX# (775) 575-5544



## PRELIMINARY TITLE REPORT

August 9, 2012

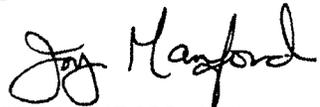
Your No.:  
Our Order No.: TSL-36429  
Property Type: Non-Residential  
APN: 14-241-45, 14-321-32  
Physical Address: None Available (45)  
131 Aiazzi Lane, Yerington, Nevada 89447 (32)

The form of policy of title insurance contemplated by this report is: STANDARD Owner

In response to the above referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

  
JOY MANFORD, Title Agent

Dated as of August 6, 2012 at 7:30 a.m.

Title to said estate or interest at the date hereof is vested in:

NATIONAL FISH AND WILDLIFE FOUNDATION, A CONGRESSIONALLY-CHARTERED NON-PROFIT ORGANIZATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions said policy form would be as follows:

1. Water rights, claims or title to water, whether shown by the public record or not.
2. Any taxes which may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls in the office of the County Assessor, per Nevada Revised Statute 361.260.
3. Any lien, claim or charge which may be levied or imposed by any utility company, public or county or city or general improvement, by reason of said land lying within its boundaries.
4. Any taxes that may be due, but not assessed as provided in NRS Chapter 361.471 through 361.4735 both inclusive.
5. Possible Rights of Ways granted by Congress over Public Lands of the United States for "Open Range" purposes and any damage to private property which may occur by the use thereof.
6. Taxes for the fiscal year July 1, 2012 to June 30, 2013, including any district assessments collected therewith.

Roll #20987

APN #14-241-45

1st Installment:	\$2,118.89	-	Due August 20, 2012	-	Open
2nd Installment:	\$2,098.00	-	Due October 1, 2012	-	Open
3rd Installment:	\$2,098.00	-	Due January 7, 2013	-	Open
4th Installment:	\$2,098.00	-	Due March 4, 2013	-	Open
Total:	\$8,412.89				

Roll #20990

APN #14-321-32

1st Installment:	\$1,557.22	-	Due August 20, 2012	-	Open
2nd Installment:	\$1,541.00	-	Due October 1, 2012	-	Open
3rd Installment:	\$1,541.00	-	Due January 7, 2013	-	Open
4th Installment:	\$1,541.00	-	Due March 4, 2013	-	Open
Total:	\$6,180.22				

7. Liens for deferred taxes and/or penalties which may become due by an Application of Agricultural Use Assessment:

Recorded: May 31, 2012

Document No.: 491932, Official Records of Lyon County, Nevada

**\*\*\* Exceptions 8 - 16 Affect Parcel 1: \*\*\***

8. Any and all reservations as may be contained in the following Patents:

Bk A of Es. Records Page 31  
Bk A of Es. Transcripts Page 85  
Bk A of Es. Transcripts Page 274  
Bk K of Dd records LC Page 497  
Bk A of Es. Transcripts Page 88  
Bk K of Dd records LC Page 501

9. A Public Easement for navigation and the incidents of navigation such as boating, fishing, swimming and other recreational uses in and under the water of the Walker River and including a public right of access to water of said Walker River.

Subject to any defects in title occurring as a result of accretion, reliction or avulsion as a result of the change in location of the Walker River at anytime, and any easements for operation and maintenance of said Walker River.

10. Rights of way for any existing roads, trails, canals, ditches, flumes, conduits, pipe, pole or transmission lines on, under, over, through or across said premises.
11. Easements for Public Roads as now established.
12. A right of way for ditch as contained in that certain document recorded in Lyon County, Nevada on September 23, 1911 in Book R of Deeds, Page 200.
13. A right of way for construction and maintenance of a drain ditch as described in Ditch Operating Agreement recorded in Lyon County, Nevada on December 13, 1945 in Book Q of Miscellaneous, Page 515.
14. The right of any successor or successors of the Ridgeway Investment Company (a successor being defined as any individual or company owning any part or portion of the property included under the conveyance from Antelope Valley Land and Cattle Company to said Ridgeway Investment Company) to ingress and egress to said weir and any ditches or canals used by such successor to clean and/or repair the same and also to deposit dirt and/or debris along the banks when cleaning any ditch or canal as reserved in the deed recorded in Lyon County, Nevada on May 7, 1946 in Book 34 of Deeds, Page 187.
15. Terms, covenants, conditions and easements as contained in the Agreement for the Joggle Ditch recorded in Lyon County, Nevada on April 16, 1964 in Book W of Miscellaneous, Page 515.

16. Easements and Notes as shown on the Map:

A Map of Division into  
Large Parcels for: Eugo Sciarani et al Trustees  
Recorded: July 29, 1997  
Document No.: 208218, Official Records of Lyon County,  
Nevada  
Easements: As shown  
Notes: As shown

**\*\*\* Exceptions 17 - 22 affect Parcel 2 \*\*\***

17. Rights of way for any existing roads, trails, canals, ditches, flumes, conduits, pipe, pole or transmission lines on, under, over, through or across said premises.

18. Right of Way as contained therein:

Purposes: Construction and maintenance of a drain ditch.  
Affects: A portion of NW 1/4 of NW 1/4 of Section 31 and S  
1/2 of SE 1/4 of Section 25.  
To: Walker River Irrigation District  
Recorded: May 10, 1945, in Book 33 of Deeds, Page 394, Lyon  
County, Nevada

19. Rights of way for operation and maintenance of the Hinkson Ditch and all rights incidental and appurtenant thereto.

20. Right of Way as contained therein:

Purposes: Construction and maintenance of a drain ditch.  
Affects: A portion of NW 1/4 of NW 1/4 of Section 31 and SW  
1/4 of SW 1/4 of Section 30.  
To: Walker River Irrigation District  
Recorded: December 8, 1945, in Book 34 of Deeds, Page 5, Lyon  
County, Nevada records.

21. Terms, conveyances, easements and agreements as contained in Ditch Operating Agreement:

Ditch: Nichol-Merritt  
Recorded: December 13, 1945, in Book Q of Miscellaneous, Page 515,  
Lyon County, Nevada records

22. Easements and Notes as shown on the Map:

Parcel Map For: Angel and Reno Aiazzi  
Recorded: September 17, 1976  
Document No.: 29369, Official Records of Lyon County, Nevada  
Affects: Miller Lane as shown thereon.

23. Easements and Notes as shown on the map:

Record of Survey: For Boundary Line Adjustment, NATIONAL FISH  
and WILDLIFE FOUNDATION  
Recorded: June 15, 2012  
Document No.: 492605, Official Records of Lyon County,  
Nevada  
Easements: As shown

**NOTE:**

**THIS REPORT MAKES NO REPRESENTATION AS TO WATER, WATER RIGHTS, MINERALS  
OR MINERAL RIGHTS AND NO RELIANCE CAN BE MADE UPON THIS REPORT, OR OF A  
RESULTING POLICY OF TITLE INSURANCE, FOR SUCH MATTERS.**

---

**LEGAL DESCRIPTION**

All that certain real property situate in the County of Lyon, State  
of Nevada, described as follows:

**PARCEL 1:**

All that certain real property being a portion of Parcel 1 as shown  
on the Record of Survey for National Fish and Wildlife Foundation,  
File No. 483684 of Lyon County records lying in a portion of  
Sections 25 & 36, Township 14 North, Range 25 East, Mount Diablo  
Meridian and a portion of Sections 30 & 31, Township 14 North,  
Range 26 East, Mount Diablo Meridian, being described as follows:

Commencing at the South 1/4 Corner of said Section 30, Township 14  
North, Range 26 East, Thence along the South line of said Section  
30, North 89°41'17" West a distance of 43.65 feet to a point of  
intersection with the Westerly right-of-way of Aiazzi Lane as shown  
on said Record of Survey, File No. 483684; Thence along said  
Westerly right-of-way, North 0°57'29" East a distance of 200.01  
feet to the TRUE POINT OF BEGINNING; Thence from said POINT OF  
BEGINNING and leaving said Westerly right-of-way, North 89°41'17"  
West a distance of 1473.42 feet; Thence South 0°49'49" West a  
distance of 1318.33 feet; Thence North 89°44'31" West a distance of  
1281.98 feet; Thence South 0°44'27" West a distance of 202.39 feet  
to a point of intersection with the Southerly line of said Parcel  
1 as shown on the Record of Survey, File No. 483684; Thence along  
said Southerly line, South 89°34'37" West a distance of 1827.83  
feet to the Southwest corner of said Parcel 1; Thence along the  
Westerly line of said Parcel 1, North 1°42'06" East a distance of  
3941.72 feet to the Northwest corner of said Parcel 1, point also  
being a point of intersection with the Southerly right-of-way of  
Miller Lane as shown on said Record of Survey, File No. 483684;

continued...

continued...

Thence along said Southerly right-of-way, South 89°58'01" East a distance of 1311.04 feet; Thence South 89°37'19" East a distance of 650.42 feet; Thence South 89°49'36" East a distance of 1281.36 feet; Thence South 89°40'34" East a distance of 1152.27 feet; Thence South 72°10'50" East a distance of 106.17 feet; Thence leaving said Southerly right-of-way and along said Westerly right-of-way of Aiazzi Lane, South 30°26'22" East a distance of 60.17 feet; Thence South 0°57'29" West a distance of 2320.23 feet to the POINT OF BEGINNING.

**PARCEL 2:**

All that certain real property being a portion of Parcel B as shown on the Division into Large Parcels Map, File No. 208218 of Lyon County Records, lying in a portion of Sections 35 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian being described as follows:

BEGINNING at the South 1/4 corner of said Section 36, Thence from said POINT OF BEGINNING and along the South line of said Section 36, South 89°50'25" West a distance of 1318.57 feet to the Southwest 1/16th corner of said Section 36; Thence leaving said South line, North 0°44'53" East a distance of 1313.28 feet to the Southwest 1/16th corner of said Section 36; Thence South 89°45'09" West a distance of 1318.60 feet to a point of intersection with the West line of said Section 36, point also being the South 1/16th corner of said Section 36; Thence North 89°41'55" West a distance of 1645.57 feet to a point on the West line of said Parcel B as shown on the Division into Large Parcels Map, File No. 208218; Thence along said West line, North 0°41'06" East a distance of 2631.60 feet to the Northwest corner of said Parcel B; Thence along the North line of said Parcel B, South 89°22'56" East a distance of 1648.41 feet to the North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2637.10 feet to the Center, North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2437.07 feet; Thence leaving said North line, South 0°44'27" West a distance of 2438.02 feet; Thence South 89°45'09" West a distance of 1318.55 feet; Thence South 0°44'33" West a distance of 1517.04 feet to a point of intersection with the South line of said Section 36; Thence along said South line, South 89°50'25" West a distance of 1118.54 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 492606, recorded on June 15, 2012, Official Records of Lyon County, Nevada.

Said parcel as further delineated on Lyon County Record of Survey Map, recorded on June 15, 2012 as Document No. 492605.

Note: This order for Title Insurance (X) does ( ) does not qualify for a short term rate on the premium to be charged. If it does then said rate shall remain in effect until December 27, 2013.

---

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

---

NOTE: IF THIS TRANSACTION QUALIFIES FOR AN ALTA HOMEOWNER (EAGLE) POLICY, THE BUYER SHOULD REVIEW ADDITIONAL COVERAGE AND PREMIUM.

Note: If funds are to be transferred to issuing Company by wire, please use the following information:

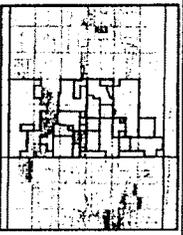
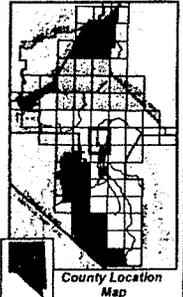
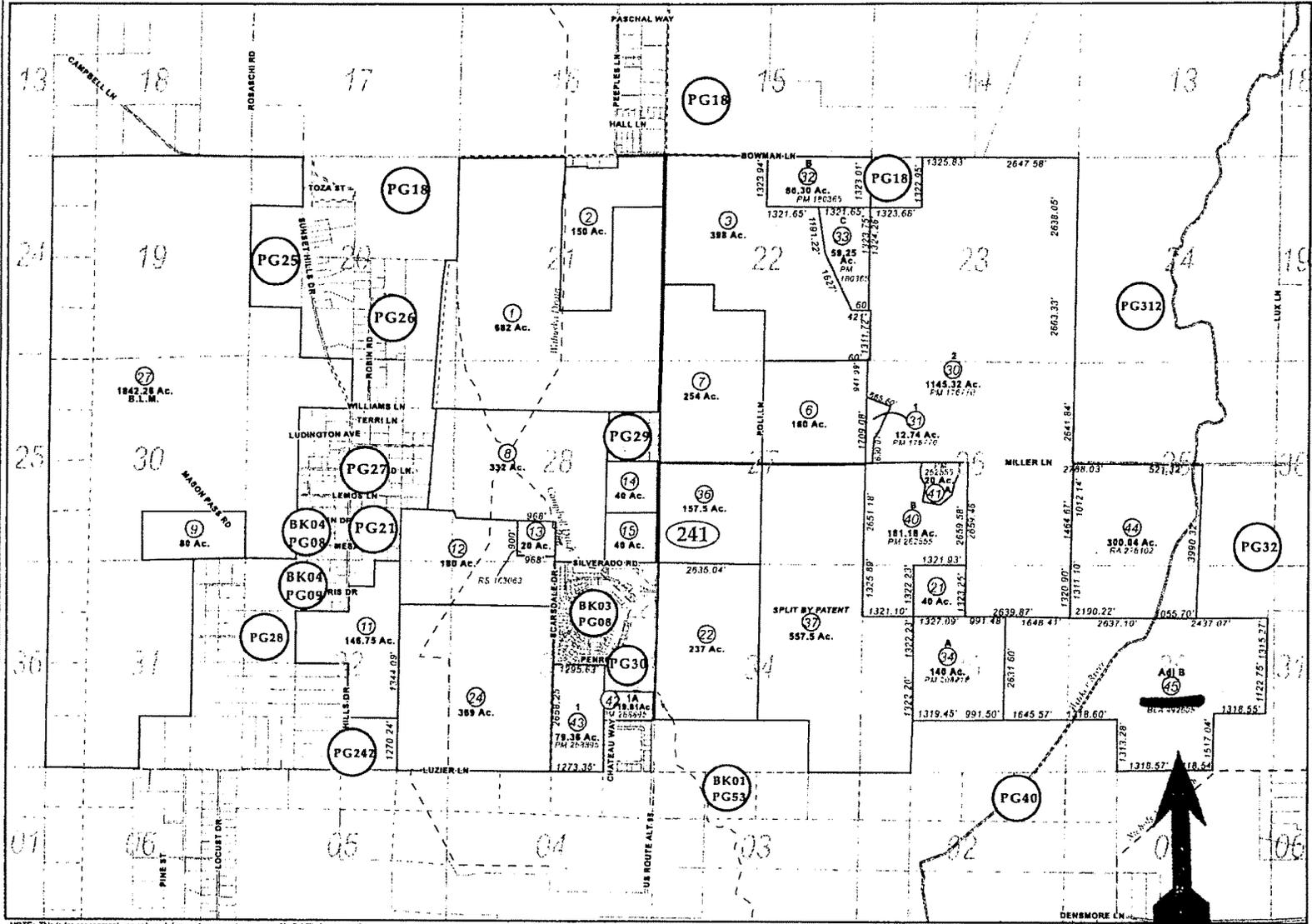
Receiving Bank            Wells Fargo Bank, NA  
                              420 Montgomery St.  
                              San Francisco, CA 94104  
                              (ABA No.) Routing No. 121000248

Beneficiary Info        Account No. 8250780641  
                              TITLE SERVICE AND ESCROW CO. TRUST  
                              ACCOUNT

Please include File No. and Reference Name

S1/2 T14N-R25E, MD&M

14-24



- Map Elements**
- 1/4 Corner Section
  - Section Line
  - 300' Dimensions
  - Parcel Lot
  - Parcel Number
  - 8.13 Ac. Acreage of Parcel
  - PM 136149 Recorded Map Image
  - Parcel Boundaries
  - 311 Block Number
  - 311 Parcel Book & Page Number
  - PG24 Page Number
- Cities & Townships**
- Dayton
  - Dayton Valley
  - Farmey
  - Mark Twain
  - Mason Valley
  - Meadow House
  - Silver City
  - Silver Springs
  - South Valley
  - Springbrook
  - Yulee

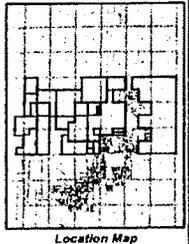
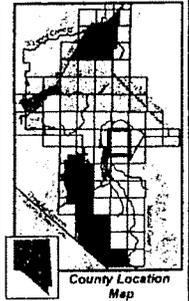
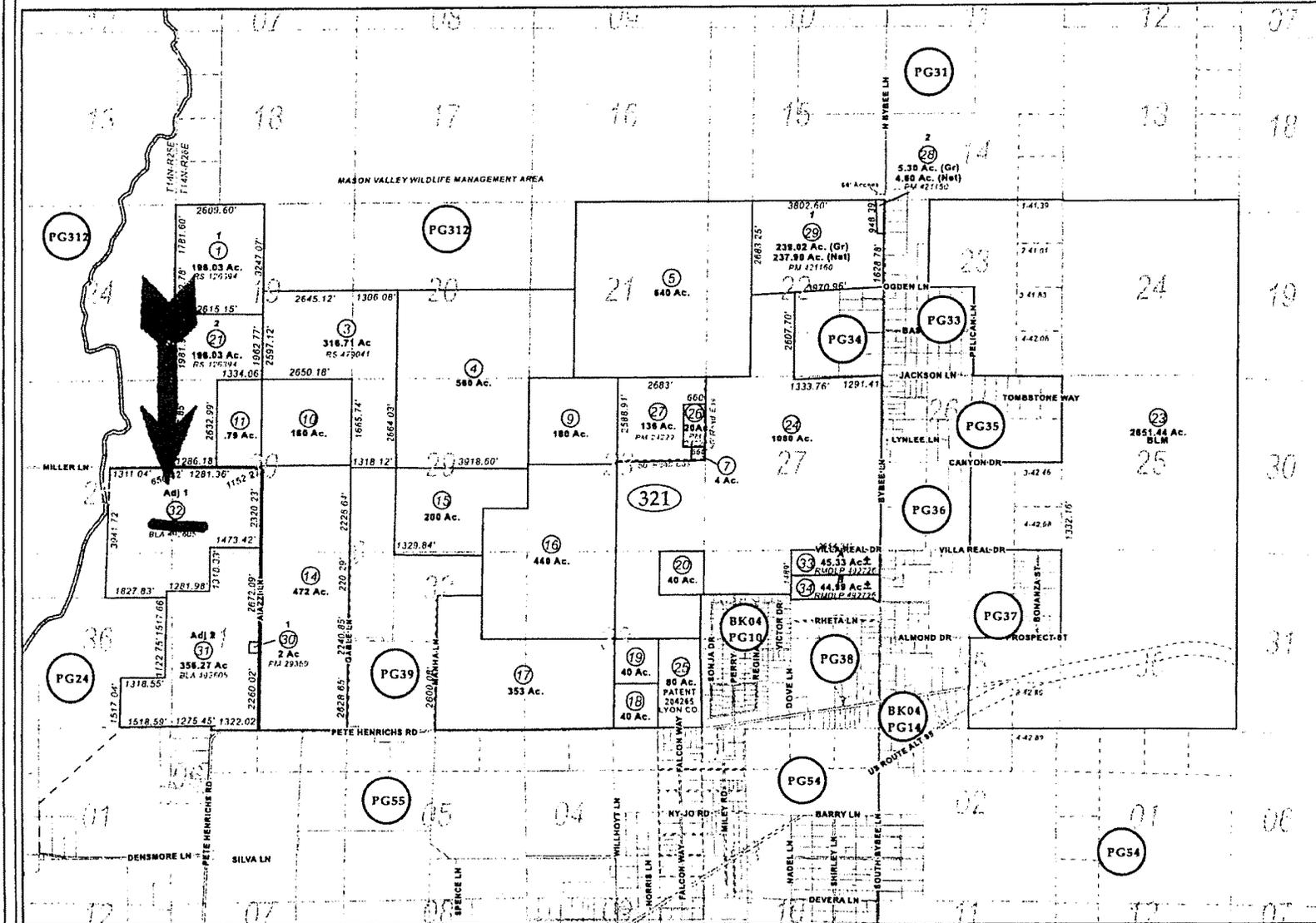
Scale: 2" = 1 Mile  
 Revised: June 15, 2012

NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon. Use of this plat for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

NOTE: This plat is inserted for reference purposes only and is not made a part of the title evidence.  
 TITLE SERVICE AND ESCROW CO.

S1/2 T14N - R26E, MD&M

14-32



- Map Elements**
- H 1/4 Corner Section
  - Section The
  - ▭ Dimensions
  - f Parcel Lot
  - ① Parcel Number
  - ② 0.13 Ac. Acreage of Parcel
  - FM 116146 Recorded Map Image
  - ▭ Parcel Boundaries
  - ③11 Block Number
  - ③12 Parcel Book & Page Number
  - ③14 Page Number
- Cities & Townships**
- Dayton
  - Dayton Valley
  - Farmley
  - Mark Twain
  - Mason Valley
  - Mound House
  - Silver City
  - Silver Springs
  - Smith Valley
  - Steppesburg
  - Weldon

Scale: 1 3/4" = 1 Mile  
 Revisd: June 19, 2012

NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon. Use of this plat for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

NOTE: This plat is inserted for reference purposes only and is not made a part of the title evidence.  
 TITLE SERVICE AND ESCROW CO.

EXHIBIT E  
PHASE I ENVIRONMENTAL SITE ASSESSMENT  
EXECUTIVE SUMMARY  
(follows)



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.**

A handwritten signature in cursive script that reads "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**

**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**

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. 1-431-01.001

**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



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### APPENDIX

1. EDR Report
2. EDR Sanborn Map Report



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## 1.0 EXECUTIVE SUMMARY

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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.

