



# RENEWABLE ENERGY DEVELOPERS INFORMATION PACKET



Nye County, Nevada

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July 2, 2012

Welcome to Nye County, Nevada, where America's great entrepreneurial spirit drives a positive attitude toward new endeavors and opportunities. Our diverse economy includes mining, agriculture, recreation, and an influential public sector. Now, Nye moves forward to establish a robust renewable power production cluster.

The National Renewable Energy Lab recognizes Nye County for its superb solar resource; with abundant wind, geothermal, and biomass resources which complete the County's renewable resource portfolio.

Founded by hardy, independent-minded individuals, Nye County remains light on regulations and taxes and rich in development opportunity. Here, you will find freedom from corporate tax, personal income tax, franchise tax, and inventory tax. In addition, our property and sales taxes remain low.

We offer a voluntary development agreement designed to reduce development uncertainties. Establishing a relationship with the County government will help to facilitate stakeholder interactions and the identification and possible implementation of mitigation opportunities early in the project.

The attached information packet has been prepared to assist you in your development of your renewable resource project. Experienced professionals, familiar with the industry and the County, are prepared to answer your questions and you will find copies of their contact information (business cards) included in the Appendix.

Whatever the size of your project, you will find Nye County to be a reasonable, friendly place to do business.

Regards,

A handwritten signature in blue ink, appearing to read "Pam Webster".

Pam Webster  
Nye County Manager, Nevada

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## RENEWABLE ENERGY RESOURCES

### Nye County - Ideally Suited For Renewable Energy Projects

With the increasing focus on renewable resources, clean energy is the fastest growing industry in the State of Nevada (Nevada Commission on Economic Development<sup>1</sup>). Nevada is rich in renewable energy resources and leads the nation in geothermal and solar power potential, with suitable areas for wind power development in many portions of the state (Source: U.S. Energy Information Administration - Nevada State Energy Profile<sup>2</sup>).

The state of Nevada has an aggressive renewable portfolio standard (RPS) that requires all public utilities to generate 25% of their electricity from renewable energy resources by 2025, with at least 6% from solar energy through 2016 - 2025 (Source: Database of State Incentives for Renewables & Efficiency - DSIRE<sup>3</sup>).

Nevada's utilities have already begun to use a diverse mix of energy sources, including geothermal generation, and electricity generated by solar, wind, biomass, and hydro. Nevada is ranked first in the Nation in both installed geothermal energy and installed solar energy capacity on a per-person basis (NV Energy<sup>4</sup>).

A recent study by the Nevada Renewable Energy Transmission Access Advisory Committee (RETAAC) reported that Nevada has some of the richest renewable resources in the world, and is fortunate to have a full spectrum of renewable resources that include geothermal, solar, wind, and biomass. There are enough megawatts of renewable resources in Nevada to easily fulfill our renewable electricity needs and the needs of our surrounding states. Developing these resources can bring billions of dollars in investment capital to the state. They can diversify our economy, create thousands of high-paying jobs, and help protect our pristine high desert environment, while conserving water resources (RETAAC, 2009<sup>5</sup>). Nye County has several renewable energy zones, believed to be the state's most economically viable areas.

With its abundant renewable energy resources and ample open land, Nye County is well-suited for renewable energy projects, including solar, geothermal, wind, and biomass.

For more information about some of the renewable energy-related projects in Nye County, we invite you to visit our Renewable Energy Resource Development website at URL: [www.nye-renewables.com](http://www.nye-renewables.com).

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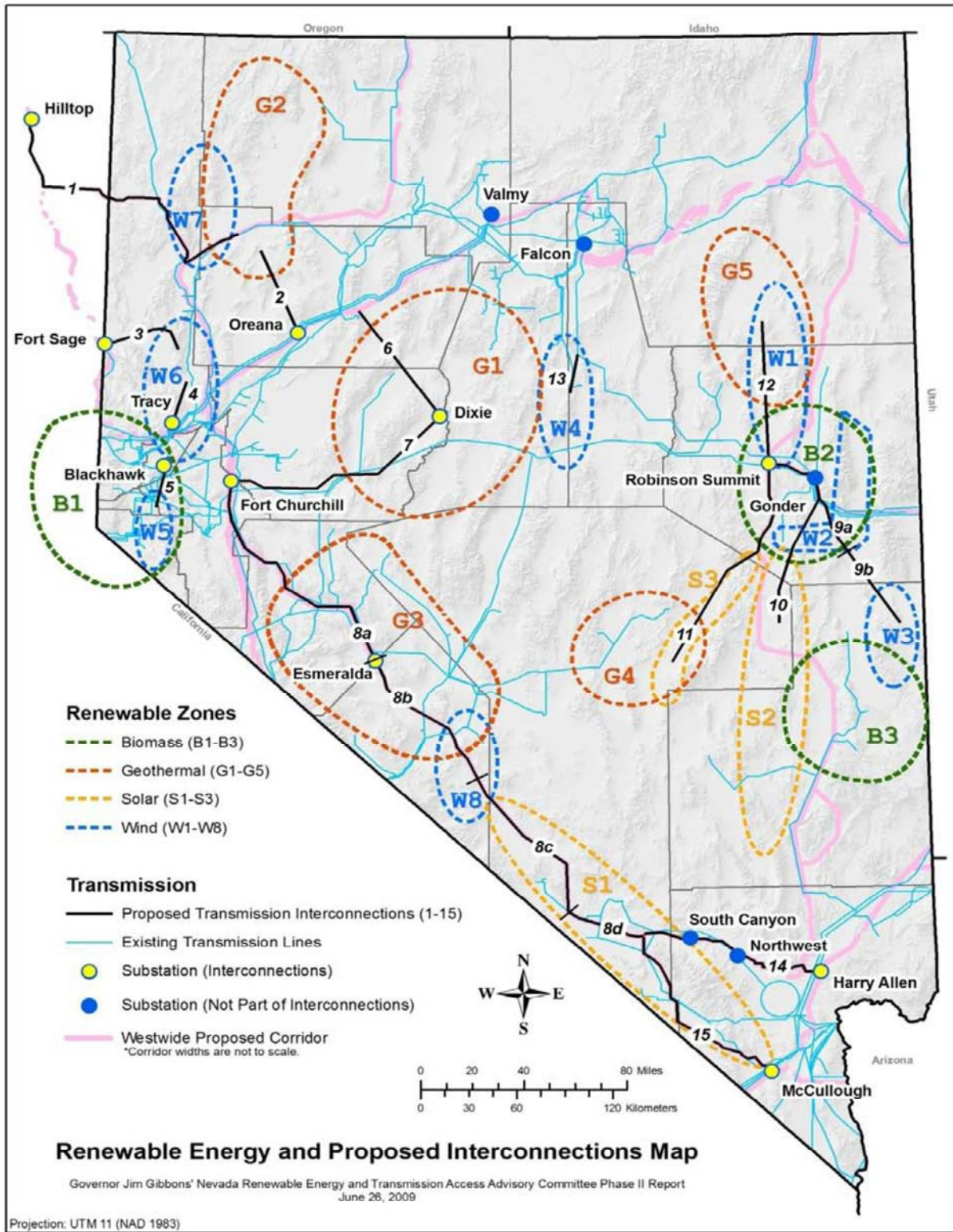
<sup>1</sup> From URL: [http://www.diversifynevada.com/industry/renewable\\_energy](http://www.diversifynevada.com/industry/renewable_energy)

<sup>2</sup> From URL: <http://www.eia.gov>

<sup>3</sup> From URL: <http://www.dsireusa.org>

<sup>4</sup> From URL: <http://www.nvenergy.com/renewablesenvironment>

<sup>5</sup> REETAC, 2009. "Governor Jim Gibbons' Nevada Renewable Energy Transmission Access Advisory Committee Phase II, Volume 1 Executive Summary and Report, July 1, 2009.



RETAAC Renewable Energy Zones Map.

## DOING BUSINESS

Nevada is consistently ranked as one of the most business-friendly states in the US. Nevada enjoys more than 300 sunny days each year, is a geographic hub to the 11 Western states, and offers an outstanding tax climate that few states can match (Nevada Commission of Economic Development).

### Business-Friendly Tax Structure:

- No Corporate Income Tax
- No Personal Income Tax
- No Franchise Tax on Income
- No Inventory Tax
- No Inheritance or Gift Tax
- Minimal Employer Payroll Tax
- Average Nye County-wide 2010-2011 Tax Rate per \$100 Assessed Value is 3.0557
- Nye County Sales Tax Rate is 7.10

### 2010-11 TAX RATES PER \$100 ASSESSED VALUE

DISTRICT	DISTRICT NAME	TAX RATE
1	BEATTY	3.3364
2	GABBS	3.3364
3	MANHATTAN	3.4368
4	ROUND MOUNTAIN	3.4368
5	OUTSIDE NORTH	2.8518
6	PAHRUMP	3.1465
7	TONOPAH	3.6399
8	AMARGOSA	3.6567
9	OUTSIDE SOUTH	2.8518
10	SMOKY VALLEY LIBRARY	3.1204
11	SMOKY VALLEY TV	3.1204
12	TONOPAH LIBRARY	3.0518
13	AMARGOSA LIBRARY	3.1618
15	BEATTY LIBRARY	3.1259
16	BEATTY GID	3.3364
17	BEATTY WATER & SANIT.	3.3364
<b>AVERAGE</b>		<b>3.0557</b>

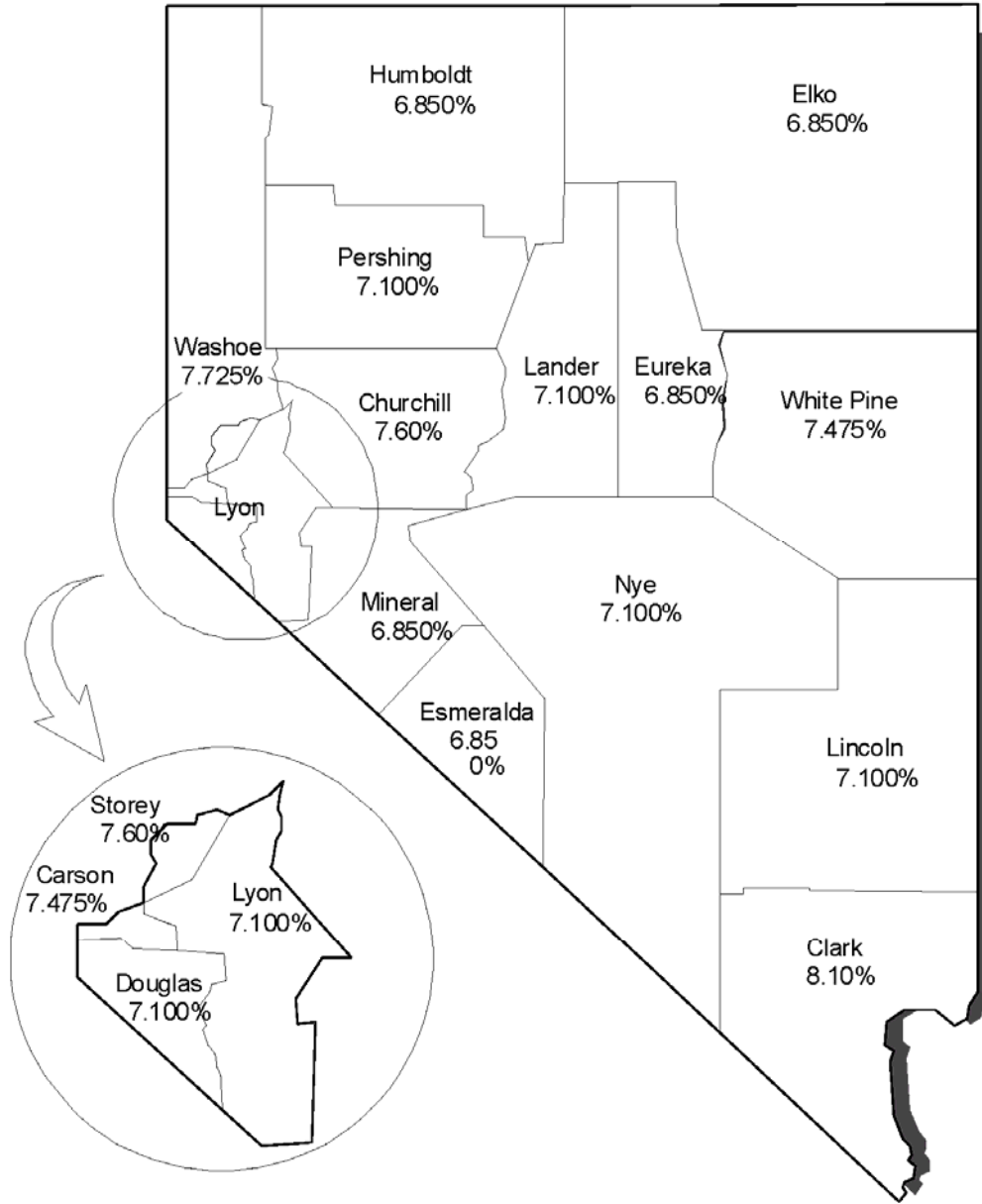
from [www.nyecounty.net](http://www.nyecounty.net) (accessed 9/22/2010)

*Nye County 2010-11 Tax Rates.*

# Nevada State Tax Map

NEVADA DEPARTMENT OF TAXATION

## COUNTY MAP OF NEVADA



SALES TAX MAP  
TPI-01.07  
Revised 09/21/09

All rates effective 07/01/09

*Nevada State Tax Map.*

## Nevada Incentives/Policies for Renewables & Efficiency

Nevada has several tax reduction programs and offers renewable energy property and sales tax abatements to qualifying companies. The Database of State Incentives for Renewables & Efficiency (DSIRE) website maintains a comprehensive list and summary of Financial Incentives and Policies for renewables, by state. The following financial incentives are available in Nevada (see DSIRE website<sup>6</sup>):

### PACE Financing

- Local Option - Special Improvement Districts

### Performance-Based Incentive

- Portfolio Energy Credits

### Property Tax Incentive

- Property Tax Abatement for Green Buildings
- Renewable Energy Producers Property Tax Abatement
- Renewable Energy Systems Property Tax Exemption

### Sales Tax Incentive

- Renewable Energy Sales and Use Tax Abatement

### State Rebate Program

- Nevada - Residential Energy Efficient Appliance Rebate Program
- NV Energy - RenewableGenerations Rebate Program<sup>7</sup>

### Utility Loan Program

- Valley Electric Association - Solar Water Heating Program

### Utility Rebate Program

- NV Energy (Northern Nevada) - Residential Energy Efficiency Rebate Program
- NV Energy (Northern Nevada) - Solar Hot Water Incentive Program
- NV Energy (Northern Nevada) - SureBet Business Energy Efficiency Rebate
- NV Energy (Southern Nevada) - Residential Energy Efficiency Rebate
- NV Energy (Southern Nevada) - Solar Hot Water Incentive Program
- NV Energy (Southern Nevada) - SureBet Business Energy Efficiency Rebate
- NV Energy - Energy Plus New Homes Program
- NV Energy - SureBet School Energy Efficiency Rebate Program
- SW Gas Corporation - Commercial Energy Efficient Equipment Rebate
- SW Gas Corporation - Large Commercial Energy Audit Program
- SW Gas Corporation - Residential Energy Efficient Products Rebate
- SW Gas Corporation - Smarter Greener Better Solar Water Heating

For more detailed information on the Nevada Renewable Energy Tax Abatements for the utility scale facilities and transmission lines, visit the NREEEA website<sup>8</sup>.

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<sup>6</sup> Source: <http://www.dsireusa.org/incentives>

<sup>7</sup> Source: <http://www.nvenergy.com/renewablesenvironment/renewablesgenerations>

<sup>8</sup> NREEEA website at URL: <http://renewableenergy.state.nv.us/TaxAbatement.htm>

*NREEEA Renewable Energy Tax Abatements*



# Nevada Renewable Energy and Energy Efficiency Authority



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**NEVADA'S RENEWABLE ENERGY TAX ABATEMENTS FOR THE UTILITY SCALE FACILITIES AND TRANSMISSION LINES**  
**\*\*\* ACCEPTING APPLICATIONS - CLICK HERE \*\*\***

[Home](#) [Incentives & Rebates](#) [Tax Abatement Projects](#) [Laws, Regulations & Rule Makings](#) [Energy Grants](#)

[The New Energy Industry Task Force](#) [State & Local Government Panel](#) [Useful Links](#) [News & Events](#) [2009 IECC Updates](#)



## Renewable Energy Tax Abatements

### Statutory Authority:

- [NRS 701A.300 to 701A.390 \(AB 522 – 2009 - Sections 28 and 106.5\)](#)
- [Regulation R094-10A \(will be codified into NAC 701A\)](#) (pdf)

### State Sales Tax Rate By County (pdf)

### Renewable Energy Tax Abatements Application Process

- Potential applicants will submit a pre-application form and an application packet for a partial abatement of taxes.
- The pre-application form must be submitted **no later than 6 months** before the applicant's anticipated first date of purchasing tangible personal property for the project.
- Potential applicants may request the pre-application form from the Renewable Energy and Energy Efficiency Authority (REEEA) by sending an e-mail to [energy@renewable.nv.gov](mailto:energy@renewable.nv.gov) with the subject line of "Pre-application Request" and providing a short description of the project. If the project description fits the facility defined in Section 6 of the regulation; [R094-10A](#), the potential pre-applicants will receive the Instruction for filing pre-applications and pre-application form from REEEA.
- The facility owner, who has submitted a pre-application form and whose project is determined to be **eligible** for the renewable energy tax abatements, will receive **a written notice** and **an application packet** with filing instruction from REEEA. REEEA will also provide a copy of this written notice and the applicant's pre-application form to the governing body of each county, city or town in which the applicant's project or facility will be located (please review R094-10A for further application processing information).

*NSOE and Nevada Department of Taxation Points of Contact*

**Nevada State Office of Energy**

Stacey Crowley  
Director  
E-mail: [scrowley@energy.nv.gov](mailto:scrowley@energy.nv.gov)  
Phone: (775) 720-1123 ext 7302

Lorayn Walser  
Management Analyst II  
e-mail: [lwalsen@energy.nv.gov](mailto:lwalsen@energy.nv.gov)  
Phone: (775) 687-1850 ext 7308

Currently, Director Crowley is also Acting Nevada Energy Commissioner.

**Nevada Department of Taxation**

**For Sales and Use Tax related questions**

Ray Lummus  
Tax Manager  
Compliance Division  
Nevada Department of Taxation  
Phone: (775) 684-2069

**For Property Tax related Questions**

Terry Rubald  
Chief, Division of Assessment Standards  
Phone: (775) 684-2095

Kelly Langley, CTP  
Supervisor, Centrally Assessed Properties  
Phone: (775) 684-2011

**State of Nevada Department of Administration, Budget and Planning Division**

Cathy Gregg  
Budget Analyst IV  
Phone: (775) 684-0222

Renewable Energy Producers Property Tax Abatement








**NEVADA**  
Incentives/Policies for Renewables & Efficiency



Printable Version

**Renewable Energy Producers Property Tax Abatement**

*Last DSIRE Review: 06/30/2010*

Program Overview:	
<b>State:</b>	Nevada
<b>Incentive Type:</b>	Property Tax Incentive
<b>Eligible Renewable/Other Technologies:</b>	Solar Thermal Electric, Solar Thermal Process Heat, Photovoltaics, Landfill Gas, Wind, Biomass, Hydroelectric, Geothermal Electric, Fuel Cells, Municipal Solid Waste, Facilities for the transmission of electricity produced from renewable energy or geothermal resources located in Nevada, Anaerobic Digestion, Fuel Cells using Renewable Fuels
<b>Applicable Sectors:</b>	Commercial, Utility, (Renewable Energy Power Producers)
<b>Amount:</b>	55% abatement for 20 years.
<b>Eligible System Size:</b>	Minimum 10 MW
<b>Start Date:</b>	7/1/2009
<b>Expiration Date:</b>	6/30/2049
<b>Web Site:</b>	<a href="http://renewableenergy.state.nv.us/TaxAbatement.htm">http://renewableenergy.state.nv.us/TaxAbatement.htm</a>
<b>Authority 1:</b>	<u>NRS 701A.360, et seq.</u>
<b>Date Enacted:</b>	5/30/2009
<b>Date Effective:</b>	7/1/2009
<b>Expiration Date:</b>	6/30/2049
Summary:	

New or expanded businesses in Nevada may apply to the Director of the State Office of Energy for a property tax abatement of up to 55% for up to 20 years for real and personal property used to generate electricity from renewable energy resources including solar, wind, biomass\*, fuel cells, geothermal or hydro. Generation facilities must have a capacity of at least 10 megawatts (MW). Facilities that use solar energy to generate at least 25,840,000 British thermal units of process heat per hour can also qualify for an abatement.

There are several job creation and job quality requirements that must be met in order for a project to receive an abatement. Depending on the population of the county or city where the project will be located, the project owners must:

- Employ a certain number of full-time employees during construction, a percentage of whom must be Nevada residents
- Ensure that the hourly wage paid to the facility's employees and construction workers is a certain percentage higher than the average statewide hourly wage
- Make a capital investment of a specified amount in the state of Nevada
- Provide the construction workers with health insurance, which includes coverage for the worker's dependents

Note that this exemption does not apply to residential property. A facility that is owned, operated, leased or controlled by a governmental entity is also ineligible for this abatement.

## Renewable Energy Producers Property Tax Abatement – continued

### **History**

This abatement has gone through revisions since its original inception. Most significantly, AB 522, signed in May 2009, raised the capacity minimum for eligible projects from 10 kilowatts (kW) to 10 MW. It also increased the abatement from 50% for 10 years to 55% for 20 years, extended it to additional technologies, and increased the qualification requirements to ensure that incentivized projects result in more high quality jobs. These changes took effect on July 1, 2009. AB 522 also created a sales and use tax abatement for renewable energy producers.

*\*Biomass is defined as any organic matter that is available on a renewable basis, including, without limitation, agricultural crops and agricultural wastes and residues; wood and wood wastes and residues; animal wastes; municipal wastes; and aquatic plants.*

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### **Contact:**

#### **Lorayn Walser**

Nevada State Office of Energy  
755 North Rook Street, Suite 202  
Carson City, NV 89701  
**Phone:** (775) 687-1850 Ext.7308  
**Fax:** (775) 687-1869  
**E-Mail:** [lwalsen@energy.nv.gov](mailto:lwalsen@energy.nv.gov)  
**Web Site:** <http://energy.state.nv.us>

#### **Kelly Munoz**

Executive Assistant to the Nevada Energy Commissioner  
101 North Carson Street (Annex Building)  
Carson City, NV 89701  
**Phone:** (775) 684-5664  
**Fax:** (775) 684-5648  
**E-Mail:** [kmunoz@renewable.nv.gov](mailto:kmunoz@renewable.nv.gov)

#### **Information Specialist - Dept. of Taxation**

NV Department of Taxation  
1550 E. College Parkway, Suite 115  
Carson City, NV 89706  
**Phone:** (775) 684-2000  
**Fax:** (775) 684-2020  
**Web Site:** <http://tax.state.nv.us>

*DSIRE NV Energy RenewableGenerations Rebate Program*



**NV Energy - RenewableGenerations Rebate Program**

*Last DSIRE Review: 04/27/2010*

<b>Program Overview:</b>	
<b>State:</b>	Nevada
<b>Incentive Type:</b>	State Rebate Program
<b>Eligible Renewable/Other Technologies:</b>	Photovoltaics, Wind, Small Hydroelectric
<b>Applicable Sectors:</b>	Commercial, Residential, Nonprofit, Schools, Local Government, State Government, Agricultural, Other Public Buildings
<b>Amount:</b>	<p><b>Solar (Steps 1, 2 and 3):</b>                      Schools and public and other property, including non-profits and churches: \$5.00 per watt AC                      Residential and small business property: \$2.30 per watt AC</p> <p><b>Wind (Step 3):</b>                      Residential, small business and agriculture: \$2.50 per watt                      Schools and Public Buildings: \$3.50 per watt</p> <p><b>Small Hydro (Step 3):</b>                      Non-net metered systems: \$2.00/W                      Net metered systems: \$2.25/W</p>
<b>Eligible System Size:</b>	Maximum of 1 MW
<b>Equipment Requirements:</b>	<p><b>Solar:</b>                      Systems must be in compliance with all applicable standards; Must carry a minimum 7-year warranty on inverters, 20-year warranty on panels, and 2-year warranty on labor; Modules and inverters must be on the California Energy Commission (CEC) approved equipment list.</p> <p><b>Wind:</b>                      Systems must be in compliance with all applicable standards; Generator must be listed or certified by at least one of the following organizations: American Wind Energy Association (AWEA), British Wind Energy Association (BWEA), California Energy Commission (CEC), New York State Energy and Research Development Authority (NYSERDA), Small Wind Certification Council (SWCC).</p> <p><b>Hydro:</b>                      Systems must be in compliance with all applicable standards and under 200kW.</p>
<b>Installation Requirements:</b>	Installations must comply with all federal, state, and local codes and meet detailed siting criteria specified in program guidelines. Systems must be grid-connected and net metered. Solar systems must be installed by a Nevada-licensed electrical C-2 or C-2g electrical contractor. Wind and microhydro systems must be installed by a Nevada-licensed C-2 electrical contractor.
<b>Ownership of Renewable Energy Credits:</b>	NV Energy
<b>Web Site:</b>	<a href="http://www.Nvenergy.com/renewablegenerations">http://www.Nvenergy.com/renewablegenerations</a>
<b>Authority 1:</b>	<u>NRS § 701B.010 et. seq.</u>
<b>Authority 2:</b>	<u>Senate Bill 358</u>
<b>Date Enacted:</b>	5/28/2009
<b>Authority 3:</b>	<u>LCB File R175-07</u>

NV Energy – RenewableGenerations Rebate Program (continued)

**Summary:**

*Note: In 2010, NV Energy worked with the Public Utilities Commission of Nevada (PUCN) to fully subscribe the solar and wind incentive programs and is no longer accepting applications for these programs. In early 2011, the Nevada legislature will review all the incentive programs and will likely make changes to them. As a result, NV Energy will announce in mid 2011 on the [NV Energy website](#) information on a possible next round of applications for the programs.*

NV Energy (formerly Sierra Pacific Power and Nevada Power) administers the RenewableGenerations Rebate Program for photovoltaic (PV) systems and small wind and hydroelectric systems on behalf of the Nevada Task Force on Energy Conservation and Renewable Energy. With rebates originally available only for PV, the SolarGenerations Rebate Program was established in 2003 as a result of AB 431 ("the Solar Energy Systems Demonstration Program") and began in August 2004. Rebates are now available for grid-connected PV installations on residences, small businesses,\* public buildings, non-profits and schools; small wind systems on residences, small businesses, agricultural sites, schools and public buildings; and small hydroelectric systems installed at grid-connected agricultural sites. Participants must be current Nevada customers of NV Energy to participate.

SB 358 of 2009 made adjustments to the administration of the RenewableGenerations program. After the utility approves the applicant, the utility will have 30 days to notify them in writing. Further, applicants will have 12 months to complete a project following their initial approval. If projects that have been approved miss the 12-month target date, they can become eligible again after the project is complete, but will receive an incentive at the current rate, rather than the rate when they received initial authorization.

Including three years as a demonstration program, SolarGenerations is now in its seventh program year. In June 2007 the program was made permanent (the planned end date had been June 2010 for a total of six years of demonstration program funding). As demonstrated above, incentive levels vary by technology type, customer class and program year, with incentive levels stepping down with each program year. Each program year has a designated amount of installed capacity set aside for each customer class. Applications received after one step is fully subscribed for that customer class may be reserved for the next incentive step. All applicants have 12 months to complete their installation.

There are no size restrictions for participating systems, aside from the [net metering limits](#), but rebates will be limited to certain system sizes corresponding to the customer class and the technology.

NV Energy takes ownership of the renewable energy credits (RECs) associated with the electricity produced by a customer's PV, wind or small hydro system. The RECs count towards the utility's goals under Nevada's renewable portfolio standards (RPS).

*\* The Nevada Public Utility Commission has defined "small business" as a business with 500 or fewer employees worldwide.*

---

**Contact:**

**John Hargrove**  
NV Energy  
RenewableGenerations  
6100 Neil Road  
Reno, NV 89511  
**Phone:** (866) 786-3823  
**E-Mail:** [renewablegenerations@nvenergy.com](mailto:renewablegenerations@nvenergy.com)  
**Web Site:** <http://www.nvenergy.com/>

## Nye County Workforce

Nye County and partnering organizations, such as Great Basin College and Valley Electric Association, have laid the groundwork to prepare citizens for job opportunities in the burgeoning renewable energy industry. Nye County has had an environmental workforce training program since 2008 and has plans to develop a program focused primarily on renewable energy. Great Basin College has actively worked with Valley Electric Association and renewable energy developers to understand their projected labor needs.

For more information on the local workforce capabilities please contact:

Amy Fanning  
Grant Administrator  
Nye County Administration  
2100 E. Walt Williams Drive, Suite 100  
Pahrump, NV 89048  
(775) 751-7091  
[afanning@co.nye.nv.us](mailto:afanning@co.nye.nv.us)

Gabbs Town Hall  
503 Brucite Street  
Gabbs, NV 89409  
(775) 285-2671  
[Gabbs\\_townhall@veawb.coop](mailto:Gabbs_townhall@veawb.coop)

Bill Verbeck Campus Director  
Great Basin College, Pahrump Campus  
551 E. Calvada  
Pahrump, NV 89048  
(775) 727-2000  
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William (Bill) Kohbarger  
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[bkohbarger@pahrumpnv.org](mailto:bkohbarger@pahrumpnv.org)

Amargosa Valley Town Office  
HCR 69, Box 401 W  
Amargosa Valley, NV 89020  
(775) 372-5459  
[Town@amargosavalley.com](mailto:Town@amargosavalley.com)

Round Mountain Town Office  
PO Box 1305  
Round Mountain, NV 89045  
(775) 377-2508  
[rmtown@sattraffic.com](mailto:rmtown@sattraffic.com)

Beatty Town Office  
PO Box 837  
Beatty, NV 89003  
(775) 553-2050  
[Beatty@beattynv.com](mailto:Beatty@beattynv.com)

Tonopah Town Manager  
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P.O. Box 151  
Tonopah, NV 89049  
(775) 482-6336  
[townoftonopah@frontier.net](mailto:townoftonopah@frontier.net)

## Nye County Development Information

For businesses interested in locating in Nye County, some useful information has been compiled, including:

- Letter from Steve Osborne, Acting Director of Planning: Regarding Zoning, Special Flood Hazard Areas, Building Permits, and Covenants, Conditions & Restrictions Enforcement within Nye County
- Nye County Points of Contact
- List of Pahrump Contractors
- Sample Development Agreement with Nye County (Appendix A)

*Information Concerning Zoning, Special Flood Hazard Areas, Building Permits, and CC&R's Enforcement within Nye County, Nevada.*



DEPARTMENT OF PLANNING  
PREPARED AT: PAHRUMP OFFICE  
To Whom It May Concern letter\_Zoning\_Encroachment Permits\_ etc\_AMENDED\_March 26, 2013

March 26, 2013

**Re: Information Concerning Zoning, Special Flood Hazard Areas, Building Permits, Covenants, Conditions & Restrictions (CC&R's) Enforcement, and Encroachment Permits within Nye County, Nevada.**

To Whom It May Concern:

The purpose of this memorandum is to provide you with information concerning the above referenced topics within Nye County.

**Zoning**

A Zoning Ordinance/Zoning Map is in effect within the Pahrump Regional Planning District (check with Planning staff for further information). There is no Zoning Ordinance/Zoning Map in any other area of Nye County with the exception of Nye County Code Title 15.08 which regulates mobile homes, mobile home parks, nuisances, sanitary protection of water and food supplies, and control of sewage disposal. Development must comply with all other County/State/Federal requirements, utility providers and any privately enforced Covenants, Conditions & Restrictions (CC&R's) applicable to your property.

**Building within a Special Flood Hazard Area**

Should you intend to perform any "Development" (Nye County Code 15.12.040) within a Special Flood Hazard Area (SFHA), you must obtain a permit to do so from this department. For areas other than Pahrump, please contact Planning staff with your assessor's parcel number for further information. If your property is located in Pahrump, please contact the Planning Department at (775) 751-4249.

**Building Permits**

Within the Pahrump Regional Planning District, a building permitting and inspection program became effective October 1, 1998. However, in all other areas of Nye County there is no building permit system in place; nor does Nye County enforce any building, plumbing, electrical, fire or any other uniform construction codes for

TONOPAH OFFICE • P.O. BOX 1531 • 101 RADAR ROAD • TONOPAH, NEVADA 89049  
PHONE: (775) 482-8181 • FAX: (775) 482-7302

PAHRUMP OFFICE • 250 NORTH HIGHWAY 160, SUITE #1 • PAHRUMP, NEVADA 89060  
PHONE: (775) 751-4249 • FAX: (775) 751-4324

Nye County is an Equal Opportunity Employer and Provider

March 26, 2013  
Page 2

residential construction. For commercial and industrial construction, State Fire Marshal inspections are required which incorporate the 2003 International Fire Code, 2005 National Electric Code, and 2006 International Building Code. Flood permits and Certificates of Compliance for fire safety are also required. Additionally, inspections are required for the installation of manufactured/mobile homes and commercial coaches. Effective April 1, 2013, the responsibility for these inspections will transfer from the State of Nevada Manufactured Housing Division to Nye County through an approved Interlocal Agreement. For installations outside of the Pahrump Regional Planning District, please call 775-482-8184 (Tonopah) and for installations within the PRPD please call 775-751-3773 (Pahrump).

**CC&R's and Deed Restrictions**

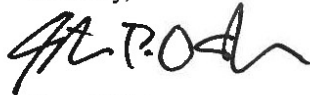
Many developers of subdivisions within Nye County have created private Covenants, Conditions & Restrictions (CC&R's) or other deed restrictions to control the use of property in their developments. Nye County is not a party to, nor does it enforce any CC&R's or deed restrictions within the County.

**Encroachment Permits**

Prior to any excavation, construction, installation, and/or occupancy within any Nye County right-of-way, such as the installation of driveways, sewer or water lines, or performing any road work, an Encroachment Permit must be obtained from the Nye County Public Works Department. Permission must be requested from Public Works a minimum of 30 days in advance of any road or street closure. All work within the County right-of-way must be done to County standards and must receive a final inspection approval. Please contact Nye County Public Works at 775-751-6855 for more information.

I hope this information proves useful and should you have questions or need any additional information, please contact me at 775-751-4249.

Sincerely,



Steve P. Osborne, AICP  
Director of Planning

*Nye County Points of Contact*

NYE COUNTY POINTS OF CONTACT				
Area	Title / Department	Name	Phone	Email
<b>Nye County</b>				
	Nye County Commissioners	Butch Borasky		aborasky@co.nye.nv.us
		Frank Carbone		fcarbone@co.nye.nv.us
		Donna Cox		coxdonnac@msn.com
		Dan Schinhofen		dschinhofen@co.nye.nv.us
		Lorinda Wichman		lawichman@gmail.com
	County Manager	Pam Webster	775-751-7075	pwebster@co.nye.nv.us
	Asst County Mgr	Joni Eastley	775-482-8189	jeastley@co.nye.nv.us
	Administrative Mgr	Lorina Dellinger	775-4827319	ldellinger@co.nye.nv.us
	Renewable Energy POC	Darrell Lacy	775-727-7727	llacy@co.nye.nv.us
	Public Works Director	David Fanning	775-751-6855	dfanning@co.nye.nv.us
	Buildings & Grounds	Bob Jones	775-751-4289	bob.jones@co.nye.nv.us
	District Attorney	Brian T. Kunzi	775-751-7080	bkunzi@co.nye.nv.us
	Sheriff's Office	Tony DeMeo	775-482-8110	sheriff@co.nye.nv.us
	Grants Administrator	Any Fanning	775-751-7091	afanning@co.nye.nv.us
	Planning Director	Steve Osborne	775-751-4249	planning@co.nye.nv.us
	Natural Resources Manager	Levi Kryder	775-727-3484	lkryder@co.nye.nv.us
<b>Amargosa Valley</b>				
	Support Staff		775-372-5459	Town@amargosavalley.com
	Town Board Members			
	Chairman	Doc McNeely		
	Vice-Chairman	Joe Cohan		avijoe@hotmail.com
		John Bosta		
	Town Clerk	Trevor Dolby		
<b>Beatty</b>				
	Beatty Community Center	Carrie Radomski	775-553-2050	beatty@beattynv.com
	Town Board Members			
		Erika Gerling	775-553-2339	nanasgal@sbcglobal.net
		Dick Gardner	702-235-1453	jogardner2004@gmail.com
		Randy Reed		
		Kelly Carroll	775-553-9019	carroll_kelly@sbcglobal.net
		Crystal Taylor		
<b>Gabbs</b>				
	Town Secretary	Reyna Martin	775-285-2671	gabbs_townhall@veawb.coop

NYE COUNTY POINTS OF CONTACT				
Area	Title / Department	Name	Phone	Email
<b>Pahrump</b>				
	Town Manager	Bill Kohbarger	775-727-5107 ext 305	<a href="mailto:bkohbarger@pahrumpnv.org">bkohbarger@pahrumpnv.org</a>
	Finance Director	Michael Sullivan	775-727-5107 ext 311	<a href="mailto:msullivan@pahrumpnv.org">msullivan@pahrumpnv.org</a>
	Regional Planning Commission	Mark Kimball	775-513-9119	<a href="mailto:md00001@yahoo.com">md00001@yahoo.com</a>
	Economic Development	Al Balloqui	775-727-5107 ext 302	<a href="mailto:aballoqui@pahrumpnv.org">aballoqui@pahrumpnv.org</a>
	Town Board Members	Carolene Endersby	775-764-8791	<a href="mailto:cendersby@pahrumpnv.org">cendersby@pahrumpnv.org</a>
		Mike Darby	775-764-0751	<a href="mailto:mdarby@pahrumpnv.org">mdarby@pahrumpnv.org</a>
		Vicky Parker	775-764-8809	<a href="mailto:vparker@pahrumpnv.org">vparker@pahrumpnv.org</a>
		Dr. Tom Waters	775-764-0949	<a href="mailto:twaters@pahrumpnv.org">twaters@pahrumpnv.org</a>
		Harley Kulkin	775-727-1525	<a href="mailto:hkulkin@pahrumpnv.org">hkulkin@pahrumpnv.org</a>
<b>Round Mountain</b>				
	Town Manager	Dan Sweeny	775-377-2508	<a href="mailto:rmchief1@hotmail.com">rmchief1@hotmail.com</a>
<b>Tonopah</b>				
	Town Manager	James Eason	775-482-6336	<a href="mailto:jeason@co.nye.nv.us">jeason@co.nye.nv.us</a>
	Town Clerk	Mariah Rivero	775-482-6336	<a href="mailto:townoftonopah@frontiernet.net">townoftonopah@frontiernet.net</a>
	Town Board Members	Glenn Hatch	775-482-4500	
		Jon Zane	775-482-8636	<a href="mailto:enazjon@yahoo.com">enazjon@yahoo.com</a>
		Horace Carlyle	775-482-6658	<a href="mailto:hcarlyle@gmail.com">hcarlyle@gmail.com</a>
		Harvey Gonzalez	775-482-8199	<a href="mailto:jgonzalez517@frontier.net">jgonzalez517@frontier.net</a>
		Duane Downing	775-224-3898	<a href="mailto:kc7vbw@yahoo.com">kc7vbw@yahoo.com</a>

List of Pahrump Contractors

## List of Pahrump Contractors

General Contractors	Address	Phone	Fax	E-mail
Avco Construction	2220 S. Winery Road, Pahrump NV 89048	775-727-0209	775-727-5851	<a href="mailto:avco_construction@yahoo.com">avco_construction@yahoo.com</a>
C.R. Homes, Inc	3221 E. Winery Road, Pahrump NV 89048	775-751-5920	775-751-5920	<a href="mailto:info@crhomesnevada.com">info@crhomesnevada.com</a>
Classic Homes, Inc.	2250 Postal Road, Suite 2, Pahrump NV 89048	775-751-3022	775-537-6778	
Edward Homes, Inc.	2160 Winery Road, Pahrump NV 89048	775-751-5880	775-751-5598	<a href="mailto:barbara@edwardhomesnv.com">barbara@edwardhomesnv.com</a>
Floyd's Construction, Inc.	1201 S. Hwy 160, Suite 100, Pahrump NV 89048	775-727-5606	775-727-7149	<a href="mailto:ronda@floydconstruction.com">ronda@floydconstruction.com</a>
Joe Roderick General Contractor	2060 S. Lunguna, Pahrump NV 89048	775-537-7754	775-537-7754	<a href="mailto:Joerod45@msn.com">Joerod45@msn.com</a>
Laskowski Construction	PO Box 6420, Pahrump NV 89048	775-751-5771		
Mountain View Construction	PO Box 6238, Pahrump, NV 89041	775-751-6625	775-751-6626	<a href="mailto:paigenr@aol.com">paigenr@aol.com</a>
New Day Construction	5760 Mojave Lane, Pahrump NV 89061	775-727-1200	775-727-1802	<a href="mailto:mail@newdayconstruction.com">mail@newdayconstruction.com</a>
Shadow Mountain Construction	2221 S. Winery Road, Pahrump NV 89061	775-751-1084	775-751-3190	<a href="mailto:redwood501@qm.mail">redwood501@qm.mail</a>
Silverbrook Homes	2731 N. David St., Pahrump NV 89060	775-727-4071	775-727-4871	<a href="mailto:silverbrookhomes@aol.com">silverbrookhomes@aol.com</a>
Concrete	Address	Phone	Fax	E-mail
Canyon Concrete, Inc.	1410 E. Manse Road, Pahrump, NV 89060	775-727-8252	775-727-8251	<a href="mailto:canyonconcreteinc@hotmail.com">canyonconcreteinc@hotmail.com</a>
J M Concrete, LLC	2270 W. Silver Sage Drive	775-209-3377	775-727-1180	<a href="mailto:st5red@yahoo.com">st5red@yahoo.com</a>
Doors & Hardware	Address	Phone	Fax	E-mail
Frontier Door & Window	1240 E. State St., Ste. 106, Pahrump NV 89048	775-537-6265	775-537-6255	
Pro Door Service	3230 Joanita, Pahrump NV 89060	775-727-1144	775-727-1108	
PV Door	1721 Chyne, Pahrump NV 89048	775-727-8518		
Drywall Contractors	Address	Phone	Fax	E-mail
T.W. Page Drywall LLC	1270 W. Charleston Park, Pahrump NV 89060	775-727-6009		
Electric Contractors	Address	Phone	Fax	E-mail
D & J Electrical	1130 W. Amerillo, Pahrump NV 89048	775-727-8296	775-727-1753	<a href="mailto:dielectricalservices@yahoo.com">dielectricalservices@yahoo.com</a>
Lahaye Electrical	1241 W. Horn, Pahrump NV	775-727-5238	775-727-1810	
Excavating Contractors	Address	Phone	Fax	E-mail
A.S.C. Excavating & Grading	PO Box 3556, Pahrump NV 89041	775-209-5790	775-727-6147	
Anytime Backhoe Service	PO Box 3445 Armagosa, NV 89020	775-910-1506	775-372-5196	
Awesome Construction	1330 S. Red Rock Drive, Pahrump NV 89048	775-727-2338		
Kenzevich Backhoe Services	2650 River Plate, Drive, Pahrump NV 89048	775-751-8151		
Fencing	Address	Phone	Fax	E-mail
The Tiberti Company	1070 E. Irene Street, Pahrump NV	775-727-0500	775-7274926	<a href="mailto:christyc@air-internet.com">christyc@air-internet.com</a>
Framing	Address	Phone	Fax	E-mail
Fast R Framing	3221 E. Winery Road, Pahrump NV 89048	775-751-9832		
Heating & Air	Address	Phone	Fax	E-mail
Concrod Mechanical Inc.	1800 W. Irene Street, Pahrump NV 89060	775-727-1274	775-727-2312	<a href="mailto:saam1790@yahoo.com">saam1790@yahoo.com</a>
Jonaire	2770 E. Charleston park, Pahrump NV 89048	775-751-2372	775-751-2399	

**LIST OF PAHRUMP CONTRACTORS (continued)**

<b>Masonry</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
A & A Masonry	6821 Stubblefield Drive, Pahrump, NV 89060	775-537-2270	775-537-2271	<a href="mailto:aandamasonry@yahoo.com">aandamasonry@yahoo.com</a>
<b>Painters</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Alternative 'N Paint	1051 E. Gamebird, Pahrump NV 89048	702-234-8958		
Jason Mitchell Painting	1400 Encinta St., Pahrump NV 89048	775-751-9901	775-751-9901	<a href="mailto:jason@mitchellpainting.org">jason@mitchellpainting.org</a>
Proline Painting, Inc.		775-727-7346		
<b>Paving</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Wulfenstein	PO Box 38, Pahrump NV 89048	775-727-5900	775-751-3373	
<b>Plumbing</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Canyon Plumbing	1410 E. Manse Road, Pahrump, NV 89060	775-727-8252	775-727-8251	
Desmoni Plumbing	1610 Deerskin, Pahrump NV 89048	775-751-8119	775-751-1165	
Plumbco Plumbing	PO Box 6557, Pahrump NV 89048	775-727-9226	775-751-5923	
<b>Roofing</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
A.B.B. Roofing	280 W. Stagecoach	775-751-6730	775-727-8915	
Champion Roofing LLC	2360 E. Commercial Ave, Pahrump NV 89048	775-751-8952	775-751-8926	
<b>Water System Operations</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Waterrock Enviromental	PO Box 5160, Pahrump NV 89041	775-209-5079		
<b>Water Well Drilling</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Great Basin Drilling Co	1220 E. Manse Road, Pahrump NV 89048	775-727-4462	775-727-4525	<a href="mailto:gbdnv@yahoo.com">gbdnv@yahoo.com</a>
Jim Pike Well Drilling LLC	591 S. Buol Lane, Pahrump NV 89048	775-727-5435		
Strickland Construction	5801 S. Homestead Road, Pahrump NV 89048	775-727-4600		

**LIST OF PAHRUMP CONTRACTORS (continued)**

<b>Building &amp; Hardware</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Floyd's Ace Home Center	1201 S. Loop Rd., Pahrump NV 89048	775-727-4440		
Home Depot	301 N. Hwy. 160, Pahrump NV 89060	775-751-6004		
Pahrump Rentals	21 S. Frontage Road, Pahrump NV 89048	775-727-7242		
<b>Engineers - Civil</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Civilwise Services	1240 E. State St., Ste. 101, Pahrump NV 89048	775-751-1413	775-751-3584	
<b>Land Surveyors</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Civilwise Services	1240 E. State St., Ste. 101, Pahrump NV 89048	775-751-1413	775-751-3584	
K D Surveying		775-727-8838		
<b>Real Estate</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
Access Realty LLC	1266 E. Calvada Blvd #2, Pahrump NV 89048	775-727-2332	775-727-6854	
Action Realty	2050 S. Highway 160, Pahrump NV 89048	775-537-6300	775-537-6322	
All-Star Real Estate	3240 E. Kaibab, Pahrump NV 89048	775-727-8884	775-727-8810	
Artesia at Hafen Ranch	5250 S. Hafen Ranch Rd, Pahrump NV 89060	775-727-1132	775-751-8662	
Available Properties	1941 S. Highway 160, Pahrump NV 89048	775-751-2253	775-751-6662	
Classic Realty Group	2250 Postal Dr., Ste. 1 Pahrump NV 89048	775-751-1800	775-751-1889	<a href="mailto:jmichael@classicrealtynv.com">jmichael@classicrealtynv.com</a>
Help U Sell - Trish Rippie Realty	1190 E. hwy. 372, #17 Pahrump NV 89048	775-727-4343	775-727-4334	<a href="mailto:trishripping@sbcglobal.net">trishripping@sbcglobal.net</a>
Hollis L. Harris Realty	1401 S. Hwy 160, Pahrump NV 89048	775-727-5407	775-727-5374	
I Realty Properties	3370 S. Hwy 160, Ste. 3 Pahrump NV 89048	775-582-1192	775-582-1191	
Legacy Trails Realty	1081 E. Gamebird Rd., Pahrump NV 89048	775-513-2286		<a href="mailto:numil@usintouch.com">numil@usintouch.com</a>
Provenza Realty	401 S. Frontage Rd., Pahrump NV 89048	775-727-4444	775-727-7071	
Re/Max Pros	2301 Winery Rd., Ste. 101, Pahrump NV 89048	775-727-8153	775-727-8759	
Spalding Realty	2181 S. Cortina St., Pahrump NV 89048	775-727-1707	775-727-4735	

(Source: EDEN, Inc. of Nevada)

## TRANSMISSION FACILITIES

Power transmission is a key factor in the development of Nevada's renewable energy resources. Without the transmission facilities and infrastructure necessary to move electricity, renewable energy projects will not be developed. There are several initiatives underway to improve Nevada, and Nye County's, power transmission infrastructure.

### Renewable Energy Transmission Access Advisory Committee (RETAAC)

In May 2007, Governor Jim Gibbons created the RETAAC to identify Nevada's renewable energy zones, review current transmission capabilities, and identify ways to ensure that Nevada's transmission of electricity from renewable energy resources is efficient and cost effective. A RETAAC Phase II report<sup>9</sup> was issued in July 2009 that detailed the following principal findings:

- Nevada's renewable energy zones and the transmission necessary to access the potential electricity within those zones;
- New transmission lines necessary to export the electricity contained in Nevada's renewable energy zones;
- Ranks of the economic feasibility of the transmission needed to access each prioritized renewable energy zone.

### West-wide Energy Corridor Programmatic EIS Information Center

The West-Wide Energy Corridor Final Programmatic Environmental Impact Statement (PEIS) was completed in November 2008 by the United States Department of Energy, the Bureau of Land Management (BLM), the United States Forest Service, and the Department of Defense. The PEIS identifies proposed Section 368 energy corridors to facilitate future siting of renewable energy development projects and electricity transmission and distribution facilities on Federal Lands in the West. A multi-modal energy corridor<sup>10</sup> is proposed for southern Nye County, Nevada.

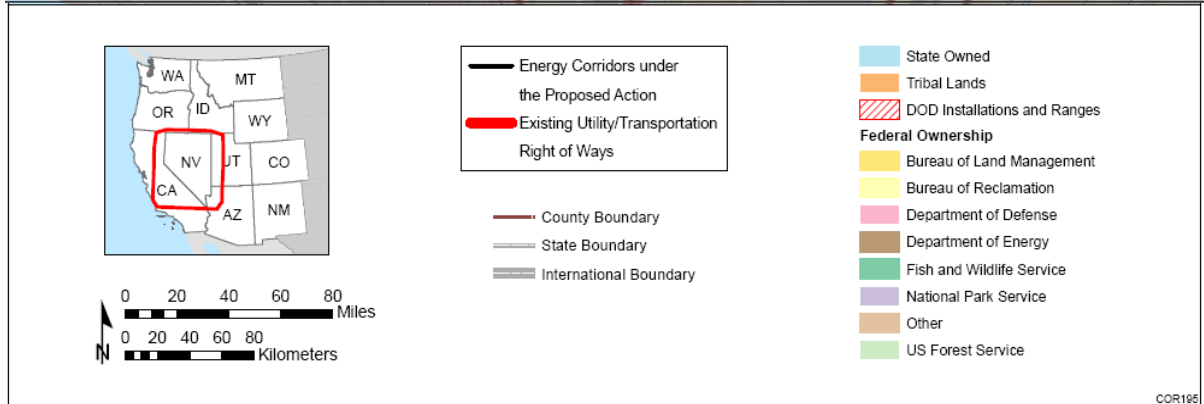
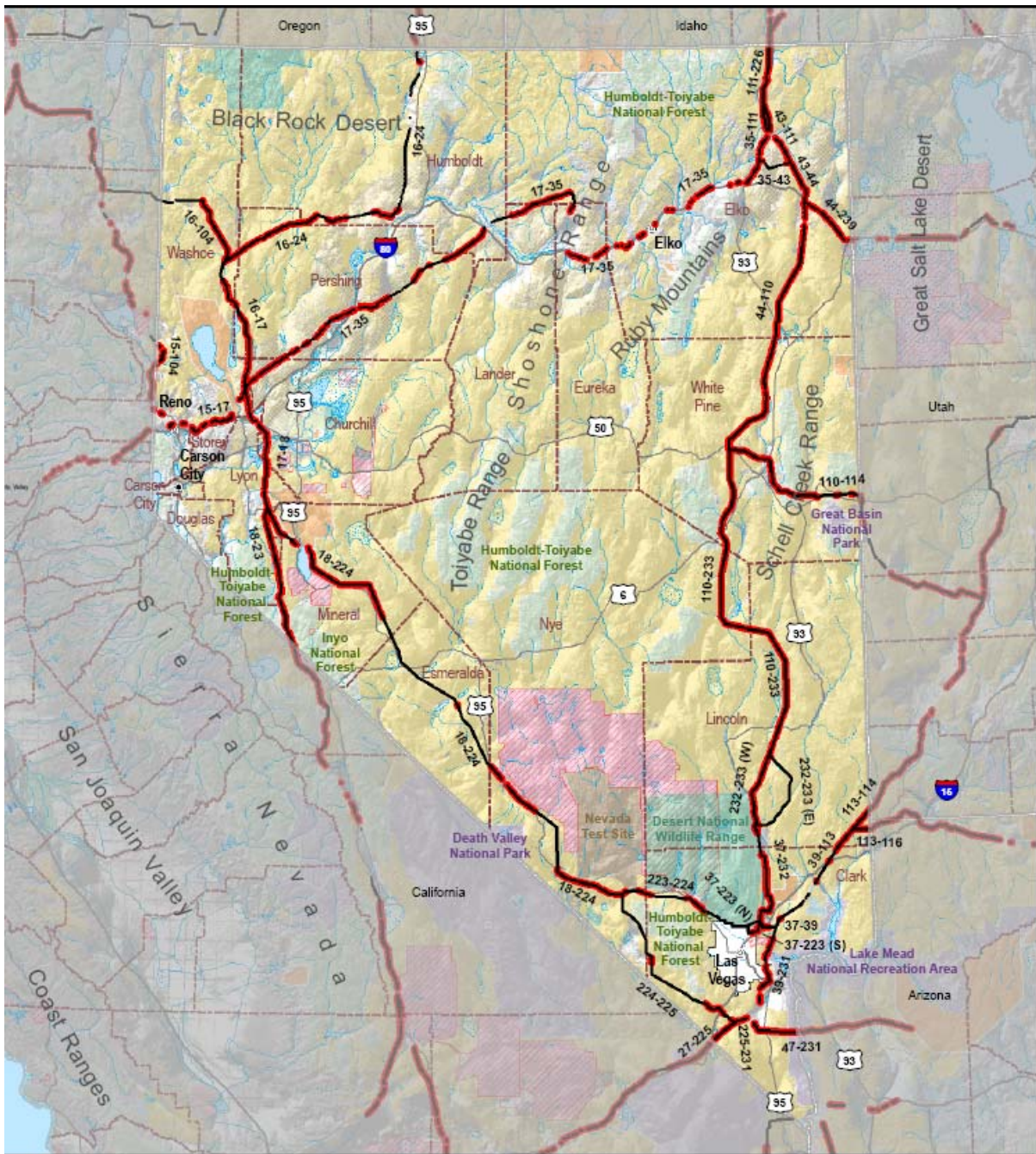
### One Nevada Transmission Line (ON Line)

Groundbreaking was celebrated on October 19, 2010 for the One Nevada Transmission Line ("ON Line"). This major Nevada transmission line (500 kilovolt) will extend 235 miles from north of Las Vegas to Ely, Nevada and crosses the northeastern portion of Nye County. ON Line will provide an important pathway for renewable energy resources, such as wind, solar, and geothermal, to reach major load centers.

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<sup>9</sup> REETAC, 2009. "Governor Jim Gibbons' Nevada Renewable Energy Transmission Access Advisory Committee Phase II, Volume 1 Executive Summary and Report, July 1, 2009.

<sup>10</sup> For detailed base maps of the proposed Section 368 Energy Corridors, visit URL <http://corridoreis.anl.gov/eis/fmap/lbhm/index.cfm>



Nevada Proposed Section 368 Energy Corridors Map

(Source: West Wide Energy Corridor Programmatic EIS <http://corridoreis.anl.gov>)



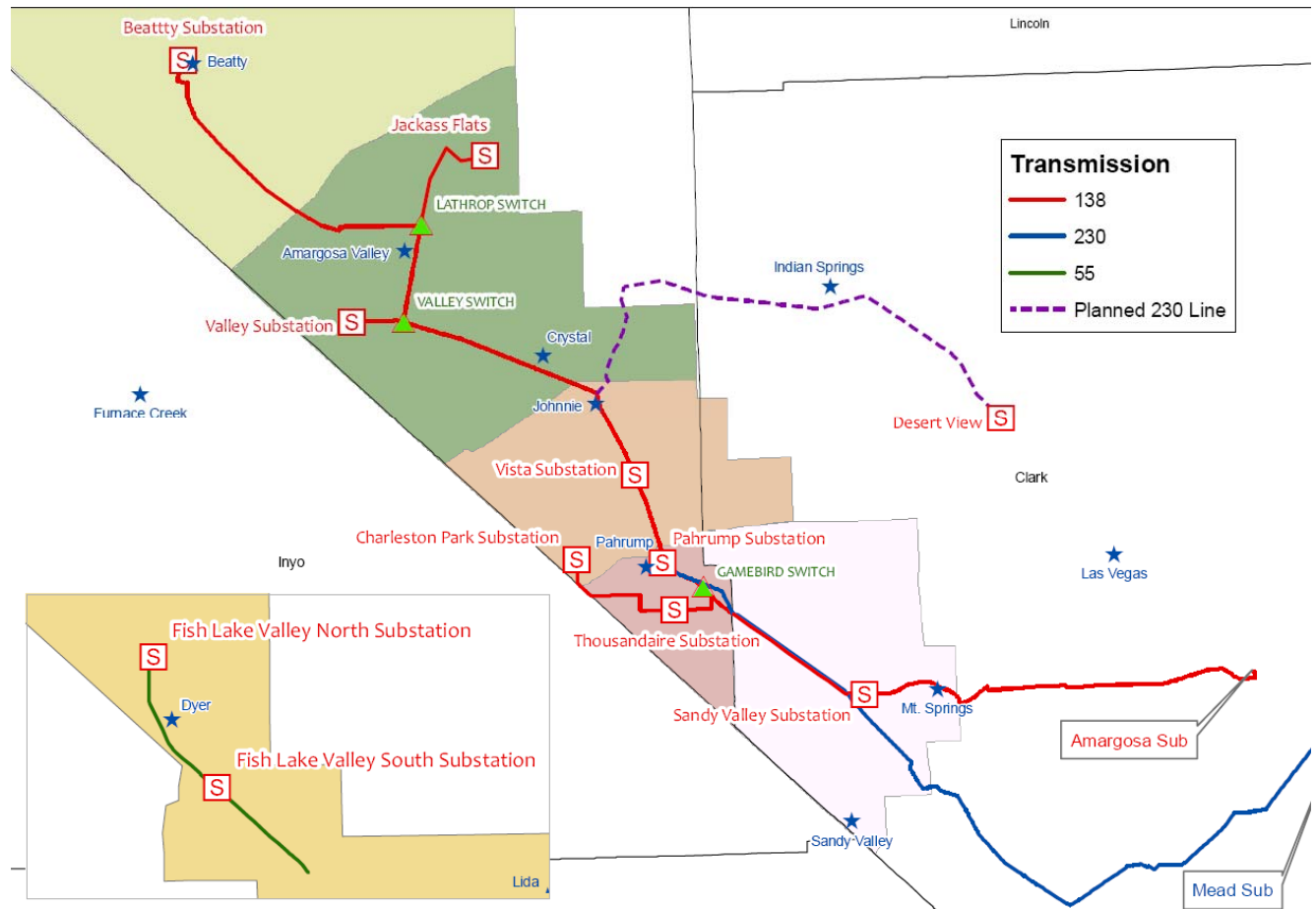
*On Line Transmission Line Map*  
(Source: U.S. Bureau of Land Management)

### Las Vegas Paiute and Valley Electric Association Agreement

An historic agreement between the Las Vegas Paiute Tribe and Valley Electric Association (VEA) has been made, the first of its kind in Nevada between an Indian Tribe and a utility. The Agreement is for a 50-year term on a 60-foot wide rights-of-way (ROW) on the southern and western edge of the Snow Mountain Reservation for VEA's 2-230kV and 2-138kV transmission lines, with an access road included within the ROW.

Under the agreement, the Tribe and VEA will become partners with mutually-shared economic benefits and improved transmission reliability to southern Nye County.

**VEA Transmission Map**



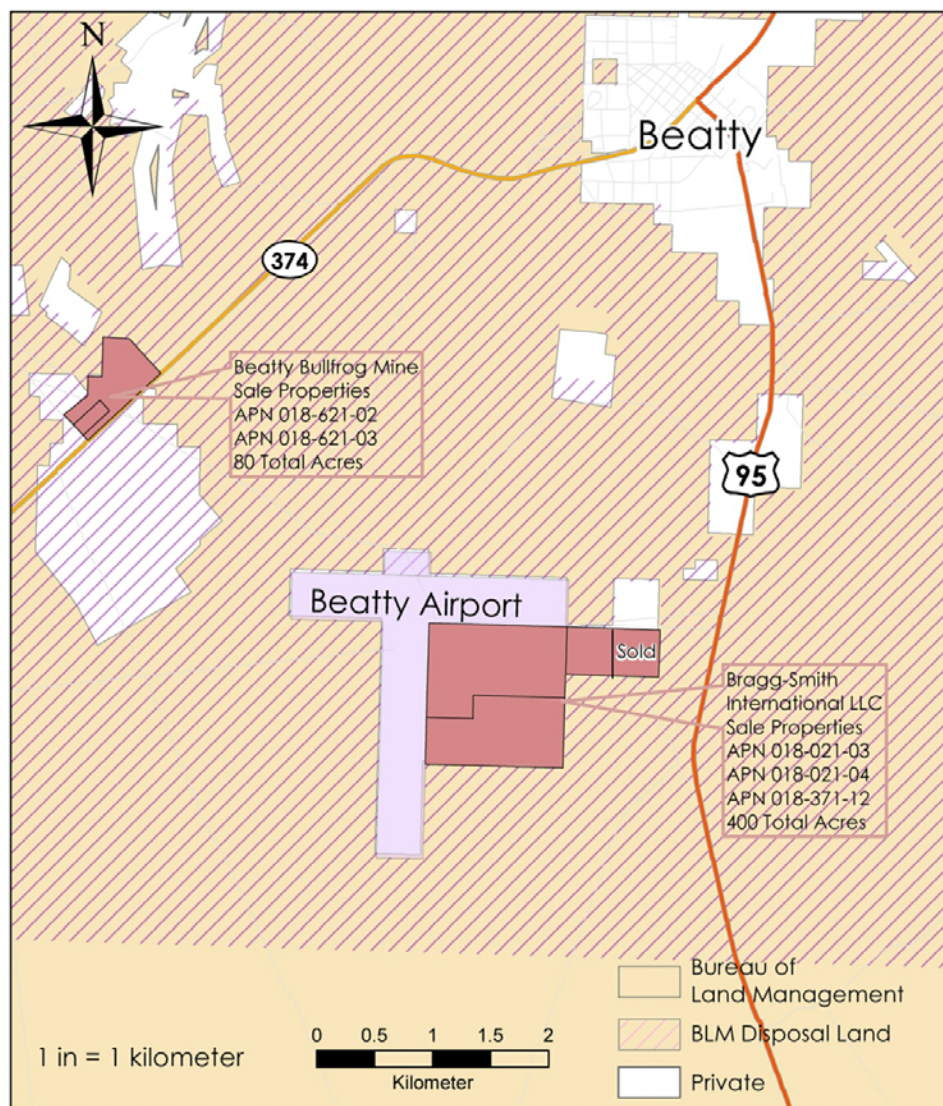
*Valley Electric Association Transmission Map for southern Nye County.*

## PRIVATE PARCEL DEVELOPMENT

There are many large parcels of land available for sale or lease within Nye County that would be suitable for renewable energy development. Maps showing the locations of properties for sale or lease are provided for the following Nye County areas:

- Beatty Properties for Sale
- Pahrump Properties for Sale
- Scotty's Junction Properties for Sale
- Tonopah Airport Lease

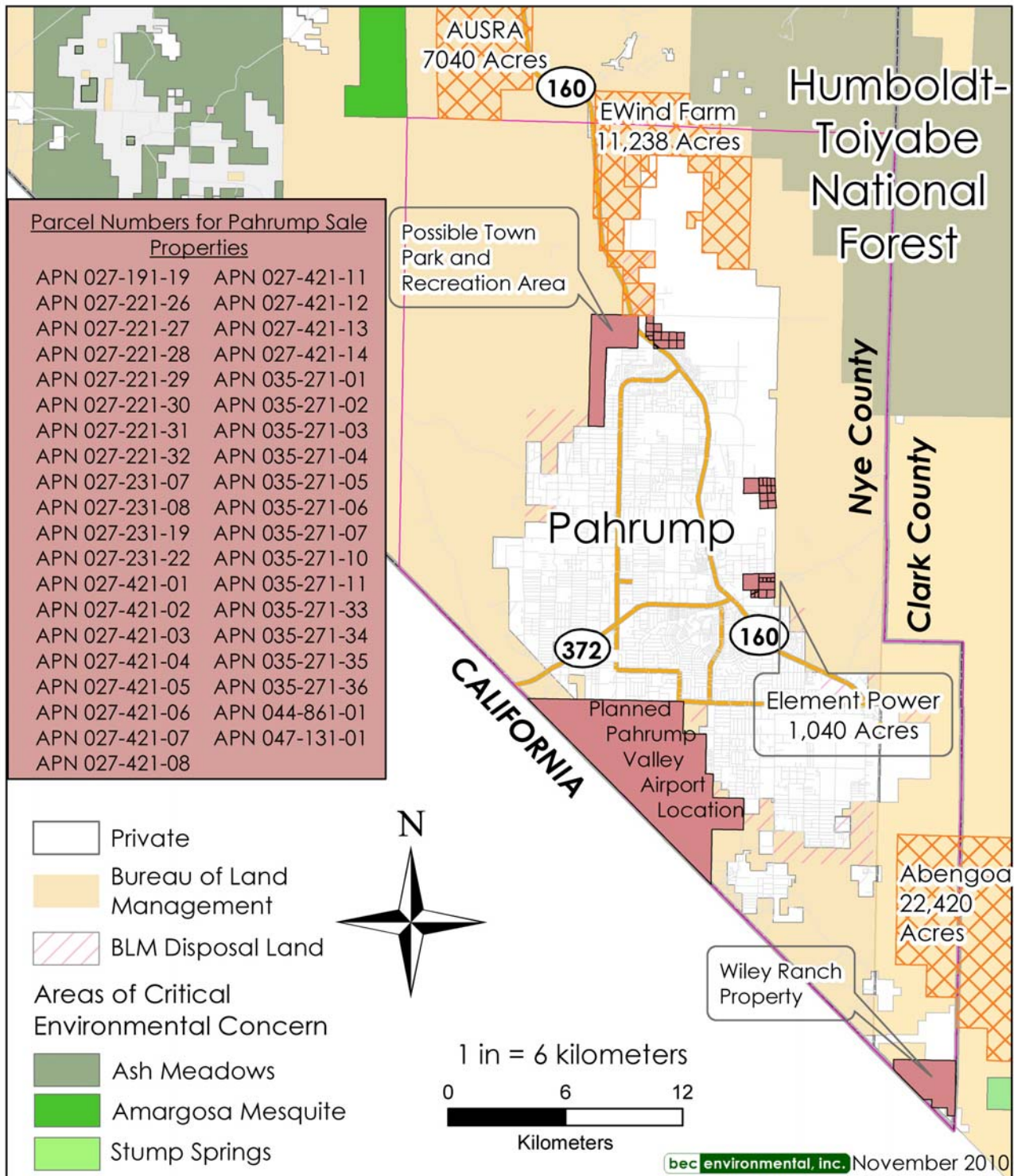
Also provided is a list of realtors within the Nye County communities to assist with locating suitable parcels of land.



May 2011

### *Beatty Properties for Sale*

(Source: BEC Environmental, Inc.)



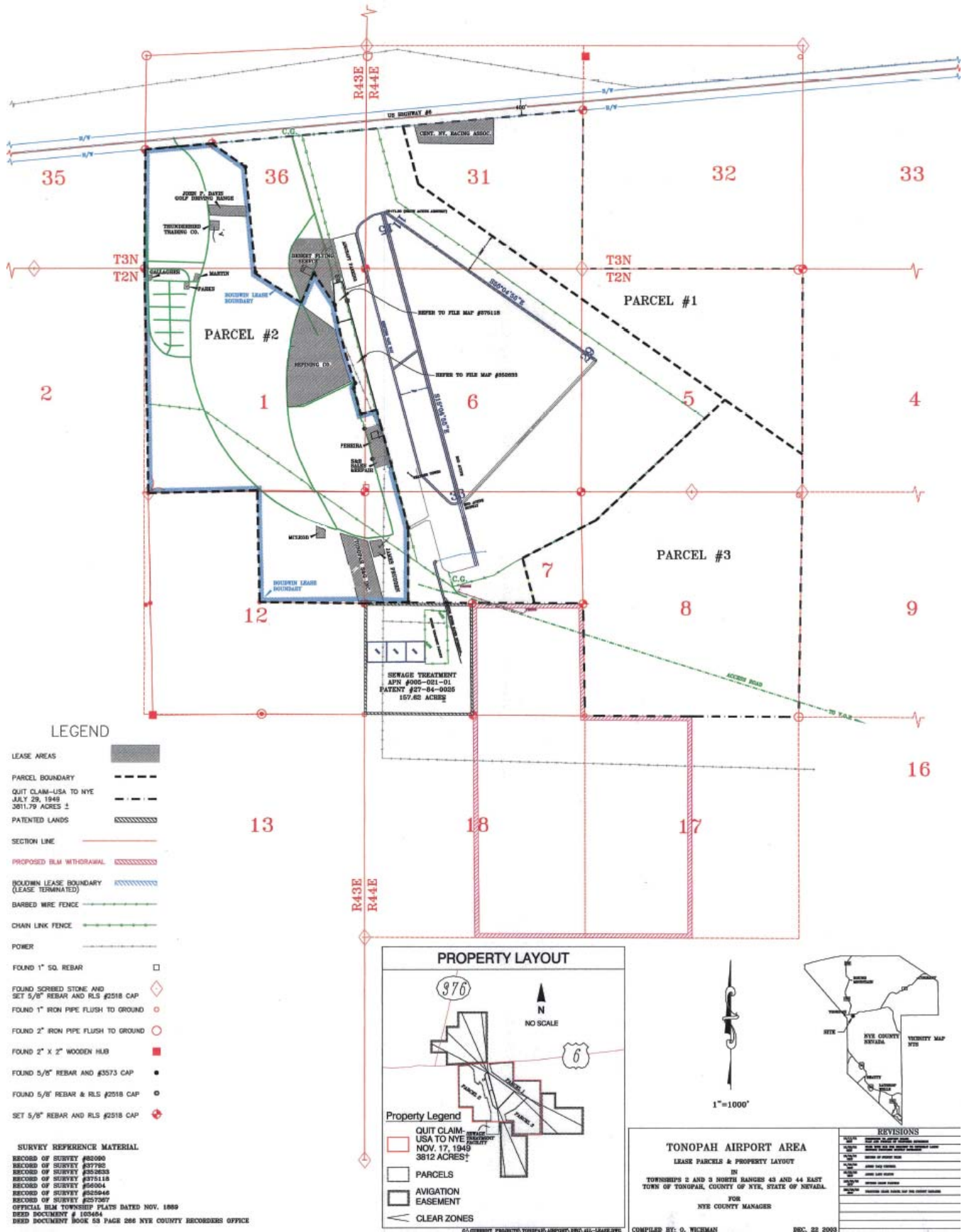
*Pahrump Sale Properties and Solar Development Applications*

(Source: BEC Environmental, Inc.)



May 2011

*Scotty's Junction Properties for Sale*  
(Source: BEC Environmental, Inc.)



Tonopah Airport Lease Map.

*Nye County Realtor Contact Information*

**PAHRUMP**

Access Realty LLC  
 Kim Washington  
 1266 E Calvada Blvd #2  
 Pahrump, NV 89048  
 775 727-2332  
[mail@pahrumppaccessrealty.com](mailto:mail@pahrumppaccessrealty.com)  
[www.pahrumppaccessrealty.com](http://www.pahrumppaccessrealty.com)

Action Realty  
 Norma Jean Opatik  
 2050 S Hwy 160  
 Pahrump, NV 89048  
 775 209-5819  
[normaje@landandmore.com](mailto:normaje@landandmore.com)  
[www.landandmore.com](http://www.landandmore.com)

All Star Real Estate  
 Catherine M Slaughterback  
 3240 E Kiabab  
 Pahrump, NV 89048  
 775 727-8884  
[www.pahrumppnevada.com](http://www.pahrumppnevada.com)

Available Properties  
 Shelly K Bolen  
 Property Mngmnt & Real Estate  
 1941 S Hwy 160  
 Pahrump, NV 89048  
 775 751-2253

Belinda A King  
 Belinda A King  
 700 E Mt Charleston Drive N  
 Pahrump, NV 89048  
 775 910-9095

Big Sky Investments LLC  
 Lennard Grodzinsky  
 6763 W Charleston Blvd  
 Las Vegas, NV 89146  
 702 878-2196  
 (Real Estate Investing)

Century 21 Aaimheigh  
 Robert A Little  
 3130 S Hwy 160  
 Pahrump, NV 89048  
 775 727-7700  
[www.c21.aaimheigh.com](http://www.c21.aaimheigh.com)

Classic Realty  
 J. M. Griffin  
 Classic Realty Group, Inc.  
 2250 Postal Drive #1  
 Pahrump, NV 89048  
 775 751-1800  
[jmichael@classicrealtynv.com](mailto:jmichael@classicrealtynv.com)

Clifford Commercial Real Estate  
 Kent Clifford  
 Clifford Commercial Real Estate  
 Investing  
 6152 W Sahara Avenue  
 Las Vegas, NV 89146  
 702 889-9898  
[www.cliffordcommercial.com](http://www.cliffordcommercial.com)

Dawn Realty  
 Marilyn Worthington  
 971 E Bourbon Street #3  
 Pahrump, NV 89048  
 702 353-4555

Desert World Realty  
 Rose Elliot O'Steen Addition, Inc.  
 3250 S Hwy 160 #2  
 Pahrump, NV 89060  
 775 727-7000

Freedom Realty  
 Marianne R Kraft  
 5650 Manse Road  
 Pahrump, NV 89061  
 702 737-7575

Greenspan Brokerage  
 Mary Greenspan  
 3170 E Winery Rd  
 Pahrump, NV 89048  
 775 751-6200

Hafen & Hafen Realty Co.  
 Kent Hafen  
 1321 S Hwy 160 #1  
 Pahrump, NV 89048  
 775 727-5363

Help-U-Sell  
 Trish Rippie Realty  
 Patricia Rippie  
 1190 E Hwy 372 #17 & #18  
 Pahrump, NV 89048  
 775 727-4343

Hollis L Harris Realty  
 Hollis L Harris  
 1401 S Hwy 160 # A  
 Pahrump, NV 89048  
 775 727-5407

iRealtyProperties, LLC  
 Lisa Bond  
 3370 S Hwy 160 #3  
 Pahrump, NV 89048  
 775 582-1192  
[lisa@irealtyproperties.com](mailto:lisa@irealtyproperties.com)

Jan Brabham Realty, LLC  
 Janis M Brabham  
 140 E Eton  
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## Appendix A

### Sample Development Agreement with Nye County

# Sample Development Agreement

**A DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**NYE COUNTY,**

**AND**

**(Developer)**

**(Date)**

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This Development Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Nye, State of Nevada (hereinafter "County") and **(Developer Name)** (hereinafter "Developer"), as the Developer of the **(Project Name)** (the **(Project Acronym)**”).

## RECITAL OF PREMISES, PURPOSE AND INTENT

A. Developer or its affiliate controls or has a right of way application with the BLM to develop and operate the **(Project)** on that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property") containing approximately **(Size of Land)** of land, which is the subject of this Agreement. Developer desires to construct a renewable energy project on the Property.

B. The County has authority, pursuant to NRS Chapter 278.0201 to 278.0207 and Nye County Nye County Code, Chapter 16.32, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

C. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Nye County Board of County Commissioners (hereinafter "BoCC"), having given notice as required by law, held a public hearing on Developer's application seeking approval of the form of this Agreement and the execution hereof by the BoCC. At that hearing, the BoCC found that this Agreement is consistent with the County's plans, policies and regulations, including the **(City/Town)** Area Plan and the Master Plan, and that the execution of this Agreement on behalf of the County is in the public interest and is lawful in all respects.

D. On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the BoCC adopted Ordinance No. \_\_\_\_\_ approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance took effect on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The County agrees to record a certified copy of the ordinance as required by NRS Chapter 278.

E. The County desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by County Code, law and this Agreement, to ensure the land use impacts on public services in connection with the Proposed Development are mitigated, as limited to and further defined within specific exhibits attached hereafter, to further the goals

and values of the **(City/Town)** Area Plan and the Master Plan, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, and to otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. The conditions stated in this Agreement will reasonably mitigate the land use impacts that the development of the Property will have on the citizens of Nye County. The County and Developer acknowledge that the conditions of this Agreement were not an inducement for any other land use decision relating to the Property or other action by the County.

The County finds and determines, and the Developer agrees, that the conditions established in this agreement are unique to the Proposed Development and were negotiated at arms length between the County and the Developer, and that the conditions of this Agreement have no binding or precedential effect with regard to future development agreements in the County, and cannot be relied upon by the parties to this Agreement, or future applicants for rezoning, subdivision plat, or other land use approvals in other development agreements.

This Agreement is consistent with and will implement the goals and objectives of the County Code generally, Title 16 Chapter 32 specifically, the **(City/Town)** Area Plan and the Master Plan.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

## **SECTION 1. DEFINITIONS.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Affiliate” means an entity, partnership or corporation which Developer controls, or in which Developer has a controlling interest or which controls Developer.

“Agreement” has the meaning assigned to it in the first paragraph hereof, and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

“Applicable Rules” means and refers to:

1. The following provisions of the Nye County Code, as it existed on the Effective Date:
  - a) Nye County Code, Title 15, Chapters 15.12 (Flood Damage Prevention), 15.16 (Uniform Construction Codes) and 15.20 (Board of Building and Safety Appeals) as may be amended at any time during the term of this Agreement by building codes that apply uniformly throughout the County; and
  - b) Title 16; and
2. This Agreement.

The term "Applicable Rules" does not include:

1. Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than the County;
2. Any fee or monetary payment prescribed by County ordinance which is uniformly applied to development and construction similar to the Proposed Development and subject to the County's jurisdiction, including any increase of fees or monetary payments that are cost-based and uniformly applied to all development and construction within the County or a designated service area. This Definition does not preclude the County obtaining full cost recovery for any cost-based services or infrastructure that are based on variables such as inflation, construction and consumer price indexing to the extent permitted by Nevada or federal law; or
3. Any applicable state or federal law or regulation.

“BLM” means the Bureau of Land Management.

“BoCC” means the Board of County Commissioners.

“Code” means the Nye County Code, as amended by Nye County Ordinances and Resolutions adopted by the BoCC, and including all rules, regulations, standards, criteria, manuals and other references adopted therein.

“County” means the County of Nye, State of Nevada, together with its successors and assigns.

"Developer" means **(Renewable Energy Developer)** as the Developer of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of Section 3.8 of this Agreement.

"Discretionary Approval" means an approval that involves the exercise of significant and extensive factual or legal judgment by the County.

"Effective Date" means the effective date of an ordinance adopted by the BoCC that approves the execution of this Agreement.

"Engineering Standards" means those uniform standards adopted by the County for the design of roads, drainage, and other infrastructure, as may be amended from time to time. The Engineering Standards are currently set forth in the "Guidelines for Design and Review of Development Engineering Submissions," pursuant to Nye County Resolution 2005-02.

"Land Use Application" means any application seeking any approval authorized or required by the Applicable Rules.

"Land Use Plan" means the drawings and specifications attached in Exhibit B.

"Landscape and Buffer Plan" means the drawings and specifications attached in Exhibit C.

"Master Plan" means the 1994 Nye County Comprehensive Plan dated May 3, 1994.

"Master Traffic Impact Analysis" means a comprehensive traffic study prepared in conformance with this Agreement, as amended or conditioned and finally approved by the County.

"NRS" means the Nevada Revised Statutes.

"Planning Department" means the Planning and Development Department of the County.

"Planning Director" means the Director of the County's Planning Department, or his or her designee(s).

"Property" means that certain real property as shown on Exhibit "A".

"Proposed Development" means all development within the boundaries depicted in Exhibit A, as further described in Exhibits B-E.

“Public Works Director” or “Director of Public Works” means the Director of the County’s Department of Public Works or their designee(s).

“Technical Drainage Study” means a study prepared in conformance with this agreement, as amended or conditioned and approved by the County.

"Town Advisory Board" means the (City/Town) Advisory Board.

"Uniform" means applicable throughout the County.

## **SECTION 2. GENERAL PURPOSE AND INTENT.**

This Agreement is predicated upon the following facts and findings:

### **2.1 County Intent.**

The County desires to enter into this Agreement in conformity with the requirements of NRS 278.0201 and as otherwise permitted by law and this Agreement to provide for public services, public uses and impact mitigation, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Proposed Development and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the County in a way that provides the highest economic benefit and least fiscal cost to its citizens, to reasonably mitigate the impacts that the development of the Property will have on the citizens and lands of Nye County, and otherwise achieve the goals and purposes for which the laws authorizing development agreements were enacted.

### **2.2 Developer Intent.**

In accordance with the legislative intent evidenced by NRS Chapter 278, Developer wishes to obtain reasonable assurances that Developer may develop the Proposed Development in accordance with the conditions established in this Agreement. Developer acknowledges that there may be certain insufficient public services, which includes facilities and infrastructure, existing or planned at this time, and in order to develop the Proposed Development, Developer is willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure in the area of the Proposed Development. The Developer’s decision to commence development of the Proposed Development is based on expectations of proceeding and the right to proceed with the Proposed Development in accordance with this Agreement and the Applicable Rules. Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the BoCC and that the Developer

agrees without protest to the requirements, limitations, or conditions imposed by this Agreement.

### **2.3 Incorporation of Recitals.**

The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

## **SECTION 3. GENERAL PROVISIONS.**

### **3.1 Binding Agreement.**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns, including any future and subsequent purchasers.

### **3.2 Reliance on the Applicable Rules.**

The County and Developer agree that Developer will be permitted to complete the entire Proposed Development in accordance with this Agreement and the Applicable Rules.

### **3.3 Modification of Applicable Rules.**

County and Developer acknowledge and agree that this Agreement is specific to the Proposed Development and may not be amended, modified or changed with respect to the Proposed Development without the express written consent of Developer and County, except as otherwise explicitly provided in this Agreement and by state statute. In the event the County adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not apply to the Proposed Development for the duration of this Agreement except as provided herein.

### **3.4 Application of Subsequently Enacted Rules.**

Except as expressly provided by this Agreement, County hereby agrees that no standard, policy, resolution or regulation regarding infrastructure improvements, subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the County upon the Proposed Development, except those in effect at the time of this Agreement. County may hereafter, during the term of this Agreement, apply to the Proposed Development only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after the Effective Date that:

- (a) are not in conflict with the Applicable Rules, or
- (b) that are permitted by subsection 3.5, below.

### **3.5 Imposition of New Fees or Standards.**

Notwithstanding the terms of Section 3.3 and 3.4, above:

- (a) The Proposed Development is subject to all of the following regulations, fees, or other requirements in effect now or in the future:
  - (1) uniform cost-based fees subject to any credits or offsets required by the fee ordinances or Nevada law; and
  - (2) except as provided herein, all regulations governing construction standards and specifications including, without limitation, the County's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the County; and
  - (3) uniform processing fees and charges of every kind and nature imposed by the County to cover the estimated actual costs to the County of processing applications for Permits or for monitoring compliance with any Permits granted or issued; and
  - (4) uniform estimated costs for completing required public improvements that are used to calculate costs for maintenance or warranty guarantees, bonds, or other guarantees or assurances to complete the public improvements that are required for the Proposed Development; and
  - (5) except as provided herein, uniform procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied throughout the County to all substantially similar types of development projects and properties; and
  - (6) the Engineering Standards; and
  - (7) uniform laws and regulations that are reasonably necessary to protect the public health, safety or welfare; and
  - (8) new or changed County ordinances, regulations, plans or

policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.6 and 3.7 of this Agreement are applicable.

- (b) Notwithstanding the foregoing, should the County adopt or amend new standards, ordinances, rules, regulations or policies that exceed the limitations of Section 3.5(a), County shall provide written notice to Developer within thirty (30) days of adoption or amendment of the same to allow Developer sufficient time to conduct due diligence. If the County provides the above stated notice, Developer may reject such new or amended matters by giving written notice to County. If Developer fails to give such written notice within forty-five (45) days of receipt of notice by the County, such ordinances, rules, regulations or policies are deemed accepted by the Developer. County and Developer shall execute a supplement to this Agreement evidencing Developer's acceptance of any new or amended ordinance, rule, regulation or policy.

### **3.6 *Conflicting Federal or State Rules.***

In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the County, this Agreement shall remain in full force and effect as to those provisions not affected.

### **3.7 *Cooperation in Performance.***

The parties hereto agree to cooperate with each other in good faith and to take such additional actions, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this Agreement. Without limiting the foregoing, County agrees that it will not object to any applicable federal and state approvals required for the Proposed Development without first notifying Developer of its objection. The Developer shall not have a right to obtain any Discretionary Approval from the County, however it shall not be unreasonably withheld from the Developer.

### **3.8 *Assignment.***

The Developer shall not sell, transfer, ground lease or assign the Property or this Agreement in whole or in part to any person (other than an Affiliate of the Developer or in accordance with Section 3.8(f)), partnership, joint venture, firm, company or corporation (any of the foregoing, an "Assignee") without the written consent of the County, which shall not be unreasonably withheld.

- (a) The Assignee shall assume in writing all obligations of Developer hereunder, and provide substitute security in a form and an amount acceptable to the County for any security previously provided by Developer in compliance with the Applicable Rules, if any.
- (b) The Assignee shall assume all duties and obligations of Developer.
- (c) Documentation of the financial stability of any Assignee shall be provided to County prior to the assignment. The County, using reasonable financial criteria, will approve, approve with conditions, or disapprove such transfer in order to ensure that the Assignee has the same ability to fulfill the obligations of this Agreement as the Developer.
- (d) Except as expressly provided herein, no assignment or transfer of any portion of the Proposed Development shall relieve Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement. The County may, in its reasonable discretion, release the Developer of one or more of such obligations in a writing agreed to and executed by the County.
- (e) This subsection shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.
- (f) Subject to subsections (a) through (e) above, Developer has full discretion and authority to transfer, assign or encumber the Proposed Development or portions thereof to financing parties, in connection with financing transactions that are related to the Proposed Development, without the permission of or notice to County. All such financing transactions shall be subject to the terms and conditions of this Agreement.

### **3.9 Amendment of Agreement.**

Except as otherwise permitted by NRS Chapter 278 and this Agreement, this Agreement may be amended from time to time upon the mutual written consent of the parties hereto. All proposed amendments shall be considered solely by the BoCC for adoption or rejection, provided however that the BoCC reserves the right to require the Developer to consult with the Town Advisory Board if a proposed amendment would, in the County's opinion, affect that entity.

### **3.10 Indemnity; Hold Harmless.**

Except as expressly provided in this Agreement, Developer shall hold County, its officers, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct operations of Developer or those of its employees, which relate to the development of the Proposed Development. Developer agrees to and shall defend County and its officers, employees, and representatives from actions for damages caused by reason of Developer's activities in connection with the development of the Proposed Development, provided that County gives prompt notice to Developer of such actions and claims and cooperates with Developer in the resolution of such actions and claims, including any settlement thereof. Developer agrees to provide and pay all costs, attorneys fees, and damages related to a defense for County in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of County, its officers, agents, employees, or representatives.

### **3.11 Binding Effect of Agreement.**

The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the Property which is the subject of this Agreement.

### **3.12 Relationship of Parties.**

It is understood that the contractual relationship between County and Developer is such that Developer is not an agent of County for any purpose and County is not an agent of Developer for any purpose.

### **3.13 Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all of any part of the subject matter hereof.

### **3.14 Waivers.**

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of County and/or Developer, as the case may be.

### **3.15 Recording; Amendments.**

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Nye County, Nevada. Except as otherwise provided by NRS Chapter 278, all amendments hereto must be in writing signed by the appropriate officers of County and Developer in a form suitable for recordation in the Official Records of Nye County, Nevada. Upon completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Nye County, Nevada.

The Clerk of the Nye County Commission must record any agreement with a federal, state or local agency that is executed in full or partial fulfillment of any requirement of this Agreement, within a reasonable time after approval of the agreement, with the County Recorder. The Developer shall provide a true, signed original agreement to the Clerk of the Nye County Commission for this purpose.

### **3.16 Headings; Exhibits; Cross References.**

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

## **SECTION 4. PLANNING, DEVELOPMENT AND MAINTENANCE OF THE PROPOSED DEVELOPMENT.**

### **4.1 Permitted Uses, Height and Size of Structures.**

Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Proposed Development, the density of uses and the permitted uses of the land.

- (a) The permitted structures and uses of the Property shall be those either depicted in Exhibit B or described in Exhibit D.
- (b) Subject to modifications mutually agreeable to County and Developer, the Proposed Development shall comply with the Land Use Plan attached in Exhibit B hereto. Notwithstanding the above, where feasible, all administrative and service buildings constructed on the site shall utilize

colors to emulate the natural colors found in the surrounding area (a color palette of browns, tans, etc.).

- (c) The parties agree that the Proposed Development will contain design elements to mitigate the visual impact of the project. Accordingly, subject to modifications mutually agreeable to County and Developer, the Proposed Development shall conform to the Landscape and Buffer Plan attached as Exhibit C.
- (d) To the extent feasible, exterior lighting shall be directed downward and designed to minimize its impact on the dark-sky visual environment. Prior to commencement of construction, Developer shall provide the Planning Director a lighting plan for review.
- (e) The Proposed Development must comply with any other requirements, limitations, or conditions imposed by this Agreement.

#### **4.2 Effect of Amendments.**

County acknowledges that Developer is anticipating that the entire Property will be developed in accordance with this Agreement and with any future amendments thereto, provided however, that the Proposed Development shall be developed in accordance with the Applicable Rules as set forth herein.

#### **4.3 Modifications to the Proposed Development.**

- (a) A nonmaterial modification is a modification made by the Developer that:
  - (1) meets or exceeds the requirements of this Agreement;
  - (2) does not increase the amount of land area covered by this Agreement; and
  - (3) does not involve a substantial change to the Land Use Plan or the Landscape and Buffer Plan; and
  - (4) involves the rearrangement of uses or structures depicted in the Land Use Plan if such change is within the scope of the applicable state and federal approvals of the Proposed Development.
- (b) Nonmaterial modifications shall be provided to the Planning Director for his or her information.

- (c) A material modification includes any modification that does not qualify as a nonmaterial modification. Material modifications shall be reviewed and acted upon by the Planning Director within thirty (30) days. If Developer is aggrieved by the Director's decision, Developer may appeal that decision in accordance with §16.36.080.E of the Code.

#### **4.4 Additional Property.**

Developer may not include property outside the boundaries of the Proposed Development within the terms of this Agreement without the prior approval of the BoCC. If Developer requests additional property to be included, the BoCC must reconsider additional impacts of the proposed additional development and must ensure that all impacts are appropriately mitigated through Developer contributions, impact fees, and any other allowable revenue source. Furthermore, the BoCC reserves the right to adjust the terms of this Agreement as a condition for allowing the addition of property.

#### **4.5 Processing of Applications.**

- (a) The County acknowledges the Developer's desire to have timely reviews of studies, maps, plans, applications for permits, Land Use Applications and other authorizations for development of and within the Proposed Development submitted by Developer (collectively, the "Applications"). The County Schedule (defined below) does not apply to the public hearing portion of any Application for which a public hearing is required under the Applicable Rules.
- (b) The County deems the schedule ("County Schedule") set forth in the table below to be a reasonable estimate of time for the County to process Applications. Developer acknowledges that County's ability to process reviews in accordance with the County Schedule is based on Developer's quality of submission and timely and accurately addressing the written comments provided by the County with respect to such Applications. Should County reject any submission due to its lack of clarity and completeness, the submission will be returned to the Developer within the timeframes set forth in the County Schedule and the review time shall be restarted upon resubmission of complete submittals. The County Schedule is expressed in Business Days ("bd") from the date of a complete submittal. Failure of County to complete its review within the timeframes in the County Schedule shall not require the County to approve any of the Applications.

Category	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	3 <sup>rd</sup> and Subsequent Reviews*	Mylar/Map Signatures
1. Hydrology Studies	15 bd	10 bd	5 bd	N/A
2. Traffic Studies	15 bd	10 bd	5 bd	N/A
3. All other Land Use Applications	15 bd	10 bd	5 bd	5 bd

\*If 3<sup>rd</sup> or subsequent review is required

- (c) Developer shall have the option to request County to utilize a consulting firm or outside consultant ("Consultant") to process the Application at Developer's expense pursuant to the provisions of subsection (d) below. County may also, in its own discretion, utilize a Consultant.
- (d) Whenever the Parties utilize a Consultant, the Consultant shall enter into a standard County professional services agreement governing the terms of their relationship ("Consultant Agreement"). The Consultant Agreement shall contain the following provisions:
  - (1) Developer shall pay cost of the Consultant; and
  - (2) The Developer shall have the right to evaluate the performance of the Consultant.
- (e) The Parties' decision to use a Consultant does not extend the time frames set forth in the county Schedule without the mutual written agreement of the parties.

## **SECTION 5 REVIEW AND DEFAULT**

### **5.1 Frequency of Reviews; Biennial Review.**

Pursuant to NRS Chapter 278.0205.1 and Section 16.32.110 of the Code, the BoCC may, pursuant to written notice to Developer, review the development once every twenty-four (24) months during the term of this Agreement. In the event the BoCC provides such notice, Developer shall have sixty (60) days to provide a written report to BoCC containing information regarding the progress of development of the Proposed Development. In the event Developer fails to submit such a report, Developer shall be in default of this Agreement. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response.

## **5.2 Opportunity to be Heard.**

The report required by this Section shall be considered solely by the BoCC in accordance with the rules and procedures of Section 16.32 of the Nye County Code. County and Developer shall each be permitted an opportunity to be heard orally and in writing before the BoCC regarding performance of the parties under this Agreement.

## **5.3 General Provisions-Default.**

In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days after the event of noncompliance a notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which the default may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such cure period shall not be less than sixty (60) days, nor exceed ninety (90) days. If the default is corrected within the period, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give (unless the default has been cured or waived prior to such date) notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the BoCC.
- (b) Amendment or Termination by County. Following consideration of the evidence presented before the BoCC and a finding that a default has occurred by Developer and remains uncorrected, County may amend (pursuant to Section 3.9) or terminate this Agreement. In the event of default by Developer, County shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of Developer's obligations hereunder under the procedures set forth in this Section and Section 5.5. County also reserves the right to terminate this Agreement and pursue collection and/or performance of any of Developer's obligations that were required by this Agreement up to the point of termination. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Developer, as determined under the Applicable Rules and Nevada Law, existing or received as of the

date of the termination and to the extent that Developer has performed its obligations under this Agreement. Developer shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.5 hereof.

- (c) Termination by Developer. In the event County substantially defaults under this Agreement, Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of County's obligations hereunder under the procedures set forth in this Section and Section 5.5.
- (d) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

#### **5.4 Unavoidable Delay, Extension of Time.**

Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than County) to perform acts or deeds necessary to the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties ("Force Majeure"). In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to County within sixty (60) days after the commencement of a Force Majeure, an automatic extension of time, unless otherwise objected to by County within thirty (30) days of such written notice, shall be granted coextensive with the period of the Force Majeure, or longer as may be required by circumstances or as may be subsequently agreed to between County and Developer.

#### **5.5 Legal Action.**

County and Developer agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this Agreement that would be greater than without this Agreement. Accordingly,

County and Developer may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Applicable Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, and the failure of the notified party to cure such non-compliance within the time period set forth in Section 5.3, a public hearing must be held by the BoCC where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court, and the decision of the BoCC shall be reviewed in conformance with Nevada law. Judicial review of the decision of the BoCC shall be limited to the evidence presented to the BoCC at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall reside exclusively with the Fifth Judicial District Court, State of Nevada.

### **5.6 Notices.**

All notices required by this Section shall be sent in accordance with Section 9.

### **5.7 Applicable Laws; Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

## **SECTION 6. INFRASTRUCTURE OBLIGATIONS AND LAND USE MITIGATION MEASURES**

### **6.1 Generally**

- (a) Developer shall provide the infrastructure and land use mitigation measures described in this Section.
- (b) All bonds, including performance bonds, letters of credit and bank guarantees to be provided by Developer that are required to provide financial assurance for the provision or maintenance of infrastructure pursuant to this Section must be issued by an entity that has at least an AAA rating with A.M. Best, A- by Standard and Poors or Baa3 by Moody's Investor Services, obtained by Developer to cover One Hundred and Fifteen percent (115%) of the estimated cost of infrastructure identified by any Master Studies or the County Engineer or his or her designee.

- (c) Developer shall make a good faith effort to purchase a reasonable amount of goods related to operation of the facility from Nye County vendors; provided such goods are comparable in price, quality and availability to goods otherwise available for purchase by Developer and such goods are not subject to an exclusive purchasing contract. Developer shall conduct annual vendor information sessions in Nye County to educate vendors regarding Developer's procurement process.

To the extent allowed under applicable laws, Developer shall accept delivery of all construction and related materials within the boundaries of the Proposed Development. Notwithstanding the above, Developer shall pay a use tax in accordance with NAC 372.055 for any construction and related materials for which Developer cannot through reasonable diligence accept delivery at the Proposed Development, or such delivery would result in an unreasonable delay to the construction of the Facility. Provided, however, nothing in this paragraph shall require payment of a use tax to the extent Developer has been granted a partial abatement pursuant to NRS 701A.300 to 701A.390 (AB 522-2009-Sections 28 and 106.5). Developer shall provide County with copies of all sales tax filings it makes with the State of Nevada. County shall have the right to audit such filings to ensure compliance with the provisions of this Agreement.

- (d) County acknowledges that certain rights-of-way and easements outside the boundaries of the Proposed Development may be necessary for development and construction of the improvements described in this Agreement. The County shall cooperate (including, where applicable, being the applicant for state and federal approvals) with Developer (at Developer's cost and expense) in obtaining such necessary rights-of-way and easements, so as not to delay development and construction of such improvements. In the event the parties are unable to obtain the necessary right-of-way or easement in the time or manner consistent with the Developer's obligation to complete the improvement, County and Developer may agree to adjust the timeline. In the alternative, and when supported in the studies contemplated by this Agreement, the parties may agree, in writing, that Developer may proceed with the development and use of an alternative right-of-way or easement approved by County.
- (e) Developer shall comply with the applicable provisions of NRS 361.157 and NRS 361.159.

- (f) Prior to commencement of construction, Developer shall amend the boundaries for its BLM right of way application to remove all property **(north/south/east/west)** of the alignment of **(Street/Road/etc.)**

## **6.2 Emergency Services**

- (a) Facility Emergency Plan. Prior to accepting hazardous materials within the boundaries of the Proposed Development, Developer shall provide the County a facility emergency plan which contains:
  - 1) a description of the training, equipment, facilities and procedures that will be used to respond to emergencies occurring within the boundaries of the Proposed Development; and
  - 2) certification that such equipment, facilities and procedures have been approved by all applicable state and federal authorities.
- (b) Response Protocols. County and Developer shall jointly develop emergency response protocols and shall jointly establish the respective responsibilities of the Parties.
- (c) Sheriff. Within 60 days of obtaining financing for construction of the **(Project)**, and annually thereafter for the term of the Agreement, Developer agrees to pay County **(Amount)** for County's use in providing law enforcement services. County agrees to use such funds solely for the purpose of providing law enforcement services in the **(City/Town)**.
- (d) Fire Protection Training. Developer shall annually, for as long as the **(Project)** is operating, provide emergency and fire protection training for up to four (4) individuals identified by County. County shall give priority to individuals who serve in the **(City/Town)** Fire Department. Such training shall be the equivalent of training provided to Developer's on-site personnel.
- (e) Water Supply. Within 60 days of obtaining financing for construction of the **(Project)**, Developer shall provide County, in a location selected by Developer, for as long as the **(Project)** is operating, access to a water supply for County's use in responding to fires within the **(City/Town)**. County agrees to utilize the water supply only for such purposes.

## **6.3 Medical Services**

Within 60 days of obtaining financing for the construction, and annually

thereafter for the term of the Agreement, Developer agrees to pay County **(Amount)** for County's use in providing staff and equipment for County's medical clinic for the benefit of community medical services. County agrees to use such funds solely for such purpose.

#### **6.4 Water.**

The parties acknowledge that the Developer will have adequate water rights for the Property and the County has no role in the allocation of water. Developer shall advise County of all applications it files for state or federal approval of the appropriation and use of water for the Proposed Development.

#### **6.5 Sanitary Sewer.**

- (a) Developer shall provide sanitary sewer system facilities as needed to mitigate the impacts of the Proposed Development. County has no obligations, and is not obligated to pay any financial costs, associated with obtaining the construction or maintenance of sanitary sewer facilities or the acquisition of rights-of-way, permits, easements, or other interests not owned by Developer necessary to construct the facilities required in this Section.
- (b) With respect the location, design and operation of any proposed wastewater treatment facility, the Developer shall ensure full compliance with applicable Nevada State laws and regulations, and in particular, the implementation of NAC 445A.285 and Nevada Division of Environmental Protection WTS-21.

#### **6.6 Transportation.**

- (a) Traffic Studies. Prior to commencement of construction, Developer shall submit a Master Traffic Impact Analysis for review and approval by County. The Analysis shall address the impacts, if any, of the transportation of employees to and from the Proposed Development. Developer shall provide the improvements required in the approved Master Traffic Impact Analysis in order to mitigate the land use impacts of the Proposed Development.
- (b) **(Access Road)** Developer will improve **(Access Road)** (the "Access Road"), in accordance with the approved Master Traffic Impact Analysis. County agrees that, until such time as the Access Road is completed and available for use, Developer can utilize other access routes depicted on Exhibit E. Upon completion of construction of the Proposed Development, Developer shall restore the Access Road to the standards prescribed in the Master Traffic

## Impact Analysis.

- (c) Realignment of **(Street/Road/etc.)**. Developer, at its cost, shall realign **(Street/Road/etc.)** in conformance with the Land Use Plan. The current alignment of **(Street/Road/etc.)** shall remain open and available for use by the general public until construction of the new alignment is complete. Upon completion of construction of the new alignment: 1) Developer shall dedicate or otherwise transfer rights to the new alignment to County; and 2) County shall vacate or abandon its interests in the old alignment.
- (d) Reimbursement for Cost to Construct the Access Road. County acknowledges that the Access Road may provide benefit to property outside the Proposed Development. Therefore, County agrees to require, as allowed by law, as a condition to development of any such benefitting properties, that the proponent of the development reimburse a prorata share of Developer's cost to improve and restore the Access Road. If reimbursements are made, County either will collect them from other benefitting properties and reimburse Developer in an amount equal to such reimbursements or facilitate direct payment to Developer, as allowed by law. For purposes of this subsection, the Access Road shall be deemed to provide a benefit to property if based on applicable law, either: 1) the property takes access to or from the Access Road; or 2) the proposed development will create significant traffic that will use the Access Road.

## **6.7 Storm Drainage**

- (a) Technical Drainage Study. Prior to commencement of construction, Developer will submit to the County a Technical Drainage Study for the Proposed Development for review and approval by the County. Developer shall provide the improvements required in the approved Technical Drainage Study in order to mitigate land use impacts of the Proposed Development.
- (c) Maintenance and repair of all proposed easements for drainage/utility use shall be the sole responsibility of the Developer. The Developer shall provide a maintenance bond or letter of credit to the County to guarantee maintenance and repair of all drainage and storm water management facilities and utility easements while this Agreement is effective or while Developer has the right to use the Property, whichever is longest. The amount of the security shall be a minimum of 115% of estimated costs.

**6.8 Assurance for Completion and Maintenance of Improvements.**

Developer shall provide performance bonds or irrevocable commercial letters of credit for all roadway and storm drainage improvements that are identified in this Agreement and/or through an approved Master Traffic Impact Analysis and the approved Technical Drainage Study. Such bond amounts or letters of credit shall reflect 115% of the total estimated cost for the work to be done by Developer under this Agreement as determined or approved by the Director of Public Works, and shall be adjusted no less frequently than every two years, for inflation and escalation in construction cost using a published and generally accepted cost index.

**6.9 Maintenance of Landscape Buffer Improvements.**

Developer may, with the BOCC's written consent, transfer maintenance of some or all of the improvements shown on the Landscape and Buffer Plan to County. In such event, the Parties shall execute a license and maintenance agreement or other binding documentation, which shall require Developer to reimburse County for its annual costs to complete the maintenance.

**6.10 Limitation on Developer's Obligations**

Except for the payment of applicable sales and property taxes (less allowable reductions and abatements), Developer shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including assessments or fees, or to provide facilities or improvements beyond those specifically identified in this Agreement.

**SECTION 7. EMPLOYMENT**

The parties agree that the provision of employment opportunities for local and County residents will assist in mitigating the impacts of the Proposed Development, and acknowledge that the Developer has an incentive to hire local or County residents. Accordingly, Developer agrees that, during operations, it will use commercially reasonable efforts to ensure that a significant portion of the personnel employed and assigned to the project will be full time employees with benefits. Developer further agrees that it will conduct public meetings in the **(City/Town)** to provide information about employment opportunities relating to the Proposed Development: 1) at least twice prior to commencement of construction; and 2) at least twice prior to commencement of operations. Developer further agrees to assist the **(College/University)** in developing a curriculum to train potential employees.

Subject to all applicable legal requirements, conditions of financing, and other requirements applicable to the **(Project)**, including but not limited to Department of Energy Loan Guarantee requirements, Davis-Bacon and related Acts, and any other applicable requirements, Developer will make commercially reasonable efforts to hire applicants who reside in Nye County for the construction and operations of the **(Project)** and to request its contractors and subcontractors for the construction and operations of the **(Project)** to do the same, provided that such applicants are in Developer's sole discretion qualified for such employment. Developer will provide County prior notice of its intent to enter into any labor agreement for the construction or operation of the **(Project)**.

## **SECTION 8. CONSTRUCTION STANDARDS AND INSPECTIONS**

### **8.1 Construction Standards.**

(a) County and Developer acknowledge that construction of the Proposed Development will be governed by specialized state and federal codes and regulations (the "Construction Standards"). It is the parties' intent to establish a procedure for certifying compliance with the Construction Standards that minimizes unnecessary delay and cost to both County and Developer.

(b) Prior to commencing construction, Developer shall provide County:

- 1) a description of the applicable Construction Standards;
- 2) a list of the state, federal and other authorities responsible for ensuring compliance with the Construction Standards;
- 3) the qualifications needed for a person to inspect construction within the Proposed Development and to certify compliance with the Construction Standards; and
- 4) a copy of all construction plans and drawings prepared for use in certifying compliance with the Construction Standards.

### **8.2 Inspection and Certification.**

Developer shall have construction within the Proposed Development inspected by an independent consultant with the qualifications set forth in section 8.1 (b) (3) above. Upon completion of each inspection, Developer shall provide County a certification from the consultant that the

8.3 construction complies with the Construction Standards.  
Conflict with Applicable Rules.

To the extent that the Construction Standards conflict with the Applicable Rules, the Construction Standards shall control. The provisions of Chapters 15.16 and 15.20 of the Code shall govern only if: i) the proposed construction activity is specifically governed by those chapters; and ii) the activity is not governed by the Construction Standards.

**SECTION 9. NOTICES/RECORDATION.**

9.1 All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by express mail or certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: County of Nye,  
A political subdivision  
\_\_\_\_\_  
Pahrump, Nevada \_\_\_\_\_  
Attention: Planning Director

To Developer: **(Company Name)**  
**(Street Address Line 1)**  
**(Street Address Line 2)**  
**(City, State, Zip)**

With Copy to: **(Company Name)**  
**(Street Address Line 1)**  
**(Street Address Line 2)**  
**(City, State, Zip)**

Either party may change its address and/or contact persons by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

9.2 Recording. Promptly after execution hereof, County shall record an executed original of this Agreement in the Official Records of Nye County, Nevada. Upon completion of the performance of this Agreement, or its

earlier expiration, revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the County and Developer and shall be recorded in the Official Records of Nye County, Nevada.

## **SECTION 10. SEVERABILITY OF TERMS.**

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the parties.

## **SECTION 11. DURATION OF AGREEMENT.**

- 11.1** Except as provided herein, this Agreement shall expire 5 years after the Effective Date.
- 11.2** Developer may terminate this Agreement any time prior to commencement of construction by delivering written notice to County that Developer was unable to obtain financing or any required state or federal approval of the Proposed Development.
- 11.3** The BoCC may, in its reasonable discretion, extend the term of this Agreement upon the following conditions:
- (a) Developer provides written notice of its desire for an extension to County prior to the expiration of the original term of this Agreement; and
  - (b) Developer is not in default of this Agreement.
- 11.4** When approved by the BoCC, the extension shall be granted in writing after:
- (a) notice of intention to amend the Agreement has been published as provided in NRS 278.0205; and
  - (b) the BoCC has approved an ordinance approving the extension that includes:

- (1) a statement of the justification for the extension; and
- (2) the duration of the extension; and
- (3) any further conditions agreed to by the BoCC and the applicant, which conditions may be incorporated by reference in the ordinance.

**11.4** Expiration of this Agreement, or any extension thereof, shall not in any manner affect Developer's right to operate the **(Project)**, and shall not rescind, modify or terminate any vested right in favor of Developer, as determined by Nevada law, to the extent that Developer has performed its obligations under this Agreement.

Permanent cessation of operations and decommissioning of the **(Project)** shall be done in compliance with all applicable state and federal permits and regulations.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

COUNTY:

DEVELOPER:

Board of County Commissioners

**(Developer Name)**

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

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

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

Approved as to Form: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

SUBSCRIBED AND SWORN TO before me  
on this \_\_\_\_ day of \_\_\_\_\_,  
2010.

County Clerk

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

\_\_\_\_\_  
Notary Public in and for said County  
and State

EXHIBIT A

Legal Description and Map Showing Boundaries of Property Subject To Agreement

EXHIBIT B

Land Use Plan

EXHIBIT C

Landscape and Buffer Plan

EXHIBIT D

Description of Project/Permitted Uses

EXHIBIT E

Map Showing Access Routes

**EXHIBIT A**

LEGAL DESCRIPTION

AND

MAP SHOWING BOUNDARIES OF PROPERTY SUBJECT TO  
AGREEMENT

## **EXHIBIT B**

### LAND USE PLAN

# **EXHIBIT C**

## LANDSCAPE & BUFFER PLAN

## **EXHIBIT D**

DESCRIPTION OF PROJECT/PERMITTED USES

## Description of Project/Permitted Uses

### **Project Summary**

#### **Example Summary Headers**

**Power Blocks**

**Thermal Energy Storage**

**Cooling Systems**

**Buildings within the Power Block**

**Electrical System**

**Water Supply and Use**

**Hazardous Materials Management**

**Wastewater Treatment**

**Fire Protection**

**Telecommunications and Telemetry**

**Lighting System**

**Fencing and Security**

**Temporary Construction workspace, Yards, Staging Areas**

**Site Drainage and Earthwork**

**Construction**

**Operations and Maintenance**

# **EXHIBIT E**

MAP SHOWING ACCESS ROUTES



## Appendix B

### BLM Rights-of-Way Application Informational Packet



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Washington, D.C. 20240  
<http://www.blm.gov>



In Reply Refer To:  
2800 (350) P

FEB 07 2011

Instruction Memorandum No. 2011-061  
Expires: 09/30/2012

To: All Field Offices

From: Director

Subject: Solar and Wind Energy Applications – Pre-Application and Screening

**Program Area:** Right-of-Way Management, Solar and Wind Energy.

**Purpose:** This Instruction Memorandum (IM) provides updated guidance on the review of right-of-way applications for solar and wind energy development projects on public lands administered by the Bureau of Land Management (BLM).

**Policy/Action:** This IM updates the Solar Energy Development Policy (IM 2011-003) issued October 7, 2010, and the Wind Energy Development Policy (IM 2009-043) issued December 19, 2008. The BLM's policy is to facilitate environmentally responsible development of solar and wind energy projects on public lands, in accordance with the provisions of Secretarial Order 3285A1 (Secretarial Order) dated March 11, 2009, as amended February 22, 2010. Such development must also be consistent with protection of areas and resources of national interest, including the BLM National Landscape Conservation System, units of the National Park System, National Forest System, national wildlife refuges, and other specially designated areas that protect wildlife, visual, cultural, historic or paleontological resource values. Early coordination and careful review of proposed renewable energy projects with Federal, state, tribal and local government agencies before committing significant resources to the processing of solar and wind energy development right-of-way applications will assist the BLM in identifying and prioritizing those applications that have the fewest resource conflicts and the greatest likelihood of success in the permitting process. In order to achieve these goals, the BLM will require all prospective applicants to schedule and participate in at least two pre-application meetings with the BLM before filing an application for solar or wind energy development. In addition, if not previously held, meetings will also be required for any existing applications where a Notice of Intent (NOI) has not already been issued or the environmental review process has not been initiated for a project. This "Smart from the Start" approach is consistent with the goals of the Secretarial Order to facilitate environmentally responsible development of solar and wind energy projects on

the public lands and the Secretary's affirmative duty to protect areas and resources of national interest.

### Pre-Application Discussions

Applications for proposed solar and wind energy development projects are processed as rights-of-way under Title V of the Federal Land Policy and Management Act (FLPMA) and Title 43, Part 2800 of the Code of Federal Regulations (CFR). The processing of solar and wind energy development right-of-way applications must comply with the BLM's planning, environmental, and right-of-way regulatory requirements.

The right-of-way regulations encourage prospective applicants to schedule a pre-application meeting with the BLM before filing an application for a proposed solar or wind energy development project on the public lands (43 CFR 2804.10(a)). The purpose of the pre-application meeting, as generally outlined in the regulations, is to identify potential environmental and siting constraints, determine whether lands are available for proposed right-of-way uses, discuss potential alternative site locations, discuss timeframes for processing proposed applications, inform applicants of financial obligations in processing an application, and to facilitate coordination with Federal, state, tribal and local government agencies.

The pre-application process can help identify necessary studies of environmental, wildlife, visual resource, and cultural resources or other information that may be needed; assess public interest and concerns; identify other existing authorized uses within or near the project area; and allow for possible consideration of potential alternative site locations and project configurations before a right-of-way application is submitted to the BLM. The pre-application process provides an opportunity to direct development away from lands with high conflict or sensitive resource values towards low conflict areas such as previously disturbed sites, areas adjacent to previously disturbed or developed sites, and locations that minimize construction of roads and/or transmission lines.

The pre-application process also allows the BLM to understand the interests and objectives of the applicant, including any constraints or flexibility with respect to the proposal (e.g., timing or location constraints based on loan guarantees, power purchase agreements, or transmission connections) and any consideration that has been given to siting on non-federal lands. Other federal agencies (e.g., National Park Service, U.S. Fish & Wildlife Service, Department of Defense, Forest Service, or U.S. Army Corps of Engineers), tribes, and state and local agencies (e.g., state fish and game agencies), as appropriate, will be invited to participate in the pre-application process to ensure issues and concerns can be given full consideration early in the process. The BLM encourages State and Field Offices to establish consultation or coordination agreements with other Federal, state, and local agencies and with Tribal governments to facilitate this process.

The pre-application process can also provide the opportunity to initiate early discussions with grazing permittees that may be affected by the proposed project (43 CFR 4110.4-2(b)). These pre-application discussions can inform the permittee of the proposed solar or wind energy development project, discuss how the proposed project may impact grazing operations, address

possible mitigation or compensation strategies, and encourage the permittee to participate in the future environmental review process for the project if a right-of-way application is submitted to the BLM.

The BLM will document pre-application activities, for both existing and new applications, as part of the project file for a renewable energy right-of-way, and summarize this information in the environmental review document prepared for the project. This information may also be summarized during scoping meetings and other public meetings that are part of the environmental review process (with appropriate care and consideration given to any proprietary information or information of a sensitive nature). By thoroughly describing the pre-application activities, the public will have a better understanding of the preliminary review and modifications that went into developing the project proposal and alternatives that are being analyzed in the environmental review document. It is also important to document the existing decisions that are used to guide pre-application activities. For example, pre-application work often involves modifying an applicant's preliminary project proposal to bring it into conformance with existing law, regulations and policy, and with the existing BLM land use plan. These land use plan decisions protect important resource values and resource uses and were developed through an extensive public process. Through tiering and incorporation by reference (40 CFR 1502.20 and 1502.21) the environmental review document can apply these prior resource analyses to the evaluation of alternatives for the right-of-way application and provide a basis for deciding which alternatives warrant detailed study.

Pre-application activities can be incorporated into an environmental review document as part of the background information for the proposed action. This information should also be reflected in the alternatives section of the environmental review document, either as part of the alternatives considered but eliminated from further analysis, or as an alternative that is given detailed consideration in the environmental review document.

#### Requirement for Pre-Application Meetings

To ensure compliance with the purpose of the regulations, the BLM will require that all prospective applicants schedule and participate in at least two pre-application meetings with the BLM before the BLM will accept a right-of-way application for a proposed solar or wind energy development project on the public lands. The BLM will not accept any new solar or wind energy development right-of-way application without holding the pre-application meetings required by this IM. In addition, meetings will also be required for any existing applications where a NOI has not already been issued or the environmental review process has not been initiated for a project. These pre-application meetings will be required for all wind energy development applications, but are discretionary for wind energy site testing applications. The BLM authorized officer may determine that additional pre-application meetings are necessary before the BLM will accept a right-of-way application.

The purpose of the first pre-application meeting with the BLM is to discuss the general project proposal, the status of BLM land use planning in the area, the potential land use and siting constraints, the potential environmental issues in the area, the potential alternative site locations for the project, and to discuss the BLM right-of-way application process.

The purpose of the second pre-application meeting is to initiate and ensure early coordination with Federal, state, tribal and local government agencies as required by the regulations (43 CFR 2804.10(b)). This coordination will enhance the consideration and protection of the resources and values associated with shared landscapes and other resources that may be affected by a proposed solar or wind energy development project on the public lands. This coordination must be initiated prior to the BLM's acceptance of a right-of-way application and before significant resources are committed to the processing of an application. This dialogue provides an opportunity to discuss potential environmental and siting constraints and modify the proposed project as appropriate before an application is accepted by the BLM. For example, the Fish and Wildlife Service could use this meeting to advise project applicants of any guidance applicable to the proposed project, including guidance related to golden eagles, the Migratory Bird Treaty Act, or the Endangered Species Act.

The BLM will work with the prospective applicant in scheduling the pre-application meeting with the other land managers and stakeholders as required by this IM. The other land managers and stakeholders include parties such as:

- Federal agencies (e.g., Bureau of Reclamation, Department of Defense, Fish and Wildlife Service, Forest Service, and National Park Service).
- Managers of adjacent or proximate BLM field offices and National Landscape Conservation System units.
- Tribal governments.
- State agencies (e.g., State Land Department, State Parks, and State Fish and Game).
- County and local government agencies (e.g., county jurisdictions, managers of municipal watersheds and local parks).

#### Review and Screening of New and Existing Applications

The BLM will not accept a solar or wind energy development right-of-way application without holding the pre-application meetings required by this IM. Based on the discussions during the pre-application meetings and the recommendations of affected Federal, state, tribal, and local government land managers, the BLM authorized officer may recommend that an application not be filed for the proposed project or that a proposed project be modified prior to submission of an application. If a proposal does not avoid areas where development would cause significant impacts to sensitive resources and values that are the basis for special designations or protections, the BLM may exercise its discretion to not accept and to reject the application. Additionally, no application will be processed until an applicant has submitted a complete right-of-way application with sufficient detail to initiate the environmental analysis and review process, and the applicant has provided cost recovery fees as required by the regulations (43 CFR 2804.14).

The BLM will review all new and existing solar and wind energy development right-of-way applications for land use plan conformance (43 CFR 1610.5-3). In cases where solar or wind energy development proposals are not in conformance with an existing BLM land use plan, it may be appropriate to amend the land use plan concurrently with processing the application

using the same environmental review process. Projects that would require major land use plan revisions should be avoided. Projects in the California Desert District may be consistent with land use classifications in the California Desert Conservation Area (CDCA) Plan but may require minor amendments to identify the specific site as suitable for renewable energy development.

Applications for solar and wind energy development projects that are within specially designated areas that are closed to right-of-way applications or within BLM National Landscape Conservation System units (other than the California Desert Conservation Area) will not be accepted and will be rejected. The BLM may also exercise its discretion to not accept and to reject an application if a proposed project is determined, in consultation with other appropriate Federal land management agencies, to have the potential to cause unacceptable impacts to important resources and values, including impacts to specially designated areas.

Although the BLM may accept a solar or wind energy development right-of-way application, it retains the discretion to prioritize the processing of such applications. The right-of-way regulations (43 CFR 2804.25) define the processing timeframes for right-of-way applications, but also provide authority to the BLM authorized officer to notify the right-of-way applicant in writing of the reasons for delays in processing an application. The BLM has the discretion to screen applications for environmental or resource conflict issues and to prioritize the processing of applications based on those considerations.

The BLM's goal is to encourage and facilitate environmentally responsible development of solar and wind energy projects on the public lands, consistent with the provisions of the Secretarial Order. The screening and prioritization process provides an opportunity to direct development away from lands with high conflict or sensitive resource values and towards low conflict areas such as previously disturbed sites, areas adjacent to previously disturbed or developed sites, and locations that minimize construction of new roads and/or transmission lines. Applications in high conflict areas will be more difficult to process and require a greater level of consultation, analysis, and mitigation to resolve issues or may not be feasible to authorize. Such applications may be given a lower priority for action. Applications with fewer resource conflicts are anticipated to be easier and thus less costly and time-consuming for BLM to process. Projects that avoid impacts to specially designated areas will be given a higher priority for processing. However, it should be noted that an application that may have initially been identified as a project in a low conflict area, may later through additional surveys and data collection be determined to be in an area with greater resource conflict issues. These project applications could later be determined to be a lower priority for processing.

The BLM will use the following screening criteria to assist in prioritizing the processing of solar and wind energy development right-of-way applications.

#### Screening Criteria

Low Potential for Conflict – timely or expedited authorizations possible:

- Lands specifically identified for solar or wind energy development in BLM land use plans;

- Previously disturbed sites or areas adjacent to previously disturbed or developed sites;
- Locations that minimize construction of new roads and/or transmission lines;
- Lands adjacent to designated transmission corridors;
- Lands currently designated as Visual Resource Management Class IV;
- Lands identified as suitable for disposal in BLM land use plans.

Medium Potential for Conflict – projects that have resource conflicts that can potentially be resolved:

- Designated BLM special management areas, including ACEC areas, that provide for some limited development;
- Lands with wilderness characteristics outside Wilderness and Wilderness Study Areas that have been identified in an updated wilderness characteristics inventory;
- Right-of-way avoidance areas;
- Areas where project development may adversely affect properties listed in the National Register of Historic Places or areas with sensitive cultural and/or historic resource values and other designated areas such as National Natural Landmarks and National Historic Landmarks;
- Areas where project development may adversely affect National Historic and Scenic Trails and National Recreation Trails;
- Sensitive habitat areas, including important eagle use areas, priority sage grouse habitat, riparian areas, or areas of importance for Federal or state sensitive species;
- Lands currently designated as Visual Resource Management Class III;
- Department of Defense operating areas, including areas with significant radar, airspace, or land use conflicts;
- Areas where project development may adversely affect lands acquired for conservation purposes;
- Developed recreation sites and/or facilities;
- Projects with proposed groundwater uses within groundwater basins that have been over appropriated by state water resource agencies.

High Potential for Conflict – more complex projects that will require a greater level of consultation, analysis, and mitigation to resolve issues or may not be feasible to authorize:

- Lands near or adjacent to lands designated by Congress, the President, or the Secretary for the protection of sensitive viewsheds, resources, and values (e.g., units of the National Park System, Fish and Wildlife Service Refuge System, National Forest System, and the BLM National Landscape Conservation System), which may be adversely affected by development;
- Lands adjacent to Wild, Scenic and Recreational Rivers and river segments determined eligible/suitable for Wild or Scenic River status if project development may have significant adverse effects on sensitive viewsheds, resources, and values;
- Designated critical habitat for federally threatened and/or endangered species if project development is likely to result in the destruction or adverse modification of that critical habitat;

- Designated critical habitat for federally threatened and/or endangered species if project development is likely to result in the destruction or adverse modification of that critical habitat;
- Lands currently designated as Visual Resource Management Class I or Class II;
- Right-of-way exclusion areas;
- Lands currently designated as no surface occupancy (NSO) in BLM land use plan prescriptions.

These screening criteria will be used by the BLM to assist in prioritizing the processing of and in determining what actions to take on new and existing solar and wind energy development right-of-way applications. The processing of applications with the least environmental resource conflicts should facilitate the development of environmentally responsible solar and wind energy projects on the public lands, consistent with the provisions of the Secretarial Order. Applications with low resource conflicts would generally be considered projects that can more easily be processed by the BLM. Applications with high resource conflicts would generally be considered to be more difficult to process.

**Timeframe:** This policy is effective immediately.

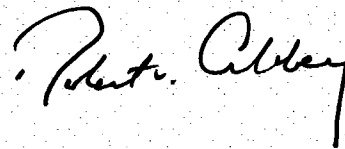
**Budget Impact:** Implementation of this policy will have some budget impact on work associated with pre-application meetings that are not covered by cost recovery fees under the right-of-way program. Cost recovery fees are collected after a right-of-way application is submitted and a cost recovery agreement is established with the applicant (43 CFR 2804.14). There are currently no provisions in the right-of-way regulations for pre-application fees. However, this IM will assist in prioritizing the processing of applications and is anticipated to reduce overall workloads. The processing of solar and wind energy development right-of-way applications are subject to the cost recovery provisions of the right-of-way regulations.

**Background:** As part of an overall strategy to develop a diverse portfolio of domestic energy supplies for the future, the Energy Policy Act of 2005 (Public Law 109-58, August 8, 2005) encourages the development of renewable energy resources on the public lands, including solar and wind energy projects. Section 211 of the Energy Policy Act encourages approval of at least 10,000 megawatts of non-hydropower renewable energy projects on the public lands by 2015. Secretarial Order 3285A1 established the development of environmentally responsible renewable energy as a priority of the Department of the Interior. This IM helps ensure the accomplishment of these goals and provides for the most efficient and effective processing of solar and wind energy development right-of-way applications.

**Manual/Handbook Sections Affected:** This IM establishes policy that will be incorporated into BLM Manual 2801, Right-of-Way Management, and Handbook H-2801-1 during the next revision.

**Coordination:** The BLM state offices and the Department reviewed and provided input to this policy prior to its finalization.

**Contact:** If you have questions, please contact Michael Nedd, Assistant Director for Minerals and Realty Management, at 202-208-4201, or your staff may contact Ray Brady, Renewable Energy Policy Team, at 202-912-7312, or [ray\\_brady@blm.gov](mailto:ray_brady@blm.gov).

A handwritten signature in black ink, appearing to read "Robert C. Albery". The signature is written in a cursive style with a large initial "R" and "A".



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Washington, D.C. 20240  
<http://www.blm.gov>



In Reply Refer To:  
1610 (210) P

FEB 07 2011

Instruction Memorandum No. 2011-059  
Expires: 09/30/2012

To: All Field Offices

From: Director

Subject: National Environmental Policy Act Compliance for Utility-Scale Renewable Energy Right-of-Way Authorizations

**Program Area:** National Environmental Policy Act, Lands and Realty.

**Purpose:** The purpose of this Instruction Memorandum (IM) is to reiterate and clarify existing Bureau of Land Management (BLM) National Environmental Policy Act (NEPA) policy to assist offices that are analyzing externally-generated, utility-scale renewable energy right-of-way applications. It includes examples and guidance applicable to renewable energy right-of-way applications that supplement information in the BLM's NEPA Handbook (H-1790-1). Utility-scale renewable energy projects are distinct from many other types of land and realty actions due to their size and potential for significant resource conflicts, as well as the priority that has been placed on them by the Department of the Interior (DOI).

**Policy/Action:**

New Energy Frontier

The DOI and the BLM are working with local communities, Tribes, state regulators, industry, and other Federal agencies in building a clean energy future by providing sites for environmentally sound development of renewable energy on public lands. The Energy Policy Act of 2005 (Title II, Section 211) establishes a goal for the Secretary of the Interior to approve 10,000 megawatts (MWs) of electricity from non-hydropower renewable energy projects located on public lands. Further, Secretarial Order 3285A1 dated March 11, 2009, as amended February 22, 2010, establishes the development of environmentally responsible renewable energy as a priority for the DOI.

The BLM relies on industry to identify renewable energy technologies and general project locations and configurations that are technically and economically viable given current market conditions, renewable portfolio standards, technological advancements, and transmission access. Through pre-application activities, and as the NEPA analysis for a proposed project proceeds,

the BLM works with applicants, federal land and resource management agencies, and stakeholders in identifying appropriate project locations that conform with federal law, regulation, and policy, and with existing land use plans, minimizing the need for land use plan amendment.

#### Disclosing Pre-application Activities in the NEPA Process

As described in IM No. 2011-061, pre-application activities are an essential part of the BLM right-of-way application and NEPA process for utility-scale renewable energy projects. It is important that offices incorporate pre-application activities in their NEPA documents and discuss this information in scoping meetings and other public meetings that are part of the NEPA process. Pre-application activities can be incorporated into a NEPA document in a variety of ways. For example, this information can be included as part of the background information for the proposed action. This information should also be reflected in the alternatives section of the NEPA document, either as part of the alternatives considered but eliminated from further analysis, or as an alternative that is given detailed consideration in the NEPA document (see Alternatives section below). It is also important to identify in the NEPA document any existing decisions that were relied upon to guide pre-application activities.

#### Purpose and Need

The purpose and need statement as a whole describes the problem or opportunity to which the BLM is responding and what the BLM hopes to accomplish by the action. The purpose and need statement in a NEPA document for a renewable energy right-of-way application must describe the BLM's purpose and need for action, not the applicant's interests and objectives (BLM NEPA Handbook Section 6.2). The applicant's interests and objectives, including any constraints or flexibility with respect to their proposal, help to inform the BLM's decision and cannot be ignored in the NEPA process. The applicant's interest and objectives should be described in the NEPA document (e.g., in the background section or in the project description). This information will help determine which alternatives are analyzed in detail through the NEPA process and may also provide a basis for eliminating some alternatives from detailed analysis.

For most renewable energy projects the BLM's purpose and need for action will arise from the BLM's responsibility under the Federal Land Policy and Management Act (FLPMA) to respond to a right-of-way application requesting authorized use of public lands for a specific type of renewable energy development. The purpose and need statement should also describe the BLM's authorities and management objectives with respect to renewable energy and public lands (see example below). Additionally, offices should include a description of the BLM's decision(s) to be made as part of the purpose and need statement to help establish the scope of the NEPA analysis (BLM NEPA Handbook Section 6.2). In responding to a right-of-way application the BLM may decide to deny the proposed right-of-way, grant the right-of-way, or grant the right-of-way with modifications. In accordance with the right-of-way regulations, modifications may include modifying the proposed use or changing the route or location of the proposed facilities (43 CFR 2805.10(a)(1)).

The following purpose and need statement is provided as an example. Changes in the statement as written are expected based on project-specific circumstances including appropriate reference to land use plans or other management objectives or policies for an area (e.g., Secretarial Order

3310, dated December 22, 2010, Protecting Wilderness Characteristics on Lands Managed by the BLM). In some situations, distinguishing the “purpose” from the “need” as two separate aspects of the purpose and need statement may provide an opportunity to better clarify why the BLM is proposing an action (BLM NEPA Handbook Section 6.2).

*Example:*

*In accordance with FLPMA (Section 103(c)), public lands are to be managed for multiple use that takes into account the long-term needs of future generations for renewable and non-renewable resources. The Secretary of the Interior is authorized to grant rights-of-way on public lands for systems of generation, transmission, and distribution of electric energy (Section 501(a)(4)). Taking into account the BLM's multiple use mandate, the purpose and need for the proposed action is to respond to a FLPMA right-of-way application submitted by [Company X] to construct, operate, maintain, and decommission a [type of energy] facility and associated infrastructure on public lands administered by the BLM in compliance with FLPMA, BLM right-of-way regulations, and other applicable Federal laws and policies. This proposed action would, if approved, assist the BLM in addressing the management objectives in the Energy Policy Act of 2005 (Title II, Section 211) which establish a goal for the Secretary of the Interior to approve 10,000 MWs of electricity from non-hydropower renewable energy projects located on public lands. This proposed action, if approved, would also further the purpose of Secretarial Order 3285A1 (March 11, 2009) that establishes the development of environmentally responsible renewable energy as a priority for the Department of the Interior.*

*The BLM will decide whether to deny the proposed right-of-way, grant the right-of way, or grant the right-of-way with modifications. Modifications may include modifying the proposed use or changing the route or location of the proposed facilities (43 CFR 2805.10(a)(1)).*

Alternatives

In accordance with NEPA, the BLM must explore alternative means of meeting the purpose and need for the action. For a renewable energy right-of-way application, alternatives will include denying the application (the No Action Alternative) and granting the application as submitted by the applicant following the pre-application process (the Proposed Action). The BLM must consider other reasonable alternatives through the NEPA process, including modifications to the right-of-way application as submitted, that meet the purpose and need for the action and provide a clear basis for choice among options (40 CFR 1502.14). Alternatives should be developed to address unresolved resource conflicts, including those under the stewardship of other Federal agencies. “Reasonable alternatives include those that are practical or feasible from the technical and economic standpoint and using common sense, rather than simply desirable from the standpoint of the applicant” (Question 2a, Council on Environmental Quality, Forty Most Asked Questions Concerning CEQ’s NEPA Regulations, March 23, 1981). The nature and number of alternatives analyzed in detail in the NEPA process will vary by project.

For renewable energy rights-of-way, there are many different types of alternatives that are considered by the BLM and the applicant during pre-application activities and that are suggested to the BLM by external parties through scoping and comments on the draft NEPA document. These alternatives typically include: modified site configurations (e.g., varied turbine or solar panel layouts, or different configurations for support and access facilities), modifications to the proposed technology (e.g., wet vs. dry cooling), different technologies (e.g., photovoltaic vs. concentrated solar power), other BLM land locations, non-Federal land locations, reduced project footprint/MW, and phased construction.

The BLM must develop a well-supported rationale when deciding if such alternatives are reasonable and whether to analyze them or eliminate them from detailed analysis (40 CFR 1502.14(a)). The BLM may eliminate an alternative from detailed analysis for a variety of reasons, including, for example, if the alternative does not respond to the BLM's purpose and need, if the alternative is not technically or economically feasible (as informed by the applicant's interests and objectives), or if the alternative is inconsistent with the existing management prescriptions for the area as set forth in the governing land use plan (BLM NEPA Handbook Section 6.6.3). There may be multiple reasons why an alternative is eliminated from detailed analysis. All reasons that support the BLM's decision to eliminate an alternative from detailed analysis should be disclosed in the NEPA document. The determination of whether and how a given alternative is carried forward for analysis in the NEPA process will vary by project.

#### Other BLM Lands

For some renewable energy rights-of-way applications, there may be multiple locations on BLM lands identified through internal and/or external scoping that meet the purpose and need for action and reduce environmental impacts as compared to the application under consideration. If such locations are technically and economically feasible and cannot be eliminated from detailed analysis for other valid reasons, they should be fully analyzed as alternatives in the NEPA process. If there is a pending right-of-way application on an alternative BLM site that has been identified for analysis, the BLM will have to determine whether to fully analyze the location as an alternative. In deciding whether a site with a pending right-of-way application should be analyzed in detail, the BLM must determine whether the pending application can be rejected (e.g., because the applicant has not demonstrated due diligence in perfecting the application; see IM No. 2011-060). If the applicant with the pending application on alternative BLM lands has demonstrated due diligence, the BLM may decide not to fully analyze those lands as an alternative.

#### Non-Federal Lands

The BLM will not typically analyze a non-Federal land alternative for a right-of-way application on public lands because such an alternative does not respond to the BLM's purpose and need to consider an application for the authorized use of public lands for renewable energy development. However, all non-Federal land alternatives considered by the BLM and the applicant during the pre-application process, including previously disturbed lands, and the rationale why they were not pursued by the agency and/or the applicant should be summarized in the NEPA document (IM No. 2011-061).

Non-Federal land alternatives may also be addressed in other state or Federal agency environmental documents that are appropriate for incorporation by reference or for adoption by the BLM (40 CFR 1502.21, 1506.3).

#### Different Technologies

The BLM will not typically analyze an alternative for a different technology when a right-of-way application is submitted for a specific technology (e.g., evaluate a photovoltaic alternative for a concentrated solar power application) because such an alternative does not respond to the BLM's purpose and need to consider an application for the authorized use of public lands for a specific renewable energy technology. However, all technologies considered by the BLM and the applicant during the pre-application process, and the rationale why they were not pursued by the agency and/or the applicant should be summarized in the NEPA document (IM No. 2011-061).

If, through discussions with the applicant, the BLM determines that the applicant has flexibility with respect to the proposed technology or is uncertain about a specific technology, it may be appropriate to fully analyze an alternative for a different technology. This may help reduce the need to supplement the NEPA analysis if changes in technology are made later in the process.

#### Distributed Generation

Distributed generation refers to the installation of small-scale renewable energy facilities (typically solar) at individual locations at or near the point of consumption (e.g., use of solar photovoltaic panels on a business or home to generate electricity for on-site consumption). Distributed generation systems typically generate less than 10,000 kilowatts. Current research by the Department of Energy indicates that development of both distributed generation and utility-scale renewable energy development will be needed to meet future energy needs in the United States, along with other energy resources and energy efficiency technologies.

The BLM can dismiss an alternative for distributed generation from detailed analysis because it does not respond to the purpose and need to consider an application for the authorized use of public lands for a specific renewable energy technology. Additionally, the Energy Policy Act of 2005 established a goal for the Secretary of the Interior to approve 10,000 MWs of electricity from non-hydropower renewable energy projects located on public lands. The Act reflects Congress's conclusion that installation of renewable energy technologies on the public lands capable of producing at least 10,000 MWs is appropriate. Given the current state of the technology, only utility-scale renewable energy generation projects are reasonable alternatives to achieve this level of renewable energy generation on public lands. Furthermore, the BLM has no authority or influence over the installation of distributed generation systems, other than on its own lands. The BLM is evaluating the use of distributed generation at individual sites through other initiatives (Executive Order 13514 and DOI implementing actions).

The BLM may elect to analyze in detail an alternative that might otherwise be eliminated to assist in decision-making, including potential amendments to an existing land use plan (BLM

NEPA Handbook Section 6.6.1). For example, in limited circumstances, the BLM may choose to evaluate a non-Federal land alternative or an alternative technology that is raised through scoping to the extent necessary to support a decision regarding the pending application. In such cases, the resulting analysis may be restricted by the amount of information available for an alternative technology and/or location (e.g., no plan of development will likely exist). The BLM should make clear in the NEPA document that such information is lacking (40 CFR 1502.22; see BLM NEPA Handbook Section 6.7.2 for additional information).

The BLM must independently evaluate the information submitted by an applicant regarding the proposed action and potential alternatives (40 CFR 1506.5(a)). The BLM should seek the assistance of other Federal, State and/or local agencies in evaluating such information for renewable energy development. For example, the Department of Energy has agreed to provide the BLM assistance in assessing the technical and/or economic feasibility of project proposals and potential alternatives, as well as confirm information provided by wind and solar energy developers (contact BLM Washington Office WO-350 for more information).

#### Impact Analysis for Nationally Designated Systems or Units

NEPA documents for wind and solar energy rights-of-way must present an integrated analysis of whether and how the direct, indirect, and cumulative impacts of a proposed action and alternatives may affect nationally designated systems or units. These include, but are not limited to, units of the National Park Service (NPS) and other areas under NPS administration (e.g., National Historic Trails); Fish and Wildlife Service Refuges; units of the U.S. Forest Service; and designated Wilderness and other units of the National Landscape Conservation System. As appropriate, this analysis should be presented in the NEPA document so that it is easily identifiable to the public (e.g., as a summary section for each alternative). To avoid duplication, cross-referencing to applicable impact sections of the NEPA document is encouraged.

**Timeframe:** Effective upon issuance.

**Budget Impact:** None.

**Background:** In reviews of Environmental Impact Statements (EIS) prepared for recent renewable energy projects, specifically EISs for solar energy right-of way applications, concerns have been raised regarding the project purpose and need statements and the range of alternatives, especially with regard to alternative site locations. In order to assist field offices with the NEPA compliance process, it was determined that a reiteration and clarification of existing NEPA guidance, with a focus on renewable energy lands and realty actions, was necessary.

**Manual/Handbook Sections Affected:** This IM does not affect any manual/handbook sections; it is intended for use in conjunction with the BLM NEPA Handbook (H-1790-1). References to specific sections of the Handbook have been included in the IM.

**Coordination:** This policy was coordinated with the Office of the Solicitor; the Renewable Resources and Planning, and Minerals and Realty Management directorates; the National Park Service; the Fish and Wildlife Service; and the Department of the Interior.

**Contact:** If there are any questions concerning this IM, please contact Ed Roberson, Assistant Director, Renewable Resources and Planning, 202-208-4896; Ray Brady, Energy Policy Team, 202-912-7312 or ray\_brady@blm.gov; or Shannon Stewart, Senior Planning and Environmental Analyst, Washington Office Division of Decision Support, Planning and NEPA (WO-210), at 202-912-7219, or shannon\_stewart@blm.gov.

*Robert A. Colby*

### 2009 – 2015 Per Acre Rent Schedules

County Zone Number and Per Acre Zone Value	2009* Per Acre Rent (with 25% phase-in discount)	2010 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2011** Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2012 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2013 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2014 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)	2015 Per Acre Rent (1.9 percent IPD-GDP increase – average annual increase from 1994 - 2003)
Zone 1 \$250	\$5.78	\$7.85	\$8.00	\$8.15	\$8.30	\$8.46	\$8.62
Zone 2 \$500	\$11.55	\$15.69	\$15.99	\$16.30	\$16.61	\$16.92	\$17.24
Zone 3 \$1,000	\$23.10	\$31.39	\$31.99	\$32.59	\$33.21	\$33.84	\$34.49
Zone 4 \$1,500	\$34.66	\$47.08	\$47.98	\$48.89	\$49.82	\$50.76	\$51.73
Zone 5 \$2,000	\$46.21	\$62.78	\$63.97	\$65.19	\$66.42	\$67.69	\$68.97
Zone 6 \$3,000	\$69.31	\$94.17	\$95.96	\$97.78	\$99.64	\$101.53	\$103.46
Zone 7 \$5,000	\$115.52	\$156.94	\$159.93	\$162.96	\$166.06	\$169.22	\$172.43
Zone 8 \$10,000	\$231.02	\$313.89	\$319.85	\$325.93	\$332.12	\$338.43	\$344.86
Zone 9 \$20,000	\$462.05	\$627.77	\$639.70	\$651.85	\$664.24	\$676.86	\$689.72
Zone 10 \$30,000	\$693.08	\$941.66	\$959.55	\$977.78	\$996.36	\$1,015.29	\$1,034.58
Zone 11 \$50,000	\$1,155.13	\$1,569.43	\$1,599.25	\$1,629.64	\$1,660.60	\$1,692.15	\$1,724.30
Zone 12 \$100,000	\$2,310.26	\$3,138.86	\$3,198.50	\$3,259.27	\$3,321.20	\$3,384.30	\$3,448.60

\*Counties are assigned to appropriate zones for calendar years 2009-2010 based upon 2002 NASS Census Data (80% of average per acre land and building value).

\*\*Counties are re-assigned to appropriate zones for calendar years 2011-2015 based on 2007 NASS Census Data (80% of average per acre land and building value).

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WASHINGTON, D.C. 20240

March 9, 2010

In Reply Refer To:  
2800 (350) P

EMS TRANSMISSION 03/16/2010  
Instruction Memorandum No. 2010-077  
Expires: 09/30/2011

To: All Field Officials  
From: Assistant Director, Minerals and Realty Management  
Subject: LR 2000 Data Standards for Renewable Energy Cases DD: (45 days from issue)

**Program Area:** Right-of-Way Management, Solar Energy, Wind Energy, and Electric Transmission Lines.

**Purpose:** This Instruction Memorandum (IM) provides guidance on the use of newly created data elements for solar energy, wind energy, and electric transmission line case records in the Legacy Rehost System 2000 (LR 2000) database, distributes revised data standards for renewable energy right-of-way (ROW) cases, and establishes timeframes and points-of-contact for updating renewable energy ROW case records.

**Policy/Action:** The ability to produce reports that present a consistent and current representation of the Bureau of Land Management's (BLM) total renewable energy-related case load and the BLM's progress on processing renewable energy applications is more critical than ever. New data elements have been established in LR 2000 and revised data standards have been prepared to assist the BLM in this effort. It is essential that case records in LR 2000 be updated to comply with these new data standards and that the case records be properly maintained thereafter in order to enable the production of timely, accurate reports.

The LR 2000 entries required by this IM must be completed within 45 days of issuance of this IM. Thereafter, the National Renewable Energy Team will run periodic reports to verify that data standards are being followed. Within 45 days of issuance of this IM, each BLM State Director is asked to identify a state point-of-contact for data entry feedback and issue resolution. The new data elements are described briefly below. Additional information can be found in Attachments 1 and 2.

Four new case types have been established for wind and solar energy applications:

283001 - ROW-WIND SITE TEST  
283002 - ROW-WIND PROJ TEST  
283003 - ROW-WIND DEV FAC  
283103 - ROW-SOLAR DEV FAC

All pending, authorized, and closed wind energy cases are to be converted to the appropriate case type. All pending and closed solar development applications are to be converted to case type 283103. Case types for solar site testing will remain unchanged.

Nine new action codes have been established. The following five action codes and associated action remarks must be entered into the LR 2000 case record for all pending wind, solar, and renewable-energy related electric transmission line applications. Where they exist, project names should also be entered into authorized wind and solar energy cases and authorized renewable-energy related electric transmission cases.

045 - PROJECT NAME  
046 - RESOURCE CONFLICT  
047 - FORECASTED  
048 - STATE APLN  
049 - BLM POINT OF CONTACT

Action codes 046 and 047 employ new data entry screens. Instructions on how to use the new screens are available in the LR 2000 Case Recordation Transaction Processing User Guide, pages 50 through 54. Attachment 1 provides detailed definitions of these new data elements.

The following four new action codes must be entered into the LR 2000 case record for all pending electric transmission rights-of-way cases that facilitate, support, or have capacity to distribute power from renewable energy projects. Action codes 053, 054, and 055 require associated action remarks. Because these three codes provide useful information for future analysis, offices are encouraged, but not required, to add them to any authorized electric transmission rights-of-way as well.

052 - RENEWABLE ENERGY  
053 - PROJECT MILES  
054 - FEDERAL MILES  
055 - CORRIDOR MILES

In addition, the data standards in WO-IM 2009-013, LR 2000 Data Standards for Solar Energy Applications, remain in effect and must be followed. Field offices must verify that the proper case type and commodity code are being used, along with the other requirements. Recent analysis shows that less than 20 percent of solar cases are in compliance with these October 2008 standards. It is critical that the standards be followed to ensure the ability to produce complete, accurate reports.

Attachment 2, Revised Data Standards for Renewable Energy Cases, provides additional information and requirements for new and existing data elements. These data standards are in addition to the existing data standards for all ROW cases.

**Background:** Secretarial Order No. 3285 established the development of renewable energy as a priority for the Department of the Interior (Department) and emphasized the need for tracking BLM progress in identifying and resolving obstacles to renewable energy permitting, siting, development, and production. It is recognized that some BLM offices with large numbers of renewable energy applications have created their own tracking documents (typically spreadsheets) and use Geographic Information System (GIS) tools to create associated maps that are posted on their external websites. While this information is helpful, it does not replace the need for proper, timely LR 2000 data entry. LR 2000 is the BLM's official tool for internal and external case record information, and proper use allows data to be aggregated in a consistent manner across BLM administrative boundaries. LR 2000 must contain complete, accurate, up-to-date information for use by the BLM, the Department, and the public.

**Timeframe:** This policy is effective immediately. Existing case records must be updated within 45 days of the issuance of this IM. In addition, State Directors must identify a point-of-contact for renewable energy-related data entry issues within 45 days of this IM. New applications being entered in LR 2000 must conform to this IM and all other existing data standards.

**Budget Impact:** The application of this policy will enhance the BLM's ability to produce accurate, automated reports related to renewable energy cases. The

minimal cost to create and maintain records in conformance with this IM is expected to eliminate costly and time-consuming data calls to the field.

**Manual/Handbook Sections Affected:** This IM transmits interim policy that will be incorporated into BLM Manual 2810, Right-of-Way Management, and Handbook H-2801-1 during the next revision.

**Coordination:** This IM was prepared with input from BLM Data Administrators, State Office ROW Leads, and the National Operations Center prior to its finalization.

**Contact:** If you have any questions concerning the content of this IM, please contact me at 202-208-4201, or your staff may contact Linda Resseguie, National Renewable Energy Team, at 202-912-7337 or linda\_resseguie@blm.gov.

Signed by:  
Michael Nedd  
Assistant Director  
Minerals and Realty Management

Authenticated by:  
Robert M. Williams  
Division of IRM Governance, WO-560

2 Attachments

1 - New Renewable Energy Data Elements (4 pp)

2 - Revised Data Standards for Renewable Energy Cases (6 pp)

Last updated: 03-16-2010

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UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 WASHINGTON, D.C. 20240  
<http://www.blm.gov/>

March 5, 2010

In Reply Refer To:  
 1110 (230/300) P

EMS TRANSMISSION 03/05/2010  
 Instruction Memorandum No. 2010-071  
 Expires: 09/30/2011

To: All Field Officials

From: Director

Subject: Gunnison and Greater Sage-grouse Management Considerations for Energy Development (Supplement to *National Sage-Grouse Habitat Conservation Strategy*)

**Program Areas:** Oil and Gas, Oil Shale, Geothermal, Wind, Solar, and Associated Rights-of-Way, Wildlife, Land Use Planning, National Environmental Policy Act.

**Purpose:** This Instruction Memorandum (IM) supplements the Bureau of Land Management's (BLM) 2004 *National Sage-Grouse Habitat Conservation Strategy* (BLM National Strategy). The BLM is issuing this IM in light of—

- recent peer-reviewed scientific studies addressing the impacts of oil and gas development on sage-grouse;
- the currently limited information available concerning the impacts of wind energy development on sage-grouse; and
- the increasing land use pressures on the public lands, including the BLM's authorization of renewable energy projects.

This IM identifies management actions necessary at some sites to ensure environmentally responsible exploration, authorization, leasing, and development of renewable and non-renewable energy resources within the ranges of the Gunnison sage-grouse and greater sage-grouse.

On March 5, 2010, the U.S. Fish and Wildlife Service announced that listing of the greater sage-grouse as an endangered species under the Endangered Species Act (ESA) is warranted, but listing is precluded by the need to complete other listing actions of higher priority. In view of this finding, it is of even greater importance that the BLM continue to work to improve the BLM National Strategy. This IM, focusing on energy development, is another step in that direction. When a range-wide "priority" or "core" sage-grouse habitat map is developed and as additional research on threats to sage-grouse other than energy development becomes available, the BLM will issue a more comprehensive Bureau-wide policy directive. The BLM will continue to work with its partners—the Western Association of Fish and Wildlife Agencies (WAFWA), U.S. Fish and Wildlife Service, U.S. Geological Survey, Natural Resources Conservation Service, U.S. Forest Service, and the Farm Service Agency—within the framework of the partners' Sagebrush Memorandum of Understanding (2008) (Sagebrush MOU) and the *Greater Sage-Grouse Comprehensive Conservation Strategy* (2006) (Multiagency Strategy).

**Policy/Action:** The Gunnison sage-grouse and greater sage-grouse are BLM sensitive species that are to be managed to promote their conservation and to minimize the need for listing under the ESA, in accordance with the BLM's special status species policy (BLM Manual 6840). Therefore, when necessary to maintain sustainable sage-grouse populations across the broader landscape within the state, field managers will implement an appropriate combination of the following actions in "priority habitat."

Generally speaking, "priority habitat" is the habitat of highest conservation value relative to maintaining sustainable sage-grouse populations range-wide. Priority habitat will be areas of high quality habitat supporting important sage-grouse populations, including those populations that are vulnerable to localized extirpation but necessary to maintain range-wide connectivity and genetic diversity.

I. Actions Available for Protection of Sage-grouse Populations

Oil and Gas/Geothermal:

- Withhold from sale or defer the sale of parcels, in whole or in part, that industry has proposed for oil and gas or geothermal leasing in priority habitat as supported by analysis under the National Environmental Policy Act (NEPA) of the impacts of leasing on sage-grouse.
- If parcels are offered for sale in sage-grouse priority habitat, attach a lease notice to new leases alerting the lessee that additional conditions will be applied to approvals to develop to the lease, including Applications for Permit to Drill (APDs), sundry notices and associated rights-of-way, if future sage-grouse conservation efforts are appropriate.
- In priority habitat and where supported by NEPA analysis, attach conditions to the approval of APDs that are more protective than the stipulations or restrictions identified in the applicable Resource Management Plan (RMP), as appropriate.

Oil Shale:

- Screen new oil shale lease applications to identify whether the proposed leasing area includes priority habitat. If so, alert the applicant as early as possible that, pending NEPA analysis, the application may be delayed or denied or that lease stipulations and project conditions of approval may be imposed that designate avoidance areas or include No Surface Occupancy restrictions, for example.

Wind and Solar Energy Development and Associated Site Testing:

- Screen new right-of-way applications to identify whether the wind or solar energy development or site testing and project area includes priority habitat. If so, alert the applicant as early as possible that the application may be denied or that terms and conditions may be imposed on the right-of-way grant to protect priority habitat as supported by NEPA analysis.

Transmission:

- Re-route proposed transmission projects to avoid priority habitat.

RMP Revisions/Amendments:

- In RMP revisions and amendments, analyze one or more alternatives that would exclude priority habitat from energy development and transmission projects.

The BLM will consider how projects can avoid, minimize, and mitigate impacts onsite. However, the BLM may condition approval of a project proposal upon additional onsite modification or additional mitigation, including offsite mitigation.

Both the BLM and the state fish and wildlife agencies recognize that priority habitat has not been identified range-wide utilizing a consistent methodology. Until the BLM has fully engaged its state fish and wildlife agency counterparts in the mapping of priority habitat, the BLM will identify priority habitat using RMPs, state-led and Local Working Group sage-grouse plans, peer-reviewed literature, conservation plans or agreements, and professional judgment.

## II. Future Actions for the Protection of Sage-grouse Populations

Further action that will help to develop a comprehensive Bureau-wide policy for the protection of sage-grouse populations and the conservation of habitat on a landscape scale will be pursued in the near future. These efforts will be undertaken within the collaborative framework established by the Sagebrush MOU and the Multiagency Strategy. Specifically, the following steps will be taken after issuance of this IM:

- The BLM will continue to work with the state fish and wildlife agencies, using a consistent protocol, to delineate and map areas of high priority habitat across the ranges of Gunnison sage-grouse and greater sage-grouse. This map will serve as a platform for a more directed Bureau-wide sage-grouse policy, similar to the approach already taken in Wyoming.
- Upon completion of a range-wide priority habitat map described above, each BLM State Office, working in coordination with the respective state fish and wildlife agency, will identify state-specific management actions (not limited to energy development) on a landscape level that will be undertaken both inside and outside of identified priority habitat in order to maintain sustainable sage-grouse populations.

Protection of sage-grouse populations and habitat is of critical importance, and several BLM State Offices have extensive sage-grouse conservation plans that were developed cooperatively with state fish and wildlife directors and stakeholder groups. In taking the steps listed above, the BLM will work diligently to ensure that it addresses local efforts or situations.

**Timeframe:** This IM is effective immediately.

**Budget Impact:** This IM will result in additional costs for mapping, coordination, NEPA review, and monitoring.

**Background:** It is imperative that fragmentation and degradation of Gunnison sage-grouse and greater sage-grouse habitat not continue to the point that sustainable sage-grouse populations can no longer be supported. In November 2004, the BLM published the BLM National Strategy. The BLM National Strategy set goals and objectives and assembled guidance and resource materials. It also provided comprehensive management direction for the BLM's contributions to the ongoing multi-state sage-grouse conservation effort, in cooperation with WAFWA. This IM reflects continued implementation of the goals set forth in the BLM National Strategy.

Although the focus of this IM is energy development, energy development is not the only or necessarily the most significant threat to Gunnison or greater sage-grouse. The purpose of this IM is to highlight management actions affecting sage-grouse habitat that will be necessary to sustain sage-grouse populations in light of new information and the Department of the Interior's energy-related priorities.

Since completion of the BLM National Strategy, additional peer-reviewed research analyzing the impacts of oil and gas development on greater sage-grouse has become available. Some aspects of oil and gas development affecting sage-grouse use of an area (e.g., construction of facilities, road networks, and resulting habitat fragmentation) also occur in other types of energy development. In addition, while not specific to Gunnison sage-grouse or greater sage-grouse, other research has been completed on the impacts of wind energy development on prairie chickens that is applicable to closely related species such as Gunnison and greater sage-grouse. The BLM will consider this body of research in the context of all energy development activities on the public lands.

The Mineral Leasing Act (Act or MLA) provides that all lands subject to the Act "which are known or believed to contain oil or gas deposits may be leased by the Secretary [of the Interior]." 30 U.S.C. 226(a) (2009). The Supreme Court held that the Act gives the Secretary broad discretion not to offer an oil and gas tract for leasing. *Udall v. Tallman*, 380 U.S. 1, 4 (1965). The U.S. Court of Appeals for the Ninth Circuit held that refusing to issue leases is a legitimate exercise of the Secretary's discretion under the MLA (see *Burglin v. Morton*, 527 F.2d 486, 488 (9th Cir. 1975) (citing *Tallman*, 380 U.S. at 4)). The Interior Board of Land Appeals has expressly held that lands identified for oil and gas leasing in an RMP are open for permissible uses, and the BLM has no duty to offer them for lease, even when the BLM has received a pre-sale non-competitive offer to lease (*Richard D. Sawyer*, 160 IBLA 158, 163 (2003)) or a nomination for competitive lease (*Marathon Oil Co.*, 139 IBLA 347 (1997)). The BLM may also decline to lease even after the BLM has received bids and bonus monies at a competitive lease sale (*Continental Land Resources*, 162 IBLA 1, 14-15 (2004)). The IBLA has also upheld the BLM's authority to impose more stringent protection measures on approval of development plans or permits than provided for in lease stipulations when supported by current science and analyzed through the NEPA process (see *William P. Maycock*, 177 IBLA 1 (2009); *Yates Petroleum Corp.*, 176 IBLA 144 (2008)).

Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1771, authorizes the Secretary to grant rights-of-way over, upon, under, or through the public lands for a variety of purposes, such as roads, water pipelines, systems for generation of electric energy, and communication systems. The IBLA has held that a decision to issue a right-of-way is discretionary. (*Mark Patrick Heath*, 161 IBLA 381, 388 (2004)). The discretionary nature of a right-of-way grant is underscored by BLM regulations at 43 CFR 2804.26, which provide that an application for a right-of-way may be denied if the proposed use would not be in the public interest.

**Coordination:** This IM was coordinated with the Assistant Director, Renewable Resources and Planning (WO-200), the Assistant Director, Minerals and Realty Management (WO-300), and BLM Deputy State Directors.

**Contact:** State Directors may direct any questions or concerns to Michael D. Nedd, Assistant Director, Minerals and Realty Management (WO-300), at 202-208-4201 or [mike\\_nedd@blm.gov](mailto:mike_nedd@blm.gov), and Edwin Roberson, Assistant Director, Renewable Resources and Planning (WO-200), at 202-208-4896 or [edwin\\_roberson@blm.gov](mailto:edwin_roberson@blm.gov).

Signed by:  
Robert V. Abbey  
Director

Authenticated by:  
Robert M. Williams  
Division of IRM Governance, WO-560

Last updated: 03-05-2010

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**APPLICATION FOR TRANSPORTATION AND  
 UTILITY SYSTEMS AND FACILITIES  
 ON FEDERAL LANDS**

FORM APPROVED  
 OMB NO. 1004-0189  
 Expires: April 30, 2012

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.	<b>FOR AGENCY USE ONLY</b>
	Application Number
	Date filed

1. Name and address of applicant (include zip code)	2. Name, title, and address of authorized agent if different from Item 1 (include zip code)	3. TELEPHONE (area code)
		Applicant
		Authorized Agent

4. As applicant are you? (check one) a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Corporation* c. <input type="checkbox"/> Partnership/Association* d. <input type="checkbox"/> State Government/State Agency e. <input type="checkbox"/> Local Government f. <input type="checkbox"/> Federal Agency * If checked, complete supplemental page	5. Specify what application is for: (check one) a. <input type="checkbox"/> New authorization b. <input type="checkbox"/> Renewing existing authorization No. c. <input type="checkbox"/> Amend existing authorization No. d. <input type="checkbox"/> Assign existing authorization No. e. <input type="checkbox"/> Existing use for which no authorization has been received* f. <input type="checkbox"/> Other* *If checked provide details under Item 7
---	--

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

8. Attach a map covering area and show location of project proposal

9. State or local government approval:  Attached  Applied for  Not required

10. Nonreturnable application fee.  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

---

13a. Describe other reasonable alternative routes and modes considered.

---

b. Why were these alternatives not selected?

---

c. Give explanation as to why it is necessary to cross Federal Lands

---

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

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15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

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16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

---

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

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18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

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19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

---

20. Name all the Department(s)/Agency(ies) where this application is being filed.

---

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

---

Signature of Applicant

---

Date

---

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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(Continued on page 3 )

(SF-299, page 2)

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

U.S. Department of Agriculture  
FOREST SERVICE (USFS)  
Alaska Regional Office (Region 10)  
*Physical Address:*  
Federal Office Building  
709 West 9th Street  
Juneau, Alaska 99801  
*Mailing Address:*  
P.O. Box 21628  
Juneau, Alaska 99802  
Telephone: 907-586-8806

U.S. Department of the Interior  
BUREAU OF INDIAN AFFAIRS (BIA)  
Alaska Regional Office (Juneau)  
*Mailing/Physical Address:*  
P.O. Box 25520  
709 West 9th Street  
Juneau, Alaska 99802  
Telephone: 800-645-8397

U.S. Department of the Interior  
BUREAU OF LAND MANAGEMENT (BLM)  
Alaska State Office  
*Mailing/Physical Address:*  
222 West 7th Avenue #13  
Anchorage, Alaska 99513  
Telephone: 907-271-5960

U.S. Department of the Interior  
NATIONAL PARK SERVICE (NPS)  
Alaska Regional Office (Anchorage)  
*Mailing/Physical Address:*  
240 West 5th Avenue, Room 114  
Anchorage, Alaska 99501  
Telephone: 907-644-3501

U.S. Department of the Interior  
FISH AND WILDLIFE SERVICE  
Alaska Regional Office (Region 7)  
*Mailing/Physical Address:*  
1011 East Tudor Road  
Anchorage, Alaska 99501  
Telephone: 907-271-5011

Note: Filings with any Department of the Interior agency may be filed with any office noted above or with the:

U.S. Department of the Interior  
OFFICE OF ENVIRONMENTAL POLICY AND COMPLIANCE  
Alaska Regional Office (Anchorage)  
Regional Environmental Officer  
1689 C Street, Room 119  
Anchorage, Alaska 99501  
Telephone: (907) 271-5011

U.S. Department of Transportation  
FEDERAL AVIATION ADMINISTRATION  
Alaska Regional Office (Anchorage)  
222 West 7th Avenue, #14  
Anchorage, Alaska 99513  
Telephone: 907-271-5269

*NOTE* - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

*OTHER THAN ALASKA NATIONAL INTEREST LANDS*

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

**SPECIFIC INSTRUCTIONS**

*(Items not listed are self-explanatory)*

- Item*
- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
  - 8 Generally, the map must show the section(s), township(s), and ranges within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
  - 9, 10, and 12 - The responsible agency will provide additional instructions.
  - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
  - 14 The responsible agency will provide instructions.
  - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
  - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.  
Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item".

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED*
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

## NOTICES

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating, prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional office when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal Lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor and you are not required to respond to a request for information which does not contain a currently valid OMB Control Number.

**BURDEN HOURS STATEMENT:** The public burden for this form is estimated at 25 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0189), Bureau Information Collection Clearance Officer (WO-630) 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, Realty and Cadastral Survey, 1620 L Street, N.W., Rm. 1000 LS, Washington, D.C. 20036.

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## Appendix C

### Nye County Snow Load Reference

## Nye County Snow Load Reference

### SNOW LOADS FOR VARIOUS TOWNS WITHIN NYE COUNTY

*\*As developed from the 2006 International Building Code structural design  
Figure 1608.2 snow loads in pounds per square foot.*

<u>Community</u>	<u>Approximate Altitude</u>	<u>Snow Loads*</u> <u>(pounds per square foot)</u>
Amargosa Valley	2282	0
Beatty	3307	0
Belmont	7425	15
Crystal	2398	0
Currant	5183	10
Duckwater/Yomba	6983	15
Gabbs	4701	10
Hadley	5764	10
Ione	6784	15
Lower Smoky Valley	5085	10
Manhattan	6987	15
Mercury	3754	5
Pahrump	2702	0
Round Mountain	5620	10
Big Smoky Valley	5644	10
Tonopah	6123	15



## Appendix D

Additional Informational Resources  
Available on Request

## Additional Information Available Upon Request

- *Amargosa Valley Area Plan*
- *Tonopah Airport Re-Use Plan*
- *Solar Resource Assessment Project* – Nye County, Nevada (University of Nevada Las Vegas, Center for Energy Research)
- BLM Rental Fees, Base Rent, and Megawatt Capacity Fee for Solar Generation Facilities located on Public Lands.  
[http://www.blm.gov/wo/st/en/info/regulations/Instruction\\_Memos\\_and\\_Bulletins/national\\_instruction/2010/IM\\_2010-141.html](http://www.blm.gov/wo/st/en/info/regulations/Instruction_Memos_and_Bulletins/national_instruction/2010/IM_2010-141.html)



## Appendix E

### Business Cards Of Nye County Renewable Energy Contacts

# Business Cards of Nye County Renewable Energy Contacts

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