

**A G E N D A**  
**LANDER COUNTY PLANNING COMMISSION**  
**February 15<sup>th</sup>, 2023**

**LANDER COUNTY COURTHOUSE**  
**COMMUNITY MEETING ROOM**  
**50 STATE ROUTE 305**  
**BATTLE MOUNTAIN, NEVADA**

**6:00 P.M.**      Call to Order  
                    Pledge of Allegiance  
                    Roll Call

\*Discussion for possible action regarding approval/disapproval of Agenda Notice:

**February 15<sup>th</sup>, 2023**

\*Discussion for possible action regarding approval/disapproval of Meeting Minutes.

Public Comment - For non-agenized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comment based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

- 1) \* For possible action to elect a chairmen & Vice Chairmen to the Lander County Planning Commission for the remainder of the 2023 calendar year.
  
- 2) \* Discussion and possible action to approve/disapprove a Home Occupation Permit application for David Kutlesa DBA: BM Guns & Accessories to a gun and accessory sales business. Located at 125 Blue Ridge Road, Battle Mountain NV, 89820. APN 011-110-24, Zoned A1, and all other matters properly related thereto.
  
- 3) Discussion and possible action on the Ormat Beowawe Power Plant LLC, for a special use permit.
  
- 4) Discussion and possible action on the naming of the new streets, from the lander county street naming committee.

“Lander County is an Equal Opportunity Provider”

Public Comment - For non-agenized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restriction may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

#### ADJOURNMENT

\*Discussion and action items will have information provided at the meeting. Action may be taken according to the Nevada open Meeting Law manual via a teleconference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

"This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time."

**NOTICE TO PERSONS WITH DISABILITIES:** Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

**Notice:** Any member of the public that would like to request any supporting material from the meeting, please contact Linsey West, Planning Coordinator, 50 State Route 305, Battle Mountain, NV 89820. (775) 635-2865.

#### AFFIDAVIT OF POSTING

State of Nevada)  
SS.  
County of Lander)

Linsey West, Lander County Planning Coordinator of said Lander County, Nevada, being duly sworn, says, that by the 11<sup>th</sup> day of November 2022, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and Administration Building, and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

  
\_\_\_\_\_  
Linsey West

Subscribed and sworn to me before this 8<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
WITNESS

"Lander County is an Equal Opportunity Provider"

# LANDER COUNTY PLANNING COMMISSION

February 15<sup>th</sup>, 2023

## AGENDA ITEM NUMBER 1

---

- 1) For possible action to elect a chairmen & Vice Chairmen to the Lander County Planning Commission for the remainder of the 2023 calendar year.

# LANDER COUNTY PLANNING COMMISSION

February 15<sup>th</sup>, 2023

## AGENDA ITEM NUMBER 2

---

- 1.) \* Discussion and possible action to approve/disapprove a Home Occupation Permit application for David Kutlesa DBA: BM Guns & Accessories to a gun and accessory sales business. Located at 125 Blue Ridge Road, Battle Mountain NV, 89820. APN 011-110-24, Zoned A1, and all other matters properly related thereto.

Staff report attached separately.





# Lander County Community Development

## HOME OCCUPATION PERMIT APPLICATION

Lander County Planning

Date Received 11-22-22

Application No. PD-22416

### APPLICANT/OWNER INFORMATION

Applicant(s): DAVID & DONNA KUTER

Address: 125 BLUE RIDGE RD

BATTLE MOUNTAIN NV 89820

Mailing Address: 125 BLUE RIDGE RD

BATTLE MOUNTAIN NV 89820

Phone/Email: 702-525-0350 DK.BMGUNS@gmail.com  
~~daveontargetguns@gmail~~

Legal Owner(s) of property: DAVID KUTER

### PROJECT INFORMATION

Property Location: 125 BLUE RIDGE RD

BATTLE MOUNTAIN NV 89820

Assessor's Parcel Numbers(s): LOT 36 BLOCK B TURQUISE HILLS ESTATES

Current Master Plan: PHASE 1 DOC 269178 Current Zoning: 011-110-24

Name of Business: BM GUNS & ACCESSORIES

Type of Business: SALE OF GUNS & ACCESSORIES

Are there any deed restrictions affecting the use of the property? no

Number of persons, including applicant, working on site in home occupation business: 2

Identify all areas and square footage of the house that will be used for the home occupation. (Example: Second floor rear bedroom, 10' x 10' = 100 square feet): 1/2 OF GARAGE AREA

APPROX 330 SQ FT

Describe anticipated deliveries (Number per week, type of delivery vehicle, etc.) 2 x weekly

Fed Ex, UPS

Will there be any vehicle(s) used in connection with the home occupation? no

If yes, describe the size and type of vehicle(s), including the payload capacity in pounds. \_\_\_\_\_

Estimate the number of visitors per day associated with the Home Occupation Use: 3 to 5

How will the proposed project affect adjoining property owners, (noise, dust, traffic, etc.)? \_\_\_\_\_

STATUS NOT HAVE ANY AFFECT

**SIGNATURE(S)**

I hereby certify that the information stated above and materials submitted along with this application form are true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.



Applicant's Signature

11/21/22

Date

**HOME OCCUPATION PERMIT  
APPLICATION CHECKLIST  
Lander County, NV**

The following must accompany this application:

- ☐ 1. \$75.00 application fee (non-refundable). Check or money orders payable to Lander County
- ☐ 2. Site Plan showing use, location, or other information regarding this request.
- ☐ 3. Signed Statement of Compliance
- ☐ 5. One hardcopy and one electronic copy (CD or USB) of all application materials.

**NOTE**

It is strongly recommended that all applicants or their representative physically attend (or be available by phone) the Planning Commission hearing as their application may be deferred or denied for lack of evidence.

## USE LIMITATIONS FOR HOME OCCUPATION

### Lander County Municipal Code Section 17.15.030 - Use limitations.

#### A. Employee Limitations.

1. The entrepreneur of every home occupation shall be domiciled in the dwelling unit where such occupation is conducted.
2. No person who is not domiciled in the dwelling unit where a home occupation is conducted shall be employed in connection with, or otherwise participate in the operation of, such occupation. This limitation shall not apply to employees who do not work at the dwelling unit devoted to such occupation

#### B. Structural Limitation.

1. No alteration of any kind shall be made to the dwelling unit where a home occupation is conducted that would change its residential character as a dwelling unit, including the enlargement of public utility services beyond that customarily required for residential use.

#### C. Operational Limitations.

1. No activity shall be conducted on a residential lot unless it is conducted wholly within a principal dwelling unit or permitted accessory structure.
2. No more than a total of four hundred eighty square feet of floor area (exclusive of garage floor area devoted to permissible parking of a vehicle used in connection with the home occupation) of any dwelling unit or any permitted accessory structure shall be devoted to the conduct of a home occupation.
3. No stock in trade shall be displayed or sold outside of the dwelling unit used in any home occupation.
4. No routine attendance of patients, clients, subcontractors or employees associated with any home occupation shall be allowed. The attendance of up to five customers at any one time may be allowed for the purpose of receiving private instruction in any subject or skill. "Routine attendance" means that the conduct of the home occupation requires non-domiciled persons to visit the premises of the home occupation as part of the regular conduct of the occupation, without regard to the number, frequency or duration of such visits.
5. No mechanical, electrical or other equipment that produces noise, electrical or magnetic interference, vibration, heat, glare, emissions, odor or radiation outside the dwelling unit or any permitted accessory structure that is greater or more frequent than that typical of equipment used in connection with residential occupancy shall be used in connection with any home occupation.
6. No outdoor storage shall be allowed in connection with any home occupation.
7. No refuse in excess of the amount allowable for regular residential pick-up shall be generated by any home occupation.
8. No home occupations of any use entailing food processing or packing, harboring of animals, automobile repair or similar activity shall be allowed to receive a permit.

# OWNER'S AFFIDAVIT

STATE OF NEVADA           )  
  ) SS.  
COUNTY OF LANDER       )

I, Dawn Kulzer BEING DULY SWORN, DEPOSE AND  
SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE FOREGOING  
STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HERewith SUBMITTED ARE  
IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

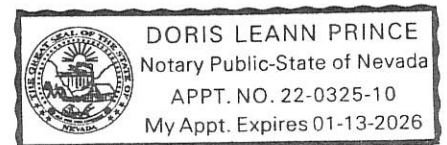
PROPERTY ADDRESS OR PARCEL NUMBER: 125 BLUE RIDGE Rd  
BATTLE MOUNTAIN NV 89820

SIGNED [Signature]

MAILING ADDRESS 125 BLUE RIDGE Rd  
BATTLE MOUNTAIN NV 89820

PHONE 702-525-0350

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF November, 2022



[Signature]

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: 01-13-2026

## **STATEMENT OF COMPLIANCE**

### HOME OCCUPATION PERMIT-LANDER COUNTY

I HAVE READ THE ATTACHED CHAPTER 17.15 OF THE LANDER COUNTY CODE RELATING TO HOME OCCUPATIONS. I UNDERSTAND THE RESTRICTIONS PLACED UPON HOME OCCUPATIONS AND I AGREE TO COMPLY WITH THE RESTRICTIONS.

I UNDERSTAND THAT VIOLATION OF THESE PROVISIONS MAY BE GROUNDS FOR A REVIEW AND POSSIBLE REVOCATION OF MY PERMIT TO DO BUSINESS.

---

Business Name Bm Guns & Accessories

Applicant's Name DAVID KUTLER

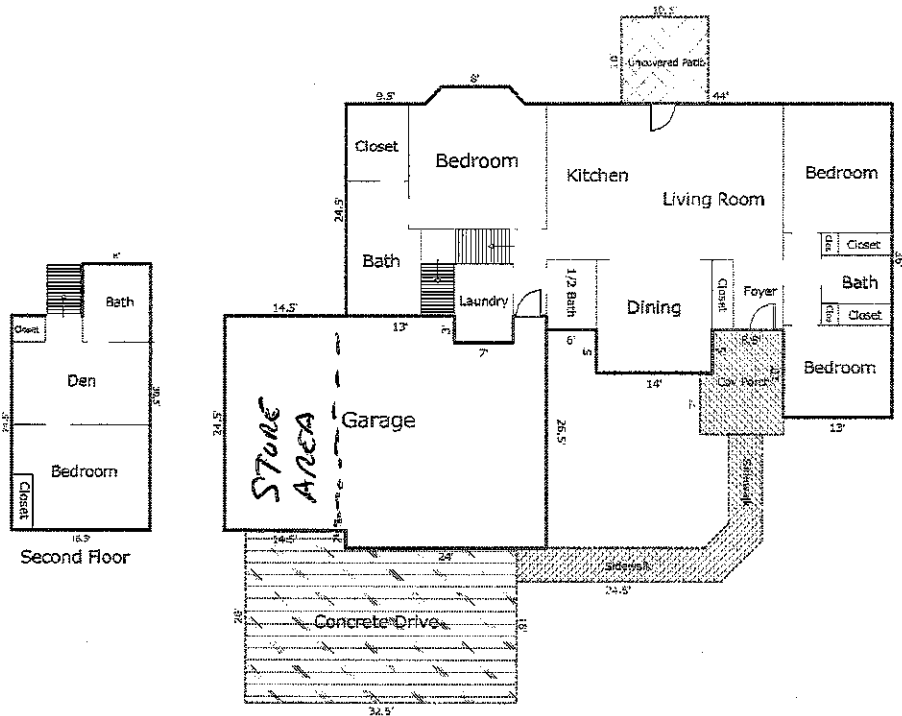
Applicant's Signature 

Mailing Address 125 BLUE RIDGE RD BATTLE MOUNTAIN WY 89820

Date 11/21/22

### Building Sketch

Borrower	David Kutlesa				
Property Address	125 Blue Ridge Rd				
City	Battle Mountain	County, Lander	State	NV	Zip Code 89820
Lender/Client	New American Funding				



Sketch by Apex Sketch v5 Standard™

BLUE RIDGE RD

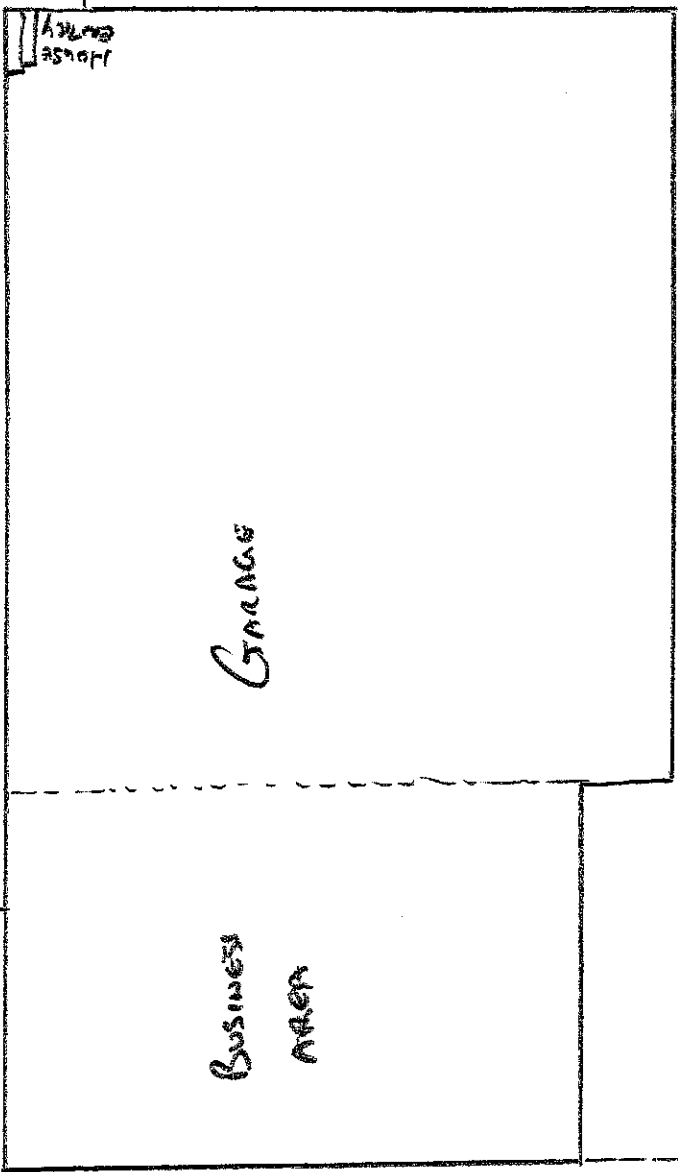
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1908.00	
	Second Floor	452.25	2360.25
GAR	Garage	970.25	970.25
P/P	Sidewalk	162.00	
	Concrete Drive	609.00	
	Covered Porch	112.50	
	Patio	105.00	988.50
Net LIVABLE Area		(rounded)	2360

LIVING AREA BREAKDOWN			
	Breakdown		Subtotals
First Floor			
0.5 x	2.0 x	2.0	2.00
	10.0 x	13.0	130.00
	5.0 x	14.0	70.00
	1.5 x	41.5	62.25
	3.0 x	7.0	21.00
	24.5 x	65.5	1604.75
	8.0 x	2.0	16.00
0.5 x	2.0 x	2.0	2.00
Second Floor			
	8.0 x	8.0	48.00
	16.5 x	24.5	404.25
10 Items	(rounded)		2360



HOUSE AREA



DRIVEWAY

BLUE RIDGE RD.

SHEEP CREEK RD.



[Close Window](#)[Personal Property](#)[Sales Data](#)[Secured Tax Inquiry](#)[Recorder Website](#)**Parcel Detail for Parcel # 011-110-24****Prior Parcel #** 011-110-14**Location**

Property Location **125 BLUE RIDGE ROAD**  
 Town  
 District **8.0 - Battle Mountain Road Special**  
 Subdivision **TURQUOISE HILLS ESTATES**  
**1** Lot 36 Block B  
 Property Name

[Add'l Addresses](#)[Assessor Maps](#)[Legal Description](#)[Ag Land](#)**Ownership**Assessed Owner Name **KUTLESA, DAVID**

Mailing Address

**125 BLUE RIDGE RD  
BATTLE MOUNTAIN, NV 89120**[Ownership History](#)[Document History](#)Legal Owner Name **KUTLESA, DAVID**Vesting Doc #, Date **300967** **10/08/2021** Year / Book / Page **21 / 0 / 0**Map Document #s **263527** **269178****Description**

Total Acres **1.019** Square Feet **44,406**  
 Ag Acres **.000** W/R Acres **.000**

**Improvements**

Single-family Detached <b>1</b>	Non-dwelling Units <b>0</b>	Bedrooms / Baths <b>4 / 3.50</b>
Single-family Attached <b>0</b>	Mobile Home Hookups <b>0</b>	Stories <b>1.5</b>
Multiple-family Units <b>0</b>	Wells <b>0</b>	Garage Square Ft... <b>0</b>
Mobile Homes <b>0</b>	Septic Tanks <b>1</b>	Attached / Detached <b>D</b>
Total Dwelling Units <b>1</b>	Buildings Sq Ft <b>0</b>	
<a href="#">Improvement List</a>	Residence Sq Ft <b>2,360</b>	
<a href="#">Improvement Sketches</a>	Basement Sq Ft <b>0</b>	Basement
<a href="#">Improvement Photos</a>	Finished Basement SF <b>0</b>	Bedrooms / Baths <b>0 / .00</b>

**Appraisal Classifications**Current Land Use Code **200** [Code Table](#)Zoning Code(s) **A1**Re-appraisal Group **4**Re-appraisal Year **2018**Original Construction Year **2021**

Weighted Year

**Assessed Valuation**

Assessed Values	2022-23	2021-22	2020-21
Land	10,500	10,500	10,500
Improvements	120,599	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Assessed Value</b>	<b>131,099</b>	<b>10,500</b>	<b>10,500</b>

## Increased (New) Values

Land	0	0	2,100
Improvements	120,599	0	0
Personal Property	0	0	0

**Taxable Valuation**

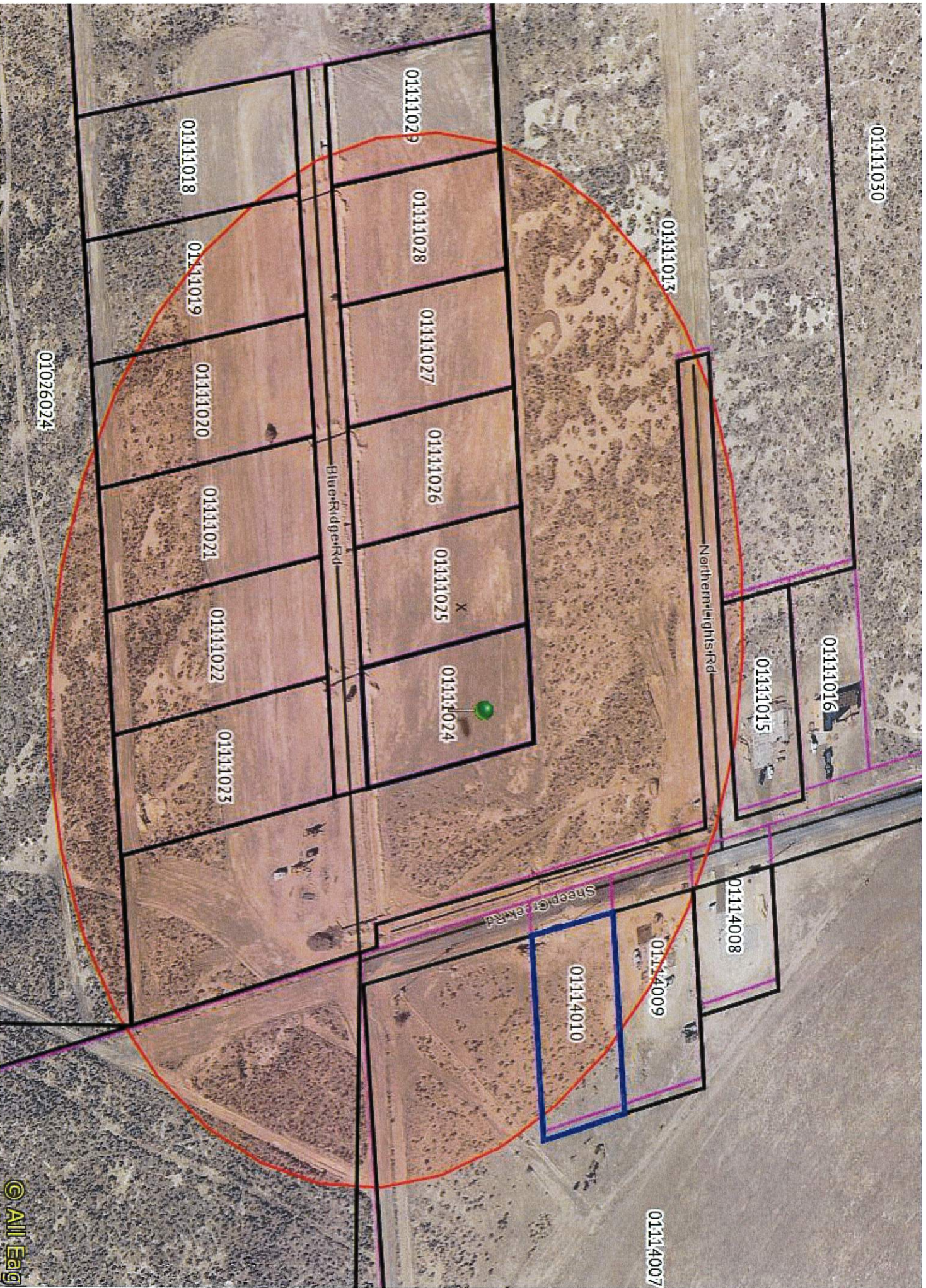
Taxable Values	2022-23	2021-22	2020-21
Land	30,000	30,000	30,000
Improvements	344,569	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
<b>Net Taxable Value</b>	<b>374,569</b>	<b>30,000</b>	<b>30,000</b>

## Increased (New) Values

Land	0	0	6,000
Improvements	344,569	0	0
Personal Property	0	0	0

[Back to Search List](#)





01111030

01111016

01111015

01114008

01114009

01114007

01111013

Northern Heights Rd

Sheep Creek Rd

01111024

01111025

01111026

01111027

01111028

01111029

01111023

01111022

01111021

01111020

01111019

01111018

01026024



# National Flood Hazard Layer FIRMette

116°57'50"W 40°36'56"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE)  
Zone A, V, AG9
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone J)
- Future Conditions 1% Annual Chance Flood Hazard (Zone X)
- Area with Reduced Flood Risk due to Levee. See Notes. (Zone X)
- Area with Flood Risk due to Levee (Zone D)

**OTHER AREAS**

- NO SCREEN
- Area of Minimal Flood Hazard (Zone X)
- Effective LOMRs
- Area of Undetermined Flood Hazard (Zone X)
- GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

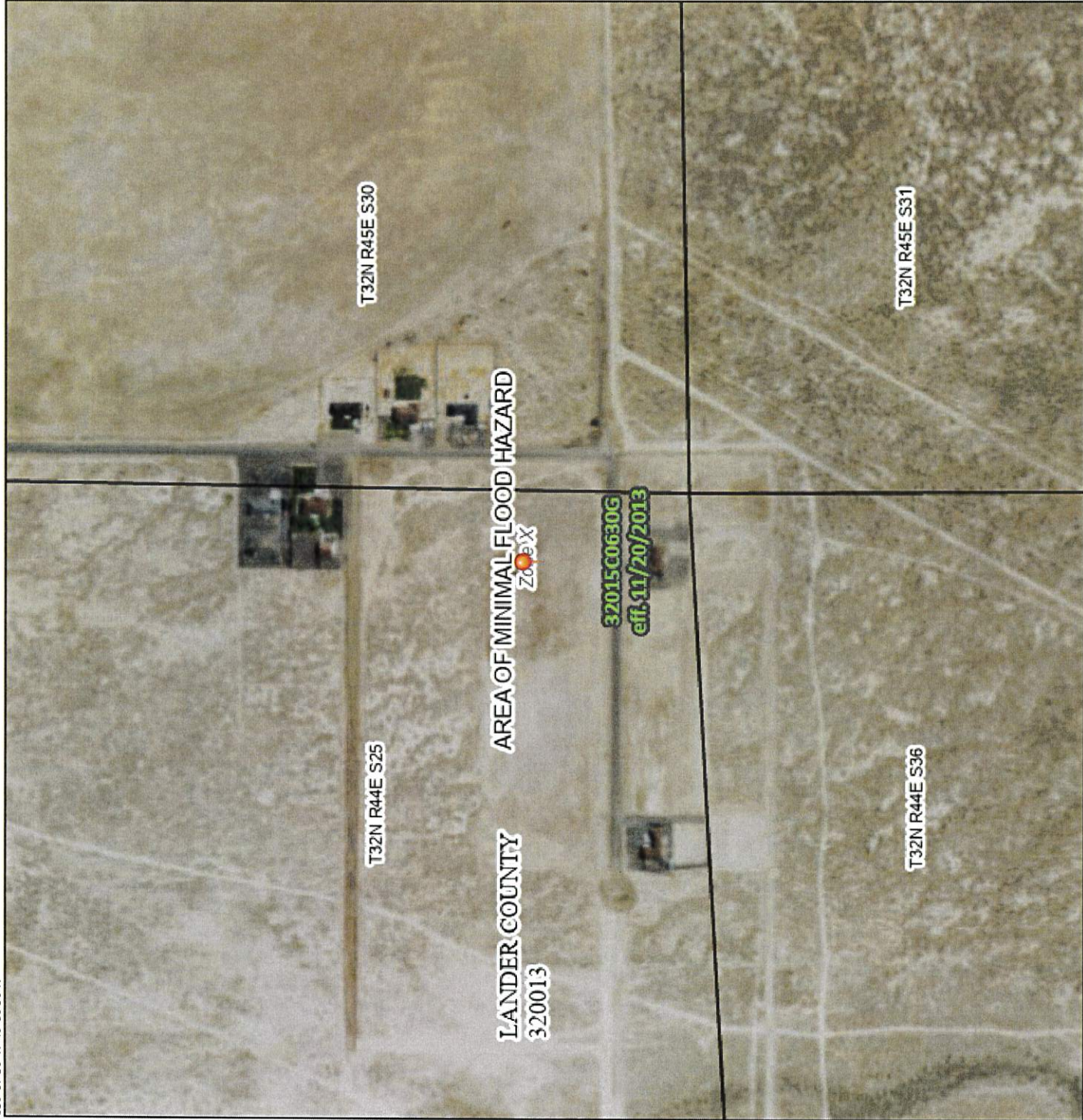
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/30/2022 at 11:14 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



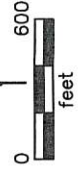
0 250 500 1,000 1,500 2,000 Feet

116°57'12"W 40°36'28"N



SELECT ZONING DATAT 32 N

GROSS ACREAGE IS SHOWN.  
NET ACREAGE LABELED (NET) OR (N)  
(M) INDICATES CAD MEASURED  
(UE) UTILITY EASEMENT



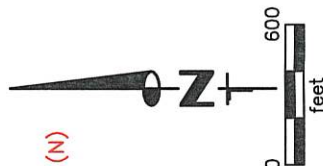
REVIEWED: 04/20/22 NJW  
BOUNDARY ADJUSTMENT 11-110-11 AND 30, DOC #301194, #301193: 01/06/22 NJW

LANDER COUNTY



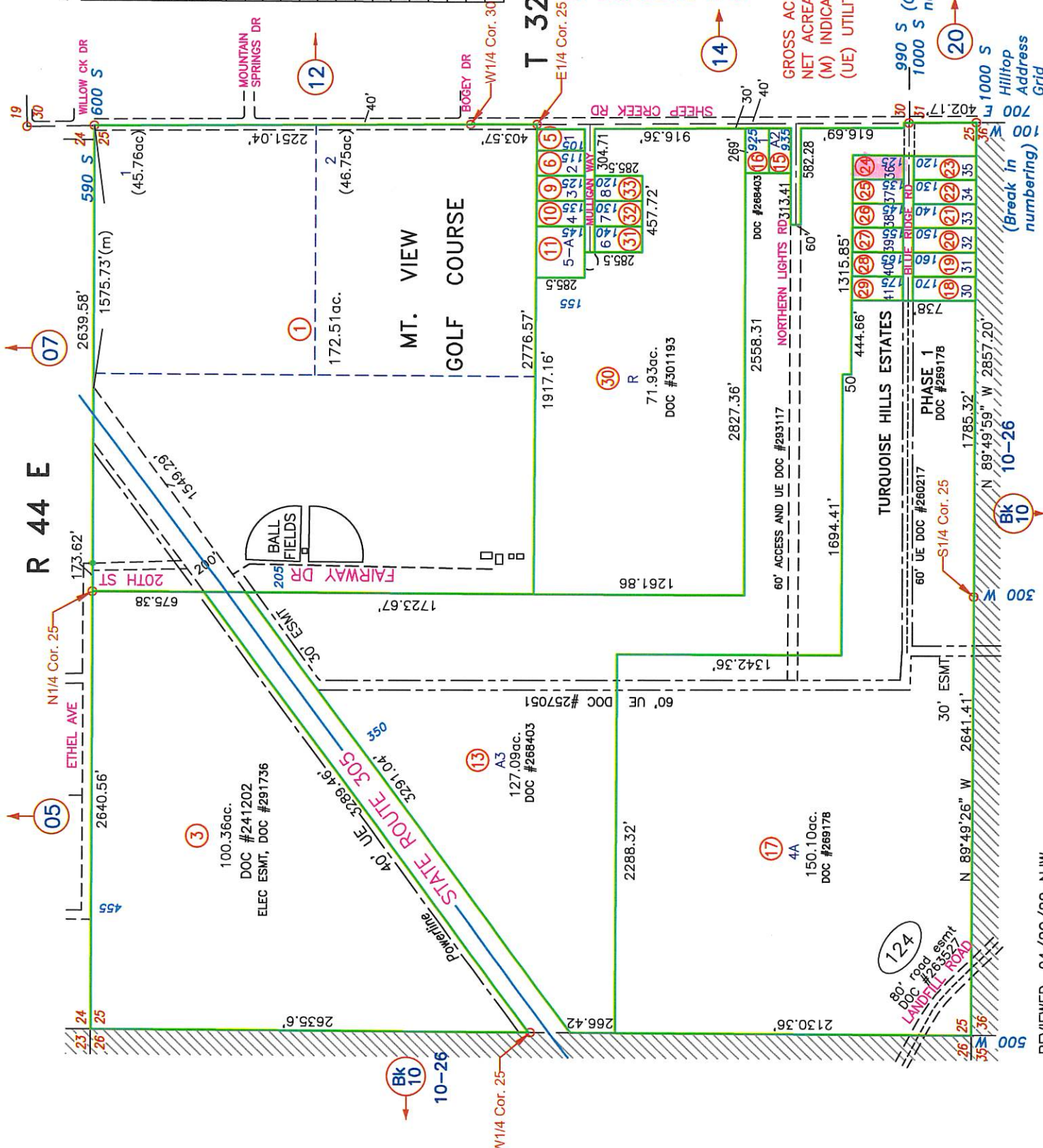
APN	LOT #	GROSS AC	DOC #
11-110-05	1	1.0	240720
11-110-06	2	1.0	240720
11-110-09	3	1.0	261542
11-110-10	4	1.0	261542
11-110-11	5-A	2.0	301193
11-110-15	A2	0.81	268403
11-110-16	1	0.81	263527
11-110-18	30	1.24	269178
11-110-19	31	1.24	269178
11-110-20	32	1.24	269178
11-110-21	33	1.24	269178
11-110-22	34	1.24	269178
11-110-23	35	1.24	269178
11-110-24	36	1.0	269178
11-110-25	37	1.0	269178
11-110-26	38	1.0	269178
11-110-27	39	1.0	269178
11-110-28	40	1.0	269178
11-110-29	41	1.0	269178
11-110-31	6	1.0	279177
11-110-32	7	1.0	279177
11-110-33	8	1.0	279177

**NOTE:** THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION, DIVISION OF ASSESSMENT STANDARDS.



**M.D.B. & M.**

LANDER COUNTY



REVIEWED, 04/20/22 NJW  
BOUNDARY ADJUSTMENT 11-110-11 AND 30. DOC #301194. #301193: 01/06/22 NJW



donna kutlesa <dlkutlesa.dka@gmail.com>

---

**Fwd: Nevada Secretary of State Notice of Business Entity Filing External Submission Received.**

1 message

---

**David Kutlesa** <daveontargetguns@gmail.com>  
To: Donna Kutlesa <dlkutlesa.dka@gmail.com>

Mon, Nov 21, 2022 at 8:24 AM

----- Forwarded message -----

From: <esosmail@sos.nv.gov>  
Date: Mon, Nov 21, 2022 at 8:23 AM  
Subject: Nevada Secretary of State Notice of Business Entity Filing External Submission Received.  
To: <daveontargetguns@gmail.com>

 SilverFlume - Nevada's Business Portal

David Kutlesa,

Congratulations! Your SilverFlume **Job Number** P3890112 for Work Order Item Number: W2022112100188-2524407 – Domestic Corporation (78)

Initial List for BM Guns Inc. has been received and will be processed by the Nevada Secretary of State.

If you have questions, please contact our office at (775) 684-5708 or visit our website at <https://www.nvsos.gov>.

This is an automated email - please do not reply to this message.

Sincerely,

The Office of Nevada Secretary of State

Thank you for visiting SilverFlume Nevada's Business Portal at [www.nvsilverflume.gov](http://www.nvsilverflume.gov). For questions, please see the online frequently asked questions or contact customer support at 775.684.5708 or [support@nvsilverflume.gov](mailto:support@nvsilverflume.gov).

Need resources to start and grow your business? Visit the Business Resource Center.



donna kutlesa <dlkutlesa.dka@gmail.com>

## Fwd: Order Confirmation

1 message

David Kutlesa <daveontargetguns@gmail.com>  
To: Donna Kutlesa <dlkutlesa.dka@gmail.com>

Mon, Nov 21, 2022 at 8:24 AM

----- Forwarded message -----  
From: <donotreply@nvsilverflume.gov>  
Date: Mon, Nov 21, 2022 at 8:23 AM  
Subject: Order Confirmation  
To: <daveontargetguns@gmail.com>



Dear David Kutlesa,

Congratulations on successfully completing the following filing(s)!

You will receive a Notification of Filing Acceptance email with a link to your documents. Documents pertaining to UCC filings as well Notary applications or amendments require additional review and may be available within 7 days from the date of purchase. If you need assistance, please contact Customer Service at support@nvsilverflume.gov or (775) 684-5708 option 9.

[CLICK HERE TO DOWNLOAD ONLINE RECEIPT](#)

Order Confirmation Number: **U9UJA**  
Payment Date: **11/21/2022**



Agency	Job Number	Item	Qty	Unit Price	Subtotal	Instructions
NV Secretary of State's Office	P3890076	BM Guns Inc.			\$725.00	Your documents will be available in SilverFlume for 60 days from the date of purchase; you will be responsible for additional fees beyond the 60 day timeframe. Please visit <a href="https://www.nvsos.gov/sos/businesses/commercial-recordings/forms-fees">https://www.nvsos.gov/sos/businesses/commercial-recordings/forms-fees</a> to view the fee schedule.
		Articles of Incorporation - Domestic Corporation	1	\$75.00		
		Initial List of Officers and Directors	1	\$650.00		
					<b>Total: \$725.00</b>	

Sincerely,  
The Office of Nevada Secretary of State  
Thank you for visiting SilverFlume Nevada's Business Portal. For questions, please see the online frequently asked questions or contact customer support at 775.684.5708 or support@nvsilverflume.gov.



donna kutlesa <dlkutlesa.dka@gmail.com>

---

## Fwd: Notification of Filing

1 message

---

David Kutlesa <daveontargetguns@gmail.com>  
To: Donna Kutlesa <dlkutlesa.dka@gmail.com>

Mon, Nov 21, 2022 at 8:24 AM

----- Forwarded message -----

From: <donotreply@nvsilverflume.gov>  
Date: Mon, Nov 21, 2022 at 8:23 AM  
Subject: Notification of Filing  
To: <daveontargetguns@gmail.com>



Hello David Kutlesa,

This note is to inform you that a filing has been completed for BM Guns Inc.. The filing completed was: *Articles of Incorporation - Domestic Corporation, Initial List of Officers and Directors*.

To see more about this filing and others completed for this entity, click here: [Entity Actions](#)

If you no longer wish to receive alerts for this business, click here: [Unsubscribe to alerts for BM Guns Inc.](#)

Sincerely,

The Office of Nevada Secretary of State

Thank you for visiting SilverFlume Nevada's Business Portal. For questions, please see the online frequently asked questions or contact customer support at 775.684.5708 or [support@nvsilverflume.gov](mailto:support@nvsilverflume.gov).

Need resources to start and grow your business? Visit the [Business Resource Center](#).



PERSONAL MONEY ORDER

0007327 11-24  
Office AU # 1210(8)

SERIAL #: 0732701923

ACCOUNT#: 4945-776060

Remitter: DAVID KUTLESA  
Purchaser: DONNA KUTLESA  
Purchaser Account: xxxxxx3339  
Operator I.D.: u840864  
Funding Source: Cash

November 21, 2022

PAY TO THE ORDER OF \*\*\*LANDER COUNTY\*\*\*

\*\*Seventy-Five and 00/100 -US Dollars \*\*

\*\*\$75.00\*\*

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
1000 BROYLES RANCH RD  
BATTLE MOUNTAIN, NV 89820  
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF STOP PAYMENT IS PLACED ON THIS  
INSTRUMENT, WELLS FARGO BANK MAY IMPOSE A WAITING  
PERIOD BEFORE ISSUING A REPLACEMENT OR REFUND.

VOID IF OVER US \$ 75.00

NON-NEGOTIABLE

Purchaser Copy

F8004 (10/19) M4203 10187143

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

PERSONAL MONEY ORDER

0732701923

0007327 11-24  
Office AU # 1210(8)

Remitter: DAVID KUTLESA  
Operator I.D.: u840864

November 21, 2022

PAY TO THE ORDER OF \*\*\*LANDER COUNTY\*\*\*


\*\*Seventy-Five and 00/100 -US Dollars \*\*

\*\*\$75.00\*\*

Payee Address:  
Memo:

WELLS FARGO BANK, N.A.  
1000 BROYLES RANCH RD  
BATTLE MOUNTAIN, NV 89820  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 75.00

  
Purchaser's Signature

Security Features Included. Details on Back.

⑈0732701923⑈ ⑆121000248⑆4945 776060⑈



<u>Parcel #</u>	<u>Owner Name</u>	<u>Property Location</u>
011-110-15	GONZALEZ, ALFREDO & MOLLY	935 SHEEP CREEK ROAD
011-110-16	DORTCH, BOYD & ARSENAULT, AMY	925 SHEEP CREEK ROAD
011-110-18	BLEAK, JASON KIRK & JUDY LYN	170 BLUE RIDGE ROAD
011-110-19	HARVEY, JESS D & JESSICA L	160 BLUE RIDGE ROAD
011-110-20	SALAZAR, RYAN & KELSEY	150 BLUE RIDGE ROAD
011-110-21	SMITH, ROBERT	140 BLUE RIDGE ROAD
011-110-22	GONZALEZ, RODRIGO V & NORMA	130 BLUE RIDGE ROAD
011-110-23	GONZALEZ, JORGE	120 BLUE RIDGE ROAD
011-110-24	KUTLESA, DAVID	125 BLUE RIDGE ROAD
011-110-25	CUTIERREZ, CHARLES E & GEORGIA	135 BLUE RIDGE ROAD
011-110-26	DORIAN, BLAKE & GILKESON, KAYLA	145 BLUE RIDGE ROAD
011-110-27	JONES, SATICA & JOHNSON, JACOB	155 BLUE RIDGE ROAD
011-110-28	TAPIA-FELIX, MANUEL	165 BLUE RIDGE ROAD
011-110-29	MILLS, CORY K	175 BLUE RIDGE ROAD
011-140-07	WINTLE, JAY A	810 SHEEP CREEK ROAD
011-140-08	WINTLE, CURTIS J	930 SHEEP CREEK ROAD
011-140-09	PRIEST, STEPHEN R & DELICIA A	940 SHEEP CREEK ROAD
011-140-10	SHANAHAN, SEAN A	950 SHEEP CREEK ROAD

DOC # 0270093

02/04/2014

10:08 AM

Official Record

Recording requested By

JAY WINTLE

Lander County - NV  
Idonna Trevino - Recorder

Fee: \$46.00 Page 1 of 8

RPTT: Recorded By: BB

Book- 655 Page- 0068



0270093

AMENDED  
January 21, 2014  
**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TURQUOISE HILLS ESTATES**  
Lander County, Nevada

THIS DECLARATION is made this 21st day of January, 2014, By Jay Wintle and Arnold Beck Construction INC owning 100% of the property within Turquoise Hills Estates

**RECITALS**

A. The Declarant is the owner of certain real property located in Lander County, Nevada, commonly known as **TURQUOISE HILLS ESTATES** and more particularly described as Property contained in the Township 32N, Range 45E, M.D.M., Section 30, and Township 32N, Range 44E, M.D.M., Section 25, further described as:

Lander County Parcel Map Doc. #263526 Township 32N, Range 45E, M.D.M., Section 30

All Portion of Parcels #1, #2, #3, and #4 of (Doc. #263526 Book 631 page 649 Jay Wintle Parcel Map) recorded on 3/22/2012 with the Lander County Records Office

Lander County Parcel Map Doc. #263527 Township 32N, Range 44E, M.D.M., Section 25

All Portion of Parcels #1, #2, #3, and #4 of (Doc. #263527 Book 631 page 650 Jay Wintle Parcel Map) recorded on 3/22/2012 with the Lander County Records Office

B. The purpose of this Declaration is to establish a plan for the development, sale, lease and use of the Property in order to protect and enhance the value and desirability of the Property as well as to preserve the natural beauty, view and unspoiled state of the Property.

C. All of the Residential Property (lot size) smaller than 5 acres shall be held, sold and conveyed subject to this Declaration.

D. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereto.

AMENDED

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

Page 1 of 7



E. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in the Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, or assignees.

F. By acceptance of a deed or by acquiring any interest to any of the Property subject to this Declaration, each person or entity acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by all subsequent and future owners, grantees, purchasers, assignees, Jay Wintle., or his successor in interest, and or any homeowners association created to enforce this declaration.

#### **ARTICLE 1** **DEFINITIONS**

A. "Declarant" means Jay Wintle., Arnold Beck Construction INC or their successor and assigns of its rights and power hereunder.

B. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and any amendments hereto.

C. "Mortgage" means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Lot or Lots that is prior to the lien of any other deed of trust or realty mortgage.

D. "Owner" means a record holder of to the fee simple interest in any Lot, including Declarant. Owner shall not include: (i) a Person having an interest in a Lot merely as security for the performance of an obligation; or (ii) a tenant of a Lot.

E. "Lot" or "Lots" means a portion of the Property intended for independent ownership and use and set forth as a Lot on the Recorded Survey Plat showing said Lot(s), either individually or collectively as the case may be as each division may be allowed by law.

F. "Person" means a natural person or a corporation, Limited Liability Company, partnership, joint venture, trust or any other legal entity.

G. "Recorded Survey Plat" means the maps of the Turquoise Hills Estates development recorded in the office of the Lander County Clerk and Recorder in Lander County, Nevada, and all amendments, supplements and corrections thereto and any Parcel map or subdivision map recorded against any supplements and corrections thereto.

H. "Restrictions" means the covenants, conditions, charges, liens, restrictions, easements and reservations contained or referred to in the Declaration, as it shall be amended from time to time.

I. "Landscaping" means groomed, maintained, weed free area.

#### **ARTICLE 2** **RESTRICTIONS**

A. **Single-Family Residential Use Only:** All Lots in residential zoning shall be used for residential purposes only; however, livestock, poultry, and domestic animals may be kept pursuant to the governing zoning and use provisions of Lander County for the above described property. Notwithstanding anything contained in this Paragraph, this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses for the above described property shall be in compliance with Lander County Building codes, zoning regulations, and permitted uses.

**AMENED**

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

*Page 2 of 7*



0270093

Book: 655  
Page: 7902/04/2014  
Page: 3 of 8

**B. Dwelling:** There shall be only one single-family dwelling allowed per Lot, and one guest house as set forth by Lander County Zoning Codes. All dwellings that are to be used as residences must be on permanent foundations, larger than 1540 square feet without restriction and must obtain a certificate of occupancy within 18 months from issuance of building permit.

1. All newly constructed single-family dwelling smaller than 1540 square feet are restricted by the size of the existing home within a 200 ft. radius, of the planned home. No newly constructed single-family dwelling less than 1540 square feet shall be no smaller than 400 square feet of any existing home within a 200 ft. radius.

**C. Temporary Structures:**

1. No structure of temporary character, recreational vehicle, camper unit, trailer, travel trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any Lot as a residence unless the occupant is diligently proceeding to construct a permanent residence on a Lot for a period not to exceed eighteen (18) months.

2. Except as otherwise provided in C subsection 1, a travel trailer, recreational vehicle, tent or camper unit currently registered for public road use may be parked on the property, but not used as a residence.

**D. Landscaping:** Landscaping shall be completed between front house boundary and front property line/street within 18 months of building permit issuance.

**E. Easements:** No structure, including fencing, shall be constructed on the recorded easements as they are shown on the Recorded Survey Plat. Any fence constructed by an Owner inside a Lot boundary easement will be required to be relocated off the easement at Owner's expense. Owners will provide access to subject easements whenever requested by utility companies. There shall be no further granting of easements by Lot Owners without the express written approval of either Declarant or all abutting owners.

**F. Utility Installation:** Any utility construction on a Lot shall be the Owner's responsibility at Owner's sole expense. All utility construction on a Lot shall be underground from the point where it connects to the main utility lines installed along property lines to Owner's building or other service site.

**G. Outbuildings/Garages/Shops:** All properties shall have a minimum 2 car garage, attached or detached, finished and usable at or before occupancy of the home occurs. All detached buildings other than the home, shall be built at or behind the centerline of the sides of the home. All detached structures shall be painted or finished to match the home in color. If pre colored building materials are used they should match as close as possible.

**H. Drainage:** Each owner agrees for himself or herself and his or her successors and assigns that he or she will not in any way interfere with the natural or established drainage of water over, under, or through his or her Lot from an adjoining or other Lot, including runoff from the roof of an adjoining Lot. For the purposes hereof, "natural" drainage is defined as the drainage which would naturally occur at the time the overall grading plan of the subdivision has been completed. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time of the overall grading of the Subdivision has been completed by the developer. "Established" shall also include any drainage system including but not limited to storm drains, culverts, and swales constructed by the developer.

**I. Vehicles/RV's/Boats:** All cars, trucks, recreational vehicles, boats, other motorized or non-motorized vehicles (that come under the regulations of the NV Dept of Motorized Vehicles or Division of Wildlife) that are not inside of a fully enclosed building must be registered. No such vehicle may be stored, maintained, constructed, reconstructed or repaired on any part of any Lot except when done inside a shed, shop, garage or screening so that is not visible from other Lots, unless for a short period, generally

AMENED

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

*Page 3 of 7*



under 30 days. Recreational vehicles, boats, and any type of trailer, in addition to inoperable or unlicensed such vehicles must be stored or parked behind the home. No more than 2 unlicensed vehicles, trailers, boats or RV's shall be kept on the premises unless stored inside a building.

**J. Trash:** No Lot may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Lot except in covered containers and screened from view of adjacent properties.

**K. Nuisance Activities:** The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to road racing, loud music, and barking dogs.

**L. Signs:** No signs will be permitted except for:

1. Address signs that identify the address and/or the Owner of the Lot;
2. No trespassing signs (not exceed two (2) square feet);
3. No hunting signs (not exceed two (2) square feet);
4. No soliciting signs (not exceed two (2) square feet);
5. A home-based business sign provided the business is licensed as per Lander County regulations (not exceed two (2) square feet).

None of the sign restrictions in this Declaration apply to the Declarant or its assigns or successors, for the purpose of selling Lots, location, directional or street signs. Nothing in this provision shall prohibit an Owner from attempting to sell their Lot in accordance with the provisions stated therein.

**M. Livestock:** Lot Owners shall follow Lander County ordinances regarding having and maintaining their own livestock. All livestock, shelters, feed, and fencing as applies to livestock, shall be kept 150' from the street. The land south and west of Turquoise Hills Estates is open range; ranchers have the right to have their cattle roaming freely in the entire area. Additionally, undeveloped areas surrounding lots subject to these CC&R's shall continue to be used in an agricultural fashion, ie livestock, grazing and farming. It is the responsibility of a lot owner, if desired, to erect a fence as per Nevada Revised Statutes 569.450 and 568.300. Turquoise Hills Estates has erected a fence on the south and west Property boundaries that shall be maintained by property owners.

**N. Burning:** No Lot Owner or Lot Owner's guest, tenant, contractor or vendor shall burn any material, in the open, within the Turquoise Hills Estates. This restriction does not include the use of barbeque grills, outdoor fireplaces, or a contained wood fire pit for usual and customary food cooking on a Homeowner's Lot.

No owner shall permit any condition to exist on his or her Lot, including, without limitation, trash piles or weeds, which creates a fire hazard or is in violation of local fire regulations and fuel modification and brush management requirements.

**O. Off-Road Vehicles:** All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor. Off-road vehicles such as motorbikes, motorcycles, ATVs, snowmobiles or other motorized vehicles may be operated on an owner's individual Lot; however moto-cross tracks, racing areas, competitive off-road racing or any structured moto-cross type activities are strictly prohibited.

**P. Declarant's Exceptions:** Nothing herein shall be constructed as prohibiting Declarant from maintaining a sales or development office on any Lot or engaging in activities which Declarant deems appropriate to its development or sales program.

**Q. Enforcement:** The owner of any Lot shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions, now or hereafter

AMENED

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

*Page 4 of 7*



imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction contained in this Declaration shall in not event be deemed a waiver of right to do so thereafter.

**R. Local Regulations:** If local governmental regulations provide for more definitive or limiting restrictions than stated in this document, those regulations shall govern.

**S. Exemptions:** Commercial and Industrial Zoned property located within Turquoise Hills Estates parcels subject to these CC&R's shall be exempt and not subject to this document.

### ARTICLE 3 GENERAL PROVISIONS

**A. Enforcement:**

1. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot after the date on which this instrument shall have been recorded in the Office of the Clerk and Recorder of Lander County, Nevada.
2. This Declaration may be enforced by the Declarant, by any Owner, or Turquoise Hills Estates. Or its assigns, or by the holder of a Mortgage on any Lot in any court having jurisdiction.
3. In any actions to enforce the covenants, conditions and restrictions contained in this Declaration, the prevailing party shall be entitled to its reasonable attorney fees.

**B. Effect of Breach:**

1. The breach of any covenant, condition, or restriction contained in this Declaration, shall not defeat or adversely affect any lien or Mortgage upon any Lot.
2. The breach of any covenant, condition, or restriction contained in this Declaration may be enjoined, abated or remedied by appropriate action or proceeding, notwithstanding the existence of a lien or Mortgage.

**C. Binding Effect:** This Declaration shall be binding upon and effective against any Owner or occupant of any Lot regardless of whether that title was acquired by foreclosure, bankruptcy proceeding, intestate succession, adverse possession, or otherwise.

**D. No Waiver:** The failure to enforce any covenant, condition, or restriction contained in this Declaration shall in no way be deemed a waiver of the covenant, condition or restriction.

**E. Severability:** If any provision of this Declaration, or any part of any provision of this Declaration, is determined to be invalid or unenforceable, in whole or in part, for any reason whatsoever, it shall be severable from the rest of this Declaration and shall not invalidate or affect the other portions or parts of this Declaration, which shall remain in full force and effect and be enforceable according to its terms.

**F. No Liability:** It is expressly agreed that neither the Declarant (including without limitation any successor or assign of the interest of the Declarant hereunder) nor to any Owner or other person or entity shall be liable for any claim arising under, in connection with or resulting from, the Declarations.

**G. Term:** This Declaration shall remain in full force and effect for a term of forty (40) years from and after the date of recording of this Declaration. Or when over Sixty percent 60% of Turquoise Hills Estates lot owners petitioned to amend or dissolve this document.

AMENED

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

*Page 5 of 7*



0270093

Book: 655  
Page: 7302/04/2014  
Page: 6 of 8

Under terms of Article 3, Part G., DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURQUOISE HILLS ESTATES. That was filed for record by, Jay Wintle, in the Office of the County Recorder of Lander County, Nevada. On January 25, 2013 in book 641 page's 717-722, Document No. 0266713, of Official Records. Lander County, Nevada.

On November 25, 2013 Jay Wintle and Arnold Beck Construction INC. owning 100% of the property within Turquoise Hills Estates, have petitioned and wish to amend, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURQUOISE HILLS ESTATES Document No. 0266713 filed for record by, Jay Wintle, in the Office of the County Recorder of Lander County, Nevada. On January 25, 2013 in book 641 page's 717-722.

EXECUTED this <sup>23</sup>21 day of January, 2014

DECLARANT: By Jay Wintle : land owner

By:

Jay Wintle

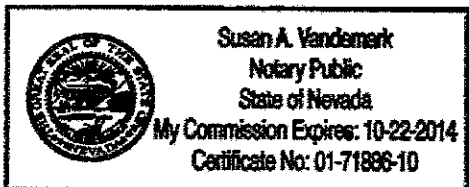
State of Nevada

County of Lander

On this <sup>23</sup>21<sup>st</sup> day of January, 2014 appeared before me, a notary public, Jay Wintle, the Owner of said property and executed the foregoing instrument freely and voluntarily for the purposes of intended.

Notary Public

My Commission expires: 10/22/2014



AMENED

*Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES*

Page 6 of 7



EXECUTED this 29<sup>th</sup> day of January, 2014

DECLARANT: By Nathan Beck of Arnold Beck Construction INC.: land owner

By: 

Nathan Beck

State of Nevada )  
County of EKO )

On this 29<sup>th</sup> day of January, 2014 appeared before me, a notary public, Nathan Beck of Arnold Beck Construction INC.: the Owner of said property and executed the foregoing instrument freely and voluntarily for the purposes of intended.

SEE Attached

AMENED

Declaration of Covenants, Conditions, and Restrictions for  
TURQUOISE HILLS ESTATES





0270093

Book: 655  
Page: 7502/04/2014  
Page: 8 of 8

STATE OF NEVADA )

:SS.

COUNTY OF ELKO )

This instrument was acknowledged before me on

1/29/14 byNathan BeckOffen Olsen

Notary Public

(My commission expires: 3-3-2014)This acknowledgment attached to Declaration of Covenants, Conditions dated  
1/21/2014 and Restrictions

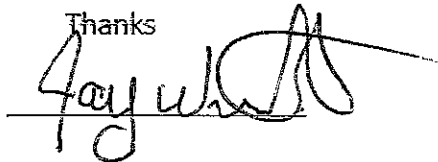
To : LANDER COUNTY PLANNING

I Jay Wintle original Declarant of Declaration of Covenants, Conditions, and Restrictions for TURQUOISE HILLS ESTATES recorded with Lander County recorder as Doc. #0270093. Confirm that over sixty percent of the current 18 residential Property owners agreed that 125 Blue Ridge Rd. part time gun business is in compliance with the above mentioned Covenants, Conditions, and Restrictions for TURQUOISE HILLS ESTATES. As long as they follow their Business plan mentioned on next page.

This only give them permission to apply for a Home Occupation Permit. Their part time gun business must be in compliance with all term mentioned in TURQUOISE HILLS ESTATES Covenants, Conditions, and Restrictions.

DATE JAN 4 2023

Thanks

A handwritten signature in dark ink, appearing to read 'Jay Wintle', with a long horizontal stroke extending to the right.

JAY WINTLE

December 16, 2022

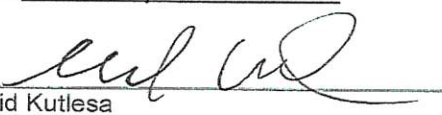
To the current 18 residential property owners of Turquoise Hills Estates.

The residents of 125 Blue Ridge Rd wish to operate a part time gun business from the interior of their single car portion of their garage in order not to disturb any neighbors. The number of firearms, ammunition, and reloading supplies will be limited due to the small area being used for the business. Visitor parking will be limited to their property not closer than 25 feet from the property line. The resident will preserve the residential nature of the property. In addition, resident will have a full-time monitored security system that will include indoor and outdoor cameras. Business will generally be done by appointment to limit any traffic concerns and be kept to daytime hours, generally 9am to 5pm. No business will be conducted on Sundays.

To be approved, sixty percent of the current 18 residential Property owners must agree, that are business plan meets the highlighted part of Turquoise Hills Estates CC&R's. (Lander County recorder Doc. #0270093). If agree please sign and print their names below. This includes each person listed on the property Deed.

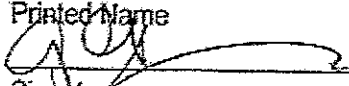
Thank you

Date: 12-24-2022

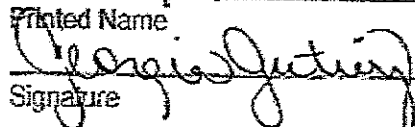
  
David Kutlesa

## ARTICLE 2 RESTRICTIONS

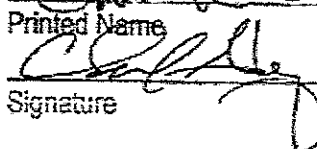
A. **Single-Family Residential Use Only:** All Lots in residential zoning shall be used for residential purposes only; however, livestock, poultry, and domestic animals may be kept pursuant to the governing zoning and use provisions of Lander County for the above described property. Notwithstanding anything contained in this Paragraph, this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses for the above described property shall be in compliance with Lander County Building codes, zoning regulations, and permitted uses.

JORGE GONZALEZ  
Printed Name  
  
Signature

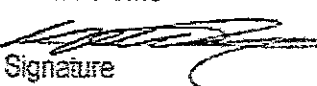
120 BLUE RIDGE RD  
Address  
12-26-22  
Date

GEORGIA GUTIERREZ  
Printed Name  
  
Signature

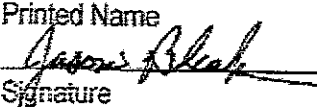
135 BLUE RIDGE RD  
Address  
12-26-22  
Date

CHUCK GUTIERREZ  
Printed Name  
  
Signature


135 Blue Ridge  
Address  
12/26/22  
Date

MARCEL TAPIA  
Printed Name  
  
Signature

165 Blue Ridge  
Address  
12/26/22  
Date

JASON BLEAK  
Printed Name  
  
Signature

170 Blue Ridge Rd.  
Address  
12/26/2022  
Date

JUDY BLEAK  
Printed Name  
  
Signature

170 Blue Ridge Rd  
Address  
12/26/2022  
Date

Sean Shanahan  
Printed Name  
Signature

950 Sheep Creek Road  
Address  
12/26/2022  
Date

Stephen Priest  
Printed Name  
Signature

940 Sheep Creek  
Address  
12/26/22  
Date

Delicia Priest  
Printed Name  
Signature

940 Sheep Creek  
Address  
12-26-22  
Date

Molly Gonzalez  
Printed Name  
Signature

935 Sheep Creek  
Address  
12/26/2022  
Date

MIFREDO Gonzalez  
Printed Name  
Signature

935 SHEEP CREEK  
Address  
12-26-22  
Date

Blake Doran  
Printed Name  
Signature

145 Blue Ridge Rd.  
Address  
12-28-22  
Date

Kayla Gillison

Printed Name

Kayla Gillison

Signature

175 Blue Ridge Rd

Address

12-28-22

Date

Gary Mills

Printed Name

Gary Mills

Signature

175 Blue Ridge Rd

Address

12-28-22

Date

DAVID KUTLESA

Printed Name

David Kutlesa

Signature

125 Blue Ridge Rd

Address

12-28-22

Date

KELEY SABZAR

Printed Name

Kelsey Sabzar

Signature

150 Blue Ridge Rd

Address

12/28/22 Battle MN NV 89820

Date

RYAN SABZAR

Printed Name

Ryan Sabzar

Signature

150 Blue Ridge Rd

Address

12/28/22

Date

Printed Name

Address

Signature

Date

GONZALES, ALFREDO	935 SHEEP CREEK RD
GONZALES, MOLLY	935 SHEEP CREEK RD
BLEAK, JASON	170 BLUE RIDGE RD
BLEAK, JUDY	170 BLUE RIDGE RD
HARVEY, JESS D	160 BLUE RIDGE RD
HARVEY, JESSICA L	160 BLUE RIDGE RD
SALAZAR, RYAN	150 BLUE RIDGE RD
SALAZAR, KELSEY	150 BLUE RIDGE RD
SMITH, ROBERT	140 BLUE RIDGE RD
GONZALES, RODRIGO	130 BLUE RIDGE RD
GONZALES, NORMA	130 BLUE RIDGE RD
GONZALES, JORGE	120 BLUE RIDGE RD
KUTLESA, DAVID	125 BLUE RIDGE RD
GUTIERREZ, CHARLES	135 BLUE RIDGE RD
GUTIERREZ, GEORGIA	135 BLUE RIDGE RD
DORIAN, BLAKE	145 BLUE RIDGE RD
DORIAN, KAYLA	145 BLUE RIDGE RD
JONES, SATICA	155 BLUE RIDGE RD
JOHNSON, JACOB	155 BLUE RIDGE RD
TAPIA-FELIX, MANUEL	165 BLUE RIDGE RD
MILLS, CORY	175 BLUE RIDGE RD
WINTLE, JAY	810 SHEEP CREEK RD
WINTLE, CURTIS	930 SHEEP CREEK RD
PRIEST, STEPHEN	940 SHEEP CREEK RD
PRIEST, DELICIA	940 SHEEP CREEK RD
SHANNAHAN, SEAN	950 SHEEP CREEK RD

10

## **LANDER COUNTY STAFF REPORT** **SPECIAL USE PERMIT**

**Applicant: Beowawe Power, LLC.**

**Report Date: 2/6/2023**

**Report Due from Staff: 2/9/23**

**Agenda Item Number: 1**

**Application Number: PD-2022-66**

**Planning Commission Date: 2/15/23**

**Project Description: Renewable energy**

### **PROJECT INFORMATION**

**ADDRESS:** 6140 plumas street, Reno, NV 89509

**PARCEL NUMBER:** 010-510-13

**PARCEL SIZE:** 640.000 acres +/-

**EXISTING ZONING:** A1- ONE-ACRE AGRICULTURAL DISTRICT

**MASTER PLAN DESIGNATION:** Very Low Density

**EXISTING LAND USE:** Code 100 – Single Family Residence

#### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by: See attached Lander County Assessor zoning plat maps.

#### **PROPERTY CHARACTERISTICS:**

The property is generally flat. The property is accessed by power line road.

#### **BACKGROUND:**

The parcel is located within Lot 36, Block B, Turquoise Hills Estates Phase 1. This parcel is designated as A1– One-Acre Agricultural. The surrounding zoning is all A1. The entire parcel is 1.019 acres. Requesting a home occupation permit for the sale of guns and accessories.

#### **ZONING DISTRICTS: Chapter 17.38 - FARM AND RANCH DISTRICT—A3** **Sections:**

##### **17.38.010 - Uses permitted.**

**Uses permitted in the A-3 district on a lot or parcel having the required area and width:**

**A. All uses permitted in zones A-1 and A-2; Bona fide watchman's quarters are permitted in an operating A-3 District, subject to a special use permit, and the special**



use permit shall at a minimum require compliance with all federal, state and local regulations and laws regarding sewage disposal;

B. Borrow pits, cemeteries, rifle ranges, highway and maintenance camps, sawmills; all subject to a special use permit;

C. In all areas designated on the land use map as "flood plain," all uses shall be subject to the issuance of a special use permit. Building and development to be in accordance with the regulations issued by the United States department of housing and urban development and the federal emergency management agency;

D. Residential housing developed as a planned unit development where individually owned parcels conform to the required area and width numbers contained in the PUD chapter of this title, and where land in common is devoted to open space uses other than residential uses, is subject to issuance of a special use permit.

(Ord. 94-4 § 12.05.03 (part), 1994)

(Ord. No. 2013-01, § 1, 8-22-13)

**17.38.020 - Area and width requirements.**

The required area and width for the A-3 district are as follows: twenty acres minimum area; five hundred feet minimum width. There may be one or more single-family dwellings on a lot or parcel having an area in excess of forty acres, provided there is not less than twenty acres for each unit and that such structures are not less than one hundred feet apart.

(Ord. 94-4 § 12.05.03 (part), 1994)

**17.38.030 - Setback requirements.**

Setback regulations in the A-3 district are as follows:

A. Front. Structures shall be located no less than fifty feet from the front property line.

B. Side. The minimum side yard for each main structure shall be twenty-five feet.

C. Rear. The minimum rear yard for each main structure shall be fifty feet.

(Ord. 94-4 § 12.05.03 (part), 1994)

**STAFF RECOMMENDATION:**

Applicant has requested a small business, Home Occupation Permit, for the sale of guns and accessories.

Staff recommends this item be decided by planning commission "Staff has no recommendations on this HO due to the CC&R"

**FINDINGS:** I had a anonymous Home Owner from the Blue Ridge development come into my office and voice their concerns about this Home Occupancy request. They are not okay with this Home Occupancy because they like the CC&R & bought their house

**in this specific development because of the CC&R. And they do not want any extra traffic coming onto the dead end road. As well as the neighborhood children playing outside.**

# LANDER COUNTY PLANNING COMMISSION

February 15<sup>th</sup>, 2023

## AGENDA ITEM NUMBER 3

---

- 1) Discussion and possible action on the Ormat Beowawe Power Plant LLC, for a special use permit.



# Lander County Community Development

## SPECIAL USE PERMIT APPLICATION

### APPLICANT/OWNER INFORMATION

Applicant(s): Beowawe Power, LLC.

Address: 6140 Plumas Street, Reno, NV 89519

Mailing Address: 6140 Plumas Street, Reno, NV 89509

Phone/Email: (775) 356-9029; [ehelms@ormat.com](mailto:ehelms@ormat.com) (Elizabeth Helms, Corporate Secretary)

Legal Owner(s) of property: Nevada Gold Mines, LLC

### PROJECT INFORMATION

Property Location: 1000 Power Plant Place, Beowawe, NV 89821. The site is located approximately 18 miles east-southeast of Battle Mountain in Section 13, T31N, R47W in rural Whirlwind Valley, Lander County, NV. The current plant occupies just 7 acres of a nearly 3,500-acre parcel.

Assessor's Parcel Numbers(s): 010-510-13

Current Master Plan: Farm & Ranch Current Zoning: Agriculture (A3)

Request: The request is for a Special Use Permit to allow for expansion of renewable energy production facilities.

Are there any deed restrictions affecting the use of the property? No

### SIGNATURE(S)

I hereby certify that the information stated above and materials submitted along with this application form are true and correct to the best of my knowledge. It is my responsibility to inform Lander County of any changes to information represented in this submittal.

---

Owner's Signature

Date

---

Applicant's Signature *(if the person applying is not the owner)*

Date

**SPECIAL USE PERMIT**  
**APPLICATION CHECKLIST**  
**Lander County, NV**

The following must accompany this application:

1. **\$300.00 application fee (non-refundable).** Check or money orders payable to Lander County

✓ 2. **Proof of ownership.** If the person signing the owner's affidavit is not listed as the property owner in the most recent records of the Lander County Assessor, proof of ownership acceptable to the administrator must be submitted with the application

✓

Affidavit attached

✓ 3. **Review Materials including:**  
○ A. Complete application form

See above

- B. Written description of request, including:
  - Describe in detail the proposal for the property

The project aims to expand geothermal energy production and add solar photovoltaic at the parcel. The existing geothermal plant currently consists of three in-service production wells, two injection wells, and ancillary facilities. This request would add a new 5-acre power plant northwest of the existing power plant and create a new 40-acre photovoltaic solar field to supply power to the plant located just northwest of the new power plant. Energy produced by the solar field will offset the parasitic load of the geothermal power production.

- Explain the purpose of the special use permit

The existing geothermal plant was approved by the Lander County Commission in May 1985. It remains unclear from Planning Department records if this original approval was a Special Use Permit. If so, this application serves as an amendment request for expansion of a conforming existing renewable energy use on A-3 zoning. Our request is Special Use Permit approval for renewable energy development in A-3 (in compliance with Master Plan Policy CNR2.12).

- Any potential effects to adjoining property owners with regard to noise, dust, traffic.

The project will not have any anticipated negative effects on adjoining properties related to power plant and solar operations. During the short-term construction phase the project will generate minimal additional traffic and dust but makes use of existing access roads that will have control measures like watering exposed dirt areas. Construction will also generate some noise related to heavy equipment. The activities will occur on a parcel that is rural and remains largely undeveloped plus the adjacent properties are nonresidential uses.

- Response to all required findings

Responses are provided on the following page

- ✓ 4. Attach drawings to scale of any proposed signs

Site plan attached

- ✓ 5. One hardcopy and one electronic copy (CD or USB) of all application materials.

USB attached

#### NOTE

It is strongly recommended that all applicants or their representative physically attend (or be available by phone) the Planning Commission hearing as their application may be deferred or denied for lack of evidence.

## **REQUIRED FINDINGS**

Please provide a written response to the below required findings and include with the other materials in Checklist Item 3 (see above).

Before a permit may be granted, evidence is required that the proposed use:

- (a) Is necessary to the public health, safety, convenience, and welfare;

Yes, expansion to the existing power plant can be considered orderly development that is both convenient and serves community economic welfare. Current facility operations are in compliance with all public health and safety regulations and the proposed additions will operate subject to the same standards and operational procedures.

- (b) Is a use permitted in land use district subject of the provisions of Section 17.14 of Lander County Municipal Code. A special use permit may not be issued for a use not conditionally permitted within a land use district;

Yes, the existing renewable energy use is allowed for subject to Special Use Permit in A-3 Agricultural zones and in conformance with the site's Farm & Ranch Master Plan designation.

- (c) Will not result in material damage or prejudice to other property in the vicinity;

The expansion will not result in material damage or prejudice to other property in the vicinity. The project is on private property leased from Hospah Coal Company/Nevada Gold Mines.

- (d) Is compatible with existing surrounding land uses and development.

Yes, this expansion of an existing renewable energy facility that replaces a portion of the geothermal plant with newer and more efficient technology and adds solar photovoltaic panels.

- (e) Is in substantial conformance with the master plan.

Yes, the use is in substantial conformance to adopted zoning and master plan land use designations.

- (f) Will have adequate services and infrastructure to support the proposed development.

Yes, the parcel is already served by County services and infrastructure. The expansion will not generate significant demand for additional services. It will provide additional power resources.

- (g) Will adequately mitigate traffic impacts of the project and provides a safe pedestrian environment.

The use is not pedestrian and will continue to utilize existing roads and circulation that can accommodate additional construction trips. Long-term, the power facilities will not generate additional traffic at/to the project parcel.

- (h) Location and scale, intensity, density, height, layout, setbacks, and architectural and overall design of the development and the uses proposed, is appropriate to the area in which it is located.

The new facilities would be designed in proximity to the existing geothermal power plant. These facilities are all smaller in scale and farther from property lines with less intensity, height, and setbacks than required for by A-3 zones. The overall development occurs on less than 10 percent of the total parcel area.

- (i) Does not create adverse environmental impacts such as smoke, noise, glare, dust, vibrations, fumes, pollution or odor which would be detrimental to, or constitute a nuisance to area properties.

The power plant and solar field will not have adverse environmental impacts. The project is similar in nature to the existing power production facility and does generate renewable energy. Ormat geothermal is a binary closed-loop cycles having no emissions. This will be powered by clean solar energy making the facility nuisance free.

- (j) Project signage is in character with project architecture and is compatible with or complementary to surrounding uses.

Ormat will continue to use its existing 60" x 36" sign.





- (k) The structure has been designed such that the window placement and height do not adversely affect the privacy of existing residential uses.

New structures do not have windows but also there are no residential properties in the vicinity so neighboring privacy will be maintained.

# OWNER'S AFFIDAVIT

STATE OF NEVADA            )  
                                      ) SS.  
COUNTY OF LANDER        )

I, \_\_\_\_\_ BEING DULY SWORN, DEPOSE AND  
SAY THAT I AM AN OWNER OF PROPERTY INVOLVED IN THIS PETITION AND THAT THE FOREGOING  
STATEMENTS AND ANSWERS HEREIN CONTAINED AND THE INFORMATION HERewith SUBMITTED ARE  
IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROPERTY ADDRESS OR PARCEL NUMBER: \_\_\_\_\_

SIGNED \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

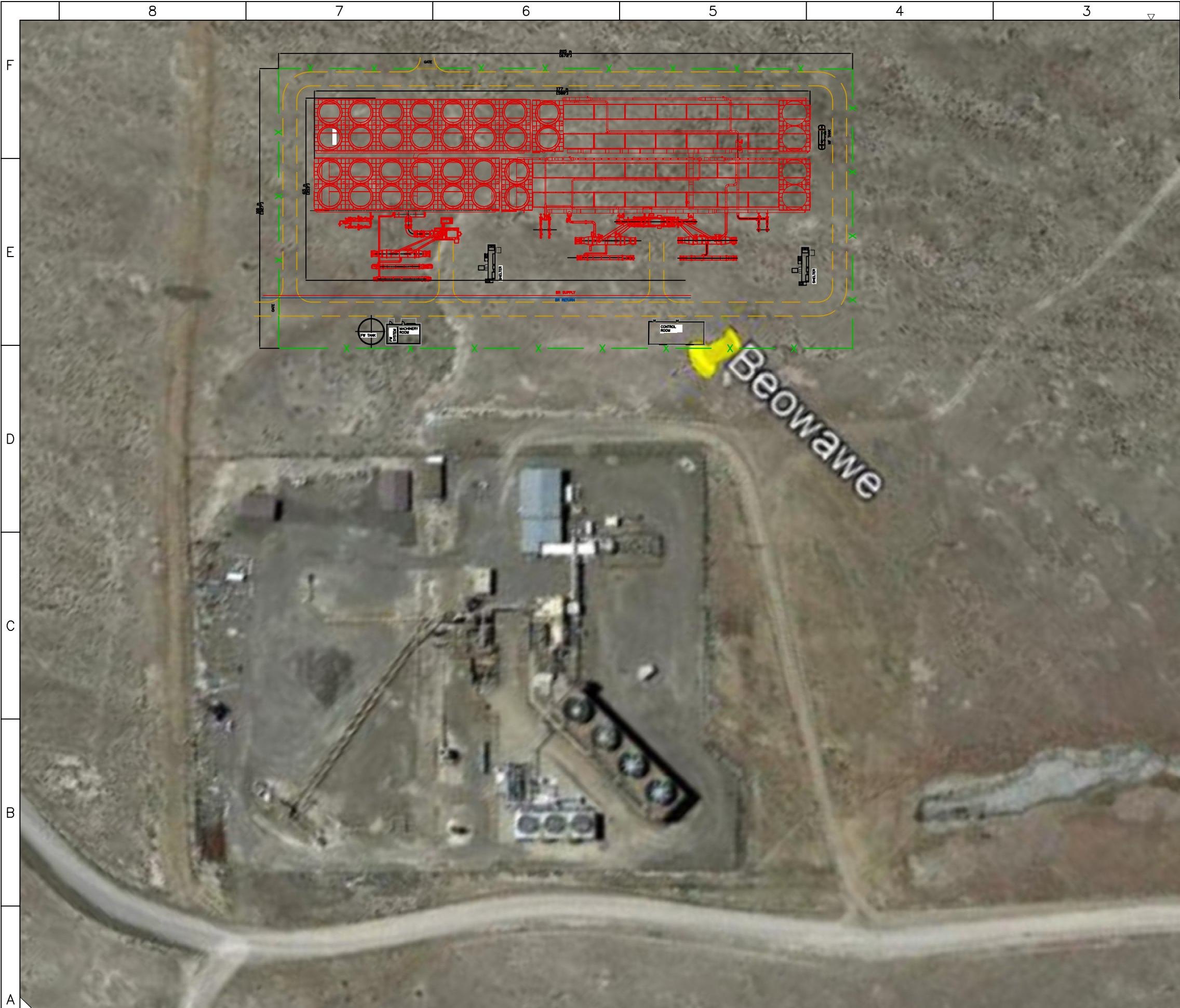
PHONE \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_





2		1					
REV	DESCRIPTION	DATE	BY	CHK	ENG	PRJ	



NOTES:  
1. THE ARRANGEMENT AND SIZES PRESENTED ARE PRELIMINARY AND INDICATIVE ONLY AND SUBJECT TO CHANGED ON DESIGN OPTIMIZATION , DETAILED DESIGN AND ACTUAL EQUIPMENT PURCHASED (MANUFACTURED).  
2. DIMENSIONS ARE IN M/FEET

APPROVED:

CHECKED:

DESIGNER:  
A.S.  
FEB-2022

THIS DRAWING IS THE PROPERTY OF ORMAT AND MUST NOT BE COPIED OR REISSUED WITHOUT PERMISSION

TITLE:  
**Beowawe**  
GENERAL ARRANGEMENT  
LAYOUT IN MAP

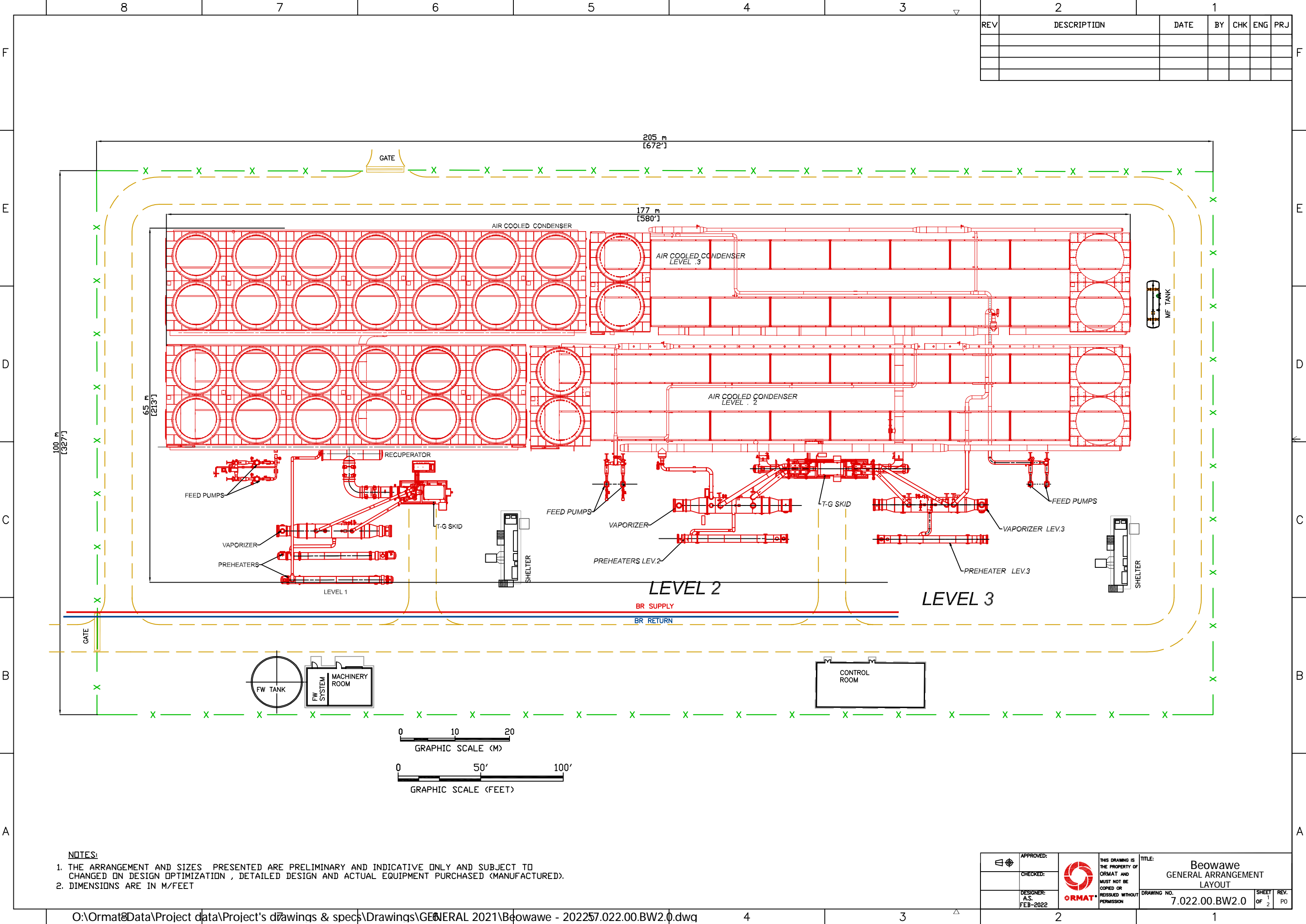
DRAWING NO.  
**7.022.00.BW.0**

SHEET  
2  
OF  
2

REV.  
PO







2		1				
REV	DESCRIPTION	DATE	BY	CHK	ENG	PRJ

- NOTES:
1. THE ARRANGEMENT AND SIZES PRESENTED ARE PRELIMINARY AND INDICATIVE ONLY AND SUBJECT TO CHANGED ON DESIGN OPTIMIZATION , DETAILED DESIGN AND ACTUAL EQUIPMENT PURCHASED (MANUFACTURED).
  2. DIMENSIONS ARE IN M/FEET

	APPROVED:		THIS DRAWING IS THE PROPERTY OF ORMAT AND MUST NOT BE COPIED OR REISSUED WITHOUT PERMISSION	TITLE: Beowawe GENERAL ARRANGEMENT LAYOUT	DRAWING NO. 7.022.00.BW2.0	SHEET 1 OF 2	REV. PO
	CHECKED:						
	DESIGNER: A.S. FEB-2022						





Stewart Title Company  
810 Idaho St  
Elko, NV 89801

Original  
**PRELIMINARY REPORT**

**Our Order No.:** 1759025  
**Proposed Buyer/Borrower:** Hospah Coal Company  
**Seller:**

**Sales Price:**  
**Loan Amount:**

**Property Address:** . . , Battle Mountain, NV 89820

**Proposed Lender:**

Today's Date: August 25, 2022

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

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

A handwritten signature in cursive script, reading 'Annette Scates', written over a horizontal line.

Authorized Countersignature  
Annette Scates, Title Officer

Dated as of August 18, 2022 at 8:00AM

**When replying, please contact:**

, Escrow Officer  
Fax:  
Email:

## PRELIMINARY REPORT

**The form of Policy of Title Insurance contemplated by this report is:**

- ☐ 2006 ALTA Owner's Policy - Standard
- ☐ 2006 ALTA Owner's Policy - Extended
- ☐ 2021 ALTA Owner's Policy - Standard
- ☐ 2021 ALTA Owner's Policy - Extended
- ☐ 2013 ALTA Homeowners Policy
- ☐ 2021 ALTA Homeowners Policy
- ☐ ALTA Short Form Residential Loan Policy 12-3-12
- ☐ ALTA Short Form Residential Loan Policy - Current Assessments 7-1-21
- ☐ ALTA Short Form Residential Loan Policy - Assessments Priority 7-1-21
- ☐ ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments 7-1-21
- ☐ ALTA Short Form Expanded Coverage Residential Loan Policy - Assessments Priority 7-1-21
- ☐ 2006 ALTA Loan Policy - Standard
- ☐ 2006 ALTA Loan Policy - Extended
- ☐ 2021 ALTA Loan Policy - Standard
- ☐ 2021 ALTA Loan Policy - Extended
- ☐ ALTA Expanded Coverage Residential Loan Policy - Current Assessments 7-1-21
- ☐ ALTA Expanded Coverage Residential Loan Policy - Assessments Priority 7-1-21
- ☒ Preliminary Report Only
- ☐

## SCHEDULE A

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

FEE

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

PARCEL 1:

Hospah Coal Company, a Delaware corporation

[\(deed\)](#)

PARCEL 2:

Nevada Gold Mines LLC, a Delaware limited liability company

[\(deed\)](#)

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Lander, described as follows:

PARCEL 1:

TOWNSHIP 31 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 13: W1/2;

Section 15: All;

PARCEL 2:

TOWNSHIP 31 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 13: E1/2;

EXCEPTING FROM Parcels 1 and 2 all petroleum, oil, natural gas, and products derived therefrom lying in and under said land as reserved by Southern Pacific Company in deed recorded November 12, 1965, in [Book 10, Page 100](#), Official Records of Lander County, Nevada.



## SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. The fact that record access to and from a regularly dedicated road is not reflected in the public records of Lander County, Nevada.
5. Taxes for the fiscal year 2022 - 2023 have been paid in full in the amount of \$ 616.28  
Assessors Parcel No.: 010-510-20
6. Taxes for the fiscal year 2022 - 2023 have been paid in full in the amount of \$616.28  
Assessors Parcel No.: 010-510-11
7. The Lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
8. Any deferred taxes, interest and penalties which may be due or become due upon the conversion of said land from agricultural or open space use to any other designated use, as per Nevada Revised Statutes.
9. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes  
Granted to: Southwest Gas Corporation  
Purpose : natural gas pipeline  
Recorded : October 5, 1964, in Book 6, Page 58, as [Document No. 42207](#),  
Official Records of Lander County, Nevada.
10. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes  
Granted to : Southwest Gas Corporation  
Purpose : natural gas pipeline  
Recorded : November 2, 1964, in Book 6, Page 158, as [Document No. 42779](#),  
Official Records of Lander County, Nevada.
11. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes  
Granted to : Southwest Gas Corporation  
Purpose : natural gas pipeline

Recorded : November 10, 1964, in Book 6, Page 179, as [Document No. 42295](#),  
Official Records of Lander County, Nevada.

12. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein,  
and incidental purposes  
Granted to : Sierra Pacific Power Company  
Purpose : power line  
Recorded : September 15, 1966, in Book 13, Page 55, as [Document No. 44977](#),  
Official Records of Lander County, Nevada.
13. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein,  
and incidental purposes  
Granted to : Sierra Pacific Power Company  
Purpose : electric transmission line  
Recorded : September 15, 1966, in Book 13, Page 62, as [Document No. 44980](#),  
Official Records of Lander County, Nevada.
14. LEASE: A Lease and Agreement, affecting the premises herein stated, executed by and between  
the parties named herein, for the term and upon the terms, covenants and conditions therein  
provided  
Dated : November 1, 1972  
Lessor : J. Allen Ginn, Jr. and First American title Company of Nevada  
Lessee : American Thermal Resources, Inc.  
Recorded : November 22, 1972, in Book 113, Page 91, as [Document No. 72517](#),  
Official Records of Lander County, Nevada.

Amendment thereof

Recorded : December 13, 1973, in Book 120, Page 554, as [Document No. 75719](#),  
Official Records of Lander County, Nevada.

Amendment thereof

Recorded : December 13, 1973, in Book 120, Page 557, as [Document No. 75720](#),  
Official Records of Lander County, Nevada.

Agreement

Recorded : March 27, 1985, in Book 251, Page 360, as [Document No. 127499](#),  
Official Records of Lander County, Nevada.

Ratification of Lease

Recorded : January 13, 1986, in Book 262, Page 445, as [Document No. 131423](#),  
Official Records of Lander County, Nevada.

Assignment and Assumption Agreement

Recorded : June 19, 1991, in Book 359, Page 432, as [Document No. 169315](#),  
Official Records of Lander County, Nevada.

The present ownership of said leasehold and other matters affecting the interest of the lessee are  
not shown in this report

15. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein,  
and incidental purposes  
Granted to : Beowawe Geothermal Power Company  
Purpose : electric transmission lines  
Recorded : October 10, 1985, in Book 258, Page 343, as [Document No. 130093](#),  
Official Records of Lander County, Nevada.

Correction thereof

Recorded : April 1, 1991, in Book 357, Page 241, as [Document No. 168471](#),  
Official Records of Lander County, Nevada.

16. LEASE: A lease, affecting the premises herein stated, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided,  
Dated : August 16, 1985  
Lessor : J. Allen Ginn, Jr. and Ann A. Ginn, his wife  
Lessee : Chevron Geothermal Company of California  
Recorded : October 21, 1985, in Book 259, Page 83, as [Document No. 130295](#),  
Official Records of Lander County, Nevada.

Amendment thereof

Recorded : April 1, 1991, in Book 357, Page 229, as [Document No. 168470A](#),  
Official Records of Lander County, Nevada.

The present ownership of said leasehold and other matters affecting the interest of the lessee are not shown in this report.

17. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes  
Granted to : Sierra Power Company  
Purpose : electric transmission line  
Recorded : November 13, 1985, in Book 259, Page 504, as [Document No. 130560](#),  
Official Records of Lander County, Nevada.

18. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes  
Granted to : Chevron Geothermal Company of California  
Purpose : pipe or pipelines  
Recorded : June 10, 1986, in Book 267, Page 187, as [Document No. 132726](#),  
Official Records of Lander County, Nevada.

19. Memorandum Of Royalty Agreement dated June 12, 1991, by and between Gold Fields Mining Company, a division of Hanson Natural Resources Company, a Delaware general partnership, and J. Allen Ginn, Jr., and Ann A. Ginn, husband and wife,  
Recorded : June 19, 1991, in Book 359, Page 438, as [Document No. 169316](#),  
Official Records of Lander County, Nevada.

Assignment and Assumption

Recorded : June 25, 1993, in Book 395, Page 659, as [Document No. 184813](#),  
Official Records of Lander County, Nevada.

20. LEASE: A Grazing Lease, affecting the premises herein stated, executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided  
Dated : June 1, 1992  
Lessor : Gold Fields Mining Company, a division of Hanson Natural Resources Company, a Delaware general partnership  
Lessee : Teresa Sansinena  
Recorded : June 21, 1993, in Book 395, Page 569, as [Document No. 184769](#),  
Official Records of Lander County, Nevada.

Assignment and Assumption

Recorded : June 25, 1993, in Book 395, Page 659, as [Document No. 184813](#),  
Official Records of Lander County, Nevada.

21. Memorandum Of Exploration Agreement And Development Option dated October 12, 1993, by and between Hospah Coal Company and Santa Fe Pacific Mining, Inc.,  
Recorded : October 18, 1993, in Book 400, Page 279, as [Document No. 186370](#),  
Official Records of Lander County, Nevada.

22. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes

Granted to : Lander County  
Purpose : Beacon Light Road  
Recorded : May 7, 1996, in Book 425, Page 329, as [Document No. 196696](#),  
Official Records of Lander County, Nevada.

Correction thereof  
Recorded : May 7, 1996, in Book 427, Page 498, as [Document No. 197470](#),  
Official Records of Lander County, Nevada.

23. Absolute Assignment Of Leases And Agreements  
Recorded : March 14, 2006, in Book 553, Page 810, as [Document No. 241476](#),  
Official Records of Lander County, Nevada.
24. Net Smelter Returns Royalty Deed  
Dated : July 2, 2019  
Grantor : Nevada Gold Mines LLC, a Delaware limited liability company, and Leeville Holdco LLC,  
a Delaware limited liability company,  
Grantee : Newmont USA Limited, a Delaware corporation  
Recorded : July 3, 2019, as [Document No. 290669](#),  
Official Records of Lander County, Nevada.  
(said document contains 1640 pages, only the portion relating to Lander County has been  
hyperlinked)
25. Rights of way for any existing roads, trails, canals, ditches, flumes, conduits, pipe, pole or  
transmission lines on, under, over, through or across said premises.
26. Any unrecorded leases affecting the premises described herein, for the term and upon the terms.  
covenants and conditions therein provided.

NOTE: This report is being issued at the request of the client and is not in response to a request  
for title insurance. Therefore, all references to title insurance in the printed matter of this report or  
attached hereto are hereby cancelled. All liability assumed hereby is strictly limited to the amount  
of the fee paid by the client named herein. Any other parties using the information contained  
herein do so at their own risk.

#### **END OF EXCEPTIONS**

## **REQUIREMENTS AND NOTES**

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay the premiums, fees and charges for the policy.
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.
7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

### **Documents necessary to close the within transaction**

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
10. NOTE: This report is being issued at the request of the client and is not in response to a request for title insurance. Therefore, all references to title insurance in the printed matter of this report or attached hereto are hereby cancelled. All liability assumed hereby is strictly limited to the amount of the fee paid by the client named herein. Any other parties using the information contained herein do so at their own risk

## **END OF REQUIREMENTS AND NOTES**

Recorded at the request of  
and when recorded return to:  
Thomas P. Erwin  
Erwin & Thompson LLP  
One E. Liberty Street, Suite 424  
Reno, Nevada 89501

---

### Deed and Assignment of Royalty

This Deed and Assignment of Royalty ("Deed") is made by and between Royal Gold, Inc., organized under the State of Delaware ("Grantee"), and J. Allen Ginn, Jr., a widower, for himself and as beneficiary of and personal representative of the Estate of Ann Elliott Anderson Ginn, also known as Ann A. Ginn, deceased, and as Trustee of the Ginn Family Trust, created by Agreement dated November 2, 1989 (each a "Grantor" and, where applicable, collectively referred to as "Grantor" in this Deed).

#### Recitals

A. Grantor and Gold Fields Mining Company, a division of Hanson Natural Resources Company, a Delaware general partnership, are parties to the Royalty Agreement dated effective June 12, 1991, the Memorandum of Royalty Agreement for which was recorded in the Office of the Lander County Recorder in Book 359, Official Records, Pages 438-443, in accordance with which Gold Fields Mining Company granted to Grantor a mineral production royalty and certain other rights relating to the Property described in Exhibit A attached to and by this reference incorporated in this (Grantor's collective rights are referred to in this Deed as the "Royalty").

B. Grantor and Grantee are parties to the Royalty Purchase Agreement executed by Grantor effective January 16, 1999, in accordance with which Grantor agreed to sell and Grantee agreed to purchase the Royalty.

C. J. Allen Ginn, Jr., is the duly appointed Executor of the Estate of Ann Elliott Anderson Ginn in the probate proceeding in the Sixth Judicial District Court of the State of Nevada in and for the County of Lander, Case No. PR8886, Dept. No. 2, and on October 10, 2000, the District Court entered its Order Settling First and Final Account, for Approval of Attorney's Fees and Costs and for Final Distribution (the "Order"), a certified copy of which was recorded in the Office of the Lander County Recorder on October 10, 2000, Document No. 217600, Book 482, Official Records, Page 201, and in the Office of the Eureka County Recorder on October 16, 2000, Document No. 175227, Book 337, Official Records, Page 190.

D. Pursuant to the Order, J. Allen Ginn, Jr., as Executor of the Estate of Ann Elliott Anderson Ginn, executed the Executor's Deed dated the date of this Deed in accordance with which J. Allen Ginn, Jr., and the Estate of Ann Elliott Anderson Ginn assigned, conveyed, granted and transferred to the Ginn Family Trust, created by Agreement dated November 2, 1989, and J. Allen Ginn, Jr., Trustee of the Ginn Family Trust, all of the right, title and interest of Ann Elliott Anderson Ginn in and to all of the personal and real property owned by Ann Elliott Anderson Ginn located in Eureka and Lander Counties, Nevada, including all of the equitable, legal and record interest of Ann Elliott Anderson Ginn in the Royalty.

E. The Ginn Family Trust desires to adopt, approve, consent to and ratify the Royalty Purchase Agreement and the Deed and Assignment of Royalty executed by J. Allen Ginn, Jr., for himself and as beneficiary of and personal representative of the Estate of Ann Elliott Anderson Ginn, recorded in the Office of the Lander County Recorder on February 9, 1999, Document No. 211203, Book 462, Official Records, Page 736.

In consideration of the parties' rights and obligations under the Royalty Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Grantor grants, bargains and sells to Grantee, and Grantee's assigns and successors forever, all of Grantor's present and after acquired right, title and interest in and to the Royalty, including all of the equitable, legal and record interest of Ann Elliott Anderson Ginn, also known as Ann A. Ginn, deceased, and the Estate of Ann Elliott Anderson Ginn, in the Royalty, but expressly reserving to Grantor the Grantor's rights under (a) the Gold Fields Royalty Agreement to continue to collect revenues in accordance with the Geothermal Lease and Agreement dated November 1, 1972, as disclosed by a Lease and Agreement (Short Form) recorded November 22, 1972, in the Office of the Lander County Recorder, in Book 113, Official Records, Page 91, J. Allen Ginn, Jr., as lessor, and American Thermal Resources Inc., as lessee, as amended, covering all of Sections 13, 15, 23, 27 and 35, T. 31 N., R. 47 E., M.D.B. & M., Lander County, Nevada, of which Sections 13, 15, 23 and 27 comprise a portion of the property subject to the Royalty Agreement described in Recital A above, which reserved rights are reserved to Grantor so long as the Geothermal Lease and Agreement remains effective; and (b) the Grazing Lease entered by and among Teresa Sansinena, J. Allen Ginn, Jr. and Ann A. Ginn, and Gold Fields Mining Company, a division of Hansen Natural Resources Company, recorded in the Office of the Lander County Recorder on June 21, 1993, in Book 395, Official Records, Pages 569-574, covering Sections 1, 3, 9, 11, 13, 15, 21, 23, 27 and 33, T. 31 N., R. 47 E., and the east 1/2 of Section 33, T. 32 N., R. 47 E., M.D.B. & M., Lander County, Nevada, of which Sections 13, 15, 23 and 27 comprise a portion of the property subject to the Royalty Agreement described in Recital A above, which reserved rights are reserved to Grantor so long as the Grazing Lease remains effective.

J. Allen Ginn, Jr., Trustee, and the Ginn Family Trust, created by Agreement dated November 2, 1989, adopt, approve, consent to and ratify the Deed and Assignment of Royalty described in Recital E.

Grantor represents and warrants that Grantor is the owner of the entire undivided interest in

the Royalty and that title to the Royalty is free and clear of all claims, encumbrances and liens, and that no payments of the Royalty have been paid in accordance with the terms of the Royalty Agreement described in Recital A.

Dated November 2, 2000.

J. Allen Ginn, Jr.  
J. Allen Ginn, Jr.

Estate of Ann Elliott Anderson Ginn

By J. Allen Ginn, Jr.  
J. Allen Ginn, Jr., Personal  
Representative

Ginn Family Trust

By J. Allen Ginn, Jr.  
J. Allen Ginn, Jr., Trustee

STATE OF NEVADA,       )  
  ss.  
COUNTY OF WASHOE.    )

This Deed and Assignment of Royalty was acknowledged before me on November 2, 2000, by J. Allen Ginn, Jr., individually, as Personal Representative of the Estate of Ann Elliott Anderson Ginn, also known as Ann A. Ginn, and as Trustee of the Ginn Family Trust created by Agreement dated November 2, 1989.

Denise M. Cairns  
Notary Public

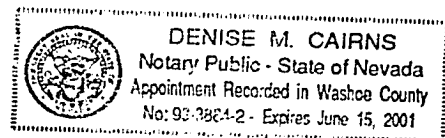




Exhibit A to  
Deed and Assignment of Royalty between J. Allen Ginn, Jr. and Royal Gold, Inc.

PARCEL 1Township 31 North, Range 47 East, M.D.B.&M.

Section 1: All

Section 11: All

Section 3: All

Section 21: All

Section 9: All

Section 33: All

Township 32 North, Range 47 East, M.D.B.&M.

Section 33: SE 1/4

PARCEL 2Township 31 North, Range 47 East, M.D.B.&M.

Section 13: All

Section 23: All

Section 15: All

Section 27: All

PARCEL 3Township 32 North, Range 47 East, M.D.B.&M.

Section 33: NE 1/4

Consisting of 6,720 acres, more or less.

EXCEPTING FROM Parcels 1 and 2 all petroleum, oil, natural gas, and products derived therefrom as reserved by SOUTHERN PACIFIC COMPANY in deed recorded November 12, 1965 in Book 10 of Official Records at Page 100 Lander County, Nevada.

218010

OFFICIAL RECORDS  
LANDER CO. NEV  
RECORD REQUESTED BY  
*Thomas P. Gruen*  
00 DEC -5 AM 11:31

IDONNA M. TREVINO  
RECORDER

FEE 10.<sup>00</sup> DEP *dw*

# State of Nevada Declaration of Value

1. Assessor Parcel Number(s)  
a) N/A Royalty Only  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:  
a) ☐ Vacant Land                      b) ☐ Single Fam. Res.  
c) ☐ Condo/Twnhse                      d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg.                              f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural                              h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	<u>218910</u>
Book:	<u>483</u> Page: <u>704</u>
Date of Recording:	<u>12-5-00</u>
Notes:	_____

3. Total Value/Sales Price of Property: \$ 0  
Deduct Assumed Liens and/or Encumbrances: ( 0 )  
(Provide recording information: Doc/Instrument #: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_)  
Transfer Tax Value per NRS 375.010, Section 2: \$ 0  
Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:  
a. Transfer Tax Exemption, per NRS 375.090, Section: 3  
b. Explain Reason for Exemption: Transfer of royalty only; ratification of previously recorded Deed and Assignment, Document No. 211203

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

## SELLER (GRANTOR) INFORMATION

Seller Signature: J. Allen Ginn, Jr.  
Print Name: J. Allen Ginn, Jr.  
Address: 5111 North 22nd Street  
City: Phoenix  
State: Arizona Zip: 85016  
Telephone: ( ) \_\_\_\_\_  
Capacity: Trustee of the Ginn Family Trust

## BUYER (GRANTEE) INFORMATION

Buyer Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Capacity: \_\_\_\_\_

## COMPANY REQUESTING RECORDING

Co. Name: \_\_\_\_\_ Esc. #: \_\_\_\_\_  
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

APN #: see attached Exhibit A

Recorded at the request of, and  
when recorded, return to:

Nevada Gold Mines LLC  
1655 Mountain City Highway  
Elko, Nevada 89801  
Attention: Land Manager

**DOC # : 290657**

07/03/2019 01:53 PM Page: 1 of 5

**OFFICIAL RECORD**

Requested By:  
BARRICK GOLDSTRIKE MINES INC

Lander County, NV  
Lesley Bunch, Recorder

Fee: \$35.00 RPTT: \$1,341.60  
Recorded By: egonzalez



Mail Tax Statement to:

Nevada Gold Mines LLC  
1655 Mountain City Highway  
Elko, Nevada 89801  
Attention: Land Manager

Space Above for County Recorder's Use

*Affirmation Statement:* The undersigned affirms that this document does not contain any social security numbers or other personal information of any person (Per NRS 239B.030).

### **MINING DEED—FEE PROPERTY**

This Mining Deed—Fee Property (this “Deed”), entered into effective as of 12:01 a.m. Pacific Daylight Time on July 1, 2019, is from Hospah Holdings Company, a Delaware corporation, whose address is 6363 S. Fiddler’s Green Cir., Suite 800, Greenwood Village, Colorado 80111 (“Grantor”), to Nevada Gold Mines LLC, a Delaware limited liability company, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 (“Grantee”).

#### **Recitals**

1. Grantor’s parent company, Newmont Goldcorp Corporation, formerly known as Newmont Mining Corporation, and Barrick Gold Corporation are parties to that certain Implementation Agreement dated March 10, 2019, as amended (the “Agreement”).

2. Pursuant to the Agreement, Grantor’s parent company, Newmont Goldcorp Corporation, agreed, among other things, to cause Grantor to convey to Grantee all of Grantor’s right, title and interest in and to the real property described in Exhibit A to this Deed (collectively, the “Properties”). The Properties are located in Lander County, Nevada.

3. Grantor executes this Deed with respect to the Properties in order to fulfill, in part, its obligations under the Agreement.

#### **Conveyance**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor grants, bargains and sells to Grantee, free and clear of all Encumbrances other than Permitted Encumbrances, all of Grantor’s right, title and interest in and

to the Properties and all and singular the tenements, hereditaments, appurtenances, fixtures, buildings, and other improvements thereon or thereunto belonging to or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold unto Grantee, its successors and assigns forever.

This Deed incorporates by reference the representations and warranties, and associated limitations and disclaimers, made in the Agreement with respect to the Properties.

This Deed and the covenants contained herein shall extend to and be binding upon and every benefit hereof shall inure to the parties hereto, their respective successors and assigns. This Deed is intended to and does convey any after acquired title or interest in and to the Properties that Grantor may hereafter acquire, excluding any royalties conveyed by Grantee to Grantor or an Affiliate of Grantor on minerals produced from the Properties or any other title or interest in and to any of the Properties acquired by Grantor or an Affiliate of Grantor in connection with or following Grantee's abandonment or other divestiture of an interest in the Properties pursuant to the JV Agreement.

This Deed, being further documentation of the transactions contemplated by the Agreement, is subject in all respects to the terms and conditions of the Agreement. In the event of a conflict between any provision of this Deed and any provision of the Agreement, the provisions of the Agreement shall control. Capitalized terms used but not defined in this Deed shall have the meanings ascribed to them in the Agreement.

This Deed shall be governed by the laws of the State of Nevada.

[Signature Page Follows]

This Deed is executed and delivered effective on the date first written above.

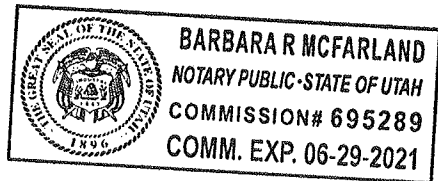
Grantor:

Hospah Holdings Company  
a Delaware corporation

By: Blake Rhodes  
Name: Blake Rhodes  
Title: vice president

State of Utah )  
 ) ss.  
County of Salt Lake )

This instrument was acknowledged before me on June 28, 2019, by  
Blake Rhodes as Vice President of Hospah Holdings Company.



Barbara R. McFarland  
Notary Public in and for the State of: Utah  
Residing at: SL County UT  
Commission Expires: 6-29-21



**Exhibit A**  
**to**  
**MINING DEED—Fee Property**

**Lander County, Nevada**

**APNs:**

010-510-04

010-510-13-part

**Property Descriptions:**

Lander County, Nevada, MDM			
Township	Range	Section	Description
31N	47E	1	ALL
31N	47E	13	E2



**BARBARA K. CEGAVSKE**  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

Filed in the Office of <i>Barbara K. Cegavske</i> Secretary of State State Of Nevada	Business Number <b>LLC3551-2000</b> Filing Number <b>2022283080</b> Filed On <b>04/28/2022 11:05:01 AM</b> Number of Pages <b>1</b>
---	--

## Registered Agent Acceptance/Statement of Change

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

<b>1. Entity information:</b>	Name of represented entity: <b>BEOWAWE POWER, LLC</b> Entity or Nevada Business Identification Number (NVID): (for entities currently on file) <b>NV20001036986</b>
<b>2. Registered Agent Acceptance:</b>	<input checked="" type="checkbox"/> Registered Agent Acceptance
<b>3. Information Being Changed:</b>	Statement of Change takes the following effect: (select only one) <input checked="" type="checkbox"/> Appoints New Agent (complete section 4) <input type="checkbox"/> Update Represented Entity Acting as Registered Agent (complete sections 5) <input checked="" type="checkbox"/> Update Registered Agent Name (complete sections 4 & 5) <input type="checkbox"/> Update Registered Agent Address (complete sections 4 & 5)
<b>4. Registered Agent Information Before the Change:</b> (Non-commercial registered agents <b>ONLY</b> )	<b>Connie Stechman</b> (775) 356-9029 Name Telephone <b>6140 Plumas Street</b> <b>Reno</b> Nevada <b>89519</b> Street Address City Zip Code Mailing Address (only if different from above) City Zip Code
<b>5. Newly Appointed Registered Agent or Registered Agent Information After the Change:</b>	<input type="checkbox"/> Commercial Registered Agent (name only below) <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) <b>Jessica Woelfel</b> Name of Registered Agent OR Title of Office or Position with Entity <b>6140 Plumas Street</b> <b>Reno</b> Nevada <b>89519</b> Street Address City Zip Code Mailing Address (only if different from above) City Zip Code
<b>6. Electronic Notification:</b> (Optional)	Email address for electronic notifications for "Non-Commercial" or "Office or Positions with Entity" registered agents only: <b>jwoelfel@ormat.com</b>
<b>7. Certificate of Acceptance of Appointment of Registered Agent:</b> (Required)	<i>I hereby accept appointment as Registered Agent for the above named Entity.</i> <b>x Elizabeth Helms</b> <b>04/28/2022</b> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date
<b>8. Signature of Represented Entity:</b> (Required)	<b>x Elizabeth Helms</b> <b>04/28/2022</b> Authorized Signature On Behalf of the Entity Date



Planning department &lt;planning@landercountynv.org&gt;

---

**Beowawe SUP Items**

1 message

**Kerry Rohrmeier** <krohrmeier@ormat.com>

Wed, Jan 25, 2023 at 10:38 AM

To: "planning@landercountynv.org" &lt;planning@landercountynv.org&gt;

Cc: Erica Freese &lt;EFreese@ormat.com&gt;

Good Morning Lyndsay,

Attached is a description of the pipeline and a site plan that we want to include in the Beowawe SUP request.

You also requested information about chemical storage on site. There are very few chemicals actually:

- A downhole calcite inhibitor would be near the Production Wells and a corrosion inhibitor near the plant Inlet Piping . The corrosion inhibitor injection is marked on the Piping & Instrumentation Diagram. These chemicals are stored in chemical tanks inside a chemical containment (typically concrete) area near the injection locations.

Best regards,

**ORMAT****Kerry Rohrmeier**  
Manager, Environmental PermittingFollow us:   

---

**Confidentiality Warning:**

The information contained in this e-mail is confidential and subject to certain laws pertaining to the protection of proprietary information. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the authorized agent thereof, the reader is hereby notified that retention or any dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this e-mail in error, please notify us immediately by reply e-mail or by telephone, and delete all copies of the original message.

---

**2 attachments****Beowawe Pipeline SUP.pdf**

173K

**Pipeline.pdf**

1415K



January 24, 2023

### **Beowawe Pipeline**

Ormat is proposing to construct a new injection pipeline for the Beowawe Geothermal facility. Alongside the new pipeline, Ormat is proposing to install optical fiber, which would be attached to the new pipe for the purpose of controlling the new injection well. Ormat is considering stretching 0.25-inch diameter wire along the pipeline to support the optical fiber. See **Photograph 1** below.



Photograph 1. Potential optical fiber attachment

### **Design Specifications**

The new pipeline would be installed parallel and north of the existing pipeline and footings. New footings would be used for the new pipe supports. The County access road (i.e., Geyser Road) would be used to construct and install the new footings and pipeline. The new pipeline would be made from 16" CS insulated pipe.

Drawings of the proposed injection pipeline route and configuration are included.

# LANDER COUNTY PLANNING COMMISSION

February 15<sup>th</sup>, 2023

## AGENDA ITEM NUMBER 4

---

- 1) Discussion and possible action on the naming of the new streets, from the lander county street naming committee.



**STREET NAMING COMMITTEE/PLANNING DEPARTMENT**  
50 State Route 305, Battle Mountain, NV 89820

16 R 45 E

Section 33

29 28 32 33

28 27 990 S 34

60' ACCESS AND UTILITY ESMT DOC #293116

2 PARCEL A  
40.95ac.  
DOC #101563

7 D  
DOC #302042  
84.06ac.

1 496.21ac.(m)

21

15

1500 EAST STREET

JAMES MONROE AVENUE

28

SPLIT 11-220-03 TO 05, 05, 06, 07; ADJUST ACREAGE 011-220-01 TO REMOVE HILLTOP RD R/W; DOC #302042, 01/05/22 NJW

11-022-01, ACCESS & UTILITY ESMT, DOC #293116

HILLTOP ROAD

1050.23  
917.06  
6.71ac.  
588.6  
170.56  
5.00ac.  
332.25  
5.00ac.  
322.67  
5.00ac.  
51.6

23 1/4 Cor.  
T 32 N

GROSS ACREAGE IS SHOWN.  
NET ACREAGE LABELED (NET) OR (N)  
(M) INDICATES CAD MEASURED

NOTE:  
THIS PLAT IS FOR ASSESSMENT USE ONLY,  
AND DOES NOT REPRESENT A SURVEY. NO  
LIABILITY IS ASSUMED AS TO THE ACCURACY  
OF THE DATA DELINEATED HEREON. USE OF  
THIS PLAT FOR OTHER THAN ASSESSMENT  
PURPOSES IS FORBIDDEN UNLESS APPROVED  
BY THE DEPARTMENT OF TAXATION, DIVISION  
OF ASSESSMENT STANDARDS.



M.D.B. & M.

LANDER COUNTY

31 N

Hilltop  
Address  
Grid

**STREET NAMING COMMITTEE/PLANNING DEPARTMENT**  
50 State Route 305, Battle Mountain, NV 89820



R 44 E Section 14

New 066881  
75

11-12  
500 N

11-01  
500 N

11-02  
500 N

11-03  
500 N

11-04  
500 N

11-05  
500 N

11-06  
500 N

11-07  
500 N

11-08  
500 N

11-09  
500 N

11-10  
500 N

11-11  
500 N

11-12  
500 N

11-13  
500 N

11-14  
500 N

11-15  
500 N

11-16  
500 N

11-17  
500 N

11-18  
500 N

11-19  
500 N

11-20  
500 N

11-21  
500 N

11-22  
500 N

11-23  
500 N

11-24  
500 N

11-25  
500 N

11-26  
500 N

11-27  
500 N

11-28  
500 N

11-29  
500 N

11-30  
500 N

11-31  
500 N

11-32  
500 N

11-33  
500 N

11-34  
500 N

11-35  
500 N

11-36  
500 N

11-37  
500 N

11-38  
500 N

11-39  
500 N

11-40  
500 N

11-41  
500 N

11-42  
500 N

11-43  
500 N

11-44  
500 N

11-45  
500 N

11-46  
500 N

11-47  
500 N

11-48  
500 N

11-49  
500 N

11-50  
500 N

11-51  
500 N

11-52  
500 N

11-53  
500 N

11-54  
500 N

11-55  
500 N

11-56  
500 N

11-57  
500 N

11-58  
500 N

11-59  
500 N

11-60  
500 N

11-61  
500 N

11-62  
500 N

11-63  
500 N

11-64  
500 N

11-65  
500 N

11-66  
500 N

11-67  
500 N

11-68  
500 N

11-69  
500 N

11-70  
500 N

11-71  
500 N

11-72  
500 N

11-73  
500 N

11-74  
500 N

11-75  
500 N

11-76  
500 N

11-77  
500 N

11-78  
500 N

11-79  
500 N

11-80  
500 N

11-81  
500 N

11-82  
500 N

11-83  
500 N

11-84  
500 N

11-85  
500 N

11-86  
500 N

11-87  
500 N

11-88  
500 N

11-89  
500 N

11-90  
500 N

11-91  
500 N

11-92  
500 N

11-93  
500 N

11-94  
500 N

11-95  
500 N

11-96  
500 N

11-97  
500 N

11-98  
500 N

11-99  
500 N

11-100  
500 N

11-101  
500 N

11-102  
500 N

11-103  
500 N

11-104  
500 N

11-105  
500 N

11-106  
500 N

11-107  
500 N

11-108  
500 N

11-109  
500 N

11-110  
500 N

11-111  
500 N

11-112  
500 N

11-113  
500 N

11-114  
500 N

11-115  
500 N

11-116  
500 N

11-117  
500 N

11-118  
500 N

11-119  
500 N

11-120  
500 N

11-121  
500 N

11-122  
500 N

11-123  
500 N

11-124  
500 N

11-125  
500 N

11-126  
500 N

11-127  
500 N

11-128  
500 N

11-129  
500 N

11-130  
500 N

11-131  
500 N

11-132  
500 N

11-133  
500 N

11-134  
500 N

11-135  
500 N

11-136  
500 N

11-137  
500 N

11-138  
500 N

11-139  
500 N

11-140  
500 N

11-141  
500 N

11-142  
500 N

11-143  
500 N

11-144  
500 N

11-145  
500 N

11-146  
500 N

11-147  
500 N

11-148  
500 N

11-149  
500 N

11-150  
500 N

11-151  
500 N

11-152  
500 N

11-153  
500 N

11-154  
500 N

11-155  
500 N

11-156  
500 N

11-157  
500 N

11-158  
500 N

11-159  
500 N

11-160  
500 N

11-161  
500 N

11-162  
500 N

11-163  
500 N

11-164  
500 N

11-165  
500 N

11-166  
500 N

11-167  
500 N

11-168  
500 N

11-169  
500 N

11-170  
500 N

11-171  
500 N

11-172  
500 N

11-173  
500 N

11-174  
500 N

11-175  
500 N

11-176  
500 N

11-177  
500 N

11-178  
500 N

11-179  
500 N

11-180  
500 N

11-181  
500 N

11-182  
500 N

11-183  
500 N

11-184  
500 N

11-185  
500 N

11-186  
500 N

11-187  
500 N

11-188  
500 N

11-189  
500 N

11-190  
500 N

11-191  
500 N

11-192  
500 N

11-193  
500 N

11-194  
500 N

11-195  
500 N

11-196  
500 N

11-197  
500 N

11-198  
500 N

11-199  
500 N

11-200  
500 N

11-201  
500 N

11-202  
500 N

11-203  
500 N

11-204  
500 N

11-205  
500 N

11-206  
500 N

11-207  
500 N

11-208  
500 N

11-209  
500 N

11-210  
500 N

11-211  
500 N

11-212  
500 N

11-213  
500 N

11-214  
500 N

11-215  
500 N

11-216  
500 N

11-217  
500 N

11-218  
500 N

11-219  
500 N

11-220  
500 N

11-221  
500 N

11-222  
500 N

11-223  
500 N

11-224  
500 N

11-225  
500 N

11-226  
500 N

11-227  
500 N

11-228  
500 N

11-229  
500 N

11-230  
500 N

11-231  
500 N

11-232  
500 N

11-233  
500 N

11-234  
500 N

11-235  
500 N

11-236  
500 N

11-237  
500 N

11-238  
500 N

11-239  
500 N

11-240  
500 N

11-241  
500 N