

Special Use Permit Application Ormat Geothermal Restricted Market Temporary Aggregate Pit

Submitted to Washoe County
December 8, 2020

Prepared for

ORNI 36, LLC
6140 Plumas Street
Reno, NV 89519

Prepared by



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Section 1

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name: Ormat Geothermal Restricted Market Temporary Aggregate Pit			
Project Description: A 9.0 acre Restricted Market Temporary Aggregate Facility (temporary aggregate pit), for fill material for the construction of the North Valley Geothermal Plant.			
Project Address: The project is located 14.3 miles south of Empire, NV.			
Project Area (acres or square feet): The project site is 9.0 acres			
Project Location (with point of reference to major cross streets AND area locator): The temporary aggregate pit is approximately 6.4 miles southwest of the intersection of Highway 447 and Rodeo Creek Rd.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
071-070-09	155.9 acres		
Indicate any previous Washoe County approvals associated with this application: Case No.(s). WSUP20-0013			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: Kosmos Company		Name: Wood Rodgers, Inc.	
Address: 601 Union Street Suite 3900		Address: 1361 Corporate Blvd	
Seattle, WA Zip: 98101		Zip: 89502	
Phone: Fax:		Phone: 775.823.5258 Fax: 823.4066	
Email:		Email: shuggins@woodrogers.com	
Cell: Other:		Cell: Other:	
Contact Person:		Contact Person: Stacie Huggins	
Applicant/Developer:		Other Persons to be Contacted:	
Name: ORNI 36, LLC		Name: N/A	
Address: 6140 Plumas Street		Address:	
Reno, NV Zip: 89519		Zip:	
Phone: 356-9029 xt 3228 Fax:		Phone: Fax:	
Email: mwendt@ormat.com		Email:	
Cell: 775-399-0906 Other:		Cell: Other:	
Contact Person: Melissa Wendt		Contact Person:	
For Office Use Only			
Date Received: Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Special Use Permit Application Supplemental Information

(All required information may be separately attached)

1. What is the project being requested?

The Project includes a 9.0 acre Restricted Market Temporary Aggregate Facility (temporary aggregate pit) to be used as fill material for the construction of the North Valley Geothermal Plant. This site will be reclaimed and revegetated upon completion of the excavation of the temporary aggregate pit.

2. Provide a site plan with all existing and proposed structures (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.)

This is a temporary use, as such, no new structures, roadways, utilities, sanitation, water supply, drainage, parking, or signs are proposed with this request. Access to the site will be reclaimed upon completion of the excavation.

3. What is the intended phasing schedule for the construction and completion of the project?

Since this request will support the construction of the approved geothermal generation facility, construction would begin upon acquisition of all required permits. Due to the nature of the project, the construction schedule is anticipated to take up to 3 years to complete.

4. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

The project area has been previously graded as part of an old aggregate pit that has never been reclaimed. The temporary aggregate pit will provide needed fill material for the construction of the geothermal plant on site and will reduce truck traffic along the highway. Furthermore, the reclamation will amend the old grading activities.

5. What are the anticipated beneficial aspects or affects your project will have on adjacent properties and the community?

The request will reduce the number of truck traffic trips along the highway as fill material will not be needed to be imported since the material will be generated on site. Furthermore, the reclamation will have positive environmental impacts that will improve the community and adjacent properties.

6. What are the anticipated negative impacts or affect your project will have on adjacent properties? How will you mitigate these impacts?

Given the rural location of the aggregate pit, negative impacts on adjacent properties is not anticipated. In fact, the request will actually mitigate any perceived negative impacts associated with the construction of the geothermal plant since it will reduce highway truck trips and improve environmental impacts.

7. Provide specific information on landscaping, parking, type of signs and lighting, and all other code requirements pertinent to the type of use being purposed. Show and indicate these requirements on submitted drawings with the application.

As stated in the project description, the request is temporary and no parking, signs or lighting will be proposed upon completion. Landscaping will not be needed as the site will be reclaimed upon completion. See site plans and the project description.

8. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the special use permit request? (If so, please attach a copy.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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9. Utilities:

a. Sewer Service	N/A
b. Electrical Service	N/A
c. Telephone Service	N/A
d. LPG or Natural Gas Service	N/A
e. Solid Waste Disposal Service	N/A
f. Cable Television Service	N/A
g. Water Service	N/A

For most uses, Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required.

h. Permit #	N/A	acre-feet per year	
i. Certificate #	N/A	acre-feet per year	
j. Surface Claim #		acre-feet per year	
k. Other #		acre-feet per year	

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources).

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10. Community Services (provided and nearest facility):

a. Fire Station	Washoe County Fire Station 242; 8.5 miles north
b. Health Care Facility	Banner Health Center; 78 miles south (Fernley)
c. Elementary School	N/A
d. Middle School	N/A
e. High School	N/A
f. Parks	N/A
g. Library	N/A
h. Citifare Bus Stop	N/A

Special Use Permit Application for Grading Supplemental Information

(All required information may be separately attached)

1. What is the purpose of the grading?

The temporary aggregate pit will provide on site fill material for the construction of the plant pads, well pads, and pads for the pipeline for the previously approved North Valley geothermal energy production facility.

2. How many cubic yards of material are you proposing to excavate on site?

100,000 cubic yards

3. How many square feet of surface of the property are you disturbing?

9.0 Acres

4. How many cubic yards of material are you exporting or importing? If none, how are you managing to balance the work on-site?

An existing pit within the site will be expanded to provide fill materials for the cover for the roads and pads during the construction of the previously approved Ormat geothermal power generation facility.

5. Is it possible to develop your property without surpassing the grading thresholds requiring a Special Use Permit? (Explain fully your answer.)

No, the request is to allow a restricted market temporary aggregate pit, which by definition requires a special use permit.

6. Has any portion of the grading shown on the plan been done previously? (If yes, explain the circumstances, the year the work was done, and who completed the work.)

This is an existing aggregate pit that was operational without a permit prior to the Applicant being involved with the property. While the history of the grading is not known by the applicant, in an effort to correct errors of the past, they are going through the proper channels now to proactively ensure grading standards and requirements noted in Code are met.

7. Have you shown all areas on your site plan that are proposed to be disturbed by grading? (If no, explain your answer.)

Yes, refer to the attached grading plan.

8. Can the disturbed area be seen from off-site? If yes, from which directions and which properties or roadways?

Yes, however, this is an extremely rural location surrounded by federal land. Visual impacts will be temporary and minimal. The site will be reclaimed upon completion of the excavation and will blend with the natural vegetation.

9. Could neighboring properties also be served by the proposed access/grading requested (i.e. if you are creating a driveway, would it be used for access to additional neighboring properties)?

No, the site will be accessed from the existing access road to the west. This road will be reclaimed and revegetated upon completion of the excavation.

10. What is the slope (horizontal/vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

As part of the reclamation, all slopes will be reduced to a 2:1 slope and all disturbed areas will be revegetated. Please refer to the project description that was submitted with this application for more detail.

11. Are you planning any berms?

Yes	No <input checked="" type="checkbox"/>	If yes, how tall is the berm at its highest?
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12. If your property slopes and you are leveling a pad for a building, are retaining walls going to be required? If so, how high will the walls be and what is their construction (i.e. rockery, concrete, timber, manufactured block)?

No retaining walls will be required.

13. What are you proposing for visual mitigation of the work?

As part of the reclamation, all slopes will be reduced to a 2:1 slope and all disturbed areas will be revegetated. Please refer to the project description that was submitted with this application for more detail.

14. Will the grading proposed require removal of any trees? If so, what species, how many and of what size?

No trees have been identified on site.

15. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

The type seed mix and the method used will be chosen by the BLM to be within compliance of their policies for successful revegetation.

16. How are you providing temporary irrigation to the disturbed area?

Water used for dust control would be obtained by imported to the site as needed. Revegetation will use a native seed mix with species adapted to the area.

17. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

No, however, the applicant is working closely with the BLM, who will approve the revegetation plan as part of the EA.

18. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that may prohibit the requested grading?

Yes	No <input checked="" type="checkbox"/>	If yes, please attach a copy.
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Washoe County Treasurer
 Tammi Davis

Account Detail

[Back to Account Detail](#)

[Change of Address](#)

[Print this Page](#)

CollectionCart

Collection Cart	Items	Total	Checkout	View
Collection Cart	0	\$0.00		

Pay Online

Washoe County Parcel Information

Parcel ID	Status	Last Update
07107009	Active	12/8/2020 1:40:43 AM

Current Owner:
 KOSMOS COMPANY

 601 UNION ST STE 3900
 SEATTLE, WA 98101

SITUS:
 0 UNSPECIFIED
 WCTY NV

Taxing District
 9000

Geo CD:

Tax Bill (Click on desired tax year for due dates and further details)

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Balance Due
2020	\$133.06	\$133.06	\$0.00	\$0.00	\$0.00
2019	\$126.72	\$126.72	\$0.00	\$0.00	\$0.00
2018	\$120.92	\$120.92	\$0.00	\$0.00	\$0.00
2017	\$116.05	\$116.05	\$0.00	\$0.00	\$0.00
2016	\$113.11	\$113.11	\$0.00	\$0.00	\$0.00
Total					\$0.00

Disclaimer

- **ALERTS:** If your real property taxes are delinquent, the search results displayed may not reflect the correct amount owing. Please contact our office for the current amount due.
- For your convenience, online payment is available on this site. E-check payments are accepted without a fee. However, a service fee does apply for online credit card payments. See [Payment Information](#) for details.

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

Mailing Address:
 P.O. Box 30039
 Reno, NV 89520-3039

Overnight Address:
 1001 E. Ninth St., Ste D140
 Reno, NV 89512-2845

 **Payment Information**

 **Special Assessment District**

 **Installment Date Information**

 **Assessment Information**

The Kosmos Company

Michael B. Stewart

Geothermal Lease

Kosmos
221 1st Ave West
Suite 415 WA
Seattle, 98119

1200497

GEOHERMAL LEASE

THIS LEASE ("Lease") is made and entered into this 14TH day of OCTOBER, 1987, by and between THE KOSMOS COMPANY, a Washington partnership, as Lessor, and MICHAEL B. STEWART, a single man, as Lessee.

W I T N E S S E T H:

1. Grant.

(a) Lessor, in consideration of Ten Dollars (\$10.00), in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases, and lets exclusively unto Lessee, its successors and assigns the real property described in Exhibit A attached hereto and by this reference incorporated herein (said property hereinafter referred to as "Premises"), for the purpose of exploring, drilling, producing, extracting, and removing therefrom Geothermal Resources and Geothermal By-products.

(b) As used herein "Geothermal Resources" shall mean:
(i) the natural heat of the earth and the energy which may be extracted from the natural heat of the earth or the heat present below the surface of the earth; (ii) natural products of geothermal processes, including indigenous hot water, hot brines, and steam and other gases; and (iii) hot water, hot brines, and other gases resulting from water or other substances

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being artificially introduced into the subsurface of the Premises. As used herein "Geothermal By-products" shall include: (i) minerals in solution in geothermal well effluent; (ii) minerals and gases produced from or by means of geothermal wells on the Premises; (iii) minerals and gases resulting from the concentration of steam from geothermal wells on the Premises. The term "Leased Substances" shall mean both Geothermal Resources and Geothermal By-products. Notwithstanding anything contained herein to the contrary, the terms Geothermal Resources, Geothermal By-products, and Leased Substances shall NOT include any rights or interest in precious metals, oil, sulfur, hydrocarbon gas that can be separately produced; all said rights and interests having been reserved to Lessor.

(c) This grant includes: (i) the right to conduct geochemical and geophysical surveys; (ii) the right to remove, store, treat, transport, and dispose of Leased Substances; (iii) the right of reasonable entry onto the Premises to construct, use operate, maintain, remove, and replace such improvements and facilities as may be necessary and useful in connection with geothermal operations on the Premises, including well sites, tanks, ponds, roads, pipelines, utility lines, facilities for the development, generation, transmission, and sale of electric power generated by Geothermal Resources produced from the Premises, and facilities for extracting or processing Geothermal By-products; and (iv) such rights of ingress, egress, and easements on and across the Premises as may be reasonably necessary and useful to conduct Lessee's operations

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pursuant to this Lease.

2. Term.

Subject to the other provisions herein contained, this Lease shall have a term of ten (10) years from the date hereof (the "Primary Term") and shall continue for so long thereafter as (i) Lessee is drilling for Geothermal Resources on the Premises, working with reasonable diligence, allowing not more than six (6) months between the completion or abandonment of one well and the commencement of operations for the next; or (ii) Leased Substances are being produced or generated from the Premises in commercial quantities; or (iii) remedial operations are being continuously conducted on the Premises; or (iv) drilling operations, commercial production of Leased Substances, or remedial operations are suspended or excused under the provisions of this Lease. "Remedial operations" means reworking, redrilling, cleaning, testing, and the repair and replacement of wells and facilities for the production of Geothermal Resources. Remedial operations shall be deemed continuous so long as such operations do not cease for a period of more than ninety (90) days within a one hundred, eighty (180) day period. Production in "commercial quantities" shall mean production in such quantities of Leased Substances produced, sold, or used, the value of which, after deducting Lessor's royalty hereunder and Lessee's normal operating cost will provide to Lessee a return over such costs sufficient to warrant Lessee's good faith business decision to continue operations hereunder.

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3. Rental.

Lessee shall pay to Lessor as rent under this Lease the sum of Ten Thousand Dollars (\$10,000.00) for each and every year during the Term of the Lease. The first such payment has been made by Lessee to Lessor concurrently with the execution of this Lease, receipt of which is hereby acknowledged. Subsequent annual rental payments shall be paid as follows: Five Thousand Dollars (\$5,000.00) on or before each anniversary date of this Lease, and Five Thousand Dollars (\$5,000.00) prior to the end of the rental year (prior to the next-following anniversary date), provided, that the second half of the annual rental payment shall be waived in those years during which Lessee is conducting drilling operations for Geothermal Resources on the Premises, working with reasonable diligence, during not less than six (6) months of the subject rental year.

4. Drilling Obligations.

(a) Lessor acknowledges and agrees that Lessee shall have no obligation to commence drilling operations on the Premises during the Primary Term until such time as Lessee, in its reasonable judgment, deems it prudent to commence such operations, except as otherwise provided in Subparagraph (c) below.

(b) Lessee shall have the right to drill such well or wells on the Premises as Lessee deems reasonably necessary for the production of Leased Substances in commercial quantities, including wells for injection or reinjection purposes. Lessee shall have the further right to inject into any such wells effluent, waste brine, or water from wells, power plants, or

other facilities located on the Premises.

(c) Lessee shall have no obligation to drill a well on the Premises for the purpose of offsetting production from a well on adjacent property unless such a well drilled by Lessee can reasonable be expected to produce Leased Substances in commercial quantities, in which case Lessee shall be obligated to commence and diligently execute reasonable drilling operations. This sub-paragraph 4(c) shall not impose upon Lessee the obligation to execute drilling operations upon the Premises based solely upon production from those wells known as Well #1 and Well #2 located on the adjacent property south of the Premises, said adjacent property being currently owned by Lessee.

5. Royalty.

(a) Lessee shall pay to Lessor as royalty (i) the greater of three and one-half percent (3 1/2%) of gross sales price, or three and one-half percent (3 1/2%) of the fair market value, of Leased Substances sold or used by Lessee; and (ii) the greater of three and one-half percent (3 1/2%) of gross sales price, or three and one-half percent (3 1/2%) of the fair market value, of electrical power or energy generated by Lessee by use of Leased Substances and sold or used by Lessee; and (iii) three and one-half percent (3 1/2%) of the fair market value of Leased Substances and electrical power or energy generated by use of Leased Substances which are lost or damaged if such loss or damage is caused by Lessee's negligence, willful neglect, or willful misconduct, but not otherwise. For purpose

82633 1286

of this paragraph, "fair market value" shall mean the value as determined by a willing buyer and a willing seller, dealing at arm's length, at such time as Lessee enters into a legally binding agreement to sell or deliver the Leased Substances or electrical power or energy, or at such time as Lessee uses, loses, or damages Leased Substances or electrical power or energy and is otherwise obligated to make royalty payments thereon hereunder.

Oct. 27 2008

strike (b) Commencing with the twenty first year of the term of the Lease, and for each year thereafter, royalty computation and royalty rates shall be changed as follows: Royalties shall be computed in accordance with the United States Secretary of the Interior's regulations and orders applicable to the computation of royalties under leases for geothermal resources issued pursuant to the Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025), so long as said regulations and orders are not otherwise inconsistent with rights or interests granted or reserved hereunder or specific provisions of this Lease, as said regulations and orders are in effect upon the execution date of this Lease; and royalty rates set forth above in paragraph 5(a) shall change from "three and one-half percent (3 1/2%)" to twelve and one-half percent (12 1/2%)" in each and every instance.

(c) Lessee shall pay to Lessor on or before the last day of each calendar month the royalties accrued for the preceding calendar month, and in making such payments Lessee shall furnish to Lessor statements setting forth the basis for computation of such royalty. Lessee further agrees to implement and maintain

agency, acts of war or conditions arising out of war, unavoidable shortage of necessary material, equipment or labor, and other matters beyond the control of Lessee. This lease shall remain in full force and effect during any suspension of Lessee's performance under this Paragraph, and for a reasonable time thereafter, provided that after the removal of the cause preventing or hindering performance, Lessee, subject to the other provisions of this Lease, diligently commences or resumes performance, and further provided, that in the event Lessee's performance is suspended under the terms of this Paragraph for a period of two (2) years, this Lease shall, at the option of the Lessor, terminate.

(b) If the permission or approval of any governmental agency is necessary before drilling or producing operations may be commenced on the Premises, and if such permission or approval has been applied for within a reasonable period prior to the date upon which such operations must be commenced under the terms hereof, the obligation to commence such operations shall be suspended until thirty (30) days after the governmental permit is granted or approval given, or if such permit or approval is denied initially, then so long as Lessee in good faith appeals from such denial or conducts further proceedings in an attempt to secure such permit or approval and thirty (30) days thereafter, provided, that in the event Lessee's obligations are suspended under the terms of this Paragraph for a period of two (2) years, this Lease shall, at the option of the Lessor, terminate. "Reasonable period" as used in this Paragraph shall

B26-3P0291

trust, estate, or other entity in which Mr. Alberg or any other prohibited party has any interest in the income, equity, or assets of the company, directly or indirectly, or in which Mr. Alberg or any other prohibited party is a shareholder, director, officer, employee, or other person holding or exercising any power or right to control the affairs of such entity, directly or indirectly, through any party or in any manner.

In addition to other remedies provided for elsewhere in this Lease, any violation of this Paragraph shall entitle Lessor, in Lessor's sole discretion, to declare the Lease terminated. Such declaration of termination may be made at any time after discovery of the violation, and delay in making such declaration shall not be deemed a waiver of rights or an amendment of this Lease. The declaration of termination provided for herein shall become effective immediately upon execution without any notice thereof to Lessee as otherwise provided for herein.

13. Liens on the Premises.

Lessee shall indemnify and defend Lessor and Lessor's interest in the Premises against liens of every character resulting from Lessee's occupation of or operation on the Premises.

14. Attorney Fees.

In the event any party hereto breaches this Agreement, or any part hereof, the non-breaching party shall be netitled to reasonable attorney fees incurred in enforcing its rights, with or without suit, and all reasonable costs associated there-

that the terms of this paragraph shall survive the termination of this Lease.

17. Data Upon Termination.

Within ninety (90) days of the termination of this Lease, for any cause, Lessee shall deliver to Lessor one copy of each survey, study, test, analysis, map, log, certificate, affidavit, abstract of title, title reports and opinions, and other documents prepared, gathered, or conducted during the term of the Lease prepared by or for Lessee, or which has at any time come into the possession of Lessee or its agents, if said data pertains in any way, directly or indirectly, to the Premises or Lessee's operations hereunder.

18. Secondary Uses.

In the event that The Kosmos Company presents to Lessee a proposed project for secondary uses of the Premises, and each party finds, in its sole discretion, the proposed project to be economically feasible, and the parties elect to proceed with the implementation and execution of said project, it is the intent of the parties that the revenues derived from said project shall be shared equally, fifty percent (50%) to each, by The Kosmos Company and Lessee, and that said project shall be implemented and executed upon such other terms as are agreed upon by the parties thereto.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the date first above written.

Lessors:

THE KOSMOS COMPANY

by *Cronne Lassus*

Exhibit "B-2"
Copy of First Amendment

FIRST AMENDMENT TO GEOTHERMAL LEASE

PARTIES: The Parties to this First Amendment are Empire Geothermal Power, LLC, a Nevada limited liability company ("Geothermal"), and The Kosmos Company, a Washington partnership ("Kosmos"). This First Amendment is dated March 15, 2008 for reference purposes.

RECITALS:

A. Kosmos, as Lessor, and Michael B. Stewart, a single man, as Lessee, executed a Geothermal Lease dated October 14, 1987, recorded October 16, 1987 in Book 2633, Page 282, Document No. 1200497, official records, Washoe County, Nevada (the "Lease").

B. The Lessee's leasehold interest under the Lease was assigned to San Emidio Resources, Inc., by an Assignment recorded June 22, 1992, as Document No. 1583278, official records, Washoe County, Nevada.

C. Lessee's leasehold interest under the Lease was further assigned to Empire Farms, a Nevada Partnership, by an Assignment recorded September 16, 1995, Document No. 1933483, official records, Washoe County, Nevada, and thereafter Lessee's leasehold interest under the Lease was assigned to Assignee, Empire Energy, LLC, a Nevada limited liability company, by an Assignment recorded May 11, 2000, as Document No. 2446152, official records, Washoe County, Nevada.

D. Empire Energy, LLC assigned the Lessee's leasehold interest under the Lease to Geothermal in a document titled Assignment of Geothermal Lease dated August 31, 2003. Notice of that Assignment was placed of public record by document titled Assignment of Geothermal Project Rights and Leasehold Estates dated August 31, 2003, recorded as Document No. 2934363, Official Records, Washoe County, Nevada, on October 3, 2003.

E. Geothermal and Kosmos wish to amend the Lease to modify payment terms.

THEREFORE, the Parties hereby agree:

AGREEMENT:

1. The Parties acknowledge and agree that the Lease is currently in full force and effect, and all rental and royalty payments required to be made by Lessee to Lessor pursuant to the terms of the Lease through the effective date of this First Amendment have been made, and Lessor shall not have any right to seek payment of

additional rental or royalty payments for the period prior to the effective date of this Amendment.

2. Paragraph 5 of the Lease, titled Royalty, is hereby deleted in its entirety and replaced with the following:

5. Royalty.

(a) Until such time as Lessee's proposed new power plant achieves commercial operation, subject to paragraph 19, Lessee shall pay Lessor monthly royalty payments in an amount equal to the greater of (A) \$8,000 per month or, (B) an amount equal to three and one-half percent (3 ½ %) of the gross sales price of electrical power sold by Lessee by use of Leased Substances and sold by Lessee during the month.

(b) With respect to Leased Substances produced, saved and sold by Lessee and then used by the purchaser for the generation of electric power, Lessee shall pay to Lessor as royalty Ten Percent (10%) of the market value of such Hot Water, Steam or Thermal Energy produced from the well or in exercise of the leased rights at and as of the point of origin on the land associated with the well or the leased rights, which market value shall be deemed to be the gross proceeds received by Lessee from such sale at the point of origin, unless the sale occurs at a location other than the point of origin, in which case the market value shall be deemed to be the gross proceeds received by lessee from such sale less all costs and expenses of processing and transportation between the point of origin and the point of sale.

(c) With respect to Leased Substances, saved and sold by Lessee and which is used for any purpose other than the generation of electric power, Lessee shall pay to Lessor as royalty Five Percent (5%) of the gross proceeds received by Lessee from the sale of such Leased Substances, as such, produced from the well or in exercise of the leased rights at and as of the point of origin on the land associated with the well or the leased rights.

(d) With respect to Geothermal By-products, Lessee shall pay as royalty to Lessor Five Percent (5%) of the net proceeds received by Lessee from the sale of any Geothermal By-products produced and sold from the well or in exercise of the leased rights, or, in the event Lessee extracts minerals and/or minerals in solution, Five Percent (5%) of the proceeds received by Lessee from the sale of such minerals and/or minerals in solution less costs of transportation and extraction. If Lessee consumes Geothermal By-products or electric power generated therefrom, by either use or exchange, for purposes other than its operations with respect to the well or the leased rights, then such Geothermal By-products or electric power generated therefrom shall be deemed sold for royalty purposes and the above-described royalty shall be paid on the same value basis as if such Leased substances or electric power generated therefrom had been sold by Lessee at the time of production under Lessee's then existing sales contract.

(e) If Lessee constructs a new power plant on the Premises and Leased Substances are produced, saved and used for the generation of electric power which is then sold by Lessee, subject to Paragraph 19, Lessee shall pay to Lessor, beginning with the month following the month in which the new power plant achieves commercial operations, monthly royalty payments each in an amount equal to; (1) One and Three Quarters percent (1.75%) for the first 120 months of production, and (2) Three and One Half Percent (3.5%) thereafter, of the market value of such electric power which is sold by Lessee, which market value shall be deemed to be the gross proceeds received by Lessee from such sale less the total transmission cost to deliver the electric power to the purchaser. Provided that, during the first 120 months, so long as Lessor owns the shares, if there is both a change in control of U.S. Geothermal Inc. and the common stock value of U.S. Geothermal Inc. or its successor is at zero dollars, Lessee agrees to escalate immediately the monthly royalty payments to an amount equal to three and one-half percent (3 ½ %) of the gross sales price of electrical power generated by Lessee by use of Leased Substances and sold by Lessee during the month.

Lessee shall pay to Lessor on or before the last day of each month the royalties accrued and payable for the preceding calendar month, or on or before last day of the month next following that in which Lessee receives payment therefor from the purchaser thereof, and in making such royalty payments Lessee shall deliver to Lessor statements setting forth the basis for computation and determination of such royalty.

Lessee shall not be required to account to Lessor for or to pay any royalty on Leased Substances, Thermal Energy or Extractable Minerals produced by Lessee on the Premises which is not utilized, saved and sold, or which is used by Lessee in its operations on or with respect to the Premises for or in connection with the developing, recovering, producing, extracting and/or processing of hot water, steam, thermal energy and/or minerals in solution or in facilities for the generation of electric power, or which are unavoidably lost.

3. A new paragraph 19 is hereby added to the Lease which shall read as follows:

19. Unitization. Lessee may, at any time or from time to time, as a recurring right for drilling, development, production or operating purposes, pool, unitize or combine all or any part of the Premises and the Leased Substances into a unit with any other land or lands or lease or leases (whether held by Lessee or others) adjacent, adjoining or in the immediate vicinity of the Premises, which Lessee desires to develop or operate as a unit. Such unit shall be deemed created either upon Lessee recording in the office of the county recorder a written declaration of such unit or upon Lessee giving written notice of such unit to Lessor. Any well (whether or not Lessee's well) commenced, drilled, drilling and/or producing or being capable of producing in any part of such unit shall for all purposes of this Lease be deemed a well commenced, drilled, drilling and/or producing in exercise of the Lessee's rights under this Lease, and Lessee shall have the same rights and obligations with respect thereto and to drilling and producing operations upon the lands from time to time included within any such unit as

provided under this Lease provided, however, that notwithstanding this or any other provision or provisions of this Lease to the contrary:

(a) Production as to which royalty is payable from any such well or wells drilled upon any such unit, whether located upon the Premises or other lands, shall be allocated to the well and leased rights in the proportion that the production and injection volume of geothermal fluid associated with the Premises bears to the total production and injection of geothermal fluid of such unit, and such allocated portion thereof shall for all purposes of this Lease be considered as having been produced pursuant to this Lease and the royalty payable under this Lease shall be payable only upon that proportion of such production so allocated thereto, and

(b) If any taxes of any kind are levied or assessed (other than taxes on the land and on Lessor's improvements), any portion of which is chargeable to Lessor under this Lease, then the share of such taxes to be borne by Lessor as provided in this Lease, shall be in proportion to the share of the production from such unit allocated to the well and leased rights.

Allocation of unit production whether to the Premises and the Leased Substances or to other lands in the unit, shall continue after any termination of all or any part of this or any other lease covering lands in the unit until any exploration, drilling, remedial drilling or production operations are begun on the lands so terminated, or until contracts regarding any such operations are entered into, whereupon all such terminated lands shall be excluded in the production to be allocated to the respective lands in such unit. In the event of the failure of Lessor's, or any other owner's, title as to any portion of the rights or land included in any such unit, such portion of such land or associated land shall likewise be excluded in allocating production from such unit, provided, however, Lessee shall not be held to account for any production allocated to any lands excluded from any such operating unit unless and until Lessee has actual knowledge of the circumstances requiring such exclusion. Any exclusion shall be deemed effective the first day of the month next following the date upon which such exclusion becomes finally established.

Lessee may, at its sole option, at any time when there is no commercial production in such unit, terminate, enlarge or diminish such unit either by Lessee recording in the office of the county recorder a written declaration thereof, or by Lessee giving written notice thereof to Lessor.

4. The last sentence of Paragraph 6 of the Lease is hereby deleted in its entirety and replaced with the following: "It is hereby acknowledged by Lessee that Lessor intends to further assign its rights in the Premises for the purpose of exploring for, and mining of, precious metals and may further assign its interests as it chooses; provided, however, that in no event may Lessor assign any rights for geothermal uses, nor may it assign any right that would interfere with the rights granted to Lessee hereunder, as determined by Lessee in its reasonable discretion."

5. The following sentences are added to the end of Paragraph 7: "Notwithstanding the foregoing, Lessor may not enter that portion of the Premises in use or underdevelopment by Lessee without delivering reasonable prior notice of its entry to Lessee, and affording Lessee the opportunity to provide an escort to Lessor during all such periods of entry. Lessee will cooperate with Lessor and provide such an escort during normal business hours. In no event will Lessor enter any construction areas on the Premises."

6. The following sentences are added to the end of Paragraph 8: "Lessor shall pay all real property taxes and special assessments levied against the Premises as and when due, and Lessee shall have no liability therefor. In the event Lessor fails to pay any property taxes or assessments, and such failure jeopardizes title to the Premises, Lessee may make such payment on Lessee's behalf and offset the cost thereof against future royalty payments."

7. Paragraph 13 is deleted in its entirety and replaced with the following: "Lessee shall indemnify and defend Lessor and Lessor's interest in the Premises against any liens to the extent arising from Lessee's acts or omissions or operations on the Premises. Lessor shall indemnify and defend Lessee and Lessee's interest in the Premises against any liens to the extent arising from Lessor's acts or omissions or entry onto the Premises."

8. Paragraph 17 of the Lease is deleted in its entirety.

9. Except as amended by this First Amendment, the Lease shall remain otherwise effective as to all of its terms.

10. This First Amendment may be executed in two or more counterparts and via facsimile transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this First Amendment is executed via facsimile transmission, the party so executing this First Amendment shall forward an executed original document to the other party as soon as possible thereafter.

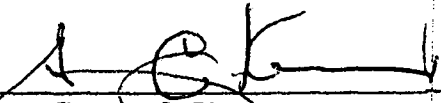
11. Kosmos acknowledges that Geothermal has advised it that Geothermal is negotiating to sell its geothermal energy plant to U. S. Geothermal, Inc. Kosmos further acknowledges that its consent to any assignment of the Lease is not required for such assignment to become effective. The Parties hereby agree that this First Amendment will become effective only if the sale from Geothermal to U. S. Geothermal Inc., or a wholly owned subsidiary created to acquire the plant, is concluded and only if U.S. Geothermal, subject to approval from the TSX, issues to Kosmos 290,000 shares of its common stock pursuant to an agreement between U.S. Geothermal and Kosmos. If it becomes effective, this First Amendment will be effective as of the effective date of such sale as evidenced by notice from U.S. Geothermal to Kosmos specifying that the sale has been concluded and specifying an effective date. As part of that transfer, Geothermal will assign its right, title, and interest under the Lease to U. S. Geothermal Inc., or its

~~D&W Draft 3-5-08~~

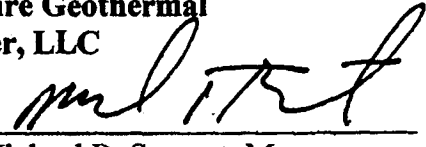
subsidiary, and U. S. Geothermal, Inc. will accept the assignment and will assume the obligations of Lessee arising from and after the date of the assignment

AGREED TO:

The Kosmos Company

By: 
Name: George C. Kosmos
Title: Partner

**Empire Geothermal
Power, LLC**

By: 
Michael B. Stewart, Manager

STATE OF NEVADA)
 : ss.
COUNTY OF Washoe)

On this 27th day of March 2008 before me, the undersigned, a Notary Public in and for said state, personally appeared Michael B. Stewart, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as Manager on behalf of Empire Geothermal Power, LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

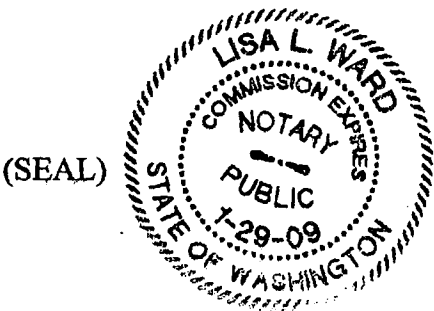


Patricia Hanneman
Notary Public

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this 18th day of March 2008 before me, the undersigned, a Notary Public in and for said state, personally appeared George C. Kosmos, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lisa L. Ward
Notary Public for ~~Idaho~~ WA
Residing at 4018 19th Ave SW
Seattle WA 98106
My Commission Expires: 1-29-09

Exhibit "B-3"
Copy of Second Amendment

SECOND AMENDMENT TO GOETHERMAL LEASE

This AMENDMENT to the Geothermal Lease dated October 14, 1987 (hereinafter referred to as the "Lease"), is made and entered into on this 5th day of May, 2007, by and between The Kosmos Company, a Washington partnership, having an address at 221 First Avenue W, Suite 415, Seattle, WA 98119 (hereinafter collectively referred to as "Lessor") and USG Nevada LLC, a Delaware LLC, having an address at 1505 Tyrell Lane, Boise, ID 83706 (hereinafter referred to as "Lessee"); by mutual agreement the Lessor and Lessee agree to amended the Lease as follows:

11. Notice.

Any notices to be given pursuant to this Lease shall be given in writing and shall be sent by courier or by certified or registered mail, return receipt requested, addressed as follows:

Lessor: The Kosmos Company
221 First Ave. W, Suite 415
Seattle, WA 98119

Lessee: USG Nevada LLC
1505 Tyrell Lane
Boise, ID 83706

LESSOR:

The Kosmos Company

By 

LESSEE:

USG Nevada LLC

By 

Douglas J. Glaspey
Manager

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed on the date first above written.

Lessee:

USG NEVADA LLC

By: 

Name: Dennis J. Gilles

Title: Manager

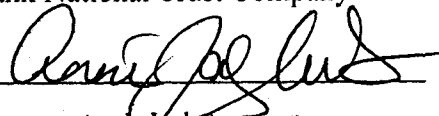
[Lessee Signature Page to Lessor Estoppel Certificate and Agreement]

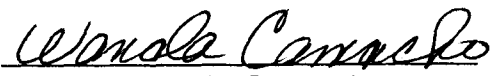
Collateral Agent:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,

not in its individual capacity but solely in its
capacity as the Collateral Agent

By: Deutsche Bank National Trust Company

By: 
Name: Annie Jughatspanyan
Its: Vice President

By: 
Name: Wanda Camacho
Its: Vice President

Date:

[Collateral Agent Signature Page to Lessor Estoppel Certificate and Agreement]

Owner:

THE KOSMOS COMPANY

By: 
George C. Kosmos, Partner

By: _____
James K. Treadwell, Trustee, The Kosmos
Trust Testamentary Trust dated May 9,
2001, Partner

[Owner Signature Page to Lessor Estoppel Certificate and Agreement]

Owner:

THE KOSMOS COMPANY

By: _____
George C. Kosmos, Partner

By: _____
James K. Treadwell, Trustee, The Kosmos
Trust Testamentary Trust dated May 9,
2001, Partner

[Owner Signature Page to Lessor Estoppel Certificate and Agreement]

Section 2

PROJECT DESCRIPTION

Executive Summary

Commission District #: 5, Jeanne Herman
Applicant: ORNI 36, Inc.
APN Numbers: 071-070-09
Request: A request has been made for a special use permit to allow for a Restricted Market Temporary Aggregate Facility (temporary aggregate pit), as fill material for the construction of the previously approved North Valley Geothermal Plant.
Location: The 9.0± acre site is located approximately 6.4-miles southwest of State Highway 447 and Rodeo Creek Road in the High Desert and Truckee Canyon Planning Areas.

Background

The project is located in an area that has natural resources that have historically been used in the production of renewable energy. As such, the applicant applied for a special use permit (SUP) to construct and operate a geothermal plant in this area. As part of the SUP for the geothermal facility, it was noted that fill material would be used to create the pads and roads needed to service the geothermal plant. As noted with the original SUP, rather than importing materials from outside the area, the applicant intended to expand an existing aggregate pit located on assessor's parcel number (APN) 071-070-09. Through the SUP process, it was noted that the existing aggregate pit had not been properly permitted and therefore a separate SUP application would be necessary. Since the applicant is operating on the property through a land lease and is not the owner of the land, the history of the existing aggregate pit is not known. It is assumed that the existing aggregate pit was used as fill for the construction of the San Emidio Geothermal Facility (located on APN 071-070-09) prior to the requirement of a special use permit. It should be noted that based on recent site visits, there is no evidence that any grading has occurred in recent years.

As such, following the Washoe County Board of County Commissioners approval of WSUP20-0013 (Ormat Geothermal) on November 10, 2020 the applicant is submitting this request for a restricted market temporary aggregate facility in order to properly permit use of the temporary aggregate pit and begin grading associated with the plant, roads and well pads.

Washoe County Master Plan and Zoning

The project includes approximately 9.0± acres of APN 071-070-09. Per Washoe County, the subject parcel has a master plan designation of Rural (R) and a zoning designation of General Rural (GR) and is located within the High Desert and Truckee Canyon Area Plans. The proposed use, Restricted Market Temporary Aggregate Facility (temporary aggregate pit), is an allowed use within any zoning designation in accordance with Washoe County Development Code Section 110.332.10(b), (*Refer to Master Plan Map, and Zoning Map in Section 3 of this submittal packet*).

Site Characteristics

The proposed project area totals 9.0± acres of which 5.4± acres have been previously disturbed by past grading activities. Outside of the previously disturbed areas, the slopes are relatively gentle. Generally sloping from southeast to northwest with no slopes greater than 30%. The rest of the site is undisturbed with native sagebrush and upland vegetation. This area is extremely rural with dirt roads predominately utilized by

maintenance crews for the production of renewable energy. The main access to the site will utilize the existing access road approximately 200 feet to the west, *(Refer to the Aerial Map in Section 3 of this submittal packet)*.

Project Request

Included with this application is a special use permit to allow for a Restricted Market Temporary Aggregate Facility (temporary aggregate pit). The temporary aggregate pit will be used to provide fill material for the previously approved geothermal facility. The request is located within the project boundary of the approved geothermal facility and will limit the amount of truck trips as compared with the importation of fill from offsite. The 9.0± acre project area will be reclaimed and revegetated once the construction of the facility is complete, thus improving the currently disturbed, un-reclaimed aggregate pit that exists.

Project Description:

As noted previously, the applicant is seeking approval to expand an existing aggregate pit located within the Geothermal facility project boundary. This pit was identified as a possible source for materials associated with construction of the plant, well pads, and roads due to its proximity to the project.

Through the SUP for the Geothermal Facility (WSUP20-0013), it was noted that approximately 100,000 cubic yards of surfacing material may be needed for the project. In order to supply that material, the aggregate pit is anticipated to result in a total project disturbance, prior to interim reclamation, of approximately 9.0± acres. By using materials sources close to the project site, the applicant can reduce the number of trips importing materials due to the rural location. Furthermore, as a part of the project, the applicant will be required to reclaim the aggregate pit along with the revegetation of native species. Additionally, due to the temporary nature of the aggregate pit, the applicant is seeking a waiver to the landscaping and parking requirements noted in Washoe County code. It should be noted that landscaping and parking are provided as part of the larger Geothermal facility in accordance with Code.

In terms of access to the project site, as noted with the original SUP, the Ormat Geothermal project will be accessed via the existing Rodeo Creek Road, which connects to State Highway 447, approximately 14.3 miles south of Empire, NV. Specifically, the aggregate pit will be accessed via a connection to the existing dirt road to the west. This access road will be revegetated once the temporary aggregate pit is reclaimed in accordance with the reclamation plan included with this request.

Mining/Reclamation Plan

In compliance with Washoe County Development Code Section 110.332.10, the following provides a description of the required information for order of activities throughout the life of the temporary aggregate pit. Activity 1 and 2 will take place prior to excavating the materials for the fill, while 4 thru 7 will occur once the temporary aggregate pit is complete. The order of activities include:

1. **Conservation of Top Soil:**
 - a. In currently undisturbed areas permitted for expansion of the temporary aggregate pit, the top 6 inches of topsoil/overburden will be stripped and stockpiled for later use during revegetation activities.
 - b. Stockpiled topsoil/overburden piles will be located such that they will not be subject to overland flow from run-on or runoff.

- c. Standard best management practices (BMPs) as approved by the Bureau of Land Management (BLM), shall be installed and maintained to prevent accelerated erosion of stockpile(s).
2. Stabilize topsoil/overburden stockpiles:
 - a. Stockpiles shall be stabilized by a hydraulic application rate of a seed mix and tackifier to be provided by the Winnemucca District BLM (requested November 9, 2020).
 - b. Once stabilized, no additional disturbance of the stockpile will be authorized.
 - c. Stabilization shall be monitored for a fully stabilized surface.
 - d. If unstable areas on the stockpile are observed, they will immediately be subject to a supplemental hydraulic application rate of the BLM provided seed mix and tackifier.
 - e. The stockpile(s) will be monitored for the establishment of invasive and noxious weeds. If these weeds are found during normal site BMP monitoring activities, the applicant will employ mechanical removal and appropriate disposal and/or herbicide treatment. Any herbicide treatment will be consistent with the BLM's 2007 Final Programmatic Environmental Impact Statement National Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron (Final PEIS) on BLM Land (BLM 2007).
3. Develop the temporary aggregate pit:
 - a. The temporary aggregate pit will be developed using standard construction practices.
4. Recontour the temporary aggregate pit:
 - a. At the completion of authorized material removal from the temporary aggregate pit, all interior and exterior slopes will be contoured to a maximum slope of 2:1.
 - b. Permanent BMPs to stabilize the site from contributing to sheet flow runoff and to contain and/or convey run-on in existing drainage features will be established.
5. Reapply stockpiled topsoil/overburden:
 - a. The recontoured interior surface of the temporary aggregate pit shall be ripped to 12 inches below existing ground surface. Stockpiled topsoil/overburden that is free of invasive and noxious weeds shall be applied evenly as possible to the interior recontoured surface of the temporary aggregate pit.
6. Revegetate the site:
 - a. The interior and exterior disturbed surface shall be revegetated using a hydraulic application rate of a seed mix and tackifier to be provided by the Winnemucca District BLM.
7. Monitor revegetation success:
 - a. The reclaimed temporary aggregate pit areas shall be monitored for site stability (accelerated erosion) and for revegetation success for a minimum period of 5 years post completion of revegetation activities.

- b. Revegetation success criteria are to be provided by the BLM (requested November 9, 2020)
- c. If unstable areas are observed, they will immediately be subject to a supplemental hydraulic application rate of the BLM provided seed mix and tackifier.
- d. The temporary aggregate pit reclaimed surfaces will be monitored for the establishment of invasive and noxious weeds. If these weeds are found during normal site BMP monitoring activities, the applicant will employ mechanical removal and appropriate disposal and/or herbicide treatment. Any herbicide treatment will be consistent with the BLM's 2007 Final Programmatic Environmental Impact Statement National Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron (Final PEIS) on BLM Land (BLM 2007).
- e. Techniques to be employed to monitor for revegetation success include the Line Intercept Method and Randomly located Density Plots

Findings

General Special Use Permit Findings

Prior to approving an application for a special use permit, the Planning Commission, Board of Adjustment or a hearing examiner shall find that all of the following are true:

(a) Consistency. The proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the applicable area plan;

Response: The entire project area is designated as Rural and in accordance with Washoe County Development Code, a Restricted Market Temporary Aggregate Facility is an allowed use through the approval of a special use permit. The proposed project has been designed to meet goals and policies within the area plan; specifically, goal fourteen which states that Washoe County will support the development of geothermal energy production.

(b) Improvements. Adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;

Response: Since this is a temporary facility no utilities are proposed. The project site will be accessed via the existing access road 200 feet to the west.

(c) Site Suitability. The site is physically suitable for the type of development and for the intensity of development;

Response: As previously stated, although the history of the existing aggregate pit is not known, it is assumed the pit was used as fill for the San Emidio Geothermal Facility (located on APN 071-070-09). As such, the site is physically suitable for expansion of the existing pit which will provide material for the plant and well pads that are integral to the construction of the geothermal facility. Pending approval of the SUP will also ensure formal reclamation to a previously unpermitted aggregate pit upon completion of the project. Furthermore, the site is centrally located in the construction site and will be able to utilize existing access roads. As such, this site is ideally located for this temporary development.

(d) Issuance Not Detrimental. Issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area; and

Response: The site has already been disturbed by previous grading activities that were never mitigated. This request includes a reclamation plan that will help to improve the public health, safety and welfare of adjacent properties. The reclamation will include measures to make slopes less vulnerable to erosion and a revegetation plan that ensures natural vegetation is reestablished. This request will improve the character of the area and contribute to the natural surrounding area.

(e) Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

Response: N/A

Special Review Considerations:

In addition to the findings required by Article 810, Special Use Permits, prior to approving an application for aggregate operations, the following special review considerations are addressed in the record:

(a) Conservation of topsoil;

Response: As stated in the reclamation plan, in currently undisturbed areas permitted for expansion of the temporary aggregate pit, the top 6 inches of topsoil/overburden will be stripped and stockpiled for later use during revegetation activities. Stockpiled topsoil/overburden piles will be located such that they will not be subject to overland flow from run-on or runoff. Standard best management practices (BMPs) as approved by the Bureau of Land Management (BLM), shall be installed and maintained to prevent accelerated erosion of stockpile(s)

(b) Protection of surface and subsurface water;

Response: Surface water will be protected through the stabilization of soils to prevent erosion. Stockpiles shall be stabilized by a hydraulic application rate of a seed mix and tackifier to be provided by the Winnemucca District BLM. Once stabilized, no additional disturbance of the stockpile will be authorized. Stabilization shall be monitored for a fully stabilized surface. If unstable areas on the stockpile are observed, they will immediately be subject to a supplemental hydraulic application rate of the BLM provided seed mix and tackifier. Due to the depth of the grading, no subsurface water is intended to be impacted by the request.

(c) Conservation of natural vegetation, wildlife habitats and fisheries;

Response: The site will be regularly monitored to insure noxious weeds that impact natural vegetation and wildlife habitats are controlled. The stockpile(s) will be monitored for the establishment of invasive and noxious weeds. If these weeds are found during normal site BMP monitoring activities, the applicant will employ mechanical removal and appropriate disposal and/or herbicide treatment. Any herbicide treatment will be consistent with the BLM's 2007 Final Programmatic Environmental Impact Statement National Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron (Final PEIS) on BLM Land (BLM 2007). No fisheries are in proximity to the project site.

(d) Control of erosion;

Response: Stockpiles shall be stabilized by a hydraulic application rate of a seed mix and tackifier to be provided by the Winnemucca District BLM. Once stabilized, no additional disturbance of the stockpile will be authorized. Stabilization shall be monitored for a fully stabilized surface. If unstable areas on the stockpile are observed, they will immediately be subject to a supplemental hydraulic application rate of the BLM provided seed mix and tackifier.

(e) Control of drainage and sedimentation;

Response: This request will be an improvement to the existing site which has currently been disturbed by previous grading activities. At the completion of authorized material removal from the temporary

aggregate pit, all interior and exterior slopes will be contoured to a maximum slope of 2:1. Permanent BMPs to stabilize the site from contributing to sheet flow runoff and to contain and/or convey run-on in existing drainage features will be established.

(f) Provision of visual and noise buffering;

Response: The project site is located in an area that is extremely rural. Visual impacts will be minimal. Furthermore, the request is temporary and once complete will be reclaimed to mimic the surrounding natural vegetation. Noise will be minimal due to the location of the project site and since all operations will be conducted during hours of construction.

(g) Accommodation of heavy traffic on roadways;

Response: The project site is located in an area that is extremely rural and away from public roadways. The access road and ingress and egress will be located along an access road and within the construction site. By nature, this request removes heavy traffic on roadways because the material can be produced onsite and does not need to be imported into the site.

(h) Provision of restoration and/or reuse of the site;

Response: At the completion of authorized material removal from the temporary aggregate pit, all interior and exterior slopes will be contoured to a maximum slope of 2:1. Permanent BMPs to stabilize the site from contributing to sheet flow runoff and to contain and/or convey run-on in existing drainage features will be established. The recontoured interior surface of the temporary aggregate pit shall be ripped to 12 inches below existing ground surface. Stockpiled topsoil/overburden that is free of invasive and noxious weeds shall be applied evenly as possible to the interior recontoured surface of the temporary aggregate pit. The interior and exterior disturbed surface shall be revegetated using a hydraulic application rate of a seed mix and tackifier to be provided by the Winnemucca District BLM.

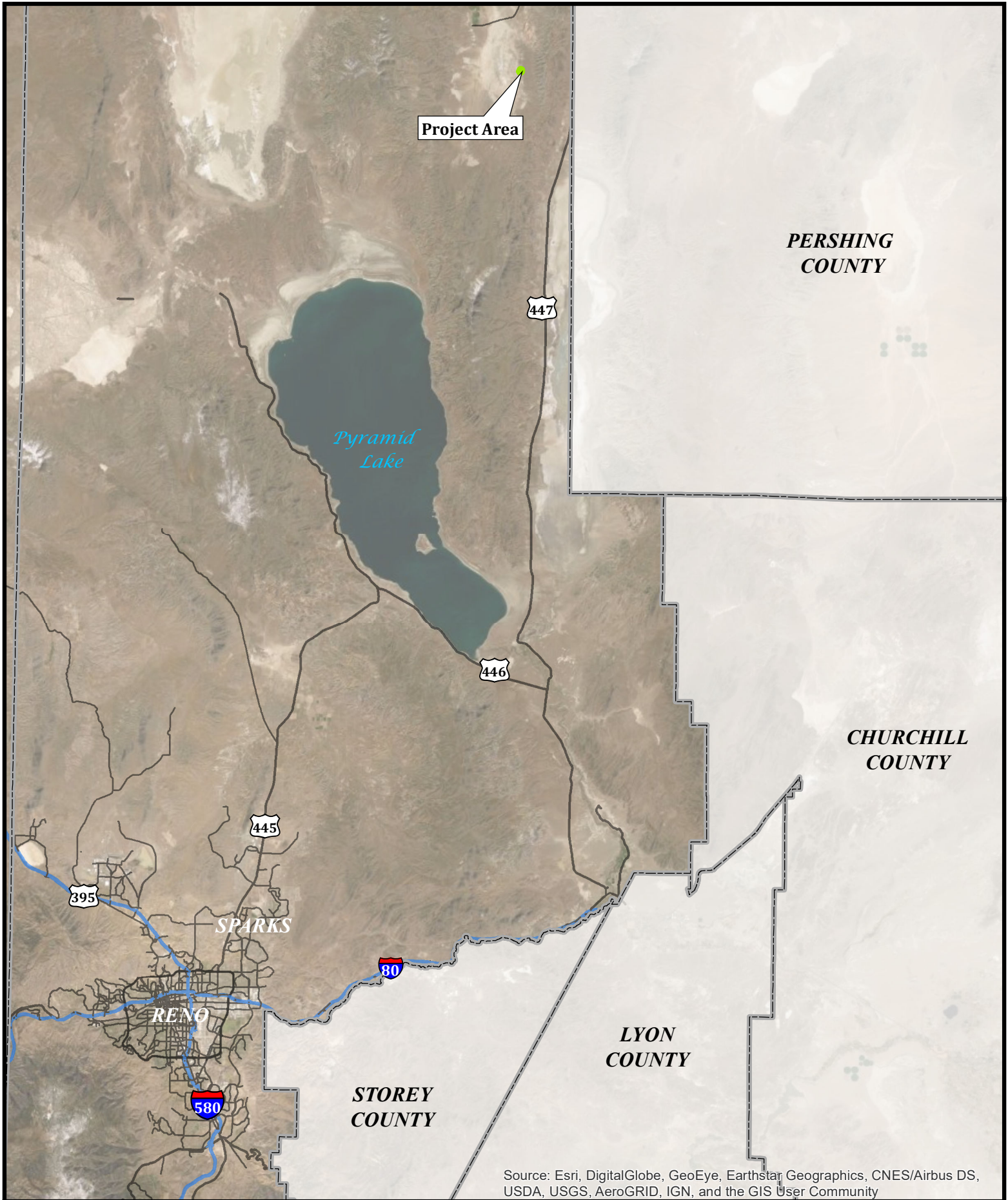
(i) Provision of a bonding program commensurate with the total costs of requirements imposed; and

Response: A bonding program commensurate with the total costs of the reclamation plan will be provided prior to any grading activities.

(j) Preservation of the recreation opportunities, air quality, archaeological resources, character of the area and other conditions as necessary.

Response: As previously stated, this project site has been previously graded. The request, complete with a reclamation plan, will improve the site and restore it to a more natural state that is more in character with the surrounding areas.

Section 3



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Vicinity Map

North Valley Temporary Aggregate Pit SUP

December 2020

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel: 775.823.4068
 Reno, NV 89502 Fax: 775.823.4066

APN
071-070-16

Existing Access Road

Legend

 Project Area

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Aerial Map

North Valley Temporary Aggregate Pit SUP

December 2020



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel: 775.823.4068
Reno, NV 89502 Fax: 775.823.4066

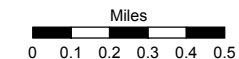


PATENTED MINING CLAIMS
PORTIONS OF SECTIONS 4, 5, 8, 9, 16, 17, 20 & 21
TOWNSHIP 29 NORTH - RANGE 23 EAST

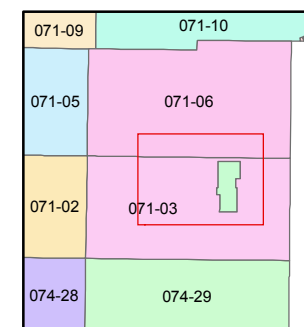
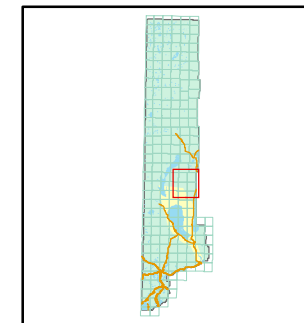
STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE

Joshua G. Wilson, Assessor

1001 East Ninth Street
 Building D
 Reno, Nevada 89512
 (775) 328-2231



1 inch = 2,640 feet

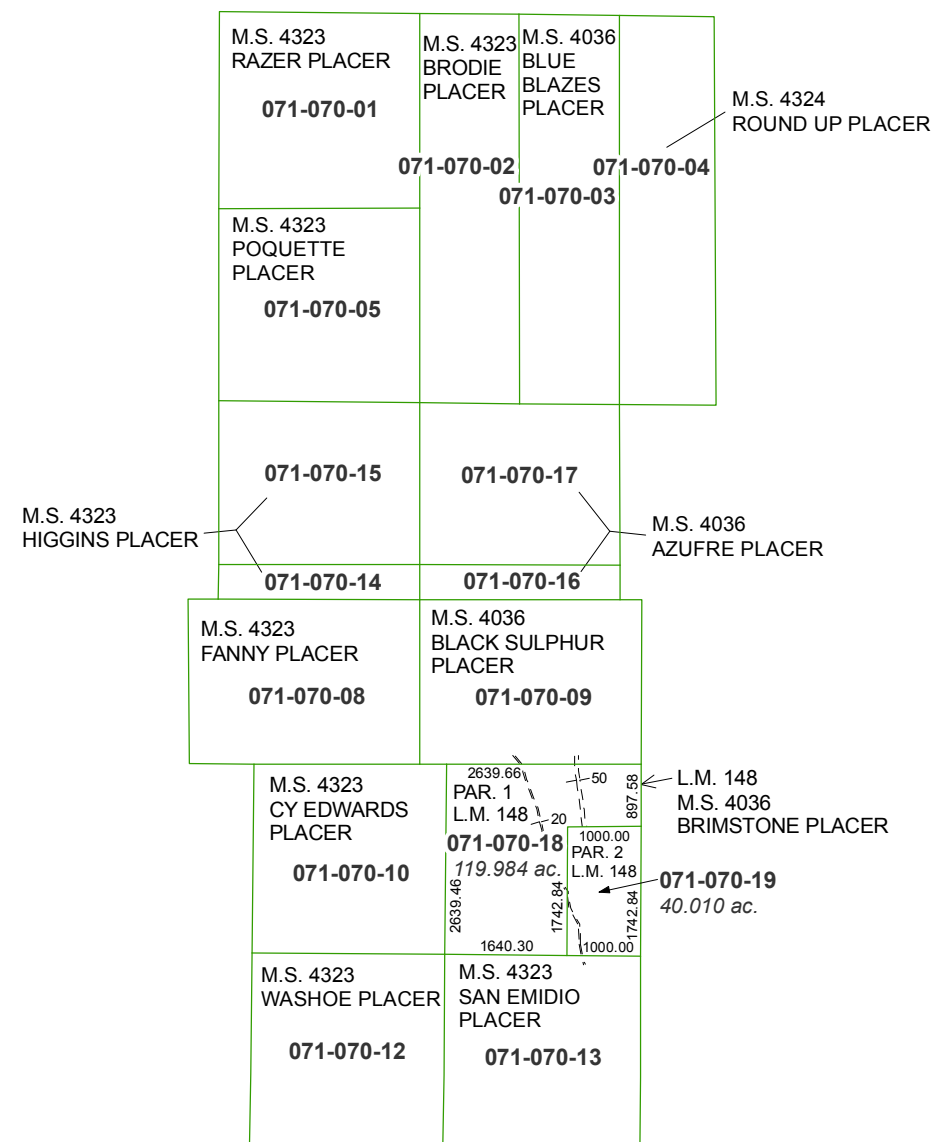


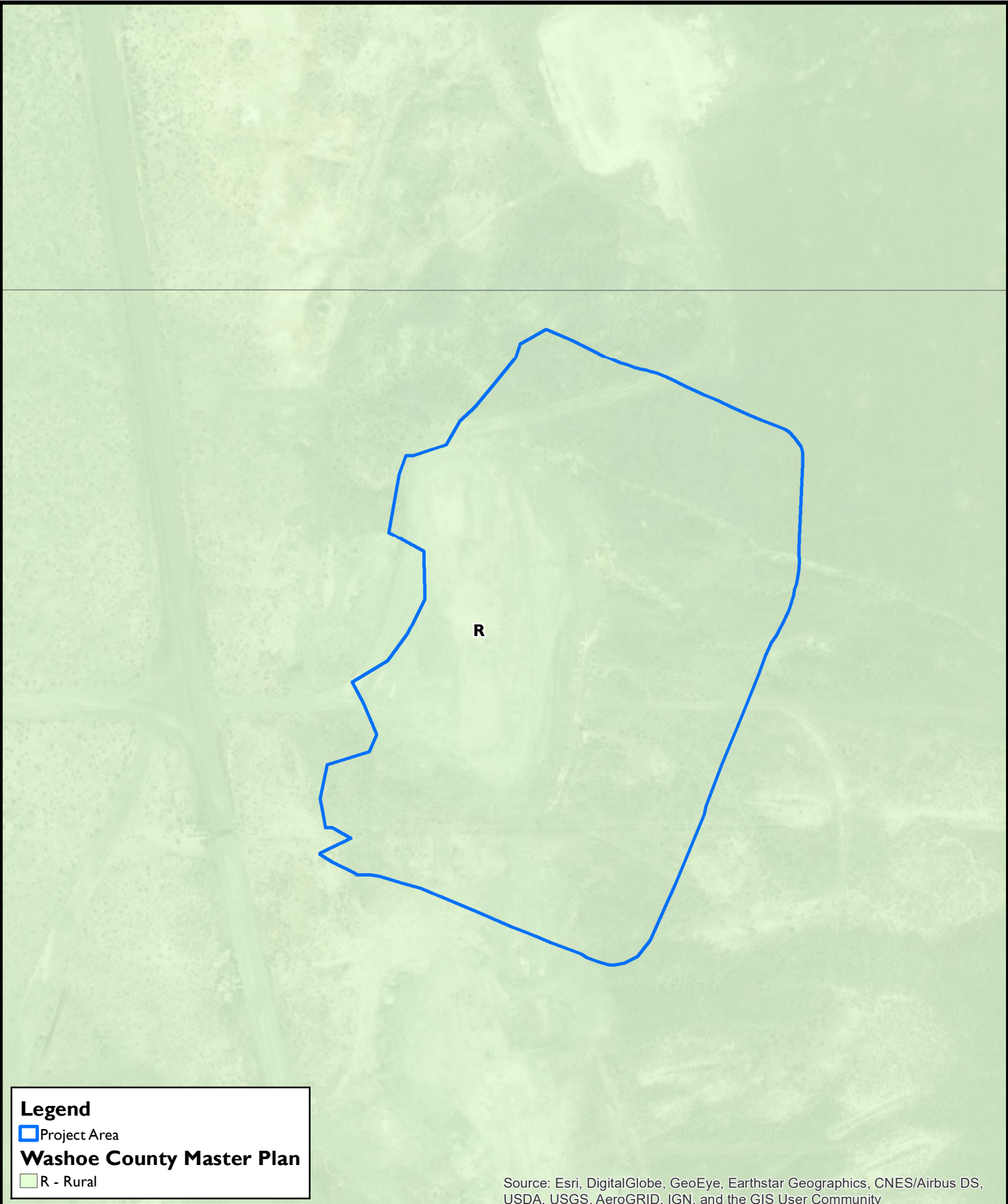
created by: TWT 6/23/2010

last updated: _____

area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.





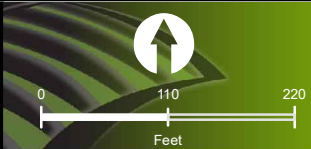
Legend

- Project Area

Washoe County Master Plan

- R - Rural

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Master Plan
North Valley Temporary Aggregate Pit SUP
December 2020



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel: 775.823.4068
 Reno, NV 89502 Fax: 775.823.4066



GR

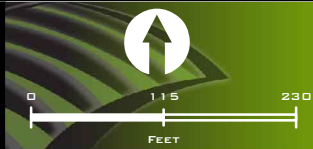
Legend

 Project Area

Washoe County Zoning

 GR - General Rural

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Zoning

North Valley Temporary Aggregate Pit SUP

December 2020



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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

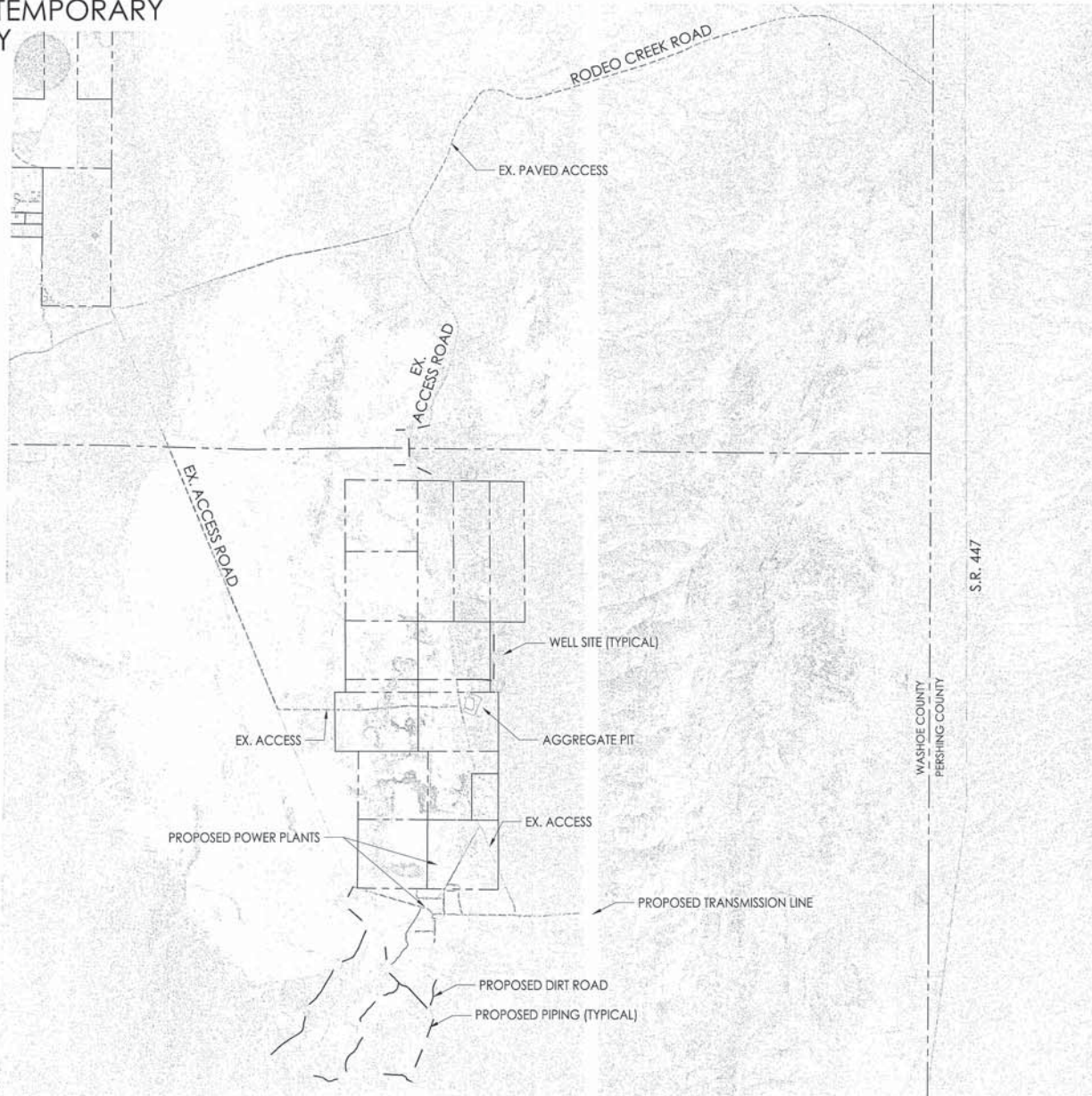
1361 Corporate Boulevard
Reno, NV 89502

Tel: 775.823.4068
Fax: 775.823.4066

Section 4

NORTH VALLEY GEOTHERMAL DEVELOPMENT

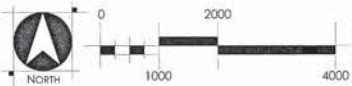
RESTRICTED MARKET TEMPORARY
AGGREGATE FACILITY
SPECIAL USE PERMIT
OVERALL SITE PLAN



LEGEND

- PARCEL LINE
- - - EX. DIRT ROAD
- - - PROPOSED WATER LINE
- - - PROPOSED TRANSMISSION LINE
- - - PROPOSED DIRT ROAD

NOTE: PROPOSED WELL PAD GRADING, POWER PLANTS, PIPING, TRANSMISSION LINES, ETC. PERMITTED VIA WSPUP20-003



NORTH VALLEY
GEOTHERMAL DEVELOPMENT
OVERALL SITE PLAN



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

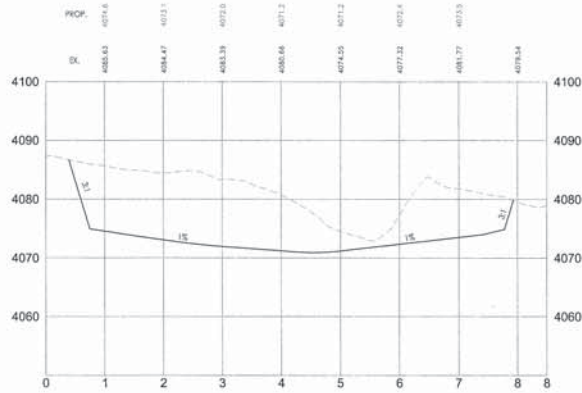
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

1707.005 DECEMBER 2020

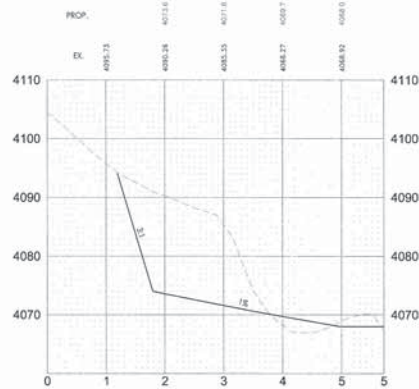
SHEET S-1 OF 7

NORTH VALLEY GEOTHERMAL DEVELOPMENT

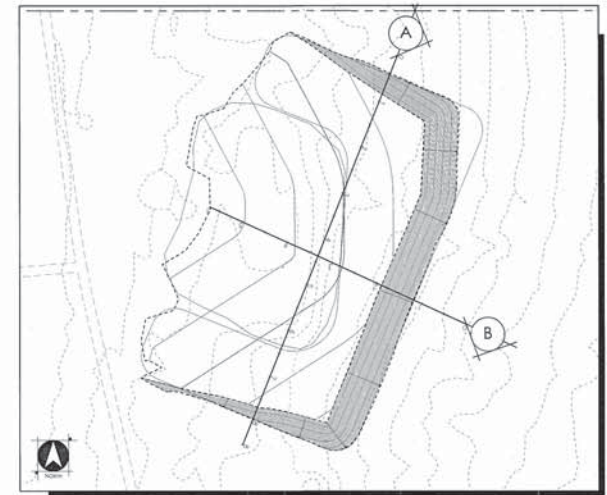
RESTRICTED MARKET TEMPORARY
AGGREGATE FACILITY
SPECIAL USE PERMIT
CROSS SECTION



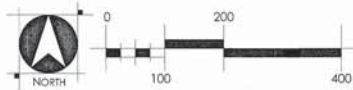
A CROSS SECTION
SCALE: 1"=40' HORIZ. AND VERT.



B CROSS SECTION
SCALE: 1"=40' HORIZ. AND VERT.



CROSS SECTION MAP
NOT TO SCALE



NOTE: PROPOSED WELL PAD GRADING, POWER PLANTS, PIPING,
TRANSMISSION LINES, ETC. PERMITTED VIA NSUP22-0013

NORTH VALLEY
GEOTHERMAL DEVELOPMENT
CROSS SECTION



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Reno, NV 89502 Fax 775.823.4066

1707.005

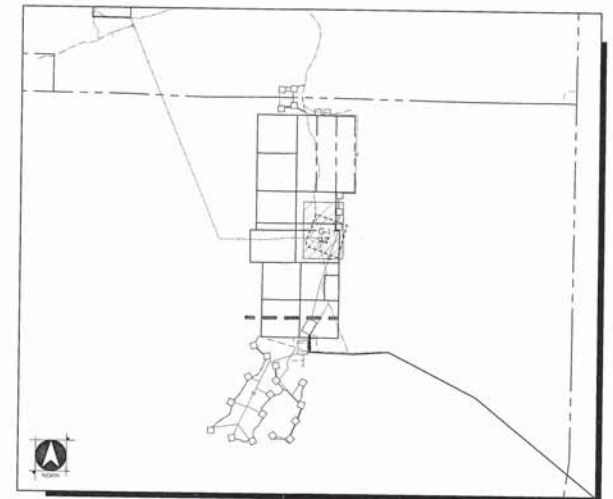
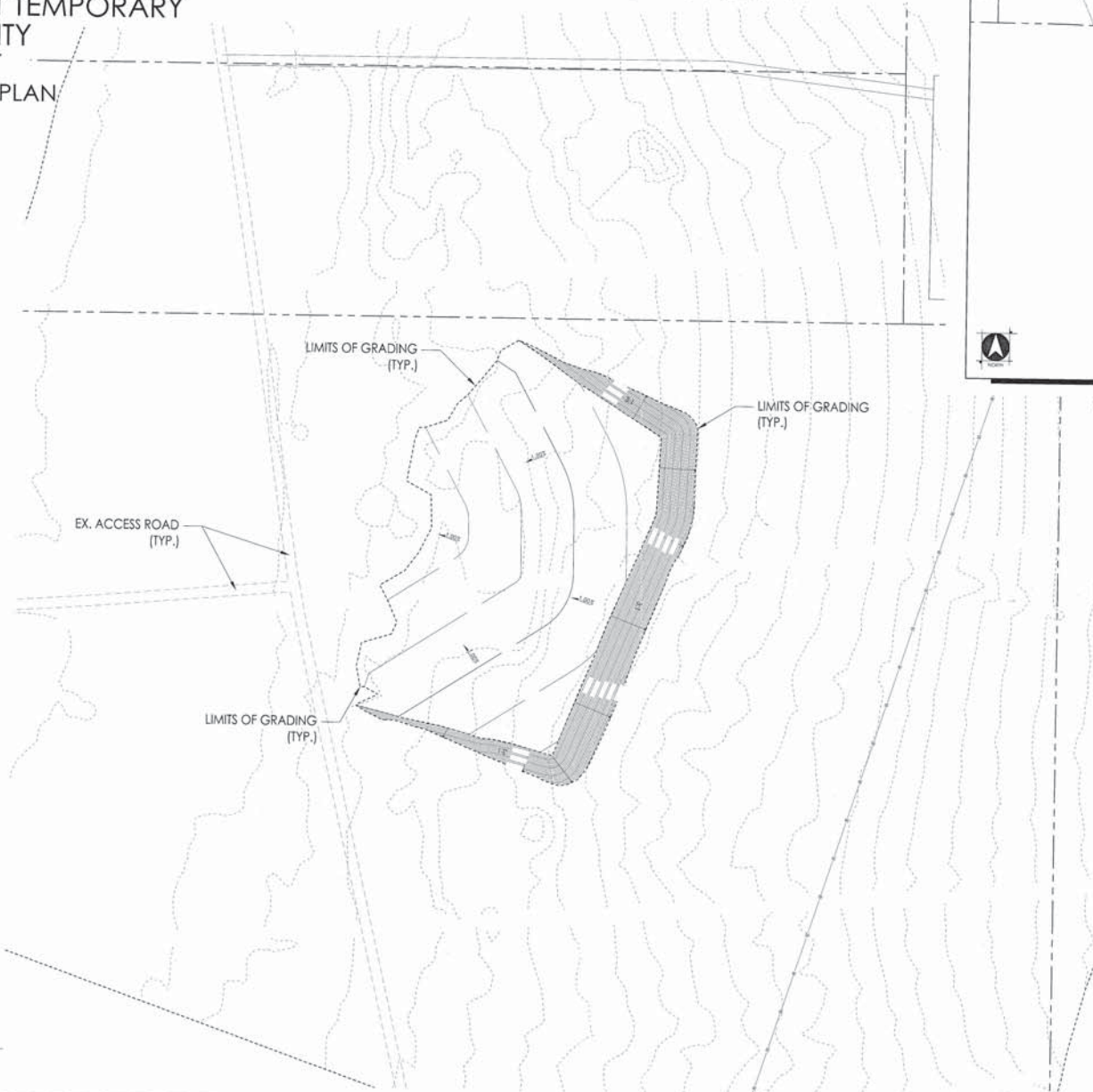
DECEMBER 2020

SHEET CS-10F 6

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NORTH VALLEY GEOTHERMAL DEVELOPMENT

RESTRICTED MARKET TEMPORARY
AGGREGATE FACILITY
SPECIAL USE PERMIT
PRELIMINARY GRADING PLAN



KEY MAP
NOT TO SCALE

LEGEND

- PARCEL LINE
- - - EX. DIRT ROAD
- - - PROPOSED WATER LINE
- PROPOSED TRANSMISSION LINE
- PROPOSED DIRT ROAD

NOTE: PROPOSED WILL PAD GRADING, POWER PLANTS, PIPING, TRANSMISSION LINES, ETC. PERMITTED VIA WSP200013

NOTE: PROPOSED GRADING AS SHOWN WILL EXCAVATE APPROXIMATELY 100,000 CY OF AGGREGATE MATERIAL



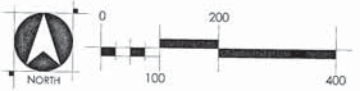
NORTH VALLEY
GEOTHERMAL DEVELOPMENT
GRADING PLAN



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1961 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

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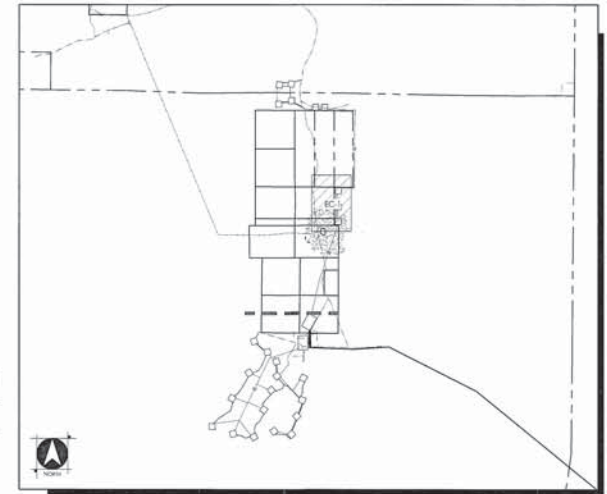
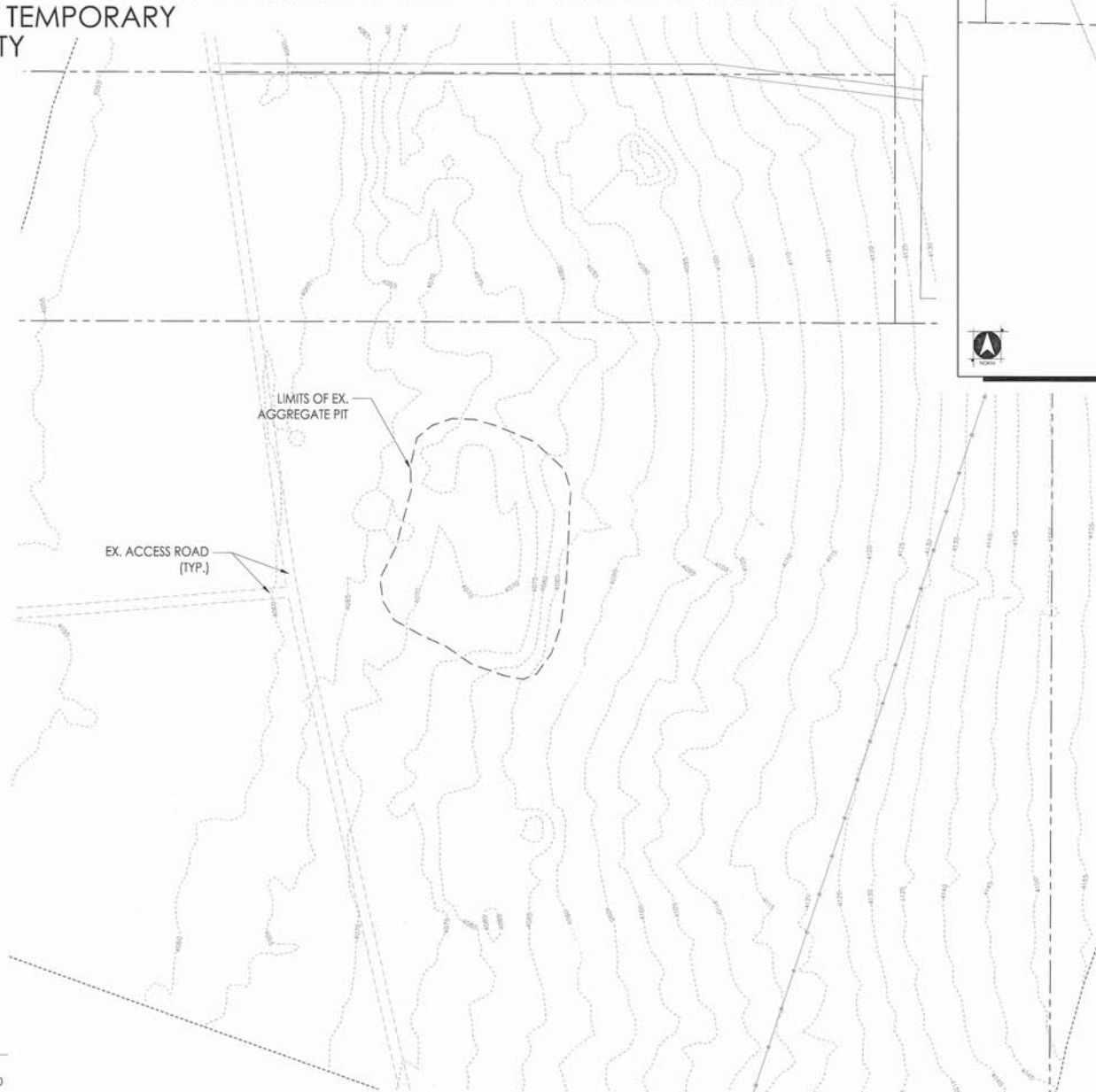
SHEET G-1 OF 6



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NORTH VALLEY GEOTHERMAL DEVELOPMENT

RESTRICTED MARKET TEMPORARY
AGGREGATE FACILITY
SPECIAL USE PERMIT
EXISTING CONDITIONS



KEY MAP
NOT TO SCALE

LEGEND

- PARCEL LINE
- - - EX. DIRT ROAD
- ==== PROPOSED WATER LINE
- ==== PROPOSED TRANSMISSION LINE
- ==== PROPOSED DIRT ROAD

NOTE: PROPOSED WELL PAD GRADING, POWER PLANTS, PIPING,
TRANSMISSION LINES, ETC. PERMITTED VIA NSUP20-0013



NORTH VALLEY
GEOTHERMAL DEVELOPMENT
EXISTING CONDITIONS



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DECEMBER 2020

SHEET EC-10F 6

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Map Pocket