

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 78092

Tonopah Solar Energy, LLC,
Appellant

v.

Brahma Group, Inc.,
Respondent

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Appeal
Fifth Judicial District Court
The Honorable Steven P. Elliott
Case No. CV 39348

**APPELLANT'S APPENDIX
VOLUME 3**

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FILED
FIFTH JUDICIAL DISTRICT

JUL 31 2018

Nye County Clerk

Sarah Westfall Deputy

**IN THE FIFTH JUDICIAL DISTRICT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF NYE**

TONOPAH SOLAR ENERGY, LLC, a Delaware
limited liability company,

Plaintiff,

vs.

BRAHMA GROUP, INC., a Nevada corporation,

Defendant.

Case No. CV 39348
Dept. No. 2

**TONOPAH SOLAR ENERGY, LLC'S
REPLY TO BRAHMA GROUP, INC.'S
OPPOSITION TO TONOPAH SOLAR
ENERGY, LLC'S MOTION TO
EXPUNGE BRAHMA GROUP, INC.'S
MECHANIC'S LIEN**

Hearing Date: August 6, 2018

Hearing Time: 9:00 AM

Defendant **TONOPAH SOLAR ENERGY, LLC** (hereinafter "TSE" or "Plaintiff"), by and through its attorneys of record, the law firm of WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC, hereby submits its Reply to Brahma Group, Inc.'s (hereinafter "BGI" or "Defendant") Opposition to TSE's Motion to Expunge BGI's Mechanic's Lien ("Motion"). It is undisputed that BGI's lien attempted to attach to both federally owned land and improvements in which the federal government has a security interest and is thus void. Moreover, the law is clear that a void lien may not be revived via amendment but must be expunged.

This Reply is made and based upon the following Memorandum of Points and



Authorities, the exhibits attached hereto, the pleadings and papers on file herein, and any argument presented at the time of hearing on this matter.

DATED this 31ST day of July, 2018.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

BGI's Opposition is replete with inaccuracies and half-truths in a desperate bid to save a lien that is fundamentally flawed. BGI astonishingly argues that its original lien never attached to federally owned land, but rather to TSE land and improvements, and is thus not void. However, as shown herein, 89.4% of the land encumbered by BGI's lien is owned by the federal government, 9.9% belongs to an innocent bystander with no involvement in this dispute, and just 0.7% belongs to TSE. As such, BGI's original lien is illegal, void and must be expunged.

BGI next argues that even if its original lien did illegally attach to federal land, its amendments to the lien fix this error and "save" or "revive" the lien. BGI is wrong again as a substantial body of law holds that a void legal instrument cannot be revived via amendment since "void" means it is as if the lien never existed in the first place.

BGI next argues that because TSE granted a security interest in the federal land on which the Project sits to a bank via a Deed of Trust, BGI should also be permitted a security interest in that land. BGI again misrepresents the facts. On its face, the Deed of Trust only conveys a security interest in the land and improvements that TSE owns as opposed to federally owned land. Moreover, even if the Deed of Trust had purported to convey an interest in federal land to the bank, this would not change the fact that a lien is rendered illegal and void the moment it



1 attempts to attach federal land. A deed of trust between TSE and a private bank cannot change
2 this principle.

3 Realizing that its chances of prevailing on the above arguments are slim, BGI asks this
4 Court to at least preserve BGI's lien against the TSE-owned improvements on the federally
5 owned land. However, the doctrine of sovereign immunity bars liens against property in which
6 the federal government has a "financial stake" and/or security interest if such a lien would
7 endanger the public fisc. Here, the federal government has both a security interest in the
8 improvements and a significant financial stake in whether the Project is successful. Financing of
9 the Project was made possible by a \$737 million loan guarantee from the Department of Energy
10 ("DOE"). Were BGI to be permitted to foreclose on its mechanic's lien and thereby kick TSE
11 off the Project (i.e. the improvements), the DOE would be forced to pay out on the \$737 million
12 guarantee, significantly damaging the public fisc. Indeed, a lien foreclosure would result in a
13 termination of TSE's above market contract with NV Energy and the likely shuttering of the
14 Plant at massive cost to the tax payer. The doctrine of sovereign immunity prevents such a
15 scenario and bars BGI from liening both the federal land and the TSE-owned improvements to
16 federal land in which the federal government has a security interest.

17 BGI also admits in its Opposition that it failed to comply with the Nevada mechanic's
18 lien statute by not giving a pre-lien notice to the BLM. BGI seeks to excuse this lack of
19 compliance by arguing that it was not required to give notice to the BLM so long as TSE had
20 notice of BGI's work. However, the Nevada Supreme Court and the statute itself expressly
21 reject this exact argument. A pre-lien notice must be given to the "property owner" not just "any
22 owner" for a lien to be valid.

23 Moreover, this is not the only violation of Nevada law. In addition to illegally liening
24 federal land, BGI has also liened four TSE Parcels on which it never performed any work.
25 Nevada law only permits a mechanic's lien to be recorded against parcels on which the
26 contractor actually performed work. Here, the TSE Parcels are located approximately 15 miles
27 away from the Project site, and BGI has never even set foot on them. This is the equivalent of a
28 contractor performing work on an owner's primary residence and then recording a lien against

both the primary residence and the owner's separate vacation home on which it never performed any work. BGI's failure to even attempt to comply with both federal and state law governing mechanic's liens requires that its lien be expunged and TSE be awarded the fees and costs it has incurred due to BGI's reckless actions.

II. BGI'S DECISION TO RECORD ITS ORIGINAL LIEN AGAINST FEDERALLY OWNED LAND IS FATAL. A VOID LIEN CANNOT BE AMENDED

A. BGI's Original Mechanic's Lien Was Recorded Against Land Owned by the BLM

BGI attempts to confuse the court by quoting numerous legal descriptions of real property and then arguing, without any basis, that BGI's lien actually was never recorded against federally owned land but rather only against TSE-owned land. This is a deliberate (and desperate) misrepresentation of the facts. BGI's original mechanic's lien¹ was recorded against nine assessor's parcel numbers (APNs) on April 9, 2018. **Two of those parcels are owned by the BLM (APN Nos. 012-141-01 and 012-151-01) and consist of 35,107.33 acres of federally owned land.**² BGI conveniently omits this fact from its Opposition and instead focuses on the four parcels³ owned by TSE which consist of a paltry 280 acres of land or just 0.7%⁴ of the total land to which BGI's lien attaches. Of the remaining three parcels referred to in BGI's lien, two⁵

¹ See Exhibit 2 to Motion (BGI's original mechanic's lien).

² See **Exhibit A** (Nye County Assessor's office print out for APN Nos. 012-141-01 and 012-151-01); see also Exhibit 7 to Motion at ¶ 5 (Declaration of Justin Pugh stating that the Project is located on BLM owned land).

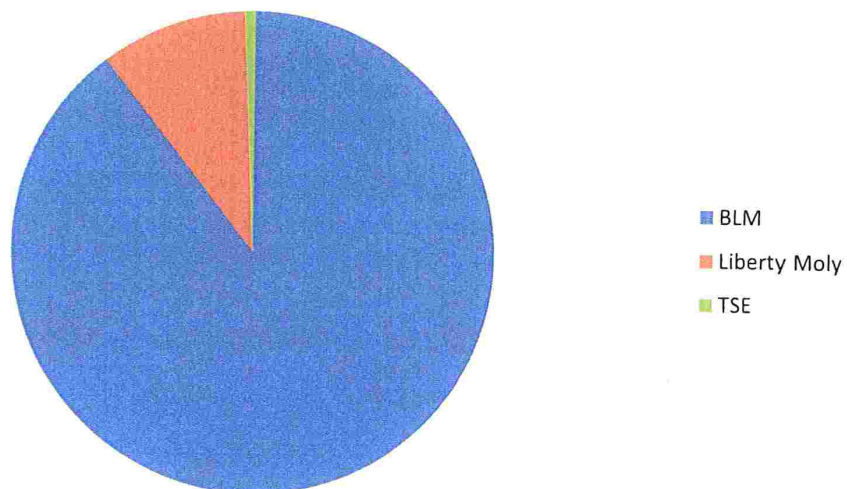
³ APN Nos. 012-031-04, 012-131-03, and 012-131-04 are 280 acres of land that TSE owns purely for water rights. No aspect of the Project is located on these parcels nor did BGI ever perform any work on these parcels. **Exhibit B** (Assessor's office print out for these three parcels). TSE also owns APN No. 612-141-01 which is not land but simply a right of way/easement over APN 12-141-01, a parcel owned by the BLM. **Exhibit C** (Assessor's office print out for this parcel and legal description of parcel).

⁴ BGI's lien attaches to a total of 39,253.23 acres of land of which only 280 belong to TSE (280/39,253.23 = 0.7%).

⁵ See **Exhibit D** (Assessor's office print out for APN Nos. 012-140-01 and 012-150-01 showing they do not exist).



Land BGI's Lien Attaches To



do not even exist and the final one⁶ is owned by Liberty Moly, LLC, a private mining company for which BGI has never performed any work. In sum, 89.4% of the land encumbered by BGI's illegal mechanic's lien belongs to the federal government, 9.9% belongs to Liberty Moly, LLC (an innocent bystander that had no role in the Project) and just 0.7% belongs to TSE, as shown by the above figure:

There is no question that BGI's original lien attached to real property owned by the BLM, not just the TSE-owned improvements on that property as BGI would have the Court believe. BGI's original lien states that it "claims a lien on the property described in this notice." Exhibit 2 to Motion at p. 1. The lien further states that the owner of the property it seeks to lien is the "Bureau of Land Management," and lists the "land" it is encumbering as APN Nos. 012-141-01 and 012-151-01 which are the aforementioned 35,107.33 acres of BLM owned land. *Id.* at p. 2 (emphasis added). The Court should reject BGI's attempts at misdirection and obfuscation and find that BGI's original lien did attempt to attach federal land and is thus void.

⁶ **Exhibit E** (Assessor's office print out for APN No. 012-431-06). Liberty Moly operates a molybdenum and copper mine in the area and granted TSE an easement to allow TSE's gen-tie lines to cross its land. BGI's attempt to attach Liberty Moly's land with its lien, land on which BGI has never worked or even set foot, provides an additional reason to expunge BGI's lien.



B. It is Hornbook Law that BGI's Void Lien Cannot be Amended. NRS 108.229 Has No Application to the Present Situation

BGI next argues that, even if its original lien did illegally⁷ attach to the BLM parcels, its lien should still not be expunged because BGI has now amended the lien to only attach to the improvements on the BLM land as opposed to the BLM land itself. This unsupported argument ignores the substantial body of law holding that once a legal document such as a lien is void, it cannot be revived or amended but must be re-created from scratch.

A general principle of law is that when a contract is void it is as if no contract ever existed. Black's Law Dictionary reflects this principle, defining a "void contract" as "[a] contract that is of no legal effect, so that there is really no contract in existence at all." BLACK'S LAW DICTIONARY (10th ed. 2014). Williston on Contracts and courts across the country echo this sentiment. See WILLISTON ON CONTRACTS § 1:20 (4th ed.) ("When a bargain is void, it is as if it never existed."); *Carton v. B & B Equities Grp., LLC*, 827 F. Supp. 2d 1235, 1244–45 (D. Nev. 2011) (providing that a void contract "will be treated as though no contract ever existed"); *Chicago Title Ins. Co. v. Renaissance Homes, Ltd.*, 679 P.2d 517, 521 (Ariz. Ct. App. 1983) (providing that a void contract "never had any legal existence or effect" and thus, "cannot in any manner have life breathed into it" (internal quotation marks omitted)).

Courts have applied this principle of law to conclude that a void deed of trust and notice of lien could not be reformed. In *In re Estate of Woodroffe*, an Iowa court applied this principle to determine that a void deed could not be reformed. 742 N.W.2d 94, 105–06 (Iowa 2007). In *Hayward Lumber & Inv. Co. v. Pride of Mojave Mining Co.*, a California court applied this principle to determine that a void notice of lien could not be reformed. 110 P.2d 439, 440 (Cal. Ct. App. 1941); see also *Sequatchie Concrete Serv., Inc. v. Cutter Labs.*, 616 S.W.2d 162, 165 (Tenn. Ct. App. 1980) ("[W]here there is a positive or unambiguous description of the wrong piece of property and not of property which the lien may properly attach, the description is obviously insufficient to create or preserve a lien.").

⁷ Notably, BGI does not challenge the extensive federal case law in the Motion holding that recording a lien against federal land is illegal and thus such a lien is void.

Most notably, the Nevada Supreme Court has applied this principle of law to determine that a void complaint cannot be amended. *See Washoe Med. Ctr. v. Second Judicial Dist. Court*, 122 Nev. 1298, 1300, 148 P.3d 790, 792 (2006); *Otak Nevada, LLC v. Eighth Judicial Dist. Court*, 127 Nev. 593, 599, 260 P.3d 408, 412 (2011). In *Otak*, the Nevada Supreme Court reasoned that “because a void pleading does not legally exist,” it “cannot be amended.” 127 Nev. at 599, 260 P.3d at 412. For the same reasons, a void lien does not legally exist, and thus, cannot be amended.

Here, once BGI’s original lien attempted to attach to federally owned land it became void and ceased to legally exist. Since the original lien is void, BGI’s three attempts at amending that void lien are of no legal effect. Just like a void contract or complaint cannot be revived by an amendment, so a void lien cannot be revived.⁸

Seeking to avoid this inconvenient fact, BGI directs the Court’s attention to NRS 108.229(1), which permits lien amendments where the changes to the lien are not “material.” However, NRS 108.229 starts from the premise that the original lien, while flawed, is still valid and in legal existence. The statute has no application in situations such as this where the original lien is illegal and void.⁹

C. The Deed of Trust Referenced by BGI Has no Bearing on the Instant Motion

Sensing that its primary argument (that the lien was never recorded against federally owned land) is weak, BGI posits an alternative argument. BGI argues that since TSE granted PNC Bank a security interest in the federally owned land on which the Project sits, BGI should also be permitted to receive a security interest in the federally owned land via its mechanic’s lien. *See Opposition at 13:14-18.*

⁸ Of course, just as one can draft a new contract or complaint if the original contract/complaint is deemed void, BGI is free to create a brand new lien. If BGI takes that route, TSE will assess the merits of the new lien at that time.

⁹ Even assuming the statute did apply BGI would not be able use it to amend its original lien. NRS 108.229(1) only permits amendments where the difference between the original lien and the amended lien is not “material” or “intentional.” Here, the difference between the original lien and the amended lien is drastic. The original lien attempts to encumber 35,107.33 acres of federal land while the most recent amendment seeks to not encumber that land. This is a textbook example of a “material” lien variance.



1 BGI's "in the alternative" argument fails for two reasons. First, the Deed of Trust BGI
2 relies on only conveys the "interest of Grantor (i.e. TSE)" in the real property and does not
3 purport to give the bank an interest in any real property owned by the BLM. *See* Exhibit 4 to
4 Opposition at § 1.1(d). Indeed, it would have been both impossible and illegal for TSE to grant
5 the bank a security interest in federal land.

6 Second, even assuming, *arguendo*, that the Deed of Trust had purported to give the bank
7 a security interest in federal land, this has no bearing on the validity of BGI's original lien. As
8 pointed out in the Motion, under no circumstances may a lien attach to federal land without
9 being rendered void. TSE could not modify this rule even if it desired to. The only way federal
10 land may be validly liened is if a federal statute were created to expressly permit such a lien. *See*
11 *Price v. United States*, 174 U.S. 373, 376, 19 S. Ct. 765, 766 (1899).

12 In sum, BGI's focus on the Deed of Trust is a red herring designed to distract this Court
13 from the fact that BGI's lien is void because it was illegally recorded against federal land.

14
15 **D. Mechanic's Liens Are Void if They Impair the Federal Government's
Security Interest**

16 BGI next contends that its lien is still valid against the improvements built on the land
17 (i.e. against the Project) even if it is not valid against the land itself. BGI is wrong again.
18 "Sovereign immunity bars those suits that are prosecuted against the United States"¹⁰ and "a
19 proceeding against property in which the United States has an interest is a suit against the United
20 States." *United States v. Alabama*, 313 U.S. 274, 282, 61 S.Ct. 1011 (1941) (emphasis added);
21 *Fahey v. O'Melveny & Myers*, 200 F.2d 420, 455 (9th Cir. 1952) (noting that this rule would
22 typically apply to property the government has a "financial stake" in); *see also United States v.*
23 *Gen. Douglas MacArthur Senior Vill., Inc.*, 470 F.2d 675, 680 (2d Cir. 1972) ("local
24 governments cannot take any action to collect unpaid taxes assessed against property which
25 would have the effect of reducing or destroying the value of a federally held purchase-money
26 mortgage lien."). While not every lien or action will be void/barred just because it tangentially
27

28 ¹⁰ *United States v. Rural Elec. Convenience Co-op. Co.*, 922 F.2d 429, 433 (7th Cir. 1991).

1 affects a federal government security interest, actions are barred if they would negatively impact
2 the government fisc. *United States v. Rural Elec. Convenience Co-op. Co.*, 922 F.2d 429, 436
3 (7th Cir. 1991).¹¹

4 Here, the federal government has both a formal security interest and would have to be
5 involved in any lien foreclosure action. The federal government also has a significant financial
6 stake in the TSE owned improvements (i.e. the Plant). TSE received a \$737 million loan
7 guarantee from the Department of Energy ("DOE") in order to build the Plant. See **Exhibit F**
8 (September 28, 2011 DOE news release). Because of this guarantee, TSE was able to secure
9 significant private financing for the Project. **Exhibit G** (Declaration of Justin Pugh). In return
10 for the guarantee, TSE granted the DOE a security interest in all the improvements that constitute
11 the Project. *Id.*

12 TSE is making payments on the private Project loans with, among other things, the
13 revenue it receives from selling the power the Plant generates. *Id.* If BGI were permitted to
14 maintain a mechanic's lien against the Project and foreclose on that lien, the practical result
15 would be that TSE would be kicked off the Project and BGI would attempt to take over TSE's
16 role of running the Plant. *Id.* This result would impair TSE's ability to make payments on the
17 Project loans and increase the likelihood that the federal government would ultimately be forced
18 to cover any shortfall or default, significantly damaging the public fisc. *Id.*

19 Even more troubling, a lien foreclosure by BGI would likely endanger the viability of the
20 entire Project. *Id.* TSE has a contract with NV Energy whereby NV Energy purchases power
21 from the Project at significantly above market rates. *Id.* If BGI foreclosed and stepped into the
22 shoes of TSE, the contract with NV Energy would be terminated, making it uneconomic to
23 operate the Plant. *Id.* In this scenario, it is a certainty that the DOE would be forced to bail out
24 the Project at massive expense to the taxpayer. *Id.*

25
26 ¹¹ Importantly, all of the cases cited by BGI where an entity was permitted to lien improvements involve
27 improvements on *state* owned land rather than *federal* land and did not involve a federal government
28 security interest. Moreover, even assuming the cases cited by BGI did conflict with federal case law,
which they do not, federal law would take precedence under the Constitution's Supremacy Clause. U.S.
Const., art. VI, cl. 2.



1 In addition, assuming BGI's foreclosure went through, BGI would not even be permitted
2 to operate the Plant without, among other things, going through the Federal Regulatory
3 Commission's approval processes. *Id.* The certain delays associated with that process
4 (assuming BGI would even qualify for approval) would also result in a shut down of the Plant.

5 The doctrine of sovereign immunity exists precisely to prevent the above scenarios. This
6 Court should not permit BGI's dispute with TSE to threaten hundreds of millions in taxpayer
7 dollars that rely on (1) TSE continuing to run the Plant in an efficient and effective manner and
8 (2) the above market contract with NV Energy continuing to exist. Nor should the Court force
9 the DOE into a relationship with an entity (BGI) which the DOE never contemplated would be
10 involved with administering the Plant and which lacks the experience necessary to run such a
11 state-of-the-art facility. Indeed, BGI would likely not even be approved by the Federal
12 Regulatory Commission to run the Plant. Stated another way, Nevada's mechanic's lien regime
13 was never intended for a federal project such as this and the doctrine of sovereign immunity bars
14 any and all liens by BGI (including the current lien) that pose a significant danger to the public
15 fisc.

17 **III. BGI'S FAILURE TO SERVE THE OWNER OF THE REAL PROPERTY WITH** 18 **NOTICE OF ITS LIEN INVALIDATES THE LIEN**

19 BGI concedes that it never gave a pre-lien notice to the BLM but argues that because it
20 has a contract with TSE it did not need to serve a pre-lien notice under NRS 108.245(1). BGI's
21 position is directly contradicted by both the statute¹² and Nevada Supreme Court case law. In
22 *Hardy*, the Nevada Supreme Court held that "[t]he service of one owner [i.e. TSE] is not
23 adequate to give notice to other owners [i.e. the BLM] of the potential claim." *Hardy*
24 *Companies, Inc. v. SNMARK, LLC*, 126 Nev. 528, 541, 245 P.3d 1149, 1158 (2010) (emphasis

25 ¹² BGI attempts to trick the Court by conflating an owner of an improvement on real property (i.e. TSE)
26 with an owner of real property (i.e. the BLM). However, the statute is not confusing. NRS 108.245(1)
27 expressly requires notice to not just any "owner" but the "owner of the property." The term "property" is
28 defined in NRS 108.22172 as "land, real property or [a] mining claim." Clearly, a pre-lien notice to the
real property owner is always required unless one has a direct contract with the real property owner,
which BGI does not have.

added). Critically, “[a] failure to serve the right person or entity cannot be cured.” *Id.* at 542, 245 P.3d at 1158. Thus, BGI’s admitted failure to serve a pre-lien notice on the BLM is an additional reason to expunge its lien.¹³

Likely realizing that the Nevada Supreme Court has already rejected its primary argument, BGI argues that, in the alternative, there was no need for it to give notice to the BLM because BGI’s original lien only attached to the TSE owned improvements. This is another misrepresentation. As shown in Section II(A), *supra*, BGI’s original lien encumbered over 35,000 acres of federally owned land! To allow BGI’s lien to stand under these circumstances would eviscerate the purpose of Nevada’s pre-lien statute which “is to put the owner on notice of work and materials furnished by third persons with whom he has no direct [contract].” *Id.* at 540, 245 P.3d at 1157.

BGI’s only contract was with TSE. BGI had no contract (or contact) with the BLM whatsoever. Despite this, BGI makes the bold claim that the BLM somehow had “actual knowledge” of the work BGI was performing due to a right of way lease¹⁴ that the BLM granted to TSE to construct the Project on BLM land. Again, such an argument has already been rejected by the Nevada Supreme Court. The Court has held that “actual knowledge requires that the owner has to have been reasonably made aware of the identity of the third party seeking to record and enforce a lien.” *Id.* (emphasis added). The ground lease was an agreement between TSE and the BLM and makes no mention of BGI. Thus, BGI cannot impute knowledge of its work to the BLM via the lease.

To reiterate, the statute expressly required that BGI give the BLM a pre-lien notice prior to recording its mechanic’s lien. BGI admits to not giving this notice to the BLM. Thus, BGI’s lien must be expunged.

¹³ BGI also failed to serve a pre-lien notice on Liberty Moly, LLC for its lien against APN No. 012-431-06, which is owned by Liberty Moly, LLC. This is an additional reason to expunge the lien.

¹⁴ The ground lease is attached as Exhibit 3 to BGI’s Opposition.



1 **IV. BGI'S ATTEMPT TO LIEN THE TSE PARCELS IS ALSO INAPPROPRIATE**
2 **AS BGI NEVER PERFORMED ANY WORK ON THOSE PARCELS**

3 BGI argues that even if the Court is inclined to expunge its lien on the BLM land and the
4 improvements located on that land, the Court should allow BGI's lien to remain on the four TSE
5 Parcels.¹⁵ However, Nevada law makes it impossible for such a request to be granted. NRS
6 108.222(1) provides that "a lien claimant has a lien upon the property [and] any improvements
7 for which the work, materials and equipment were furnished or to be furnished."

8 Here, BGI has never worked on the TSE Parcels nor are there any improvements on said
9 parcels. **Exhibit G** (Declaration of Justin Pugh). Indeed, the parcels are located approximately
10 15 miles away from the Project site and were purchased by TSE purely for water rights. *Id.* BGI
11 attempting to lien the TSE Parcels is the equivalent of a contractor performing work on an
12 individual's primary residence and then liening both that residence and the owner's vacation
13 home on which he never worked. Such a result is prohibited by NRS 108.222(1) which only
14 permits liens on property which a contractor has worked on. BGI's overreach here gives the
15 Court another reason to expunge the lien.

16 ///

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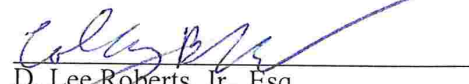
27 _____

28 ¹⁵ The TSE Parcels are: APN Nos. 012-031-04, 012-131-03, 012-131-04 and 12-141-01.

V. CONCLUSION

“Failure to either fully or substantially comply with the mechanic's lien statute will render a mechanic's lien invalid as a matter of law.” *Hardy Companies, Inc.*, 126 Nev. at 536, 245 P.3d at 1155. Here, BGI has violated Nevada’s mechanic’s lien regime at every turn. It has (1) illegally recorded a lien against federally owned land, (2) illegally recorded a lien against improvements which secure federal loans and on which the public fisc completely depends, (3) failed to give the required statutory notice to the real property owner of its intent to lien the property and (4) recorded a lien against property (i.e. the TSE Parcels) on which BGI never performed any work. BGI has made no attempt to comply with the statute. TSE requests that the Court expunge BGI’s lien and award TSE the fees and costs it has incurred due to BGI’s frivolous lien. To not grant this Motion is to endanger hundreds of millions in federal taxpayer funds not to mention the numerous Nye County jobs which depend on the Project’s continued viability.

DATED this 31ST day of July, 2018.



D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

*Attorneys for Plaintiff
Tonopah Solar Energy, LLC*



CERTIFICATE OF SERVICE

I hereby certify that on the 31 day of July, 2018, a true and correct copy of the foregoing
**TONOPAH SOLAR ENERGY, LLC'S REPLY TO BRAHMA GROUP, INC.'S
OPPOSITION TO TONOPAH SOLAR ENERGY, LLC'S MOTION TO EXPUNGE
BRAHMA GROUP, INC.'S MECHANIC'S LIEN** was served by mailing a copy of the
foregoing document in the United States Mail, postage fully prepaid, to the following:

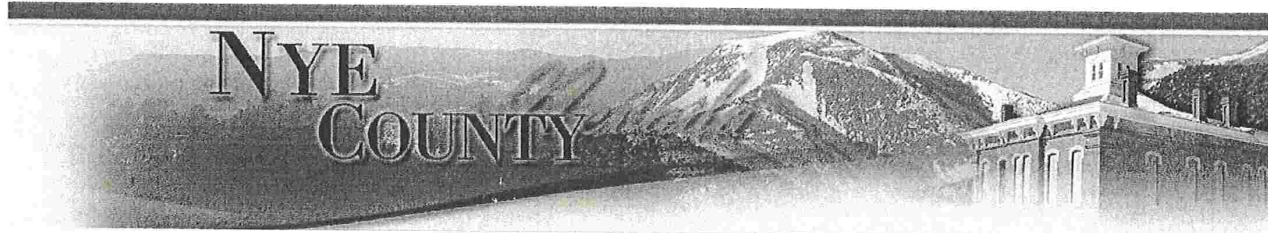
Richard L. Peel, Esq.
Eric B. Zimbelman, Esq.
Ronald J. Cox, Esq.
Peel Brimley, LLP
3333 E. Serene Avenue, Suite 200
Henderson, Nevada 89074
Attorneys for Defendant Brahma Group, Inc.

Cynthia S. Bauman

An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

EXHIBIT A

EXHIBIT A

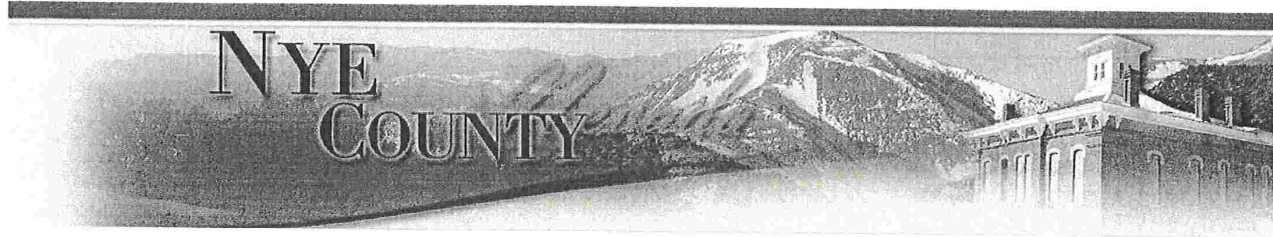


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Parcel Detail for Parcel # 012-141-01

Location Property Location T5N R41E PT 20,923.24AC Town District 7.0 - TONOPAH Subdivision Lot Block Property Name T5N R41E PT 20,923.24AC Add'l Addresses Assessor Maps Legal Description		Ownership Assessed Owner Name BUREAU LAND MANAGEMENT Mailing Address TONOPAH FIELD STATION P O BOX 911 TONOPAH, NV 89049-0911 Legal Owner Name BUREAU LAND MANAGEMENT Vesting Doc #, Date Year / Book / Page Map Document #s Ownership History Document History																																																																																	
Description Total Acres 20,923.240 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 0 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 0 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Finished Basement SF 0 Basement Bedrooms / Baths 0 / .00		Appraisal Classifications Current Land Use Code 100 Code Table Zoning Code(s) Re-appraisal Group 5 Re-appraisal Year 2015 Original Construction Year Weighted Year Current Exempt Code 08 - US Public Domain																																																																																	
Assessed Valuation <table border="1"> <thead> <tr> <th>Assessed Values</th> <th>2018-19</th> <th>2017-18</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>4,435,727</td> <td>7,113,902</td> <td>4,728,652</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>4,435,727</td> <td>7,113,902</td> <td>4,728,652</td> </tr> <tr> <td>Net Assessed Value</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> Increased (New) Values <table border="1"> <tbody> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Assessed Values	2018-19	2017-18	2016-17	Land	4,435,727	7,113,902	4,728,652	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	4,435,727	7,113,902	4,728,652	Net Assessed Value	0	0	0	Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	Taxable Valuation <table border="1"> <thead> <tr> <th>Taxable Values</th> <th>2018-19</th> <th>2017-18</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>12,673,506</td> <td>20,325,434</td> <td>13,510,434</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>12,673,506</td> <td>20,325,434</td> <td>13,510,434</td> </tr> <tr> <td>Net Taxable Value</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table> Increased (New) Values <table border="1"> <tbody> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Taxable Values	2018-19	2017-18	2016-17	Land	12,673,506	20,325,434	13,510,434	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	12,673,506	20,325,434	13,510,434	Net Taxable Value	0	0	0	Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
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Parcel Detail for Parcel # 012-151-01

Location

Property Location 10816 POLE LINE RD
 Town TONOPAH
 District 7.0 - TONOPAH
 Subdivision Lot Block
 Property Name T3&4N R40&41E 14,184.09AC

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name BUREAU LAND MANAGEMENT

Mailing Address TONOPAH FIELD STATION
 P O BOX 911
 TONOPAH, NV 89049-0911

[Ownership History](#)
[Document History](#)

Legal Owner Name BUREAU LAND MANAGEMENT

Vesting Doc #, Date Year / Book / Page
 Map Document #s

Description

Total Acres 14,184.090 Square Feet 0
 Ag Acres .000 W/R Acres .000

Improvements

Single-family Detached 0	Non-dwelling Units 0	Bedrooms / Baths 0 / .00
Single-family Attached 0	Mobile Home Hookups 0	Stories .0
Multiple-family Units 0	Wells 0	Garage Square Ft... 0
Mobile Homes 0	Septic Tanks 0	Attached / Detached
Total Dwelling Units 0	Buildings Sq Ft 0	
	Residence Sq Ft 0	
	Basement Sq Ft 0	Basement
	Finished Basement SF 0	Bedrooms / Baths 0 / .00

[Improvement List](#)
[Improvement Sketches](#)

Appraisal Classifications

Current Land Use Code 100 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
 Original Construction Year Weighted Year

Current Exempt Code 08 - US Public Domain

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	3,007,027	4,822,591	3,205,604
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	3,007,027	4,822,591	3,205,604
Net Assessed Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	8,591,506	13,778,831	9,158,869
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	8,591,506	13,778,831	9,158,869
Net Taxable Value	0	0	0

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

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EXHIBIT B

EXHIBIT B

NYE COUNTY

[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-031-04

Location

Property Location F#26731 P.4 121.6AC

Town

District 7.0 - TONOPAH

Subdivision Lot Block

Property Name F#26731 P.4 121.6AC

[Add'l Addresses](#)[Assessor Maps](#)[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC

Mailing Address 520 BROADWAY 6TH FLR
SANTA MONICA, CA 90401-2420[Ownership History](#)[Document History](#)

Legal Owner Name TONOPAH SOLAR ENERGY LLC

Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page

Map Document #s

Description

Total Acres 121.600

Square Feet 0

Ag Acres .000

W/R Acres .000

Improvements

Single-family Detached 0	Non-dwelling Units 0	Bedrooms / Baths 0 / .00
Single-family Attached 0	Mobile Home Hookups 0	Stories .0
Multiple-family Units 0	Wells 0	Garage Square Ft... 0
Mobile Homes 0	Septic Tanks 0	Attached / Detached
Total Dwelling Units 0	Buildings Sq Ft 0	
Improvement List	Residence Sq Ft 0	
Improvement Sketches	Basement Sq Ft 0	Basement
	Finished Basement SF 0	Bedrooms / Baths 0 / .00

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5	Re-appraisal Year 2015
Original Construction Year	Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	148,322	148,322	148,322
Improvements	1,187	1,181	848
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	149,509	149,503	149,170

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19	55% - Renewable Energy Facilities
2017-18	55% - Renewable Energy Facilities
2016-17	55% - Renewable Energy Facilities

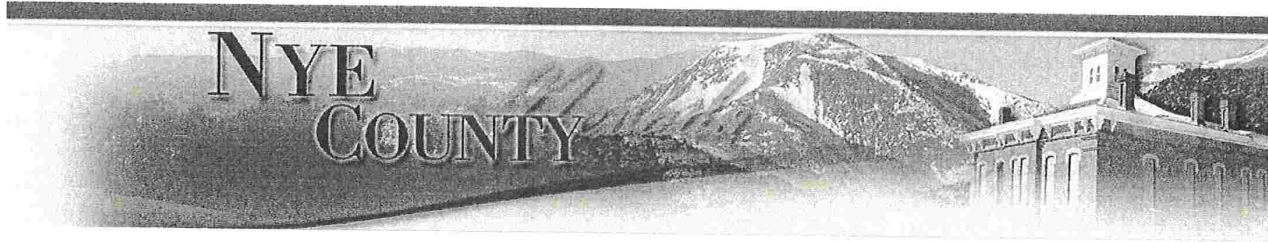
Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	423,777	423,777	423,777
Improvements	3,391	3,374	2,423
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	427,169	427,151	426,200

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)


[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-131-03

Location

Property Location F#26731 P.2 79.07AC

Town

District 7.0 - TONOPAH

Subdivision Lot Block

Property Name F#26731 P.2 79.07AC

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC

Mailing Address 520 BROADWAY 6TH FLR
SANTA MONICA, CA 90401-2420
[Ownership History](#)
[Document History](#)

Legal Owner Name TONOPAH SOLAR ENERGY LLC

Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page

Map Document #s

Description

Total Acres 79.070

Square Feet 0

Ag Acres .000

W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00
 Single-family Attached 0 Mobile Home Hookups 0 Stories .0
 Multiple-family Units 0 Wells 0 Garage Square Ft... 0
 Mobile Homes 0 Septic Tanks 0 Attached / Detached
 Total Dwelling Units 0 Buildings Sq Ft 0
 Improvement List Residence Sq Ft 0
 Improvement Sketches Basement Sq Ft 0
 Finished Basement SF 0 Basement
 Bedrooms / Baths 0 / .00

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	97,214	97,214	97,214
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	97,214	97,214	97,214

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19	55% - Renewable Energy Facilities
2017-18	55% - Renewable Energy Facilities
2016-17	55% - Renewable Energy Facilities

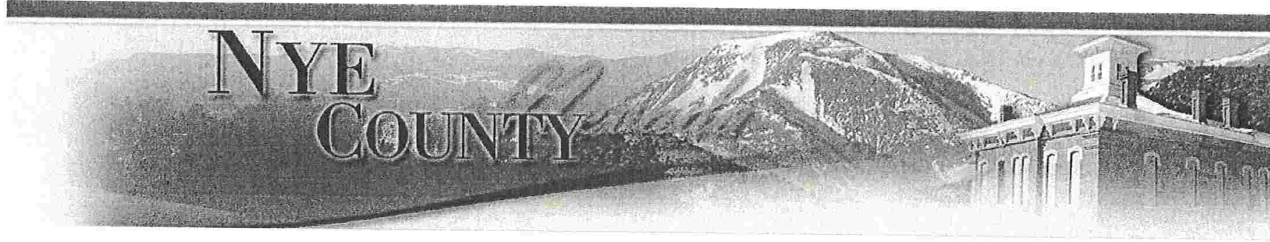
Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	277,754	277,754	277,754
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	277,754	277,754	277,754

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)


[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-131-04

Location

Property Location F#26731 P.1 80.92AC

Town

District 7.0 - TONOPAH

Subdivision Lot Block

Property Name F#26731 P.1 80.92AC

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name TONOPAH SOLAR ENERGY LLC

Mailing Address 520 BROADWAY 6TH FLR
SANTA MONICA, CA 90401-2420
[Ownership History](#)
[Document History](#)

Legal Owner Name TONOPAH SOLAR ENERGY LLC

Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page

Map Document #s

Description

Total Acres 80.920

Square Feet 0

Ag Acres .000

W/R Acres .000

Improvements

Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00

Single-family Attached 0 Mobile Home Hookups 0 Stories .0

Multiple-family Units 0 Wells 0 Garage Square Ft... 0

Mobile Homes 0 Septic Tanks 0 Attached / Detached

Total Dwelling Units 0 Buildings Sq Ft 0

[Improvement List](#) Residence Sq Ft 0

[Improvement Sketches](#) Basement Sq Ft 0

Basement Bedrooms / Baths 0 / .00

Finished Basement SF 0

Appraisal Classifications

Current Land Use Code 731 [Code Table](#)

Zoning Code(s)

Re-appraisal Group 5 Re-appraisal Year 2015
Original Construction Year Weighted Year

Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	98,702	98,702	98,702
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	98,702	98,702	98,702

Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Additional Tax Abatement

2018-19	55% - Renewable Energy Facilities
2017-18	55% - Renewable Energy Facilities
2016-17	55% - Renewable Energy Facilities

Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	282,006	282,006	282,006
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	282,006	282,006	282,006

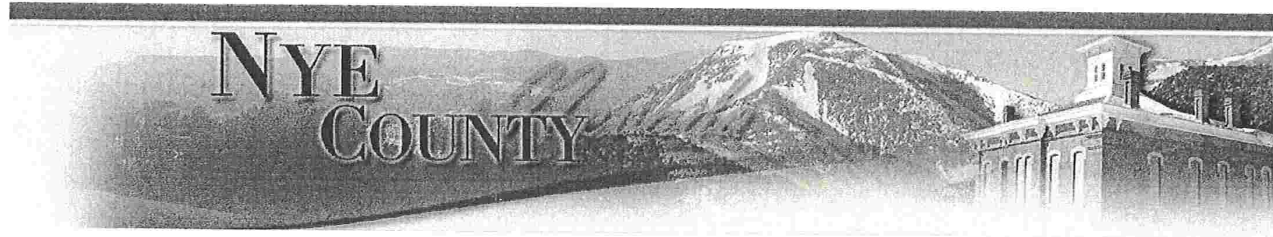
Increased (New) Values

Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

[Back to Search List](#)

EXHIBIT C

EXHIBIT C

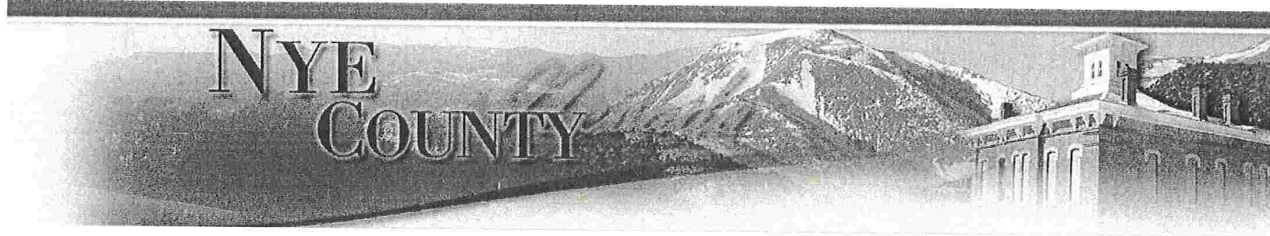


[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 612-141-01

Location		Ownership	
Property Location APN 12-141-01 & APN 12-151-01 Town Add'l Addresses District 7.0 - TONOPAH Assessor Maps Subdivision Lot Block Legal Description Property Name POSSESSORY ON 12-141-01		Assessed Owner Name TONOPAH SOLAR ENERGY LLC Mailing Address 520 BROADWAY 6TH FLR SANTA MONICA, CA 90401-2420 Ownership History Document History Legal Owner Name TONOPAH SOLAR ENERGY LLC Vesting Doc #, Date 766620 05/24/2011 Year / Book / Page Map Document #	
Description		Appraisal Classifications	
Total Acres .000 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 2 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 2 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Finished Basement SF 0 Basement Bedrooms / Baths 0 / .00		Current Land Use Code 731 Code Table Zoning Code(s) Re-appraisal Group 5 Re-appraisal Year 2015 Original Construction Year Weighted Year	
Assessed Valuation		Taxable Valuation	
Assessed Values	<u>2018-19</u> <u>2017-18</u> <u>2016-17</u>	Taxable Values	<u>2018-19</u> <u>2017-18</u> <u>2016-17</u>
Land	11,100,241 10,526,091 10,526,091	Land	31,714,974 30,074,546 30,074,546
Improvements	73,365,377 73,022,173 119,008,076	Improvements	209,615,363 208,634,780 340,023,074
Personal Property	0 0 0	Personal Property	0 0 0
Ag Land	0 0 0	Ag Land	0 0 0
Exemptions	0 0 0	Exemptions	0 0 0
Net Assessed Value	84,465,618 83,548,264 129,534,167	Net Taxable Value	241,330,337 238,709,326 370,097,620
Increased (New) Values Land 0 0 0 Improvements 0 43,968 0 Personal Property 0 0 0		Increased (New) Values Land 0 0 0 Improvements 0 125,623 0 Personal Property 0 0 0	
Additional Tax Abatement 2018-19 55% - Renewable Energy Facilities 2017-18 55% - Renewable Energy Facilities 2016-17 55% - Renewable Energy Facilities			

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[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

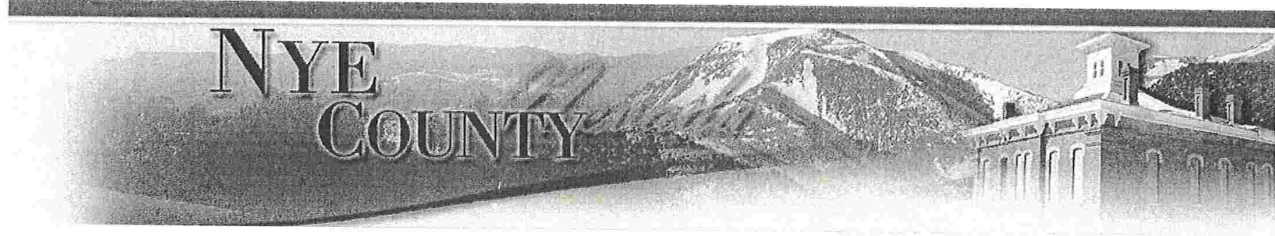
Parcel Detail for Parcel # 012-141-01

Location		Ownership																																																																																									
Property Location T5N R41E PT 20,923.24AC Town District 7.0 - TONOPAH Subdivision Lot Block Property Name T5N R41E PT 20,923.24AC		Assessed Owner Name BUREAU LAND MANAGEMENT Mailing Address TONOPAH FIELD STATION P O BOX 911 TONOPAH, NV 89049-0911 Legal Owner Name BUREAU LAND MANAGEMENT Vesting Doc #, Date Year / Book / Page Map Document #s																																																																																									
Add'l Addresses Assessor Maps Legal Description		Ownership History Document History																																																																																									
Description		Appraisal Classifications																																																																																									
Total Acres 20,923.240 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 0 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 0 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Basement Finished Basement SF 0 Bedrooms / Baths 0 / .00		Current Land Use Code 100 Code Table Zoning Code(s) Re-appraisal Group 5 Re-appraisal Year 2015 Original Construction Year Weighted Year Current Exempt Code 08 - US Public Domain																																																																																									
Assessed Valuation		Taxable Valuation																																																																																									
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[Back to Search List](#)

EXHIBIT D

EXHIBIT D


[Assessor Home](#)
[Advanced Search](#)
[Assessor Inquiry \(Back\)](#)

Real Property Inquiry

[Search for Real Property \(Land, Improvements, etc.\)](#)

Order List By:

☒ Parcel Number

☐ Owner Name

☐ Property Location

☐ District

Filters: Limit Selected Parcels to Include (Choose any number):

Parcel Number Range 01214001 -

8-digit numbers, no dashes

Partial Owner Name

Land Use Code Range -

[Code Table](#)

examples: SMITH M / ACME MARKETS

Land Use Codes

Acreage Range -

Partial Property Location

Net Assessed Value Range -

for tax year 2018-19

examples: N MAIN ST / MAPLE DR

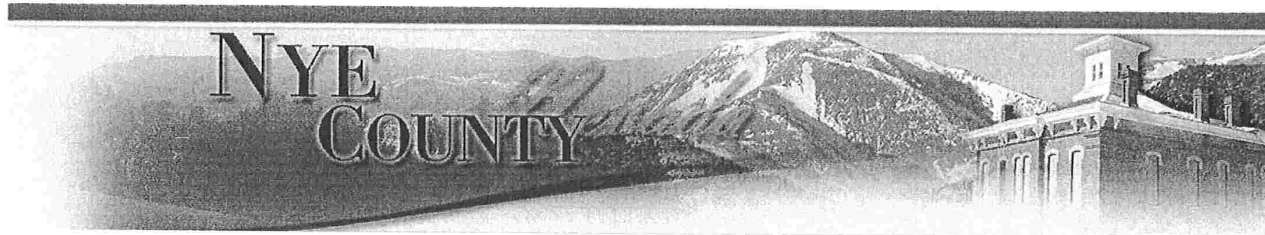
District All

Subdivision Code All

Zoning Code All

Search Results - Select for Detail

Parcel #	Owner Name	Property Location	Dist.	Land Use	Acreage	Net Assessed Value
***** No results found *****						

[Assessor Home](#)[Advanced Search](#)[Assessor Inquiry \(Back\)](#)**Real Property Inquiry**[Search for Real Property \(Land, Improvements, etc.\)](#)

Order List By:

☒ Parcel Number☐ Owner Name☐ Property Location☐ District

Filters: Limit Selected Parcels to Include (Choose any number):

Parcel Number Range 01215001 -

8-digit numbers, no dashes

Partial Owner Name

Land Use Code Range -

[Code Table](#)

examples: SMITH M / ACME MARKETS

Land Use Codes

Acreage Range -

Partial Property Location

Net Assessed Value Range -

for tax year 2018-19

examples: N MAIN ST / MAPLE DR

District All

Subdivision Code All

Zoning Code All

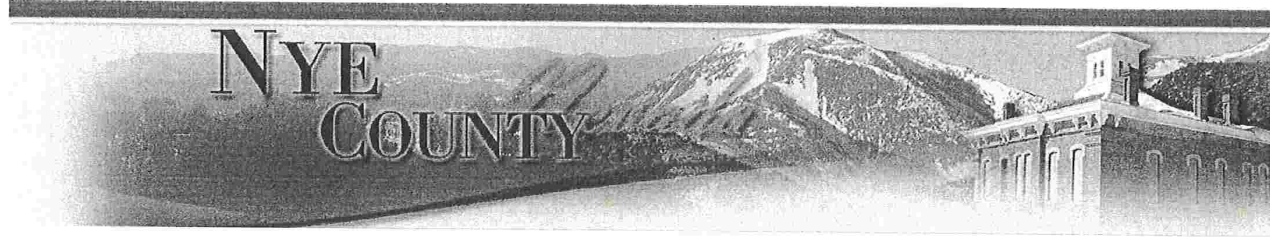
Sear

Search Results - Select for Detail

Parcel #	Owner Name	Property Location	Dist.	Land Use	Acreage	Net Assessed Value
***** No results found *****						

EXHIBIT E

EXHIBIT E



[Assessor Home](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

Parcel Detail for Parcel # 012-431-06

Location		Ownership																																																									
Property Location F#461256 L 2 3,865.90AC Town Add'l Addresses District 7.0 - TONOPAH Assessor Maps Subdivision Lot Block Legal Description Property Name (#461256 L 2 3,865.90AC)		Assessed Owner Name LIBERTY MOLY LLC Mailing Address 790 COMMERCIAL ST #B ELKO, NV 89801-3858 Ownership History Document History Legal Owner Name LIBERTY MOLY LLC Vesting Doc #, Date 719876 12/10/2008 Year / Book / Page Map Document #s																																																									
Description		Appraisal Classifications																																																									
Total Acres 3,865.900 Square Feet 0 Ag Acres .000 W/R Acres .000 Improvements Single-family Detached 0 Non-dwelling Units 0 Bedrooms / Baths 0 / .00 Single-family Attached 0 Mobile Home Hookups 0 Stories .0 Multiple-family Units 0 Wells 0 Garage Square Ft... 0 Mobile Homes 0 Septic Tanks 0 Attached / Detached Total Dwelling Units 0 Buildings Sq Ft 0 Improvement List Residence Sq Ft 0 Improvement Sketches Basement Sq Ft 0 Finished Basement SF 0 Basement Bedrooms / Baths 0 / .00		Current Land Use Code 800 Code Table Zoning Code(s) Re-appraisal Group 5 Re-appraisal Year 2015 Original Construction Year Weighted Year																																																									
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Increased (New) Values Land 0 0 0 Improvements 0 0 0 Personal Property 0 0 0		Increased (New) Values Land 0 0 0 Improvements 0 0 0 Personal Property 0 0 0																																																									

[Back to Search List](#)

EXHIBIT F

EXHIBIT F

Department of Energy

Energy Department Finalizes \$737 Million Loan Guarantee to Tonopah Solar Energy for Nevada Project

SEPTEMBER 28, 2011



Home » Energy Department Finalizes \$737 Million Loan Guarantee to Tonopah Solar Energy for Nevada Project

Washington D.C. --- U.S. Energy Secretary Steven Chu today announced the Department finalized a \$737 million loan guarantee to Tonopah Solar Energy, LLC to develop the Crescent Dunes Solar Energy Project. The solar project, sponsored by SolarReserve, LLC, is a 110 megawatt concentrating solar power tower generating facility with molten salt as the primary heat transfer and storage medium. It will be the first of its kind in the United States and the tallest molten salt tower in the world. Located 14 miles northwest of Tonopah, Nevada on land leased from the Bureau of Land Management, the company anticipates the facility will fund 600 construction jobs and 45 permanent jobs. The Crescent Dunes Solar Energy facility is expected to avoid nearly 290,000 metric tons of carbon dioxide annually and produce enough electricity to power over 43,000 homes.

"If we want to be a player in the global clean energy race, we must continue to invest in innovative technologies that enable commercial-scale deployment of clean, renewable power like solar," said Secretary Chu. "Solar generation facilities, like the Crescent

Dunes Solar Energy Project, help supply energy to local utilities and create hundreds of good, American clean energy jobs.”

The project includes 17,500 heliostats (mirror assemblies) that collect and focus the sun's thermal energy to heat molten salt flowing through an approximately 640-foot tall solar power tower. The high temperature molten salt circulates from the tower to a storage tank, where it is then used to produce steam and generate electricity. Excess thermal energy is stored in the molten salt and can be called upon at any time to create additional steady, clean, renewable power for up to ten hours, even in the evening hours and when direct sunlight isn't available. This increases grid stability and reduces the need for carbon pollution emitting generators, which currently supplement intermittent renewable generation technologies during periods of no or low solar resource. The molten salt technology was demonstrated at the Solar Two facility in conjunction with the U.S. Department of Energy's National Renewable Energy Laboratory. Power from the project will be sold to Nevada Power Company, a utility subsidiary of NV Energy, Inc.

The Department of Energy's Loan Programs Office (LPO) administers three separate programs: the Title XVII Section 1703 and Section 1705 loan guarantee programs, and the Advanced Technology Vehicle Manufacturing (ATVM) loan program. The Title XVII loan guarantee programs support the deployment of commercial technologies along with innovative technologies that avoid, reduce, or sequester greenhouse gas emissions, while the ATVM loan program supports the development of advanced vehicle technologies. To date, the Department has issued loans, loan guarantees or offered conditional commitments for loan guarantees totaling nearly \$40 billion to support more than 40 clean energy projects across the United States, including several of the world's largest solar generation facilities, three geothermal projects, the world's largest wind farm, and the nation's first new nuclear power plant in three decades. For more information, please visit <http://www.lpo.energy.gov>.

News Media Contact: 202-586-4940

EXHIBIT G

EXHIBIT G

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Colby L. Balkenbush, Esq.
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6385 South Rainbow Blvd., Suite 400
5 Las Vegas, Nevada 89118
Telephone: (702) 938-3838
6 Facsimile: (702) 938-3864

7 *Attorneys for Plaintiff*
8 *Tonopah Solar Energy, LLC*

10 **IN THE FIFTH JUDICIAL DISTRICT OF THE STATE OF NEVADA**

11 **IN AND FOR THE COUNTY OF NYE**

12 TONOPAH SOLAR ENERGY, LLC, a Delaware
13 limited liability company,

14 Plaintiff,

15 vs.

16 BRAHMA GROUP, INC.; a Nevada corporation,

17 Defendant.

Case No. CV 39348
Dept. No. 2

**AFFIDAVIT OF JUSTIN PUGH IN
SUPPORT OF TONOPAH SOLAR
ENERGY, LLC'S REPLY TO BRAHMA
GROUP, INC.'S OPPOSITION TO
TONOPAH SOLAR ENERGY, LLC'S
MOTION TO EXPUNGE BRAHMA
GROUP, INC.'S MECHANIC'S LIEN**

19
20 **AFFIDAVIT OF JUSTIN PUGH**

21 STATE OF NEVADA)

22 COUNTY OF NYE)

23 Justin Pugh., being first duly sworn, deposes and says:

24 1. I am an adult resident of Hennepin County, Minnesota, over 18 years of
25 age, and I have personal knowledge of the matters set forth herein, except as stated
26 upon belief, which matters I believe to be true.

27 2. I am a Managing Director at FTI Consulting ("FTI") in the Corporate
28 Finance and Restructuring Division.

1 3. FTI is the project manager for Tonopah Solar Energy, LLC ("TSE") on
2 the Crescent Dunes Solar Energy Project ("Project") located outside Tonopah,
3 Nevada.

4 4. I submit this affidavit in support of TSE's Reply to Brahma Group, Inc.'s
5 ("BGI") Opposition to TSE's Motion to Expunge.

6 5. TSE is the developer of the Project and oversees construction activities.

7 6. TSE received an approximately \$737 million loan guarantee from the
8 Department of Energy ("DOE") to assist with financing of the Project.

9 7. As a result, in part, of this loan guarantee, TSE was able to secure
10 significant private financing for the Project.

11 8. TSE is making payments on the Project loans with, among other things,
12 the revenue it receives from selling the power the Plant generates.

13 9. Upon information and belief, TSE would no longer be able to operate and
14 receive revenue from the Plant if BGI were permitted to maintain its mechanic's lien
15 against the Project and foreclose on that lien. This would impact TSE's ability to
16 make payments on the Project loans and increase the likelihood that the DOE would
17 ultimately be forced to cover any shortfall or default. Were BGI to foreclose, the
18 above market contract with TSE's only customer would likely be terminated. In the
19 face of this termination, it would be wholly uneconomic to operate the plant as it
20 would generate no cash flow beyond the costs of the operation of the plant. Moreover,
21 if this contract is terminated, the probability of the DOE having to cover any shortfall
22 becomes a certainty. Secondly, BGI could not foreclose and operate the plant without
23 interruption in the face of various Federal Energy Regulatory Commission approval
24 processes that vet owners and operators of power plants ahead of their owning or
25 operating those plants. Any delay in this approval, or in the process that grants the
26 approval in the first instance, would result in a cessation of the operations of the plant
27 and also have the effect of compromising the contract with TSE's only customer,
28 carrying all of the aforementioned consequences.



1 10. BGI's lien was recorded against the following assessor's parcel numbers
2 ("APN Nos.") which are owned by TSE: 012-031-04, 012-131-03, 012-131-04 and
3 12-141-01.

4 11. APN Nos. 012-031-04, 012-131-03, and 012-131-04 are approximately
5 280 acres of land that TSE owns purely for water rights. No aspect of the Project is
6 located on these parcels nor did BGI ever perform any work on these parcels.
7 Moreover, upon information and belief, these parcels are located approximately 15
8 miles away from the Project site.

9 12. TSE also owns APN No. 612-141-01 which is not land but simply a right
10 of way/easement over APN 12-141-01, a parcel owned by the BLM.

11 DATED this 31st day of July, 2018.

12
13 
14 Justin Pugh

15 SUBSCRIBED AND SWORN to before
16 me this 31st day of July, 2018.

17 
18 NOTARY PUBLIC

19
20 Yolanda LaGuerra
21 Notary Public, State of New York
22 No. 011A4977093
23 Certificate Filed in Queens County
24 Commission Expires May 16, 2019
25
26
27
28

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

SUPP
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**FIFTH JUDICIAL DISTRICT COURT
NYE COUNTY, NEVADA**

TONOPAH SOLAR ENERGY, LLC, a Delaware
limited liability company,

Plaintiff,

vs.

BRAHMA GROUP, INC., a Nevada corporation,

Defendant.

CASE NO. : CV 39348
DEPT. NO. : 2

**BRAHMA GROUP, INC.'S
SUPPLEMENT TO ITS OPPOSITION
TO TONOPAH SOLAR ENERGY,
LLC'S MOTION TO EXPUNGE
BRAHMA GROUP, INC.'S
MECHANIC'S LIEN**

BRAHMA GROUP, INC. ("Brahma"), by and through its counsel of record, Peel Brimley LLP, hereby supplements its Opposition ("Opposition") to the Motion to Expunge filed by TONOPAH SOLAR ENERGY, LLC ("TSE"), by providing (i) a copy of the Notice of Right to Lien¹ served on the United States Bureau of Land Management via Certified Mail number 7016 2140 0000 2311 4839, and (ii) a printout² from the United States Post Office website showing the tracking information for Certified Mail number 7016 2140 0000 2311 4839.

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///

///

¹ A copy of the Notice of Right to Lien is attached hereto as Exhibit A.

² The printout is attached hereto as Exhibit B.

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 3RD day of August, 2018.

PEEL BRIMLEY LLP



RICHARD L. PEEL, ESQ.

Nevada Bar No. 4359

ERIC ZIMBELMAN, ESQ.

Nevada Bar No. 9407

RONALD J. COX, ESQ.

Nevada Bar No. 12723

3333 E. Serene Avenue, Suite 200

Henderson, Nevada 89074-6571

Attorneys for Brahma Group, Inc.

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this ____ day of August, 2018, I caused the above and foregoing document, **BRAHMA GROUP, INC.'S SUPPLEMENT TO ITS OPPOSITION TO TONOPAH SOLAR ENERGY, LLC'S MOTION TO EXPUNGE BRAHMA GROUP, INC.'S MECHANIC'S LIEN** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☐ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☒ to be hand-delivered; and/or
- ☒ other electronic mail

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
Attorneys for Plaintiff Tonopah Solar Energy, LLC



An employee of **PEEL BRIMLEY, LLP**

EXHIBIT A

13-17-0037-E01
62376

NOTICE OF RIGHT TO LIEN

27020661

IN ACCORDANCE WITH NRS § 108.245

THIS IS NOT A LIEN AND THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

The name and address of any lender or reputed lender and/or assigns is:

You are hereby notified that:
(Name and address of claimant)

FCC: 7016 2140 0000 2311 1739

27020661

**NO LENDER REPORTED. PROJECT OWNER:
TONOPAH SOLAR ENERGY, LLC
C/O SOLAR RESERVE
2425 OLYMPIC BLVD, SUITE 500 EAST
SANTA MONICA, CA 90404**

**BRAHMA GROUP, INC.
1132 SOUTH 500 WEST
SALT LAKE CITY, UT 84101**

You are hereby notified that the claimant will furnish materials, of the following general description:

The name and address of the owner or reputed owner is:

WARRANTY MAINTENANCE / MECHANICAL

FCC: 7016 2140 0000 2311 4839

27020661

**UNITED STATES BUREAU OF LAND MANAGEMENT
TONOPAH FIELD STATION
PO BOX 911
TONOPAH, NV 89049-0911**

The building, structure or improvement is located at:

**CRESCENT DUNES SOLAR
APN #'S 12-151-01 AND 12-141-01
11 MILES NORTH GABBS POLE LINE RD
TONOPAH, NV**

The name and address of the original contractor is:

The name and address of the person or firm who contracted such labor, services, equipment or material is:

FCC:

27020661

N/A

**SOLAR RESERVE
2425 OLYMPIC BLVD
SUITE 500 EAST
SANTA MONICA, CA 90404**

The name and address of the subcontractor or person or firm who contracted services:

NOTICE TO PROPERTY OWNER

THIS IS NOT A NOTICE THAT THE CLAIMANT HAS NOT BEEN OR DOES NOT EXPECT TO BE PAID, BUT A NOTICE REQUIRED BY LAW THAT THE CLAIMANT MAY, AT A FUTURE DATE, RECORD A NOTICE OF LIEN AS PROVIDED BY LAW AGAINST THE PROPERTY IF THE CLAIMANT IS NOT PAID.

**SOLAR RESERVE
2425 OLYMPIC BLVD
SUITE 500 EAST
SANTA MONICA, CA 90404**

27020661

The name and address of the Sub-Subcontractor or the person designated by the Owner to receive a copy of this notice:

FCC: 7016 2140 0000 2311 2408

27020661

**NYE COUNTY BOCC
PO BOX 153
TONOPAH, NV 89049-0153**

PROOF OF SERVICE AFFIDAVIT

I J.L. KUPRATIS, declare:

That copies of this Notice were served by first class certified mail, postage prepaid on the Lender, Owner and Original Contractor at their respective addresses as shown on this document on: FEBRUARY 15, 2017.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on: FEBRUARY 15, 2017 at Brea, California.


Agent for Claimant, Notice Preparer

EXHIBIT B

Track Another Package +

Tracking Number: 70162140000023114839

Remove X

Your item was delivered at 3:17 pm on February 17, 2017 in TONOPAH, NV 89049.

Delivered

February 17, 2017 at 3:17 pm
Delivered
TONOPAH, NV 89049

Tracking History



February 17, 2017, 3:17 pm

Delivered

TONOPAH, NV 89049

Your item was delivered at 3:17 pm on February 17, 2017 in TONOPAH, NV 89049.

February 17, 2017, 8:31 am

Available for Pickup

TONOPAH, NV 89049

February 17, 2017, 7:06 am

Arrived at Unit

TONOPAH, NV 89049

February 16, 2017, 11:14 pm

Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

February 16, 2017, 1:20 pm
Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

February 15, 2017, 10:11 pm
Departed USPS Regional Facility
SANTA ANA CA DISTRIBUTION CENTER

February 15, 2017, 9:11 pm
Arrived at USPS Regional Facility
SANTA ANA CA DISTRIBUTION CENTER

Product Information



See Less 

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)