Nevada Conservation Credit System

Private Credit Phasing Agreement - Section A

The purpose of this credit phasing agreement is to outline the planned purchase or transfer of credits at different timeframes throughout the life of the debit project. This credit phasing agreement is a binding and enforceable instrument. The Debit Project Proponent and Credit System Administrator signatures on this page of this agreement indicate mutual agreement to its contents. If all credits are not purchased within the required timeframe, starting from the date of the first transaction or the date of ground being broken, whichever comes first, the Debit Project will be considered out of compliance.

# Project Information

| Debit Project Name  |  |
| --- | --- |
| County(s)  |  |  |
| WAFWA Management Zone(s) | \_\_\_\_\_\_\_\_\_\_\_ | Biological Significant Unit(s) | \_\_\_\_\_\_\_\_\_\_\_ | NDOW Population Mgmt. Unit(s) | \_\_\_\_\_\_\_\_\_\_\_ |
| Confirmed Permanent Debit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Confirmed Term Debit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Estimated Permanent Credits Needed to Offset (w/Proximity or Phasing Factor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Estimated Term Credits Needed to Offset (w/Proximity or Phasing Factor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
|  |  |
|  |

## 1.1 Signatures

The information included in this agreement and all attachments is accurate. The Project Proponent commits to purchasing all their required credits within the required timeframe. The Project Proponent commits to all terms and conditions within this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debit Project Proponent Name (Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debit Project Proponent Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Name (Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Signature

## 1.2 Contact Information

Provide contact information for the Debit Project Proponent.

| Debit Project Proponent | Credit System Administrator Contact Information |
| --- | --- |
| Business Name | Business NameSagebrush Ecosystem Technical Team |
| Debit Project Proponent Name (First and Last) | Primary Contact Name (First, Last & Title)Kelly McGowan, Project Manager |
| Mailing Address | Mailing Address201 S Roop Street, Suite 101Carson City, Nevada 89701 |
| Telephone (home, work, or cellular). | Telephone (specify home, work or cellular).(775) 684-8600 |
| Email | Emailkmcgowan@sagebrusheco.nv.gov |
| Notices | Any notices regarding this Private Credit Phasing Plan shall be directed to the Debit Project Proponent and Credit System Administrator at the contact information listed above. Contact information provided on this form must be kept up to date within sixty (60) days of a change for any party by submitting in writing updated contact information to the Credit System Administrator. |

## 1.3 Credit Phasing /Transfer Schedule

The credit phasing/transfer schedule describes a timeline of when the credits will be purchased throughout the life of the debit project. No fewer than one-third of the total debits must be purchased or transferred prior to ground being broken. All required debits must be offset no later than one-third the debit term length, at a maximum of 10 years, starting from the date of the first transaction or the date of ground being broken, whichever comes first. No more than two additional phases of credit acquisition will be allowed (Phase 2 and Phase 3), and all credits acquired must cover the entire term of the project, regardless of when they become effective.

Examples are provided below (*italics*).

|  |  |  |  |
| --- | --- | --- | --- |
| Debit Project term Length | *\_\_\_\_\_\_\_* Years |  |  |
| Release | Anticipated Purchase/Transfer Date | Credit Amount | confirmed release Date |
| Initial Credit Purchase/Transfer | *Upon signature of this plan* | *300* | *Upon signature of this plan* |
| Credit Purchase Phase 2\* | *Within five years of signature of this plan* | *315* |  |
| Credit Purchase Phase 3\* | *Within ten years of signature of this plan* | *315* |  |

\*There will be a credit phasing factor of 1.05 applied to any balance remaining after the Initial Credit Purchase/Transfer (Phase 1)

# Further Terms and Conditions

This section describes the responsibilities of the relevant parties and terms and conditions under this agreement. Any alterations of the established language below should be discussed with the Administrator.

|  |  |
| --- | --- |
| Transfer of Responsibilities | Any subsequent transfer of responsibilities under this agreement shall be requested by the Debit Project Proponent, where applicable, in writing to the Administrator. A transfer shall require written approval by the Administrator, and shall be incorporated into this agreement by amendment. The Debit Project Proponent then assumes transferred responsibilities described in this agreement, unless otherwise amended in writing by the Administrator. |
| Remedial Action & Amendments | This agreement may be amended or modified only with the written approval of the Debit Project Proponent and the Administrator.  |

Nevada Conservation Credit System

Private Credit Phasing Agreement - Section B

This section is to be completed upon the purchase or transfer of credits, with a new section added with each credit sale or transfer. The Debit Project Proponent and credit system Administrator signatures on this page of this agreement indicate mutual agreement to its contents.

# Credit Sale/Transfer Addendum I

The purpose of this section is to detail the sale of the credits. Please include any supporting documents, if needed.

## 3.1 Signatures

The information included in this form and all attachments is accurate to the best of my knowledge.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Debit Project Proponent Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Signature Date

## 3.2 Project Duration

This section outlines the duration of the project and the details of the current sale or transfer. Add rows as needed.

| Project Duration \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years |
| --- |
| Credits Purchased/ transferred to Date | Permanent Credits to be Purchased/ Transferred  | Term Credits to be Purchased/ Transferred | Date of Sale/Transfer | Credit Project(s) Used to Offset |
|  |  |  |  |  |
| Serial Numbers:  |
|  |
|  |  |  |  |

## 3.3 Phasing Adjustments

Please note any phasing adjustments since the signing of the Credit Phasing Agreement.

| Phasing Adjustments |
| --- |
| **Section** | **Change** | **Reasoning For Revisions** |
|  |  |  |
|  |  |  |