This document is scheduled to be published in the Federal Register on 2026-11-12 and available online at https://www.federalregister.gov/d/2026-23080, and on https://govinfo.gov

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[A2407-014-004-065516; #**O2509-014-004-125222.1]**

Direct Sale of Public Land for Affordable Housing Purposes in Clark County, Nevada

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of Realty Action.

SUMMARY: The Bureau of Land Management (BLM) proposes to sell a 10-acre parcel of public land located in Clark County, Nevada, under the authority of section 203 of the Federal Land Policy and Management Act of 1976, as amended (FLPMA); applicable BLM land sale regulations; and the Southern Nevada Public Land Management Act of 1998, as amended (SNPLMA). The BLM intends to conduct a direct sale of the parcel to Clark County, a political subdivision of the State of Nevada, at less than the appraised fair market value, for affordable housing purposes, consistent with the SNPLMA and applicable BLM policy.

DATES: Submit written comments regarding this direct sale until [INSERT DATE 45 DAYS AFTER DATE OF PUBLICATION IN THE *FEDERAL REGISTER*].

ADDRESSES: Mail written comments to the BLM Las Vegas Field Office, Assistant Field Manager, Division of Lands, 4701 North Torrey Pines Drive, Las Vegas, Nevada 89130.

FOR FURTHER INFORMATION CONTACT: Stephen (Brad) Gallimore, Supervisory Realty Specialist, email at BLM_NV_LVFO_LandTenureTeam@blm.gov or by telephone at (702) 515-5017. For general information about BLM affordable housing land disposals, visit: https://www.blm.gov/snplma.

Information concerning the affordable housing sale parcel—including

encumbrances of record, appraisals, reservations, procedural requirements, conditions, and documentation related to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9620(h)—as well as other environmental records, are available for public review by appointment during business hours, Monday through Friday, 8 a.m. to 4 p.m. Pacific Time, excluding federal holidays, at the BLM Las Vegas Field Office.

Individuals in the United States who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or Tele Braille) to access telecommunications relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION: Clark County has nominated this parcel of land, case file number NVNV106739419, for direct sale under applicable BLM authorities to support the development of the proposed Flamingo & Riley Affordable Housing Development. In Nevada, affordable housing land disposals are conducted pursuant to section 7(b) of the SNPLMA (Pub. L. 105-263) and in accordance with BLM Instruction Memorandum (IM) NV-2025-007, which establishes a nominal disposal price of $100 per acre for eligible nominations received during fiscal year 2025, representing a price below fair market value.

For purposes of SNPLMA, affordable housing must serve low-income families, as defined in section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704). Under this definition, “low-income families” are those whose incomes do not exceed 80 percent of the Area Median Income, as determined annually by the U.S. Department of Housing and Urban Development (HUD).

The subject public lands are legally described as:

Mount Diablo Meridian, Nevada

T. 21 S., R. 60 E.,
sec. 17, SE1/4SW1/4SE1/4.

The area described contains 10 acres, according to the official plats of the surveys of the said land on file with the BLM.

This direct sale is in conformance with the BLM Las Vegas Resource Management Plan, Record of Decision LD-1, approved on October 5, 1998. The parcel was previously analyzed in the Las Vegas Valley Disposal Boundary Environmental Impact Statement and Record of Decision, issued on December 23, 2004, and further evaluated in the Las Vegas In-Valley Area Multi-Action Analysis Environmental Assessment (DOI-BLM-NV-S010-2016-0054-EA), available at https://eplanning.blm.gov/eplanning-ui/project/60096/510.

A parcel-specific Determination of National Environmental Policy Act (NEPA) Adequacy (DOI-BLM-NV-S010-2026-0007-DNA) has been completed in connection with this Notice of Realty Action. The parcel has been reviewed and determined not to be required for any Federal purpose.

Under section 7(b) of the SNPLMA, the Secretary of the Interior—acting in consultation with the Secretary of HUD—may authorize the conveyance of BLM-administered public lands in the State of Nevada for affordable housing purposes at less than fair market value.

Pursuant to IM NV-2025-007, *Fiscal Year 2025 Price for Affordable Housing Land Disposals and Incorporation of the Memorandum of Understanding for Affordable Housing*, the BLM has established a nominal disposal price of $100 per acre for eligible affordable housing land nominations in Nevada received during fiscal year 2025 (October 1, 2024, through September 30, 2025). This reduced, non-market-based rate reflects Federal policy to lower land acquisition costs to the minimum practicable level to support affordable housing development. The total sale price for the 10-acre parcel is $1,000. Although the conveyance will proceed at the established nominal rate, a formal appraisal

will be conducted to determine the parcel's fair market value in accordance with Federal land disposal procedures.

Clark County nomination includes a comprehensive plan assessing the need for and feasibility of the proposed Flamingo & Riley Affordable Housing Development. As required under the SNPLMA section 7(b), HUD reviewed the nomination and, in a consultation letter dated September 30, 2025, confirmed that the project will dedicate 100 percent of the parcel to serve low-income families—as defined by 42 USC 120704. HUD further affirmed that both the project's location and intended use are consistent with section 7(b) of the SNPLMA and the Cranston-Gonzalez National Affordable Housing Act.

In accordance with 43 CFR 2710.0-3(a)(2), the BLM has determined that disposal of the subject parcel would serve important public objectives, including the expansion of communities and economic development, which cannot be achieved prudently or feasibly on non-public lands, and which outweigh other public objectives and values. Therefore, because the tract would be sold to a local government, the BLM is offering the parcel by direct sale to Clark County pursuant to 43 CFR 2711.3-3(a). The proposed use is further documented in the County's Disposition and Development Agreement for Flamingo & Riley Affordable Housing Development.

Under SNPLMA section 4(c), lands located within the Las Vegas Valley Disposal Boundary are withdrawn from location and entry under the mining laws and from operation under the mineral leasing and geothermal leasing laws, subject to valid existing rights, until such time as the Secretary of the Interior terminates the withdrawal or the lands are patented.

Per 43 CFR 2711.1-2(d), upon publication of this Notice in the *Federal Register*, the subject parcel will be segregated from all forms of appropriation under the public land laws, including the mining laws, except for the sale provisions of FLPMA. During the

segregation period, the BLM will not accept new land use applications affecting the parcel. However, previously filed applications may still be processed if the BLM determines they would have no adverse effect on the marketability of title or the fair market value of the parcel. The segregative effect of this notice will terminate upon issuance of a patent or other conveyance document, or after a segregation period of one year.

The subject public land will not be offered for sale to the Clark County prior to 60 days from the date of publication of this notice in the *Federal Register*. In addition, this Notice of Realty Action will be published once a week for 3 consecutive weeks in the *Las Vegas Review-Journal* newspaper.

The patent, if issued, will be subject to the following covenants, terms, and conditions:

1. *Affordable Housing*: Pursuant to section 7(b) of Southern Nevada Public Land Management Act of 1998, as amended, the term "affordable housing" as used in this sale patent, means housing that serves low-income families as defined in section 104 of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. 12704).

2. *Certificate of Occupancy:* For purposes of this sale patent, the term "Certificate of Occupancy" means a document issued by a State or local governmental entity with jurisdiction upon completion of a structure designed and permitted for immediate occupancy after completion and final approval of all permitted work, including all planned residential living units. This term does not include temporary certificates which require a final certificate to be issued upon completion of all permitted work. Certificates of Occupancy are issued by Clark County Building Official or Building Division in Clark County, Nevada.

3. *Covenant and Restriction:* Clark County is hereby bound and covenants for itself and all successors-in-interest to use the land as approved by the U.S. Department of

the Interior, the BLM in consultation with HUD, and as conveyed by this sale patent, only for affordable housing purposes. Clark County further hereby covenants and binds itself and all successors-in-interest to develop the subject parcel according to a binding development agreement, also known as a Disposition and Development Agreement, between Clark County and its co-developers that has received concurrence by the BLM in consultation with HUD. As in this patent, the agreement shall have a provision stating that in the event of any conflict between the terms of the agreement and the patent and applicable laws, the patent and applicable laws will control. This covenant will be deemed appurtenant to and to run with the land.

4. *Limited Reversion of Title:* If, at the end of 5 years from the date of this sale patent, except as provided herein, the affordable housing project described in the aforementioned development agreement between Clark County and its co-developers is not authorized for residential occupancy through a final Certificate of Occupancy then, at the option of the United States, the lands, or parts thereof, will revert to the United States, or, in the alternative, the United States may require payment by the owner to the United States of the then-current fair market value. Patentee may request in writing to have additional time under this paragraph to obtain residential occupancy through a final Certificate of Occupancy. The United States, through the BLM, shall have sole discretion to grant or deny patentee's request.

5. *Time Limit:* The United States will retain the option to revert title to the land until a final Certificate of Occupancy is issued for the applicable affordable housing project.

6. *Fair Market Value:* Clark County or then current landowner may request at any time to purchase the reserved interests of the United States at the then-current fair market value. The requestor will be responsible for paying all costs of the United States, which is under no obligation to agree to sell, to process such a request.

7. *Enforcement:* The covenant/use restriction and the limited reversionary interest may be enforced by the BLM or HUD, or their successors-in-interest, after reasonable notice, which includes an opportunity to cure any default within 90 days, to Clark County and the landowner of record. If any necessary cure has not been completed and is shown to be impossible to complete by the end of the 90 days, and diligent and substantial efforts are underway to cure such default, a request for a reasonable extension of time to complete cure of such default may be considered by the BLM or HUD.

8. *Indemnification and Hold Harmless:* By accepting this sale patent, Clark County, subject to the limitations of law and to the extent allowed by law, will be responsible for the acts or omissions of its officers, directors, and employees in connection with the use or occupancy of the patented real property. Upon transfer as described above, successors-in-interests to Clark County of the patented real property, will indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the successors-in-interest, or its employees, agents, contractors, or lessees, or any third-party, arising out of or in connection with the successor-in-interest's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the successor-in-interest, and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of Federal, State, and local laws and regulations that are now or may in the future become applicable to the real property; (2) Judgments, claims or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), as defined by Federal or

State environmental laws, off, on, into or under land, property and other interests of the United States; (5) Other activities by which solid or hazardous substances or wastes, as defined by Federal and State environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes; or (6) Natural resource damages as defined by Federal and State law. This covenant will be construed as running with the parcel of land patented or otherwise conveyed by the United States and may be enforced against successors-in-interest by the United States in a court of competent jurisdiction. No representation or warranty of any kind, express or implied, is given or will be given by the United States as to the title, the physical condition, or the past, present, or potential uses of the land proposed for sale. However, to the extent required by law, such land is subject to the requirements of section 120(h) of the Comprehensive Environmental Response Compensation and Liability Act, as amended 42 U.S.C. 9620(h).

9. Additional terms and conditions that the authorized officer deems appropriate. If patented, title to the land will be subject to the following reservations to the United States:

1. All minerals are reserved to the United States. Permittees, licensees, and lessees of the United States retain the right to prospect for, mine, and remove such leasable and saleable minerals under applicable law and any regulations prescribed by the Secretary of the Interior, together with all necessary rights of access and egress.

2. A right-of-way is reserved for ditches and canals constructed by authority of the United States under the Act of August 30, 1890 (43 U.S.C. 945).

3. A reversionary interest, as defined in the covenants, conditions, and restrictions referenced in this Notice.

In addition, title to the land will be subject to the following valid existing rights and encumbrances of record:

1. Valid existing rights, including but not limited to those documented on the BLM public land records at the time of sale;

2. A right-of-way for public roads, spandrels and bus turnouts to the Clark County, its successors and assigns, by right-of-way number N-59691, pursuant to title V of the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

3. A right-of-way for an underground natural gas pipeline and construction staging area granted to Southwest Gas Corporation, its successors and assigns, by right-of-way number N-60971, pursuant to section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C 185);

4. A right-of-way for a natural gas pipeline with below and above ground appurtenances to Southwest Gas Corporation, its successors and assigns, by right-of-way number N-88267, pursuant to section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C 185);

5. A right-of-way for geotechnical study (Soil borings) granted to Clark County, its successors and assigns, by right-of-way number NVNV106739472, pursuant to title V of the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

6. A right-of-way for Temporary Fencing granted to Clark County, its successors and assigns, by right-of-way number NVNV106745704, pursuant to title V of the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

The parcel is subject to limitations prescribed by law and regulation, and certain encumbrances in favor of third parties.

Clark County will have until 4 p.m. Pacific Time, 30 calendar days from the date of receiving the official sale offer, to submit a formal written offer to purchase the parcel. If Clark County elects to proceed, the full purchase price must be received by the BLM

Las Vegas Field Office no later than 4:00 p.m. Pacific Time 30 calendar days from receipt of the sale offer, regardless of when Clark County's formal offer to purchase is submitted. Payment must be made in U.S. dollars and submitted by certified check, postal money order, bank draft, cashier's check, or electronic funds transfer (EFT), payable to the "Department of the Interior—Bureau of Land Management." If paying by EFT, arrangements must be made with the BLM at least 14 calendar days prior to the payment deadline to ensure processing. Failure to submit a timely offer or full payment by the stated deadline will result in the sale being voided, and any funds received will be forfeited to the United States.

In accordance with 43 CFR 2711.3-1(f), the BLM may accept or reject any offer to purchase or withdraw any parcel of land or interest therein from sale within 30 days, if the BLM authorized officer determines consummation of the sale would be inconsistent with any law, or for other reasons as may be provided by applicable law or regulations. No contractual or other rights against the United States may accrue until the BLM officially accepts the offer to purchase and the full price is paid.

To the extent required by law, the parcel is subject to the requirements of section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9620(h), as amended. Accordingly, notice is hereby given that the lands have been examined, and no evidence was found to indicate that any hazardous substances have been stored for 1 year or more, nor that any hazardous substances have been disposed of or released on the subject properties.

It is the buyer's responsibility to be aware of all applicable Federal, State, and local government laws, regulations, and policies that may affect the subject land, including any required dedication of lands for public uses. It is also the buyer's responsibility to be aware of existing or prospective uses of nearby properties. When conveyed out of Federal ownership, the land will be subject to any applicable laws,

regulations, and policies of the applicable local government for proposed uses. It is the responsibility of the buyer to be aware through due diligence of those laws, regulations, and policies, and to seek any required local approvals for uses. The buyer should make itself aware of any Federal or State law or regulation that may impact the use of the property.

Public comments regarding the sale may be submitted in writing to the address in the **ADDRESSES** section. Before including your address, phone number, email address, or other personally identifiable information in your comment, you should be aware that your entire comment—including any personally identifiable information—may be made publicly available at any time. While you can ask us in your comment to withhold your personally identifiable information from public review, we cannot guarantee that we will be able to do so.

Information concerning the sale parcel, including encumbrances of record, appraisal (when available), reservations, procedures and conditions, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C 9620(h), and other environmental documents that may appear in the BLM public files for the sale parcel, are available for review.

Any comments regarding the proposed sale will be reviewed by the BLM Nevada State Director, who may sustain, vacate, or modify this realty action in response to such comments. In the absence of any adverse comments, this realty action will become the final determination of the Department of the Interior.

(Authority: 43 CFR 2711.1-2)

Bruce Sillitoe,
Field Manager
Las Vegas Field Office.
[FR Doc. 2026-23080 Filed: 11/10/2026 8:45 am; Publication Date: 11/12/2026]