Appendix B – Programmatic Agreement

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Programmatic Agreement
Among
The Bureau of Land Management,
New Mexico State Office
Arizona State Historic Preservation Officer
New Mexico State Historic Preservation Officer
Advisory Council on Historic Preservation
United States Army Corps of Engineers
Bureau of Indian Affairs, San Carlos Irrigation Project
Tohono O'odham Nation
New Mexico State Land Office
The Arizona State Museum
Arizona State Land Department and
SunZia Transmission, LLC
Regarding the
SunZia Southwest Transmission Project

1. **Whereas,** SunZia Transmission, LLC, intends to construct, operate and maintain the SunZia Southwest Transmission Project (Undertaking) according to general parameters contained in the project Plan of Development (POD), summarized in the Undertaking Description (Attachment 1) and;

2. **Whereas,** the BLM intends to issue a right-of-way grant for the construction, operation and maintenance of the SunZia Southwest Transmission Project, and the right-of-way grant will reference this PA; and

3. **Whereas,** this Programmatic Agreement (PA) and the Historic Properties Treatment Plan (HPTP) that will be developed pursuant to this PA will be incorporated into the POD; and

4. **Whereas,** the New Mexico State Office of the Bureau of Land Management (BLM) is a Signatory to this Agreement and has been designated to serve as the federal lead agency for the Project and in consultation with other parties has determined that the Undertaking will have an adverse effect upon properties included in or eligible for inclusion in the National Register of Historic Places (NRHP); and

5. **Whereas,** the BLM has consulted with the New Mexico State Historic Preservation Officer and the Arizona State Historic Preservation Officer (SHPO), pursuant to Section 800.6 of the regulations (36 CFR part 800) implementing Section 106 of the National Historic Preservation Act (NHPA) (16 USC § 470f) and they are Signatories to this Agreement; and

6. **Whereas,** the BLM has notified the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.6(a) (1)(i)(C) that the Undertaking will have adverse effects on properties listed on or eligible for listing on the NRHP (8-14-12) and the ACHP has agreed to participate to resolve adverse effects and is a Signatory to this Agreement (8-27-12); and

7. **Whereas,** the BLM is responsible for government-to-government consultation with Indian tribes and pursuant to section 101(d)(6)(B) of the NHPA, 36 CFR § 800.2(c)(2)(ii), the American Indian Religious Freedom Act (42 USC § 1996) (AIRFA), Executive Order 13175, and section 3(c) of the Native American Graves Protection and Repatriation Act (25 USC §§ 3001-13) (NAGPRA), and has formally invited the 29 Indian tribes listed below to participate in consultations regarding the potential effects of the Undertaking on properties to which they ascribe traditional religious and cultural significance; and

8. **Whereas,** the Tohono O'odham Nation, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, the Ak-Chin Indian Community, the Hopi Tribe, the Tonto Apache Tribe, the Yavapai-Apache Nation, the Pascua Yaqui Tribe, the San Carlos Apache Tribe, the Mescalero Apache Tribe, the White Mountain Apache Tribe, the Navajo Nation, the Pueblo of Acoma, the Pueblo of Laguna, the Pueblo of Isleta, the Pueblo of Jemez, the Pueblo of Santo Domingo, the Pueblo of Sandia, the Pueblo of Taos, the Pueblo of Tesuque, the Pueblo of Zuni, the Jicarilla Apache Tribe, the Comanche Indian Tribe, the Fort Sill Apache Tribe of Oklahoma, the Kiowa Tribe of Oklahoma, the Apache Tribe of Oklahoma, the Caddo Indian Tribe, the Wichita and Affiliated Tribes, and the Ysleta del Sur Pueblo, have been contacted, invited to engage in consultations and invited to be Concurring Parties to this Agreement; and

9. **Whereas,** the Pueblo of Zuni, the Hopi Tribe, the Tohono O'odham Nation, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, the Ak-Chin Indian Community, the San Carlos Apache, the Fort Sill Apache, the Mescalero Apache, the Pueblo of Isleta, and the Pueblo of Ysleta del Sur have participated in consultations for this Undertaking and the development of this PA; and

10. **Whereas,** the Tohono O'odham Nation has expressed a desire to be an Invited Signatory and attaches religious and cultural significance to historic properties located on their Traditional Use Lands that may be affected by the Undertaking and BLM has invited them to be an Invited Signatory to this Agreement; and

11. **Whereas,** the Undertaking crosses lands under the jurisdiction of the New Mexico State Land Office (NMSLO) and the Arizona State Land Department (ASLD) and the BLM has consulted with these agencies about the effects of the Undertaking on historic properties and has invited them to be Invited Signatories to this Agreement; and

12. **Whereas,** the BLM has consulted with the New Mexico Department of Transportation (NMDOT) and the Arizona Department of Transportation (ADOT), who may issue rights-of-ways to the Applicant for access to and construction of certain components of the Undertaking, has invited them to be Invited Signatories to this Agreement, and both NMDOT and ADOT have declined to sign; and

13. **Whereas,** the United States Army Corps of Engineers (USACE), will be responsible for issuing permits under Section 404 of the Clean Water Act for the Undertaking and the BLM has consulted with them about the effects of the Undertaking on historic properties and has invited them to be an Invited Signatory to this Agreement; and

14. **Whereas,** the Bureau of Indian Affairs, San Carlos Irrigation Project (BIA-SCIP), will be responsible for issuing permits for crossing canals under their control and the BLM has consulted with them about the effects of the Undertaking on historic properties and has invited them to be an Invited Signatory to this Agreement; and

15. **Whereas,** the ASLD intends to use provisions of this Agreement to address the applicable requirements of the Arizona State Historic Preservation Act (ARS § 41-861 et seq.) and the Arizona Antiquities Act (AAA) (ARS § 41-841 et seq.) on lands owned or controlled by the State of Arizona; and the NMSLO intends to use the provisions of this Agreement to address the applicable requirements of the Cultural Properties Act (§ 18-6-1 et seq. NMSA 1978), the Cultural Properties Protection Act (§ 18-6A-1 et seq. NMSA 1978); and

16. **Whereas,** the Arizona State Museum (ASM) has been invited to participate pursuant to 36 CFR § 800.6 (c)(2)(iii), as it has defined authority and responsibilities under ARS § 41-841 et seq. that apply to that portion of the Undertaking on state lands in Arizona (state, county, city and municipal lands); and defined authority and responsibilities under ARS § 41-865 that apply to that portion of the Undertaking on private lands and BLM has invited them to be an Invited Signatory to this Agreement; and

17. **Whereas,** SunZia Transmission, LLC, (Applicant) has participated in consultations and BLM has invited them to be an Invited Signatory to this Agreement; and

18. **Whereas,** El Camino Real de Tierra Adentro National Historic Trail is co-administered by the BLM and the National Park Service, National Trails Intermountain Region Office (NPS-NTIR), and the BLM has determined that the Undertaking will likely affect this Trail; and

19. **Whereas,** the BLM has provided the public opportunities to comment on the Undertaking and participate in the National Environmental Policy Act (NEPA) process through a Notice of Intent to Prepare an Environmental Impact Statement (EIS) published in the Federal Register on May 29, 2009 for the development of the EIS; held nine public scoping meetings in June and July 2009; held three additional scoping meetings in October 2009; held two additional scoping meetings in April 2010; published the Draft EIS in May 2012 and held ten public meetings in June and July of 2012. Public meeting materials included information about the NHPA and the Section 106 process and BLM considered comments received through the NEPA and NHPA processes concerning cultural resources in the development of this Agreement; and

20. **Whereas,** the following organizations and agencies have participated in consultations as Consulting Parties in accordance with 36 CFR §§ 800.2(c)(5) and 800.3(f)(1) and (3): the Arizona Archaeological Council, the New Mexico Archaeological Council, the National Trust for Historic Preservation, Archaeology Southwest, the Camino Real Trail Association (CARTA), the Cascabel Working Group, the NPS, White Sands Missile Range, the Alliance for Regional Military Support (ARMS) and Pima County, Arizona, and BLM has invited them to be Concurring Parties to this Agreement;

Now, therefore, the parties to this document agree that the SunZia Transmission Line Project shall be completed in accordance with the stipulations established in this Agreement in order to take into account the effects of the Undertaking on historic properties.

UNDERTAKING DESCRIPTION

The Undertaking encompasses the construction phase of the proposed transmission line project that takes place after the BLM right-of-way grant is issued and includes associated project facilities as well as reclamation of areas used during construction but not necessary for operation and maintenance of the facilities. The Undertaking may include surveys, geotechnical testing, engineering, mitigation planning and design, or other activities initiated prior to construction of project facilities. The potential effects to historic properties will be the most extensive and substantial during the construction phase. The Undertaking also encompasses those activities necessary to operate and maintain the transmission line over the life of the project. Operation and maintenance activities are approved in the right-of-way grant and confined to the right-of-way. Changes to approved operations and maintenance activities, including new actions outside of the approved BLM right-of-way grant, require BLM approval and may necessitate a separate Section 106 review. This PA considers the process necessary to comply with Section 106 obligations for construction and reclamation as well as operation and maintenance of the proposed transmission lines and associated facilities.

Decommissioning will take place in the future and will be considered a separate undertaking when it occurs.

See **Attachment 1** for a more detailed description of the Undertaking and **Attachment 2** for a map of the Undertaking.

DEFINITIONS USED IN THIS AGREEMENT

See **Attachment 3.**

STIPULATIONS

BLM shall ensure that the Undertaking is carried out in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties:

I. Identification, Evaluation, and Determination of Effects

A. The Areas of Potential Effect (APE) (see Attachments 2 and 3) are defined as:

1. **Direct effects:** The APE for direct effects during construction and reclamation will include all areas likely to be affected by construction and reclamation activities. This APE will be the 400- to 1,000-foot-wide permitted right-of-way corridor for two parallel 500 kV transmission lines and access roads (within corridor) plus 100 feet on either side of the corridor. This width will allow for adjustments in transmission line or access road placement to avoid when possible, natural, cultural, or modern features such as outcrops, historic properties, petroglyph sites, and structures.

a. Proposed new access routes and existing roads requiring improvement outside the transmission line right-of-way will have a 150-foot wide APE (75 feet from centerline).

b. The APE for staging areas, borrow areas, substations and other transmission infrastructure will include the footprint of the facility and a buffer of 250 feet around the footprint of the proposed activity/facility.

c. The APE for pulling/tensioning sites that fall outside the right-of-way will be the footprint of the site plus a 250-foot radius around these points.

d. Direct effects from operation and maintenance activities will be confined to the right-of-way.

2. **Indirect effects**: The APE for indirect effects shall be areas visible and within 5 miles of any project component (including conductors and access roads) or to the visual horizon, whichever is closer, or where consultation identifies a need to expand this APE in certain locations.

   a. A Geographic Information System (GIS) view shed analysis will be used to identify areas in the indirect effects APE from which the Undertaking may be visible.

   b. The indirect effects APE may extend beyond the 5-mile convention to encompass properties that have traditional religious and cultural importance, including traditional cultural properties (TCPs), or other geographically extensive historic properties such as trails, when effects have been determined to extend beyond this distance.

3. **Cumulative effects**: The APE for cumulative effects shall be the same as that for direct and indirect effects combined.

B. The Applicant shall complete a cultural resources inventory to identify historic properties that could be affected by the Undertaking. This inventory will include:

1. A Class I, Existing Data Inventory of all previously recorded cultural resources within 0.25 mile of the APEs described in I A.1, and the entire APE described in I.A.2. In performing the Class I Inventory, historical maps including 15-minute topographic maps, General Land Office maps and survey notes, and other archival sources will be reviewed for properties that are over 50 years old that may be affected by the Undertaking.

2. A Class III, Intensive Field Inventory of the direct effects APE as defined in Stipulation I.A.1, above. The Class III Inventory will be conducted with sensitivity for non-archaeological locations or other features identified as important through tribal consultation or ethnographic studies.

   a. For the direct effects APE as defined in I.A.1, all historic linear cultural resources such as canals, roads, trails, and railroads will be identified and recorded where they intersect the APE and will be fully recorded within the APE. For the indirect effects APE as defined in I.A.2, all historic linear cultural resources such as canals, roads, trails, and railroads will be identified and evaluated where the Undertaking would be visible to such linear cultural resources.

b. All previously recorded cultural resources within the direct effects APE will be re-visited with the associated records updated and revised if appropriate including NRHP eligibility recommendations and determinations. Previously recorded cultural resources and newly recorded cultural resources whose boundaries lie partially within the APE will be fully recorded, to the extent practical, regardless of surface ownership.

c. Previously recorded and newly recorded cultural resources will be referenced by permanent site numbers, Universal Transverse Mercator (UTM) coordinates and by Milepost within NMDOT and ADOT rights-of-ways.

d. An assessment of visual impacts will be conducted for historic properties within the direct and indirect effects APEs that could be considered visually sensitive and potentially affected by the Undertaking which meet the following criteria:

1) View shed analysis indicates that the Undertaking would be visible to the historic property;

2) The historic property is eligible for the NRHP under criterion "a, b, or c". Under special circumstances, historic properties eligible under criterion d only may be included (e.g., an archaeological site with standing architecture). Inclusion of historic properties eligible under criterion d only will be at the discretion of the BLM in consultation with involved land managing agencies and the SHPO.

3) Not less than 60 days prior to commencement of the visual analysis, a proposed methodology will be provided for review and comment by Consulting Parties. All comments will be considered in refining the methodology prior to implementation.

C. The Applicant shall prepare a comprehensive Inventory Report incorporating findings from the existing Class I/II Data Inventory and the Class III, Intensive Field Inventory for each state. This comprehensive Inventory shall include NRHP eligibility recommendations and assessments of direct, indirect, and cumulative effects within the APE of the Undertaking as described in I.A above.

D. The Applicant shall submit the draft Inventory Reports for each state to the BLM. The BLM will provide the reports to the appropriate land managers, the ASM, and concerned tribes within each state for review, concurrent with BLM review. Written comments will be provided to the BLM within 60 calendar days regarding:

1. The adequacy of the identification effort;
2. The NRHP eligibility of the cultural resources identified;
3. The assessment of effects of the Undertaking on the historic properties identified, and
4. Whether there are any properties of traditional cultural or religious importance to tribes and ethnic groups that were not identified in the inventory and that may be affected by the Undertaking.

The BLM shall ensure that comments received within 60 calendar days are considered in development of the revised Inventory Reports. The BLM will submit the revised

Inventory Reports to the appropriate SHPO, tribes, and Consulting Parties for a 60-calendar-day review and will request SHPO concurrence on determinations of NRHP eligibility and BLM's assessments of effects to each historic property identified. In New Mexico, one appendix to the Inventory Report shall include a data compendium with copies of the appropriate New Mexico Cultural Resource Information System (NMCRIS) and archaeological site and historic structures inventory forms.

E. The Inventory Report will accomplish and provide the following:

1. Completion of the Identification of Historic Properties (except properties found during possible future Variances and Discoveries).
2. Determinations of Eligibility (except undetermined cultural resources and properties found during possible future Variances and Discoveries).
3. Determinations of effects to historic properties by the Undertaking (except undetermined cultural resources and properties found during possible future Variances and Discoveries).
4. Recommendations for treatment measures to be applied to historic properties affected by the Undertaking (except undetermined cultural resources and properties found during possible future Variances and Discoveries).

F. As part of its identification efforts, the BLM has consulted with Indian tribes whose aboriginal territories included portions of the Undertaking area or who have previously expressed interest in undertakings within the APE. The BLM shall continue to consult with Indian tribes regarding properties of traditional religious and cultural importance to them that might be affected by the Undertaking and shall provide opportunities for review and comment on draft and final versions of the Inventory Report. The consultation process will remain open for any tribe that expresses a desire to participate.

G. When making determinations of NRHP eligibility, the BLM will consider historic sites, districts, buildings, structures and objects that are significant and meet the integrity criteria. For properties that have traditional cultural values, the BLM shall take into consideration values expressed by the consulted tribes. The BLM shall make NRHP eligibility determinations, and provide copies to appropriate Consulting Parties to provide comment, taking into consideration all comments received from the Consulting Parties. If the SHPO, the land managing agency or any tribe disagrees with the BLM's determinations of eligibility, the BLM shall consult with the SHPO, the land managing agency, and/or tribe to resolve the objection. If a resolution cannot be agreed upon, the BLM shall forward the required documentation to the Keeper of the National Register for final determinations. The BLM shall ensure that the Applicant prepares a revised Inventory Report incorporating BLM's eligibility determinations, or the Keeper's determination, if requested.

H. Any cultural resources for which eligibility cannot be determined during the inventory phase of the Undertaking shall be identified in the Historic Properties Treatment Plan (HPTP). Additional studies such as testing, research and oral histories will be completed for all such resources that will be affected by the Undertaking to enable the BLM, the land manager, and the SHPO to make an eligibility determination. The BLM's eligibility determinations for such resources will be submitted to the respective SHPO and land

manager with a Summary report describing the results of the additional studies and a request for concurrence on the determination of eligibility. The SHPO will review these determinations of eligibility and respond to the BLM within 30 calendar days. If the SHPO does not respond to the BLM within 30 calendar days, the BLM will assume concurrence with the determination(s) of NRHP eligibility.

II. Avoiding and Minimizing the Adverse Effects of the Undertaking on Historic Properties

A. The BLM shall, if possible, avoid adverse effects to all types of historic properties, with input from Consulting Parties.

1. Avoidance measures for cultural resources may include (but are not limited to) realignment of the transmission line, fencing of sites during construction, monitoring of construction near site areas, or placing towers, maintenance roads and ancillary facilities outside of site boundaries.

2. The BLM shall develop avoidance measures for any properties of traditional religious and cultural importance in consultation with the SHPO and affected tribes or Native American groups who ascribe traditional religious and cultural importance to the properties.

3. The BLM shall identify measures to avoid adverse effects from operation and maintenance activities to those historic properties remaining within the right-of-way, and shall incorporate these measures in the HPTP in accordance with Stipulation III.A.

B. Where avoidance is not possible, the BLM shall minimize or mitigate adverse effects to historic properties, if possible, with input from Consulting Parties.

C. If any Indian tribes or other Native American groups have expressed concerns about effects on properties to which they ascribe traditional religious and cultural importance, BLM shall consult with them and the appropriate SHPO about possible measures to resolve the adverse effects and ensure that those measures are properly considered in the development of the HPTP.

D. For state and private land in New Mexico, if the adverse effect is to a property listed in the State Register of Cultural Properties or NRHP, and the property is on land owned, controlled or operated by a state agency or political subdivision of the state, the agency or political subdivision shall determine whether NMSA 1978 § 18-8-7 of the Prehistoric and Historic Preservation Act, NMSA 1978 applies. The agency or political subdivision should contact the New Mexico SHPO for assistance in making this determination and satisfying the requirements of 4.10.12 New Mexico Administrative Code (NMAC).

III. Resolution of Adverse Effects: Development of the HPTP

A. The BLM shall ensure that the Applicant prepares an HPTP for each state that will address the effects of the proposed Undertaking on historic properties during the Undertaking, including traditional cultural properties (TCPs) as discussed in National Register Bulletin No. 38. The HPTP shall address potential direct, indirect and cumulative effects from construction and reclamation as well as from operation and maintenance of the proposed transmission lines and associated facilities. The HPTP will be incorporated into the POD as an appendix and will:

1. Identify the nature of the effects to historic properties and describe the strategies proposed to avoid, minimize, or mitigate those effects.
2. Identify cultural resources that will be affected by the Undertaking for which NRHP eligibility determinations could not be made, and will specify the strategy for determining eligibility. It will further specify the strategy that will be used in the event that these cultural resources are determined to be eligible as a result of the testing/study phase. Stipulations I.G and I.H will be followed for determining eligibility.
3. Be consistent with the Secretary of the Interior's Standards and Guidelines (48 CFR 44716-44742); the ACHP's handbook, Section 106 Archaeology Guidance (http://www.achp.gov/archguide); the rules implementing the AAA and 36 CFR§ 800.13, Post-Review Discoveries, and in so doing will incorporate provisions for monitoring and inadvertent discoveries.
4. At a minimum, the HPTP will specify and include:
    a. The historic properties to be affected by the Undertaking and the nature of those effects.
    b. The historic properties to be avoided and applicable avoidance measures, pursuant to Stipulation II.
    c. The historic properties where harm will be minimized and applicable measures to minimize harm.
    d. The properties at which adverse effects will be mitigated through scientific data recovery or other means.
    e. For archaeological resources, research questions and goals that are applicable to the Undertaking area and which can be addressed through data recovery and archival studies, along with an explanation of their relevance and importance. These research questions and goals will incorporate the concept of historic contexts as defined in National Register Bulletin 16.
    f. Fieldwork and analytical methods and strategies applicable to the Undertaking area, along with an explanation of their relevance to the research questions when dealing with archaeological resources. Treatment methods will be developed for each class of property identified in the Inventory report and may include excavation, scientific studies outside of the right-of-way, archival research, off-site interpretation, remote sensing, ethnographic studies, and oral history, as appropriate.
    g. The level of effort to be expended on the treatment of each property. For archaeological resources this will include methods of sampling, i.e., sample size, and rationale for specific sample unit selection.
    h. Data management and dissemination methodologies, including a proposed schedule of reports.
    i. A Monitoring and Discovery Plan which will be a standalone appendix to the HPTP. It will contain:

1) A monitoring plan to be used during construction and reclamation.

2) A discovery plan consistent with Stipulation VI to be used during the entire Undertaking.

3) If appropriate, a monitoring plan to be used for operations and maintenance monitoring in accordance with Stipulation III.E. This plan will be developed in consultation with the Consulting Parties and will be added after treatment activities are concluded. Any reports resulting from post-construction monitoring will be submitted to the Consulting Parties in accordance with Stipulation X.A.3.

4) All monitoring shall have clearly stated objectives and methodologies for achieving those objectives, such as to ensure impact avoidance or minimization during construction and reclamation; to measure the effectiveness of avoidance, minimization and mitigation measures; to assess the effects of operations and maintenance activities, or to provide baseline information to help define treatments for historic properties with long-term concerns.

j. A Project Termination Plan with provisions for the following programs to be implemented in the event that the Undertaking is terminated for any reason:

1) A program outlining the steps to be taken in order to complete any data recovery or other treatment measures that are in progress at the time of project termination; and

2) A component outlining how analysis, interpretation, reporting, and curation for all historic properties will be completed.

k. A NAGPRA (of 1990 (25 USC § 3002) Plan of Action (POA) which includes methods and procedures for the discovery and/or treatment of human remains, associated funerary objects, and sacred objects that reflect any concerns and/or conditions identified as a result of consultations between the BLM and the appropriate Tribes. This POA will be consistent with 36 CFR § 800.13, NAGPRA and:

1) In Arizona on non-federal land, methods and procedures will be consistent with ARS § 41-844 and ARS § 41-865 and their implementing rules.

2) In Arizona, the Applicant, working through the ASM, shall obtain "burial agreements" with Indian tribes pursuant to ARS § 41-844 and ARS § 41-865, that govern discoveries of human remains and funerary objects on state and private lands. The ASM shall invite tribes expressing interest in the Undertaking to participate in development of burial agreements. The ASM shall provide participating tribes, the Applicant and the BLM with a draft of the burial agreement for a 30-calendar-day review.

3) In New Mexico on non-federal land, the methods and procedures will be consistent with the Cultural Properties Act NMSA 1978, § 18-6-11.2 and 4.10.11 NMAC.

l. A strategy for cultural resource law and sensitivity training for all Undertaking personnel (including new, added, and replaced personnel) and contractors involved in transmission line construction, construction zone rehabilitation, operation and maintenance of this transmission line. Instruction will be to a degree commensurate with their involvement in the Undertaking and will include information on the statutes protecting cultural resources, resource sensitivity, and requirements to avoid damage to historic properties and to report discoveries of cultural resources in accordance with the monitoring and discovery plan. Indian tribes will be provided opportunities to participate in the training program, which could be offered by a variety of means including training sessions, video programs, or printed materials.

m. A strategy for a public outreach program to disseminate information about the results of the cultural resource work to the general public. This program may include the following: a short report written specifically for the public, a brochure, exhibits for use at public outreach venues such as archaeology awareness fairs, slide or PowerPoint presentation, presentations to local historical and archaeological societies, website and/or social media content or a traveling museum exhibit.

n. A variance review process to be used during operation and maintenance to address any changes in procedure that could have an adverse effect on historic properties in the right-of-way.

o. A list of operation and maintenance activities that will not require additional Section 106 review.

p. A list of operation and maintenance activities that will require additional Section 106 review.

B. Process for Developing the Historic Property Treatment Plan

1. The Applicant shall submit the draft HPTP to the BLM for initial review and comments. The BLM shall provide the SHPO and other Consulting Parties within each state a copy for review, requesting comments on the adequacy of the proposed treatment measures. These parties will have 45 calendar days to review and comment on the plan. If no comments are submitted to the BLM within the 45-calendar-day review period, concurrence with the draft HPTP will be assumed.

   a. During this review time, the ASM shall invite tribes expressing interest in the Undertaking to participate in development of Burial Agreements. The ASM shall provide participating tribes with a draft of the Burial Agreement for a 30-calendar-day review.

   b. The BLM will convene at least one consultation meeting in each state with all interested Consulting Parties during the 45-day period.

2. The BLM shall consolidate the comments from Consulting Parties in each state and advise the Applicant of necessary revisions to the draft HPTP. The BLM shall ensure that all comments are taken into consideration in finalizing the HPTP and that the revised HPTP is distributed to all Consulting Parties for a 21-calendar-day review period. The BLM, in consultation with the SHPO, shall approve the final HPTP. The

BLM will notify the Applicant and the Consulting Parties when the final HPTP has been approved.

C. The BLM shall ensure that all measures in the HPTP are carried out, including data recovery, analyses of recovered materials, other treatment measures, and all reporting requirements. The Applicant shall provide the BLM a Summary Report of treatment completed at each site. The Summary Report will include a brief characterization of site assemblage/contents, the types of analyses yet to be completed, and a brief description of how the provisions of the HPTP were implemented.

D. The BLM shall review the Summary Report of treatment that has occurred at each site and provide a copy to the appropriate SHPO and all other Consulting Parties for review, requesting comments and concurrence with eligibility determinations for previously undetermined cultural resources and Discoveries, within 15 calendar days. The BLM shall consider comments submitted during the review period and shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements. If no comments are received within the 15-calendar-day review period, concurrence with the adequacy of the treatment described in the preliminary summary will be assumed.

E. The BLM shall ensure that the Applicant prepares draft Treatment Reports for each state that incorporate the results of all the site-specific preliminary summaries into a comprehensive regional overview that can be addressed separately to each state. The Final Treatment Reports will also include:

1. Post-treatment eligibility recommendations for historic properties that have been subjected to treatment measures.
2. A listing of historic properties for which post-construction monitoring would be appropriate, and the reasons for this (i.e., proximity to Undertaking components with the potential for damage from operations and maintenance, percentage of property remaining in right-of-way, sensitivity of the property, a property identified as being of particular importance to a tribe(s), etc.).
3. The objectives that monitoring could achieve as part of the effort to avoid, minimize and/or mitigate adverse effects to those properties.

F. The BLM shall review the draft Treatment Reports and provide a copy to the appropriate SHPO and other Consulting Parties for a 60-calendar-day review and comment period. The BLM shall consider comments received during the review period and shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements. If no comments are received within 60 calendar days, concurrence with the adequacy of the Treatment Report will be inferred.

G. The BLM shall ensure that the Applicant prepares a revised Treatment Report that considers comments received on the draft Treatment Report. The BLM shall review the revised Treatment Report and provide copies to the appropriate SHPO and other Consulting Parties for a 30-calendar-day review period. The BLM shall consider comments submitted during the review period and shall consult with the appropriate reviewer(s) to resolve differences and/or disagreements. If no comments are received within 30 calendar days, concurrence with the adequacy of the revised Treatment Report will be assumed and the revised Treatment Report shall be considered the final Treatment

Report. The BLM shall notify the Applicant when the final Treatment Report has been accepted and will distribute it to the Consulting Parties, if necessary.

H. During the Treatment phase, if deviations to the approved plan are warranted, then prior to implementation, proposed deviations from the HPTP will be submitted to the BLM for review. The BLM shall provide copies of the proposed deviation to the appropriate SHPO, the tribes, the ASM and land manager(s) within the respective state for a 15-calendar-day review. The BLM shall consider comments received within the review period and shall determine the adequacy of the proposed deviation. The BLM will notify the Applicant when the deviation has been approved.

IV. Construction Variance Review Process

A. All construction needs cannot be anticipated in advance and areas required for additional work space, access roads, ancillary facilities, reroutes, etc. may be identified at any time following the acceptance of the Inventory Report(s) by the appropriate SHPO and land managing agencies. Any newly identified construction needs which would result in ground disturbing activities outside of the surveyed areas identified in the Inventory Report will result in the submission of a request for variance review to the BLM.

1. The APEs of all variance areas will be consistent with those defined in Stipulation I.A.

2. All variance areas will be subject to a Class I Existing Data Inventory review, and a Class III Intensive Field Inventory.

3. If the proposed variance will affect more than 10 acres of land or more than 1 mile of road, the BLM will provide the Consulting Parties with a description and map of the variance.

B. The following process for review and approval of construction Variances will be used.

1. If no cultural resources or properties of traditional cultural or religious importance to tribes are present within the variance APE, the results of the Class I and Class III inventories will be reported on BLM Form AZ-8110-4 Cultural Resource Project Record (for Arizona) or the New Mexico Cultural Resource Information System (NMCRIS) Investigation Abstract Form (NIAF) (for New Mexico) prior to any access or use. The BLM will provide an expedited review of the variance request, not to exceed 2 working days following receipt, and will provide the Applicant's Cultural Resources Contractor (CRC) with written approval/disapproval of the variance via electronic mail.

2. If cultural resources or properties of traditional cultural or religious importance to tribes are present within the variance APE, an inventory report, as defined in Stipulation I.C, above, will be prepared and submitted to BLM and the appropriate SHPO, tribes, and land manager for review. Understanding that variance requests may be necessary in the midst of construction activities, the agencies and tribes will provide an expedited review within 5 working days or less. If no objections to the variance are received, at the end of the 5-day period, BLM shall provide the Applicant's CRC with written approval of the variance via electronic mail. If objections are received, additional consultation regarding the variance will ensue in accordance with the provisions of this Agreement.

a. If historic properties exist in the variance APE and cannot be avoided, a Treatment Plan for those properties will be developed and shall be consistent with the HPTP developed pursuant to Stipulation III of this Agreement.

b. Review procedures shall follow Stipulation III.D.

c. The supplemental Treatment Plan shall be incorporated into the HPTP and a preliminary Summary Report will be prepared and distributed in accordance with Stipulation III.D.

d. The BLM shall ensure that the results of such treatment efforts are reported in the final Treatment Report for the Undertaking.

e. Once the BLM determines that the approved treatment has been completed, the BLM shall provide the Applicant's CRC with written approval of the variance via electronic mail.

V. Authorization of Construction

Requests for authorizations of construction will be approved only if such authorizations will not restrict subsequent measures to avoid, minimize or mitigate the adverse effects to historic properties through rerouting of the corridor, or placement of ancillary facilities.

A. **No Historic Properties Present**: Upon the BLM's acceptance of the final Inventory Report for each state, described in Stipulation I, the BLM, at its discretion, and pending compliance with all other applicable laws and regulations, may authorize the Applicant to begin construction on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and right-of-way requirements, where there are no historic properties present.

B. **No Adverse Effect**: Upon the BLM's acceptance of the final HPTP for each state, the BLM, at its discretion, and pending compliance with all other applicable laws and regulations, may authorize the Applicant to begin construction on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and right-of-way requirements, where all effects to historic properties and unevaluated cultural resources will be avoided (as described in the approved HPTP) subject to the appropriate jurisdiction's right-of-entry and right-of-way requirements.

C. **Adverse Effect**: Following acceptance of the Summary Report of treatment that has occurred at each site described in Stipulation III.D, the BLM, at its discretion, and pending compliance with all other applicable laws and regulations, may authorize the Applicant to begin construction on lands under any ownership or jurisdiction where provisions of the HPTP have been implemented, subject to the appropriate jurisdiction's right-of-entry and right-of-way requirements.

VI. Discoveries during the Undertaking

A. If potential historic properties are discovered, or unanticipated effects occur to known historic properties, the BLM will implement the Monitoring and Discovery Plan. This plan will be included as a standalone appendix to the HPTP (see Stipulation III.A.4.i) and will incorporate the following:

1. The Applicant shall ensure that all surface-disturbing activities within 100 feet of the discovery immediately cease and that measures are taken to protect the cultural resources. The Applicant shall notify the BLM of the discovery within 24 hours. The BLM shall immediately notify the appropriate SHPO, tribe(s) and any other agency having jurisdiction over the land involved.
2. If the discovered cultural resource is subsequently identified by an Indian tribe as a property of traditional religious and cultural importance, the BLM shall consult with the appropriate tribe(s).
3. In Arizona on non-federal lands, the BLM shall ensure that the Discoveries are treated according to ARS § 41-841 et seq. and 41-865.
4. In New Mexico on non-federal land, the BLM shall ensure that Discoveries follow the process in 4.10.8.20 NMAC.

B. Treatment of the discovered cultural resources shall be consistent with the HPTP developed pursuant to Stipulation III of this Agreement and shall consider NRHP eligibility of the resource in accordance with 36 CFR § 800.13(c), which assumes eligibility.

1. A preliminary Summary Report with eligibility recommendations(s) will be prepared and distributed in accordance with Stipulation III.D. The BLM shall ensure that the results of such treatment efforts are reported in the final Treatment Report for the Undertaking.
2. Once the BLM determines that the approved treatment has been completed, the Applicant may resume construction upon receiving written authorization from the BLM.

C. If human remains, funerary objects, or objects of cultural patrimony are discovered, BLM will follow the provisions of applicable federal, state and local laws, Burial Agreements (in Arizona) and the NAGPRA POA for the Undertaking, which will be included as an appendix to the HPTP.

1. In Arizona, the Applicant shall promptly report the discovery of human remains to the BLM, who shall notify the ASM Repatriation Coordinator pursuant to ARS § 41-844 (state lands), and pursuant to ARS § 41-865 (private lands).
2. In New Mexico, the Applicant shall report the discovery of human remains to the BLM and local law enforcement and treat such discoveries of human remains on non-federal lands consistent with § 18-6-11.2 of the Cultural Properties Act NMSA, 1978 and 4.10.11 NMAC.
3. Once the BLM has verified that the requirements of NAGPRA or of state laws governing nonfederal and nontribal lands have been met, the BLM may authorize the Applicant to proceed with construction.

VII. Standards for Conducting and Reporting Work

A. The BLM shall ensure that all work and reporting performed under this Agreement meets, at a minimum, the *Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation* (48 CFR 44716-44742, September 23, 1983)

(the Secretary's Standards) and takes into consideration the ACHP's handbook, Section 106 Archaeology Guidance (http://www.achp.gov/archguide), *Procedures For Performing Cultural Resource Fieldwork On Public Lands in the Area of New Mexico State BLM Responsibilities* BLM Manual Supplement H-8100-1 and *Guidelines for Identifying Cultural Resources* BLM Manual H-8110 and Guidelines for Evaluating and Documenting Traditional Cultural Properties, National Register *Bulletin 38*, 1989.

1. In Arizona, on state land, including municipalities, counties and other political subdivisions, all activities and documentation shall be consistent with A.R.S § 41-841 *et seq.* and the Arizona State Historic Preservation Act ARS § 41-861 *et seq.* along with rules for implementing the AAA and AZ SHPO guidance on implementing the Arizona State Historic Preservation Act, and. shall conform to specifications and guidelines contained in *Guidelines for State Historic Preservation Act*, available online at: http://azstateparks.com/SHPO/review.html

   Additionally, *AZ SHPO Standards for Documents Submitted for SHPO Review in Compliance with Historic Preservation Laws* (Revised December 2012) shall guide reports for all work done in Arizona, available online at:

   http://azstateparks.com/SHPO/downloads/SHPO_Guidelines_SHPA.pdf

2. In New Mexico, on state land, including municipalities, counties and other political subdivisions, all activities and documentation shall be consistent with the standards in Title 4, Chapter 10 of the New Mexico Administrative Code (NMAC). All activities and documentation on state land shall be consistent with the appropriate state standards found in rules 4.10.8 NMAC, Permits to Conduct Archaeological Investigations on State Land; 4.10.15 NMAC, Standards for Survey and Inventory; 4.10.16 NMAC, Standards for Excavation and Test Excavation; and 4.10.17 NMAC, Standards for Monitoring. The rules are available online at:

   http://www.nmcpr.state.nm.us/nmac/parts/title04/04.010.0008.htm

   http://www.nmcpr.state.nm.us/nmac/parts/title04/04.010.0015.htm

   http://www.nmcpr.state.nm.us/nmac/parts/title04/04.010.0016.htm

   http://www.nmcpr.state.nm.us/nmac/parts/title04/04.010.0017.htm

B. In Arizona, the Applicant shall ensure that its CRC obtains an AAA project-specific permit from the ASM prior to excavating sites on state lands pursuant to ARS § 41-841 et seq.

C. In New Mexico, the Applicant shall ensure that its CRC obtains a Project-specific excavation permit or other appropriate permit from the Cultural Properties Review Committee prior to excavating sites on state lands owned, operated or controlled by the State of New Mexico pursuant to § 18-6-5 of the Cultural Properties Act NMSA 1978. For NMSLO lands the Applicant shall obtain the appropriate rights-of-entry from the NMSLO concurrently with the permit application. The Applicant shall ensure that its

CRC obtains a permit prior to excavating unmarked human burials on state or private land pursuant § 18-6-11.2 of the Cultural Properties Act NMSA 1978 or conducting mechanical excavation of archaeological sites on private land in the State of New Mexico pursuant to § 18-6-11 of the Cultural Properties Act NMSA 1978.

VIII. Confidentiality of Records

A. BLM will maintain confidentiality of sensitive information regarding historic properties to which a tribe attaches religious or cultural significance to the maximum extent allowed by federal and state law. However, any documents or records the BLM has in its possession are subject to the Freedom of Information Act (FOIA) (5 USC § 552 et seq.) and its exemptions, as applicable. In the event that a FOIA request is received for records or documents that relate to a historic property to which an Indian tribe attaches religious or cultural significance and that contain information that BLM is authorized to withhold from disclosure by other statutes including the NHPA and the Archaeological Resources Protection Act, then, the BLM will consult with such tribe prior to making a determination in response to such a FOIA request not to withhold particular records and/or documents from disclosure.

IX. Curation

A. The Applicant shall arrange curation agreements with repositories approved by the BLM. The BLM shall ensure that all artifacts and records resulting from the inventory and treatment program are curated in accordance with 36 CFR Part 79, except as determined through consultations with Indian tribes carried out in accordance with federal and state laws pertaining to the treatment and disposition of Native American human remains and funerary objects.

1. All artifacts recovered from lands owned, controlled or operated by the State of New Mexico, including associated records and documentation, shall be curated at the Museum of New Mexico, Museum of Indian Arts and Culture.

2. All artifacts recovered from lands owned, controlled or operated by the State of Arizona, including associated records and documentation, shall be curated at the Arizona State Museum and in accordance with the standards and guidelines required by ASM.

X. Undertaking Monitoring, Annual Reporting and Evaluation

A. The BLM will be responsible for monitoring activities associated with this Undertaking on all jurisdictions during construction and reclamation.

1. The BLM will select a 10 percent sample of cultural resources found during the inventory and conduct field inspections while accompanied by the CRC to provide input regarding NRHP eligibility and possible future treatment options.

2. The BLM will select a 10 percent sample of historic properties identified for mitigation of adverse effects, and conduct field inspections at those historic properties to ensure adequate implementation of the HPTP for those historic properties.

3. The lead BLM office shall prepare an annual letter report of cultural resources activities pertaining to this Undertaking for all Consulting Parties by December 31 for the duration of this PA. The annual letter report will include an update on project

schedule, status, and any ongoing relevant cultural resources monitoring or mitigation activities, discovery situations, or outstanding tasks to be completed under this Agreement or the HPTP. The implementation and operation of this PA shall be evaluated on an annual basis by the Consulting Parties. This evaluation, to be conducted after the receipt of the BLM letter report, may include in-person meetings or conference calls among these parties, and suggestions for possible modifications or amendments to this Agreement.

4. The BLM shall monitor activities pursuant to this Agreement. Terms and conditions of monitoring activities are described in the Monitoring and Discovery Plan (Stipulation III.A.4.i). Should the Applicant or its CRC fail to comply with any provision of this Agreement, the BLM may, at its discretion, counsel the Applicant and/or its CRC regarding performance requirements, or suspend the permit under which this Agreement is executed. Such suspension would result in the issuance of a "stop work" order for the entire Project.

5. The BLM will remain responsible to inspect for compliance with the terms and conditions of the BLM right-of-way grant pertaining to historic properties for the life of the grant, and will ensure that the appropriate BLM cultural resources specialist participates in these compliance reviews.

XI. Operation and Maintenance of the Transmission Line and Facilities

A. After construction of the transmission lines, the Applicant (right-of-way grant holder) will be required to follow all of the terms, conditions and stipulations concerning the operation, maintenance and decommissioning of the lines which are included in the Plan of Development (POD) and the right-of-way grants. These terms, conditions and stipulations will include any provisions identified in the HPTP that resolve potential adverse effects to historic properties identified within the right-of-way.

   1. The BLM will be responsible for ensuring that the stipulations in the BLM right-of-way grant are enforced.

   2. The ASLD will be responsible for ensuring that the stipulations in their right-of-way grant are enforced on ASLD administered lands.

   3. The NMSLO will be responsible for ensuring that the stipulations in their right-of-way grant are enforced on NMSLO administered lands.

B. Post-construction evaluation and management of historic properties: see Stipulation III.E.1–III.E.3.

C. Should any variance be necessary during operations and maintenance, the variance procedure in the HPTP will be followed and a BLM cultural resource specialist will review the action and make recommendations regarding potential effects and appropriate actions to avoid, minimize, or mitigate any adverse impacts (e.g., using hand tools if mechanical vegetation treatments are proposed in sensitive areas).

XII. Decommissioning

Should decommissioning of the transmission line and associated facilities be deemed necessary, the right-of-way grant shall stipulate and the BLM shall ensure that it will be considered a new action for Section 106 review, and that historic properties potentially

affected by decommissioning will be considered in the BLM approved Termination and Reclamation Plan in accordance with the pertinent laws, regulations, and policies extant at the time.

XIII. Dispute Resolution

A. Should any Consulting Party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, the BLM shall consult with such party to resolve the objection. If the BLM determines that such objection cannot be resolved, BLM will:

1. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP shall provide BLM with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Consulting Parties, and provide them with a copy of this written response. BLM will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-day period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the Consulting Parties to the PA, and provide them and the ACHP with a copy of such written response.

3. The BLM will be responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.

XIV. Amendments and Termination

A. Any Signatory or Invited Signatory to this Agreement may request that it be amended by informing BLM in writing of the reason for the request and the proposed amendment language, whereupon BLM shall inform the other parties and request their views concerning the proposed amendment. The amended PA shall take effect upon final signature by the ACHP.

B. Pursuant to 36 CFR § 800.6(c)(8), if any Signatory or Invited Signatory to this Agreement determines that the terms of the Agreement cannot be or are not being carried out, then such party must provide written notice to the BLM and the other Signatories and Invited Signatories stating the reasons for the determination and requesting consultation to resolve the stated concerns through amendment of the Agreement or other means. The Signatories and Invited Signatories shall consult regarding potential amendments to the Agreement to resolve the stated concerns within 30 calendar days of the written request. If the Signatories are unable to amend the Agreement or agree on other actions to resolve the concerns, provided that they consult during the 30-calendar-day period, the objecting party may terminate the Agreement by providing written notice to the Signatories and Invited Signatories.

C. In the event that this Agreement is terminated, the BLM shall comply with 36 CFR § 800.6 (c)(8) and will take reasonable steps to avoid adverse effects to historic properties

until another PA has been executed or will request, take into account, and respond to Council comments, in accordance with 36 CFR § 800.7. BLM will notify all parties to this agreement as to the course of action it will pursue.

XV. Term of the Agreement

This PA will expire if the Undertaking has not been initiated within 5 years of the signing of this PA, or the BLM right-of-way grant expires or is withdrawn. Otherwise, this Agreement shall take effect from the date of execution and will remain in effect for 15 years or until acceptance of the final Treatment Reports by the Signatories.

XVI. Non-Endorsement Clause

Nothing in this agreement should be interpreted to imply that any party endorses the SunZia Transmission Project. The parties will not take any action or make any statement that suggests or implies such an endorsement based on signing this agreement.

The Execution and Implementation of this Agreement evidences that the BLM, as lead federal agency, has satisfied its Section 106 responsibilities with regard to the construction, operation, and maintenance of the SunZia Transmission Project.

ATTACHMENT 1: PROJECT DESCRIPTION

The transmission line route, following the BLM preferred alternative, would originate at a new substation (SunZia East) in Lincoln County, New Mexico, and terminate at the Pinal Central Substation in Pinal County, Arizona. The Project would be located within Lincoln, Socorro, Sierra, Luna, Grant, Hidalgo, and Torrance counties in New Mexico; and Graham, Cochise, Pinal, and Pima counties in Arizona (see Attachment 2).

The proposed Project would include the construction of the SunZia East 500 kV Substation at the Project's eastern terminus in Lincoln County, and up to three intermediate substations on private or state lands:

- Midpoint Substation, located in Luna County, New Mexico
- Lordsburg Substation, located in Hidalgo County, New Mexico
- Willow-500 kV Substation, located in Graham County, Arizona

The BLM preferred alternative route, approximately 515 miles long, starts at the SunZia East Substation site in Lincoln County, New Mexico, approximately 10 miles southwest of Corona, New Mexico and heads in a northwesterly direction, approximately 5 miles north of the Gran Quivira Unit of the Salinas Pueblo Missions National Monument (Gran Quivira), into Torrance County. The route then heads southwest into Socorro County, crossing the Rio Grande approximately 4 miles to the north of the town of Socorro. Nine miles west of the Rio Grande, the route turns south to parallel an existing 345 kV transmission line and continues into Sierra County, generally parallel to I-25 and the Rio Grande. The route continues south into Luna County adjacent to existing 345 kV and 115 kV transmission lines, then turns west approximately 8 miles northeast of Deming at the proposed Midpoint Substation site. Continuing in a westerly direction, the route crosses Grant County to the proposed Lordsburg Substation site and then through Hidalgo county north of Lordsburg. The route continues west, north of the Peloncillo Mountains, to the Arizona border (see attachment 2).

Crossing into Graham County, the route continues west across the San Simon Valley to the proposed Willow-500 kV Substation site. From the Willow-500 kV Substation site, the route heads southwest into Cochise County and crosses the Sulphur Springs Valley 7 miles north of Willcox, and continues southeasterly along a 345 kV transmission line corridor generally parallel to and north of the I-10. The route crosses the San Pedro River approximately 11 miles north of Benson, turns northwest, and continues at a distance ranging from 2 to 6 miles west of the San Pedro River through portions of Cochise and Pima counties. The route continues northwest along a pipeline corridor into Pinal County, turns west at a point 5 miles northwest of San Manuel, then proceeds westerly, north of Oracle and the Santa Catalina Mountains and along portions of 115 and 500 kV transmission line corridors, north of the Tortolita Mountains. The route turns north from a point near the Tortolita Substation toward State Route (SR) 79, and then west, north of the Picacho Mountains, to its termination at the Pinal Central Substation located 8 miles north of Eloy, in Pinal County (see Attachment 2).

Overhead Transmission Lines and Substations

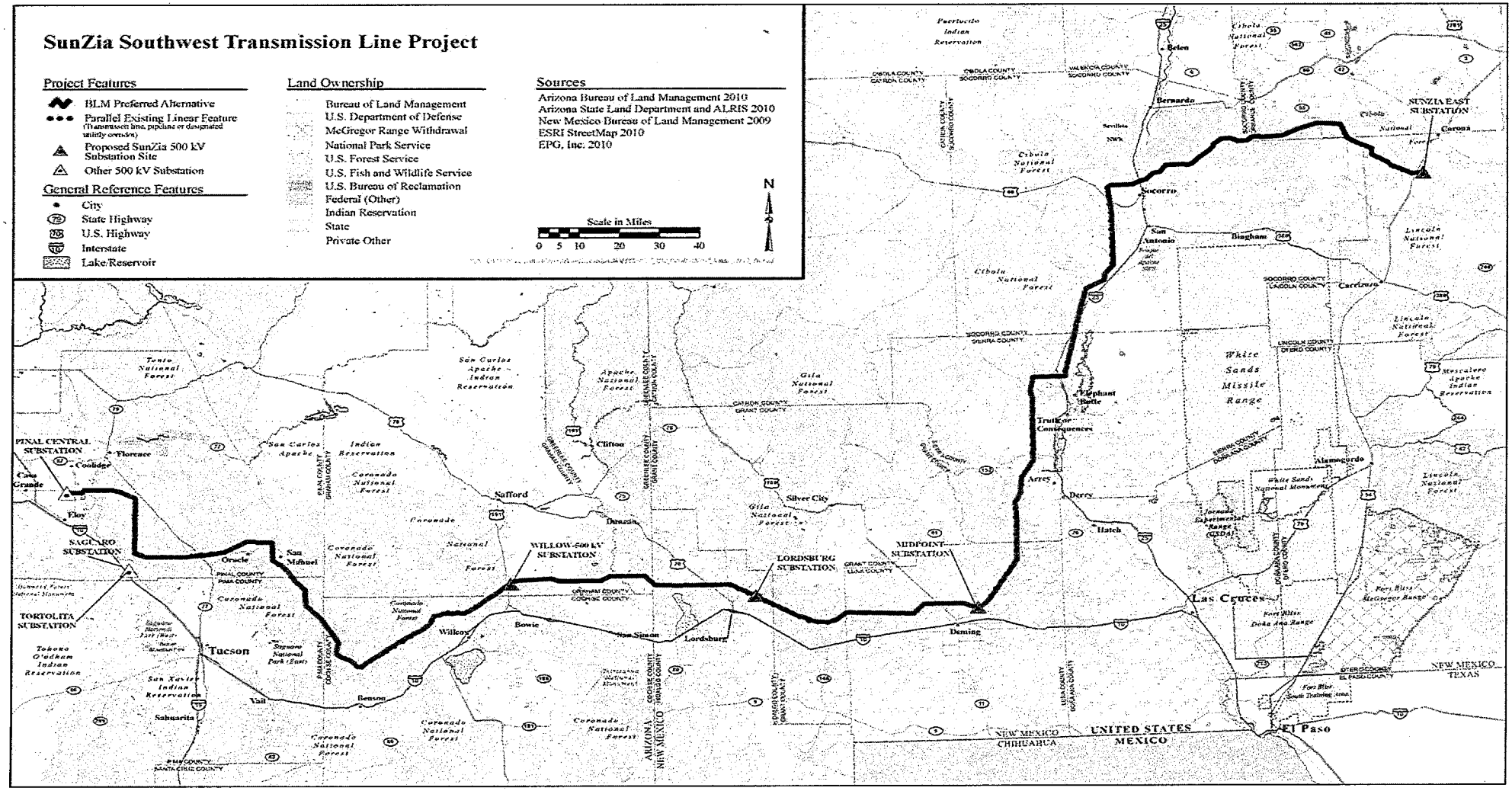
The proposed Project would include two new, single-circuit 500 kV transmission lines located within a right-of-way up to 1,000 feet wide. At least one of the two 500 kV transmission lines would be constructed and operated as an alternating current (AC) facility; the other transmission line could be either an AC or direct current (DC) facility. Depending on the configuration, the Project could provide up to 4,500 megawatts (MW) of additional transfer capability on the regional electrical grid. Based on a typical span of 1,400 feet, three to four transmission line structures per mile would be required for each of the two lines, with typical structure heights of 135 feet that range between 100 and 175 feet.

Each transmission line would extend between the proposed SunZia East Substation and the permitted Pinal Central Substation for approximately 515 miles. The transmission line components include structures, foundations, conductors, insulators and associated hardware, overhead groundwire (OHGW), and fiber optic facilities. Several substations would be associated with the proposed Project, constructed on private or state lands, and therefore not included in the BLM right-of-way grant. The size of each substation is dependent on whether an AC only or an AC/DC facility is installed at the site. The parcel would include the secure, fenced area containing the electrical equipment, plus sufficient area surrounding the substation components for placement of transmission structures entering and exiting the substation, and to provide setbacks to buffer neighboring lands. The maximum height of structures in the substation would be approximately 170 feet. The substation yards would be open air and include equipment such as transformers, circuit breakers, disconnect switches, lightning/surge arrestors, reactors, capacitors, bus (conductor) structures, and a microwave antenna. Typically, substation components would be surrounded by an 8-foot-high chain-link fence topped with barbed wire.

Underground Transmission Lines

As described in the Supplemental EA, overhead lines would be constructed in the same manner as proposed in the Final EIS, but the transmission lines would be buried underground in three segments of the proposed right-of-way, as specified in the Mitigation Proposal, instead of installing conductors overhead on steel towers. The underground segments would be located in the BLM preferred alternative study corridor, Subroute 1A2, in portions of Torrance and Socorro counties. Transition stations would also be constructed to connect the underground cables with the overhead conductors at each terminal of the underground segments. The Eastern and Central segments would each be approximately 2 miles in length, and the Western Segment would be approximately 1 mile, a total of approximately 5 miles. Development of the 500-kV underground cable system would require the following principal components: cable system; ducts; vaults; transition stations; construction/road construction; trenching; duct bank installation; vault installation; cable pulling, splicing, and termination; transition station construction; and equipment/material transportation.

ATTACHMENT 2: PROJECT LOCATION



ATTACHMENT 3: DEFINITIONS FOR TERMS USED IN THIS PA

Adverse Effect – Alteration of the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register of Historic Places.

Area of Potential Effect (APE) – The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking (36 CFR §800.16(d)).

Authorized Officer – The Authorized Officer for this Undertaking is the BLM New Mexico State Director and/or his or her delegated representative.

Consultation – The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matter that arise in the section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

Consulting Party – Any party that has participated in the development of this PA and has indicated intent to participate in consultations during its implementation either by signing in concurrence or by written notification to the Agency Official. The refusal of any party invited to sign the Agreement, other than the Signatories, does not invalidate the Agreement. Consulting Parties include:

Signatory – Parties who have legal or financial responsibilities for completions of stipulations of the Agreement. The signatories have sole authority to execute the Agreement, and together with the invited signatories, to amend or terminate the Agreement.

Invited Signatory – The authorized official may invite additional parties to sign the agreement and upon signing, they have the same rights with regard to amendments and termination as the signatories. These parties have legal responsibility in terms of the Undertaking, such as the issuance of a permit, license or right-of-way, and they have a compliance responsibility under the NHPA or a state cultural resource statute.

Concurring Party – A party who signs this Agreement but is not legally or financially responsible for completion of stipulations set forth in the Agreement.

Construction – The construction phase begins when BLM has issued a right-of-way grant to the proponent for the Undertaking. It includes all activities related to construction of the Undertaking, including activities required to be completed in advance of construction, as well as all activities completed in order to reclaim lands disturbed during construction for two years after construction is completed or until cost recovery agreements related to construction expire.

Cultural Resource – Any location of human activity, occupation, or use identifiable through field inventory, historical documentation, or oral evidence. The term includes archaeological, historic, or architectural sites, landscapes, buildings, structures, objects, and places that possess historic and/or cultural significance as well as places with important public and scientific uses, and may include definite locations (sites or places) of traditional cultural or religious importance to specified social and/or cultural groups. Cultural resources may be but are not necessarily eligible for the NRHP; these properties have not been evaluated for NRHP eligibility.

Cultural Resource Consultant/Contractor (CRC) – A qualified and permitted professional consultant in cultural resources (archaeologist, historian, ethnographer, historic architect, architectural historian, or anthropologist) who is responsible for implementing cultural resource inventories and who prepares cultural resource documents, reports, analysis, records, and professional literature. CRCs must meet the Secretary of the Interior's Professional Qualification Standards and hold appropriate permits from land managing agencies.

Cultural Resource Inventory (from H-8100-1) –

Class I – Existing data inventory. Large-scale review of known cultural resource data

Class II – Sampling field inventory. Sample oriented field inventory

Class III – Intensive field survey. A complete surface inventory of a specific area involving a systematic field examination of an area to gather information regarding the number, location, condition, distribution, and significance of cultural resources present, typically requiring a systematic pedestrian review of an area with transect intervals that shall not exceed 50 feet (15 meters).

Decommissioning – The action in which the transmission line(s) and/or related facilities such as substations are taken out of commission (cease to operate) and are physically dismantled

Discovery – A previously unknown cultural resource identified in the APE during construction, subsequent to the Class III Inventory.

Effects are alterations to the characteristics of a historic property qualifying it for inclusion in or eligibility for the NRHP –

Direct effects are caused by the Undertaking and occur at the same time and place.

Indirect effects are also caused by the Undertaking and are effects that may be visual, atmospheric, or audible that could diminish the integrity of the properties.

Cumulative effects are the impacts on cultural resources which results from the incremental impact of the Undertaking when added to other past, present and reasonably foreseeable future actions regardless of what agency (Federal or non-federal) or person undertakes such other actions [per 40.CFR1508.7]. Cumulative effects may be direct or indirect and result from incremental effects related to the Undertaking over time (e.g. increased access because of new roads, future transmission lines along the same corridor, new projects feeding into the Undertaking, etc.). Additional roads and visitors to the area (construction personnel, recreationists, etc.) also increase opportunities for effects from pot hunting, vandalism of historic properties, and disruption of spiritually important sites.

Eligible (for Inclusion in the National Register) – Includes both properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the National Register criteria as determined by the Federal Agency in consultation with SHPO and other parties.

Historic Property – Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The

term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

Historic Property(ies) Treatment Plan (HPTP) – A document that details the procedures and techniques for resolving adverse effects to historic properties within the APE through avoidance, minimization, and/or mitigation

Indian Tribe – Any Indian tribe, band, nation, or other organized group or community, including a native village, regional corporation, or village corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 USC 1602), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Inventory Report – The inventory report documents the results of the cultural resources inventory detailing the areas surveyed, the methodologies used, the cultural framework of the project area and the cultural resources discovered and documented. It includes assessments of direct, indirect, and cumulative effects within the APE of the Undertaking. It also provides recommendations on National Register eligibility of all of the cultural resources within the inventoried area.

Monitoring and Discovery Plan – The Monitoring and Discovery Plan is a component of the HPTP and (1) provides a detailed plan to monitor compliance with stipulations of the HPTP to avoid, minimize, or mitigate adverse effects of the Undertaking, (2) may include specific plans where monitoring is necessary to help resolve adverse effects to historic properties, (3) establishes procedures to follow in the event that previously undiscovered cultural resources are encountered during the Undertaking, and (4) includes a POA developed specifically to address the handling of human remains pursuant to the Native American Graves Protection and Repatriation Act (NAGPRA) and applicable state laws. All monitoring plans shall explicitly state the objectives of the monitoring and provide a methodology for attaining these objectives.

Monitoring Report – A document that summarizes the results of monitoring activities performed as outlined within the HPTP.

NAGPRA Plan of Action (POA) – A document that establishes procedures for ensuring the proper treatment of Native American remains and related grave goods encountered on Federal lands pursuant to 43 CFR § 10.

National Register – The National Register of Historic Places is the official list of the Nation's prehistoric and historic places worthy of preservation including districts, cultural resources, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture and is maintained by the Secretary of the Interior.

National Register Criteria – The criteria of significance established by the Secretary of the Interior for use in evaluating the eligibility of properties for inclusion in the National Register (36 CFR Part 60).

Operations and Maintenance – Activities associated with operation and maintenance of the approved right-of-way grant over the life of the right-of-way grant. This includes all activities related to the functioning of the Undertaking after construction and reclamation are completed and prior to any activities related to decommissioning of the Undertaking, per Stipulation XI. Activities during this this time are generally infrequent, predictable, and routine. Any actions not specifically approved in the right-of-way grant, such as changes in equipment used or actions outside the right-of-way require approval of the BLM.

Plan of Development (POD) – The Final POD is a BLM approved document that will be an enforceable term and condition as part of the BLM approved right-of-way authorization. Contributors in the development of the Final POD prior to construction will include the Arizona State Land Department and New Mexico State Land Office. The Arizona and New Mexico surface managing agencies will be responsible for developing and enforcing their respective stipulations as they deem necessary to mitigate natural and cultural resource impacts, on state administered lands. Should the Arizona and New Mexico agencies choose to adopt the terms, conditions, and special stipulations as outlined in the Final POD on their respective state authorized rights-of-ways, responsibility to enforce these Final POD terms, conditions, and stipulations is strictly their sole responsibility. Enforcement will be between the state agency and the applicant.

Programmatic Agreement – A document that records the terms and conditions agreed upon to resolve the potential adverse effects of a Federal agency program, complex Project or other situations in accordance with 36 CFR § 800.14(b).

Right-of-Way – The public lands BLM authorizes to use or occupy under a grant. The PA and the HPTP are appended to the POD which is an essential component of the right-of-way grant.

Section 106 – Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires Federal agencies to take into account the effects of their undertakings on historic properties, and afford the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment. The historic preservation review process mandated by Section 106 is outlined in regulations issued by ACHP. Revised regulations, "Protection of Historic Properties" (36 CFR Part 800), became effective August 5, 2004.

State Historic Preservation Officer (SHPO) – The official appointed or designated pursuant to section 101(b)(1) of the act to administer the State Historic Preservation Program or a representative designated to act for the State Historic Preservation Officer.

Summary Report – A document that summarizes results of treatment activities undertaken on an individual historic property for the purposes of informing the agency and Consulting Parties for the purposes of gaining approval for the Project to go forward prior to the acceptance of the final Treatment Report.

Termination and Reclamation Plan – A document that addresses the removal of project facilities from permitted areas and addresses reclamation procedures identified by land management agencies in conjunction with project owners, prior to decommissioning.

Treatment Report – A document that presents the complete results of the treatment activities performed on all historic properties (and any undetermined cultural resources for which additional studies were performed to determine eligibility), addresses the research questions developed in the Treatment Plan and synthesizes the results into a regional overview of the Project Area.

Undertaking – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval. The Undertaking may include surveys, geotechnical testing, engineering, mitigation planning and design, or other activities initiated prior to construction of project facilities.

SIGNATURES
(Signatory page 1 of 4)

SIGNATORY:

BUREAU OF LAND MANAGEMENT, NEW MEXICO STATE OFFICE

By: Jesse J. Juen Date: 12/4/14

Jesse J. Juen Title: State Director, New Mexico

SIGNATURES
(Signatory page 2 of 4)

SIGNATORY:

NEW MEXICO STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: 12/9/14

Jeff Pappas Title: State Historic Preservation Officer

SIGNATURES
(Signatory page 3 of 4)

SIGNATORY:

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By: James W. Garrison Date: 12/8/14

James W. Garrison Title: State Historic Preservation Officer

SIGNATURES
(Signatory page 4 of 4)

SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 12/17/14

John M. Fowler Title: Executive Director

SIGNATURES
(Invited Signatory page 1 of 7)

INVITED SIGNATORY:

SUNZIA TRANSMISSION, LLC.

By: Tom Wray Date: 12/4/2014

Tom Wray Title: Project Manager

SIGNATURES
(Invited Signatory page 2 of 7)

INVITED SIGNATORY:

ARMY CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT

By: Allan Steinle Date: 4 Dec 14

Allan Steinle Title: Regulatory Division Chief

SIGNATURES
(Invited Signatory page 3 of 7)

INVITED SIGNATORY:

BUREAU OF INDIAN AFFAIRS, SAN CARLOS IRRIGATION PROJECT

By: Z. E Begay Date: 12/8/2014

Ferris Begay Title: Project Manager

SIGNATURES
(Invited Signatory page 4 of 7)

INVITED SIGNATORY:

ARIZONA STATE LAND DEPARTMENT

By: _____ Date: _____

_____ Title: _____

SIGNATURES
(Invited Signatory page 5 of 7)

INVITED SIGNATORY:

NEW MEXICO STATE LAND OFFICE

By: _____ Date: _____

Ray Powell _____ Title: Commissioner of Public Lands

SIGNATURES
(Invited Signatory page 6 of 7)

INVITED SIGNATORY:

ARIZONA STATE MUSEUM

By: _____ Date: 5 Dec 14

Patrick D. Lyons, Ph.D. Title: Director

SIGNATURES
(Invited Signatory page 7 of 7)

INVITED SIGNATORY:

TOHONO O'ODHAM NATION

By: _____ Date: _____

Ned Norris, Jr. _____ Title: Chairman _____

SIGNATURES

(Concurring Party signature page 1 of ~~20~~ 24)

CONCURRING PARTY:

GILA RIVER INDIAN COMMUNITY

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 2 of ~~20~~ 24)

CONCURRING PARTY:

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 3 of ~~20~~ 24)

CONCURRING PARTY:

PUEBLO OF YSLETA DEL SUR

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 4 of ~~20~~ 24)

CONCURRING PARTY:

PUBELO OF ISLETA

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 5 of ~~20~~ 24)

CONCURRING PARTY:

PUEBLO OF ZUNI

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 6 of ~~20~~ 24)

CONCURRING PARTY:

SAN CARLOS APACHE TRIBE

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 7 of ~~20~~ 24)

CONCURRING PARTY:

WHITE MOUNTAIN APACHE TRIBE

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 8 of ~~20~~ 24)

CONCURRING PARTY:

FORT SILL APACHE TRIBE OF OKLAHOMA

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 9 of ~~20~~ 24)

CONCURRING PARTY:

MESCALERO APACHE TRIBE

By: _____ Date: _____

_____ Title: _____

SIGNATURES
(Concurring Party signature page 10 of ~~20~~ 24)

CONCURRING PARTY:

HOPI TRIBAL COUNCIL

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 11 of ~~20~~ 24)

CONCURRING PARTY:

ARIZONA ARCHAEOLOGICAL COUNCIL

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 12 of ~~20~~ 24)

CONCURRING PARTY:

NEW MEXICO ARCHAEOLOGICAL COUNCIL

By: _____ Date: 12/8/14

TONI R GOAR Title: Acting President

SIGNATURES

(Concurring Party signature page 13 of ~~20~~ 24)

CONCURRING PARTY:

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 14 of ~~20~~ 24)

CONCURRING PARTY:

CAMINO REAL DE TIERRA ADENTRO TRAIL ASSOCIATION (CARTA)

By: _____ Date: _____

Sim Middleton _____ Title: President _____

SIGNATURES

(Concurring Party signature page 15 of ~~20~~ 24)

CONCURRING PARTY:

ARCHAEOLOGY SOUTHWEST

By: _____ Date: _____

William H. Doelle _____ Title: President and CEO

SIGNATURES

(Concurring Party signature page 16 of ~~20~~ 24)

CONCURRING PARTY:

CASCABEL WORKING GROUP

By: Norm "Mick" Meader Date: 12/08/14

Norm "Mick" Meader Title: Co-Chair

SIGNATURES

(Concurring Party signature page 17 of ~~20~~ 24)

CONCURRING PARTY:

PIMA COUNTY

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 18 of ~~20~~ 24)

CONCURRING PARTY:

ALLIANCE FOR REGIONAL MILITARY SUPPORT (ARMS)

By: _____ Date: _____

Bill Connor _____ Title: President _____

SIGNATURES

(Concurring Party signature page 19 of ~~20~~ 24)

CONCURRING PARTY:

AK-CHIN INDIAN COMMUNITY

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 20 of 20)
24

CONCURRING PARTY:

PUEBLO OF ACOMA

By: _____ Date: _____

_____ Title: _____

SIGNATURES

(Concurring Party signature page 21 of 24)

CONCURRING PARTY:

KIOWA TRIBE

By: _____ Date: _____

_____ Title: _____

SIGNATURES
(Concurring Party signature page 22 of 24)

CONCURRING PARTY:

COMANCHE TRIBE

By: _____ Date: _____

_____ Title: _____

SIGNATURES
(Concurring Party signature page 23 of 24)

CONCURRING PARTY:

PUEBLO OF JEMEZ

By: _____ Date: _____

_____ Title: _____

SIGNATURES
(Concurring Party signature page 24 of 24)

CONCURRING PARTY:

PUEBLO OF SANTO DOMINGO

By: _____ Date: _____

_____ Title: _____