Appendix F3.16

Cultural Resources

PROGRAMMATIC AGREEMENT

AMONG
THE DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, NEVADA,
THE NEVADA STATE HISTORIC PRESERVATION OFFICER,
THE U.S. ARMY CORPS OF ENGINEERS,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE SOUTHERN NEVADA WATER AUTHORITY

REGARDING SECTION 106 REVIEW of the

GROUNDWATER DEVELOPMENT PROJECT

for CLARK, LINCOLN, and WHITE PINE COUNTIES in NEVADA

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WHEREAS, the Southern Nevada Water Authority ("SNWA" or "proponent"), a Nevada cooperative regional public agency, proposes to construct and operate a system of regional water supply and distribution facilities in central and eastern Nevada, through a project known as the Clark, Lincoln, and White Pine Counties Groundwater Development Project ("GWD Project" or "Project" or "Undertaking"); and

WHEREAS, the effects from the Project are regional in scope, some effects from the Project cannot be fully determined prior to approval of the Undertaking, the SNWA is a non-federal party to which major decision-making responsibilities regarding the Project and this Agreement are being delegated, and the alternatives to the Project under consideration consist of corridors and large land areas, the signatories hereto have determined that the review of this Project under section 106 of the National Historic Preservation Act of 1966 ("NHPA") (16 U.S.C. § 470f) ("section 106") and the regulations implementing section 106 at 36 C.F.R. Part 800, may properly and appropriately be governed by this programmatic agreement ("Agreement"), negotiated and executed as authorized by 36 C.F.R. § 800.14(b); and

WHEREAS, a substantial portion of the GWD Project will be located on public lands managed by the Ely Field Office (BLM Ely) and the Southern Nevada Field Office (BLM Southern Nevada) of the Nevada Bureau of Land Management of the U.S. Department of the Interior ("BLM Nevada") (together, "BLM"); and

WHEREAS, SNWA has applied to BLM Nevada for issuance of rights-of-way ("ROWs") over said BLM-managed lands in order to construct and operate the various facilities of the GWD Project; and

WHEREAS, the BLM has determined that, because the GWD Project will require BLM-issued ROWs, this Project is a federally permitted undertaking subject to the requirements of section 106; and

WHEREAS, the BLM is the lead federal agency for compliance with the requirements of section 106 for the GWD Project and BLM has identified the BLM Nevada State Director as the agency official for the Project, having jurisdiction over the undertaking, and having taken legal and

financial responsibility for section 106 compliance in accordance with the ACHP's regulations, and further, who may delegate to one or more appropriate BLM officials any responsibility or action required or allowed of an agency official under those regulations; and

WHEREAS, BLM has assigned to BLM Ely primary responsibility both for project management (including being the "point of contact" for BLM for purposes of this Agreement as provided in Section M, herein) and for ensuring BLM's compliance with terms of this Agreement, and

WHEREAS, the GWD Project involves only the supply and distribution of water through facilities in Nevada, BLM's ROW grant will not give SNWA rights to exploit oil, natural gas or mineral resources; and

WHEREAS, BLM has determined that construction, installation, operation or maintenance of the GWD Project may cause effects to historic properties and accordingly, prior to issuing to the proponent any ROW over BLM-managed lands, BLM will take into account such effects and comply with section 106, through the procedures described in this Agreement, as authorized by and consistent with the BLM's nationwide programmatic agreement titled *Programmatic Agreement Among The Bureau of Land Management, The Advisory Council On Historic Preservation, And the National Conference of State Historic Preservation Officers Regarding the Manner In Which BLM Will Meet Its Responsibilities Under the National Historic Preservation Act*, dated March 26, 1997 ("BLM NPA") and the State Protocol Agreement dated October 26, 2009, between the BLM Nevada and the Nevada State Historic Preservation Officer ("SHPO"), (the "Nevada State Protocol"), both of which documents, or any valid successor to either agreement, are incorporated herein by reference; and

WHEREAS, although no part of the GWD Project will be located on tribal lands, in developing this Agreement in compliance with 36 C.F.R. § 800.14(b)(2)(i) and (f), BLM has made a reasonable and good faith effort to identify, and seek consultation with, every federally recognized Indian tribe that that has religious or cultural ties to, or whose direct ancestors had historic or pre-historic religious or cultural ties to, GWD Project lands, and that, because of such ties, may attach religious and cultural significance to historic properties that may be affected by the GWD Project, and BLM has identified under those criteria the fifteen tribes listed in Appendix C (the "Identified Indian Tribes"); and

WHEREAS, on February 23, 2007, BLM sent to each of the Identified Indian Tribes a letter explaining the nature of the proposed GWD Project, asking each of those tribes to provide any information they have about any historic properties which might be affected by the construction and operation of the GWD Project, and providing with that letter Project maps and contact information for the appropriate BLM contacts; and

WHEREAS, the BLM has initiated formal government-to-government section 106 consultation with each Identified Indian Tribe through the appropriate BLM manager(s) contacting that tribal government, or a person authorized by such government to speak for the tribe on section 106 matters, offering meetings between a BLM manager and that tribe's governing body to discuss any concerns the tribe may have regarding: (1) the GWD Project; (2) any historic properties of religious and cultural significance to that tribe that may be affected by the Project; and (3) the

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tribe's desires to protect any such property(ies) from imprudent or unnecessary public identification or disclosure; and

WHEREAS, the BLM reaffirms its offer to consult regarding the GWD Project with each Identified Indian Tribe that desires to do so, in a manner respectful of both tribal sovereignty and the unique government-to-government relationship between Indian tribes and the United States government; and

WHEREAS, in order to supplement the results of BLM's tribal consultation and preparation of the environmental impact statement (EIS) for the Project, SNWA engaged the services of consulting firms ENSR/AECOM, EDAW, Summit Applied Anthropology and Bengston Consulting to conduct ethnographic studies of the GWD Project lands, including interviews and targeted site visits with the assistance and cooperation of the Identified Indian Tribes, in order to identify cultural resources and TCPs located in the Project APEs to which the Identified Indian Tribes attach religious and cultural significance, the consultants having conducted such studies, interviews and site visits in 2008 and 2009, and prepared reports on their work, which reports have been circulated among the Identified Indian Tribes; and

WHEREAS, BLM has provided to each Identified Indian Tribe a draft copy of this Agreement and has invited each such tribe to comment on and suggest changes to any part of the draft, prior to its being finalized or executed, representatives of several tribes having met with BLM managers to discuss this Agreement at duly noticed meetings on January 12, 2011 in Ely, Nevada, and February 15, 2011 in Las Vegas, Nevada, and the Identified Indian Tribes have each been afforded a reasonable opportunity to participate in the development and finalization of this Agreement as it may apply to historic properties of religious and cultural significance to each of those tribes; and

WHEREAS, BLM has invited and encouraged each Identified Indian Tribe to be a concurring party for this Agreement; and

WHEREAS, BLM, in consultation with the Nevada SHPO, has identified organizations and agencies with a demonstrated interest in the GWD Project and its potential effects to historic properties, and has invited these organizations and agencies to participate in this section 106 review, the organizations and agencies listed in Appendix E having responded and expressed their desire to participate, and BLM therefore having designated those organizations and agencies as consulting parties in this review, consulted with them in the development of this Agreement, and invited them to sign this Agreement as concurring parties; and

WHEREAS, pursuant to the Nevada State Protocol BLM has consulted with the SHPO in the development of this Agreement; and

WHEREAS, BLM has invited the Advisory Council on Historic Preservation (ACHP) to consult in the development of this Agreement and the ACHP has agreed to participate, has consulted on and been involved in the development hereof, and will be a signatory; and

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WHEREAS, this Agreement assigns substantial section 106 compliance duties to Project proponent SNWA, and the BLM has invited SNWA both to consult in the development of this Agreement and to be an invited signatory; and

WHEREAS, SNWA will ask the U.S. Army Corps of Engineers ("Corps") to issue permits under the Clean Water Act for the GWD Project, the Corps is a cooperating agency and has designated BLM as the lead agency for Section 106 review of the GWD Project, and the Corps desires that its responsibilities for complying with Section 106 for the GWD Project be discharged by the reviews accomplished under this Agreement, and accordingly the Corps has consulted in the development of this Agreement and will be a signatory; and

WHEREAS, certain terms used in this Agreement are defined in the Glossary of Terms in Appendix A attached hereto, or in the ACHP's rules, the BLM NPA, the Nevada State Protocol or the BLM Manual 8100 Series; and

WHEREAS, SNWA has identified known historic and prehistoric cultural resources within the areas of the Project's areas of potential effects (APEs) for visual and direct effects by completing and providing to the BLM a Class I inventory of such areas, the report for which is titled "*The Class I Cultural Resources Inventory for the Southern Nevada Water Authority, Clark, Lincoln, and White Pine Counties Groundwater Development Project, Nevada*" (ICF Jones and Stokes, August 2008) ("Class I Inventory"); and

WHEREAS, this Agreement covers all aspects of the construction, installation, operation and maintenance of the facilities of the GWD Project, as such facilities are referenced herein in Stipulation B and more fully described in Appendix B attached hereto, including facilities identified but not yet designed, or whose location has yet to be determined, and those that may be added in the future, all of which facilities will be treated as described herein;

NOW THEREFORE, the signatories agree that the GWD Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the GWD Project on historic properties.

STIPULATIONS

BLM shall ensure that the following measures are carried out:

A. Roles and Responsibilities

1. BLM will be responsible for reviewing reports, including but not limited to, inventory reports, recommendations of eligibility for the National Register of Historic Places ("National Register" or "NRHP"), treatment options, and assessments of effects, and for completing Section 106 review for the GWD Project, regardless of the ownership of the lands on which segments or facilities of the project may be located.

2. BLM will make recommendations of eligibility and findings of effect. BLM will also oversee all cultural resource work; assemble and make all submissions to the SHPO, including reports, recommendations of eligibility and effect, and treatment or data recovery plans; submit copies thereof to consulting Indian tribes and other consulting parties as appropriate, and seek SHPO concurrence with all compliance decisions.

a. BLM Ely and BLM Southern Nevada will make decisions regarding National Register eligibility, Project effects and treatment for their respective areas.

b. BLM Southern Nevada will convey its decisions to BLM Ely.

c. BLM Ely will ensure that all data are compiled and submitted to the appropriate parties and otherwise assure proper conduct of actions described in Stipulations A.1-4.

3. BLM will be responsible for consultation with Indian tribes in connection with the GWD Project, including: (1) identifying each federally recognized Indian tribe that attaches religious and cultural significance to historic properties potentially affected by the GWD Project; (2) consulting with all Identified Indian Tribes willing to do so concerning historic properties, including eligible traditional cultural properties ("TCPs") potentially affected by the GWD Project, to which such tribe attaches religious and cultural significance, and with any other tribes that the BLM identifies in the future; and (3) through consultation, providing all relevant tribes a full opportunity to express any concerns about the Project, their views on identification and National Register eligibility of any properties to which each such tribe attaches religious and cultural significance, and allowing that tribe to express its views on the assessment of effects and resolution of adverse effects to such properties that are National Register eligible, consistent with the procedures contained in the BLM Manual Section 8120 and the BLM Manual Handbook, H-8120-1: Guidelines for Conducting Tribal Consultation (together, the "BLM Section 8120 Manual and Handbook").

4. BLM will be responsible for identifying individuals and organizations with a demonstrated or known interest and expertise in historic properties and preservation issues in the Project area, and notifying them about the section 106 review of the Project. BLM shall invite such persons or organizations it identifies to comment on the Project and participate in the section 106 review. BLM may grant consulting party status to any such person or organization that requests such in writing, according to BLM's evaluation of the nature of their legal or economic relation to the Project or affected properties, or their concern for the Project's effects on historic properties. BLM shall involve such consulting parties in findings and determinations made during the section 106 review, including providing notice of the same, providing or making available documentation of the finding or determination as provided in 36 C.F.R. § 800.11, receiving and considering comments from consulting parties and responding to such comments as appropriate, and coordinating with, such consulting parties as BLM determines reasonable under the section 106 regulations.

5. SNWA will be responsible for funding, supporting, assisting and conducting, either directly or through qualified consultants or contractors, the procedures for section 106

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compliance of the GWD Project as those procedures are provided herein and as directed by BLM, including identification and evaluation of historic properties, records research, inventory, archaeological and above-ground surveys, assessments of effects, mitigation, pre- and post-construction data recovery, report preparation, required monitoring of construction, curation of artifacts, and ensuring that all such activities are conducted in a professional manner, consistent with this Agreement and the Nevada State Protocol.

a. SNWA will ensure that persons supervising cultural resources work on SNWA's or BLM's behalf for the Project hold a Nevada BLM cultural resources use permit as appropriate for archaeological inventory and other archaeological investigations, and meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

b. As appropriate, personnel must meet the Secretary of the Interior's Professional Qualifications Standards for the relevant area(s) of expertise, such as for architectural history or cultural anthropology.

6. SNWA may apply for ROWs, notices to proceed ("NTPs") or other land-use or Project approvals, for individual GWD Project facilities, or groups or portions of facilities, on a phased or segmented basis, and the BLM may initiate and complete Section 106 review for any such phase or segment, and thereafter issue NTPs therefore, separately from, and regardless of the initiation or completion of the Section 106 review of, any other phase or segment of the project, so long as all such activities are conducted in accordance with this Agreement.

7. Signatories and Concurring Parties. As provided in the ACHP's regulations and herein, the four listed signatories shall have sole authority to execute, effectuate and amend this Agreement. Those signatories, along with the invited signatory, each have sole authority to terminate this Agreement as provided herein. Concurring parties will concur in the terms of this Agreement and may participate in and benefit herefrom. The failure or refusal of any party invited to become a concurring party will not invalidate or otherwise affect this Agreement. Upon and after effectuation of this Agreement, each signatory, invited signatory, invited concurring Indian tribe and invited concurring party, that signed or signs this operative Agreement is a signing party hereto, collectively referred to as the "signing parties."

8. The terms used in this Agreement shall carry the meaning provided in Appendix A attached hereto, or if not defined therein then in the ACHP's section 106 rules, or if not defined in either of those sources, the BLM NPA and Nevada State Protocol Agreement, or if not defined in any of these sources, the BLM Manual 8100 Series.

B. The GWD Project

1. The section 106 review process for the GWD Project shall be managed according to provisions of this Agreement.

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2. The GWD Project consists of various facilities, including approximately 306 miles of buried water pipelines, temporary and permanent access roads, five pumping stations, six regulating tanks, one buried storage reservoir, one water treatment facility, approximately 323 miles of overhead power lines, two primary and five secondary electrical substations, and three pressure-reducing facilities, as more particularly described in Appendix B attached hereto. The majority of these facilities will be located on public lands managed by the BLM, while some will be located on state-owned or privately owned lands.

3. The undertaking for the GWD Project is defined as the construction, installation, operation and maintenance of those facilities described in the Appendix B, and other facilities that SNWA may add to the GWD Project, as may be authorized, limited, conditioned or made possible by the issuance of, BLM ROWs for the GWD Project on public lands in Nevada, and located on those lands and other adjacent or nearby lands in Nevada.

4. Facilities added to the GWD Project in the future that will be located completely within areas previously inventoried by a Class III intensive survey as provided in Section E, of this Agreement and otherwise managed under the terms of this Agreement (including development and implementation of evaluation and treatment options, as appropriate) will not require additional survey or identification work, except for any assessment of effects, mitigation and treatment that may be required or in discovery situations, and using the existing survey and identification information such facilities will undergo complete Section 106 review under the terms of this Agreement.

5. Facilities or segments added to the GWD Project in the future that will be located partially or totally outside of areas previously covered by a Class III survey for the Project must complete a full Class III survey and section 106 review under the terms of this Agreement prior to initiation of construction of the relevant facilities or segments.

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C. Areas of Potential Effects ("APEs")

1. The BLM, in consultation with the SHPO, shall determine and document the APEs for the Project. The BLM will also, as it deems appropriate, seek information from consulting parties and other individuals and organizations likely to have knowledge of, or concerns with, historic properties in the Project area, as provided in Stipulation A.4., above.

2. The BLM will seek to gather information from Identified Indian Tribes to assist in identifying historic properties to which each such tribe attaches religious and cultural significance, recognizing that such Indian tribes may be reluctant to divulge specific information regarding the location, nature or activities associated with such sites or properties.

3. This Agreement addresses the following four types of effects that may be deemed to be adverse to historic properties: (1) direct effects; (2) visual effects; (3) indirect effects, and (4) cumulative effects. Examples of adverse effects in 36 C.F.R. § 800.5 could be considered as either direct or indirect as defined in this Agreement. The APEs for the GWD Project cover all areas where the GWD Project may directly, visually, indirectly, or cumulatively cause an adverse effect as defined in this Agreement to one or more historic properties.

4. The APE for Direct Effects. The APE for direct effects will include the areas within the temporary and permanent ROWs granted by the BLM over public lands, or any area of easement, lease, purchase or ROW granted to SNWA on state, private or other Federal lands, where any element of the GWD Project is to be located, or where ground-disturbing activities or construction are planned for the GWD Project, which may include but are not limited to: (1) newly constructed or graded access roads; (2) areas identified for the staging of materials or storage of heavy equipment; and (3) areas identified for the excavation or deposition of borrow material (all together "GWD Project lands").

5. The GWD Project lands have been identified on Project plans as described in Appendix B**.** For purposes of any required section 106 review, previously unsurveyed areas added to the GWD Project lands in the future, whether or not subject to additional or supplemental NEPA review, will be identified in Project plans and surveyed, reviewed and treated under the terms of this Agreement. GWD Project facilities added in the future and located on previously surveyed GWD Project lands will be reviewed under the terms of this Agreement but will not require re-survey.

6. The APE for Visual Effects. The APE for visual effects to above-ground historic properties will be the area from which above-ground project facilities less than 100-feet in height may be visible,[1] measured as follows: (1) for linear facilities or roads, an area extending outward one mile on either side of the centerline of the ROW, easement or other right of possession granted for such facility or road; and (2) for non-linear facilities, a circular area with a radius of one mile from the center point of such facility.

7. The APEs for Indirect and Cumulative Effects. The APEs for any indirect or cumulative effects shall be determined by the BLM, in consultation with the SHPO, taking into account the nature, scope and intensity of the potential indirect or cumulative effects to historic properties.

8. In consultation with SHPO, the BLM may enlarge or diminish the APE for a given GWD Project facility or segment as BLM determines is reasonable and appropriate under the terms of this Agreement, consistent with the standards of the BLM NPA, the Nevada State Protocol and the BLM Manual 8100 Series. BLM will provide reasonable prior notification of such action to consulting parties and consulting Indian tribes that attach religious and cultural significance to historic properties in the area of the alteration of the APE.

D. Indian Tribes, Consulting Parties and Public Participation

1. Indian Tribes. The BLM has made a reasonable and good faith effort to identify each Indian tribe that has cultural ties to, or whose direct ancestors had historic or pre-historic ties to, GWD Project areas, such that the tribe may attach religious and cultural significance to

[1] No structures in excess of 100-feet in height are currently in the plans for the GWD project, and none are expected in the future.

historic properties in Project APEs as determined by BLM in accordance with the BLM Section 8120 Manual and Handbook, and the BLM has listed the tribes identified as such to date as Identified Indian Tribes in Appendix C attached hereto.

a. With regard to any historic property(ies) that may be affected by the Project, to which property(ies) an Indian tribe attaches religious and cultural significance, BLM shall consult with any such Indian tribe with regard to such property(ies).

b. BLM will designate those agency managers who are authorized to speak for and commit the BLM and consult with Indian tribes in section 106 matters for the Project. Designated BLM managers will contact the Identified Indian Tribe and request that each such tribe identify to the BLM in writing one or more tribal members whom the tribal government authorizes to speak for and commit the tribe and consult with BLM for section 106 matters involving the Project.

c. The BLM will seek to determine, with the assistance of each Identified Indian Tribe, whether such Identified Indian Tribe attaches religious and cultural significance to one or more historic properties, including TCPs that may be affected by the GWD Project, and will further seek in consultation with such tribe to identify and assess the eligibility of each such property.

d. The BLM in its discretion may designate as a consulting party any Indian tribe, even if such tribe does not attach religious and cultural significance to a historic property that may be affected by the Project. Any Indian Tribe that is not a consulting party may nevertheless participate in the section 106 review by submitting comments to the BLM regarding the Project, by discussing the project with BLM representatives, by responding to inquiries from BLM managers or staff, or by providing information and the views of that tribe concerning cultural resources or historic properties that will or may be affected by the Project Any Indian tribal government, or its authorized representative, that expresses to BLM in writing that the tribe does not wish to participate as a consulting party in the section 106 review for the GWD Project shall thereafter not be a consulting party for the Project, except that the tribe may rejoin the section 106 review as a consulting party at any time by written notice to the BLM.

e. BLM recognizes that Indian tribes may be reluctant to divulge specific information regarding the location, nature or activities associated with historic, pre-historic or spiritual sites and properties. BLM shall address concerns raised by any tribe about confidentiality pursuant to section 304 of the NHPA (16 U.S.C. § 470w-3) and section 9 of the Archaeological Resources Protection Act of 1979 (16 U.S.C. § 470hh; 43 C.F.R. § 7.3) (ARPA).

f. Subject to prior BLM authorization, and as allowed by the relevant Indian tribe(s), SNWA, or cultural resource consulting firms working for SNWA, may make contacts with tribes in order to collect information from such tribes for purposes such as identification of historic properties, including TCPs, for section 106 compliance, but neither SNWA nor any of its consulting firms shall negotiate or make commitments for the BLM, or otherwise exercise, or give the appearance of

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exercising, BLM's tribal consultation authority, without express written consent from the relevant tribal government.

g. BLM will continue throughout this section 106 review to consult meaningfully with Identified Indian tribes interested in pursuing such consultation, to continue to afford such tribes opportunities to identify to BLM cultural resources that may be eligible for the National Register, and to urge such tribes to identify to BLM historic properties (including eligible TCPs) to which that tribe attaches religious and cultural significance that may be affected by the GWD Project. Such consultations may include site visits that BLM determines are reasonably necessary in the scope of this section 106 review.

h. BLM has invited all Identified Indian Tribes to execute this Agreement as concurring parties. By signing as a concurring party, an Indian tribe obtains the right to participate in the section 106 review of this Project as provided in this Agreement, and concurs that this Agreement is proper under the NHPA and the ACHP's regulations. Execution of this Agreement as a concurring party does not imply endorsement or approval of the GWD Project itself, or limit or restrict in any way the concurring party's right to object to, petition against, litigate against or in any other way express or advance critical or negative comments toward, the GWD Project or its proponent.

2. Other Consulting Parties. BLM will identify and notify persons and organizations interested in the Project's effects to historic properties as provided in Stipulation A.4. In addition, pursuant to the Nevada State Protocol (Section IV.F.), and the regulations at 36 C.F.R. § 800.3(f), and in coordination with the processes of Project review under the National Environmental Policy Act ("NEPA"), the BLM shall: (1) consider all written requests from such individuals and organizations to participate as consulting parties; and (2) determine which should become consulting parties and the scope of consultation, considering the scale of the undertaking, the intensity and scope if the Project's effects to identified historic properties of expressed interest to the individual or organization, and the scope of federal involvement in the relevant segment or facility of the Project .

3. Public Participation. The public will be afforded an opportunity to participate in the Section 106 review of the GWD Project, and the BLM shall seek and consider the views of the public when considering effects to historic properties in this review, through the following notice and comment procedures. The BLM shall direct SNWA to publish at least once per week for two successive weeks a public notice for the GWD Project in the Southern Nevada Review Journal and the Ely Times, newspapers of general circulation in the State of Nevada, describing the general nature and scope of the project, identifying a contact person from whom copies of this Agreement and detailed descriptions of the GWD project may be obtained, and seeking comment from the public on: (1) this Agreement; (2) the identification and assessment of any historic properties that may be affected by the construction or operation of the GWD Project; and (3) potential effects to any historic properties therefrom. This public participation process and any release of information shall be conducted in strict conformance with the confidentiality requirements of sec. 304 of NHPA (16 U.S.C. § 470w-3), Section 9 of ARPA (16 U.S.C. §

470hh; 43 C.F.R. § 7.3), as well as 36 C.F.R. §§ 800.2(d)(1-2) and 800.11(c)(1 and 3). The BLM may also include a copy of this Agreement in any EIS (or other NEPA-related document) for the GWD Project.

4. Sharing Sensitive Information. At the discretion of the BLM, proprietary or sensitive location or other information about historic properties discovered in connection with the GWD Project may be shared with appropriate consulting parties. The BLM shall ensure appropriate protection of sensitive information deemed confidential in accordance with Section 304 of the NHPA (16 U.S.C. § 470w-3) and Section 7 of the Archeological Resources Protection Act ("ARPA") (16 U.S.C. § 470hh) and its implementing rules (43 C.F.R. § 7.18(a)(i)), and may enter into data-sharing agreements with any person, group, Indian tribe or entity prior to the release to that party of sensitive information determined to be entitled to such confidential treatment.

E. Identification of Cultural Resources and Historic Properties

1. BLM, in consultation with the SHPO, shall ensure that consulting archaeologists and other qualified professionals perform all necessary Section 106 identification activities for the GWD Project, and SNWA or its consultant(s) shall prepare a research design consistent with the guidelines of the Secretary of the Interior's Standards and Guidelines for each separate facility or segment of the GWD Project.

2. The BLM will gather information from each consulting Indian tribe to assist in identifying historic properties to which that Indian tribe attaches religious and cultural significance, including eligible TCPs, which may be affected by the GWD Project, or a segment thereof

3. The BLM will solicit information from consulting parties or other individuals and organizations likely to have knowledge of, or concerns about, historic properties in the APE which may be affected by the GWD Project, or a segment thereof.

4. Class I Inventory. SNWA has identified known historic and prehistoric resources within the Project APEs for direct and visual effects by completing and the Class I Inventory for the Project. For those above-ground resources identified in the Class I inventory from which the project will be visible, and which have not previously been evaluated for eligibility in the National Register, except for resources that are or may be eligible for the National Register only under eligibility Criterion D, SNWA will document, assess, and make recommendation to the BLM regarding the eligibility of such inventoried resources for the National Register under Criteria A, B and C. For those historic properties that the BLM determines are potentially eligible for the National Register under one or more of those three criteria, and are either previously undocumented or insufficiently documented, SNWA will record each such property with full descriptions and photo documentation to current SHPO standards. If the BLM determines, in consultation with the SHPO and any Indian tribe that attaches religious and cultural significance thereto, and considering any comments from the consulting parties, that such historic property will be visually adversely affected, SNWA will provide treatment by

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producing full descriptions and photo documentation per standards in Appendices D and/or G of the Nevada State Protocol, as may be applicable.

5. SNWA will also inventory and record all ranch complexes located in the project APEs for visual and direct effects that are more than 40-years old. For each such ranch complex that the BLM determines will be adversely affected by the project and meets the criteria for National Register-eligibility for state or local significance (Class I surveys have not identified any ranch complex in the GWD Project APE that is of national significance), SNWA will provide treatment by producing full descriptions and photo documentation per standards in Appendices D and/or G of the Nevada State Protocol, as may be applicable. Information obtained as a result of the inventory of ranch complexes will be compiled in a stand-alone report.

6. Research and documentation of historic ranches will be conducted by individuals who meet the Secretary of the Interior's professional qualifications. Documentation and reports will meet standards set forth in the BLM Manual Handbook Section 8110.

7. Class III Survey. To build on the identification efforts from the Class I inventory performed by SNWA, BLM, in consultation with the SHPO, shall ensure that SNWA will complete a Class III survey of the Project APE for direct effects prior to initiation of construction (including work staging activities) of a given project facility, segment or phase.

8. During the Class III survey, in areas within the Project APE for direct effects, a qualified archaeologist with professional experience in geomorphological analysis will assess the potential for buried cultural materials in areas that will be impacted by construction of the GWD Project pipeline, or any other planned excavation deeper than two feet. The assessment will attempt to identify areas that contain thick sequences of post-14,000 B.P. deposits that are of a suitable geologic character to bury and preserve cultural zones and thick enough to hide any surface evidence, considering geomorphological evidence and other surface indicators. If the qualified archaeologist determines that a given area showed indication of a high likelihood of buried significant cultural deposits, the archaeologist will make recommendations to the BLM for additional geomorphological evaluation, or archaeological testing, as may be reasonably indicated. The BLM, in consultation with the SHPO, will determine if additional geomorphological evaluation or archaeological testing is warranted.

9. Section 106 review and reasonable identification efforts shall be performed regardless of the ownership (public or private) of the lands involved and SNWA shall be responsible for attempting to gain access to non-BLM lands. Where SNWA cannot gain access to such lands for purposes of identification of historic properties in any of the Project's APEs, such identification efforts shall be deferred until access is gained. Failure to gain access to accomplish necessary or appropriate identification, treatment or mitigation may require BLM to consider alternative treatment or mitigation, or to allow deferral of such until access is gained., as provided in 36 C.F.R. § 800.4(b)(2).

10. In any area in the APE for direct effects where the ground has been heavily disturbed, or in areas where access is prevented or may be dangerous to survey personnel, the BLM may exempt those portions of the APE from Class III survey requirements.

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11. Non-Linear Sites. Non-linear sites extending out of the APE for direct effects shall be recorded in their entirety with the exception of very large sites such as town sites, mining complexes, continuous stream/lake terrace sites, or extensive prehistoric quarries or habitation sites. These exceptions shall be approved in advance by BLM Ely and BLM Southern Nevada districts, which will consult with other BLM districts as appropriate.

12. Linear Resources. Linear resources (e.g., railroads, roads, trails, ditches, utility lines, etc.) crossing and extending beyond the APE for direct effects shall be inventoried 100 meters beyond the project boundaries in each direction, and shall be either recorded or not according to the following criteria:

a. Roads or linear features with: (i) no mention in the BLM Field Office records or not shown on General Land Office (GLO) plats or other historic maps; (ii) no associated features or dateable artifacts; or (iii) which have lost all integrity through extensive blading, will not be recorded;

b. Roads, linear features, or other resources included on GLO plats but which are not associated with features or dateable artifacts, and do not appear to be significant on the basis of archival data shall be treated as "isolated linear segments." These resources shall be recorded in tabular form and collected data shall include a minimum of two (2) separate GPS points at each end of the linear feature within the APE. Should additional data regarding specific "isolated linear segments" be encountered during report preparation these will be recorded on IMACS site forms;

c. Roads or other linear features included on GLO plats (especially named roads) or features known from other archival data to be potentially significant, or which have associated features or dateable artifacts, shall be recorded on IMACS site forms.

13. Archeological crew-chiefs and higher level supervisors will be familiar with the inventory research design and locations of expected historic resources identified in the Class I overview. The SNWA will document in the Class III reports efforts made to locate expected but not-encountered sites.

14. Phased Identification and Evaluation. Because alternatives under consideration for the Project consist of corridors and large land areas, and because access to some properties is restricted, the BLM may use a phased process to conduct identification and evaluation efforts for the review of this Project. All identification and evaluation efforts determined and required by BLM as provided in Stipulation K for a given project segment or area shall be completed prior to issuance of a notice to proceed ("NTP") for construction on that segment or in that area.

15. Deferral of Final Identification and Evaluation. BLM may defer final identification and evaluation of historic properties for alternatives or inaccessible areas as provided herein. SNWA shall first establish the likely presence of historic properties within the APE for each such alternative or inaccessible area through background research, appropriate consultation and an appropriate level of field investigation as determined by BLM, taking into

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account the number of alternatives under consideration, the magnitude of the undertaking and its likely effects, and the views of the SHPO/THPO and any other consulting parties. As specific aspects or locations of an alternative are refined, or as access is gained to an inaccessible area, BLM shall proceed with the identification and evaluation of historic properties in accordance with this Agreement. All identification and evaluation efforts for a given project segment or area that are deferred under this stipulation, shall be completed prior to issuance of a notice to proceed ("NTP") for construction for that segment or area as provided in Stipulation K.

F. Evaluation of National Register Eligibility

1. BLM, in consultation with the SHPO, shall ensure that all cultural resources identified within GWD Project lands are evaluated for eligibility to the National Register prior to the initiation of ground-disturbing activities that may affect those historic properties. Eligibility will be determined in a manner compatible with the Nevada State Protocol.

2. To the extent practicable, eligibility determinations shall be based on inventory information. If the information gathered in the inventory for archaeology is inadequate to determine eligibility, BLM or GWD Project contractors may conduct limited subsurface probing, or other evaluative techniques, to determine eligibility. Subject to approval by BLM, evaluative testing of archaeological sites is intended to provide the minimum data necessary to define the nature, density, and distribution of materials in potential historic properties, to make final evaluations of eligibility, and to devise treatment options responsive to the information potential of the property.

3. Should the BLM disapprove the applications for the GWD Project, or should SNWA abandon the project and withdraw the application prior to BLM approval, then any further evaluative testing shall cease, except for completing all post-fieldwork activities that are ongoing as of the date of the withdrawal or disapproval, as determined by BLM.

4. BLM shall seek to consult with each consulting Indian tribe in accordance with the BLM Section 8120 Manual and Handbook, concerning the National Register eligibility of any potentially eligible cultural resource that would be affected by the Project, to which that Indian tribe attaches religious and cultural significance.

5. If BLM concludes that a property not already listed in, or determined eligible for, the National Register meets the criteria for National Register eligibility, and the SHPO agrees, that property shall be considered eligible for purposes of this section 106 review. If BLM concludes that the eligibility criteria are not met for a given property, and the SHPO agrees, that property shall be considered not eligible for the National Register.

6. If BLM and the SHPO disagree regarding National Register eligibility of a property, or if either the ACHP or the Secretary so requests, BLM shall seek a formal determination of eligibility from the Keeper of the National Register. If an Indian tribe disagrees with a conclusion or recommendation relating to National Register eligibility for a property to which that tribe attaches religious and cultural significance, the tribe may either ask BLM to obtain a determination of eligibility from the Keeper for that property, or ask the ACHP to do so.

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Consulting parties and members of the public may at any time submit to BLM comments regarding conclusions, recommendations or consensus determinations made pursuant to this Stipulation F regarding National Register eligibility for properties potentially affected by the GWD Project.

G. Assessment of Effects

1. BLM, in consultation with the SHPO and any Identified Indian Tribe that attaches religious and cultural significance to the identified historic property(ies), shall apply the criteria of adverse effect to historic properties within the Project APEs in accordance with the terms of 36 C.F.R. § 800.5. BLM shall consider any views concerning such effects that have been provided by consulting parties and the public.

2. Because alternatives under consideration in this review consist of corridors and large land areas, and because access to some potentially affected properties may be restricted, BLM may use a phased process in applying the criteria of adverse effect, consistent with phased identification and evaluation efforts provided in Stipulations E.14 and 15, above.

H. Treatment of Adversely Affected Historic Properties

1. In avoiding, minimizing or mitigating adverse effects to historic properties from the GWD Project, or any facility or segment thereof, BLM, in consultation with SHPO, and in coordination with any Indian tribe that attaches religious and cultural significance to the adversely affected historic property and other consulting parties, shall determine the nature of effects to such properties. All treatment for adversely affected historic properties shall be done in a manner consistent with the Nevada State Protocol.

2. BLM, in consultation with the SHPO, shall ensure that, to the extent reasonably practicable, SNWA will avoid effects to historic properties through project design, redesign, relocation of facilities, or by other means.

3. Historic Properties Treatment Plan ("HPTP"). When avoidance is not feasible or reasonably practicable, BLM, in consultation with the SHPO and in coordination with SNWA, affected consulting Indian tribes and other consulting parties, shall ensure that an appropriate historic properties treatment plan ("HPTP") is developed to minimize, mitigate or otherwise resolve Project-related effects to historic properties.

4. In terms not inconsistent with this Agreement, the HPTP will establish an overall approach to mitigation and treatment, identifying key aspects and issues, including programmatic National Register eligibility issues, post-construction data recovery, tribal consultation and participation, and reporting measures, that will prove crucial in its implementation. The HPTP will review site significance issues and research domains for both prehistoric and historic-era resources, and will identify data recovery treatment options based on site type for prehistoric resources, and theme-specific property type for historic-era resources. The HPTP will present both pre- and post-construction data recovery plans, the latter recognizing that post-construction

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data recovery is appropriate for historic properties or segments of historic properties that will not be directly impacted by the Project. The HPTP will propose field and laboratory methods, and will also address cultural resources monitoring procedures and unanticipated discovery situations. The discovery plan in the HPTP will be consistent with, but may expand on, the procedures provided herein and describe the identification, protection, recording, treatment, notification, and reporting procedures associated with unanticipated archaeological finds. The discovery plan will provide a separate discussion for discovery situations involving human remains.

5. For properties eligible under Criteria A through C (36 C.F.R. § 60.4), mitigation and treatment activities other than archaeological data recovery will be considered in the treatment plan including, but not limited to, Historic American Building Survey / Historic American Engineering Record / Historic American Landscapes Survey (HABS/HAER/HALS) or other appropriate recordation or preparation of an oral history, historic markers, exhibits, interpretive brochures or publications, or similar historic or educational materials. Where appropriate, the HPTP shall include provisions describing the content and number of copies for a publication of treatment materials for the general public.

6. When data recovery is required as a condition of approval, BLM, in consultation with SHPO, shall develop, or ensure that SNWA develops treatment plans that are consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-37) and *Section 106 Archaeology Guidance* (ACHP, 2009).

7. BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in accordance with 36 C.F.R. § 79, in BLM-approved facilities. All materials slated for curation will be maintained in accordance with 36 C.F.R. § 79 until the relevant final treatment report is complete and collections are curated or returned to their owners. The BLM and SNWA shall encourage private owners to donate collections obtained from their lands to an appropriate BLM-approved curation facility. For ease of future research, BLM will encourage all artifacts collected from this Project to be curated at the same facility.

8. BLM shall consult with each consulting Indian tribe in accordance with the BLM Section 8120 Manual and Handbook, and with the SHPO, to develop treatment options for adversely affected historic properties, including TCPs, to which that tribe attaches religious and cultural significance

9. BLM shall ensure that all final reports resulting from treatment will be provided to the SHPO, and made available to consulting Indian tribes that attach religious and cultural significance to the treated property, and to other consulting parties. All such reports shall be consistent with contemporary professional standards and the Department of Interior's Formal Standards for Final Reports of Data Recovery Programs (42 FR 5377-79).

I. Unanticipated Discoveries

1. If previously unidentified cultural resources, except isolates as identified by a qualified archaeologist, are discovered during construction of the GWD Project, all project

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ground-disturbing activity within 100 meters (325 feet) of the discovery shall cease immediately and SNWA or its authorized representative shall secure the location of the discovery to prevent vandalism or other damage. Ground-disturbing activity in that area shall be suspended until BLM has evaluated the discovery and, for sites eligible for the National Register, assured the completion of any necessary mitigation or treatment measures, and issued a written Notice to Proceed. Discovered isolates will be reported to BLM in the final monitoring report.

2. SNWA shall notify BLM of the discovery promptly either by written or electronic communication (email or fax), or orally followed by written or electronic confirmation. Upon notification of a discovery, BLM shall make an assessment of the discovery's significance and integrity as soon as feasible, and if possible within 24 hours of notification. BLM shall also notify SHPO of the discovery by email, FAX or telephone. The BLM may make such assessment, and a determination of appropriate course of action, based upon a concise preliminary description and recommendation for the discovery from a qualified archeologist. BLM may request or gather additional information as it deems necessary, and may approve the restarting of some or all suspended activities based upon the information and recommendation received, BLM may condition the restarting of suspended activities as it deems appropriate. The reporting archeologist will prepare and transmit to BLM within 30 days a written report of the discovery and recommendations.

3. If the BLM determines that the discovery exhibits potential for National Register eligibility, the BLM shall notify the SHPO and any Indian tribe that the BLM determines may attach religious and cultural significance to the affected property within 48 hours of the discovery. The notification shall describe the BLM's assessment of National Register eligibility of the property, and proposed actions to resolve any adverse effect if the property is recommended eligible. The SHPO and Indian tribe(s) shall respond to BLM within 48 hours of notification. The BLM shall take into account their recommendations regarding eligibility and proposed actions, and then carry out appropriate actions. The BLM shall provide to the SHPO, Indian tribe(s) and the ACHP a report of the actions when completed.

4. BLM shall consult with the SHPO, affected consulting Indian tribes and consulting parties if BLM determines that mitigation is appropriate. BLM shall solicit comments from the SHPO, consulting Indian tribes and parties, as appropriate, to develop mitigation measures. Within two (2) business days of their notification, the SHPO, consulting Indian tribes and parties will provide BLM with comments or suggestions on mitigation. Within seven (7) business days of its notification of the need for mitigation, BLM will determine the mitigation required. BLM will notify the SHPO and affected consulting Indian tribes and consulting parties of its decision and ensure that such mitigation is implemented.

5. BLM shall require that reports of mitigation efforts are completed in a timely manner and that they conform to the standards of the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377-79). Drafts of such reports shall be submitted to the SHPO and affected consulting Indian tribes and consulting parties for a 35-day review and comment period as stipulated in Section J and as provided in the Nevada State Protocol. Final reports shall be submitted to the SHPO, consulting tribes and parties and the ACHP for informational purposes.

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6. Suspended activities in the area of the discovery may resume when BLM notifies SNWA in writing that objectives of the fieldwork phase of mitigation are achieved and activities can resume.

7. Prior to initiating construction of the GWD Project or segment, SNWA will provide to BLM, and to other consulting parties that so request, a list of its employees and contractors authorized to halt ground-disturbing activities in specified areas in discovery situations. At least one such authorized person will be present in the area during all ground-disturbing activities for the GWD Project, and that person will be responsible for notifying BLM of any qualifying discoveries.

J. Procedures and Time Frames

1. SNWA Submissions to BLM. BLM shall review and comment on any report submitted by SNWA within 35 calendar days of receipt, unless BLM agrees to comment in a shorter time, or requests additional time. BLM may issue a notice to proceed (NTP) for a given GWD Project element or segment immediately after BLM finds that the conditions in Stipulation K are met.

2. Unless otherwise agreed, final reports will be due to BLM by the following deadlines:

a. A draft final report of all identification/inventory and evaluation efforts within nine (9) months of the completion of the fieldwork associated with the activity.

b. A draft final report of all supplementary evaluation activities within twelve (12) months of the completion of the fieldwork associated with the activity.

c. A draft final report of all treatment or other treatment activities within twenty-four (24) months of the completion of the fieldwork associated with the activity.

d. BLM will distribute to SNWA, all consulting parties and all participating Indian tribes a copy of each draft final report described in this Stipulation within 10 days after BLM receives such report. Comments on each such draft final report are due to BLM and SNWA 35 days after the draft final report was first submitted to BLM. A final version of each report is due to BLM 60 days after expiration of the comment deadline, whether or not any comments on that report are received.

3. SHPO Consultation. Except for discovery situations, BLM shall submit the results of all identification or evaluation reports and treatment plans to the SHPO for a 35-calendar day review and comment period, measured from the date of SHPO receipt.

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4. Consulting Tribes and Parties. Concurrent with any SHPO submission (except in discovery situations), BLM shall provide to consulting Indian tribes and parties within the 35-calendar-day SHPO comment period an opportunity to comment on the substance of the submission by providing the person or tribe with copies of the submission and any other information that BLM identifies as appropriate for these parties to consider.

5. If the SHPO or any consulting Indian tribe or party fails to respond to BLM within the 35-calendar-day SHPO comment period, the BLM may presume concurrence with the BLM's findings or recommendations as detailed in the submission and proceed accordingly. BLM shall inform each consulting Indian tribe and consulting party of the practical and legal effect of their failing to respond or provide comment within the 35-calendar-day comment period.

6. Curation. Materials and artifacts to be curated (defined in Stipulation H.7) will be sent to a facility approved by the BLM that reasonably meets the procedural, security and quality standards in 36 C.F.R. Part 79, or to the owner, within 15 days of when the final report associated with that activity is accepted by the BLM. SNWA will provide to BLM copies of records confirming curation or transfer of possession within five business days of acceptance by the curatorial facility or owner.

K. Notices to Proceed ("NTPs")

When the BLM issues a ROW for the GWD Project, the ROW issued for such application shall provide for the issuance of a Notice to Proceed ("NTP"). The NTP may be issued for the entire project or portions thereof, after fulfillment of one of the following conditions:

a. BLM, in consultation with the SHPO, determines that no historic properties will be affected by construction of the facility or project segment described in the application; or

b. BLM, in consultation with the SHPO, determines that construction of the GWD Project facility or project segment described in the application will have no adverse effect to historic properties; or

c. BLM, in consultation with the SHPO, consulting Indian tribes and parties, determines that an appropriate treatment plan for the facility or segment described in the application has been implemented, and the following have all occurred:

   i. The fieldwork phase of the treatment plan has been completed;

   ii. BLM has accepted a summary description of the fieldwork performed and a reporting schedule for that work.

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L. Monitoring

1. BLM and the SHPO may monitor actions carried out pursuant to this Agreement.

2. BLM, in consultation with the SHPO, may identify areas of construction for segments or facilities that will require monitoring by a BLM-approved archaeologist. Areas requiring archeological monitoring shall be identified in the Class III survey and the geomorphological study. Work in areas so identified cannot proceed without a monitor in place, and the monitor shall be empowered to stop work as necessary to protect historic properties.

3. An Indian tribe that attaches religious and cultural significance to a historic property, including an eligible TCP, that may be adversely affected by construction of the GWD Project will be invited to monitor that construction.

M. Contact Persons

1. The appropriate persons authorized to speak for the signatories and invited signatory, respectively, and for making notifications, requests, reports or other contacts for or to the signatories and invited signatory, respectively, are listed in Appendix D. The appropriate persons for the same purposes authorized by the Identified Indian Tribes are listed in Appendix C, and for the other consulting parties are listed in Appendix E.

2. Any signatory, invited signatory, Identified Indian Tribe or other consulting party may add to or change its authorized contact person(s) by providing written notice of the addition or change to any BLM contact person listed in Appendix D. The written notice must come from either: (a) an authorized contact person for the relevant party listed in Appendices C, D or E; (b) the chief executive or governing body of the respective signatory, invited signatory, Identified Indian Tribe or consulting party; or (c) a person authorized in writing by such governing body to speak on its behalf.

3. BLM will notify all signing parties (or, prior to effectuation of this Agreement, all signatories, invited signatories, Identified Indian Tribes and invited concurring parties) whenever a contact person is added or changed as provided herein.

N. Other Considerations

1. Qualified Persons to Perform or Supervise Work. BLM shall ensure that historic, architectural, ethnographic, and archaeological work conducted pursuant to this Agreement is carried out by, or under the direct supervision of, persons meeting qualifications set forth in the Secretary of the Interior's Professional Qualification Standards (36 C.F.R. § 61) or who have been permitted for such archaeological work on public lands, by the BLM.

2. SNWA Personnel Shall Not Engage in Illegal Collection or Damage to Historic Resources. SNWA, in cooperation with BLM and the SHPO, shall ensure that all its personnel,

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and all the personnel of its contractors and their subcontractors, that will perform work on the GWD Project, are directed not to engage in the illegal collection, damage or vandalism of historic and prehistoric resources. SNWA shall cooperate with the BLM to ensure compliance with ARPA for facilities and segments located on public lands, and with Nevada Revised Statutes Chapter 381 (Nevada Antiquities Law) for facilities and segments located on state lands.

3. Mitigation Costs and Possible Enforcement Action for Unauthorized Damage to Historic Properties. Should damage to historic properties occur during the period of construction, installation, operation or maintenance of the Project due to any unauthorized intentional, inadvertent or negligent actions on the part of the SNWA, their employees, contractors or any other Project personnel, SNWA shall be responsible for costs of required rehabilitation or mitigation. In addition, BLM may refer or pursue any investigative or enforcement action allowed or required under federal law, including under ARPA.

4. SNWA Responsibility for Costs of Identification, Treatment and Mitigation. SNWA shall bear the expense of identification, evaluation, assessment, and treatment or mitigation activities for all historic properties directly, visually or indirectly affected by the GWD Project. Such costs shall include, but not be limited to, pre-field planning, field work, post-fieldwork analysis, research and report preparation, interim and summary report preparation, publications for the general public, and the cost of curating project documentation and artifact collections. It is understood that the BLM may decide not to approve the ROWs and land disposal applications for the GWD Project. Prior to any BLM decision to approve or disapprove the applications, SNWA has agreed to bear the expense of the identification and evaluation of cultural properties required as part of the cultural resources surveys necessary to obtain information for any compliance required of BLM under the National Environmental Policy Act ("NEPA") and any documentation therefore, including a draft or final Environmental Impact Statement, or Record of Decision.

5. Applicant's Responsibilities in Case of Application Withdrawal Prior to Decision. If the BLM disapproves the application(s), or if SNWA abandons or withdraws any pending application for ROW prior to a BLM decision, then SNWA shall incur no further expense for evaluation or treatment for any cultural properties, except SNWA must complete, and submit a report for, any inventory, treatment or post-fieldwork activities already initiated and ongoing at the time of the withdrawal, termination or disapproval, as identified by the BLM. In the case of inventory, a complete report with completed site forms would be required. For evaluation, mitigation or treatment, a report on the completed work with full analysis and curation of materials would be required.

6. Applicant's Responsibilities in Case of Project Termination after Issuance of NTP(s). In the event SNWA terminates the GWD Project after BLM has issued one or more NTPs, SNWA shall complete and submit reports for any inventory or treatment activity already initiated and ongoing for a given Project segment at the time of termination where such completion is expressly required under the terms of the applicable NTP.

7. Activities Outside the ROW. Identification, evaluation, assessment, mitigation and treatment efforts may extend beyond the geographic limits of the ROW as described herein

when the historic property being considered extends beyond the ROW, and that area is reasonably, legally and safely accessible to SNWA and its consultants for any such activity. In most cases, no identification, evaluation, assessment, mitigation or treatment efforts will be required in areas outside of the ROW, beyond that necessary to review records and gather historic data for the completion of the Section 106 process as provided herein. In cases involving historic properties eligible for the NRHP under Criteria A, B, or C, mitigation may extend beyond the ROW or easement boundary, but only as provided herein, and such treatment or mitigation may be conducted after commencement or conclusion of construction, as BLM in its discretion may approve.

8. Confidentiality. Information on the location and nature of all cultural resources, and all information considered to be proprietary by Indian tribes, will be held confidential to the extent provided for by section 304 of the NHPA (16 U.S.C. § 470w-3; 36 C.F.R. § 800.11(c)), section 9 of ARPA (16 U.S.C. § 470hh; 43 C.F.R. § 7.3), and other applicable federal laws.

9. Discovered Human Remains or NAGPRA Cultural Items. The BLM shall ensure that any human remains, funerary objects, items of cultural patrimony, or sacred objects, encountered during the GWD Project are treated with the respect due such materials. Native American human remains and associated grave offerings found on federal land will be handled according to the provisions of Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*) (NAGPRA) and its implementing regulations (43 C.F.R. § 10). Native American human remains and associated grave offerings found on state or private land will be handled according to the provisions of Nevada Revised Statutes (NRS) Chapter 383 (Historic Preservation and Archaeology). All other instances of discovered human remains not addressed by Federal or state laws will be managed as determined by BLM, in consultation with SHPO, ensuring treatment with respect due such human remains and related materials.

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O. Dispute Resolution

1. If any signing party to this Agreement objects to any activities proposed pursuant to the terms of this Agreement, BLM shall consult with the objecting party, SNWA and the other signatories to resolve the issue.

2. The BLM Nevada State Director will have the authority to make a final determination for any objection (except for disagreements on National Register eligibility, findings of effect, or treatment) that cannot be resolved by local consultation.

3. Disagreements on recommendations, conclusions or consensus determinations, of National Register eligibility which cannot be resolved through the dispute resolution process will be resolved by the Keeper of the National Register.

4. Issues relating to BLM's findings of effect, resolution of adverse effects or their treatment, which cannot be resolved with BLM to the satisfaction of the disputing party(ies), may be referred to the ACHP for review and comment.

5. Pending resolution of a dispute addressed under this stipulation, the signatories may continue with those actions under this PA that are not the subject of dispute.

P. Two-Year Review Meetings

1. BLM shall convene a meeting of the signing parties at least once every two years on or about the anniversary of the effective date of this Agreement, or at other times as may be determined by the BLM to be necessary or appropriate, which may include when requested by a signing party. Meetings may be deferred if there are no active cultural resources-related activities associated with the Project, as agreed by the signatories.

2. Each such meeting will assess and evaluate the performance of this Agreement in: (1) completing the Section 106 process for of the GWD Project as provided in this Agreement; (2) identifying and protecting historic properties, including historic properties or TCPs of religious and cultural significance to one or more Indian tribes, potentially affected by the Project; and (3) facilitating the participation and involvement of Indian tribes, interested parties and the public, and further, such meeting may address the possible improvement or streamlining of procedures under this Agreement, or any other issues of concern or implementation regarding this Agreement.

Q. Amending This Agreement

Any signing party that determines that any term of this Agreement will not be, is not being, or cannot be, carried out, or that sees the need for an amendment to improve or clarify the functioning of this Agreement or for any other reason, may consult with the four signatories to attempt to develop an amendment or agree on another way to resolve the issue. If after thirty (30) days from initiation of consultation, agreement among the four signatories on an amendment cannot be reached, consultation on the amendment may be abandoned with no effect on this Agreement, or any signatory or invited signatory may terminate the PA upon 30-day's written notification to the other signatories as provided in Stipulation R. This Agreement will remain in effect, and the section 106 review of the GWD Project will be unaffected, during the period of consideration of a proposed but unadopted amendment.

R. Terminating This Agreement

Any signatory or invited signatory to this Agreement may terminate the Agreement by providing thirty (30) days written notice to the other signatories and invited signatory, provided that the signatories and invited signatory shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

S. Execution and Renewal

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1. Execution by the four signatories and implementation of this Agreement evidences that the BLM and the Corps have satisfied their Section 106 responsibilities for all actions associated with the construction, installation, operation or maintenance of the GWD Project.

2. In the event that the parties do not carry out the requirements of this Agreement, or if it is terminated, Section 106 review of any segment of the GWD Project requiring a BLM ROW or land agreement shall be governed by the provisions of the Nevada State Protocol.

3. This Agreement shall become effective on the date on which the Agreement has been executed by all four signatories, and shall remain in effect for a period of ten (10) years; or until terminated as provided in Stipulation R; or until the completion of the full buildout of the GWD Project and its associated components, whichever is later. The failure or refusal of any invited concurring party to sign this Agreement will not invalidate or otherwise affect this Agreement.

4 This Agreement may be signed in counterparts and the executed Agreement, and each signature, will be effective and binding just as if all signing parties had signed the same document. After execution by each signatory, and signing by the invited signatory, each shall transmit five counterpart copies originally signed by that party to BLM. BLM will notify the ACHP when the other signatories have executed, and the invited signatory has signed, the Agreement. The ACHP may then execute the Agreement and shall then transmit five copies originally signed by the ACHP to BLM.

5. After all signatories and the invited signatory have signed the final Agreement, BLM shall prepare and distribute to each signatory and the invited signatory one copy of the final Agreement containing the original counterpart signatures of all signatories and the invited signatory.

6. Signatures by Concurring Parties. Each invited concurring party may sign a counterpart copy of the final Agreement and transmit one copy of the Agreement originally signed by that party to BLM. BLM will notify each signatory, the signing invited signatory and each signing concurring party when any concurring party has signed this Agreement. BLM will transmit to each signing concurring party a copy of this Agreement containing photocopy(ies) of the signatures of the signing parties to that time.

7. BLM will maintain at least one master copy (or set of copies) of this executed Agreement with all of the original signatures of all signing parties, respectively. BLM shall prepare and distribute to all signing parties a copy of the full Agreement containing at the appropriate place with the other signature pages a copy of each signature page containing a different signature of any of the signing parties, as such signature appears on each respective originally signed signature page.

8. Renewal. The signatories may renew this Agreement, either with or without any amendments that may be adopted as provided in Stipulation Q, for a period not to exceed an additional ten years, by written agreement executed by the four signatories. SNWA will be

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invited to be a signatory for any renewal of this Agreement. All signing Indian Tribes and concurring parties will be invited to concur in any renewal of this Agreement. Six months before the tenth anniversary of the execution of this Agreement, BLM will invite the signing parties to discuss whether this Agreement should be renewed.

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SIGNATORIES

BUREAU OF LAND MANAGEMENT

By: _____ Date: _____

Name: Amy Lueders

Title: Acting BLM Nevada State Director

U.S. ARMY CORPS OF ENGINEERS

By: _____ Date: _____

Name: _____

Title: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

Name: John M. Fowler

Title: Executive Director

NEVADA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____

Name: Rebecca Palmer

Title: Deputy Nevada State Historic Preservation Officer

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INVITED SIGNATORY

SOUTHERN NEVADA WATER AUTHORITY

By: _____ Date: _____

Name: Pat Mulroy

Title: General Manager

APPROVED AS TO FORM:

_____

John J. Entsminger, Deputy General Counsel

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CONCURRING PARTIES

[BLM has invited the following Identified Indian Tribes and consulting parties to concur in this Agreement. Those that agree to do so will sign this Agreement and be acknowledged as a concurring party]

ARCHAEO-NEVADA SOCIETY

By: _____ Date: _____

Name: Kevin Rafferty

Title: Chair

BUREAU OF INDIAN AFFAIRS, WESTERN REGIONAL OFFICE

By: _____ Date: _____

Name:

Title:

CHEMEHUEVI INDIAN TRIBE OF THE CHEMEHUEVI RESERVATION

By: _____ Date: _____

Name: Charles Wood

Title: Chair

COLORADO RIVER INDIAN TRIBES OF THE COLORADO RIVER INDIAN RESERVATION

By: _____ Date: _____

Name: Eldred Enas

Title: Chair

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By: _____ Date: _____

Name: Amos Murphy

Title: Chair

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DEATH VALLEY TIMBI-SHA SHOSHONE BAND OF CALIFORNIA

By: _____ Date: _____

Name: Joe Kennedy

Title: Chair

DUCKWATER SHOSHONE TRIBE OF THE DUCKWATER RESERVATION

By: _____ Date: _____

Name: Virginia Sanchez

Title: Chairwoman

ELY SHOSHONE TRIBE OF NEVADA

By: _____ Date: _____

Name: Alvin Marques

Title: Chair

FORT MOJAVE INDIAN TRIBE OF ARIZONA, CALIFORNIA AND NEVADA

By: _____ Date: _____

Name: Tim Williams

Title: Chair

GREAT BASIN NATIONAL HERITAGE AREA PARTNERSHIP

By: _____ Date: _____

Name: Dan Gooch

Title: Director

GREAT BASIN NATIONAL PARK

By: _____ Date: _____

Name: Andrew Ferguson

Title: Park Superintendent

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HUALAPAI INDIAN TRIBE OF THE HUALAPAI INDIAN RESERVATION, ARIZONA

By: _____ Date: _____

Name: Wilfred Whatoname, Sr.

Title: Chair, Hualapai Tribal Council

KAIBAB BAND OF THE PAIUTE INDIANS OF THE KAIBAB INDIAN RESERVATION

By: _____ Date: _____

Name: Timothy L. Rogers

Title: Chair

LAS VEGAS TRIBE OF PAIUTE INDIANS OF THE LAS VEGAS INDIAN COLONY

By: _____ Date: _____

Name: Benny Tso

Title: Chair

MOAPA BAND OF PAIUTE INDIANS OF THE MOAPA RIVER INDIAN RESERVATION

By: _____ Date: _____

Name: William Anderson

Title: Chair

NEVADA ROCK ART FOUNDATION

By: _____ Date: _____

Name: Angus Quinlan

Title: Executive Director

PAIUTE INDIAN TRIBE OF UTAH

By: _____ Date: _____

Name: Jeanine Borchardt

Title: Chairwoman

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PRESERVE NEVADA

By: _____ Date: _____

Name: Senator Richard Bryan

Title: Chair

SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY RESERVATION

By: _____ Date: _____

Name: Robert Bear

Title: Chair

TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS OF NEVADA

By: _____ Date: _____

Name: Bryan Cassadore

Title: Chair

U.S. FISH AND WILDLIFE SERVICE

By: _____ Date: _____

Name:

Title: Nevada State Supervisor

YOMBA SHOSHONE TRIBE OF THE YOMBA RESERVATION

By: _____ Date: _____

Name: James Birchim

Title: Chair

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Appendix A

Glossary of Terms

1. **Adverse effect.** An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register.

2. **Archaeological site.** *See* "Site."

3. **Area of potential effects (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 area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

4. **ARPA.** The Archaeological Resources Protection Act of 1979 (16 U.S.C. §§ 470aa-470mm**).**

5. **Class I Inventory.** A Class I inventory comprises a review of agency and SHPO database records (including the Nevada Cultural Resources Inventory System ("NVCRIS"), GLO plat maps, the BLM's Master Title Plats/Historic Index, the National and State Registers of Historic Places, National Historic Trails and historic maps, and an intensive review of agency archives, pertinent historic records and publications.

6. **Class III survey**. A continuous, intensive survey of an entire target area, aimed at locating and recording all archaeological properties that have surface indications, by walking close-interval parallel transects until the area has been thoroughly examined. Class III methods vary geographically, conforming to the prevailing standards for the region involved.

7. **Consultation**. The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process.

8. **Consulting Indian tribe**. An Indian Tribe that attaches religious and cultural significance to a historic property potentially affected by the Project and that has expressed its intention to participate in Project section 106 review.

9. **Cultural resource.** A definite location of human activity, occupation, or use identifiable through field inventory (survey), historical documentation, or oral evidence. The term includes archaeological, historic, or architectural sites, structures, or places with

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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 (Cf. “traditional cultural property”; see "definite location".). Cultural resources are concrete, material places and things that are located, classified, ranked, and managed through the system of identifying, protecting, and utilizing for public benefit described in the BLM Manual. They may be but are not necessarily eligible for the National Register. (*See* "historic property.”)

10. **Cumulative effects.** Effects on a historic property which result from the incremental impact of an undertaking, such as the GWD Project, 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. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

11. **Definite location**. Having discernible, mappable, more or less exact limits or boundaries, on a scale that can be established by a survey crew using conventional sensing and recording equipment, by an informant's direct on-the-ground indication, or by precise placement in a documentary source (*see* "cultural resource").

12. **Effect**. An alteration of the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

13. **Direct effects**. Effects that are caused by an undertaking such as the GWD project and which occur at the same time and place.

14. **GWD Project lands.** Areas within the temporary and permanent ROWs granted by the BLM over public lands, or any area of easement, lease, purchase or ROW granted to SNWA on state, private or other Federal lands, where any element of the GWD Project is to be located, or where ground-disturbing activities or construction are planned for the GWD Project, which may include but are not limited to: (1) newly constructed or graded access roads; (2) areas identified for the staging of materials or storage of heavy equipment; and (3) areas identified for the excavation or deposition of borrow material.

15. **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 religious and cultural importance to an Indian tribe that meet the National Register criteria for eligibility.

16. **HPTP.** Historic Property Treatment Plan.

17. **Identified Indian Tribe**. A federally recognized Indian tribe that that has religious or cultural ties to, or whose direct ancestors had historic or pre-historic religious or cultural ties to, GWD Project areas, and based on such ties, may attach religious and cultural significance to historic properties, including TCPs, that may be affected by the GWD Project.

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18. **Indian tribe**. An Indian tribe, band, nation or other organized group or community, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

19. **Indirect effects.** Effects that are caused by an undertaking, such as the GWD Project, and are later in time or farther removed in distance, but are still reasonably foreseeable. Indirect effects may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate.

20. **Isolate artifact.** A single artifact or pieces from a single artifact, i.e., ten pieces of glass from a single bottle. An isolate artifact is considered single and unassociated when separated by 30 meters or more from any other artifact. For example, two flakes of the same or different raw material separated by 29 meters would be documented as a site. Ten pieces of glass from a single bottle spread across 31 meters would be an isolate. Isolates will not be recorded on a site form, but will be listed in a table designated by number, description, and location.

21. **Isolated or unassociated feature.** A single feature unassociated with other features or artifact scatters that are undatable; e.g. a prospect pit, a claim marker, an adit, or a shaft. An isolated or unassociated feature is considered single and unassociated when separated by 30 meters or more from any other feature or artifact. If these features are elements to a historic district, they are not isolated or unassociated. In addition, if an isolated feature is unique because of its construction (elaborate stonework claim marker) or distinctive qualities, the feature has to be evaluated for eligibility. Isolated features that have potential data (fire hearth) need to be evaluated for eligibility. Isolated or unassociated features need not be recorded on a site form, but will be listed in a table designated by number, description, and location.

22. **Keeper.** The Keeper of the National register of historic places. The Keeper is the individual who has been delegated the authority by the National Park Service to list properties and determine their eligibility for the National Register.

23. **NAGPRA.** The Native American Graves protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*)**.**

24. **National Register**. The National Register of Historic Places maintained by the Secretary of the Interior.

25. **National Register criteria**. Criteria developed by the Secretary of the Interior for use in evaluating the eligibility of properties for the National Register (36 C.F.R. Part 60).

26. **NHPA.** The National Historic Preservation Act of 1966 (16 U.S.C. § 470 *et seq.*).

27. **NTP.** Notice to proceed.

28. **Secretary.** The Secretary of the United States Department of the Interior.

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29. **SHPO.** *See* State Historic Preservation Officer.

30. **Signing party.** Any signatory, invited signatory, Identified Indian Tribe and any invited concurring party that signs this Agreement, referred to collectively as the "signing parties."

31. **Site.** A location where one can reasonably infer from physical remains or other physical evidence that a purposeful human activity took place. The minimum criterion for defining archaeological sites, requiring use of the IMACS site record, is that sites should contain remains of past human activity that are at least 50 years old.

32. **State Historic Preservation Officer ("SHPO")**. The official appointed or designated pursuant to section 101(b)(1) of the NHPA to administer the State historic preservation program or a representative designated to act for the State historic preservation officer.

33. **TCP**. A traditional cultural property.

34. **THPO**. Tribal Historic Preservation Officer.

35. **Traditional cultural property ("TCP").** A historic property that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. A traditional cultural property may qualify for the National Register if it meets the criteria and criteria exceptions at 36 C.F.R. § 60.4. *See* National Register Bulletin 38.

36. **Tribal Historic Preservation Officer ("THPO").** The tribal official appointed by the tribe's chief governing authority, or designated by a tribal ordinance or preservation program, who has assumed the responsibilities of the SHPO for purposes of section 106 compliance on tribal lands in accordance with section 101(d)(2) of the NHPA.

37. **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.

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Appendix B

Proposed GWD Project Facilities and Anticipated Future Facilities

The following lists summarize the currently proposed and anticipated future facilities that are part of the GWD Project and covered under this Agreement.

Proposed GWD Project Facilities

SNWA has requested ROWs from the BLM to construct the following proposed facilities:

- Pipelines – approximately 306 miles of buried water pipelines, between 30 and 96 inches in diameter
- Pumping Stations – 5 pumping station facilities
- Regulating Tanks – 6 regulating tanks, each approximately 3 to 10 million gallons in capacity
- Pressure Reducing Stations - 3 facilities
- Buried Storage Reservoir – a 40 million gallon buried storage reservoir
- Water Treatment Facility (WTF) – a 165 million gallon per day facility
- Power Facilities – approximately 323 miles of 230 kilovolt (kV), 69 kV, and 25 kV overhead power lines, 2 primary electrical substations (230 to 69 kV), 5 secondary substations (69 to 25 kV)
- Temporary and permanent access roads

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Anticipated Future GWD Project Facilities

Future facilities will be required to develop permitted groundwater rights and convey them to the primary conveyance facilities. The final locations of the groundwater production wells and associated facilities to convey water into the primary system have not yet been determined. The wells will be located based on several factors, which include but are not limited to geology, hydrology, well interference studies, environmental issues, existing senior water rights, and proximity to main and lateral pipelines. Production well locations are also subject to approval by the Nevada Division of Water Resources, Office of the State Engineer (Nevada State Engineer). Since the specific location of these facilities cannot currently be identified, SNWA has not yet requested ROW for them from the BLM. However, assumptions regarding the number of wells, length of collector pipelines, and other needed facilities have been made by SNWA so that BLM can conduct a programmatic-level environmental impact analysis of construction and operation of future facilities in addition to the site-specific analysis of proposed ROWs for primary facilities.

SNWA anticipates that future facilities will include:

- Groundwater Production wells – estimated between 144 and 174 wells
- Collector Pipelines – estimated between 177 and 434 miles, 10 to 30 inches in diameter
- Pumping Stations - 2 facilities
- Power Facilities – estimated between 177 and 434 miles of 25kV overhead power lines, 2 secondary substations, and 3 hydroturbine energy recovery facilities.

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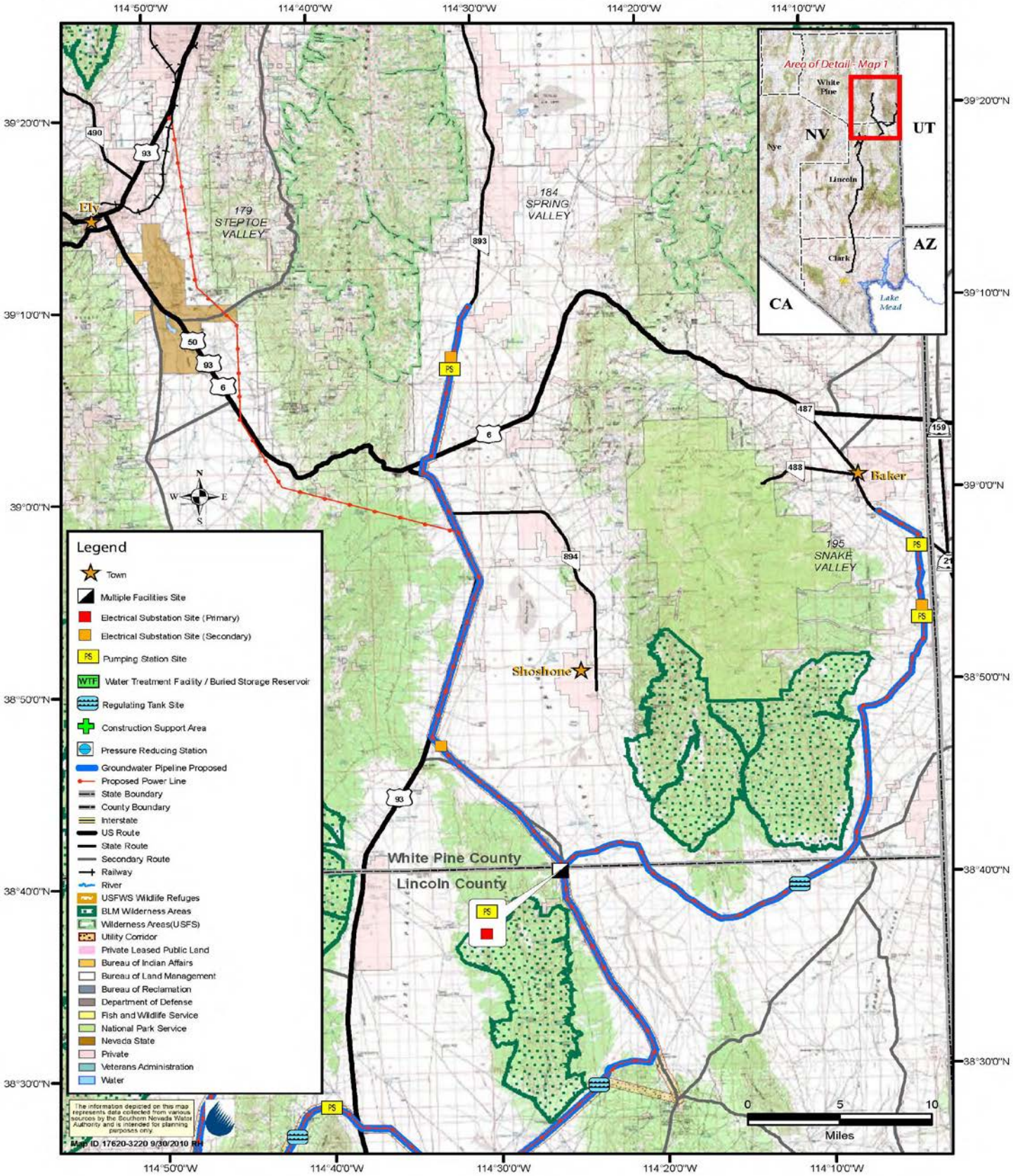
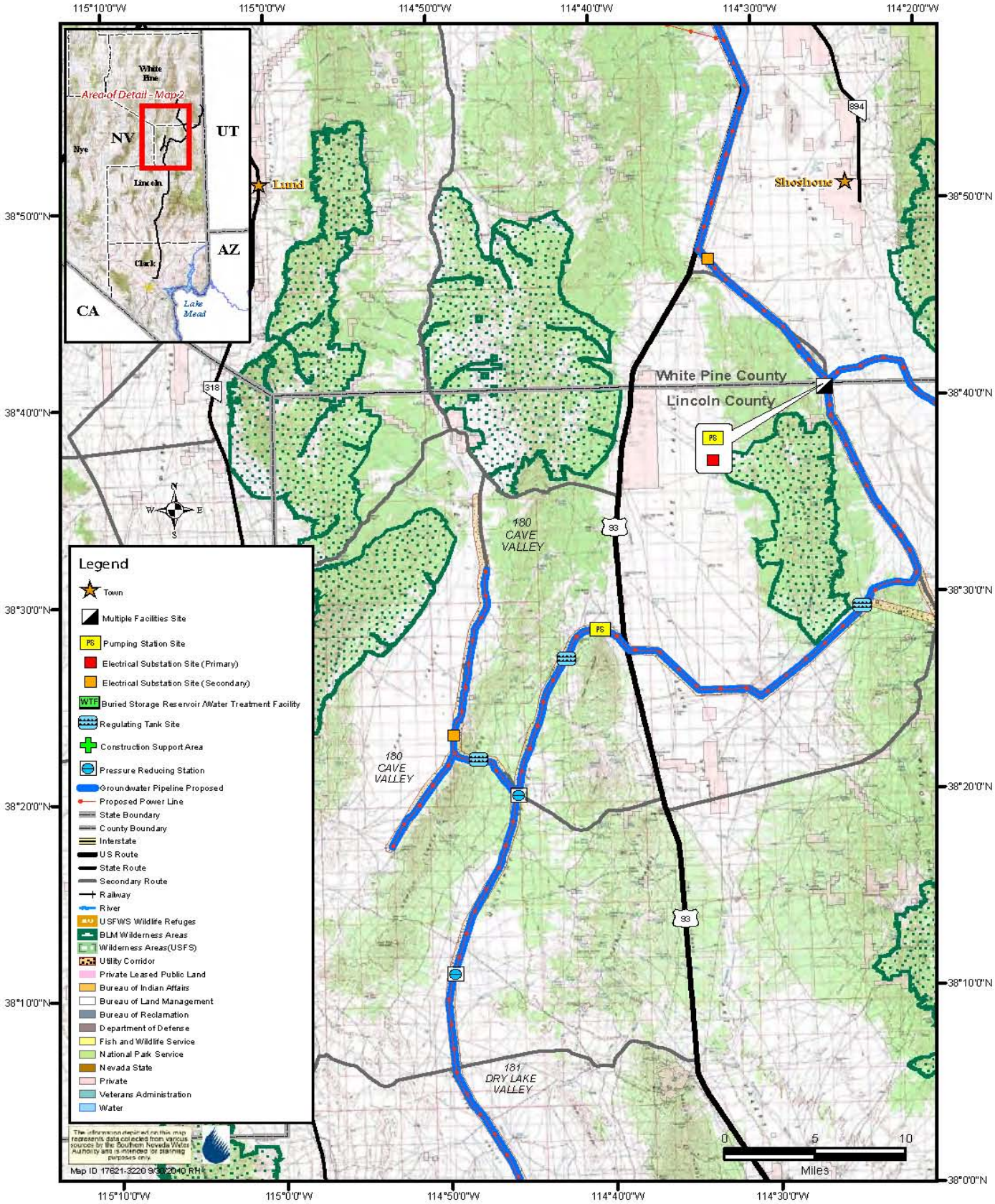
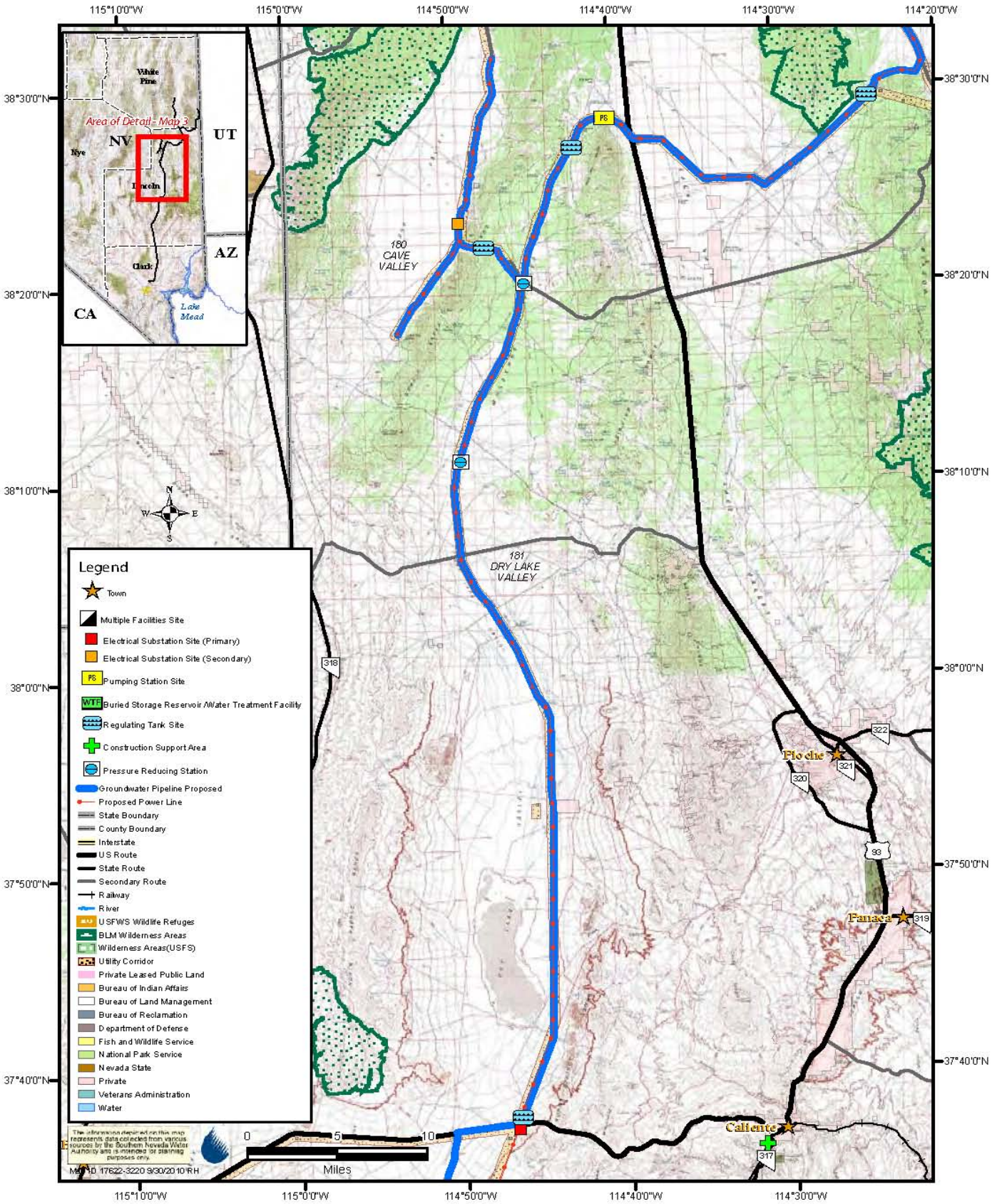
SNWA Clark, Lincoln and White Pine Counties Groundwater Development Project - Map 1 of 5



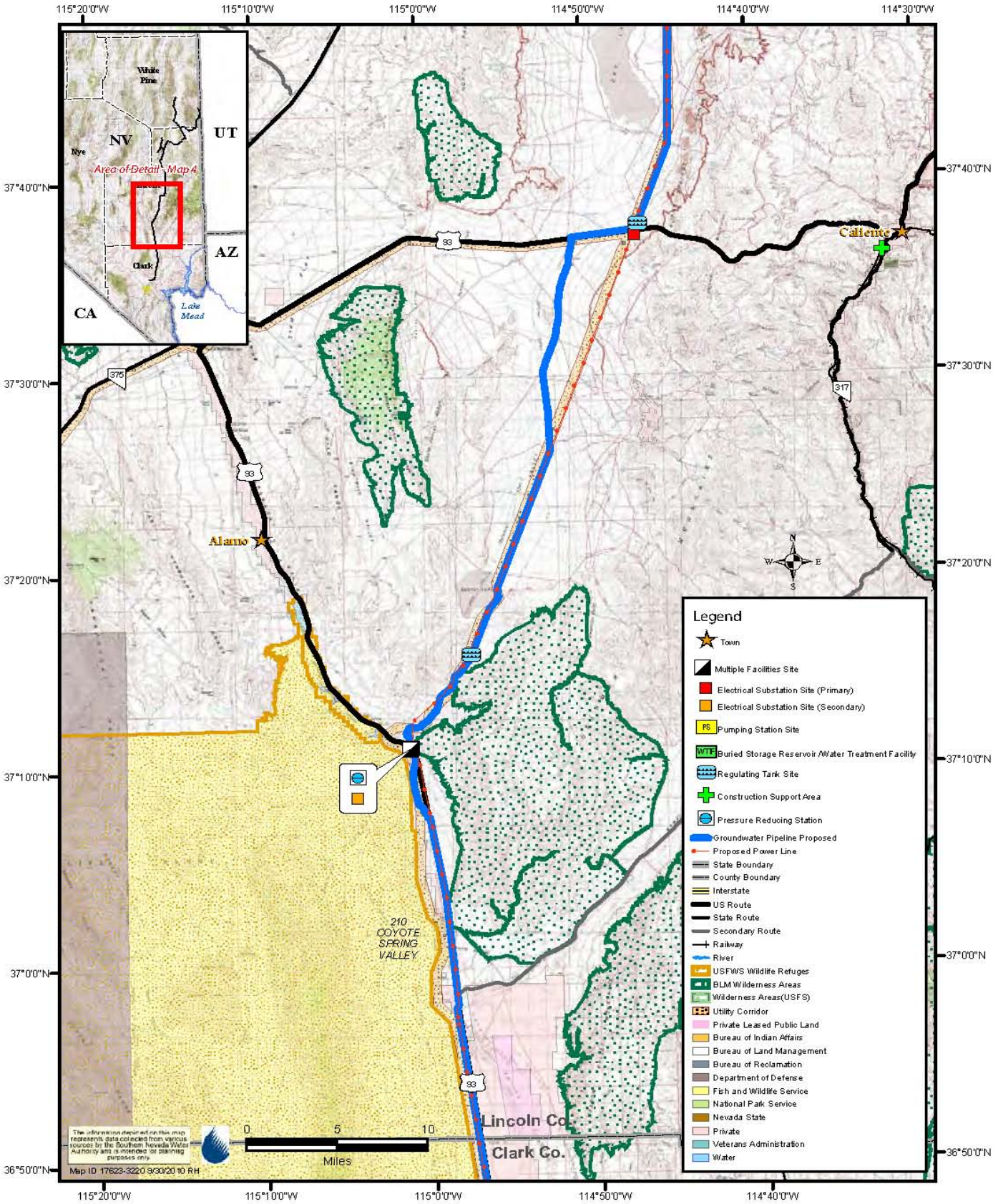
SNWA Clark, Lincoln and White Pine Counties Groundwater Development Project - Map 2 of 5



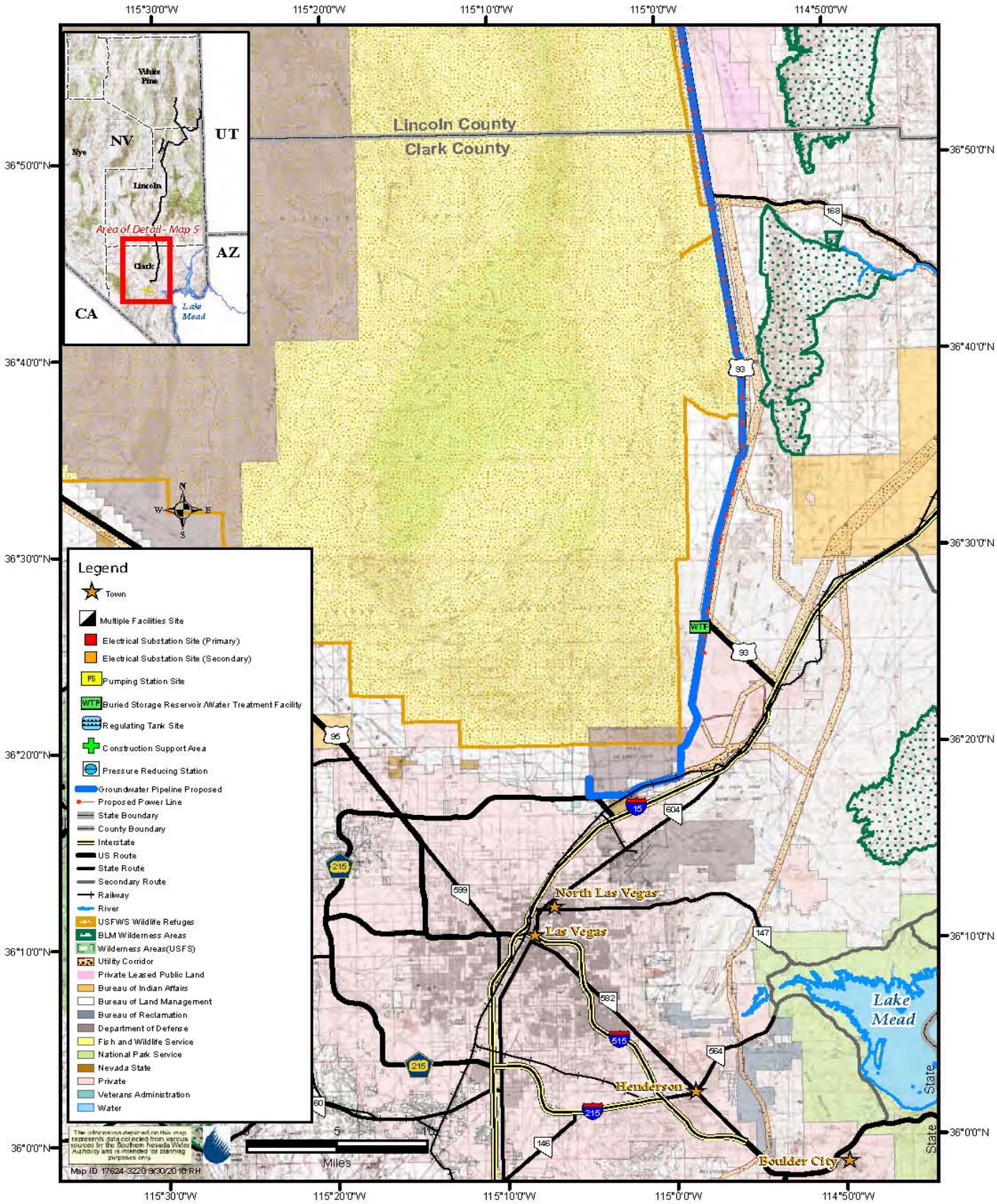
SNWA Clark, Lincoln and White Pine Counties Groundwater Development Project - Map 3 of 5



SNWA Clark, Lincoln and White Pine Counties Groundwater Development Project - Map 4 of 5



SNWA Clark, Lincoln and White Pine Counties Groundwater Development Project - Map 5 of 5



Appendix C

List of Identified Indian Tribes for Section 106 Review and Tribal Consultation

As of January 1, 2011

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1. Chemehuevi Indian Tribe of the Chemehuevi Reservation, California

Charles Wood, Chair
Chemehuevi Indian Tribe of the Chemehuevi Reservation
PO Box 1976
Havasu Lake, CA 92363

2. Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California

Eldred Enas, Chair
Colorado River Indian Tribes of the Colorado River Indian Reservation
26600 Mohave Road
Parker, AZ 85344

3. Confederated Tribes of the Goshute Reservation, Nevada and Utah

Amos Murphy, Chair
Confederated Tribes of the Goshute Reservation
PO Box 6104
Ibapah, UT 84034

4. Death Valley Timbi-Sha Shoshone Band of California

Joe Kennedy, Chair
Death Valley Timbi-Sha Shoshone Band of California
PO Box 206
900 Indian Village Road
Death Valley, CA 92328

5. Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada

Virginia Sanchez, Chairwoman
Duckwater Shoshone Tribe of the Duckwater Reservation
PO Box 140068
Duckwater, NV 89314

6. Ely Shoshone Tribe of Nevada

Alvin Marques, Chair
Ely Shoshone Tribe of Nevada
400 B Newe View
Ely, NV 89301

7. Fort Mojave Indian Tribe of Arizona, California and Nevada

Tim Williams, Chair
Fort Mojave Indian Tribe of Arizona, California and Nevada
500 Merriman Avenue
Needles, CA 92363

8. Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona

Wilfred Whatoname, Sr., Chair
Hualapai Tribal Council
Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
P.O. Box 179
Peach Springs, Arizona 86434

9. Kaibab Band of the Paiute Indians of the Kaibab Indian Reservation, Arizona

Timothy Rogers, Chairwoman
Kaibab Band of the Paiute Indians of the Kaibab Indian Reservation
HC 65, Box 2
Fredonia, AZ 86022

10. Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada

Benny Tso, Chair
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony
One Paiute Drive
Las Vegas, NV 89106

11. Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada

William Anderson, Chair
Moapa Band of Paiute Indians of the Moapa River Indian Reservation
PO Box 340
Moapa, NV 89025

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12. Paiute Indian Tribe of Utah (consisting of Cedar City Band of Paiutes, Kanosh Band of Paiutes, the Koosharem Band of Paiutes, Indian Peak Band of Paiutes, and Shivwits Band of Paiutes)

Jeanine Borchardt, Chairwoman
Paiute Indian Tribe of Utah
440 N Paiute Drive
Cedar City, UT 84720-2613

13. Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada

Robert Bear, Chair
Shoshone-Paiute Tribes of the Duck Valley Reservation
PO Box 219
Owyhee, NV 89832

14. Te-Moak Tribe of Western Shoshone Indians of Nevada (consisting of four constituent bands: (1) Battle Mountain Band; (2) Elko Band; (3) South Fork Band; and (4) Wells Band)

Bryan Cassadore, Chair
Te-Moak Tribe of Western Shoshone Indians of Nevada
525 Sunset Street
Elko, NV 89801

15. Yomba Shoshone Tribe of the Yomba Reservation, Nevada

James Birchim, Chair
Yomba Shoshone Tribe
HC 61 Box 6275
Austin, NV 89310

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Appendix D
Signatory Contact List

Bureau of Land Management:

For White Pine and Lincoln Counties:

Shawn Gibson, Archeologist
Ely District Office (Schell Field Office)
702 North Industrial Way
HC33, Box 33500
Ely NV 89301
775.289.1884
shawn_gibson@blm.gov

For Clark County:

Susanne Rowe, Archeologist
Southern Nevada District Office
4701 Torrey Pines Drive
Las Vegas NV 89130
702.515.5067
susanne_rowe@blm.gov

State Historic Preservation Officer:

Rebecca Lynn Palmer, Review and Compliance Officer/Archeologist
100 N Stewart Street
Carson City NV 89701
775.684.3443
Rebecca.Palmer@nevadaculture.org

U.S. Army Corps of Engineers:

Patricia McQueary
St. George Regulatory Office
321 N. Mall Dr., Suite L-101
St. George UT 84790
435-986-3979
Patricia.L.Mcqueary@usace.army.mil

Advisory Council on Historic Preservation:

Nancy Brown
1100 Pennsylvania Avenue NW, Room 803
Washington DC 20004-2501
202.606.8582
nbrown@achp.gov

Southern Nevada Water Authority:

Lisa Luptowitz, Senior Environmental Planner
P.O. Box 99956
Las Vegas NV 89193
702.862.3789
lisa.luptowitz@snwa.com

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APPENDIX E

Consulting Parties Contact List

Organization and Address	Contacts	Position	Email	Phone
Preserve Nevada 1608 Houssels Avenue Las Vegas, NV 89104	Courtney Mooney Senator Richard Bryan	Board Member Chairman	cmercedes@juno.com	702.229.5260
Nevada Rock Art Foundation 641 Jones Street Reno, NV 89503	Gus Quinlan Pat Barker	Executive Director President of Board of Directors	arquinlan@nvrockart.org barkerj@unr.edu	775.323.6723 775.721.0110
White Pine County Board of County Commissioners 953 Campton Street Ely, NV 89301	Gary Parea	White Pine County Commissioner	gary_parea@hotmail.com	775.234.7300
National Park Service Great Basin Natl Park 100 Great Basin National Park Baker, NV 89311-9700	Andy Ferguson Eva Jensen	Superintendent Cultural Resources Program Mgr	AJFerguson@nps.gov ejensen@nps.gov	775.234.7331 x202 775.234.7331 x255
Bureau of Indian Affairs Western Regional Office 2600 N Central Ave Phoenix, AZ 85004-3008	Garry Cantley	Regional Archeologist	Garry.Cantley@bia.gov	602.379.6750
Great Basin National Heritage Area Partnership P.O. Box 78 Baker, NV 89311	Denys Koyle Dan Gooch	President of the Board Director	borderinn@aol.com	775.234.7300
U.S. Fish and Wildlife Service 1340 Financial Blvd Reno, NV 89502	Louann Speulda-Drews	Archeologist	louann_speulda-drews@fws.gov	775.861.6335
Archaeo-Nevada Society Department of Human Behavior, W246K College of Southern Nevada 6375 W Charleston Blvd Las Vegas, NV 89146	Kevin Rafferty	Chairman	kevin.rafferty@csn.edu	702.651.5715

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