

1 **FINAL DRAFT**
2 **Programmatic Agreement**
3 **Among**
4 **The Bureau of Land Management**
5 **The Arizona State Historic Preservation Officer**
6 **The New Mexico State Historic Preservation Officer**
7 **The Advisory Council on Historic Preservation**
8 **The United States Army Corps of Engineers**
9 **The Bureau of Indian Affairs, San Carlos Irrigation Project**
10 **The Bureau of Reclamation**
11 **The New Mexico State Land Office**
12 **The New Mexico Department of Transportation**
13 **The Arizona State Museum**
14 **The Arizona State Land Department**
15 **The Arizona Department of Transportation**
16 **And**
17 **SunZia Transmission, LLC**
18 **Regarding the**
19 **SunZia Southwest Transmission Project**

- 20 **1. Whereas,** SunZia Transmission, LLC, intends to construct, operate and maintain the SunZia
21 Southwest Transmission Project (Undertaking) according to general parameters contained in
22 the project Plan of Development (POD), summarized in the Undertaking Description
23 (Attachment 1) and;
- 24 **2. Whereas,** the BLM intends to issue a right-of-way grant for the construction, operation and
25 maintenance of the SunZia Southwest Transmission Project, and the right-of-way grant will
26 reference this PA; and
- 27 **3. Whereas,** this Programmatic Agreement (PA) and the Historic Properties Treatment Plan
28 (HPTP) that will be developed pursuant to this PA will be incorporated into the POD; and
- 29 **4. Whereas,** the New Mexico State Office of the Bureau of Land Management (BLM) is a
30 Signatory to this Agreement and has been designated to serve as the federal lead agency for
31 the Project and in consultation with other parties has determined that the Undertaking will
32 have an adverse effect upon properties included in or eligible for inclusion in the National
33 Register of Historic Places (NRHP); and
- 34 **5. Whereas,** the BLM has consulted with the New Mexico State Historic Preservation Officer
35 and the Arizona State Historic Preservation Officer (SHPO), pursuant to Section 800.6 of the
36 regulations (36 CFR part 800) implementing Section 106 of the National Historic
37 Preservation Act (NHPA)(16 USC 470f) and they are Signatories to this Agreement; and
- 38 **6. Whereas,** the BLM has notified the Advisory Council on Historic Preservation (ACHP)
39 pursuant to 36 CFR § 800.6(a) (1)(i)(C) that the Undertaking will have adverse effects on

1 properties listed on or eligible for listing on the NRHP (8-14-12) and the ACHP has agreed to
2 participate to resolve adverse effects and is a Signatory to this Agreement (8-27-12); and

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

10 **8. Whereas**, the Tohono O’odham Nation, the Gila River Indian Community, the Salt River
11 Pima-Maricopa Indian Community, the Ak-Chin Indian Community, the Hopi Tribe, the
12 Tonto Apache Tribe, the Yavapai-Apache Nation, the Pascua Yaqui Tribe, the San Carlos
13 Apache Tribe, the Mescalero Apache Tribe, the White Mountain Apache Tribe, the Navajo
14 Nation, the Pueblo of Acoma, the Pueblo of Laguna, the Pueblo of Isleta, the Pueblo of
15 Jemez, the Pueblo of Santo Domingo, the Pueblo of Sandia, the Pueblo of Taos, the Pueblo
16 of Tesuque, the Pueblo of Zuni, the Jicarilla Apache Tribe, the Comanche Indian Tribe, the
17 Fort Sill Apache Tribe of Oklahoma, the Kiowa Tribe of Oklahoma, the Apache Tribe of
18 Oklahoma, the Caddo Indian Tribe, the Wichita and Affiliated Tribes, and the Ysleta del Sur
19 Pueblo, have been consulted and have been invited to be Concurring Parties to this
20 Agreement; and

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

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

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

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

38 **13. Whereas**, the Bureau of Indian Affairs, San Carlos Irrigation Project (BIA-SCIP), will be
39 responsible for issuing permits for crossing canals under their control and the BLM has

- 1 consulted with them about the effects of the Undertaking on historic properties and has
2 invited them to be an Invited Signatory to this Agreement; and
- 3 **14. Whereas**, the ASLD and ADOT intend to use provisions of this Agreement to address the
4 applicable requirements of the Arizona State Historic Preservation Act (ARS § 41-861
5 et. seq.) and the Arizona Antiquities Act (AAA) (ARS § 41-841 et. seq.) on lands owned or
6 controlled by the State of Arizona; and the NMSLO and NMDOT intend to use the
7 provisions of this Agreement to address the applicable requirements of the Cultural
8 Properties Act (§ 18-6-1 through § 18-6-17 NMSA 1978), the Cultural Properties Protection
9 Act (§ 18-6A-1 through § 18-6A-6 NMSA 1978) and the Prehistoric and Historic Sites
10 Preservation Act (§ 18-8-1 through § 18-8-7 NMSA 1978) when the conditions in
11 4.10.12.12.G are met; and
- 12 **15. Whereas**, the Arizona State Museum (ASM) has been invited to participate pursuant to
13 36 CFR § 800.6 (c)(2)(iii), as it has defined authority and responsibilities under
14 ARS § 41-841 et seq. that apply to that portion of the undertaking on state lands in Arizona
15 (state, county, city and municipal lands); and defined authority and responsibilities under
16 ARS § 41-865 that apply to that portion of the undertaking on private lands and BLM has
17 invited them to be an Invited Signatory to this Agreement; and
- 18 **16. Whereas**, SunZia Transmission, LLC, (Applicant) has participated in consultations and
19 BLM has invited them to be an Invited Signatory to this Agreement; and
- 20 **17. Whereas**, El Camino Real de Tierra Adentro National Historic Trail is co-administered by
21 the BLM and the National Park Service, National Trails Intermountain Region Office (NPS-
22 NTIR), and the BLM has determined that the Undertaking will likely affect this Trail and has
23 invited the NPS – NTIR to be a Concurring Party to this Agreement; and
- 24 **18. Whereas**, the BLM has provided the public opportunities to comment on the Undertaking
25 and participate in the National Environmental Policy Act (NEPA) process through a Notice
26 of Intent to Prepare an Environmental Impact Statement (EIS) published in the Federal
27 Register on May 29, 2009 for the development of the EIS; held nine public scoping meetings
28 in June and July 2009; held three additional scoping meetings in October 2009; held two
29 additional scoping meetings in April 2010; published the Draft EIS in May 2012 and held ten
30 public meetings in June and July of 2012. Public meeting materials included information
31 about the NHPA and the Section 106 process and BLM considered comments received
32 through the NEPA and NHPA processes concerning cultural resources in the development of
33 this Agreement; and
- 34 **19. Whereas**, the following organizations and agencies have participated in consultations as
35 consulting parties in accordance with 36 CFR § 800.2(c)(5) and 800.3(f)(1) and (3): the
36 Arizona Archaeological Council, the New Mexico Archaeological Council, the National
37 Trust for Historic Preservation, Archaeology Southwest, the Camino Real Trail Association
38 (CARTA), the Cascabel Working Group, the NPS, Salinas Pueblo Missions National
39 Monument, White Sands Missile Range, the Alliance for Regional Military Support (ARMS)
40 and Pima County, Arizona, and BLM has invited them to be Concurring Parties to this
41 Agreement;

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

4 **UNDERTAKING DESCRIPTION**

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

19
20 Decommissioning will take place in the future and will be considered a separate undertaking
21 when it occurs.

22
23 See **Attachment 1** for a more detailed description of the Undertaking and **Attachment 2** for a
24 map of the Undertaking.

25 **DEFINITIONS USED IN THIS AGREEMENT**

26 See **Attachment 3**.

27 **STIPULATIONS**

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

30 I. Identification, Evaluation, and Determination of Effects

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

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

- 1 a. Proposed new access routes and existing roads requiring improvement outside the
2 transmission line right-of-way will have a 150-foot wide APE (75 feet from
3 centerline).
- 4 b. The APE for staging areas, borrow areas, substations and other transmission
5 infrastructure will include the footprint of the facility and a buffer of 250 feet
6 around the footprint of the proposed activity/facility.
- 7 c. The APE for pulling/tensioning sites that fall outside the right-of-way will be the
8 footprint of the site plus a 250-foot radius around these points.
- 9 d. Direct effects from operation and maintenance activities will be confined to the
10 right-of-way.
- 11 2. **Indirect effects:** The APE for indirect effects shall be areas visible and within 5 miles
12 of any project component (including conductors and access roads) or to the visual
13 horizon, whichever is closer, or where consultation identifies a need to expand this
14 APE in certain locations.
- 15 a. A Geographic Information System (GIS) view shed analysis will be used to
16 identify areas in the indirect effects APE from which the Undertaking may be
17 visible.
- 18 b. The indirect effects APE may extend beyond the 5-mile convention to encompass
19 properties that have traditional religious and cultural importance, including
20 traditional cultural properties (TCPs), or other geographically extensive historic
21 properties such as trails, when effects have been determined to extend beyond this
22 distance.
- 23 3. **Cumulative effects:** The APE for cumulative effects shall be the same as that for
24 direct and indirect effects combined.
- 25 B. The Applicant shall complete a cultural resources inventory to identify historic properties
26 that could be affected by the Undertaking. This inventory will include:
- 27 1. A Class I, Existing Data Inventory of all previously recorded cultural resources
28 within 0.25 mile of the APEs described in I.A.1, and the entire APE described in
29 I.A.2. In performing the Class I Inventory, historical maps including 15-minute
30 topographic maps, General Land Office maps and survey notes, and other archival
31 sources will be reviewed for properties that are over 50 years old that may be affected
32 by the Undertaking.
- 33 2. A Class III, Intensive Field Inventory of the direct effects APE as defined in
34 Stipulation I.A.1, above. The Class III Inventory will be conducted with sensitivity
35 for non-archaeological locations or other features identified as important through
36 tribal consultation or ethnographic studies.
- 37 a. For the direct effects APE as defined in I.A.1, all historic linear features such as
38 canals, roads, trails, and railroads will be identified and recorded where they
39 intersect the APE and will be fully recorded within the APE. For the indirect
40 effects APE as defined in I.A.2, all historic linear features such as canals, roads,
41 trails, and railroads will be identified where they intersect the APE for direct
42 effects.

- 1 b. All previously recorded cultural resources within the direct effects APE will be
2 re-visited with the associated records updated and revised if appropriate including
3 NRHP eligibility recommendations and determinations. Previously recorded
4 cultural resources and newly recorded cultural resources whose boundaries lie
5 partially within the APE will be fully recorded, to the extent practical, regardless
6 of surface ownership.
- 7 c. Previously recorded and newly recorded cultural resources will be referenced by
8 permanent site numbers, Universal Transverse Mercator (UTM) coordinates and
9 by Milepost within NMDOT and ADOT rights-of-ways.
- 10 d. An assessment of visual impacts will be conducted for historic properties within
11 the direct and indirect effects APEs that could be considered visually sensitive
12 and potentially affected by the Undertaking which meet the following criteria:
- 13 1) View shed analysis indicates that the Undertaking would be visible to the
14 historic property;
- 15 2) The historic property is eligible for the NRHP under criterion “a, b, or c”.
16 Under special circumstances, historic properties eligible under criterion d only
17 may be included (e.g., an archaeological site with standing architecture).
18 Inclusion of historic properties eligible under criterion d only will be at the
19 discretion of the BLM in consultation with involved land managing agencies
20 and the SHPO.
- 21 3) Not less than 60 days prior to commencement of the visual analysis, a
22 proposed methodology will be provided for review and comment by
23 consulting parties. All comments will be considered in refining the
24 methodology prior to implementation.
- 25 C. The Applicant shall prepare a comprehensive inventory report incorporating findings
26 from the existing Class I/II Data Inventory and the Class III, Intensive Field Inventory for
27 each state. This comprehensive Inventory shall include NRHP eligibility
28 recommendations and assessments of direct, indirect, and cumulative effects within the
29 APE of the Undertaking as described in I A.1 above.
- 30 D. The Applicant shall submit the draft inventory reports for each state to the BLM. The
31 BLM will provide the reports to the appropriate land managers, the ASM, and concerned
32 tribes within each state for review, concurrent with BLM review. Written comments will
33 be provided to the BLM within 60 calendar days regarding:
- 34 1. The adequacy of the identification effort;
- 35 2. The NRHP eligibility of the cultural resources identified;
- 36 3. The assessment of effects of the Undertaking on the historic properties identified, and
37 4. Whether there are any properties of traditional cultural or religious importance to
38 tribes and ethnic groups that were not identified in the inventory and that may be
39 affected by the Undertaking.
- 40 The BLM shall ensure that comments received within 60 calendar days are considered in
41 development of the revised inventory reports. The BLM will submit the revised inventory

1 reports to the appropriate SHPO, tribes, and consulting parties for a 60-calendar-day
2 review and will request SHPO concurrence on determinations of NRHP eligibility and
3 BLM's assessments of effects to each historic property identified. In New Mexico, one
4 appendix to the inventory report shall include a data compendium with copies of the
5 appropriate New Mexico Cultural Resource Information System (NMCRIS) and
6 archaeological site and historic structures inventory forms.

7 E. The inventory report will accomplish and provide the following:

- 8 1. Completion of the Identification of Historic Properties (except properties found
9 during possible future Variances and Discoveries).
- 10 2. Determinations of Eligibility (except undetermined cultural resources and properties
11 found during possible future Variances and Discoveries).
- 12 3. Determinations of effects to historic properties by the Undertaking (except
13 undetermined cultural resources and properties found during possible future
14 Variances and Discoveries).
- 15 4. Recommendations for treatment measures to be applied to historic properties affected
16 by the Undertaking (except undetermined cultural resources and properties found
17 during possible future Variances and Discoveries).

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

25 G. When making determinations of NRHP eligibility, the BLM will consider historic sites,
26 districts, buildings, structures and objects that are significant and meet the integrity
27 criteria. For properties that have traditional cultural values, the BLM shall take into
28 consideration values expressed by the consulted tribes or other ethnic groups. The BLM
29 shall make NRHP eligibility determinations, and provide copies to appropriate consulting
30 parties to provide comment, taking into consideration all comments received from the
31 consulting parties. If the SHPO or the land managing agency disagrees with the BLM's
32 determinations of eligibility, the BLM shall consult with the SHPO and the land
33 managing agency to resolve the objection. If a resolution cannot be agreed upon, the
34 BLM shall forward the required documentation to the Keeper of the National Register for
35 final determinations. The BLM shall ensure that the Applicant prepares a revised
36 inventory report incorporating BLM's eligibility determinations, or the Keeper's
37 determination, if requested.

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

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

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

7 A. The BLM shall, if possible, avoid adverse effects to all types of historic properties, with
8 input from consulting parties.

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

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

17 3. The BLM shall identify measures to avoid adverse effects from operation and
18 maintenance activities to those historic properties remaining within the right-of-way,
19 and shall incorporate these measures in the HPTP in accordance with Stipulation
20 ~~III.A.1H.A.~~

21 B. Where avoidance is not possible, the BLM shall minimize or mitigate adverse effects to
22 historic properties, if possible, with input from consulting parties.

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

28 D. In New Mexico, if the adverse effect is to a property listed in the State Register of
29 Cultural Properties or NRHP, the Applicant must demonstrate that there is no prudent or
30 feasible alternative to the proposed Undertaking consistent with the requirements of
31 4.10.12.11 NMAC. The Applicant's analysis must be submitted to the New Mexico
32 SHPO for concurrence.

33 III. Resolution of Adverse Effects: Development of the HPTP

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

41 1. Identify the nature of the effects to historic properties and describe the strategies
42 proposed to avoid, minimize, or mitigate those effects.

- 1 2. Identify cultural resources that will be affected by the Undertaking for which NRHP
2 eligibility determinations could not be made, and will specify the strategy for
3 determining eligibility. It will further specify the strategy that will be used in the
4 event that these cultural resources are determined to be eligible as a result of the
5 testing/study phase. Stipulations I.G and I.H will be followed for determining
6 eligibility.
- 7 3. Be consistent with the Secretary of the Interior’s Standards and Guidelines (48 CFR
8 44716-44742); the ACHP’s handbook, Section 106 Archaeology Guidance
9 (<http://www.achp.gov/archguide>); the rules implementing the AAA and 36 CFR§
10 800.13, Post-Review Discoveries, and in so doing will incorporate provisions for
11 monitoring and inadvertent discoveries.
- 12 4. At a minimum, the HPTP will specify and include:
- 13 a. The historic properties to be affected by the Undertaking and the nature of those
14 effects.
- 15 b. The historic properties to be avoided and applicable avoidance measures, pursuant
16 to Stipulation II.
- 17 c. The historic properties where harm will be minimized and applicable measures to
18 minimize harm.
- 19 d. The properties at which adverse effects will be mitigated through scientific data
20 recovery or other means.
- 21 e. For archaeological resources, research questions and goals that are applicable to
22 the Undertaking area and which can be addressed through data recovery and
23 archival studies, along with an explanation of their relevance and importance.
24 These research questions and goals will incorporate the concept of historic
25 contexts as defined in National Register Bulletin 16.
- 26 f. Fieldwork and analytical methods and strategies applicable to the Undertaking
27 area, along with an explanation of their relevance to the research questions when
28 dealing with archaeological resources. Treatment methods will be developed for
29 each class of property identified in the inventory report and may include
30 excavation, scientific studies outside of the right-of-way, archival research, off-
31 site interpretation, remote sensing, ethnographic studies, and oral history, as
32 appropriate.
- 33 g. The level of effort to be expended on the treatment of each property. For
34 archaeological resources this will include methods of sampling, i.e., sample size,
35 and rationale for specific sample unit selection.
- 36 h. Data management and dissemination methodologies, including a proposed
37 schedule of reports.
- 38 i. A Monitoring and Discovery Plan which will be a standalone appendix to the
39 HPTP. It will contain:
- 40 1) A monitoring plan to be used during construction and reclamation.

- 1 2) A discovery plan consistent with Stipulation VI to be used during the entire
2 Undertaking.
- 3 3) If appropriate, a monitoring plan to be used for operations and maintenance
4 monitoring in accordance with Stipulation III.E. This plan will be developed
5 in consultation with the consulting parties and will be added after treatment
6 activities are concluded. Any reports resulting from post-construction
7 monitoring will be submitted to the consulting parties in accordance with
8 Stipulation X.A.3.
- 9 4) All monitoring shall have clearly stated objectives and methodologies for
10 achieving those objectives, such as to ensure impact avoidance or
11 minimization during construction and reclamation; to measure the
12 effectiveness of avoidance, minimization and mitigation measures; to assess
13 the effects of operations and maintenance activities, or to provide baseline
14 information to help define treatments for historic properties with long-term
15 concerns.
- 16 j. A Project Termination Plan with provisions for the following programs to be
17 implemented in the event that the undertaking is terminated for any reason:
 - 18 1) A program outlining the steps to be taken in order to complete any data
19 recovery or other treatment measures that are in progress at the time of project
20 termination; and
 - 21 2) A component outlining how analysis, interpretation, reporting, and curation
22 for all historic properties will be completed.
- 23 k. A Native American Graves Protection and Repatriation Act (of 1990 (25 USC
24 3002; 104 Stat. 3048; NAGPRA) Plan of Action (POA) which includes methods
25 and procedures for the discovery and/or treatment of human remains, associated
26 funerary objects, and sacred objects that reflect any concerns and/or conditions
27 identified as a result of consultations between the BLM and the appropriate
28 Tribes. This POA will be consistent with 36 CFR §800.13, NAGPRA and:
 - 29 1) In Arizona on non-federal land, methods and procedures will be consistent
30 with ARS §41-844 and ARS §41-865 and their implementing rules.
 - 31 2) In Arizona, the Applicant, working through the ASM, shall obtain “burial
32 agreements” with Indian tribes pursuant to ARS § 41-844 and ARS § 41-865,
33 that govern discoveries of human remains and funerary objects on state and
34 private lands. The ASM shall invite tribes expressing interest in the
35 Undertaking to participate in development of burial agreements. The ASM
36 shall provide participating tribes, the Applicant and the BLM with a draft of
37 the burial agreement for a 30-calendar-day review.
 - 38 3) In New Mexico on non-federal land, the methods and procedures will be
39 consistent with NMSA 1978, § 18-6-11.2 and 4.10.11 NMAC.
- 40 l. A strategy for cultural resource law and sensitivity training for all Undertaking
41 personnel (including new, added, and replaced personnel) and contractors
42 involved in transmission line construction, construction zone rehabilitation,

1 operation and maintenance of this transmission line. Instruction will be to a
 2 degree commensurate with their involvement in the Undertaking and will include
 3 information on the statutes protecting cultural resources, resource sensitivity, and
 4 requirements to avoid damage to historic properties and to report discoveries of
 5 cultural resources in accordance with the monitoring and discovery plan. Indian
 6 tribes will be provided opportunities to participate in the training program, which
 7 could be offered by a variety of means including training sessions, video
 8 programs, or printed materials.

- 9 m. A strategy for a public outreach program to disseminate information about the
 10 results of the cultural resource work to the general public. This program may
 11 include the following: a short report written specifically for the public, a brochure,
 12 exhibits for use at public outreach venues such as archaeology awareness fairs,
 13 slide or PowerPoint presentation, presentations to local historical and
 14 archaeological societies, website and/or social media content or a traveling
 15 museum exhibit.
- 16 n. A variance review process to be used during operation and maintenance to
 17 address any changes in procedure that could have an adverse effect on historic
 18 properties in the right-of-way.
- 19 o. A list of operation and maintenance activities that will not require additional
 20 Section 106 review.
- 21 p. A list of operation and maintenance activities that will require additional 106
 22 review.

23 B. Process for Developing the Historic Property Treatment Plan

- 24 1. The Applicant shall submit the draft HPTP to the BLM for initial review and
 25 comments. The BLM shall provide the SHPO and other consulting parties within
 26 each state a copy for review, requesting comments on the adequacy of the proposed
 27 treatment measures. These parties will have 30 calendar days to review and comment
 28 on the plan. If no comments are submitted to the BLM within the 30-calendar-day
 29 review period, concurrence with the draft HPTP will be assumed.
- 30 a. During this review time, the ASM shall invite tribes expressing interest in the
 31 Undertaking to participate in development of Burial Agreements. The ASM shall
 32 provide participating tribes with a draft of the Burial Agreement for a
 33 30-calendar-day review.
- 34 b. The BLM will convene at least one consultation meeting in each state with all
 35 interested consulting parties during the 30-day period.
- 36 2. The BLM shall consolidate the comments from consulting parties in each state and
 37 advise the Applicant of necessary revisions to the draft HPTP. The BLM shall ensure
 38 that all comments are taken into consideration in finalizing the HPTP and that the
 39 revised HPTP is distributed to all consulting parties for a 21-calendar-day review
 40 period. The BLM, in consultation with the SHPO, shall approve the final HPTP. The
 41 BLM will notify the Applicant and the consulting parties when the final HPTP has
 42 been approved.

- 1 C. The BLM shall ensure that all measures in the HPTP are carried out, including data
2 recovery, analyses of recovered materials, other treatment measures, and all reporting
3 requirements. The Applicant shall provide the BLM a Summary Report of treatment
4 completed at each site. The Summary Report will include a brief characterization of site
5 assemblage/contents, the types of analyses yet to be completed, and a brief description of
6 how the provisions of the HPTP were implemented.
- 7 D. The BLM shall review the Summary Report of treatment that has occurred at each site
8 and provide a copy to the appropriate SHPO and all other consulting parties for review,
9 requesting comments and concurrence with eligibility determinations for previously
10 undetermined cultural resources and discoveries, within 15 calendar days. The BLM shall
11 consider comments submitted during the review period and shall consult with the
12 appropriate reviewer(s) to resolve differences and/or disagreements. If no comments are
13 received within the 15-calendar-day review period, concurrence with the adequacy of the
14 treatment described in the preliminary summary will be assumed.
- 15 E. The BLM shall ensure that the Applicant prepares draft Treatment Reports for each state
16 that incorporate the results of all the site-specific preliminary summaries into a
17 comprehensive regional overview that can be addressed separately to each state. The
18 Final Treatment Reports will also include:
- 19 1. Post-treatment eligibility recommendations for historic properties that have been
20 subjected to treatment measures.
- 21 2. A listing of historic properties for which post-construction monitoring would be
22 appropriate, and the reasons for this (i.e. proximity to Undertaking components with
23 the potential for damage from operations and maintenance, percentage of property
24 remaining in right-of-way, sensitivity of the property, a property identified as being of
25 particular importance to a tribe(s), etc.).
- 26 3. The objectives that monitoring could achieve as part of the effort to avoid, minimize
27 and/or mitigate adverse effects to those properties.
- 28 F. The BLM shall review the draft Treatment Reports and provide a copy to the appropriate
29 SHPO and other consulting parties for a 30-calendar-day review and comment period.
30 The BLM shall consider comments received during the review period and shall consult
31 with the appropriate reviewer(s) to resolve differences and/or disagreements. If no
32 comments are received within 30 calendar days, concurrence with the adequacy of the
33 Treatment Report will be inferred.
- 34 G. The BLM shall ensure that the Applicant prepares a revised Treatment Report that
35 considers comments received on the draft Treatment Report. The BLM shall review the
36 revised Treatment Report and provide copies to the appropriate SHPO and other
37 consulting parties for a 30-calendar-day review period. The BLM shall consider
38 comments submitted during the review period and shall consult with the appropriate
39 reviewer(s) to resolve differences and/or disagreements. If no comments are received
40 within 30 calendar days, concurrence with the adequacy of the revised Treatment Report
41 will be assumed and the revised Treatment Report shall be considered the final Treatment
42 Report. The BLM shall notify the Applicant when the final Treatment Report has been
43 accepted and will distribute it to the consulting parties, if necessary.

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

8 IV. Construction Variance Review Process

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

- 15 1. The APEs of all variance areas will be consistent with those defined in Stipulation
 16 I.A.
- 17 2. All variance areas will be subject to a Class I Existing Data Inventory review, and a
 18 Class III Intensive Field Inventory.
- 19 3. If the proposed variance will affect more than 10 acres of land or more than 1 mile of
 20 road, the BLM will provide the consulting parties with a description and map of the
 21 variance.

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

- 23 1. If no cultural resources or properties of traditional cultural or religious importance to
 24 tribes are present within the variance APE, the results of the Class I and Class III
 25 inventories will be reported on BLM Form AZ-8110-4 Cultural Resource Project
 26 Record (for Arizona) or the New Mexico Cultural Resource Information System
 27 (NMCRIS) Investigation Abstract Form (NIAF) (for New Mexico) prior to any
 28 access or use. The BLM will provide an expedited review of the variance request, not
 29 to exceed 2 working days following receipt, and will provide the Applicant's Cultural
 30 Resources Contractor (CRC) with written approval/disapproval of the variance via
 31 electronic mail.
- 32 2. If cultural resources or properties of traditional cultural or religious importance to
 33 tribes and ethnic groups are present within the variance APE, an inventory report, as
 34 defined in Stipulation I.C, above, will be prepared and submitted to BLM and the
 35 appropriate SHPO, tribes, and land manager for review. Understanding that variance
 36 requests may be necessary in the midst of construction activities, the agencies will
 37 provide an expedited review within 5 working days or less. If no objections to the
 38 variance are received, at the end of the 5-day period, BLM shall provide the
 39 Applicant's CRC with written approval of the variance via electronic mail. If
 40 objections are received, additional consultation regarding the variance will ensue in
 41 accordance with the provisions of this Agreement.

- 1 a. If historic properties exist in the variance APE and cannot be avoided, a
2 Treatment Plan for those properties will be developed and shall be consistent with
3 the HPTP developed pursuant to Stipulation III of this Agreement.
- 4 b. Review procedures shall follow Stipulation III.D.
- 5 c. The supplemental Treatment Plan shall be incorporated into the HPTP and a
6 preliminary Summary Report will be prepared and distributed in accordance with
7 Stipulation III.D.
- 8 d. The BLM shall ensure that the results of such treatment efforts are reported in the
9 final Treatment Report for the Undertaking.
- 10 e. Once the BLM determines that the approved treatment has been completed, the
11 BLM shall provide the Applicant's CRC with written approval of the variance via
12 electronic mail.

13 V. Authorization of Construction

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

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

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

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

36 VI. Discoveries during the Undertaking

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

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

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

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

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

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

38 VII. Standards for Conducting and Reporting Work

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

1 (the Secretary's Standards) and takes into consideration the ACHP's *Recommended*
2 *Approach for Consultation on Recovery of Significant Information from Archaeological*
3 *Sites*, May 1999, *Procedures For Performing Cultural Resource Fieldwork On Public Lands in*
4 *the Area of New Mexico State BLM Responsibilities* BLM Manual Supplement H-8100-1 and
5 *Guidelines for Identifying Cultural Resources* BLM Manual H-8110 and *Guidelines for*
6 *Evaluating and Documenting Traditional Cultural Properties*, National Register *Bulletin*
7 38, 1989.

- 8 1. In Arizona, on state land, including municipalities, counties and other political
9 subdivisions, all activities and documentation shall be consistent with the AAA,
10 A.R.S §41-841 *et seq* and the Arizona State Historic Preservation Act ARS §41-861
11 *et seq.* along with rules for implementing the AAA and AZ SHPO guidance on
12 implementing the Arizona State Historic Preservation Act, and. shall conform to
13 specifications and guidelines contained in *Reporting Standards: Part I and Part II,*
14 *Standards for Conducting and Reporting Cultural Resource Surveys on State Lands*
15 *and Recommended Standards for Monitoring, Testing and Data Recovery*, available
16 online at:

17 <http://www.statemuseum.arizona.edu/frame/index.php?doc=/crservices/standards.pdf>

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

21 http://azstateparks.com/SHPO/downloads/SHPO_2012_Report_Standards.pdf

- 22 2. In New Mexico, on state land, including municipalities, counties and other political
23 subdivisions, all activities and documentation shall be consistent with the standards in
24 rule 4.10.15 New Mexico Administrative Code (NMAC). All activities and
25 documentation on state land shall be consistent with the appropriate state standards
26 found in rules 4.10.8 NMAC, *Permits to Conduct Archaeological Investigations on*
27 *State Land*; 4.10.15 NMAC, *Standards for Survey and Inventory*; 4.10.16 NMAC,
28 *Standards for Excavation and Test Excavation*; and 4.10.17 NMAC, *Standards for*
29 *Monitoring*. The rules are available online at:

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

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

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

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

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

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

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

5 VIII. Confidentiality of Records

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

17 IX. Curation

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

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

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

31 X. Undertaking Monitoring, Annual Reporting and Evaluation

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

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

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

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

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

- 8 4. The BLM shall monitor activities pursuant to this Agreement. Terms and conditions
9 of monitoring activities are described in the Monitoring and Discovery Plan
10 (Stipulation III.A.4.i). Should the Applicant or its CRC fail to comply with any
11 provision of this Agreement, the BLM may, at its discretion, counsel the Applicant
12 and/or its CRC regarding performance requirements, or suspend the permit under
13 which this Agreement is executed. Such suspension would result in the issuance of a
14 “stop work” order for the entire Project.
- 15 5. The BLM will remain responsible to inspect for compliance with the terms and
16 conditions of the BLM right-of-way grant pertaining to historic properties for the life
17 of the grant, and will ensure that the appropriate BLM cultural resources specialist
18 participates in these compliance reviews.

19 XI. Operation and Maintenance of the Transmission Line and Facilities

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

- 26 1. The BLM will be responsible for ensuring that the stipulations in the BLM right-of-
27 way grant are enforced.
- 28 2. The ASLD will be responsible for ensuring that the stipulations in their right-of-way
29 grant are enforced on ASLD administered lands.
- 30 3. The NMSLO will be responsible for ensuring that the stipulations in their right-of-
31 way grant are enforced on NMSLO administered lands.

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

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

39 XII. Decommissioning

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

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

4 XIII. Dispute Resolution

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

- 9 1. Forward all documentation relevant to the dispute, including the BLM's proposed
 10 resolution, to the ACHP. The ACHP shall provide BLM with its advice on the
 11 resolution of the objection within 30 days of receiving adequate documentation. Prior
 12 to reaching a final decision on the dispute, BLM shall prepare a written response that
 13 takes into account any timely advice or comments regarding the dispute from the
 14 ACHP, consulting parties, and provide them with a copy of this written response.
 15 BLM will then proceed according to its final decision.
- 16 2. If the ACHP does not provide its advice regarding the dispute within the 30-day
 17 period, the BLM may make a final decision on the dispute and proceed accordingly.
 18 Prior to reaching such a final decision, the BLM shall prepare a written response that
 19 takes into account any timely comments regarding the dispute from the consulting
 20 parties to the PA, and provide them and the ACHP with a copy of such written
 21 response.
- 22 3. The BLM will be responsible for carrying out all other actions subject to the terms of
 23 this PA that are not the subject of the dispute.

24 XIV. Amendments and Termination

- 25 A. Any Signatory or Invited Signatory to this Agreement may request that it be amended by
 26 informing BLM in writing of the reason for the request and the proposed amendment
 27 language, whereupon BLM shall inform the other parties and request their views
 28 concerning the proposed amendment. All Signatories and Invited Signatories must agree
 29 to the amendment before it shall take effect.
- 30 B. Any Signatory or Invited Signatory to this Agreement may terminate it by providing
 31 30 calendar days written notice to the other Signatories and Invited Signatories, provided
 32 that they consult during the 30-calendar-day period prior to termination to seek
 33 agreement on amendments or other actions that would avoid termination.
- 34 C. In the event that this Agreement is terminated, the BLM shall comply with 36 CFR §
 35 800.3 through 800.7 with regard to individual actions covered by this Agreement.

36 XV. Term of the Agreement

37 This PA will expire if the Undertaking has not been initiated within 5 years of the signing
 38 of this PA, or the BLM right-of-way grant expires or is withdrawn. Otherwise, this
 39 Agreement shall take effect from the date of execution and will remain in effect for 15
 40 years or until acceptance of the final Treatment Reports by the Signatories.
 41

1 XVI. Non-Endorsement Clause

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

5

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

9

SIGNATURES

SIGNATORY:

BUREAU OF LAND MANAGEMENT, NEW MEXICO STATE OFFICE

SIGNATORY:

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____

_____ Title: _____

SIGNATORY:

NEW MEXICO STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: _____

_____ Title: _____

SIGNATORY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

John M. Fowler _____ Title: Executive Director _____

1

SIGNATURES

INVITED SIGNATORY:

SUNZIA TRANSMISSION, LLC

By: _____ Date: _____
_____ Title: _____

INVITED SIGNATORY:

ARIZONA STATE LAND DEPARTMENT

By: _____ Date: _____
_____ Title: _____

INVITED SIGNATORY:

ARIZONA STATE MUSEUM

By: _____ Date: _____
_____ Title: _____

INVITED SIGNATORY:

NEW MEXICO STATE LAND OFFICE

By: _____ Date: _____
_____ Title: _____

INVITED SIGNATORY:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
_____ Title: _____

INVITED SIGNATORY:

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
_____ Title: _____

SIGNATURES

INVITED SIGNATORY:

ARMY CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

TOHONO O’ODHAM NATION

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

GILA RIVER INDIAN COMMUNITY

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

ISLETA DEL SUR TRIBAL GOVERNMENT

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

WHITE MOUNTAIN APACHE TRIBE

By: _____ Date: _____
_____ Title: _____

SIGNATURES

CONCURRING PARTY:

COMANCHE INDIAN TRIBE

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

FORT SILL APACHE TRIBE OF OKLAHOMA

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

KIOWA TRIBE OF OKLAHOMA

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

MESCALERO APACHE TRIBE

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

PUBELO OF ISLETA

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

HOPI TRIBAL COUNCIL

By: _____ Date: _____
_____ Title: _____

SIGNATURES

CONCURRING PARTY:

SAN CARLOS APACHE TRIBE

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

ARIZONA ARCHAEOLOGICAL COUNCIL

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

NEW MEXICO ARCHAEOLOGICAL COUNCIL

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

CAMINO REAL DE TIERRA ADENTRO TRAIL ASSOCIATION (CARTA)

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

ARCHAEOLOGY SOUTHWEST

By: _____ Date: _____
_____ Title: _____

SIGNATURES

CONCURRING PARTY:

CASCABEL WORKING GROUP

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

WHITE SANDS MISSILE RANGE

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

ALLIANCE FOR REGIONAL MILITARY SUPPORT (ARMS)

By: _____ Date: _____
_____ Title: _____

CONCURRING PARTY:

PIMA COUNTY

By: _____ Date: _____
_____ Title: _____

ATTACHMENT 1: PROJECT DESCRIPTION

SunZia Transmission, LLC plans to construct and operate two new single-circuit overhead 500-kilovolt transmission lines originating at a new substation in Lincoln County, New Mexico, and terminating at the Pinal Central Substation in Pinal County, Arizona. The objectives of the Project are to increase transfer capability, thereby relieving existing transmission congestion and allowing additional electricity to be generated and transported to western power markets and load centers in the Desert Southwest. The Project would be co-located with areas of undeveloped renewable resource potential to provide a path for energy delivery, and would provide power to help meet growing demand in the western United States and enhance domestic energy security.

Project Location

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

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

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

The Pinal Central Substation, at the Project's western terminus, has already received its regulatory permits and approvals and will be constructed by Salt River Project and other entities.

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

Crossing into Greenlee County, the route continues west across the San Simon Valley to the proposed Willow-500 kV Substation site located in Graham County. From the Willow-500 kV

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

This route was selected as the BLM preferred alternative because it would:

- maximize use of existing utility corridors and infrastructure
- minimize impacts to sensitive natural and cultural resources (e.g., the Gran Quivira unit of the Salinas Pueblo Missions National Monument and historic downtown Tucson)
- minimize impacts at river crossings
- minimize impacts to residential and commercial uses, and
- minimize impacts to military operations within the restricted airspace north of the White Sands Missile Range

A major portion of the preferred alternative would be constructed along established utility corridors where existing access is available. Approximately 53 percent (273 miles) of the route would be parallel to existing or designated utility corridors, including 229 miles parallel to existing transmission lines.

Plan of Development

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

Overhead Transmission Lines

Two 500 kV overhead transmission lines would be constructed for the proposed Project. Both AC and DC configurations are being considered as design options, as follows:

Option A: Two transmission lines would be constructed and operated, each as a 500 kV single-circuit, AC facility.

Option B: One transmission line would be constructed and operated as a 500 kV single-circuit AC facility, and one transmission line would be constructed and operated as a 500 kV single-circuit DC facility.

Each transmission line would extend between the proposed SunZia East Substation and the permitted Pinal Central Substation for approximately 515 miles. The transmission line components include structures, foundations, conductors, insulators and associated hardware, overhead groundwire (OHGW), and fiber optic facilities. ~~Table 1~~ summarizes typical design characteristics for each of the two options, and ~~Figure 1~~ is a diagram of the typical transmission line and right-of-way configuration.

Table 1. Typical Design Characteristics of the Proposed 500 kV Transmission Line Project		
General Description		
Structure type	Guyed and self-supporting steel tubular and lattice structures	
Structure height	Typical 135 feet; range of height varies with span and terrain	
Span length	1,200 to 1,600 feet (3 to 4 structures per mile)	
Right-of-way width, Typical	200 feet per transmission line (circuit) – 400 feet total for two transmission lines	
Narrow, due to special conditions	165 feet per transmission line (circuit) – 330 feet total for two transmission lines	
Electrical Properties		
Structure Base Areas	Option A	Option B
Nominal voltage in kilovolts	500 kV AC	500 kV AC and 500 kV DC
Capacity in megawatts	3,000 MW	4,500 MW
Circuit configuration (preliminary determination)	Horizontal, vertical, or delta	AC: Horizontal, vertical, or delta DC: Horizontal
Conductors 1590 ACSR ‘Lapwing,’ 1.5-inch diameter conductor (3 conductors/bundle)	3 conductor bundles per phase	AC: 3 conductor bundles per phase DC: 2 conductor bundles per phase
Minimum conductor clearance above ground (per NESC requirements)	30 to 35 feet	AC: 30 to 35 feet DC: 30 to 38 feet
Land Permanently Disturbed		
Permanent Structure Base Area Required¹		
Guyed (lattice or tubular) 4-foot diameter base plus 4 anchors (1 approximate 45-foot x 45-foot base area per line)	4,050 sq. feet (2,025 sq. feet per structure)	
Self-supporting Lattice 3-foot diameter x 4 legs (1 approximate 60-foot x 60-foot base area per line)	7,200 sq. feet (3,600 sq. feet per structure)	
Self-supporting Tubular 8-foot diameter (1 approximate 53-foot x 53-foot base area per line)	5,650 sq. feet (2,825 sq. feet per structure)	

Table 1. Typical Design Characteristics of the Proposed 500 kV Transmission Line Project

Dead-end Lattice 6-foot diameter x 4 legs (1 approximate 55-foot x 55-foot base area per line)	6,050 sq. feet (3,025 sq. feet per structure)	
Dead-end Tubular ² AC: 10-foot diameter (3 approximate 33-foot x 33-foot base areas for Option A; 1 approximate 45-foot x 45-foot for Option B) DC: 12-foot diameter (1 approximate 45-foot x 45-foot base area)	Option A	Option B
	6,550 sq. feet (3,225 sq. feet per structure)	4,050 sq. feet (2,025 sq. feet per structure)
Ancillary Facilities		
Fiber Optic Communication Regeneration Station	100 feet x 100 feet (0.23 acre); located at 75-mile intervals	
Ground electrode facility	One facility near each terminus (DC only)	
Access Roads³		
New roads or existing road improvement	24 feet total width (20-foot-wide travelway and 2-foot-wide berms/drainage on each side)	
Land Temporarily Disturbed		
Structure work area ⁴	Each structure site will be 200 feet x 200 feet (0.9 acre)	
Construction yard	One yard every 40 miles; approximately 15 to 20 acres per site	
Concrete batch plant	One plant every 30 miles; approximately 3 to 5 acres per site	
Wire pulling/tensioning/splicing site (full)	Approximately 200 feet x 600 feet (2.8 acres); one every 18,000 feet, alternating every 9,000 feet with reduced site	
Wire pulling/tensioning/splicing site (reduced)	Approximately 200 feet x 400 feet (1.8 acres); one every 18,000 feet alternating every 9,000 feet with full site	
Vegetation Management		
Conductor clearance to meet safety standards ⁵	Trimming trees and woody vegetation within the wire zone. Trimming may be required within the border zone in riparian and woodland areas.	
<p>NOTES:</p> <p>¹Permanent structure base areas include the area surrounding each structure foundation necessary for Project maintenance, rounded up to the nearest 50 sq. feet.</p> <p>²Diameter indicated for each single pole; the dead-end structure for the AC line could have a single pole or three pole configuration.</p> <p>³Typical main access road or spur road width indicated; maximum road widths will be specified in the POD and are dependent on terrain and construction specifications for selected transmission line route.</p> <p>⁴Temporary structure work area is inclusive of permanent structure base area.</p> <p>⁵NESC standards require minimum ground clearance of 30 feet (AC) to 38 feet (DC) for 500 kV transmission lines at the maximum allowable conductor sag. NERC standards require minimum clearance of approximately 6 feet (AC) to 9 feet (DC) between vegetation and conductors based on the system voltage and elevation. Typical wire zone is 90 feet wide for each circuit, which includes 10 feet on either side of the outside conductor location for blowout. The border zone is the remaining portion of the right-of-way.</p> <p>ACSR = Aluminum conductor, steel reinforced</p>		

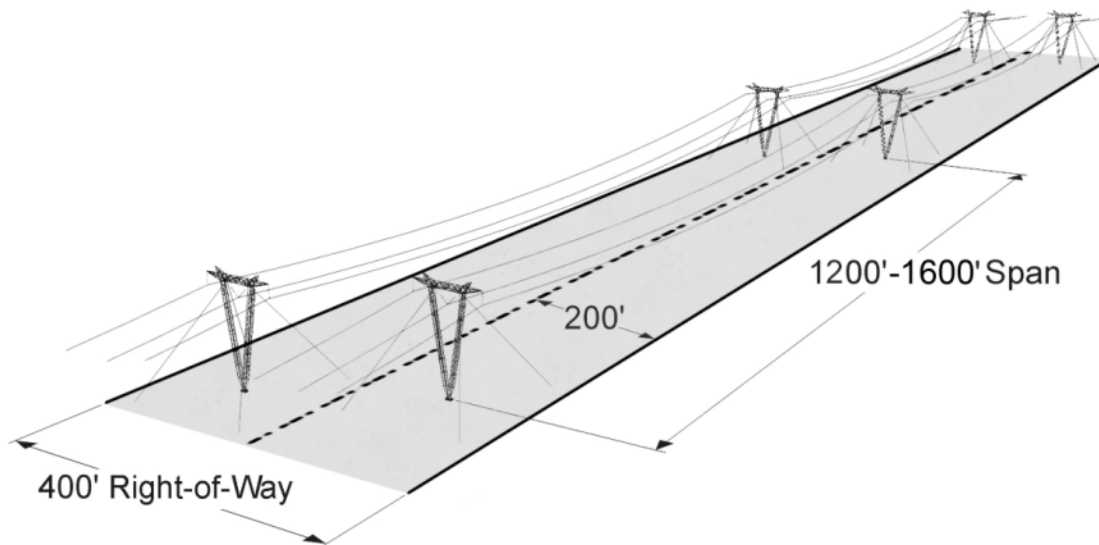


Figure 1. Typical 500 kV Transmission Line and Right-of-Way Configuration

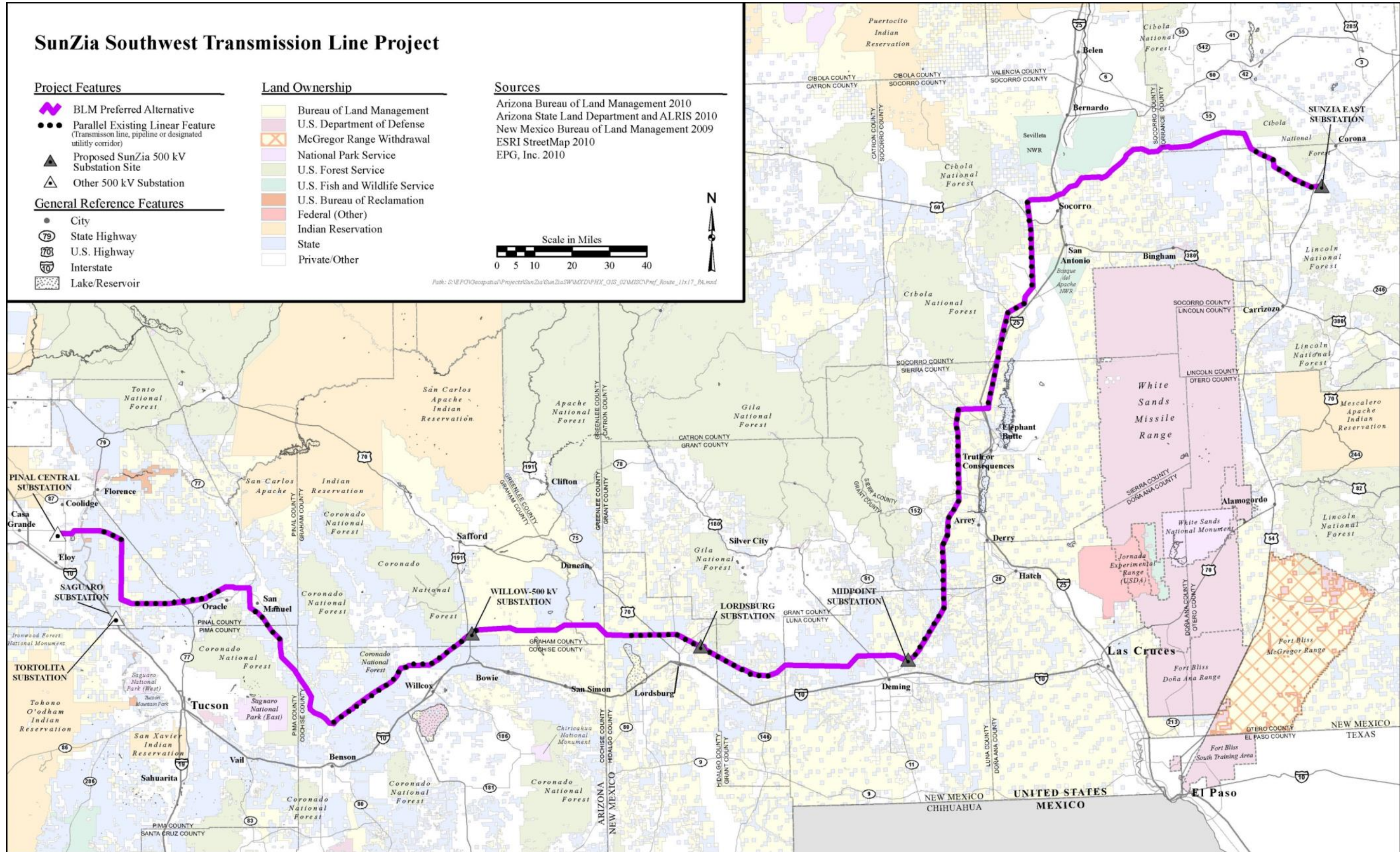
Substations

Several substations would be associated with the proposed Project, constructed on private or state lands, and therefore not included in the BLM right-of-way grant. The size of each substation is dependent on whether an AC only or an AC/DC facility is installed at the site. The parcel would include the secure, fenced area containing the electrical equipment, plus sufficient area surrounding the substation components for placement of transmission structures entering and exiting the substation, and to provide setbacks to buffer neighboring lands. The maximum height of structures in the substation would be approximately 170 feet. The substation yards would be open air and include equipment such as transformers, circuit breakers, disconnect switches, lightning/surge arrestors, reactors, capacitors, bus (conductor) structures, and a microwave antenna. Typically, substation components would be surrounded by an 8-foot-high chain-link fence topped with barbed wire. Typical design characteristics for the substations are listed in Table 2 and may vary subject to local regulations. .

Table 2. Typical Design Characteristics of a 500 kV Substation

Equipment	<ul style="list-style-type: none"> • Transmission line take-off structures • Power circuit breakers • Power transformers • Switching equipment • Bus work or bus conductor • Control house • Microwave antenna • Current limiting reactors • Capacitor banks
Access road <ul style="list-style-type: none"> • Width • Road surface • Grading 	<ul style="list-style-type: none"> • Minimum 24 feet wide, based on site-specific conditions (a maximum of 28 feet, including drainage/berms on each side) • Gravel • Heavy road base to support larger equipment
Fire protection facilities	<ul style="list-style-type: none"> • Fire-wall barriers for protection from transformers
Substation/Reactive compensation grounding	<ul style="list-style-type: none"> • Copper wire will be used to facilitate personnel ground protection
Land permanently disturbed ¹	<ul style="list-style-type: none"> • Each substation site: 35 to 85 acres
Land temporarily disturbed	<ul style="list-style-type: none"> • Each substation site: 5 to 20 acres (in addition to permanent disturbance)
Voltage	<ul style="list-style-type: none"> • Multiple voltages; can change voltage from 500 kV to lower voltages
¹ May include areas for transmission structures outside fenced areas.	

ATTACHMENT 2: LOCATION OF UNDERTAKING



ATTACHMENT 3: DEFINITIONS FOR TERMS USED IN THIS PA

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

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

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

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

Consulting Party – Any party that has participated in the development of this PA and has indicated intent to participate in consultations during its implementation, either by signing in concurrence or by written notification to the Agency Official. Consulting Parties include:

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

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

Concurring Party – A party who signs this Agreement but is not legally or financially responsible for completion of stipulations set forth in the Agreement. The refusal of any party invited to concur in the Agreement does not invalidate the Agreement.

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

Cultural Resource – Any location of human activity, occupation, or use identifiable through field inventory, historical documentation, or oral evidence that is older than 50 years. The term includes archaeological, historic, or architectural sites, landscapes, buildings, structures, objects, and places that possess historic and/or cultural significance as well as places with important public and scientific uses, and may include definite locations (sites or places) of traditional cultural or religious importance to specified social and/or cultural groups. They may be but are not necessarily eligible for the NRHP; these properties have not been evaluated for NRHP eligibility.

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

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

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

Class II – Sampling field inventory. Sample oriented field inventory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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