

**MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT  
Ely District Office, Bristlecone Field Office  
and  
NEVADA STATE HISTORIC PRESERVATION OFFICER  
Regarding the  
THE DIRECT SALE OF A PARCEL OF THE ROBISON RANCH (SCHENA)  
WHITE PINE COUNTY, NEVADA**

**WHEREAS**, the Bureau of Land Management (BLM) proposes to conduct a direct sale of a 0.66 acre parcel of public land (Parcel) on the Robison Ranch located in White Pine County, Nevada and has determined that the Undertaking is an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 USC § 306108, and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, the BLM has defined the Undertaking's area of potential effects (APE) in T14N, R70E, S20 as 0.66 acres as depicted on the enclosed maps (Attachment A); and

**WHEREAS**, the BLM, in consultation with the Nevada State Historic Preservation Officer (SHPO), has determined that the Undertaking may have an adverse effect on architectural resources within the Parcel that are unevaluated but will be treated as eligible for listing in the National Register of Historic Places (NRHP) for the purposes of the Undertaking; and

**WHEREAS**, the BLM has consulted with the Ely Shoshone, Duckwater Shoshone, and the Confederated Tribe of the Goshute Reservation pursuant to 36 CFR Part 800. They have determined that the Undertaking will not occur within a property of religious and cultural importance to these tribes; and

**NOW, THEREFORE**, the BLM and the SHPO agree that historic properties and the unevaluated architectural resources within the parcel for the Undertaking shall be implemented in accordance with the following stipulations, which are adequate to resolve the potential adverse effects of the undertaking.

**STIPULATIONS:**

**I. RESOLUTION OF ADVERSE EFFECTS**

The BLM, in consultation with the SHPO, has determined that the mitigation standards for historical resources of local and state significance found in Appendix F of the *State Protocol Agreement between the Bureau of Land Management, Nevada and the Nevada State Historic Preservation Officer for Implementing the National Historic Preservation Act* (Revised December 22, 2014) are adequate to resolve the adverse effects of the Undertaking.

The BLM shall ensure that all photo documentation described in Appendix F, section B, will be completed and draft documents submitted to the SHPO for review and comment prior to the initiation of any activities that may impair the successful completion of the mitigation activities.

- A. The BLM will submit the following draft documents to the SHPO for review and comment via email or other electronic means:
  1. Digital photographs of interior views of all architectural resources within the APE sufficient to detail significant interior elements of the resources; and
  2. A photo log and site plan detailing the date the photo was taken, its orientation, the name of the photographer, and the photo number.
- B. The SHPO will review the draft documents within five (5) working days from receipt. The BLM will address all written comments and incorporate all changes into the final documents. If SHPO does not provide comments to the BLM within five (5) working days, the BLM may finalize the photographs and accompanying documents AND PROCEED WITH THE UNDERTAKING
- C. The BLM will submit the final photographs and accompanying documents to the SHPO within six (6) months of the execution of the Memorandum of Agreement (MOA).

## **II. DURATION**

This MOA will expire if its stipulations are not carried out within five (5) years from its date of execution. At such time, and prior to work continuing on the Undertaking, the BLM shall either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b) extend this MOA. Prior to such time, the BLM may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below. The BLM shall notify the SHPO as to the course of action it will pursue.

## **III. DISPUTE RESOLUTION**

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

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

- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide the SHPO and the ACHP with a copy of such written response.
- C. The BLM shall continue to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

**IV. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date all of the signatories have signed the document and it is filed with the Advisory Council on Historic Preservation (ACHP).

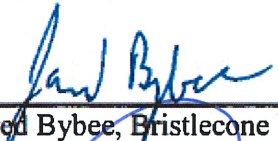
**V. TERMINATION**

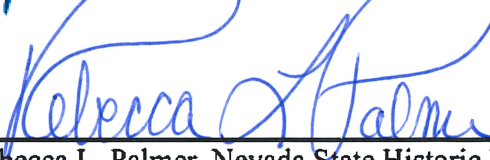
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and prior to work continuing on the Undertaking, the BLM must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7 the BLM shall notify the signatories as to the course of action it will pursue.

The signatories agree that this MOA may be signed in counterparts and the executed MOA, and each signature, will be effective and binding as if all the signatories had signed the same document; and

**EXECUTION** of this MOA by the BLM and the SHPO, and implementation of its terms, evidence that the BLM has taken into account the effects of this Undertaking on historic properties.

**SIGNATORIES:**

  
 \_\_\_\_\_  
 Jared Bybee, Bristlecone FM, Ely District, Bureau of Land Management 10/11/19  
DATE

  
 \_\_\_\_\_  
 Rebecca L. Palmer, Nevada State Historic Preservation Officer 10/11/19  
DATE

**ATTACHMENT A**

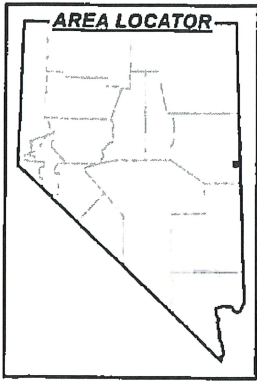
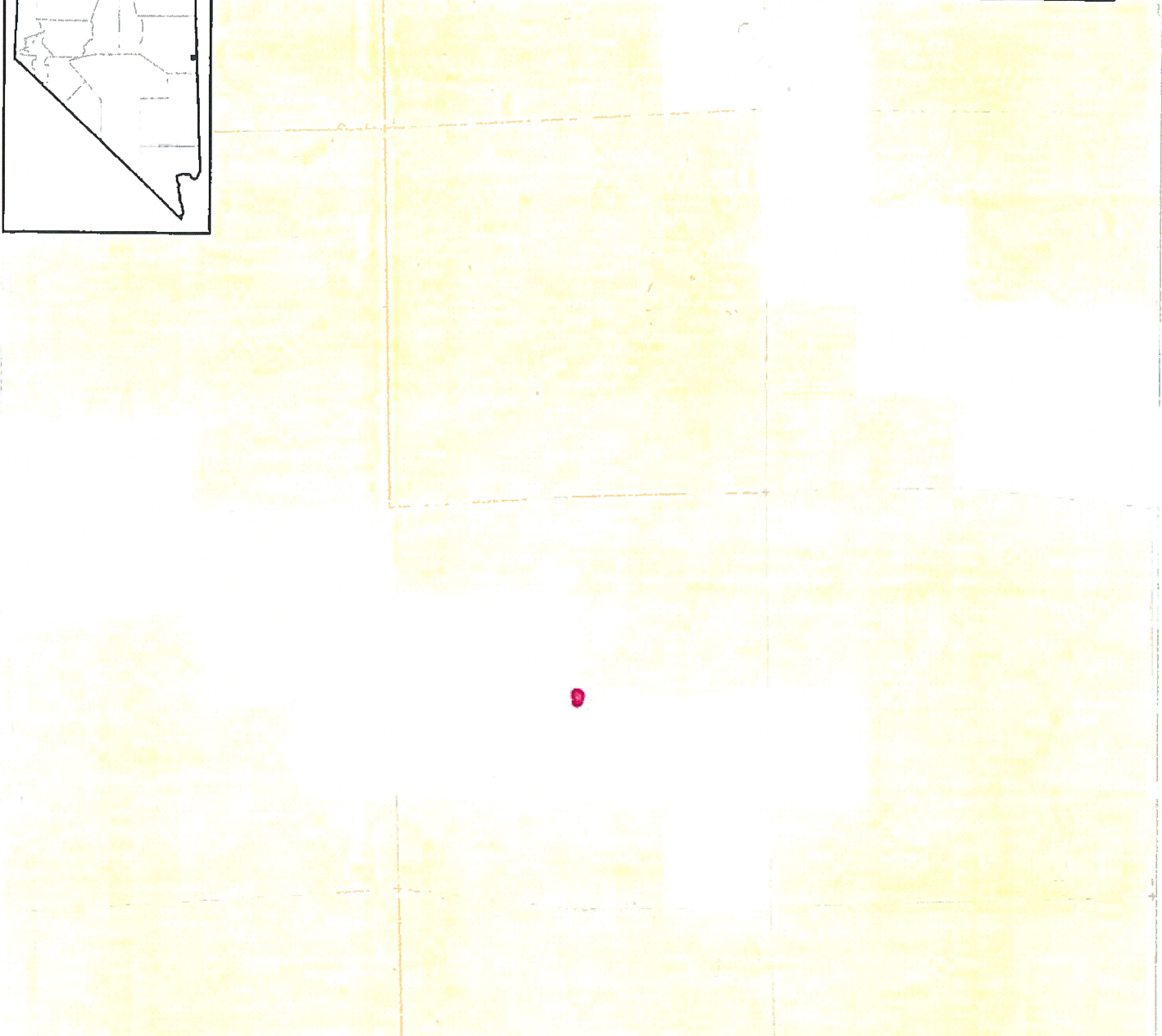



FIGURE 1.1 - AREA OF POTENTIAL EFFECT




**Legend**

-  Area of Potential Effect


**Land Status**

- BLM
- PVT

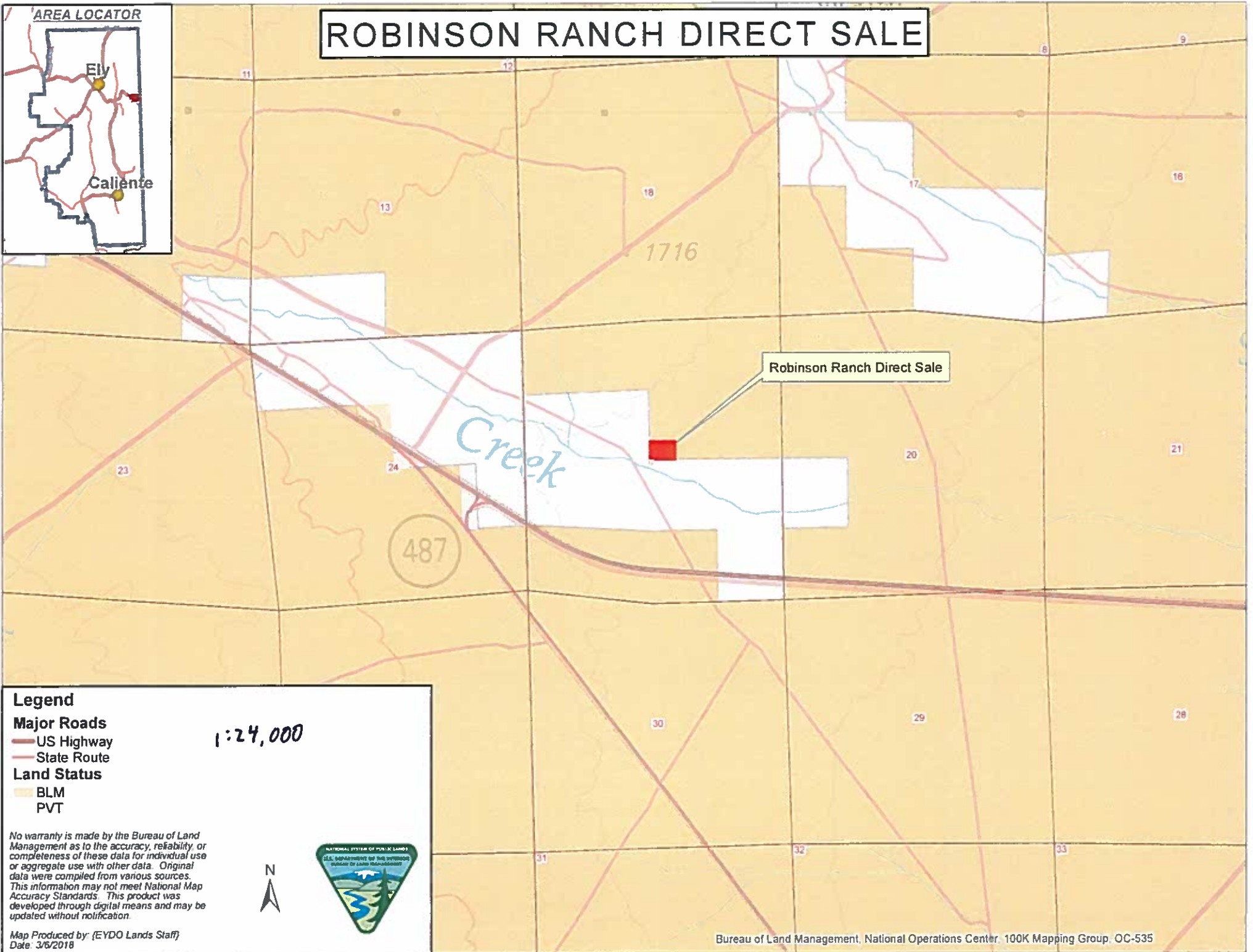
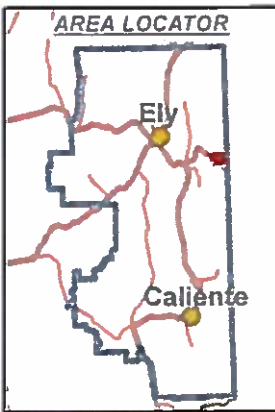


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Map Produced by JS Blustein  
Date: 10/16/2018



# ROBINSON RANCH DIRECT SALE



## Legend

### Major Roads

- US Highway
- State Route

### Land Status

- BLM
- PVT

1:24,000

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Map Produced by: (EYDO Lands Staff)  
Date: 3/6/2018

This attachment contains information that may be exempt from Freedom of Information Act Requests.

Please consult the appropriate federal agency to obtain this information.