

PROGRAMMATIC AGREEMENT

AMONG THE BUREAU OF LAND MANAGEMENT, WINNEMUCCA DISTRICT, NEVADA DIVISION OF HISTORIC PRESERVATION AND ARCHEOLOGY, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING THE TREATMENT OF HISTORIC PROPERTIES DURING MINERAL DEVELOPMENT ASSOCIATED WITH THE ROCHESTER MINE BY COEUR ROCHESTER, INC. AND COEUR EXPLORATION, INC.

WHEREAS, the Bureau of Land Management, Winnemucca District, ("BLM") has determined that the development of the Rochester Mine by Coeur Rochester, Inc. ("CRI") and Coeur Explorations, Inc. ("CEI"), and situated in Pershing County, Nevada, may have an effect upon the properties eligible for inclusion in the National Register of Historic places, and has consulted with the Nevada State Historic Preservation Officer ("SHPO") and the Advisory Council on Historic Preservation ("Council") pursuant to Section 800.13 of the regulations (36 CFR § 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470(f)), and

WHEREAS, CRI, the operator of the Rochester Mine, and CEI, the operator for minerals exploration, participated in the consultation and have been invited to concur in this Programmatic Agreement, and

WHEREAS, this Programmatic Agreement is intended to cover all aspects of the Rochester Mine, and

WHEREAS, the definitions given in the Programmatic Agreement of August, 1990 among the Bureau of Land Management, Nevada State Office, Nevada Division of Historic Preservation and Archaeology, and the Advisory Council on Historic Preservation Regarding the Identification, Evaluation and Treatment of Historic Properties Throughout the State of Nevada on Lands Managed by the Bureau of Land Management, Nevada State Office (BLM Statewide Agreement) are applicable throughout this Agreement;

NOW THEREFORE, the parties agree that development of the Rochester Mine shall be administered in accordance with the following stipulations to satisfy the BLM's Section 106 responsibilities for all individual projects undertaken at the Rochester Mine.

PURPOSE

Mineral exploration and extraction activities currently are being conducted by CRI and CEI under approved plans of operations and notices of intent that are multi-year in scope. CRI has proposed additional amendments to approved plans of operations that would authorize CRI to implement the continuing expansion of existing approved operations at the Rochester Mine. The development of the Rochester Mine ("Undertaking") includes additional minerals exploration by both CRI and CEI and extraction, and processing activities by CRI. Preliminary studies have indicated that historic properties may exist in the area of the Undertaking.

The purpose of this Programmatic Agreement is to establish an understanding between the BLM, the COUNCIL, the SHPO, and CRI and CEI as to how the consultation process under Section 106 of the National Historic Preservation Act will be implemented with regard to the Undertaking. The Programmatic Agreement ("Agreement") defines general and specific measures that will be undertaken by all parties to ensure that the mutual objectives and individual requirements of the National Historic Preservation Act are fulfilled.

INTENT

Subject to the limitations found in the BLM Statewide Agreement and guidelines in Stipulation A.3. of this Agreement, historic properties shall be treated in such a way that effects are avoided or mitigated to the extent practicable, regardless of surface ownership.

AREA DESCRIPTIONS

The area of the Undertaking shall be defined as the Rochester Mine Cultural Resources Review Area (RMCRRRA) as defined in Appendix B.

Prior to conducting activities in the RMCRRRA other than those activities authorized by approved plans of operation and notices of intent prior to this agreement, CRI/CEI shall submit to the BLM plans of operation, amendments to existing plans, or notices of intent, as appropriate for BLM's review under this agreement.

SEQUENTIAL PLANNING

The Undertaking's area of potential effect may encompass historic properties, not all of which need to be dealt with immediately upon the initiation of a specific mineral development project. Therefore, a general schedule of events for identifying, evaluating, and treating historic properties is outlined, based on the phasing of mineral development projects into a sequential series of planning periods of no less than six months. Actions during each six month planning period include the following:

1. CRI/CEI shall define specific mine development and exploration activities to be conducted in the planning period and the area(s) in which these activities will be carried out ("activity area(s)").
2. The BLM shall review present documentation on each area to be affected by a specific project to identify the Area of Potential Effect (APE), identify interested persons and determine if cultural resource inventories have been conducted.
3. If the APE of an activity area has not been inventoried, CRI/CEI shall retain a qualified archaeologist acceptable to the BLM to conduct an inventory and report the results to the BLM.
4. The BLM, in consultation with the SHPO, shall review the inventory report for the APE of an activity area and shall determine if it contains cultural resources eligible for inclusion on the National Register of Historic Places ("NRHP").
5. If no cultural resources are identified, the BLM may authorize CRI/CEI to proceed in the APE of the activity area and notify SHPO and any interested persons of BLM's decision to authorize the activity.
6. If, after consultation with the SHPO, the cultural resources in the APE of an activity area are not eligible for inclusion on the NRHP, the BLM may authorize CRI/CEI to proceed in the APE of that activity area without further consultation with the SHPO.
7. If cultural resources are identified in the APE of an activity area, but their eligibility cannot be determined from inventory data, the BLM will require that an evaluation program, which may include subsurface testing, be approved by the BLM and implemented by CRI/CEI, and that a report assessing eligibility be

prepared. Eligibility recommendations presented in the report shall be reviewed by the BLM, in consultation with the SHPO to determine eligibility.

8. If the BLM determines that eligible historic properties are present which may be affected by specific mining activities associated with a particular activity area, the BLM will, in consultation with the SHPO, interested persons and CRI/CEI, select a treatment option.
9. Where fieldwork is required by the treatment plan, BLM may issue CRI/CEI a notice to proceed with mining operations in the activity area after:
 - (a) the fieldwork phase of the treatment option has been completed;
 - (b) a summary of the fieldwork has been accepted by BLM; and,
 - (c) CRI/CEI has provided a surety for post-fieldwork costs acceptable by BLM as stipulated in I.

STIPULATIONS

The BLM shall ensure that the following stipulations are implemented:

A. Identification

1. Upon receipt of CRI/CEI's proposed mine development and exploration activities for each planning period, BLM shall seek to identify interested persons pursuant to 36 CFR § 800.1(c)(2) and 36 CFR § 800.4(a)(2).
2. The BLM shall ensure that an appropriate cultural resource inventory of the APE of all activity areas not previously inventoried is completed, and that appropriate reports are prepared for each phase of the inventory process.
3. The BLM shall ensure that an inventory of the APE of any activity area not previously inventoried is completed in a manner consistent with the BLM Statewide Agreement and the BLM's *Cultural Resources Inventory General Guidelines* (4th edition, January 1990) or any subsequent edition issued by the BLM.
4. The BLM shall ensure that the inventory is conducted by CRI/CEI in consultation with the BLM, and that an inventory report is submitted to the BLM by CRI/CEI for the BLM's approval. The approved inventory report shall be submitted by the BLM to the SHPO, and interested persons as appropriate, for review and comment. BLM shall consult with the SHPO to resolve the eligibility of identified cultural resources.
5. The BLM shall ensure that the level, intensity and methods of recording cultural resources conform to the standards identified in Stipulation A.3.

B. Resolving Eligibility

1. Information gathered by the inventory process may be inadequate to allow determination of a cultural resource's eligibility for the National Register of Historic Places (NRHP). In such case, the BLM may, after obtaining SHPO's concurrence on an evaluation plan which may include subsurface testing,

authorize the plan under the mandates of the Archeological Resources Protection Act (16 U.S.C. 470).

2. In developing an evaluation plan for SHPO concurrence, the BLM shall ensure that any testing is limited to defining the nature, density, and distribution of materials in potential historic properties. Testing is intended to provide the minimum data necessary to make final evaluations of NRHP eligibility and to devise treatment options.
3. Documentation of inventory and evaluation results, including eligibility recommendations, shall be reviewed by the BLM. Upon approval, the BLM shall forward this documentation to the SHPO for review and comment.
4. The BLM, in consultation with the SHPO, shall ensure that all cultural resources located within the APE of an activity area are evaluated for eligibility to the NRHP prior to the initiation of activities that may affect historic properties.
5. If the SHPO and the BLM disagree regarding the eligibility of properties for listing on the NRHP, the BLM shall seek a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 800.4. The Keeper's determination will be considered final. CRI/CEI will be kept informed of the progress in a timely manner.

C. Treatment

1. In developing treatment plans, the BLM, in consultation with SHPO and interested persons, shall determine the precise nature of effects that can be anticipated to the values of historic properties identified in the APE. BLM shall ensure that CRI/CEI seeks to avoid properties eligible for inclusion on the NRHP through design of project facilities, relocation of facilities, or by other means, to the extent practicable.
2. Recognizing that avoidance may not be feasible or prudent, the BLM, in consultation with SHPO, CRI/CEI and interested persons, shall ensure that CRI/CEI develops an appropriate treatment plan designed to lessen or mitigate project related effects.
3. When data recovery is the preferred treatment option for an eligible property or properties within an activity area, the BLM shall ensure that CRI/CEI develops a plan for the recovery of archeological data based on an appropriate research design and that the plan is submitted to the SHPO as stipulated in H.2., and to the COUNCIL for informational purposes. Such data recovery plans shall be consistent with the Secretary of the Interior's *Standards and Guidelines For Archeological Documentation* (48 FR 44734-37) and shall conform to the BLM *Statewide Agreement* and guidelines noted in Stipulation A.3.
4. If the SHPO or an interested person objects to all or part of the proposed treatment plan, the BLM shall attempt to resolve the objection pursuant to Stipulation J. Upon completion of the consultation process, the BLM shall ensure that the treatment plan and any modifications to it resulting from the negotiations are implemented.

5. The BLM shall ensure that any human remains and grave-related artifacts encountered during data recovery are treated with the respect due such evidence and according to Federal and State law and local ordinances.
6. The BLM shall ensure that all records and materials resulting from identification and data recovery efforts are curated in accordance with 36 CFR Part 79 by a BLM-approved facility in Nevada, and that all materials to be returned to their owners shall be maintained in accordance with 36 CFR Part 79 until the materials analysis is complete and the materials are returned.
 - (a) Unless otherwise negotiated, all materials must be curated or returned to their owners when the final report is accepted by the BLM.
 - (b) Unless otherwise negotiated with CRI/CEI, the BLM shall hold a surety bond from CRI/CEI as specified in Stipulation I until curation is complete.
7. The BLM shall ensure that all final archeological reports resulting from actions pursuant to this Agreement will be provided to the SHPO and COUNCIL, and made available to other interested parties, and to the National Technical Information Service (NTIS). The BLM shall ensure that all such reports are responsive to contemporary professional standards, and to the Department of Interior's *Formal Standards for Final Reports of Data Recovery Program* (42 FR 5377-79).

Precise locational data may be provided only in a separate index if it appears that its release could jeopardize archeological sites.

A draft final report shall be due as stated in Stipulation H.2. unless otherwise negotiated

D. Discovery Situations

1. Cultural resources, not previously identified, which are discovered while conducting mining activities shall be subject to this Agreement. If such cultural resources are discovered, mining related activities within 100 meters of the discovered resources will cease immediately and CRI/CEI shall notify the BLM authorized officer and SHPO.
2. The BLM shall consider SHPO's initial comments on the discovery and, within two working days, shall notify CRI/CEI, SHPO and interested persons, as appropriate, of the BLM's decision whether to allow mining related activities to proceed or to seek mitigative measures for the discovered cultural resources.
3. If, in consultation with the SHPO, BLM determines that mitigation is appropriate, the BLM shall notify the COUNCIL of the discovery and proposed mitigative measures, and request comments from the SHPO and interested persons, as appropriate, on means of mitigating such properties. Any comments offered by the SHPO and interested persons will be documented and made available for public inspection. The SHPO and other interested persons as appropriate will provide BLM with comments in a timely manner so that they can be considered and the BLM can make a decision regarding the nature and extent of mitigative efforts within seven working days of BLM's notification to CRI/CEI of the need for mitigation. The BLM shall ensure that such mitigative actions are implemented.

4. The BLM shall ensure that reports of mitigation efforts for discovery situations are completed in a timely manner and conform to the Department of Interior's *Formal Standards for Final Reports of Data Recovery Program* (42 FR 5377-79). Drafts of such reports shall be submitted to the SHPO for review and comment. Final reports shall be submitted to the SHPO, COUNCIL and interested persons for informational purposes.
5. Mining activity in the area of the discovery will be halted until CRI/CEI is notified by the BLM Authorized Officer that mitigation is complete and activities can resume.

E. Other Considerations

1. The BLM shall ensure that all stipulations of this Agreement are carried out by the BLM, CRI/CEI, and all of its contractors or other personnel. Non-conformance to the stipulations of this Agreement shall invoke the non-compliance provisions of 43 CFR 3809 and may result in a letter of non-compliance.
2. The BLM shall ensure that historic, architectural, and archeological work conducted pursuant to this Agreement is carried out by, or under the direct supervision of persons meeting qualifications set forth in BLM Manual 8151, the *BLM Nevada Cultural Resources Inventory General Guidelines* (4th edition, January 1990) or subsequent editions issued by BLM.
3. CRI/CEI, in cooperation with the BLM and the SHPO, shall ensure that all its personnel, and all the personnel of its contractors, are directed not to engage in the illegal collection of historic and prehistoric materials. CRI/CEI shall cooperate with the BLM to ensure compliance with the *Archeological Resources Protection Act of 1979* (16 U.S.C. 470).
4. CRI/CEI shall bear the expense of identification, evaluation, and treatment of all historic properties directly or indirectly affected by CRI/CEI related activity to the extent that such properties are situated on land owned or controlled by CRI/CEI as defined in Appendix B. Such costs shall include, but not be limited to, pre-field planning, field work, post-fieldwork analysis, research and report preparation, interim and summary report preparation, and costs associated with the curation of project documentation and artifact collections.

F. Reports and Monitoring

1. The BLM, the SHPO, and the COUNCIL may monitor actions carried out pursuant to this Agreement, and the COUNCIL shall review such actions when so requested. The BLM shall submit a monitoring report for the SHPO and the COUNCIL at least every 12 months. This report will assist the SHPO and the COUNCIL in monitoring actions carried out under this Agreement and provide a basis for review. The reporting year shall conform to the federal fiscal year and the report will be submitted to the SHPO and the COUNCIL by June 1st of the year following the fiscal year under review.

G. Notices to Proceed

1. Notices to proceed (NTP) may be issued by the BLM to CRI/CEI for activity areas under any of the following conditions:

- (a) the APE for an activity area has been inventoried and BLM and SHPO have determined that there are no historic properties within the activity area APE;
 - (b) a treatment option for historic properties affected by the activity has been approved by the BLM after consultation with the SHPO and interested persons; and,
 - (c) BLM, in consultation with SHPO, has determined that the proposed activity does not have the potential to affect historic properties, if any such properties exist.
2. If the treatment option selected for a historic property requires fieldwork to be performed, the BLM may authorize CRI/CEI to proceed with the specific mining activities that would affect the historic property after:
- (a) the fieldwork phase of the treatment option has been completed; and,
 - (b) the BLM has accepted a summary description of the fieldwork performed and a reporting schedule for that work; and
 - (c) CRI/CEI has posted a surety acceptable to the BLM as stipulated in I. below for post-fieldwork costs of the treatment plan.

H. Timeframes

1. **Inventory:** The BLM shall review and comment on the results of any cultural resources inventory submitted by CRI/CEI within the time frames indicated in the BLM's *Cultural Resources Inventory General Guidelines* (4th edition, January 1990) or any subsequent edition issued by the BLM.
2. **Consultation:** The BLM shall submit the results of all identification and evaluation efforts, and treatment plans to the SHPO for a 15-day review and comment period. If the SHPO does not respond to the BLM within 15 days of receipt of a submittal, the BLM shall presume that the SHPO concurs with the BLM's findings and recommendations as detailed in the submittal. The concurring party, CRI/CEI, will be appraised by the BLM as to the status of these efforts.
3. **Reports:** A draft final report of all identification, evaluation, treatment or other mitigative activities will be due to the BLM within 9 months after the completion of the fieldwork associated with the activity, unless otherwise negotiated. The concurring party, CRI/CEI, will be appraised by the BLM as to the status of the draft reviews.
4. **Curation:** All records, photographs, maps, field notes, artifacts, and other materials collected or developed for any identification, evaluation, or treatment activities shall be curated in a facility approved by the BLM at the time that the final report associated with that activity is accepted by the BLM.

I. Surety Bonds

1. CRI/CEI will post a surety with the BLM in an amount sufficient to cover all post-fieldwork costs associated with implementing a treatment plan or other

mitigative activities, as negotiated by CRI/CEI when they contract for services in support of this Agreement. Such costs may include, but are not limited to post-field analyses, research and report preparation, interim and summary reports preparation, and the curation of project documentation and artifact collections in a BLM approved curation facility.

2. The surety posted shall be subject to forfeiture if the post-fieldwork tasks are not completed within the time period established by the treatment option selected; provided, however, that the BLM and CRI/CEI may agree to extend any such time periods. The BLM shall notify CRI/CEI that the surety is subject to forfeiture and shall allow CRI/CEI 15 days to respond before action is taken to forfeit the surety.
3. The surety shall be released, in whole or in part, as specific post-fieldwork tasks are completed and accepted by the BLM.

J. Dispute Resolution

1. If the SHPO issues an objection regarding a matter submitted by the BLM for review, the BLM shall consult with the SHPO to resolve the objection. If the either party determines that the objection cannot be resolved, the BLM shall request the comments of the COUNCIL. The COUNCIL shall provide its comments, if any, within 30 days after receipt of the request from the BLM. Any COUNCIL comment provided in response to such a request will be taken into account by the BLM. The BLM's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.
2. If an objection is raised by a representative of local government, or a member of the public, the BLM shall take the objection into account and consult as needed with the objecting party and the SHPO in an attempt to resolve the objection. If the BLM determines that the objection cannot be resolved, it shall request the comments of the COUNCIL. The COUNCIL shall provide its comments, if any, within 30 days after receipt of the request from the BLM. Any COUNCIL comment provided in response to such a request will be taken into account by the BLM. The BLM's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

K. Amendment

1. Any party to this Agreement may request that this Agreement be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment. The BLM shall ensure that no actions will be taken that would affect historic properties or that would foreclose the consideration of modifications or alternatives until the consultation process concerning the proposed amendment has been completed.

L. Termination

1. Any party to this Agreement may terminate the Agreement by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of a termination, the BLM will comply with 36 CFR §§ 800.4 through 800.6 with regard to individual actions covered by this Agreement.

M. Execution

1. Execution and implementation of this Agreement evidences that the BLM has afforded the Council a reasonable opportunity to comment on the Undertaking and its effects on historic properties and that BLM has satisfied its Section 106 responsibilities for all individual actions associated with the development of the Rochester Mine.
2. In the event that the BLM does not carry out the requirements of this Agreement, the BLM shall comply with 36 CFR §§ 800.4 through 800.6 with regard to individual actions covered by this agreement.
3. This agreement shall become effective on the date of the last signature below, and shall remain effective, unless earlier terminated as provided in Stipulation L, until the later of a date of 15 years from the effective date or until the development of the Rochester Mine, including all exploration, mining, and reclamation, is complete.

CONSULTING PARTIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Robert D. Bush Date: 8/4/92
 Title: Executive Director

BUREAU OF LAND MANAGEMENT

By: Lon Wenker Date: May 4, 1992
 Title: Winnemucca District Manager

NEVADA STATE HISTORIC PRESERVATION OFFICER

By: Wesley M. Galdrica Date: June 18, 1992
 Title: ^{deputy} State Historic Preservation Officer

CONCURRING PARTIES:

COEUR ROCHESTER, INC.

By: Robert Martinez Date: 4/27/90
 Title: V Pres. & General Manager

COEUR EXPLORATION, INC.

By: [Signature] Date: 27 Apr. 1 1992
 Title: Authorized Agent

APPENDIX A

Rochester Mine Cultural Resources Review Area

The Rochester Mine Cultural Resources Review Area (RMCRRA) shall consist of all property within the boundary depicted on the attached Figure 2 and any other property in which CRI/CEI acquires ownership or control for use in development of the Rochester Mine. The parties agree that the legal description and Figure 2 shall be amended from time to time as may be necessary to include any additional property acquired by CRI/CEI for use in the development of the Rochester Mine.

The parties acknowledge that the property owned or controlled by CRI/CEI consists of public land administered by the BLM on which CRI/CEI holds unpatented mining and millsite claims and private land either owned or controlled by CRI/CEI for use in development of the Rochester Mine. The property owned or controlled by CRI/CEI consists primarily of the land depicted in Figure 2.

LEGAL DESCRIPTION (see Fig. 2)

MAP REFERENCES:	Lovelock, Nevada, 1984, 1:100,000
	Buffalo Mountain, Nevada, 1987, 1:24000 (Provisional Edition)
	Fitting, Nevada, 1987, 1:24000 (Provisional Edition)
	Rochester, Nevada, 1987, 1:24000 (Provisional Edition)
	Unionville, Nevada, 1987, 1:24000 (Provisional Edition)
T 29N R 34E	Sections 20-29 Sections 32-36
T 28N R 35E	Sections 29-32
T 28N R 34E	Sections 1-36
T 28N R 33E	Sections 1-2 Sections 11-14 Sections 24
T 27N R 35E	Sections 5-8
T 27N R 34E	Section 5

FIGURES

FIGURE 1 PROJECT LOCATION

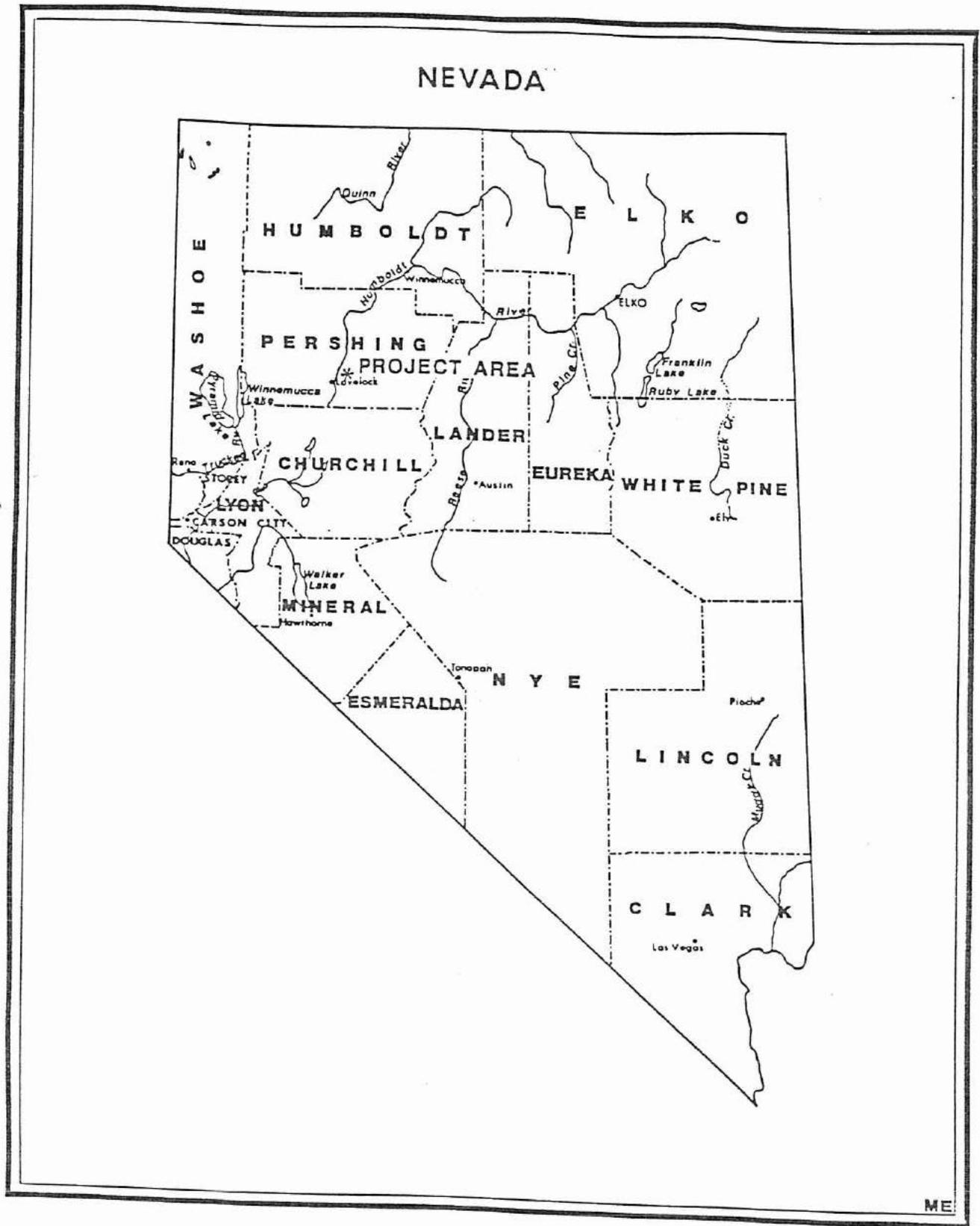
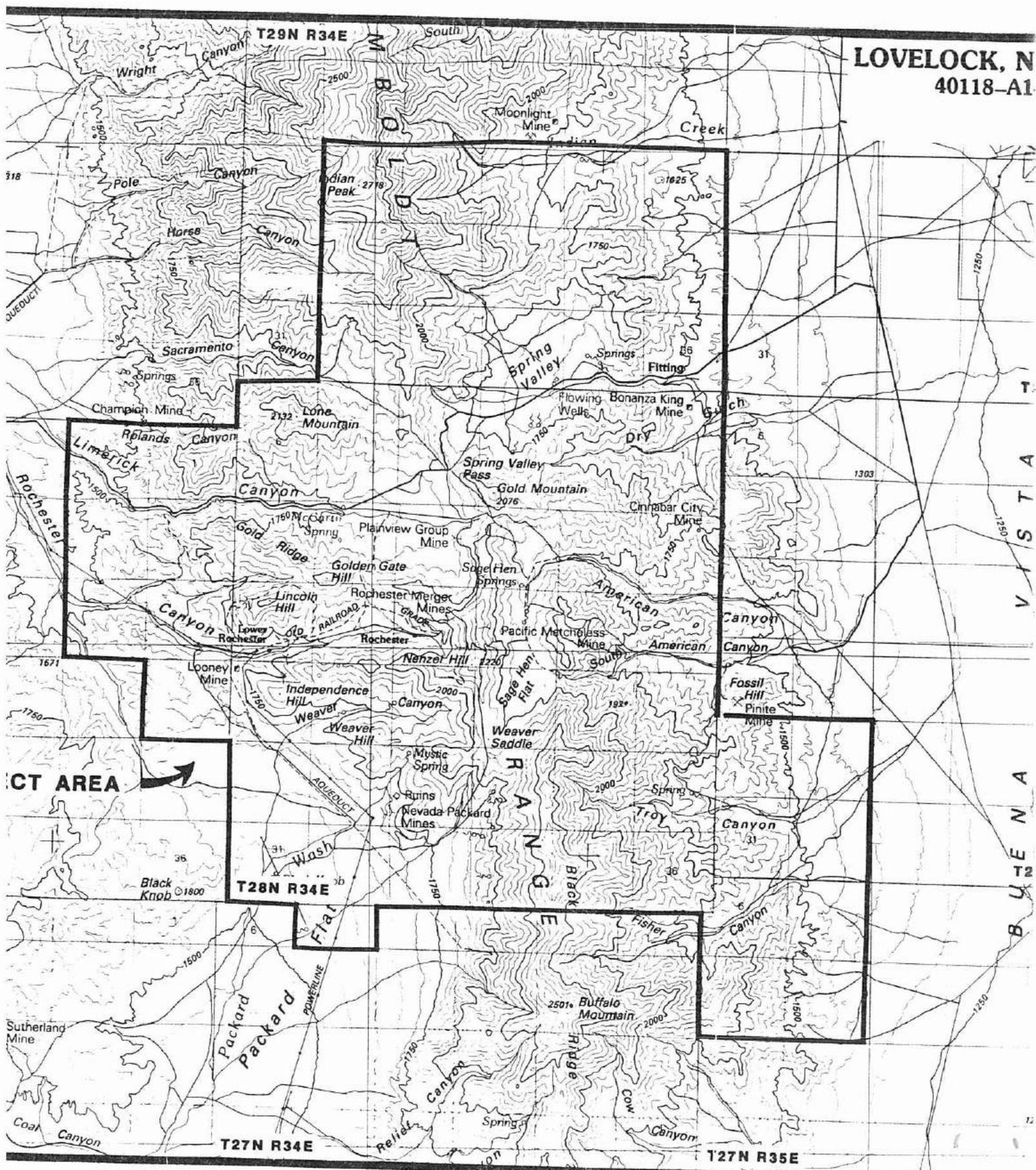


Figure 1: General Location

FIGURE 2
MAP OF ROCHESTER MINE CULTURAL RESOURCES REVIEW AREA
(RMCRA)

LOVELOCK, N
40118-A1



CT AREA →

T28N R34E

T27N R34E

T27N R35E