

**MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE THREE KIDS MINE SITE LAND CONVEYANCE
CLARK COUNTY, NEVADA**

WHEREAS, the Three Kids Mine Remediation and Reclamation Act (Public Law 113-135) signed into law on July 25, 2014 (Act) conveys approximately 1,262 acres, comprised of 948 acres federal land administered by the Bureau of Land Management (BLM) and the Bureau of Reclamation (BOR), and 314 acres of non-federal lands to the City of Henderson, Nevada Redevelopment Agency (Agency); and

WHEREAS, a Focused Feasibility Study approved by the Nevada Division of Environmental Protection in July 2022 conducted a Federal Authority Survey that deemed 851 acres of federal lands suitable for conveyance (Appendix A); and

WHEREAS, the BLM has determined that this land conveyance (Conveyance) is an undertaking subject to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA), 54 USC § 306108, and its implementing regulations at 36 CFR Part 800, and is the lead federal agency for this undertaking; and

WHEREAS, the BOR has federal lands that will be conveyed by Public Law 113-135, has compliance responsibilities pursuant to Section 106 of the NHPA, had identified BLM as the lead federal agency for the Section 106 of the NHPA compliance, and is an Invited Signatory to this Memorandum of Agreement (Agreement); and

WHEREAS, the BLM has consulted with the Nevada State Historic Preservation Officer (SHPO) in accordance with the regulations at 36 CFR § 800.6(c), and is a Signatory to this Agreement; and

WHEREAS, the Agency, as the lands recipient identified in the Act, and solely for the purpose of immediately conveying the Federal Lands to the Responsible Party, has participated in this consultation pursuant to 36 CFR § 800.2(c)(3), and is an Invited Signatory to this Agreement; and

WHEREAS, in accordance with the Act, the Agency has designated a private sector entity (Responsible Party), approved by the State of Nevada, to complete the assessment, remediation, reclamation and redevelopment of the Three Kids Mine Site; and

WHEREAS, the Responsible Party, as the ultimate recipient of the lands identified by the Agency, will be responsible for all obligations related to the conveyance of the Federal Lands to the Agency, including any and all expenses and obligations related to this Agreement, has

participated in this consultation pursuant to 36 CFR § 800.2(c)(3), and is an Invited Signatory to this Agreement; and

WHEREAS, the BLM has defined the area of potential effects (APE) for the undertaking as all geographic areas within the Conveyance that may have direct, indirect, or cumulative effects to historic properties (Appendix B). The BLM has determined that the APE includes the entire conveyance area, plus a one-mile buffer; and

WHEREAS, the BLM has determined, in consultation with the SHPO, that five (5) historic properties are located within the APE: 26CK4509, 26CK11276, D428, S2835 and S3186 (Appendix C); and

WHEREAS, the BLM, in consultation with the SHPO, has determined that the conveyance of lands out of federal ownership is an adverse effect on the five historic properties identified; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the BLM has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with the specified documentation, and the ACHP has declined the invitation in a letter dated May 31, 2023, pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, pursuant to the special relationship between the federal government and Indian tribes, and Section 101(d)(6)(B) of the NHPA (54 U.S.C. § 302706(b)), the BLM is responsible for government-to-government consultation with federally recognized Indian tribes. The BLM has formally notified and invited the following federally recognized Indian tribes to consult on the Conveyance and to participate in this Agreement as Concurring Parties: the Chemehuevi Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Las Vegas Paiute Tribe, Moapa Band of Paiute Indians, and Twenty-Nine Palms Band of Mission Indians (hereinafter collectively referred to as Tribes); and

WHEREAS, the BLM has invited the National Park Service (NPS), as the Old Spanish National Historic Trail (OSNHT) Co-administrator, to participate in the development of this Agreement. The NPS declined to participate in an email response dated May 8, 2023; and

WHEREAS the Signatories, Invited Signatories, and Concurring Parties (hereinafter collectively referred to as Consulting Parties) agree that this Agreement may be signed in counterparts, and the executed Agreement, and each signature, will be effective and binding as if all Parties had signed the same document; and

NOW, THEREFORE, the BLM and the SHPO (hereinafter Signatories) agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

The BLM shall ensure that the following measures are carried out:

STIPULATIONS

I. ROLES AND RESPONSIBILITIES

- A. The Field Manager for the Las Vegas Field Office is the BLM Authorized Officer for the Conveyance. The Field Manager, or designee, is the point of contact for the BLM.
- B. The Resource Management Officer for the BOR is the Authorized Officer for the ongoing management of site 26CK4509. The Resource Management Officer, or designee, is the point of contact for the BOR.
- C. The Nevada State Historic Preservation Officer, or designee, is the point of contact for the SHPO.
- D. The Executive Director of the Agency, or designee, is the point of contact for the Agency.
 - 1. The Agency shall identify the Responsible Party for implementing the terms of this Agreement.
- E. The Responsible Party shall identify a representative, or designee, to be their point of contact.
 - 1. The Responsible Party shall be responsible for all expenses associated with carrying out the provisions of this Agreement, except for costs incurred by the Consulting Parties during fulfillment of the responsibilities assigned to them in this Agreement. The Responsible Party is responsible for costs incurred by the BLM in accordance with the cost recovery agreement between the Responsible Party and the BLM.
 - 2. The Responsible Party shall retain a cultural resources consultant(s) that meets the Administrative Provisions identified in Stipulation VI of this Agreement to complete all work undertaken to satisfy the terms of this Agreement.
 - 3. Should the Responsible Party change after this Agreement is executed but before its implementation is complete, either through a change in ownership of the conveyed lands or a change in development company, the Responsible Party shall ensure that the new owner and/or developer will be responsible for all terms and conditions assigned to the Responsible Party through this Agreement. The Responsible Party will also notify the Consulting Parties of the change.

II. RESOLUTION OF ADVERSE EFFECTS

- A. The BLM has determined that the undertaking will have direct adverse effects on historic properties 26CK11276, D428, S2835 and S3186; and indirect and cumulative adverse effects to site 26CK4509.
- B. The BLM shall ensure that the Responsible Party, through their consultant(s), will resolve the direct adverse effects of the undertaking on historic properties D428 and 26CK11276, will be resolved through intensive archival research and analysis of the field data collected during survey. The two historic properties are collectively known as the Three Kids Mine Historic District (TKMHD). This additional research will be used to develop a more complete historical context for the TKMHD, to be submitted as a technical report to the BLM. The data from the technical report will be used to develop one or more scholarly presentations, public presentations, and public outreach materials.
- C. The BLM shall ensure that the Responsible Party, through their consultant(s), will resolve the direct adverse effects of the undertaking on historic properties S2835 and S3186 through intensive archival research. This additional research will be included in the historical context, presentations, and public outreach materials identified in Stipulation II (B).
- D. The BOR shall ensure that the Responsible Party, through their consultant(s), will resolve the effects of the undertaking on 26CK4509 through:
 - 1. Improved fencing installed no later than four (4) years after the execution of the MOA; and
 - 2. Development of an annual monitoring program to ensure ongoing avoidance within two (2) years of the execution of the MOA; and
 - 3. Aerial imagery of the resource that can be used as a baseline condition assessment of the resource and for any other further research of the site; and
 - 4. Development and presentation, in consultation with the SHPO and the Tribes, of a poster or paper at a regional conference no later than three (3) years after the execution of the MOA. The BOR will ensure that the Tribes and the SHPO will be provided a digital and hard copy version of the final products no later than sixty (60) days following the presentation.

III. HISTORIC PROPERTIES TREATMENT PLAN

- A. The BLM shall ensure that the Responsible Party, through their consultant(s), develops and completes the mitigation products described in Stipulation II above. The mitigation products will be fully described in an Historic Properties Treatment Plan (HPTP).
 - 1. Within thirty (30) days of the conveyance of the land, the Responsible Party will identify the consultant(s), that meet the criteria identified in Stipulation V.A, and which will be responsible for developing the HPTP and the mitigation products described in Stipulation II.
 - 2. The HPTP and individual mitigation products shall be developed consistent with the documentation standards identified in Stipulation V(B).
- B. The HPTP will include, but is not limited to:
 - 1. A description of the historic properties, or portions of historic properties, which are being adversely affected by this Undertaking, including the results of previous research relevant to the Conveyance and any previous efforts associated with other undertakings to resolve adverse effects to the same historic property(ies); and
 - 2. A description of the lines of communication and key personnel associated with the development of the mitigation products; and
 - 3. The method(s) to resolve the direct, indirect, and cumulative adverse effects identified, the methods to be used in data management, and methods of dissemination of appropriate data to the professional community and the public; and
 - 4. A proposed schedule for all identified tasks, and a schedule for the submission of draft and final reports to the Consulting Parties; and
 - 5. The proposed disposition of any records in accordance with 36 CFR Part 79 and 25 CFR Part 262; and
 - 6. An outline for the Report of Activities that will be required to document the actions taken to resolve adverse effects; and
 - 7. A plan with procedures to be followed for the conclusion of mitigation if the Conveyance is suspended or terminated.
- C. The Responsible Party, through their consultant(s), shall submit the draft HPTP to the BLM for review within three (3) months of the execution of this Agreement.

Consulting Party review of the HPTP will proceed in accordance with the communication procedures in Stipulation V. The Final HPTP will be included as Appendix D to this Agreement.

IV. HPTP IMPLEMENTATION

- A. The Responsible Party, through their consultant(s), will initiate the implementation of the HPTP within three (3) months of its approval.
- B. The Responsible Party, through their consultant(s), shall provide the BLM with draft mitigation products in accordance with the timeline identified in the HPTP. Review and approval of each mitigation product will follow the communication procedures identified in Stipulation V.
- C. Within thirty (30) days after all work required by the HPTP has been completed, the Responsible Party, through their consultant(s), shall provide a final mitigation summary report to the BLM that documents the completion of all mitigation measures. Review and approval of the final mitigation summary report will follow the communication procedures identified in Stipulation V.

V. COMMUNICATION PROCEDURES

- A. Consulting Party review of all documents referenced in the Agreement, including the HPTP, mitigation products, and final reports will follow the procedures outlined below.
 - 1. The BLM will review draft documents within thirty (30) calendar days of receipt.
 - 2. The Responsible Party, through their consultant(s), shall revise the draft documents to address the BLM comments within ten (10) calendar days of receipt of those comments.
 - 3. The BLM shall provide the hard copy revised draft documents to the Consulting Parties for a thirty (30) calendar day from receipt review and comment period. If the Consulting Parties do not provide a timely response, the BLM may finalize the draft documents.
 - 4. The Responsible Party, through their consultant(s), shall revise the draft documents to address any timely comments. The Responsible Party, through their consultant(s), shall provide a proposed final document to the BLM.
 - 5. The BLM shall provide the hard copy proposed final documents to the Consulting Parties for a fifteen (15) calendar day review and comment

period from receipt. If the Consulting Parties do not provide a timely response, the BLM may finalize the proposed final documents.

6. The BLM shall provide final copies to all Consulting Parties upon approval of final document by the BLM.

VI. ADMINISTRATIVE PROVISIONS

- A. **PROFESSIONAL QUALIFICATION STANDARDS:** All actions prescribed by this Agreement that involve the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of historic properties and that involve the reporting and documentation of such actions in the form of reports, forms or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (PQS), as appropriate (48 Fed. Reg. 44738-44739 dated September 29, 1983), and who have been permitted for such work, as necessary, by the BLM Nevada State Office. However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is directly supervised by someone who meets the PQS.
- B. **DOCUMENTATION STANDARDS:** Reporting on and documenting the actions cited in this Agreement shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Fed Reg. 44716-40 dated September 29, 1983), follow the guidance provided in the ACHP's Section 106 Archaeology Guidance (www.achp.gov/archguide) (2009), as well as, the BLM 8100 Manual, Guidelines and Standard for Archaeological Inventory (Nevada State Office), Guidelines for Record and Reporting and Recording Architectural Resources in Nevada, for the Preparation and Review of Archaeological Reports, and any specific and applicable state, county, or local requirements or report formats.
- C. **CURATION STANDARDS:** On BLM-administered land and BOR withdrawn lands, all records and materials resulting from the actions required by this Agreement shall be curated in accordance with 36 CFR Part 79 and the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) (Pub. L. 101-601) and 43 CFR Part 10.

VII. DISPUTE RESOLUTION

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

1. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP shall provide BLM with its advice on the resolution of the objection within 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 Parties and provide them with a copy of this written response. The BLM shall then proceed according to its final decision.
 2. 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 regarding 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 Signatories to the Agreement and provide them and the ACHP with a copy of such written response.
- B. The BLM may carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute.

VIII. AMENDMENTS

- A. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP.

IX. TERMINATION

- A. If any Signatory or Invited Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory or Invited Signatory may terminate the Agreement upon written notification to the other Signatories.
- B. If the Agreement is terminated, and prior to work continuing on the undertaking, the BLM shall either (a) execute a new Agreement 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 other Signatory and Invited Signatories to the Agreement as to the course of action that it will pursue.

X. DURATION OF AGREEMENT

- A. This Agreement will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the BLM may consult with the

other Signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VIII.

XI. EFFECTIVE DATE

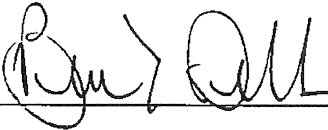
- A. This Agreement and any amendments shall take effect on the date that it has been fully executed by the Signatories.
- B. Execution and implementation of this Agreement is evidence that the BLM has taken into account the effect of the undertaking on historic properties, afforded the ACHP reasonable opportunity to comment, and that the BLM has satisfied its responsibilities under Section 106. The Signatory and Invited Signatories to this Agreement represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

The remainder of this page is blank.

**MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE THREE KIDS MINE SITE LAND CONVEYANCE
CLARK COUNTY, NEVADA**

SIGNATORY PARTY

BUREAU OF LAND MANAGEMENT-LAS VEGAS FIELD OFFICE

BY:  DATE: 11 / 9 / 2023

Bruce Sillitoe, Field Manager

SIGNATORY PARTY

NEVADA STATE HISTORIC PRESERVATION OFFICE

BY: 

DATE: 11/14/2023

Rebecca L. Palmer, State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE THREE KIDS MINE SITE LAND CONVEYANCE
CLARK COUNTY, NEVADA**

INVITED SIGNATORIES:


BUREAU OF RECLAMATION

CITY OF HENDERSON REDEVELOPMENT AGENCY

RESPONSIBLE PARTY

INVITED SIGNATORY

BUREAU OF RECLAMATION

BY:  DATE: 11/30/2023

Shonna Dooman, Chief, Resource Management Office, Lower Colorado Region

INVITED SIGNATORY

CITY OF HENDERSON REDEVELOPMENT AGENCY

BY: _____

Stephanie Gause

DATE: _____

1/10/24

for Name, Executive Director

Richard Derrick

INVITED SIGNATORY

RESPONSIBLE PARTY

BY:  DATE: 11-17-23

Robert Unger, Managing Member, Lakemoor Ventures, LLC

**MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE THREE KIDS MINE SITE LAND CONVEYANCE
CLARK COUNTY, NEVADA**

PARTIES INVITED TO CONCUR IN THE AGREEMENT:

CHEMHUEVI INDIAN TRIBE
COLORADO RIVER INDIAN TRIBES
FORT MOJAVE INDIAN TRIBE
LAS VEGAS PAIUTE TRIBE
MOAPA BAND OF PAIUTE INDIANS
TWENTY-NINE PALMS BAND OF MISSION INDIANS

CONCURRING PARTY

CHEMEHUEVI INDIAN TRIBE

BY: Glenn Lodge DATE: December 1, 2023
Glenn H. Lodge, Chairman

CONCURRING PARTY

COLORADO RIVER INDIAN TRIBES

BY: _____ DATE: _____

Amelia Flores, Chairwoman

CONCURRING PARTY

FORT MOJAVE INDIAN TRIBE

BY: _____ DATE: _____

Timothy Williams, Chairman

CONCURRING PARTY

LAS VEGAS PAIUTE TRIBE

BY: _____ **DATE:** _____

Deryn Pete, Chairwoman

CONCURRING PARTY

MOAPA BAND OF PAIUTE INDIANS

BY: _____ **DATE:** _____

Greg Anderson, Chairman

CONCURRING PARTY

TWENTY-NINE PALMS BAND OF MISSION INDIANS

BY:_____ DATE:_____

Darrell Mike, Chairman

APPENDIX A:
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION FOCUSED FEASIBILITY
STUDY

Land Surveyor Report

Final Determination by the Certified DOI Land Surveyor:

For Appraisal Purposes Only

LSR 2022-020/N-93556

Three Kids Mine

T. 21 S., R. 63 E.

Mount Diablo Meridian, Nevada.

This review is based upon a request from Elizabeth Moody, Realty Specialist, and signed by Jamie Moeini, Acting Assistant Field Manager, Division of Lands, Las Vegas Field Office, Southern Nevada District Office, dated April 5, 2022. The following determination has been made by the DOI Land Surveyor or Certified Federal Surveyor:

(Check one)

X	The [land description/land surveys] is/are acceptable for the stated purpose, see comments below.
	The [land description/land surveys] has/have potential problems as noted below; however, the risk appears minor and the action within the stated purpose should not be affected.
	The [land description/land surveys] has/have potential problems and should not be used for the stated purpose. The following errors and/or concerns as noted below need to be corrected/addressed before this/these [land description / land surveys] should be used.
	A boundary survey is required. (See cost/time estimate below)

Recommendations/Comments/Concerns/Corrections:

This land surveyor report is limited to an office evaluation and sufficiency of Federal survey records necessary to properly describe and locate the land description provided with the request.

The Three Kids Mine Remediation and Reclamation Act of July 24, 2014, Public Law 113-135 (128 Stat. 1734-1738) provides for the conveyance of certain Federal land in Clark County, Nevada, for the environmental remediation and reclamation of the Three Kids Mine Project Site, and for other purposes. A Federal Authority Survey, establishing the right-of-way boundaries of NVN-73903 is currently being conducted under Group 962 and once completed and approved, a description of the land will be developed to accommodate this conveyance.

The Act defines the term “Federal land” as meaning the approximately 948 acres of Bureau of Reclamation and Bureau of Land Management land within the Three Kids Mine Project Site. After removing the patented lands and those remaining encumbered by NVN-73903, which will remain in Federal management, there remains 851 acres that have been deemed suitable for conveyance.

In the interim, the following description has been developed, reviewed for technical correctness, and is sufficient for the stated purpose of obtaining an appraisal from the Appraisal and Valuation Services Office, as follows:

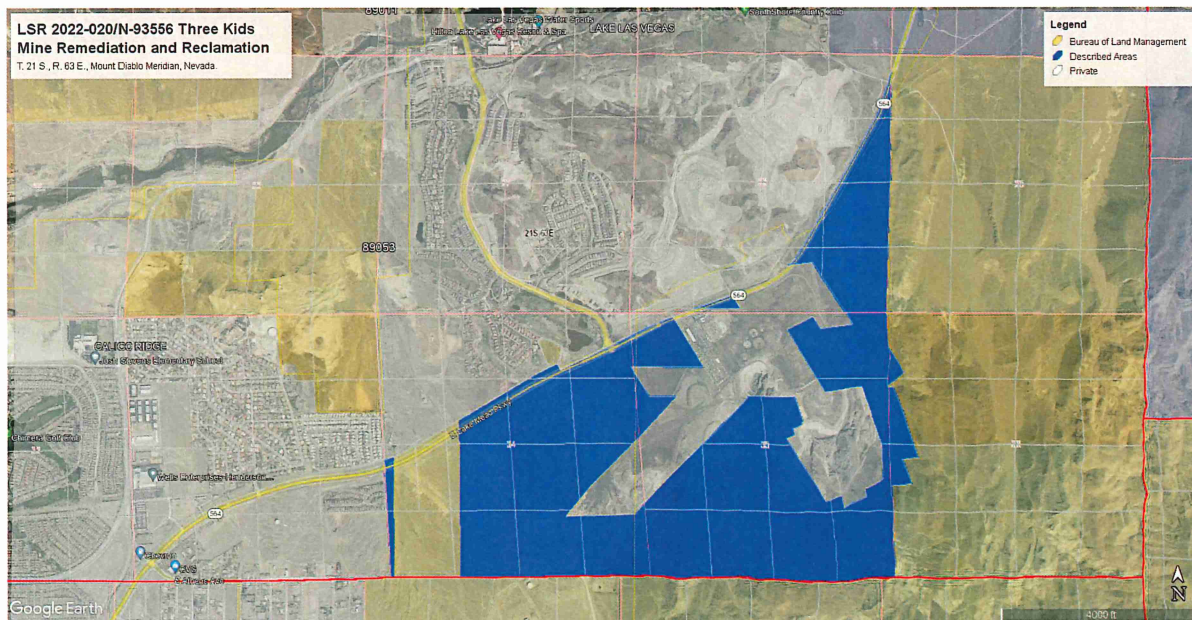
Mount Diablo Meridian, Nevada

T. 21 S., R. 63 E.,

- sec. 26, lots 5, 14, 15, 17, 22, 24, and 25;
- sec. 34, lots 7 and 9, that portion of lot 16 lying easterly of the easterly right-of-way boundary of NVN-73903, lots 18 thru 21, that portion of lot 22 lying easterly of the easterly right-of-way boundary of NVN-73903, those portions of lots 25 and 27 lying westerly of the westerly right-of-way boundary of NVN-73903, that portion of lot 28 lying easterly of the easterly right-of-way boundary of NVN-73903, and lots 29 and 30;
- sec. 35, lot 1, lots 4 thru 10, lots 12 and 13, S1/2SW1/4, and S1/2SE1/4;
- sec. 36, lots 2, 3, and 7.

The areas described aggregate 851 acres, more or less, according to the BLM National PLSS CadNSDI and the official plats of the surveys of the said lands, on file with the BLM.

A review of the subject properties was made using aerial imagery. The image below shows the areas being described. There were no apparent issues noted for the subject properties.



History of Federal Surveys:

Mount Diablo Meridian, Nevada

T. 21 S., R. 63 E.,

- Original survey of north township boundary by W. H. Myrick, survey of the west township boundary by J.M. Brunt and W.H. Proctor, and the survey of the south and east township

boundaries and the subdivisional lines by T.A. Magee dated February 6, 1884. Monumented with marked stones.

- Dependent resurvey of township boundaries and subdivisional lines by E. Voigt and J.W. Hardison dated August 28, 1943. Monumented with iron posts and brass caps.
- Supplemental plat of sections 8 and 17 dated December 22, 1950. No new monuments established.
- Dependent resurvey of a portion of the south township boundary, a portion of the subdivisional lines, and a portion of Mineral Survey no. 4743, the subdivision of sections 26 and 34, and the metes-and-bounds survey of a portion of the northerly right-of-way of Lake Mead Drive by R.E. Williams dated September 12, 1996, in four sheets. Monumented with stainless steel posts and brass caps.
- Dependent resurvey of a portion of the northerly right-of-way of Lake Mead Drive and a metes-and-bounds survey in section 34 by R.A. Zaninovich dated July 24, 2000. Monumented with stainless steel posts and brass caps.
- Supplemental plat of section 6 dated October 26, 2012. No new monuments established.
- Dependent resurvey of a portion of the south township boundary, a portion of the subdivisional lines, the subdivision of section 36, and a metes-and-bounds survey in section 36 by B.F. Dillon dated April 9, 2015, in two sheets. Monumented with stainless steel posts and brass caps.

This report correctly represents the records and documents evaluated by me or under my direct supervision in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

<i>Name: DOI Land Surveyor, or Certified Federal Surveyor</i>		<i>Office, Title and Contact Information:</i>	<i>Date:</i>
DUANE PRICE	Digitally signed by DUANE PRICE Date: 2022.04.06 11:03:17 -07'00'	Cadastral Surveyor, Southern Nevada District Office (702) 515-5117 dcprice@blm.gov	

This report correctly represents the records and documents evaluated under my direction and control and in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

<i>Name: Certified DOI Land Surveyor</i>		<i>Contact Information:</i>	<i>Date:</i>
MICHAEL HARMENING	Digitally signed by MICHAEL HARMENING Date: 2022.04.07 15:38:32 -07'00'	Chief Cadastral Surveyor for Nevada 1340 Financial Blvd. Reno, Nevada 89502 (775) 861-6490	
Michael O. Harmening			

Authorized Officer:

- ☐ I concur with the above recommendation(s) and:
- ☐ Additional funding is not required.

- ☐ Funding for the recommended action(s) is authorized in the amount of \$ _____.
Cost code: _____
- ☐ Funding for the recommended action(s) will be provided at a later date.
- ☐ I do not accept the above recommendation(s) for the following reason(s):

Comment:

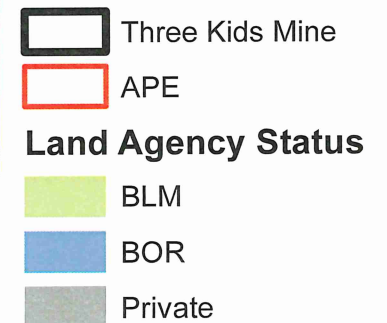
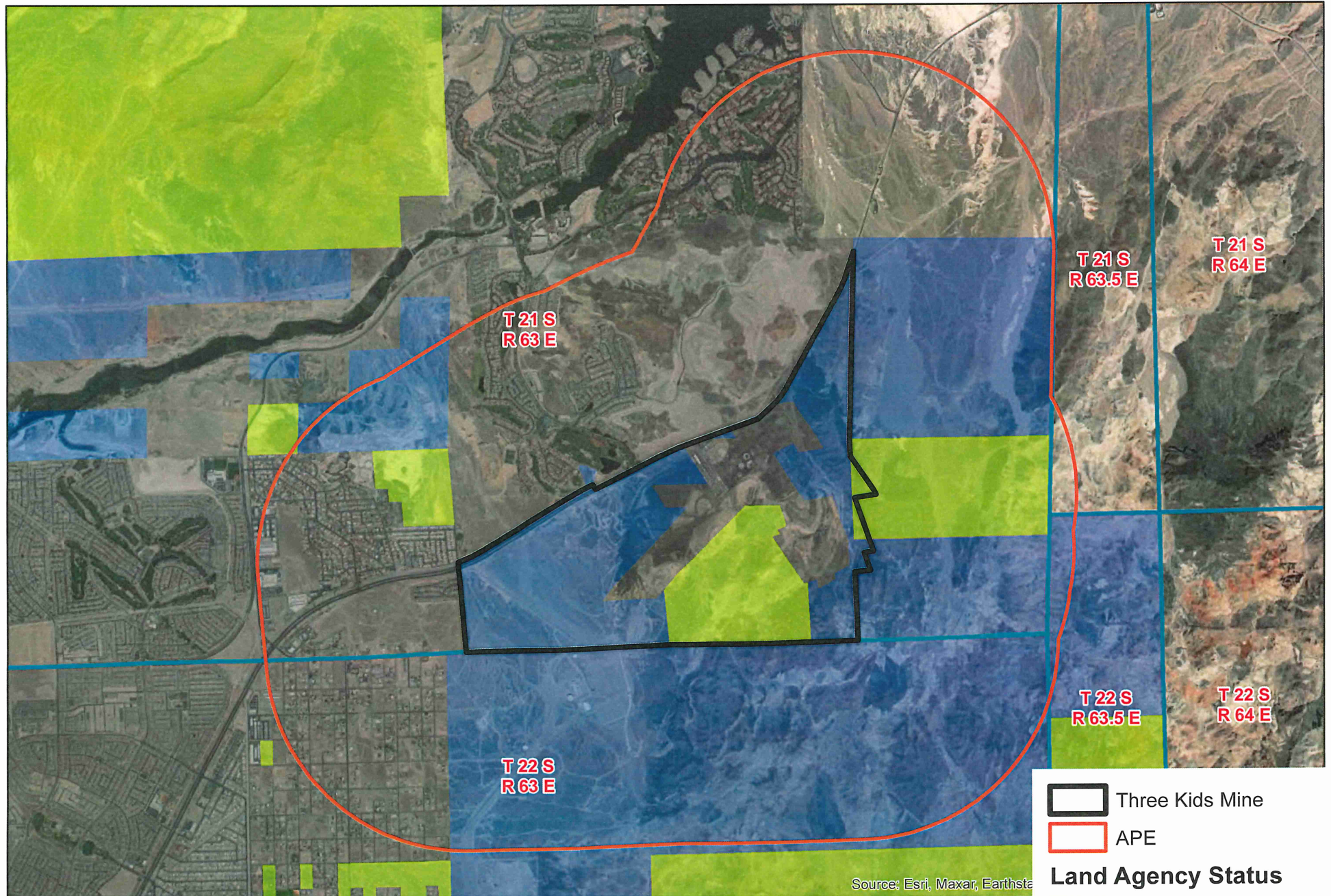
<i>Authorized Officer Name:</i>	<i>Office, Title and Contact Information:</i>	<i>Date:</i>

Attachments: None.

This report is to be retained in the official case file.

APPENDIX B:
AREA OF POTENTIAL EFFECT MAP

Three Kids Mine APE



APPENDIX C:
HISTORIC PROPERTIES LOCATED WITHIN APE AND BLM CLASS III
INVENTORY REPORT

Table 1: Historic Properties within the APE

SHPO Resource No.	BLM Resource No.	Feature No.	Resource Type	Description	NRHP Eligibility
Architecture					
D428	CrNV-53-10147	-	District	Three Kids Mine Historic District (TKMHD)	Eligible A and D
S3186	N/A	-	Structure	BMI Telephone Control Line	Individually eligible A; Non-contributing to D428/CrNV-53-10147
S2835	CrNV-53-9975	-	Structure	BMI 69kV Transmission Line	Individually eligible A; Non-contributing to D428/CrNV-53-10147
Archaeology					
26CK4509	CrNV-53-5699	-	Site	Las Vegas Wash Intaglio	Eligible D; Unevaluated A and C
26CK11276	CrNV-53-10132	-	Site	Three Kids Mine Site (archaeological component)	Eligible, A and D; Contributing to D428/CrNV-53-10147
-	-	Tailings Pond 01	Landscape Feature	Tailings pond 1	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Tailings Pond 02	Landscape Feature	Tailings pond 2	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Tailings Pond 03	Landscape Feature	Tailings pond 3	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 02	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 05	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 06T	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 06B	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 07	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

Table 1: Historic Properties within the APE

-	-	Waste Rock 09	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Waste Rock 13	Landscape Feature	Waste rock pile	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Road 01	Internal Mine Road	Road along east edge of mine site	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Road 02	Internal Mine Road	East-west internal mine road	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Road 03	Internal Mine Road	Road around thickening tanks	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Road 04	Internal Mine Road	Road between kiln plant and mill	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 01	General Mine Feature	Three Kids Mine Pit	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 02	General Mine Feature	A-B Pit	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 03	General Mine Feature	Hydro Pit	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 04	General Mine Feature	Hulin Pit	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 05	General Mine Feature	Concrete pad with steel sill plate	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 06	General Mine Feature	Cairn with post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 07	General Mine Feature	Cairn with post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 08	General Mine Feature	Two footings and pipe in drainage	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 09	General Mine Feature	Cairn	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 10	General Mine Feature	Infilled Shaft	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

Table 1: Historic Properties within the APE

-	-	General Mine Feature 11	General Mine Feature	Series of concrete mounts with vertical pipes	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 12	General Mine Feature	Cairn	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 13	General Mine Feature	Collapsed adit	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 14	General Mine Feature	Adit	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 15	General Mine Feature	Trench	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 16	General Mine Feature	Adit	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 17	General Mine Feature	L-shaped trench	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 18	General Mine Feature	Shaft	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 19	General Mine Feature	Shaft	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 20	General Mine Feature	Trench, possible collapsed adit	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 21	General Mine Feature	Rubble/partial foundation east of 69 kv substation	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 22	General Mine Feature	Concrete pad	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 23	General Mine Feature	Concrete pad remnants	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 24	General Mine Feature	Four steel pipes	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 25	General Mine Feature	Pipe	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 26	General Mine Feature	Concrete foundation	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

Table 1: Historic Properties within the APE

-	-	General Mine Feature 27	General Mine Feature	Two concrete pads and lumber debris	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 29	General Mine Feature	Rock cairn with post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 30	General Mine Feature	Rock cairn with post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 31	General Mine Feature	Rock cairn	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 32	General Mine Feature	Shaft	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 33	General Mine Feature	Cairn	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	General Mine Feature 34	General Mine Feature	Cairn	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 01	Locus Feature	Platform	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 02	Locus Feature	Tank foundation	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 03	Locus Feature	Fence post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 04	Locus Feature	Fence post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 05	Locus Feature	Concrete pipe mounts	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 06	Locus Feature	Concrete pipe mounts and flume/trough remains	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 07	Locus Feature	Concrete pipe mounts with embedded pipe	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 08	Locus Feature	Pipe alignment	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 09	Locus Feature	Pipe alignment	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

Table 1: Historic Properties within the APE

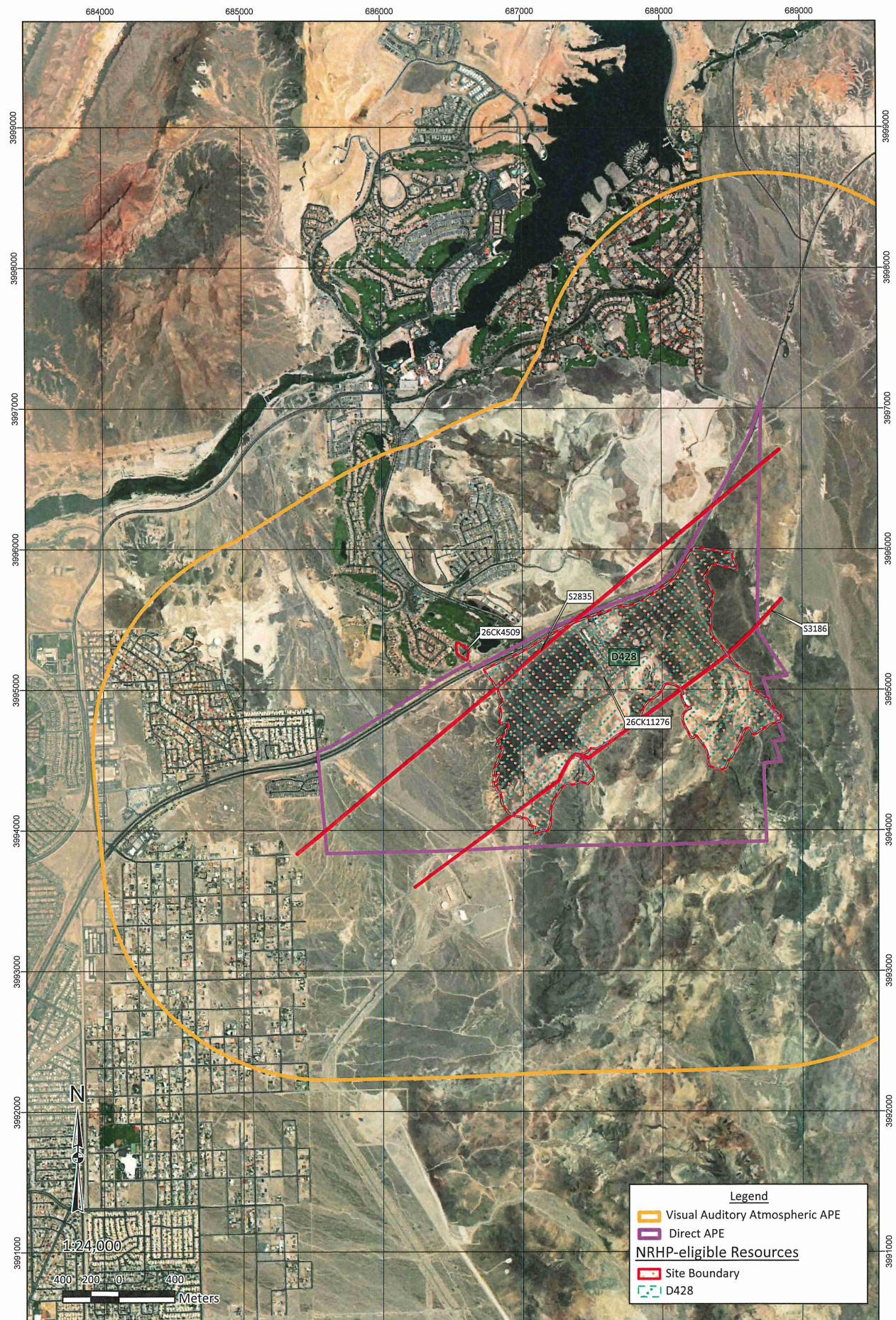
-	-	Locus A Feature 10	Locus Feature	Post	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 11	Locus Feature	Pump station	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus A Feature 12	Locus Feature	Wood frame	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Concentration 01	Locus Concentration	Debris in drainage	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 01	Locus Feature	Concrete foundation & pad	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 02	Locus Feature	Concrete pad	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 03	Locus Feature	Earth mount with stacked rock wall	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 04	Locus Feature	Concrete pad	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 05	Locus Feature	Concrete pad	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 06	Locus Feature	Three concrete pads	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus B Feature 07	Locus Feature	Vertical pipe cut at ground surface	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus C Feature 01	Locus Feature	Ore Yard (with haul roads and ore ramp)	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus C Feature 02	Locus Feature	Ore chute remains and retaining wall at base of slope	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus C Feature 03	Locus Feature	Series of concrete foundations in crushing circuit	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus C Feature 04	Locus Feature	Rubble pile	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus D Feature 01	Locus Feature	Mill foundations	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

Table 1: Historic Properties within the APE

-	-	Locus E Feature 01	Locus Feature	Remnant concrete foundation	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus E Feature 02	Locus Feature	Pumphouse remnants	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus E Concentration 01	Locus Concentration	Concrete debris in location of filtration building	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 01	Locus Feature	Retaining wall with kiln support	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 02	Locus Feature	Concrete pad with piers and negative space upslope of LF F01	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 03	Locus Feature	Parallel concrete forms with negative space downslope of LF F01	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 04	Locus Feature	Concrete pad with metal frame	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 05	Locus Feature	Structural remains	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus F Feature 06	Locus Feature	Concrete rubble	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus G Feature 01	Locus Feature	Gravel berm	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus G Feature 02	Locus Feature	Wood lined sump	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus G Feature 03	Locus Feature	Concrete pier	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus G Feature 04	Locus Feature	Benchmark	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus G Feature 05	Locus Feature	Infilled sump	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus H Concentration 01	Locus Concentration	Concentration of clay pipe fragments	Non-contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147

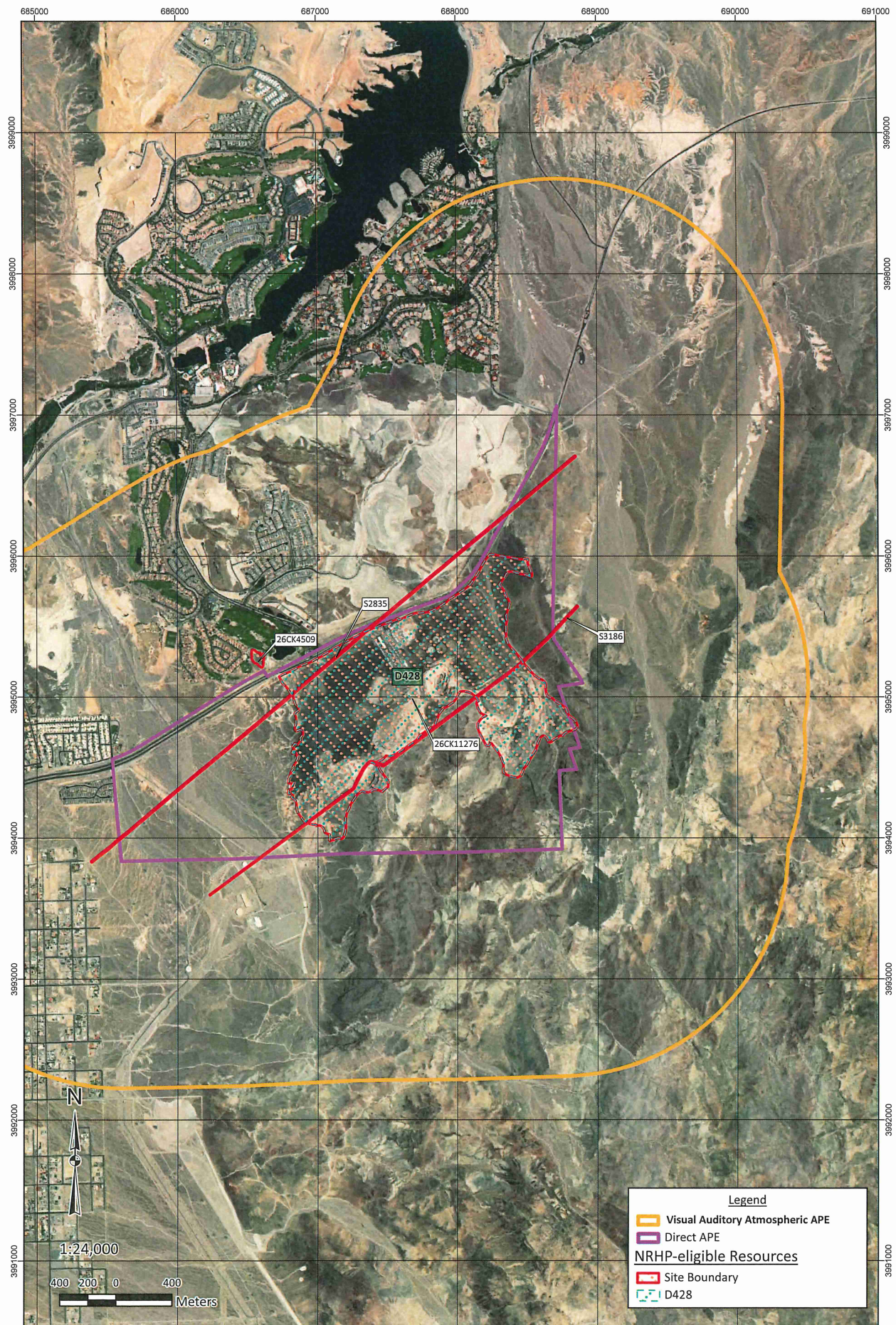
Table 1: Historic Properties within the APE

-	-	Locus H Feature 01	Locus Feature	Wood conveyance structure	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147
-	-	Locus H Feature 02	Locus Feature	Wood retaining wall	Contributing to 26CK11276/CrNV-53-10132 and D428/CrNV-53-10147



Legend

- Visual Auditory Atmospheric APE
- Direct APE
- NRHP-eligible Resources**
 - Site Boundary
 - D428



APPENDIX D:
HISTORIC PROPERTIES TREATMENT PLAN