

**PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT
WEST DESERT DISTRICT FILLMORE FIELD OFFICE,
BUREAU OF LAND MANAGEMENT
ELY DISTRICT BRISTLECONE FIELD OFFICE,
BUREAU OF LAND MANAGEMENT
CEDAR CITY FIELD OFFICE,
U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST ELY RANGER DISTRICT,
UTAH STATE HISTORIC PRESERVATION OFFICER, AND
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE CROSS-TIE 500-KV TRANSMISSION PROJECT IN BEAVER, JUAB, AND
MILLARD COUNTIES, UTAH, AND
WHITE PINE COUNTY, NEVADA**

WHEREAS, TransCanyon Western Development, LLC (TransCanyon or Applicant), submitted an Application for Transportation and Utility Systems and Facilities on Federal Lands (Standard Form 299) and a draft Plan of Development (POD) to the Bureau of Land Management (BLM) West Desert District-Fillmore Field Office (BLM-WDD-FFO), the BLM Ely District Office-Bristlecone Field Office (BLM-ELDO-BFO), and U.S. Department of Agriculture Forest Service Humboldt-Toiyabe National Forest Ely Ranger District (Forest Service) for a permanent facility right-of-way (ROW) and a Special Use Permit for the construction, operation, maintenance, and decommissioning of a transmission line. The approval of this application constitutes an undertaking pursuant to 36 Code of Federal Regulations (CFR) § 800.3(a) under the requirements of 54 United States Code (USC) § 306108 of the National Historic Preservation Act (NHPA) of 1966, as amended, and hereafter referred to as Section 106; and

WHEREAS, the proposed undertaking consists of a 214-mile, single-circuit, 1,500-megawatt, 500-kilovolt (kV), high-voltage alternating current (HVAC) overhead transmission line that would be located on BLM-administered land, U.S. Department of Agriculture Forest Service National Forest System Land, state land, and private land in Juab and Millard Counties, Utah, and in White Pine County, Nevada. The undertaking's facilities would include a 500-kV HVAC overhead transmission line, new substation equipment at the Clover Substation in central Utah (within the existing substation footprint) and at the Robinson Summit Substation in east-central Nevada (within a 30-acre proposed expansion), regeneration stations near the line for the fiber-optical ground wire, temporary and permanent access, and temporary work areas associated with construction activities; and

WHEREAS, the BLM (BLM-WDD-FFO and BLM-ELDO-BFO), and Forest Service would approve the undertaking pursuant to the Federal Land Policy and Management Act of 1976, as amended, and its mission for multiple-use management of the National System of public lands.

The BLM and Forest Service's purpose and need is further guided by the National Energy Policy Act of 2005, which recognizes the need to improve domestic energy production, develop renewable energy resources, and enhance the infrastructure for collection and distribution of energy resources across this nation; and

WHEREAS, the BLM is the Lead Federal Agency as defined in 36 CFR § 800.2(a)(2) for the undertaking and will coordinate overall actions required as specified herein; and

WHEREAS, the Forest Service is considering issuing a Special Use Permit to construct, operate, maintain, and eventually decommission the proposed undertaking and is a Signatory to this agreement; and

WHEREAS, alternative routes being considered for the undertaking may cross federal land managed by the BLM Cedar City Field Office who is a Signatory to this agreement; and

WHEREAS, the BLM, in consultation with the Utah State Historic Preservation Officer (UTSHPO) and Nevada State Historic Preservation Officer (NVSHPO), has agreed to develop a Programmatic Agreement (agreement) for this complex undertaking pursuant to 36 CFR § 800.14(b) because the effect on historic properties cannot be fully determined prior to approval; and

WHEREAS, the BLM, in consultation with the UTSHPO and the NVSHPO, has determined the area of potential effects (APE) for the undertaking to be 10 miles on either side of the centerline for the ROW. This APE takes into account all potential direct, indirect, and cumulative effects of the undertaking as more fully described in Attachment A (Definition of Area of Potential Effects). The APE will apply to federal, state, and private land that may be affected by the undertaking. The BLM may modify the APE in accordance with Stipulation XIV of this agreement; and

WHEREAS, the BLM has determined that the undertaking may have an adverse effect on historic properties that may be listed in or eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, the BLM has consulted with the Confederated Tribes of the Goshute Reservation, Duckwater Shoshone Tribe of the Duckwater Indian Reservation, Ely Shoshone Tribe of Nevada, Hopi Tribe of Arizona, Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Navajo Nation, Paiute Indian Tribe of Utah and the five constituent Bands (Cedar Band, Indian Peaks Band, Kanosh Band, Koosharem Band, and Shivwits Band), Pueblo of Jemez, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, Skull Valley Band of Goshute Indians of Utah, Te-Moak Tribe of Western Shoshone Indians of Nevada and the four constituent Bands (Battle Mountain Band, Elko Band, South Fork Band, and Wells Band), Ute Indian Tribe of the Uintah and Ouray Reservation, and Yomba Shoshone Tribe of the Yomba Reservation (Indian Tribes) for which historic properties

potentially affected by the undertaking may have religious and/or cultural significance and has invited each to be a Concurring Party to this agreement pursuant to 36 CFR § 800.2(c)(2); and

WHEREAS, the undertaking includes land administered by the Utah School and Institutional Trust Lands Administration (Trust Lands Administration, or TLA), an agency in the State of Utah that has a responsibility to comply with Utah Code Annotated (UCA) § 9-8-404 on lands owned or controlled by the TLA within the undertaking's APE. The TLA intends to employ this agreement to address the applicable requirements for actions resulting from this agreement involving TLA-administered and BLM-administered land. The TLA, however, does not waive its independent statutory jurisdiction to make final decisions concerning its land, and it is not bound in its leasing or other approval authority by actions taken, or determinations made, concerning federal land, and has therefore been consulted and invited to be an Invited Signatory to this agreement pursuant to 36 CFR § 800.2(c)(3); and

WHEREAS, TransCanyon has participated in consultation and is an Invited Signatory to this agreement pursuant to 36 CFR § 800.2(c)(4); and

WHEREAS, the BLM has consulted with the Utah Department of Transportation, Nevada Department of Transportation, City of Ely, Juab County, Beaver County, Millard County, Lincoln County, Nye County, White Pine County, and the Utah Public Lands Policy Coordination Office regarding the effects of the undertaking on historic properties and has invited them to participate in this agreement as Concurring Parties pursuant to 36 CFR § 800.2(c)(3); and

WHEREAS, the BLM has consulted with Great Basin Heritage Area Partnership, Great Basin National Park, Utah Professional Archaeological Council, Northern Nevada Railway, and Topaz Museum as public entities who may have an interest regarding the effects of the undertaking on historic properties and has invited them to participate in this agreement as Concurring Parties pursuant to 36 CFR § 800.2(c)(5); 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 specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the BLM, the UTSHPO, and the NVSHPO agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

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

I. RESPONSIBILITIES

A. The BLM will coordinate overall actions required under this agreement as specified herein. BLM-WDD-FFO will execute all obligations of this agreement within the state of Utah and BLM-ELDO-BFO will execute all obligations of this agreement within the state of Nevada.

B. The BLM will continue to consult with appropriate Indian Tribes regarding historic properties of religious and cultural significance in accordance with the NHPA, the Native American Graves Protection and Repatriation Act (NAGPRA), the Archaeological Resources Protection Act of 1979 (ARPA), the American Indian Religious Freedom Act of 1978, Executive Order 13007 Sacred Sites, and their respective implementing regulations.

C. The BLM will ensure that all work undertaken to satisfy the terms of this agreement will be conducted or overseen by personnel who meet the qualifications established by the Office of Personnel Management for a GS-0193 professional series archaeologist. The BLM will continue to authorize BLM-permitted archaeologists to implement the stipulations of this agreement in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and take into consideration the ACHP's May 1999 *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites*, Section 106 guidance, and the 1989 *Guidelines for Evaluating and Documenting Traditional Cultural Properties* (National Register Bulletin 38), as incorporated by reference herein. The BLM will also ensure that the terms of this agreement are carried out in accordance with any existing BLM guidelines for cultural resources (prehistoric or historic).

D. TransCanyon will fund all cultural resources fieldwork, analysis, monitoring, reporting, curation, and other mitigation required under this agreement.

E. If the undertaking is sold or otherwise transferred to another proponent other than TransCanyon, the BLM, NVSHPO, and UTSHPO will determine within ninety (90) calendar days of the sale or transfer if the agreement will remain in effect, be amended per Stipulation XIV, or be terminated per Stipulation XV. All provisions of the agreement will remain in effect until such a determination is made.

F. For the purposes of this agreement, Consulting Parties include Signatories, Invited Signatories, and Concurring Parties.

1. Signatories are those parties with NHPA Section 106 consultation responsibilities and have the authority to execute, amend, and terminate the agreement as provided in the stipulations below pursuant to 36 CFR § 800.6(c)(1).

2. Invited Signatories are those parties who do not have statutory consultation responsibilities under NHPA Section 106 but who are assuming

responsibility to carry out stipulations of the agreement or who are using the agreement to comply with state-specific historic preservation consultation responsibilities. Invited Signatories have the authority to amend or terminate the agreement as provided in the stipulations below pursuant to 36 CFR § 800.6(c)(2).

3. Concurring Parties are those parties who have participated in the development of the agreement pursuant to 36 CFR § 800.6(c)(3). Concurring Parties have agreed to participate in the consultation process as outlined in the agreement; it is understood that their participation does not necessarily imply an endorsement of the undertaking in part or as a whole. Concurring Parties who refuse to concur in the agreement do not invalidate the agreement.

II. IDENTIFICATION OF HISTORIC PROPERTIES

A. *Cultural Resources Literature Review.* The BLM will ensure that TransCanyon prepares a cultural resources literature review of the selected alternative that summarizes known cultural resources, including prehistoric and historic archaeological sites, traditional cultural properties, and historic architectural properties within the pedestrian survey and visual effects assessment area of the undertaking's APE.

B. *Class III Intensive Pedestrian Survey.* The BLM will ensure that TransCanyon conducts a Class III intensive pedestrian survey (Class III survey) of the selected alternative prior to ground-disturbing activities by the undertaking. The Class III survey will be conducted 250 feet on either side of the transmission line centerline (500-foot-wide corridor); 100 feet on either side of the centerline for new access roads and existing roads that require improvements (200-foot-wide corridor); on the footprint of temporary work areas, substation expansion, and regeneration facilities and a buffer of 200 feet around each associated footprint; and on the footprint of pulling and tensioning areas that extend outside of the ROW and a buffer of 250 feet around the footprint of those pulling and tensioning areas.

C. *Visual Effects Assessment.* The BLM will ensure that TransCanyon conducts a visual effects assessment of the selected alternative for historic properties within the APE, as described in Attachment B (Visual Effects Assessment Procedures).

D. *Lands with Denied Access.* The BLM will ensure that TransCanyon conducts the identification of historic properties on privately owned land with denied access as described in Attachment C (Procedure for Documenting Access for Cultural Resources Investigations on Private Land).

III. REPORTING

A. At the conclusion of any fieldwork required by Stipulation II, TransCanyon will submit copies of draft reports and site forms to the BLM for review. The draft reports and

site forms will include identification and evaluation of historic properties within the APE. The BLM will distribute reports to the appropriate BLM field offices, Forest Service, TLA, interested Indian Tribes, and the appropriate SHPO for review. Each draft report will meet the appropriate state guidelines and formats. Reports will include recommendations of NRHP eligibility and effect for historic properties. Reports will also include appropriate state site inventory forms; other documentation for results of identification of properties of religious and cultural significance to Indian Tribes; and recommendations on the historic significance, integrity, and NRHP eligibility recommendations of identified cultural resources.

B. The BLM field offices, Forest Service, TLA, interested Indian Tribes, and SHPO will have thirty (30) calendar days from receipt of each report to review and provide comments, determinations, and findings on the initial draft to the BLM. These responses will address adequacy of inventory and reports, the consultant-recommended NRHP eligibility of properties identified, and the consultant-recommended assessment of effects of the undertaking on any cultural resources considered to be historic properties. Based upon the responses received, the BLM may require TransCanyon to revise the reports.

C. If necessary, any draft final reports will be submitted by TransCanyon to BLM for a review of fifteen (15) calendar days. Draft final reports will address comments provided by BLM field offices, Forest Service, TLA, interested Indian Tribes, and the appropriate SHPO.

D. The BLM will provide draft final reports to BLM field offices, Forest Service, TLA, interested Indian Tribes, and the appropriate SHPO who will have fifteen (15) calendar days to review and comment on the draft final. Based upon the responses received, the BLM may require TransCanyon to revise the draft final reports.

E. A final report that addresses any comments provided by the SHPO will be submitted to the appropriate SHPO by the BLM upon completion.

F. If the timeframes above cannot be met, BLM field offices, Forest Service, TLA, or either SHPO will notify the BLM main point of contact by e-mail requesting a review extension and providing the justification for the delay. The BLM will determine whether to grant an extension, not to exceed thirty (30) calendar days.

IV. NATIONAL REGISTER OF HISTORIC PLACES ELIGIBILITY DETERMINATIONS

A. The BLM is responsible for all NRHP eligibility determinations. For those historic properties identified on land under the jurisdiction of the Forest Service or TLA, the respective managing agency will have the 30-day review period identified in Stipulation III in which to review and comment on consultant-recommended NRHP eligibilities.

B. The BLM will evaluate the historic significance of cultural resources within the APE pursuant to 36 CFR § 800.4(c).

C. For each cultural resource within the APE of a land-managing agency's jurisdiction, the agency will provide recommendations regarding determinations of NRHP eligibility and findings of effect to the BLM. The BLM will then consult with any Indian Tribe that attaches religious and cultural significance to any identified resource, as well as other Consulting Parties, to determine NRHP eligibility pursuant to 36 CFR § 800.4(c)(1) following NRHP guidance in *How to Apply the National Register Criteria for Evaluation*. If the parties cannot reach concurrence on a determination of NRHP eligibility, the documentation will be forwarded to the Keeper of the National Register (Keeper) for a formal determination. If the parties cannot reach concurrence on other determinations or findings, the question will be referred to the ACHP.

D. The BLM will consult with the appropriate SHPO regarding their NRHP eligibility determinations for cultural resources within the APE.

V. ASSESSMENT OF EFFECT

A. The BLM will evaluate effects to historic properties pursuant to 36 CFR § 800.5.

B. The BLM is responsible for making assessments of effect on historic properties by the undertaking. For those historic properties identified on lands under the jurisdiction of the Forest Service or TLA, the respective managing agency will have the 30-day review period identified in Stipulation III, in which to review and comment on the consultant-recommended effects to historic properties.

C. For each historic property identified to be eligible for listing in the NRHP following provisions of Stipulation IV, the BLM, in consultation with Consulting Parties, will assess effects in order to identify all reasonably foreseeable and potentially adverse effects that may occur as a result of the undertaking. The BLM will consider the comments of all Consulting Parties, including recommendations for determinations of eligibility and finding of effect, prior to submitting the Class III survey report to the appropriate SHPO.

1. Consultation with federal and state land-managing agencies: The BLM will provide the applicable Class III survey report to federal and state land-managing agencies. These agencies will have thirty (30) calendar days from receipt to review the Class III survey reports and provide comments on eligibility and effect to the BLM as stated in Stipulation III.

2. Consultation with Indian Tribes: The BLM will provide the applicable Class III survey reports to interested Indian Tribes who will have thirty (30)

calendar days to review the Class III survey report and provide comments on eligibility and effect to the BLM as stated in Stipulation III.

3. Consultation with other Concurring Parties: TransCanyon will provide to the BLM a summary document containing brief descriptions, recommendations for determination of eligibility, and finding of effect for each site. The BLM will provide Concurring Parties (other than Indian Tribes) the summary document for review and consultation regarding eligibility and effects pursuant to 36 CFR § 800.4(c) and 36 CFR § 800.5(a)(1) and (a)(2)(i)-(vii). The document will be consistent with confidentiality provision of 36 CFR § 800.11(c). Concurring Parties (other than Indian Tribes) will have fifteen (15) calendar days from receipt to review the summary document and provide comments to BLM. The review period will be concurrent with the 30-day Class III draft survey report review described in Stipulation III.D for managing agencies, interested Indian Tribes, and SHPOs.

D. The BLM will consult with the appropriate SHPO regarding their assessments of effect for properties within each state's jurisdiction.

1. The BLM will provide each Class III survey report to the appropriate SHPO for review as detailed in Stipulation III and will request concurrence regarding determination of eligibility for all cultural resources and finding of effect for all historic properties on federal, state, tribal, or private lands.

2. If the BLM and SHPO agree that the cultural resource is not eligible for listing in the NRHP, no further review or consideration under this agreement will be required for such cultural resources.

3. If the BLM and SHPO agree that the cultural resource is eligible, then effect determinations will be in accordance with 36 CFR § 800.5.

4. If the BLM and SHPO do not agree on eligibility, and agreement cannot be reached within 30 days, then the BLM will request a determination of eligibility from the Keeper, pursuant to 36 CFR § 800.4(c)(2) and 36 CFR Part 63. The Keeper's determination will be final.

E. Findings of effect may be subject to change due to alterations in the undertaking and APE. The BLM will consult with all appropriate Consulting Parties if any changes in the undertaking or APE require changes in the agency's findings of effect.

VI. RESOLUTION OF ADVERSE EFFECTS

A. When feasible and prudent, the BLM, in consultation with the Consulting Parties, will seek to avoid adverse effects to historic properties. Methods by which this could be

achieved include engineering redesign, alternative placement of necessary structures, or shifting of alignments to avoid historic properties. If the BLM determines that the undertaking will have adverse effects on historic properties and avoidance methods are not feasible, the BLM will consult with the appropriate SHPOs, Consulting Parties, and Indian Tribes to develop and evaluate alternatives or modifications to the undertaking that could avoid, minimize, or mitigate adverse effects to those properties.

B. The BLM, to the maximum extent possible, will undertake planning and actions that may be necessary to minimize harm to the National Historic Landmarks (NHLs) that may be directly and adversely affected by the undertaking (36 CFR § 800.10). The BLM will notify the ACHP regarding whether the undertaking will have an adverse effect on an NHL and will ask the ACHP to participate in consultation to resolve any adverse effects to the NHLs prior to issuance of a notice to proceed (NTP).

C. Specific areas of concern that are identified through consultation with Indian Tribes and that are anticipated to have adverse effects will be reviewed by the BLM prior to any NTP. Should an adverse effect be identified, the BLM will initiate tribal consultation. If the property in question is not administered by BLM, the appropriate agency and office will carry out continued consultation efforts.

1. Bahsahwahbee Traditional Cultural Property

The Bahsahwahbee TCP, situated on lands administered by BLM-ELDO-BFO, in Spring Valley, Nevada was listed in the NRHP in 2017 and retains cultural, sacred, and historical significance for the Confederated Tribes of the Goshute Reservation, Ely Shoshone Tribe, and Duckwater Shoshone Tribe of the Duckwater Reservation. Should an adverse effect to the Bahsahwahbee TCP be identified, the BLM-ELDO-BFO will:

a) Prior to the issuance of a Notice to Proceed related to construction activities in Spring Valley and in consultation with the Confederated Tribes of the Goshute Reservation, Duckwater Shoshone Tribe, and the Ely Shoshone Tribe, BLM-ELDO-BFO will develop a schedule to provide for regular communications regarding the project. Meeting duration and frequency will be agreed upon by all parties and meetings will occur for the duration of the project.

b) Engage in an ongoing basis in joint dialogue and knowledge-sharing with Tribal officials and other appropriate parties to address Tribal and agency program priorities and a shared awareness of the Tribal significance of the Bahsahwahbee TCP.

- c) Coordinate and consult with the Tribes and other appropriate parties to develop and implement mutually agreed upon measures to resolve anticipated adverse effects.

D. The BLM will resolve adverse effects on historic properties by the undertaking by developing and implementing a Historic Properties Treatment Plan (HPTP). The HPTP will be prepared and implemented as described below and will provide specific avoidance, minimization, or mitigation measures, commensurate with the adverse effects of the undertaking, to lessen any potential for cumulative effects. The HPTP will also include protocols for management of post-review discoveries, discovery of human remains, and construction monitoring consistent with the stipulations of this agreement document.

1. TransCanyon will prepare the HPTP in consultation with the Consulting Parties.
2. The HPTP will be consistent with the Secretary's Standards; the ACHP's Section 106 Archaeology Guidance (2009); the Historic American Buildings Survey, Historic American Engineering Record, and Historic American Landscapes Survey guidance (<https://www.nps.gov/subjects/heritagedocumentation/index.htm>); and appropriate state guidelines.
3. Creation, Review, and Approval of HPTP
 - a) TransCanyon will prepare and submit a draft HPTP to the BLM. The BLM will distribute the draft HPTP to the Consulting Parties.
 - b) The Consulting Parties will have thirty (30) calendar days from receipt of the draft HPTP to review and provide comments on the initial draft to the BLM. Based upon the responses received, the BLM may require TransCanyon to revise the draft HPTP.
 - c) If necessary, the revised HPTP and a summary of how comments were addressed will be submitted by TransCanyon to the BLM for a review of fifteen (15) calendar days.
 - d) The BLM will provide the draft final HPTP addressing comments provided by the Consulting Parties who will have fifteen (15) calendar days to review and comment on the draft final. Based on the responses received, the BLM may require TransCanyon to revise the draft final HPTP.

e) A final HPTP that addresses any comments provided by the Consulting Parties will be submitted to the UTSHPO and NVSHPO by the BLM upon completion.

f) If needed, the Consulting Parties will notify the BLM main point of contact by e-mail requesting a review extension and providing the justification for the delay, if the time frames above cannot be met. The BLM will determine whether to grant an extension, not to exceed thirty (30) calendar days.

4. The HPTP will list all identified historic properties within the APE as determined by the BLM following Stipulation IV by state; by landownership; by township, range, and section number; and by the relationship to elements of the undertaking. The HPTP will identify specific avoidance, minimization, and/or mitigation strategies proposed to address the direct, indirect, and cumulative effects of the undertaking for both individual historic properties and specific groups of historic properties (e.g., archaeological sites).

a) The HPTP will identify whether the actions required to implement avoidance, minimization, and/or mitigation for each historic property must be implemented prior to the authorization of any ground-disturbing activities in a segment (e.g., archaeological data recovery, key observation point landscape photography) or will be implemented following authorization of ground-disturbing activities (e.g., historical research).

b) The HPTP will provide a table listing each historic property, including the following:

(1) A distinctive name or number

(2) A brief description of the historic property

(3) The type of disturbance that will affect the historic property

(4) The nature or kind of each required treatment measure (avoidance, minimization, mitigation) pertaining to each historic property (e.g., key observation point landscape photography, archaeological data recovery)

(5) The implementation of treatment measures, if any, that must be completed prior to authorization of ground-disturbing activities and/or those measures that may be completed after authorization of ground-disturbance

(6) The documentation and reporting procedures for each proposed treatment measure

5. Other examples of treatment measures for adverse effects may include the following:

- a) Completion of NRHP nomination forms
- b) Conservation easements
- c) Historic American Buildings Survey, Historic American Engineering Record, and Historic American Landscapes Survey documentation to be submitted to the Library of Congress
- d) Documentation of location or regional resources to be submitted to the appropriate SHPO or State Archives
- e) Purchase of land containing historic properties for transfer to protective management/ownership with willing consent of landowner
- f) Partnerships and funding for public archaeology projects
- g) Print publication (brochure/book)
- h) Visual media publication (website/podcast/video)

6. The HPTP will incorporate research designs as needed to guide data recovery and other treatment efforts. The BLM and SHPOs may use existing research designs included within acceptable historic context documents when the Consulting Parties agree that they are appropriate to a specific historic property or group of properties.

7. Human remains discovered on federally managed land will be treated consistent with all requirements of NAGPRA, and its implementing regulations at 43 CFR § 10, which includes preparation of a Plan of Action for this undertaking pursuant to 43 CFR § 10.4. Human remains discovered in Utah on land administered by the state, TLA, or privately owned land will be treated consistent with all requirements of applicable Utah state laws regarding the treatment of human remains including UCA § 76-9-704, UCA § 9-8-302, UCA § 9-8-309, and UCA § 9-9-401 et seq. Human remains discovered in Nevada on land administered by the state or privately owned land will be handled according to the provisions of Nevada Revised Statutes 383.

8. A Post-Review Discovery Plan containing provisions for discovery and treatment of previously unidentified cultural resources after the issuance of an NTP (Stipulation X) will be included in the HPTP. If potential historic property sites are discovered at any time during the undertaking, the BLM will implement the Post-Review Discovery Plan. If unanticipated adverse effects occur during any part of the undertaking, the BLM will implement the Post-Review Discovery Plan.

9. The HPTP will include a monitoring plan to be implemented during construction, operation, and maintenance.

a) The plan will address monitoring for compliance with stipulations of the HPTP, as well as a potential strategy to avoid, minimize, or mitigate direct, indirect, or cumulative adverse effects on historic properties at any time during the undertaking, and include provisions for post-review discoveries of cultural resources including human remains and archaeological sites.

b) The plan will identify monitoring objectives and the methods necessary to attain these objectives and in particular address those areas determined under the inventory to show a high probability for buried cultural deposits.

c) Monitoring will, as appropriate, include archeological inspection of construction activities by qualified personnel under the supervision of a person meeting the Secretary of the Interior's Professional Qualifications standards.

d) Should tribal consultation indicate the need for tribal monitoring along the construction route near historic properties or site types previously identified as significant to Indian Tribes or at testing or excavation locations, provisions for such monitors will be included in the plan.

e) Any cultural resource, human remains, or funerary objects discovered during construction, construction monitoring, or operation and maintenance activities will be treated in accordance with the NAGPRA Plan of Action and post-review discovery protocols in the HPTP, as appropriate.

10. The HPTP will address all operation and maintenance activities related to the functioning of the undertaking after construction and reclamation are completed and prior to decommissioning. Permitted activities as agreed upon are defined in the undertaking's POD. All terms, conditions, and stipulations

necessary to ensure the consideration of historic properties that are included in the POD and the ROW grant must be followed during any operation and maintenance activities.

- a) The HPTP will identify those stipulations necessary to ensure the consideration of historic properties throughout the life of the ROW grant.
- b) The BLM will be responsible for ensuring that the stipulations in the BLM ROW grant are enforced on BLM-administered land for the life of the grant. Federal or state agencies issuing a permit for the undertaking will be responsible for permit enforcement under their jurisdiction.
- c) The HPTP will identify the variance review process for operation and maintenance.
- d) The BLM, in consultation with the appropriate SHPO and land managing agency, will develop a list of operation and maintenance activities that will not be subject to additional Section 106 review, and will identify the types of activities that will require additional Section 106 review. The HPTP will incorporate these lists.
- e) BLM administration of the ROW grant will include an appropriate BLM cultural resource specialist to participate in ROW grant review and to review compliance with stipulations or changes in procedures that may affect historic properties in the ROW. Consultation with applicable land-managing agencies will occur during the review process.

11. Decommissioning

- a) Prior to decommissioning the transmission line, the BLM, in consultation with the Consulting Parties, will assess the direct, indirect, and cumulative effects on all historic properties that may be affected by decommissioning this transmission line and associated facilities.
- b) The BLM will consult with the Consulting Parties on findings of effects on all historic properties that may be affected by decommissioning and seek way to avoid, minimize, or mitigate adverse effects on these historic properties under the HPTP.

VII. NOTICE TO PROCEED AUTHORIZATIONS

- A. The BLM, in consultation with the appropriate SHPO, may grant an authorization to proceed with construction in those portions of the APE that do not contain historic properties or traditional cultural properties, that contain historic properties that will not be

affected, or that contain historic properties that will be avoided, subject to any provisions that may be contained in Stipulation VI (Resolution of Adverse Effects) that ensure no adverse effects to historic properties.

B. The BLM, in consultation with the appropriate SHPO, may grant an authorization to proceed with construction in those portions of the APE that do contain historic properties once the agreed-upon engineering or redesign to avoid historic properties, fieldwork, and/or treatment as specified in the HPTP is completed and approved by BLM.

1. The BLM will have fifteen (15) calendar days from receipt of adequate documentation that fieldwork and treatment are complete to comment and agree or disagree that fieldwork and treatment are complete.

2. Complete results of the treatment effort will be submitted in a report to BLM within one (1) year of completion of fieldwork. The BLM will distribute reports to the appropriate BLM field offices, Forest Service, TLA, interested Indian Tribes, and the appropriate SHPO. The BLM will have sixty (60) calendar days from receipt of this report to review and comment.

3. Land managing agencies may only authorize activities under A or B above if such authorization will not preclude the ability to re-site or re-locate other facilities in adjacent segments to avoid adverse effects on historic properties, or to resolve those adverse effects in accordance with the terms of this agreement.

VIII. VARIANCES TO THE UNDERTAKING

A. If TransCanyon proposes changes to the undertaking during construction, TransCanyon will communicate such changes to the BLM, who will ensure completion of a Class III survey as described above in Stipulation II and a report prepared as described above in Stipulation III if survey and reporting have not been previously conducted for the subject area. Results of these inventory reports will be considered as follows:

1. The BLM will be responsible for coordinating reviews by Consulting Parties as needed for variance surveys and reporting.

2. If the inventory results in no cultural resources identified, TransCanyon will submit copies of the draft inventory report to the BLM for review. The BLM will have ten (10) calendar days to provide comments on the report to TransCanyon. If the BLM accepts the findings, the agency may authorize the proposed change to the undertaking without SHPO review. If not, TransCanyon will revise the report as necessary and resubmit it to the BLM within five (5)

calendar days. The BLM will send the documentation to the appropriate SHPO and proceed.

3. If the inventory results in no historic properties identified, TransCanyon will submit copies of the draft inventory report to the BLM for review. The BLM will provide any comments to TransCanyon within fifteen (15) calendar days of receipt of the document. Any necessary changes to the report will be made by TransCanyon and resubmitted to the BLM within five (5) calendar days. The BLM-WDO-FFO will then send the documentation to the SHPO, who will have fifteen (15) calendar days to review and comment. The BLM will have seven (7) calendar days to respond to any SHPO comments. If the SHPO does not respond within the stated time frame, the BLM may authorize the proposed change to the undertaking.

4. If the inventory results in historic properties identified, TransCanyon will submit copies of the draft inventory report, including summaries of potential effects to any historic properties, to the BLM. The BLM will provide any comments to TransCanyon within fifteen (15) calendar days of receipt of the document. Any changes to the report will be performed by TransCanyon and resubmitted to the BLM within ten (10) calendar days. The BLM will then send the documentation to the SHPO, who will have thirty (30) calendar days to review and comment. The BLM will have fifteen (15) calendar days to respond to any SHPO comments. If the SHPO does not respond within the stated time frame, the BLM may authorize the proposed change to the undertaking.

5. Adverse effects to historic properties identified during inventory for changes to the undertaking will be subject to provisions described in Stipulation VI (Resolution of Adverse Effects).

IX. HUMAN REMAINS

A. *Discovery Notification.* If human remains, or potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100 feet of the discovery will stop immediately. Verbal notification, followed by written notification in the form of an e-mail, of the discovery will be made immediately to the appropriate land management agency official. The Human Remains Program of the UTSHPO will be notified for all such discoveries within Utah. The NVSHPO will be notified for all such discoveries within Nevada.

B. *Assessment of Remains.* Human remains discovered on federally managed land will be treated consistent with all requirements of NAGPRA, and its implementing regulations at 43 CFR § 10, which includes preparation of a Plan of Action for this undertaking pursuant to 43 CFR § 10.4. Human remains discovered in Utah on land administered by the state, TLA, or privately owned land will be treated consistent with all

requirements of applicable Utah state laws regarding the treatment of human remains, including UCA § 76-9-704, UCA § 9-8-302, UCA § 9-8-309, and UCA § 9-9-401 et seq. Human remains discovered in Nevada on land administered by the state or on privately owned land will be handled according to the provisions of Nevada Revised Statutes 383.

C. *Resumption of Work.* Work in the immediate vicinity of the human remains may not resume until a date provided by a written certification from the appropriate land management agency official. Written certification to proceed will come from the appropriate land management agency official no later than 30 calendar days after receiving written documentation of a discovery. The date that project activities may resume will not be later than 30 calendar days after the written certification is sent. The written certification will be sent to the person responsible for conducting project activities and to consulting Tribal Nations and will indicate the date at which project activities may resume.

X. DISCOVERY OF PREVIOUSLY UNIDENTIFIED CULTURAL RESOURCES

A. If potential historic properties are discovered after construction has begun or unanticipated effects occur to known historic properties, the BLM will implement the Post-Review Discovery Plan, which will be developed in consultation with the Consulting Parties prior to issuance of any NTP and included in the HPTP pursuant to Stipulation VI.D.

XI. PROTECTION OF CONFIDENTIAL INFORMATION

A. The BLM will ensure, to the fullest extent available under law, that all confidential information, as defined in Section 9 of the ARPA, Section 304 of the NHPA, Section 63-2-304(26) of the Utah Government Records Access Management Act, and Nevada Revised Statutes 239, is managed in such a way that historic properties, archaeological resources, traditional cultural values, and sacred objects are not compromised.

B. Each party to this agreement will safeguard information about the nature and location of archaeological, historic, and traditional cultural properties, pursuant to Section 9 of the ARPA, Section 304 of the NHPA, Section 63-2-304(26) of the Utah Government Records Access Management Act, and Nevada Revised Statutes 239.

XII. DURATION

A. This agreement will expire if its terms are not carried out within ten (10) 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 XIV below.

XIII. DISPUTE RESOLUTION

A. Should any Signatory, Invited Signatory, or Concurring 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 will consult with such party to resolve the objection. If the BLM determines that such objection cannot be resolved, the BLM will:

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

2. If the ACHP does not provide its advice regarding the dispute within the period of thirty (30) calendar days, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM will prepare a written response that takes into account any timely comments regarding the dispute from the Consulting Parties to the agreement and provide them and the ACHP with a copy of such written response.

B. The BLM's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

XIV. 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.

XV. TERMINATION

A. If any Signatory to this agreement determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XIV, above. If within thirty (30) calendar days an amendment cannot be reached, any 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 must either a) execute an 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 will notify the Signatories as to the course of action it will pursue.

XVI. GENERAL PROVISIONS

A. *Entirety of Agreement.* This agreement, consisting of 30 total pages, represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, regarding compliance with the NHPA Section 106 for the undertaking.

B. *Severability.* Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement will continue in force and effect, and any party may renegotiate the terms affected by severance.

C. *Anti-Deficiency.* The BLM's obligations under this agreement are subject to the availability of appropriated funds, and the stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. The BLM will make reasonable and good faith efforts to secure the necessary funds to implement this agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the BLM's ability to implement the stipulations of this agreement, the BLM will consult in accordance with the amendment and termination procedures found at Stipulation XIV and Stipulation XV of this agreement.

D. *Counterparts.* This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The BLM will distribute copies of all pages to all Consulting Parties once the agreement is fully executed.

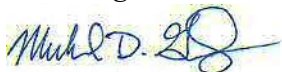
Execution of this agreement by the BLM, the Forest Service, the UTSHPO, and the NVSHPO and implementation of its terms evidence that the BLM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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AMONG
THE BUREAU OF LAND MANAGEMENT
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BUREAU OF LAND MANAGEMENT
CEDAR CITY FIELD OFFICE,
U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST ELY RANGER DISTRICT,
UTAH STATE HISTORIC PRESERVATION OFFICER, AND
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE CROSS-TIE 500-KV TRANSMISSION PROJECT IN BEAVER, JUAB, AND
MILLARD COUNTIES, UTAH, AND
WHITE PINE COUNTY, NEVADA**

SIGNATORY

Bureau of Land Management West Desert District Fillmore Field Office



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Date: 2024.12.17 08:14:38 -07'00'

Michael D. Gates

Date

Bureau of Land Management West Desert District Manager

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SIGNATORY

Bureau of Land Management Ely District Bristlecone Field Office

ROBBIE PURDIE-WILLIAMS

Digitally signed by ROBBIE PURDIE-WILLIAMS

Date: 2024.12.12 12:50:10 -08'00'

Robbie McAboy

Date

Bureau of Land Management Ely District Manager

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SIGNATORY

Bureau of Land Management Cedar City Field Office

Jacqueline J. Russell **2024.12.17 15:49:12 -07'00'**

Jacqueline Russell

Date

Bureau of Land Management Cedar City Field Office Manager

**PROGRAMMATIC AGREEMENT
AMONG
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WHITE PINE COUNTY, NEVADA**

SIGNATORY

U.S. Department of Agriculture Forest Service Humboldt-Toiyabe National Forest Ely Ranger District

JOSE NORIEGA

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Date: 2024.11.18 11:41:49 -08'00'

Jose Noriega
District Ranger

Date

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SIGNATORY

Utah State Historic Preservation Officer



Chris Merritt

Utah State Historic Preservation Officer

11/18/24

Date

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WHITE PINE COUNTY, NEVADA**

SIGNATORY

Nevada State Historic Preservation Officer

Arthur Krupicz

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Arthur Krupicz

Nevada State Historic Preservation Officer

Date


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INVITED SIGNATORY

Utah School and Institutional Trust Lands Administration


Michelle McConkie

Utah School and Institutional Trust Lands Administration, Director


Date



M. Beardsley - attorney

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INVITED SIGNATORY

TransCanyon Western Development, LLC

Roger Yensen

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Date: 2024.11.18 13:02:56 -07'00'

Roger Yensen
Manager Development, Permitting & Outreach

Date

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WHITE PINE COUNTY, NEVADA**

CONCURRING PARTY

Confederated Tribes of the Goshute Reservation

Amos Murphy
Chairman

Date

**PROGRAMMATIC AGREEMENT
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WHITE PINE COUNTY, NEVADA**

CONCURRING PARTY

Duckwater Shoshone Tribe of the Duckwater Reservation

Debbie O'Neil
Chairwoman

Date

**PROGRAMMATIC AGREEMENT
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WHITE PINE COUNTY, NEVADA**

CONCURRING PARTY

Ely Shoshone Tribe

Alvin Marques
Chairman

Date

ATTACHMENT A.

DEFINITION OF AREA OF POTENTIAL EFFECTS

AREA OF POTENTIAL EFFECTS DEFINITION

The Bureau of Land Management (BLM), in consultation with the State Historic Preservation Officers (SHPOs) and other Consulting Parties, has determined the area of potential effects (APE) for the Cross-Tie 500-kV Transmission Project (Project or undertaking) to be 10 miles on either side of the centerline for the right-of-way (ROW). This APE takes into account all potential direct, indirect, and cumulative effects of the undertaking. The APE will apply to federal, state, and private lands that may be affected by the transmission line corridor, substations, regeneration facilities, temporary and permanent access, and temporary work areas associated with construction activities and other related transmission infrastructure for the undertaking. The BLM may modify the APE in accordance with Stipulation XIV of the Programmatic Agreement.

AREA OF POTENTIAL EFFECTS JUSTIFICATION

The definition of an APE as given in 36 Code of Federal Regulations § 800.16(d) is “the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.”

The term *directly* in Section 110(f) of the National Historic Preservation Act was clarified by an opinion from the District of Columbia Circuit Court to refer to the causality, and not the physicality, of the effect to historic properties. This means an effect, whether from any type, is *direct* if it is caused by the undertaking at the same time and place, and *indirect* if it is caused by the undertaking later in time or it is farther removed in distance but still reasonably foreseeable (Advisory Council on Historic Preservation 2019). Hence, effects will be considered by type, and not as direct or indirect, thus resulting in a single APE.

After discussion with the SHPOs and Consulting Parties, the BLM has determined the fully inclusive APE for the undertaking to be 10 miles on either side of the ROW centerline. This decision was reached after review of similar projects in surrounding states and discussion with Consulting Parties. Any changes that affect the aspects of integrity that contribute to a historic property’s significance were considered. This APE includes anticipated effects contributed from atmospheric, auditory, physical, and visual effects, as discussed below.

Atmospheric Effects

Atmospheric effects include changes in the local air quality resulting from dust and pollutants. Construction of the undertaking has the potential to increase fugitive dust in the air and increase pollutants from traffic and construction equipment. Once the transmission line is constructed and in operation, any emissions of dust or pollutants would be limited primarily to vehicular use for routine maintenance and emergency repair activities. Because the majority of impacts from emissions would be associated with construction, atmospheric effects from the undertaking would be temporary.

The Centers for Disease Control and Prevention (2023) defines *particle pollution* as particles of solids or liquid that are in the air that may include dust, dirt, soot, smoke, or drops of liquid. Coarse particles such

as dust from roads, dry riverbeds, or construction sites fall under what is called “particulate matter 10” or “PM₁₀” because it is particulate matter larger than 10 micrometers in size. In a study of dust suppressants for gravel roads, Karin Edvardsson found that under non-suppression conditions on dry roads, PM₁₀ (i.e., dust) “did not travel more than 45 m [meters] from the road, provided downwind velocities of 0-7 m/sec. It seems unlikely that larger particles would diffuse further” (Edvardsson 2010:36–37). Referencing Edvardsson’s observations, the APE resulting from atmospheric effects of dust is 50 m on either side of the centerline of access roads as well as 50 m beyond the extent of temporary work areas.

Auditory Effects

Auditory effects include the introduction of noise to an environment. During construction of the undertaking, noise would be generated by the equipment used for grading (access roads and tower sites), assembly and erection of towers (including helicopter-assisted construction), wire pulling and splicing, and reclamation activities. During maintenance activities, noise could be generated from a vehicle driving along the access roads for line inspection, a helicopter flying along the ROW for line inspection, or equipment and a crew conducting maintenance and/or repairs. Auditory effects from these activities are expected to be temporary.

A phenomenon called “corona” can occur from the ionization of air surrounding a conductor carrying high voltage. Corona activity can result in an audible sizzling or buzzing noise, and if there is sufficient corona activity, audible noise can be noticeable within a few hundred feet of the transmission line. Because auditory effects from corona occur within the immediate vicinity of transmission lines, historic properties potentially affected by corona are expected to also be subject to physical effects as described below.

Physical Effects

Physical effects would include ground disturbance within the footprint of Project features. Physical effects would also result from increased erosion as a result of Project-related changes to the ground surface. Elements of the undertaking that may result in physical effects include the transmission line corridor, substations, regeneration facilities, temporary and permanent access roads, temporary work areas associated with construction activities, and other related transmission infrastructure.

Potential effects from physical disturbance would vary between Project elements; however, the disturbance agents (construction methods, ROW corridor widths, etc.) are fairly standard and are subject to a widely accepted description for an APE. The BLM, in consultation with the SHPOs and Consulting Parties, has agreed to the following standard potential physical effects areas:

- ROW: 250 feet on either side of the transmission line centerline (500-foot-wide corridor)
- Access roads: 100 feet on either side of the centerline for new access roads and existing roads that require improvements (200-foot-wide corridor)
- Regeneration facilities and substations: The footprint of the work area and a buffer of 200 feet around the footprint
- Temporary work areas separate from the transmission ROW: The footprint of the work area and a buffer of 200 feet around the footprint
- Temporary pulling and tensioning areas that overlap and extend outside the ROW: The footprint of the area and a buffer of 250 feet around the footprint

Visual Effects

Visual effects include changes to the setting and feeling of a historic property resulting from the introduction of a project element within view of the historic property. Construction and operation of the undertaking would introduce permanent transmission towers, electrical lines, maintenance access roads, and associated transmission infrastructure that may have visual effects to historic properties. Construction access roads, laydown yards, pulling and tensioning sites, and fly yards would be temporary and would not have long-term visual effects. Sullivan et al. (2014:204) find the potential for visual impacts for electricity transmission projects is “usually expected to extend 5 to 10 miles from the project.” Using these findings, a conservative selection of 10 miles on either side of the transmission line centerline as the total visual impact area provides for an effective and reasonable assessment of visibility factors such as the presence or absence of screen factors in the landscape, the visual properties of Project elements, and viewing distances of historic properties. Accordingly, following recommendations found in Sullivan et al. (2014), the BLM, in consultation with the SHPOs and Consulting Parties, has agreed that the area for potential visual effects from the undertaking will be 10 miles on each side of the ROW centerline for a total potential effects corridor of 20 miles.

REFERENCES CITED

Advisory Council on Historic Properties

- 2019 Court Rules on Definitions; Informs Agencies on Determining Effects. Available at: <https://www.achp.gov/news/court-rules-definitions-informs-agencies-determining-effects>. Accessed August 24, 2022.

Centers for Disease Control and Prevention

- 2023 Particle Pollution. Available at: https://www.cdc.gov/air/particulate_matter.html. Accessed February 26, 2024.

Edvardsson, Karin

- 2010 Evaluation of Dust Suppressants for Gravel Roads: Methods Development and Efficiency Studies. Ph.D. dissertation, the Royal Institute of Technology, Stockholm, Sweden.

Sullivan, Robert G., Jennifer M. Abplanalp, Sherry Lahti, Kevin J. Beckman, Brian L. Cantwell, and Pamela Richmond

- 2014 *Electric Transmission Visibility and Visual Contrast Threshold Distances in Western Landscapes*. Report prepared by Argonne National Laboratory for the U.S. Department of the Interior Bureau of Land Management, under interagency agreement, through U.S. Department of Energy contract DEAC02-06CH11357. Available at: https://shpo.nv.gov/uploads/documents/NAEP14_Sullivan_TransmissionVCTDFinal141029.pdf. Accessed September 27, 2022.

ATTACHMENT B. VISUAL EFFECTS ASSESSMENT PROCEDURES

INTRODUCTION

This document presents further details on how historic properties within the visual effects assessment area will be identified and how visual effects on historic properties will be evaluated. The methods outlined here are consistent with those used for other recent large-scale transmission line projects in the Intermountain West.

The proposed cultural resources visual effects assessment methods consist of the following five stages:

1. Delineate the visual effects assessment area
2. Identify properties within the visual effects assessment area
3. Evaluate the properties for potential eligibility to the National Register of Historic Places (NRHP) with an emphasis on the aspects of integrity that the historic property possesses
4. Determine which historic properties in the visual effects assessment area require an in-field setting assessment
5. Conduct the in-field setting assessment and assessment of visual effects from the Cross-Tie 500-kV Transmission Project (Project or undertaking)

DELINEATING THE VISUAL EFFECTS ASSESSMENT AREA

The area of potential effects (APE) for the Project extends 10 miles on either side of the transmission line centerline. Because the Project APE encompasses a variety of landscapes and geographical features, it is anticipated that topography and elevation will affect the visibility of the Project.

To determine the visual effects assessment area, geographic information system (GIS) software will be used to generate a viewshed that represents the area from which the transmission towers would be potentially visible within the APE. TransCanyon Western Development, LLC's cultural resources consultant will download 1/3 arc-second digital elevation model raster files from the U.S. Geological Survey's National Map Download website to cover the APE and will merge these files together in a mosaic. Using the Viewshed tool in Spatial Analyst in the Esri ArcGIS software, the digital elevation model mosaic, individual transmission line tower locations, and observer height will be entered for the analysis. For portions of the Project where a tower height of up to 200 feet is allowed, a tower height of 200 feet will be used for this analysis, representing the maximum tower height that may be used in the Project, and thus the most extensive potential viewshed. For portions of the Project where the tower height cannot exceed 100 feet, a tower height of 100 feet will be used for this analysis. The observer height will be entered at 6 feet, assuming visibility from a taller-than-average individual on the ground.

Areas within a 10-mile buffer of the transmission line centerline where the proposed transmission line is not visible based on this viewshed analysis will be excluded from further analysis.

IDENTIFYING HISTORIC PROPERTIES IN THE VISUAL EFFECTS ASSESSMENT AREA

A desktop review will be conducted to identify historic properties within the visual effects assessment area. This desktop review will include an assessment of documented archaeological and architectural resources and an evaluation of historical maps that may show the presence of undocumented resources.

Documented resources will be identified through a file search of records maintained by each state's State Historic Preservation Office (SHPO) and land management agencies.

To identify undocumented potential historic properties within the visual effects assessment area, historical maps, such as assessors' maps, General Land Office plat maps, and historical topographic maps, will be evaluated for the presence of potential resources within the visual effects assessment area. Aerial photography, such as Google Earth, will be used to verify, if possible, whether these potential resources still exist. For resources that appear to exist in aerial photographs, a field verification will be completed to verify the existence of the resource. If the resource is present, it will be documented and evaluated for the NRHP. The focus of this identification effort is to identify properties for field verification that are likely to be determined eligible for the NRHP, not on properties that are unlikely to be determined eligible because of lack of significance under Criterion A, B, or C. Examples of properties likely to be determined eligible may include named roads or other named features. Examples of properties unlikely to be determined eligible may include unnamed roads or trails or other unnamed features; historic linear utilities (e.g., transmission or telegraph lines) recorded as historic sites; and industrial sites where setting is unlikely to contribute to integrity.

The field verification and resource documentation will be contingent on whether the resource is on accessible land (public land or private land for which the landowner has given permission for resource documentation). If an identified resource is located on private land and the landowner has denied access for site documentation, the denial will be documented following the process detailed in Attachment C of the Programmatic Agreement.

Properties of traditional religious or cultural importance to one or more Indian Tribes will be identified through consultation consistent with Stipulation I.B. of the Programmatic Agreement.

NATIONAL REGISTER OF HISTORIC PLACES EVALUATION

Each property within the visual effects assessment area will be evaluated for NRHP eligibility with an emphasis on the aspects of integrity that it possesses. For previously documented and evaluated properties, the NRHP eligibility determination in the resource form will be used for the visual effects assessment. For previously documented properties that are unevaluated for the NRHP, the NRHP eligibility of the property will be evaluated using the information in the resource form. If a previously documented resource form does not contain enough information to evaluate the site for the NRHP, it will be considered eligible for the visual effects assessment. For newly identified resources, the resource will be evaluated for the NRHP, and the evaluation will be documented on the appropriate resource form.

Historic properties must demonstrate importance in American history, architecture, archaeology, engineering, or culture. A historic property is considered significant in these categories if it possesses integrity of location, design, setting, materials, workmanship, feeling, and association and meets one or more of the following criteria (36 Code of Federal Regulations § 60.4):

- (a) Is associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) Is associated with the lives of persons significant in our past; or
- (c) Embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- (d) Has yielded, or may be likely to yield, information important in prehistory or history

Evaluation of Integrity

For historic properties within the visual effects assessment area, evaluation of integrity will be critical for determining which properties require a visual effects assessment. *Integrity* is defined as “the ability of a property to convey its own significance” (National Park Service 1997:44). According to NRHP guidelines, the evaluation of integrity must always be grounded “in an understanding of a property’s physical features how they relate to its significance” (National Park Service 1997:44). Setting, feeling, and association (also defined in National Park Service [1997]:44–45) are particularly sensitive to visual effects and convey the property’s historic character.

- **Setting** is the physical environment of a historic property. Setting refers to the *character* of the place where the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space. It includes natural features such as topography and vegetation, and human-made features that are part of the property and the surrounding landscape.
- **Feeling** is a property’s expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property’s historic character.
- **Association** is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer.

DETERMINING WHICH CULTURAL RESOURCES REQUIRE A VISUAL EFFECTS ASSESSMENT

Historic properties with setting, feeling, and/or association as aspects of integrity that are located within the visual effects assessment area will be evaluated to determine whether they will require an in-field setting assessment. Resources of certain types will also be identified as requiring a visual effects assessment. The following types of resources may require a visual effects assessment:

- Resources that are eligible for the NRHP under Criterion A, B, or C
- Resources identified by Consulting Parties as requiring a visual effects assessment
- Traditional Cultural Properties
- Properties of traditional religious and cultural importance to Indian Tribes
- National Historic Landmarks

- National Historic Trails

The following types of resources will not require a visual effects assessment:

- Resources that are not eligible for the NRHP or that are non-contributing segments/elements of NRHP-eligible properties
- Historic properties that are only eligible under Criterion D
- Historic properties that have been previously determined by a federal or state agency, in consultation with the appropriate SHPO, to lack the integrity aspects of setting, feeling, or association
- Segments of linear historic properties between two definable points that no longer retain any physical trace or manifestation (no longer extant)
- Historic properties for which the undertaking is consistent with land use during the period of significance or that are engineered structures that are, by their nature, integrated into developed landscapes
- Historic properties identified by Consulting Parties as not requiring a visual effects assessment with agreement from the Bureau of Land Management (BLM) and the appropriate SHPO

Visual Effects Assessment Table

All resources identified in the visual effects assessment area will be included in a table that will summarize the screening process detailed above and indicate which properties will require an in-field setting assessment. The table will include the following information: site location, resource number (e.g., Smithsonian trinomial), source of the information, landownership, site type, NRHP eligibility and criteria, and additional reasons for inclusion (e.g., properties brought forward by Consulting Parties).

IN-FIELD SETTING ASSESSMENT

Historic properties that are identified as needing a visual effects assessment during the desktop review will undergo an in-field setting assessment. A qualified field supervisor, or a field crew led by a qualified field supervisor, will navigate to each property using global positioning system (GPS) data and maps from the resource form. A GPS point will be taken at every in-field setting assessment site location. The in-field setting assessment will consist of 1) assessing historic property integrity and accessibility and 2) conducting a visual effects assessment.

Resource Integrity and Accessibility

If an in-field setting assessment at the historic property's location reveals that the desktop review data were inaccurate and the historic property's setting, feeling, and/or association has been previously compromised, the historic property will be excluded from a visual effects assessment and documented in the visual effects assessment report. A site form update will be completed reflecting the current condition of the site. A historic property may not meet the requirement for a visual effects assessment for the following reasons:

- A property's integrity of setting or feeling is lost or compromised (e.g., destruction and collapse of built environment features, or existing modern structures and development that may already disrupt the viewshed).

- A linear site segment no longer contributes to the site's NRHP eligibility (it no longer retains physical traces or manifestations between two definable points).
- A historic property was incorrectly plotted and cannot be found in its mapped location.

Visual Effects Assessment

If the NRHP evaluation, completed in consultation with the SHPOs, Tribal Historic Preservation Officers (THPOs), Indian Tribes, and Consulting Parties, identifies that setting, feeling, and/or association are important aspects of integrity for a historic property, the historic property will require a visual effects assessment. The visual effects assessment will consist of photographic documentation, GIS mapping, and a BLM visual contrast rating (VCR) evaluation. Multiple photographs will be taken to best demonstrate the existing setting in relation to the Project location. At a minimum, a photograph from the historic property toward the Project location and a photograph facing in each opposite or perpendicular direction will be taken to demonstrate the existing setting in relation to the Project. If the area is legally accessible, photographs will also be taken from outside the historic property boundary facing the Project location with the property in the foreground and the Project location in the background. A GIS-modeled sketch map will be created showing the property in relation to the Project location.

The VCR evaluation will employ the BLM's VCR form, contrast ratings, and guidance to determine the visual effects of the Project on the historic property's setting (BLM 1986). Completed VCR forms, photographs, and a GIS-modeled sketch map showing each historic property in relation to the Project location will be provided to the BLM in an appendix to the survey report on visual analysis results. For historic properties where the Project could pose a potential moderate or strong contrast, visual simulations may be developed to assist with the evaluation of potential effects.

ASSESSMENT OF PROJECT VISUAL EFFECTS

Areas of Compromised Setting

Areas of compromised setting consist of certain areas where existing large-scale modern development and infrastructure are more prominent in a given historic property's viewshed than the Project would be. If large-scale existing infrastructure (e.g., large-scale transportation corridors, transmission line features, wind farms, oil and gas well fields, or other energy development infrastructure) is located closer to a historic property than the Project would be, the setting in the property's viewshed may be considered degraded or compromised by the existing infrastructure. Areas of compromised setting will be assessed as follows:

- Project compatible: Multiple or large industrial features or developments have appeared in the surrounding landscape. These features dominate the setting, feeling, and association; the Project does not create a striking contrast.
- Project moderately compatible: Single or small industrial features or developments have appeared in the surrounding landscape. These other features are visible on the landscape, but the Project dominates the setting, feeling, and association.
- Project incompatible: No other industrial or developmental features appear in the surrounding landscape. The Project creates a striking contrast that is incompatible with the setting, feeling, and association.

A combination of GIS mapping, aerial imagery, and photographic documentation will be used to illustrate areas of compromised settings.

Effects on Historic Properties

Results of the visual effects assessment will be used to make recommendations of effect based on the guidance for determination of effect from the *Supplemental Procedures Assessing Visual Effects to Historic Properties* (Utah BLM and Utah SHPO 2020). Based on the guidance, the visual effects assessment, in conjunction with standard treatment measures and best management practices to reduce the visual contrast, would result in one of the following final recommendations of effect:

- Project elements will not be seen from a historic property: The historic property is not affected.
- Project elements can be seen but will not be noticeable to casual observers: The historic property is affected but not adversely, depending on the location and visibility of the undertaking from the historic property.
- Project elements tend to obstruct a significant portion of the viewshed from the historic property in a manner that would diminish the integrity (e.g., setting, feeling, and/or association) of the historic property: The historic property is adversely affected.

If recommendations result in an agency determination that the Project would pose an adverse effect to the historic property, a plan to address the adverse effect will be presented in the Historic Properties Treatment Plan to be developed for the Project.

REVISIONS TO PROCEDURES

Revisions to the above procedures may be proposed and accepted through review by the BLM, the SHPOs, and the Consulting Parties without amendment of the Programmatic Agreement unless a Signatory party notifies the other Signatories that an amendment may be necessary consistent with Stipulation XIV.

REFERENCES CITED

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ATTACHMENT C. PROCEDURE FOR DOCUMENTING ACCESS FOR CULTURAL RESOURCES INVESTIGATIONS ON PRIVATE LAND

INTRODUCTION

The Bureau of Land Management's (BLM) responsibility to assess and minimize the potential impacts of its actions on historic properties in the area of potential effects (APE) of a project extends to private land. Because a landowner's denial of access does not relieve the BLM of its Section 106 responsibilities, the BLM's policy is to work cooperatively with private landowners and project applicants to reach agreements on access. The process described below would apply for the Cross-Tie 500-kV Transmission Project (Project).

For the Project, an area of potential physical effects wider than the final Project right-of-way (ROW) is required to help avoid or minimize impacts to cultural resources in the final Project design, thereby allowing greater flexibility in reaching a *no effect* or *no adverse effect* determination. This wider area would also reduce time frames and costs during final design and implementation and would minimize the number of variances requested by TransCanyon Western Development, LLC (TransCanyon), during construction. Fewer variance requests would reduce the construction workload for the BLM, TransCanyon, TransCanyon's contractors, and the Consulting Parties in the Section 106 process.

The process outlined in this document is not intended to address mitigation of adverse effects to historic properties that cannot be identified where access has been denied. This process is being presented to ensure federal compliance with Section 106 of the National Historic Preservation Act under 36 Code of Federal Regulations § 800 to implement a reasonable and good faith effort to identify and consider effects to historic properties in the APE on private lands where cultural surveys have not been completed due to denied access to the property or denied request for cultural surveys.

Without consent of the landowner, except where provided by law, the BLM has no authority to require access to conduct an inventory or complete mitigation on non-federal lands or on the property of the non-federal landowner. Identification of historic properties—and avoidance, minimization, or mitigation of adverse effects—may be required as a condition of a permit, license, or approval issued by the BLM, regardless of landownership.

Before the BLM issues a notice to proceed for the Project, TransCanyon and the BLM will take the following steps to ensure that landowners receive consistent information regarding proposed cultural resource inventory and investigation activities:

TransCanyon will take the following step:

- Provide the BLM with a list of landowners who have denied entry on private lands within the 500-foot physical effects area, by state, along with mailing address and other means of contact (email address or telephone number).

The BLM will take the following steps:

- Determine whether an adequate inventory has already been conducted on the denied access private lands in question.

- Document all contact with each landowner on the denied entry list and, if necessary, request access to the land within the APE for the purpose of cultural resources inventory and investigations (potentially including test excavations and data recovery excavations).
- Document each landowner's decision whether to grant access, using a form that includes the signature of the landowner or landowner's authorized representative, if cooperative.
- Attach formal documentation regarding all efforts to gain access to denied access private lands to the cultural resource report submitted to Utah and/or Nevada State Historic Preservation Office for consultation. Formal documentation will include whether previous adequate inventory has been conducted or if the area is previously disturbed and therefore unlikely to contain cultural resources with integrity.
- Use the Project's cost recovery account with TransCanyon for the above Project-related activities

The BLM may choose to hold a landowner meeting to describe the cultural inventory activity that will be required for the Project and to answer any questions that landowners may have. Private landowners will be requested to complete and sign the landowner access document after the meeting.

If landowner permission is granted, the BLM will direct TransCanyon to complete a Class III inventory on the 500-foot-wide physical effects survey corridor on that private land.

If landowner permission is denied, the BLM will transmit documentation of the landowner's denial of access to TransCanyon. Before issuing the Notice to Proceed, the BLM will require TransCanyon to ensure that the Class III inventories of the 250-foot-wide ROW and ancillary areas, and any necessary subsequent cultural resources investigation for those areas, have been completed for all private lands for which access is secured through easement agreement or other measures.