

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. FISH & WILDLIFE SERVICE
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
AND
NEVADA STATE PARKS
REGARDING
SALE OF THE GHIGLIA AND ROBINSON RANCHES TO THE STATE OF NEVADA
LYON COUNTY, NEVADA**

WHEREAS, The U.S. Fish & Wildlife Service (FWS) plans to sell 1,697.27 acres of land commonly referred to as the Ghiglia Ranch (Tract 110) and the Robinson Ranch (Tract 154) pursuant to Public Law 105-277 that authorizes FWS to sell the land to the State of Nevada for addition to the Fort Churchill State Historic Park; and

WHEREAS, the sale of the Ghiglia and Robinson ranches by FWS to the State of Nevada constitutes an FWS undertaking subject to compliance with Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS, the FWS has consulted with the Nevada State Historic Preservation Officer (SHPO) on this undertaking pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and the SHPO concurs with the FWS' finding of adverse effect to historic properties for this undertaking; and

WHEREAS, the FWS has defined the area of potential effects (APE) of the undertaking as 1,697.27 acres of land, commonly referred to as the Ghiglia Ranch (Tract 110) and the Robinson Ranch (Tract 154), described in Attachment A and shown in Attachment B in Lyon County, Nevada; and

WHEREAS, the FWS conducted a historic property identification survey of the APE and through a consensus determination the FWS and the SHPO agree that all prehistoric and historic resources will remain unevaluated and will be treated as eligible for listing on the National Register of Historic Places (Attachment C); and

WHEREAS, the FWS has consulted with Fallon Paiute-Shoshone Tribe, Washoe Tribe of Nevada and California, Pyramid Lake Paiute Tribe, Yerington Paiute Tribe, Reno-Sparks Indian Colony, Walker River Paiute Tribe (collectively referred to as Tribes) that may have interest in the undertaking and received comment only from the Washoe Tribe of Nevada and California which requested that Nevada State Parks share and work with the closest affiliated Tribe on

information, protection, interpretation, and management of cultural resources. The consultation did not result in the identification of properties of religious and or cultural significance that could be affected by the undertaking; and

WHEREAS, the State of Nevada is acquiring the Ghiglia Ranch (Tract 110) and the Robinson Ranch (Tract 154) as an addition to Fort Churchill Nevada State Historic Park, the FWS has invited Nevada State Parks to sign this MOA as an Invited Signatory; and

WHEREAS, Nevada State Parks has no plans to change current land use practices or otherwise develop within the APE and the attached draft Cultural Resources Management Plan (Attachment D) addresses protection and management of cultural resources by Nevada State Parks within the APE; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FWS 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

WHEREAS, FWS, the SHPO, and Nevada State Parks are collectively referred to herein as the “Signatories,” as defined at 36 CFR § 800.6(c)(1), and individually by name or as “Signatory”; and

WHEREAS, any other federal assistance or permits necessary for the completion of projects in the APE will require the responsible federal agency, if not a Signatory to this MOA, to comply with Section 106 of the NHPA, 54 U.S.C. § 306108, and the implementing regulations, 36 CFR Part 800 for the project; and

NOW, THEREFORE, the FWS and the SHPO 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 FWS will ensure that the following measures are carried out:

I. CULTURAL RESOURCES MANAGEMENT PLAN

A. FWS and Nevada State Parks have prepared the attached draft Cultural Resources Management Plan (Attachment D) that specifies how Nevada State Parks will consider, treat, and manage cultural resources in the APE.

- B. Once FWS approves the draft Cultural Resources Management Plan, FWS shall submit the document to the SHPO for review and comment.
- C. The SHPO will provide comments within thirty (30) calendar days of receipt of the draft Cultural Resources Management Plan. If SHPO does not comment within this comment period, FWS may finalize the draft Cultural Resources Management Plan.
- D. FWS shall address all comments provided by the SHPO and shall provide to the SHPO written documentation indicating how all comments were incorporated. The SHPO shall have thirty (30) calendar days from receipt to review and comment on this documentation.
- E. Once all Signatories concur that the draft final Cultural Resources Management Plan is adequate, or if no comment is received from a Signatory within the identified timeframe in Stipulation I.C-D above, FWS shall finalize the Cultural Resources Management Plan.
- F. All Signatories shall sign the Final Cultural Resources Management Plan to acknowledge their agreement that the contents conform to the terms of this MOA.
- G. Nevada State Parks will submit two hard copies and an electronic copy of the Final Cultural Resources Management Plan to FWS who will distribute one hard copy and one electronic copy to the SHPO.
- H. Once finalized, Nevada State Parks will be responsible for implementation of the Cultural Resources Management Plan in consultation with the SHPO and Tribes as specified in the Cultural Resources Management Plan.

II. REPORTING

Beginning with the second anniversary of the finalization of the Cultural Resources Management Plan (per Stipulation I.E) and biennially thereafter, Nevada State Parks will submit a report that documents the activities carried out under the Cultural Resources Management Plan to the SHPO. This report will include a summary of activities within the APE conducted during the preceding two years. If Nevada State Parks does not carry out any activities subject to the provision of the Cultural Resources Management Plan during the two-year period, a letter from Nevada State Parks to the SHPO to that effect will satisfy the intent of this paragraph.

III. PROFESSIONAL STANDARDS

A. Professional Qualifications. All tasks implemented pursuant to this MOA will be carried out by or under the direct supervision of a person or persons meeting at a minimum the Secretary of Interior's Professional Qualifications Standards (48 FR 44738-39) in the appropriate disciplines.

B. Reporting and Documentation Standards. Reporting on and documenting the activities implemented pursuant to this MOA will conform to the applicable provisions of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716-44740), as well as with all applicable standards, guidelines and forms for historic preservation activities established by the SHPO. Nevada State Parks (or FWS before MOA execution) will submit final reports in both paper and electronic copies and will include digital copies of all associated data (e.g., GPS files, GIS shapefiles, digital photographs, etc.).

IV. CURATION

Nevada State Parks will ensure that any archaeological collections and records resulting from actions stipulated by this MOA will be curated at a facility in Nevada meeting the requirements of 36 CFR Part 79.

V. OTHER CONSIDERATIONS

A. Nevada State Parks will direct all of its personnel, and all the personnel of its contractors and subcontractors, not to engage in the illegal collection of historic and prehistoric materials. Pursuant to NRS 383.435, Nevada State Parks will notify the proper authorities upon obtaining knowledge that any person who has knowingly and willfully removed, mutilated, defaced, excavated, injured or destroyed a historic or prehistoric site or resource on land in the APE or knowledge that a person received, trafficked in or sold cultural property appropriated from land in the APE without a valid permit (per NRS 381.187). Nevada State Parks will cooperate fully with the proper authorities to assist in the prosecution of any such individual.

B. Nevada State Parks will maintain the confidentiality of cultural resource information for historic properties in the APE and will implement procedures to ensure that such information is available only to authorized personnel. Nevada State Parks will notify all Signatories and Concurring parties of the name and title of the authorized personnel by January 31 of each year or whenever the assignment changes, whichever comes first. Nevada State Parks will not use cultural resource information obtained under this MOA for any purpose other than compliance with this MOA and applicable laws. Any other use of cultural resource information by Nevada State Parks, such as for educational or interpretive uses, requires prior written approval of the SHPO.

C. All information on the location and nature of properties with religious and cultural significance, and any information considered proprietary by Indian tribes, will be held confidential by Nevada State Parks to the extent provided by state law and consistent with Stipulation V.B.

D. Nevada State Parks will ensure that human remains and artifacts directly associated with burials encountered within the APE are treated with the respect due such materials. Nevada State Parks, in consultation with the SHPO, will ensure that all human remains and associated artifacts found on the conveyed lands will be handled according to the provisions of NRS 383.150 - 383.190.

VI. DISPUTE RESOLUTION

A. Should any Signatory object at any time to any actions proposed or to the manner in which the terms of this MOA are implemented, FWS will consult with such party to resolve the objection. If any other consulting party, or a member of the public, raises an objection to any actions proposed under the MOA, or to the manner in which the terms of this MOA are implemented, FWS will immediately notify the Signatories in writing of the objection and take the objection into consideration.

B. If FWS determines that an objection cannot be resolved, FWS will:

1. Forward all documentation relevant to the dispute, including FWS's proposed resolution, to the ACHP. The ACHP will provide FWS 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, FWS will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories and provide them with a copy of this written response. FWS will 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, FWS may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, FWS will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories of the MOA, and provide them and the ACHP with a copy of such written response.

3. FWS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

4. For disputes pertaining to the National Register of Historic Places eligibility of cultural resources covered by this MOA, FWS will send documentation to the Keeper of the National Register (Keeper) to obtain a formal determination of eligibility. The Keeper's decision will be final.

VII. AMENDMENT

Any Signatory to this MOA may propose that this MOA be amended, whereupon the Signatories to this MOA will consult for no more than thirty (30) days to consider such an amendment. This MOA may be amended only upon the written agreement of the Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

VIII. TERMINATION

A. If any Signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately consult with the other parties to attempt to develop an amendment per Stipulation VII above. Should such consultation result in an agreement on an alternative to termination, then the Signatories will proceed in accordance with the terms of that agreement.

B. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories. Termination will render this MOA without further force or effect.

C. Once this MOA is terminated, and if FWS determines that the undertaking will nonetheless proceed, then FWS will either execute an MOA pursuant to 36 CFR § 800.6 to resolve adverse effects or request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR § 800.7. FWS will notify the Signatories and Concurring parties as to the course of action it will pursue.

D. If the terms of this MOA are satisfied prior to its expiration date, FWS will provide written notification to the other Signatories and Concurring parties to terminate this agreement.

IX. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution or upon signing of the Final Cultural Resources Management Plan in accord with Stipulation I.F above, whichever date is first. Prior to such time, FWS may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII above.

X. EFFECTIVE DATE

This MOA will take effect on the date that it has been fully executed by the Signatories. Upon execution of this MOA, all parties agree that FWS may proceed with actions required to complete this undertaking.

XI. ANTI-DEFICIENCY ACT

The obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. FWS will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs FWS's ability to implement the stipulations of this MOA, FWS will consult in accordance with the amendment and terminations procedures found at Stipulations VII and VIII of this MOA.


EXECUTION of this MOA by the Signatories, and implementation of its terms evidence that FWS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

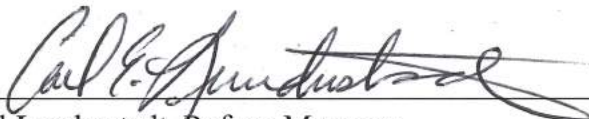
This MOA may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same agreement.


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SIGNATORIES

US FISH AND WILDLIFE SERVICE

By:  Date: 10/24/19
Richard Grimes, Supervisory Realty Specialist
AGENCY OFFICIAL

By:  Date: 10/24/19
Carl Lunderstadt, Refuge Manager
Stillwater National Wildlife Refuge Complex

By:  Date: 10/11/2019
Anan Raymond, Archaeologist, Regional Historic Preservation Officer
Region 1+ Region 8 Cultural Resource Team

NEVADA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 10/24/19
Rebecca L. Palmer, State Historic Preservation Officer

INVITED SIGNATORY

NEVADA STATE PARKS

By:  Date: 10/24/19
Robert Mergell, Administrator

Attachment A

Legal Description of Ghiglia Ranch (Tract 110) and the Robinson Ranch (Tract 154).

Attachment "A"

Parcel 1

All that real property situate in the County of Lyon, State of Nevada, being a portion of Section 1, Township 16 North, Range 24 East, Section 6, Township 16 North, Range 25 East, Sections 35 and 36, Township 17 North, Range 24 East and Sections 28, 29, 31, 32 and 33, Township 17 North, Range 25 East, M.D.B.&M., being more particularly described as follows:

Lots 1, 4, 6, 7, 9, 10, 12, 14, 16, 18, 20, 22, 23 and 24 as shown on the Amended Map of Division into Large Parcels BUCKLAND STATION RIVER RANCHES, filed in the office of the County Recorder of Lyon County, Nevada on July 3, 1995, as File No. 183675, Official Records.

EXCEPTING THEREFROM all that portion of Lot 1 conveyed to Southern Pacific Company.

FURTHER EXCEPTING THEREFROM any portion thereof lying below the ordinary high water mark of the Carson River.

Parcel 2

Parcel 2 as shown on that certain Parcel Map for Buckland Station River Ranches, filed in the office of the County Recorder of Lyon County, Nevada on March 22, 1993, as File No. 159784, Official Records, said parcel being further shown as Lot 2 on the Amended Map of Division into Large Parcels BUCKLAND STATION RIVER RANCHES, filed in the office of the County Recorder of Lyon County, Nevada on July 3, 1995, as File No. 183675, Official Records.

EXCEPTING THEREFROM any portion thereof lying below the ordinary high water mark of the Carson River.

Parcel 3

A 20.00 foot non-exclusive easement and right-of-way for irrigation purposes located in a portion of the Southeast $\frac{1}{4}$ of Section 35 and a portion of the Southwest $\frac{1}{4}$ of Section 36, Township 17 North, Range 24 East, M.D.M., measuring 10.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 36; thence North $89^{\circ}50'26''$ East along the South line of said Section 36, a distance of 557.67 feet to the East right-of-way line of Alternate Highway 95; thence Northerly along said right-of-way line along a non-tangent curve concave to the East, from whence the radial bears North $52^{\circ}28'27''$ East, having a radius of 5425.00 feet and an arc length of 1973.82 feet; thence along said right-of-way North $16^{\circ}40'46''$ West, a distance of 55.00 feet; thence along said right-of-way North $31^{\circ}29'47''$ West, a distance of 97.75 feet; thence along said right-of-way North $16^{\circ}40'46''$ West, a distance of 419.58 feet to the centerline of an existing irrigation ditch and the TRUE POINT OF BEGINNING; thence along the centerline of said 20.00 foot irrigation easement as follows: North $74^{\circ}20'26''$ East, a distance of 193.32 feet to the termination of said easement. Said easement deed being recorded October 14, 1994, as Document No. 176062, Lyon County, Nevada Official Records.

Parcel 4

A 20.00 foot non-exclusive easement for road purposes located in a portion of the Southeast $\frac{1}{4}$ of Section 35 and a portion of the Southwest $\frac{1}{4}$ of Section 36, Township 17 North, Range 24 East, M.D.M., measuring 10.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 36; thence North $89^{\circ}50'26''$ East along the South line of said Section 36, a distance of 557.67 feet to the East right-of-way line of Alternate Highway 95; thence Northerly along said right-of-way line along a non-tangent curve concave to the East, from whence

the radial bears North 52°28'27" East, having a radius of 5425.00 feet and an arc length of 1973.82 feet; thence along said right-of-way North 16°40'46" West, a distance of 55.00 feet; thence along said right-of-way North 31°29'47" West, a distance of 97.75 feet; thence along said right-of-way North 16°40'46" West, a distance of 402.93 feet to the centerline of an existing road and the TRUE POINT OF BEGINNING; thence along the centerline of said 20.00 foot road easement as follows: North 88°19'31" East, a distance of 29.14 feet; thence South 80°50'44" East, a distance of 51.51 feet; thence Easterly along a tangent curve concave to the North having a radius of 105.00 feet and an arc length of 43.62 feet; thence North 75°21'13" East, a distance of 134.08 feet; thence North 70°10'49" East, a distance of 55.56 feet; thence North 64°42'57" East, a distance of 322.56 feet to the termination of said easement. Said easement deed recorded October 14, 1994, as Document No. 176063, Lyon County, Nevada Official Records.

Parcel 5

Commencing on the North East corner of said Section 29 as shown on the Map of Division into Large Parcels recorded in the Official Records of Lyon Co., NV. as Document No.#170269 and being the point of beginning; South 00°28'14" East 2684.28 feet, South 00°38'02" East 336.38 feet, North 89°40'28" West 2666.07 feet, North 00°13'30" West 1666.26 feet, South 89°56'02" East 1328.90 feet, South 00°20'48" East 266.33 feet, South 81°52'40" East 160.14 feet, South 63°28'06" East 23.11 feet, along a curve to the right, having, length 170.35, radius 342.50, delta 28°29'48", tangent 86.97, along a reverse curve to the left, having, length 55.37, radius 57.50, delta 55°10'27", tangent 30.04, North 88°11'17" East 115.15 feet, along a curve to the left, having, length 47.31, radius 57.50, delta 47°08'25", tangent 25.09, along a reverse curve to the right, having, length 260.66, radius 312.50, delta 47°47'28", tangent 138.45, along a reverse curve to the left, having, length 121.92, radius 87.50, delta 79°49'54", tangent 73.20, North 09°00'26" East 87.75 feet, along a curve to the right, having, length 236.80, radius 1152.50, delta 11°46'20", tangent 118.82, along a compound curve to the right, having, length 154.52, radius 483.23, delta 18°19'15", tangent 77.92, North 00°28'14" West 254.90 feet, South 89°39'12" West 978.06 feet, North 00°20'48" West 876.19 feet, North 89°51'38" East 1326.01 feet, to the point of beginning.

(Note: this metes and bounds description appeared previously in Document No. 283557, recorded on October 1, 2002, Official Records of Lyon County, Nevada.)

Also shown as Parcel B on the Record of Survey Boundary Line Adjustment for J. B. and Carol Robinson, recorded October 1, 2002, as File No. 283555, Official Records of Lyon County, Nevada.

Attachment B

Map of the APE, Ghiglia Ranch (Tract 110) and the Robinson Ranch (Tract 154)

119°20'0"W

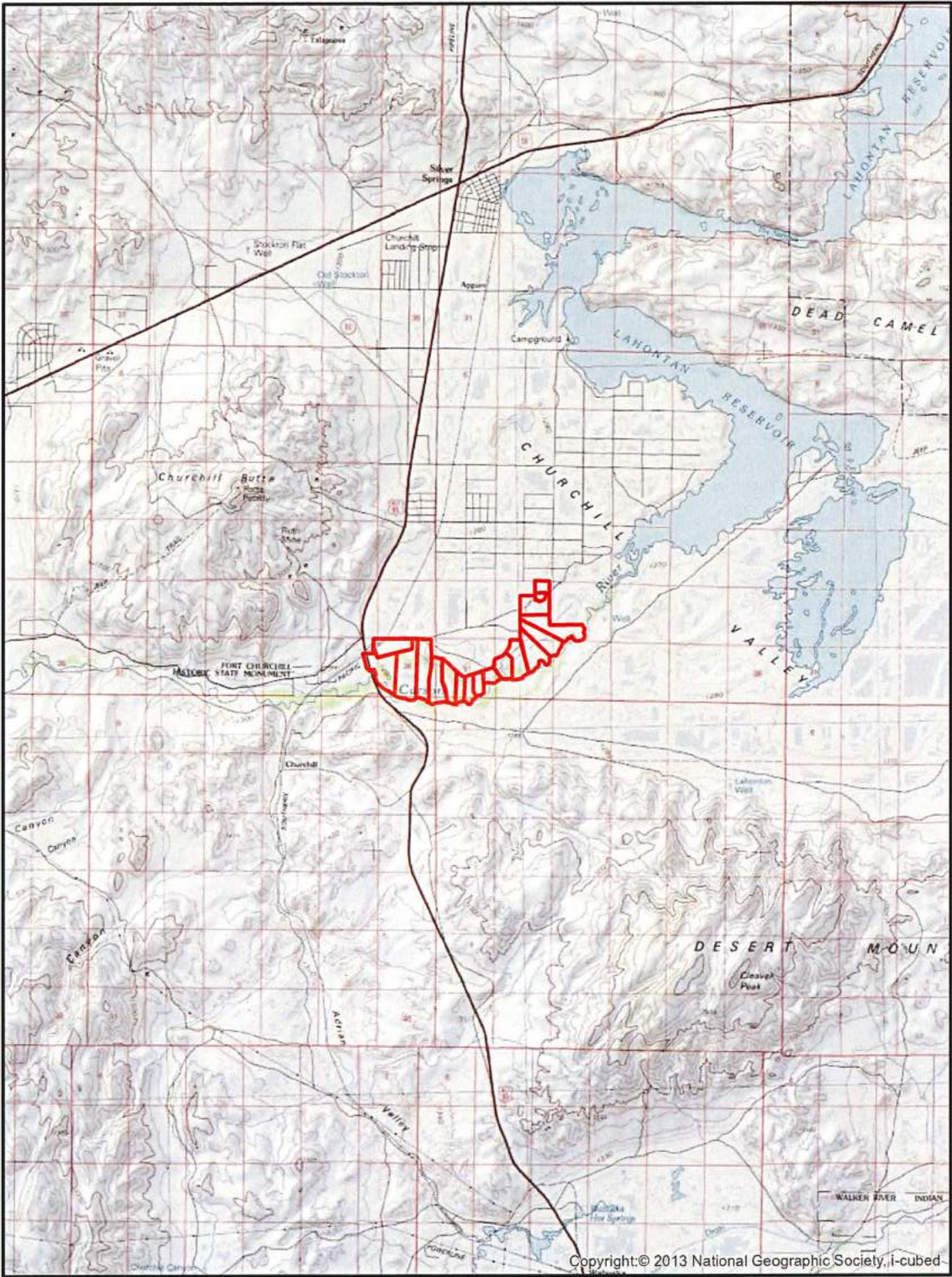
119°10'0"W

39°20'0"N

39°20'0"N

39°10'0"N

39°10'0"N

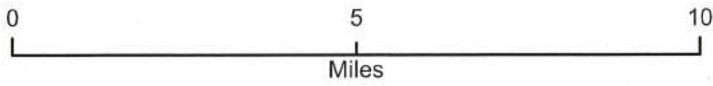


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119°20'0"W

119°10'0"W

Base Map
USDA
NAIP 2013



Attachment C – Cultural Resources

Cultural resources inventories in the APE:

Jones, John W.

2017 U. S. Fish and Wildlife Service Cultural Resource Inventory for Tracts 110 and 154, Lyon County, Nevada. Report on file with FWS, Realty Field Office, Fallon, Nevada. 180 pages. Not an attachment to this MOA

Gray, Dale

2017 U. S. Fish and Wildlife Service 2017 Architectural Resource Survey for Tract 110, Lyon County, Nevada. Report on file with FWS, Realty Field Office, Fallon, Nevada. 144 pages. Not an attachment to this MOA

Cultural Resources identified in the APE:

D-222	26LK2717
D-223	26LK2718
26LK2708	26LK2719
26LK2709	26LK2720
26LK2710	26LK2721
26LK2711	26LK2722
26LK2712	26LK2723
26LK2713	26LK2724
26LK2714	26LK2725
26LK2715	26LK2726
26LK2716	26LK2727

Attachment D

Draft Cultural Resource Management Plan for the Ghiglia and Robinson tracts in the State of Nevada's Fort Churchill State Historic Park, Lyon County, Nevada, 2019.

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

Please consult the appropriate federal agency to obtain this information.