

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BUREAU OF LAND MANAGEMENT,
ELY DISTRICT BRISTLECONE FIELD OFFICE,
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE
ROBINSON SUMMIT SUBSTATION EXPANSION
AND 500 kV INTERCONNECTION PROJECT,
WHITE PINE COUNTY, NEVADA**

WHEREAS, Great Basin Transmission, LLC, commonly known as GBT (Proponent), has applied for a right-of-way (ROW) grant on public lands managed by the Bureau of Land Management (BLM) and has submitted a Plan of Development to construct, operate, maintain, decommission and reclaim a 1.3-mile, single-circuit, 525-kV alternating current transmission line (Interconnection), a 50-acre expansion of the extant Robinson Substation, including a temporary 5.1-acre laydown yard, improve two existing entrance roads, and add two new entrance roads and one additional gate (hereinafter, the “Project”); and

WHEREAS, the BLM has determined that the issuance of a ROW to the Proponent in accordance with the Federal Land Policy and Management Act (FLPMA) 43USC Part 1701, et seq., and authorization of the Project is an undertaking subject to 54 USC Part 306108, commonly known as Section 106 of the National Historic Preservation Act (NHPA), and its implementing regulations at 36 CFR Part 800 (2004); and

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

WHEREAS, the BLM has prepared the *Robinson Summit Substation Expansion & 525kV Interconnection Project Environmental Assessment* (finalized October 2025) to identify Project alternatives for purposes of the National Environmental Policy Act (NEPA), has comparatively examined the effects of the alternatives on known historic properties, and has provided the public opportunities to comment on the Project through the NEPA process consistent with 36 CFR § 800.2(d)(3), including public scoping (May-June 2025), a public meeting held in June 2025, and public scoping presentation materials were uploaded to the BLM National NEPA Register on June 5, 2025. Public materials included information about the NHPA Section 106 process, and BLM considered comments received through the NEPA and the NHPA processes concerning cultural resources in the development of this Agreement. The Finding of No Significant Impact and Decision Record were signed by the Authorized Officer on November 20, 2025; and

WHEREAS, the Proponent has participated in this consultation per 36 CFR § 800.2(c)(4), and BLM has granted a ROW, and the proponent has the responsibility for carrying out the specific terms of this Agreement under the oversight of the BLM and is an Invited Signatory to this Agreement. The Right of Way grant was issued on January 8, 2026.; and

WHEREAS, the BLM has authorized the Proponent to retain a qualified consultant to conduct specific identification efforts for this undertaking including a review of the existing literature and records, cultural resource surveys, ethnographic studies, and geomorphological studies to identify historic properties that might be located within the Area of Potential Effect (APE) as defined at 36 CFR § 800.16(d); and

WHEREAS, the reports entitled *Class III Cultural Resources Inventory for the Robinson Summit Substation Expansion and 525 kV Interconnection Project, White Pine County, Nevada*, BLM Report No. 8111 NV-04-24-2346, prepared by POWER Engineers, November, 2025, and; *Robinson Summit Substation Expansion-500 kV Interconnection Cultural Resources Visual Effects Analysis*, BLM Report No. 8111 NV-04-24-2346b, prepared by Agave Archaeology, November, 2025, present the results of identification and evaluation efforts; and

WHEREAS, the BLM has determined, in consultation with the Nevada State Historic Preservation Office (SHPO), that the archaeological sites designated 26WP7534, 26WP8574, 26WP9300, and 26WP9308, are eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the BLM has identified one archaeological site, designated S4101, which remains unevaluated for the NRHP, and the BLM will manage all unevaluated archaeological sites within the APE as eligible for inclusion in the NRHP under 36 CFR § 60.4 for project management purposes, and through the imposition of monitoring and avoidance measures, the BLM has found that the significant information values retained by these resources would be affected by the undertaking; and

WHEREAS, pursuant to 36 CFR § 800.2(c)(2)(ii) and Executive Order 13175, and BLM Manual 1780, the BLM is responsible for government-to-government consultation with federally recognized Indian tribes and is the lead federal agency for all tribal consultation and coordination; and

WHEREAS, the BLM has formally notified and invited federally recognized tribes including the Confederated Tribes of the Goshute Reservation, Duckwater Shoshone Tribe, Ely Shoshone Tribe, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, Moapa Band of Paiutes, and the Yomba Shoshone Tribe (Tribes) to consult on the undertaking and participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM recognizes its government-to-government obligation to consult with Indian tribes that may attach religious and cultural significance to historic properties that may be affected by the proposed undertaking and will continue to consult with the affected tribes regarding their concerns under Section 106; in addition, the BLM will comply with the American Indian Religious Freedom Act (AIRFA), Native American Graves Protection and Repatriation Act (NAGPRA), and Executive Orders 13007 and 13175;

NOW, THEREFORE, BLM and SHPO agree that the Project shall be implemented in accordance with the following stipulations to order to account for the effects of the Project on historic properties.

DEFINITIONS

The definitions found at 36 CFR § 800.16 and in Attachment C shall apply throughout this Agreement. If there is a conflict between the definitions in the implementing regulations and Attachment C, the regulations shall govern.

STIPULATIONS

BLM shall ensure that the following measures are carried out:

I. ROLES and RESPONSIBILITIES

a. The Proponent will:

- i. Provide a Point of Contact to all Agreement Signatories.
- ii. Bear all expenses associated with the terms outlined in this MOA and attachments, including appropriate monies for tribal monitors during the construction phase of the Undertaking as outlined in the Historic Properties Treatment Plan (HPTP) at Attachment D. At minimum, tribal participants will be invited to be present at historic properties where archaeological monitoring would be required as identified in an HPTP; (b) upon initial surface disturbance in areas not previously disturbed or reclaimed; and (c) during data recovery.
- iii. Ensure that qualified Cultural Resources professionals, permits, and funding are provided as defined in Stipulation I (b)(i)-(ii) below.

b. Professional Qualifications and Standards

- i. Personnel: The Proponent shall ensure that all identification, evaluation, and mitigation work carried out pursuant to this MOA is performed by or under the direct supervision of personnel who meet the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-39) and the professional requirements outlined in BLM's 8150 manual, including maintaining existing permits, or having the capacity to obtain a permit and in accordance with Nevada BLM's permitting requirements.
- ii. Permits: The Proponent shall ensure all activities and documentation on BLM-managed lands shall be conducted under appropriate permits, including: a Department of the Interior Permit for Archaeological Investigations.

c. The BLM will:

- i. The BLM will ensure that the Undertaking takes into consideration the ACHP's May 1999 Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites, Section 106 Guidance, SHPO guidelines, and the 2024 Guidelines for Identifying, Evaluating and Documenting Traditional Cultural Places (Traditional Cultural Places Bulletin), as incorporated by reference

herein and Archaeological and Historic Preservation (48 CFR 44716-44742), and BLM Manuals.

II. AREA OF POTENTIAL EFFECTS

The APE is depicted in Attachment A to this Agreement and the Public Land Survey System (PLSS) description provided in Table 1. The APE, as currently defined, encompasses an area sufficient to accommodate all of the approved Project activities per the National Environmental Policy Act (NEPA) Environmental Assessment Finding of No Significant Impact (FONSI) and the Rights-of-Way Grants as of the date of execution of this Agreement. The APEs includes all areas where potential physical, as well as visual, auditory, and atmospheric (VAA) adverse effects may occur. The physical APE includes the area of all ground disturbing activities authorized in the FONSI. The VAA APE was developed by buffering the Robinson Summit Substation expanded footprint and associated disturbance activities by 3-miles in all directions. The 1.3-mile 500 kV Interconnection was buffered 3.5-miles in all directions. A viewshed analysis was then applied to the expanded area to account for structure height (Table 2), a 6-foot observed height, and topography. As the Project APE encompasses a variety of landscapes and geographical features, the VAA APE is reduced where topography and elevation affect the visibility of the Project (see Attachment A). If it is determined in the future that the undertaking may directly or indirectly affect historic properties located outside the defined APE, then the BLM, in consultation with SHPO and pursuant to 36 CFR § 800.4(a)(1), shall determine and document modifications to the APE using the following process:

Table 1: PLSS Location for APEs

Physical APE – Acres: 74.9		
Located within <i>Waldy Pond</i> USGS 7.5 Minute Quadrangle		
Township	Range	Section(s)
T17N	R60E	12
T17N	R61E	7
VAA APE – Acres: 20, 367.9		
Located within <i>Waldy Pond</i> , <i>Marking Corral Summit</i> , and <i>Robinson Summit</i> USGS 7.5 Minute Quadrangles		
Township	Range	Section(s)
T17N	R60E	1-4, 9-12, 13-16, 21-24, and 25-27
T17N	R61E	4-6, 7-9, 15-22, and 28-30
T18E	R60E	25, 27, and 33-36
T18N	R61E	19, 20, and 28-33

Table 2: Structure Heights

Structure ID	Height (ft)
283/3	105.0
283/4	112.0
284/1	127.0
284/2	162.0
284/3	120.0
284/4	125.0
Robinson Summit Substation	125.0

- a. Consulting Parties to this Agreement may propose that the APE established herein be modified. If the Signatories and Invited Signatory decide that such modification is warranted, the BLM shall modify the APE as agreed. Modifications of the APE (Attachment A) made as a result of continuing consultation among the Consulting Parties do not require the Agreement to be amended.
- b. If the Signatories and Invited Signatory agree to the proposal, then the BLM will prepare a description and a map of the modification to which the Signatories and Invited Signatory agree. The BLM will keep copies of the description and the map on file for its administrative record and distribute copies of each to the other Consulting Parties within 30 calendar days of the day upon which agreement was reached.
- c. Where modification to the APE adds a new geographic area, the BLM shall take the steps necessary to identify, evaluate and take into account the effects of the undertaking on historic properties in the new geographic area in accordance with this Agreement.
- d. If the Signatories and Invited Signatory cannot agree to a proposal for the modification of the APE, then they will resolve the dispute in accordance with Stipulation XII of this Agreement.

III. AVOIDANCE, PROTECTION, AND MITIGATION MEASURES

Where known archaeological sites can be avoided, the BLM will implement the management or protective measures identified in Table 1 of Attachment B and the following:

- a. Avoidance and Protection Measures
 - i. Archaeological sites that can be protected from direct impacts, but are within 30 meters, including buffer areas, of proposed construction activities will be identified and labeled as Environmentally Sensitive Areas (ESAs). This includes archaeological sites determined eligible for inclusion in the NRHP and sites that have not been formally evaluated but are being treated as eligible and avoided for project management purposes.
 - ii. The ESAs will be designated by marking the boundaries of sites with appropriate buffer zones using temporary fencing or other easily recognizable boundary defining materials. ESAs will have a minimum buffer of 30 meters beyond the outer limits of the site extent, as demonstrated by surface and/or subsurface indications. Should a larger or smaller ESA buffer be necessary for an individual site, the Proponent and the BLM will consult to determine the appropriate buffer size.
 - 1. These areas will be shown on the engineering plans for the undertaking as off-limits to construction activities.
 - 2. Once established, an ESA will define areas where construction activities cannot occur, in order to prevent effects to historic properties within the designated ESA.

- iii. ESAs will be identified and established prior to initiation of ground disturbing activities in the vicinity of the site and will be maintained and monitored for the duration of the work effort in the ESA vicinity.
 - iv. Violations of permits, stipulations or other requirements will be investigated by the BLM and subject to requirements and/or penalties under the Act for the Preservation of American Antiquities of 1906 (Antiquities Act), Archaeological Resources Protection Act of 1979 (ARPA), Federal Land Policy and Management Act of 1976, the rights-of-way regulations at 43 CFR § 2805.12 and/or other relevant laws and regulations.
- b. Mitigation of Adverse Effects
 - i. The BLM shall ensure that the adverse direct effects of the undertaking on archaeological sites 26WP7534, 26WP8574, 26WP9300, 26WP9308, and S4101 will be resolved through extensive and detailed mapping of all features at each site. Due to the Criterion D values of these archaeological sites, as defined in 36 CFR § 60.4, this additional documentation will preserve the scientific and informational values present at each site.
- c. Within 45 calendar days of the issuance of the Notice to Proceed for this undertaking, the Proponent will identify to the BLM the consultant(s) who, under contract to the Proponent, will be responsible for developing and completing the mitigation products described in items III(b)(i) – (iv) above.
 - i. Prior to carrying out any activities related to any mitigation measure, the consultant(s) shall meet with the BLM and the Proponent to discuss the goals of the Project and work plan requirements, including lines of communication, deliverables, schedules, and any terms and conditions.
 - ii. Within 45 calendar days of meeting with the BLM and the Proponent, and prior to initiation of any work, the consultant(s) will provide the BLM with draft work plans for completing work required in the mitigation measures.
 - 1. Each work plan shall document lines of communication, key personnel, and provide appropriate natural and cultural context to support the research design and methods proposed for completion of the mitigation measure. The work plans shall also include a schedule of milestones and timeline for completion of the work.
 - 2. The BLM will provide copies of the draft work plans to the Consulting Parties in accordance with the communication and reporting procedures in Section VII of the Agreement.
 - iii. Upon approval of each work plan by the BLM, the BLM will authorize the Proponent and the consultant(s) to initiate work on the mitigation measure.
- d. General Mitigation Stipulations

- i. Any products or studies described in the mitigation measures required by this Agreement will be developed in a manner to allow other proposed undertakings that may occur in the region to augment or expand the scope of the products or studies, provided that such augmentation or expansion proposed by other undertakings are the result of consultation under Section 106 or is an appropriate mitigation measure developed through the NEPA, cost sharing is provided as appropriate and developed in consultation with the Proponent and the BLM, and that no additional burden (e.g., cost or schedule) be placed on the Proponent.
- ii. Should the undertaking be approved by the BLM, mitigation measures will be initiated after the ROW is granted and prior to the issuance of a Notice to Proceed for construction in those portions of the undertaking addressed by the subject mitigation measures. Mitigation measure III (b)(ii) must be completed prior to the issuance of a Notice to Proceed in that portion of the undertaking.
- iii. Within 30 calendar days after the BLM has determined that all work required by a work plan has been completed, the BLM shall notify and submit a summary report to the Consulting Parties. Within twelve (12) months after BLM has determined that all work required by a work plan has been completed, or pursuant to an alternative schedule required by any work plan implementing the terms of this Agreement, the Proponent will submit a written draft technical report to the BLM that documents the results of implementing the work plan. The BLM will provide draft technical reports for each work plan to the Consulting Parties for review as provided in Stipulation VII (a).
- iv. Copies of the final cultural reports documenting the results of implementing each work plan will be distributed by BLM to the Consulting Parties and to SHPO.

IV. MONITORING

a. Archaeological Monitoring

- i. The Proponent, in consultation with the other Consulting Parties to this Agreement, may develop a comprehensive archaeological monitoring plan that will be in effect during construction of the Project. A comprehensive archaeological monitoring and post-review discovery plan that has been approved by the BLM shall take precedence over those stipulations regarding monitoring provided below. A draft comprehensive archaeological monitoring plan may be incorporated into the plan for post-review discoveries and unanticipated effects and attached as Attachment E to this Agreement. In the absence of a comprehensive archaeological monitoring and post-review discovery plan, Paragraphs (1) through (4) of Stipulation IV shall apply.
 - 1. The Proponent shall ensure that archaeological monitors will be present and on site during all phases of construction to directly observe grading, trenching or other ground disturbing activities for any facilities, roads, or other Project components related to the undertaking near ESAs and in other areas designated

for full-time monitoring, as detailed in Stipulation III, Attachment D, and/or Attachment E.

2. The Proponent shall ensure that archaeological monitors will meet the standards specified in Stipulation I (b), will be approved and permitted by the BLM, will be familiar with the types of historic and prehistoric archaeological resources that are likely to occur in the APE, and will be directly supervised by a principal archaeologist (PA).
3. The Proponent shall ensure that the PA will submit bi-weekly documentation of archaeological monitoring activities to the BLM by email. Documentation will include the location of archaeological monitoring activities for the reporting time period, as well as a description of any archaeological resources identified, and any actions taken. The PA will prepare a monthly field monitoring verification report with the compiled monitoring observations, results, and actions taken for submission and approval to the BLM. The BLM will provide copies of bi-weekly and monthly archaeological monitoring reports to the Consulting Parties, unless otherwise directed by a Consulting Party.
4. Upon completion of all archaeological monitoring tasks and requirements related to Project construction and implemented pursuant to this Agreement, the Proponent shall ensure that the PA will submit within three months of completion of Project construction a final monitoring report to the BLM for review and approval. The final monitoring report will describe the monitoring program and its findings and results, and present a detailed professional description, analysis, and evaluation of any cultural resources that were encountered and evaluated during construction. The BLM will provide a copy of the monitoring report to the Consulting Parties.

ii. Long Term Management Plan for Sites within the APE

1. The Proponent, in consultation with the other Consulting Parties to this Agreement, will establish and fund a Long Term Management Plan (LTMP) for the post-construction archaeological monitoring, and condition assessment of sites in the APE of the selected alternative which could be affected by on-going operation and maintenance activities. The Proponent shall submit a draft LTMP to the BLM within nine (9) months from the date of the issuance of the Notice to Proceed for the undertaking. The BLM will submit the LTMP to the Consulting Parties for review following the provisions of Stipulation VIII (a). The LTMP will be included as Attachment H to this Agreement, upon BLM approval.

V. POST-REVIEW DISCOVERIES AND UNANTICIPATED EFFECTS

- a. The Proponent, in consultation with the other Consulting Parties to this Agreement, shall develop a comprehensive plan to manage post-review discoveries and unanticipated effects which shall be attached as Attachment E to this Agreement.

- b. If human remains and/or associated funerary objects compose all or part of the discovery, then the BLM shall follow the process described in Stipulation VII.
- c. The BLM, at its discretion, and in consultation with SHPO, may assume eligibility of the discovered archaeological property pursuant to 36 CFR 800.13, *Post-review discoveries*, and notify all Consulting Parties to the Agreement within 48 hours of the discovery. The adverse effects to the historic property will be resolved through implementation of the Archaeological Monitoring and Post Review Discovery Plan included as Attachment E to this Agreement. A report of the completed actions will be provided to all Consulting Parties.
 - i. 36 CFR 800.13(c) of the National Historic Preservation Act states, “The agency official, in consultation with the SHPO/THPO, may assume a newly-discovered property to be eligible for the National Register for purposes of section 106. The agency official shall specify the National Register criteria used to assume the property's eligibility so that information can be used in the resolution of adverse effects.”

VI. CURATION

- a. The BLM will ensure that all curation and other disposition of cultural materials and associated records not subject to the provisions of NAGPRA resulting from implementation of this MOA on federal land is completed in accordance with 36 CFR § 79.
- b. Documentation of the curation of these materials will be provided to the BLM and the appropriate SHPOs within 30 days of acceptance of the final cultural resource report for the Undertaking. Cultural materials not subject to the provisions of NAGPRA found on BLM lands will remain federal property when curated. Curation will be undertaken in a manner consistent with and respectful of cultural sensitivities. Materials found on federal land in Nevada will be curated at the Nevada State Museum (NSM) through a valid Curation Agreement with the NSM.
- c. Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony recovered from federal lands shall be subject to the provisions of NAGPRA and shall be treated in accordance with a protocol developed between the BLM and consulting tribes and memorialized in the approved NAGPRA POA for the Undertaking. This plan shall be consistent with 43 CFR § 10.3-10.7, the regulations implementing NAGPRA. The Final NAGPRA POA will be included in this Agreement as Attachment G.

VII. TREATMENT OF HUMAN REMAINS OF NATIVE AMERICAN ORIGIN

- a. The BLM shall ensure that any Native American human remains, funerary objects, sacred objects, and/or objects of cultural patrimony discovered on BLM administered lands during implementation of the terms of the Agreement will be treated in accordance with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA) (Pub. L. 101-601) and 43 CFR Part 10.

In consultation with the Tribes, the BLM developed a written plan of action pursuant to 43 CFR § 10.5(e) to manage unanticipated discoveries or intentional excavation of human remains, funerary objects, sacred objects, or objects of cultural patrimony. The written plan of action was signed by the BLM Ely District Manager and executed in March 2026. The finalized plan of action shall be included as Attachment D to this Agreement.

VIII. COMMUNICATION AND REPORTING

- a. The BLM shall submit all documents referenced in the Agreement, including appendices, work plans, and final reports, to the Consulting Parties in complete but draft form for review via certified mail, email, or via the current primary submittal process of the respective Consulting Parties. Consulting Parties will be afforded 30 calendar days following receipt of a draft document to submit written comments to BLM unless otherwise mutually agreed to by the Consulting Parties. The BLM will provide Consulting Parties with written documentation indicating whether and how the document will be modified in response to comments. Unless Consulting Parties object to the revisions in writing to the BLM within 30 calendar days following receipt of the revised document, BLM may finalize the document.
 - i. If a Consulting Party objects to the revisions during the comment period, the BLM will consult with the objecting party for no more than 30 calendar days to resolve the objection. If the objection is resolved, the BLM will notify Consulting Parties of the resolution and may revise and finalize the document. If the objection cannot be resolved, the BLM shall follow the procedures in Stipulation XII(c).
 - ii. The BLM will provide a copy of the final document to the Consulting Parties via certified mail and/or email.
- b. The BLM shall prepare a letter report on an annual schedule summarizing the fulfillment of the stipulations contained within this Agreement. The report will be submitted to all Consulting Parties to this Agreement via certified mail and/or email, the first report shall be sent by 365 calendar days after the execution of this agreement, for the initial reporting period and every year thereafter for the duration of this Agreement.
 - i. The implementation and operation of this Agreement shall be evaluated on an annual basis by the parties. This evaluation, to be conducted after the receipt of the BLM letter report, may include in-person meetings or conference calls among these parties, and may provide suggestions for modifications or amendments.
 - ii. During the construction phase of the undertaking, the Consulting Parties will meet annually between August and October to discuss the fulfillment of the stipulations contained within this Agreement.

IX. ADMINISTRATIVE STANDARDS

- a. **PROFESSIONAL QUALIFICATION STANDARDS.** All actions prescribed by this Agreement that involve the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of historic properties and that involve the reporting and documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (PQS), as appropriate (48 FR 44738-44739, September 29, 1983). However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is directly supervised by someone who meets the PQS.
- b. **DOCUMENTATION STANDARDS.** Reporting on and documenting the actions cited in this Agreement shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716-40, September 29, 1983), as well as, the BLM 8100 Manual: Recommended Contents and Format (Guidelines and Standards for Archaeological Inventory, Sixth Edition, 2019) for the Preparation and Review of Archaeological Reports, and any specific and applicable county or local requirements or report formats.
- c. **CURATION STANDARDS.** On BLM-administered land, all records and materials resulting from the actions required by this Agreement shall be curated in accordance with 36 CFR Part 79, and the provisions of the NAGPRA regulations, as amended, 43 CFR Part 10, as applicable.

X. IMPLEMENTATION OF THE UNDERTAKING

- a. The BLM may authorize construction activities, including but not limited to those listed below, to proceed in specific geographic areas where there are no historic properties; where there will be no adverse effect to historic properties; where an archaeological monitoring and post-review discovery process or plan is in place per Stipulation IV and V, or in areas where a mitigation plan has been approved and initiated, and field work completed. Such construction activities may include:
 - i. Demarcation, set up, and use of staging areas for construction of the undertaking;
 - ii. Conduct of geotechnical boring investigations or other geophysical and engineering activities;
 - iii. Grading and construction of ancillary and support facilities;
 - iv. Construction of transmission lines.
- b. Initiation of any construction activities on federal lands shall not occur until the resolution of adverse effects to Historic Properties via the HPTP (Attachment D) is completed and after the BLM issues the Notice(s) to Proceed.

XI. AMENDMENTS TO THE AGREEMENT

This Agreement may be amended only upon written agreement of the Signatories and Invited Signatory.

- a. Upon receipt of a request to amend this Agreement, the BLM will immediately notify the other Consulting Parties and initiate a 30-day period to consult on the proposed amendment, whereupon all Consulting Parties shall consult to consider such amendments.
- b. If agreement to a proposed amendment cannot be reached within the 30-day period, resolution of the issue may proceed by following the dispute resolution process set forth in Stipulation XII.
- c. Amendments to this Agreement shall take effect on the dates that they are fully executed by the Signatories and Invited Signatories.
- d. Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the Consulting Parties do not require the Agreement to be amended.
- e. The terms of this Agreement are a condition of any ROD and the ROW grant that the BLM may issue and are binding on the Proponent. For purposes of this Agreement, changes in the corporate name of the Proponent or reassignment of the ROW to a subsidiary company or other entity may be authorized by the BLM and does not require the Agreement to be amended.

XII. DISPUTE RESOLUTION

- a. Should the Signatories or Invited Signatory object at any time to the manner in which the terms of this Agreement are implemented, the BLM will immediately notify the other Signatories and Invited Signatory and consult for no more than 30 calendar days to resolve the objection.
- b. If the objection can be resolved within the consultation period, the BLM may authorize the disputed action to proceed in accordance with the terms of such resolution.
- c. If the objection cannot be resolved through such consultation within the consultation period, the BLM will forward all documentation relevant to the objection to the ACHP with copies to the Consulting Parties to the Agreement. Any comments provided by the ACHP within 30 calendar days after its receipt of all relevant documentation will be taken into account by the BLM in reaching a final decision regarding the objection. Within 14 calendar days the BLM will render its final decision and notify the Consulting Parties in writing.
- d. The BLM's responsibility to carry out all other actions under this Agreement that are not the subject of the objection will remain unchanged.

- e. At any time during implementation of the terms of this Agreement, should an objection pertaining to the Agreement be raised by a Concurring Party or a member of the interested public, the BLM shall immediately notify the Consulting Parties, consult with the SHPO about the objection, and take the objection into account. The other Consulting Parties may comment on the objection to BLM. The BLM shall consult with the objecting party for no more than 30 calendar days. Within 14 calendar days following closure of consultation, the BLM will render a final decision regarding the objection and proceed accordingly after notifying all parties of its decision in writing. In reaching its final decision, the BLM will take into account all comments from the parties regarding the objection.

XIII. TERMINATION

- a. If any Signatory or Invited Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories, Invited Signatory, and Consulting Parties to amend this Agreement in accordance with Stipulation XI above. If resolution regarding an amendment has not been reached within sixty (60) calendar days, a Signatory or Invited Signatory may terminate the Agreement upon 10 calendar days' written notification to the other Signatories and Invited Signatory. Following written notification, the terminating Signatory or Invited Signatory will inform the Concurring Parties.
- b. If the Agreement is terminated, and prior to work continuing on the undertaking, the BLM shall either (a) execute a new Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The BLM shall notify the other Signatories and Invited Signatory to the Agreement as to the course of action that it will pursue.

XIV. DURATION

- a. This MOA will expire when the terms are completed or ten (10) years from the date of its execution, whichever comes first. The BLM will consult with all Consulting Parties prior to expiration in order to re-examine the terms of the MOA, determine if those terms remain acceptable, and renew the MOA for another period of time not to exceed ten (10) years.
- b. If adverse effects on any historic property remain unmitigated at the time of expiration, and Undertaking work is planned that would adversely affect any historic properties, BLM shall either (a) execute a new MOA pursuant to Part 800, Subpart B, 36 CFR § 800.6(c), or (b) request, take into account, and respond to the comments of ACHP under Part 800, Subpart B, 36 CFR § 800.7(c). Prior to such time, BLM may consult with the Consulting Parties to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below. The BLM shall notify the Consulting Parties as to the course of action it will pursue.

XV. TRANSFER

- a. If any real or personal property related to the Undertaking is sold or otherwise transferred to another operator or entity, or if there is a change in ownership, corporate, or partnership status of the Proponent, all provisions of this MOA will still remain in effect, unless the MOA is amended or terminated following the stipulated processes. BLM shall notify the Nevada SHPO of any sale or transfer within sixty (60) days of the event.

XVI. EFFECTIVE DATE

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

LIST OF ATTACHMENTS

Attachment A.....Project & Areas of Potential Effects Maps (Figure 1)
Attachment B.....Historic Properties Adversely Affected (Table 1)
Attachment C.....Definition of Terms
Common Acronyms
Attachment D.....Historic Properties Treatment Plan
Attachment E.....Cultural Resource Monitoring and Post-Review Discovery Plan
Attachment F.....Cultural Resource Site Forms
Attachment G.....NAGPRA Plan of Action

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE BUREAU OF LAND MANAGEMENT,
ELY DISTRICT BRISTLECONE FIELD OFFICE,
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE
ROBINSON SUMMIT SUBSTATION EXPANSION
AND 500 kV INTERCONNECTION PROJECT,
WHITE PINE COUNTY, NEVADA**

SIGNATORIES:

Bureau of Land Management, Ely District Office

**MELANIE
PETERSON** Digitally signed by
MELANIE PETERSON
Date: 2026.09.30
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Melanie Peterson
Field Manager, Bristlecone Field Office

Date

State Historic Preservation Office

**Arthur
Krupicz** Digitally signed by Arthur
Krupicz
Date: 2026.09.29
15:20:41 -07'00'

Arthur Krupicz
Nevada State Historic Preservation Officer

Date

INVITED SIGNATORIES:

Great Basin Transmission, LLC

Bernard Rowe	Date
Chief Executive Officer	

CONCURRING PARTIES:

Confederated Tribes of the Goshute Reservation

Amos Murphy	Date
Chairman, Confederated Tribes of the Goshute Reservation	

Duckwater Shoshone Tribe

Warren Graham	Date
Chairman, Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada	

Ely Shoshone Tribe

Alvin Marques	Date
Chairman, Ely Shoshone Tribe of Nevada	

Shoshone-Paiute Tribes of the Duck Valley Indian Reservation

Brian Mason	Date
Chairman, Shoshone-Paiute Tribes of the Duck Valley Indian Reservation	

Moapa Band of Paiutes

Ivan Reel	Date
Chairman, Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada	

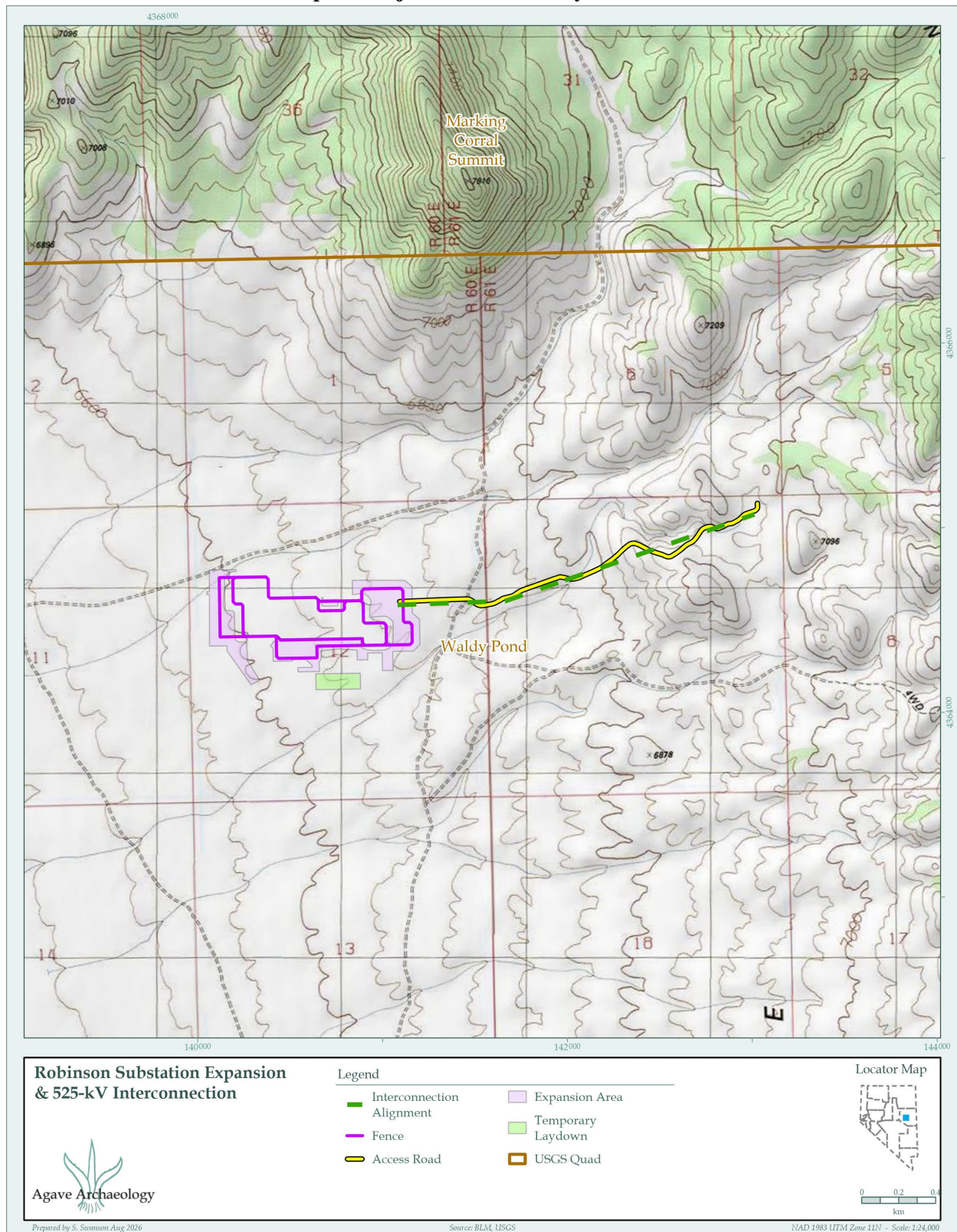
Yomba Shoshone Tribe

Chairperson	Date
Yomba Shoshone Tribe of the Yomba Reservation, Nevada	

**ATTACHMENT A: ROBINSON SUMMIT SUBSTATION EXPANSION
AND 500 kV INTERCONNECTION PROJECT &
AREAS OF POTENTIAL EFFECTS MAPS
(FIGURE 1)**

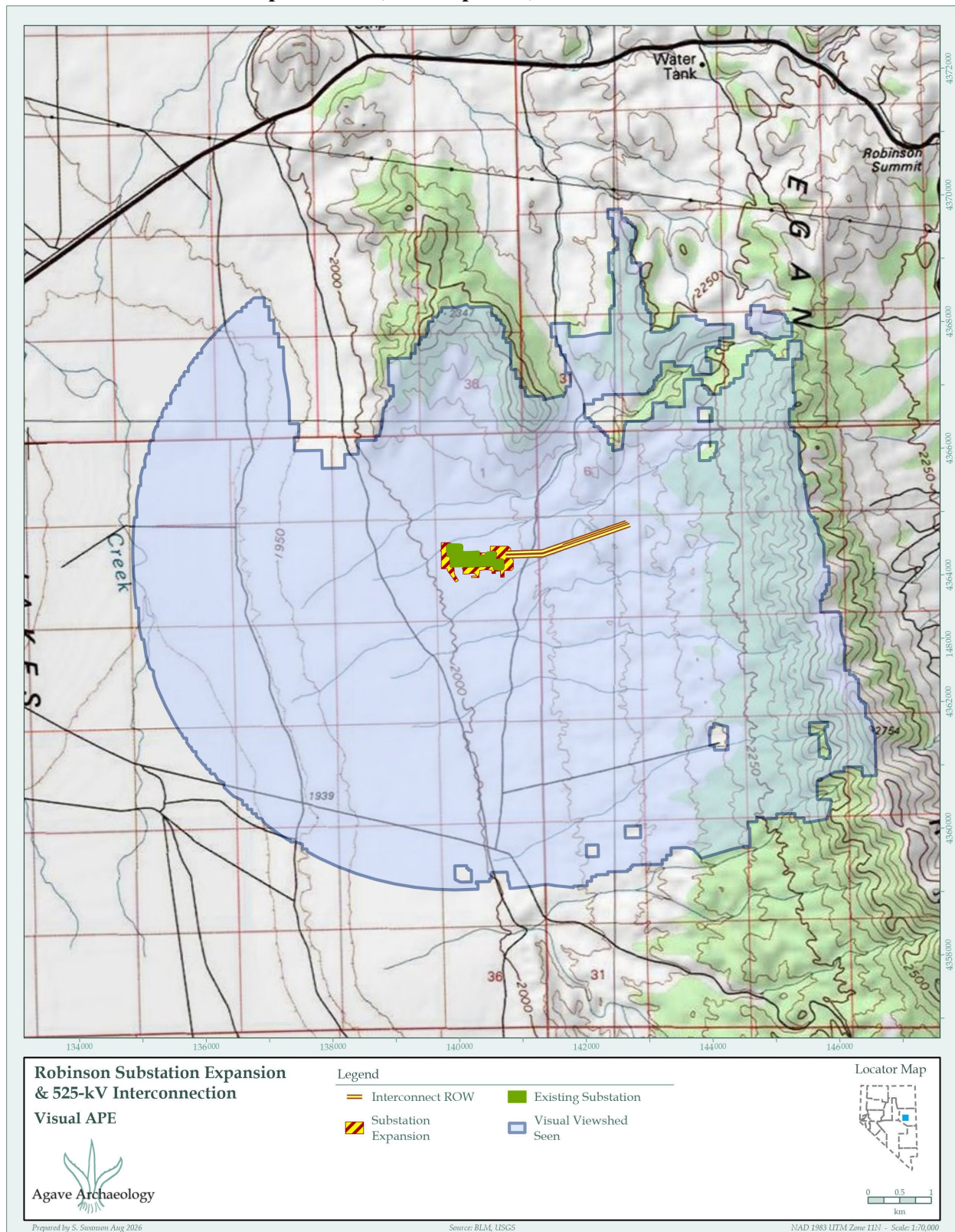
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Map of Project Area and Physical APE



Map Reference USGS 7.5 Minute Quadrangles: Marking Corral Summit (top-left), Robinson Summit (top-right), Waldy Pond (bottom-left), Rieptown (bottom-right)

Map of Visual, Atmospheric, and Acoustic APE



Map Reference USGS 7.5 Minute Quadrangles: Marking Corral Summit (top-left), Robinson Summit (top-right), Waldy Pond (bottom-left), Rieptown (bottom-right)

ATTACHMENT B: HISTORIC PROPERTIES ADVERSELY AFFECTED

Site Number	Age	Description	NRHP Eligibility Criteria	APE	
				Physical	Visual
WP7534	Pre/protohistoric	Large-scale game trap	A, C, D		X
WP8574	Historic	Livestock corral and camp	A, D		X
WP9300	Historic	Large-scale game trap	A, C, D	X	X
WP9308	Multicomponent (Prehistoric component eligible)	Precontact camp near large-scale game trap	A, D		X
S4101	Historic	Jake's Wash Road	Unevaluated		X

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ATTACHMENT C

Definition of Terms

Adverse Effects: An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the NRHP in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the NRHP. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative. Determination of effect to historic properties is guided by criteria in the regulations of the Advisory Council, 36 CFR Part 800.

Agreement: Agreement refers to this Memorandum of Agreement which has been developed to resolve adverse effects to historic properties from the Robinson Summit Substation Expansion and 500 kV Interconnection Project, White Pine County, Nevada.

Area of Potential Effects: The Area of Potential Effects (APE) is defined as the total geographic area or areas within which a project may directly or indirectly cause alterations in the character or use of historic properties per 36 CFR § 800.16(d). The APE is influenced by the scale and nature of an undertaking and includes those areas which could be affected by a project prior to, during and after construction.

Class III – Intensive Field Survey: A professionally conducted, systematic pedestrian survey of an entire target area, intended to locate and record all historic properties.

Concurring Parties: Collectively refers to consulting parties with a demonstrated interest in the Undertaking, who agree, through their signature, with the terms of this Agreement. Signing of this Agreement by a Concurring Party indicates participation in the Section 106 consultations and acknowledgment that their party's views were taken into consideration, but does not indicate approval of the outcome of the consultation. Concurring Parties may propose amendments to this Agreement.

Consulting Parties: Collectively refers to the Signatories, Invited Signatory, and Concurring Parties, and shall include Tribes or Tribal Organizations regardless of their decision to sign this Agreement.

Cultural Resource: A cultural resource is an object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or culture groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the National Register of Historic Places (NRHP).

Day: Day under this Agreement refers to calendar day.

Determination of Eligibility: A determination of eligibility is a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register. A determination of eligibility does not make the property eligible for such benefits as grants, loans, or tax incentives that have listing on the National Register as a prerequisite [36 CFR § 60.3(c)].

Evaluation: The application of the National Register eligibility criteria, 36 CFR § 60.4.

Historic Properties: Cultural resources that are included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36 CFR § 60.4 and may include any prehistoric or historic district, site, building, structure, traditional cultural property or object. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization that meet the NRHP criteria. The term “eligible for inclusion in the NRHP” refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria.

Historic Properties Treatment Plan: A plan for resolving adverse effects to historic properties by the Undertaking. The HPTP includes specific measures for resolving all identified adverse effects to historic properties, including physical, visual, auditory, and atmospheric effects as well as indirect and cumulative effects.

Identification: The general term for the component of BLM's cultural resource management program that includes locating, recording, and determining the legal, scientific, public, and conservation values of cultural resources, i.e., giving cultural resources a management identity.

Inventory: a term used to refer to both a record of cultural resources known to occur within a defined geographic area, and the methods used in developing the record. Depending on intended applications for the data, inventories may be based on (a) compilation and synthesis of previously recorded cultural resource data from archival, library, and other indirect sources; (b) systematic examinations of the land surface and natural exposures of the subsurface (survey) for indications of past human activity as represented by artificial modifications of the land and/or the presence of artifacts; and (c) the use of interviews and related means of locating and describing previously unrecorded or incompletely documented cultural resources, including those that may not be identifiable through physical examination.

Invited Signatories: Invited Signatories are parties that have specific responsibilities as defined in this Agreement. Those Invited Signatories who sign this Agreement have the same rights with regard to seeking amendment or termination of this Agreement as the Signatory Parties, but whose signatures are not required for execution of the Agreement.

Keeper of the National Register of Historic Places: The Keeper is the individual who has been delegated the authority by NPS to list properties and determine their eligibility for the National Register. The Keeper may further delegate this authority as he or she deems appropriate.

Lands Administered by the U.S. Department of Interior, Bureau of Land Management (BLM): Any federal lands under the administrative authority of the BLM.

Memorandum of Agreement (MOA): The document that records the terms and conditions agreed upon to resolve the adverse effects of this undertaking upon historic properties.

Mitigation measures: Measures intended to lessen the severity of a potential adverse effect by application of appropriate protection measures, such as the recovery of archaeological data from sites, or other means.

National Register: The National Register of Historic Places, expanded and maintained by the Secretary of the Interior, as authorized by section 2(b) of the Historic Sites Act and section 101(a)(1)(A) of the National Historic Preservation Act. The National Register lists cultural properties found to qualify for inclusion because of their local, State, or national significance. Eligibility criteria and nomination procedures are found in 36 CFR § 60. The Secretary's administrative responsibility for the National Register is delegated to the National Park Service.

Notice to Proceed: A Notice to Proceed is a formal, written authorization issued by the BLM to an entity that authorizes construction activities to proceed on public lands within specifically identified rights-of-ways and consistent with all terms and conditions pursuant to such rights-of-way.

Plan of Action (POA): A document that identifies a process for treating Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony (NAGPRA items) recovered from federal lands. The POA is developed in consultation with Indian tribes and includes provisions for the culturally appropriate treatment of such items, consistent with 43 CFR § 10.

Proponent: Entity receiving a Right-of-Way Grant and subsequent Notices to Proceed for use of public lands. The Proponent has a financial responsibility to carry out the terms of this Agreement and is included as an Invited Signatory. In this case, LS Power (doing business as Great Basin Transmission, LLC (GBT)) has received a right-of-way and notice(s) to proceed to construct, operate, maintain, decommission, and reclaim a transmission line project across BLM administered public lands.

Sacred Objects: Specific ceremonial items determined through consultation with local Native American tribes to have been devoted to a traditional ceremony or ritual of the local tribes, and have religious significance or function in the continued observance or renewal of such ceremony or ritual. Pursuant to 43 CFR § 10, “while many items, from ancient pottery to arrowheads, might be imbued with sacredness in the eyes of an individual, these regulations are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.”

Signatories: Parties that have the sole authority to execute, amend, or terminate this Agreement. Signatories to this Agreement are the BLM, SHPO, and ACHP.

Site: A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure [36 CFR § 60.3(l)].

Traditional Cultural Place (TCP): A traditional cultural place is defined generally as a property that is important to a living group or community because of its association with cultural practices or beliefs that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. It is a location that may figure in important community traditions. These places may or may not contain features, artifacts, or physical evidence, and are usually identified through consultation with the respective community. A traditional cultural place may be eligible for inclusion in the NRHP.

Tribes: The federally recognized Indian tribes that the BLM is consulting with on this undertaking.

Unassociated Funerary Objects: Items, as part of the death rite or ceremony of a cultural group are reasonably believed to have been originally placed intentionally at the time of death or later with or near individual human remains, but were displaced thereafter. NAGPRA focuses on museum collections and not on items found in the field, but for the purposes of this project, they are defined as objects that have been moved away from their original context by some form of postdepositional disturbance (e.g. ancient and ongoing rodent activity, natural erosion, modern construction activity, looting). They can sometimes be difficult to identify but are typically found near known burials and would consist of artifacts commonly found in graves, but rarely found in deposits lacking graves.

Undertaking: Collectively refers to all projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of the BLM, including those carried out by or on behalf of a federal agency; those carried out by federal financial assistance; and those requiring a federal permit, license, or approval.

Common Acronyms

ACHP	Advisory Council on Historic Preservation
AIRFA	American Indian Religious Freedom Act
APE	Area of Potential Effects
BLM	Bureau of Land Management
CFR	Code of Federal Regulations
EA	Environmental Analysis
FONSI	Finding of No Significant Impact
FR	Federal Register
HPTP	Historic Properties Treatment Plan
MOA	Memorandum of Agreement
NAGPRA	Native American Graves Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP	National Register of Historic Places
NSM	Nevada State Museum
NTP	Notice to Proceed
POA	Plan of Action
ROW	Right-of-way
SHPO	State Historic Preservation Officer

TCP	Traditional Cultural Place
USC	United State Code

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ATTACHMENT D: HISTORIC PROPERTIES TREATMENT PLAN

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**ATTACHMENT E: CULTURAL RESOURCE MONITORING AND POST-REVIEW
DISCOVERY PLAN**

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ATTACHMENT F: CULTURAL RESOURCE SITE FORMS

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**ATTACHMENT G: NATIVE AMERICAN GRAVES PROTECTION AND
REPATRIATION ACT PLAN OF ACTION**

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ATTACHMENT H: Long Term Management Plan

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