PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION,
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT
PLANNING AND CONSTRUCTION PHASES

1. **Whereas**, Section 1222(b) of the Energy Policy Act of 2005 authorizes the U.S. Department of Energy (DOE), acting through and in consultation with the Southwestern Power Administration (Southwestern or SWPA; collectively, DOE), to participate with other entities in designing, developing, constructing, operating, maintaining, or owning new electric power transmission facilities and related facilities located within any state in which Southwestern operates (specifically, Oklahoma, Arkansas and Texas), herein referred to as "participation," and DOE accordingly issued a Request for Proposals (RFP) for New or Upgraded Transmission Line Projects in June 2010;

2. **Whereas**, Clean Line Energy Partners LLC of Houston, Texas, the parent company of Plains and Eastern Clean Line LLC and Plains and Eastern Clean Line Oklahoma LLC (collectively, Clean Line), submitted an application in July 2010 in reference to its Plains & Eastern Clean Line Transmission Project (Project), requesting that DOE participate in the Oklahoma and Arkansas segments of the Project;

3. **Whereas,** DOE concluded that Clean Line's modified proposal dated August 17, 2011, for the proposed Project was responsive to the RFP;

4. **Whereas**, prior to making a determination whether to participate in the proposed Project, DOE must fully evaluate the proposed Project, in consultation with Southwestern;

5. **Whereas**, DOE finds that its participation in the Project is an undertaking subject to Section 106 of the National Historic Preservation Act (NHPA; 54 USC §306108) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800);

6. **Whereas**, the proposed Project would traverse portions of Texas, Oklahoma, Arkansas, and Tennessee and would consist of construction, operation, and maintenance of an approximately 720-mile overhead 600-kilovolt (kV) high voltage direct current (HVDC) transmission line with the capacity to deliver approximately 3,500 megawatts (MW) from the Oklahoma Panhandle region to load-serving entities in the Mid-South and Southeast United States via a transmission system interconnection operated by the Tennessee Valley Authority (TVA) in Tennessee;

7. **Whereas**, DOE may decide to participate in any or all of the states in which Southwestern operates – namely Oklahoma, Arkansas and Texas – but DOE would not participate in the Project in Tennessee because that state is outside Southwestern's operational area; other agencies may have jurisdiction over parts of the Project that are located in Tennessee and therefore the scope of this Programmatic Agreement is the entire Project, even though DOE's participation would be limited to certain states;

8. **Whereas**, the western portion of the proposed Project would interconnect to the transmission system operated by the Southwest Power Pool in Texas County, Oklahoma;

9. **Whereas**, a new alternating current (AC)/direct current (DC) converter station would be built at each end of the transmission line. Each would require the use of approximately 45 to 60 acres and would be located on private land, in Texas County, Oklahoma, and Shelby County, Tennessee, respectively. Clean Line and DOE are also evaluating an intermediate AC/DC converter station in Pope County, Arkansas, which would require the use of 20 to 35 acres and would be located on private land. This AC/DC converter station would potentially deliver up to an additional 500MW via a 500kV transmission line interconnection with Midcontinent Independent System Operator, Inc. (MISO);

10. **Whereas**, in addition to the HVDC line, the proposed Project would include four to six AC transmission lines of up to 345kV interconnecting the Oklahoma converter station with new wind generation facilities that would be located in parts of the Oklahoma and Texas Panhandle regions within approximately 40 miles of the Oklahoma converter station;

11. **Whereas**, the proposed Project would include the following: permanent and temporary roads and other overland access; improvements to existing roads; temporary construction work areas; ancillary facilities, such as communications facilities for access control and protection; and construction right-of-way (ROW) for the HVDC and AC transmission line routes, the converter stations, interconnections, all access roads, work areas, and ancillary facilities;

12. **Whereas,** DOE is consulting with the Oklahoma State Historic Preservation Office, the Oklahoma Archaeological Survey, the Arkansas State Historic Preservation Office, the Tennessee State Historic Preservation Office, and the Texas State Historic Preservation Office (collectively, State Historic Preservation Offices or SHPOs). These SHPOs are all Signatories to this PA pursuant to 800.6(c)(1)(ii);

13. **Whereas**, DOE recognizes its government-to-government obligation to consult with Federally-recognized Indian Tribes and Nations that may attach traditional religious and cultural significance to historic properties, including historic properties located off Tribal lands and those Traditional Cultural Properties that are eligible for the National Register of Historic Places, that may be affected by the undertaking. DOE initiated consultation for this undertaking by letters dated January 14 and January 17, 2013, sent to the Caddo Nation of Oklahoma, Cherokee Nation, Comanche Nation, Iowa Tribe of Oklahoma, Kiowa Indian Tribe of Oklahoma, the Muscogee (Creek) Nation, the Osage Nation, the Quapaw Tribe of Oklahoma, Sac and Fox Nation, Cheyenne and Arapaho Tribes, Tonkawa Tribe of Indians of Oklahoma, Wichita and Affiliated Tribes, Absentee-Shawnee Tribe of Indians of Oklahoma, Alabama Quassarte Tribal Town, Apache Tribe of Oklahoma, the Choctaw Nation of Oklahoma, Delaware Nation, Delaware Tribe of Indians, Eastern Band of Cherokee Indians, Kaw Nation, Kialegee Tribal Town, the

Modoc Tribe of Oklahoma, Santee Sioux Nation, Seneca-Cayuga Nation, Thlopthlocco Tribal Town, United Keetoowah Band of Cherokee Indians in Oklahoma, Fort Sill Apache Tribe of Oklahoma, and the Chickasaw Nation, pursuant to 36 CFR §800.2(c)(2);

14. **Whereas**, DOE is consulting on a government-to-government basis pursuant to 36 CFR §800.14(f) with the Cherokee Nation and its Tribal Historic Preservation Officer. Because the proposed Project spans the Arkansas riverbed, which constitutes tribal land under 36 CFR §800.16(x), the Cherokee Nation is a Signatory to this PA pursuant to 36 CFR §800.6(c)(1)(ii);

15. **Whereas**, DOE is consulting on a government-to-government basis pursuant to 36 CFR §800.14(f) with the Absentee-Shawnee Tribe of Indians of Oklahoma, the Chickasaw Nation, the Choctaw Nation of Oklahoma, Iowa Tribe of Oklahoma, the Muscogee (Creek) Nation, the Osage Nation, the Quapaw Tribe of Oklahoma, Sac and Fox Nation, Thlopthlocco Tribal Town, United Keetoowah Band of Cherokee Indians in Oklahoma, and Wichita and Affiliated Tribes and the relevant Tribe's or Nation's Tribal Historic Preservation Officers (THPOs) recognized by the National Park Service pursuant to 54 USC § 302702 (collectively, consulting Tribes and Nations). These consulting Tribes and Nations are all Invited Signatories to this PA pursuant to an invitation extended by DOE under 36 CFR §800.6(c)(2)(ii) and as set forth under 36 CFR §800.6(c)(2)(i)-(iv);

16. **Whereas**, DOE acknowledges that Tribes possess special expertise in assessing the National Register eligibility of properties with religious or cultural significance to them. DOE is aware that frequently historic properties of religious and cultural significance are located on ancestral, aboriginal, or ceded lands of Tribes. For the purposes of this Section 106 consultation and this Programmatic Agreement (PA), the Chickasaw Nation, the Choctaw Nation of Oklahoma, the Muscogee (Creek) Nation, the Osage Nation, and United Keetoowah Band of Cherokee Indians in Oklahoma have identified their respective Tribal areas of interest in the maps provided in Appendix A. Indian Tribes or Nations have been provided a reasonable opportunity to identify concerns about historic properties; advise on the identification and evaluation of historic properties, including those of traditional religious and cultural importance; articulate views on the undertaking's potential effects on such properties; and participate in the resolution of adverse effects pursuant to 36 CFR §800.2(c)(2)(ii)(A);

17. **Whereas**, DOE has determined that the undertaking may have an adverse effect on properties listed or eligible for listing on the National Register of Historic Places (NRHP), which includes historic properties of traditional religious and cultural importance to consulting Indian Tribes and Nations, including graves that may contain human remains and/or associated cultural items. DOE recognizes that the respectful treatment of human remains and funerary objects is a paramount concern and that the

views of living descendants and the Tribes and Nations participating in this consultation must be considered in the decision-making process;

18. **Whereas**, on February 12, 2014, the Advisory Council on Historic Preservation (ACHP) entered into consultation based on its determination that the Criteria for Council Involvement in Reviewing Individual Section 106 Cases (36 CFR §800 Appendix A) were met because the undertaking has the potential to have substantial impacts on historic properties and may present procedural questions. The ACHP is a Signatory to this PA pursuant to 36 CFR 800.6(c)(1)(ii);

19. **Whereas,** Clean Line will need to obtain permits and other approvals and authorizations from other agencies to construct, operate, maintain, and decommission certain elements of the proposed Project;

20. **Whereas**, TVA is a Federally-owned corporation from which approvals would be needed before interconnecting the proposed Project to TVA's transmission system in the Tennessee Valley region. TVA will rely, to the extent permitted by law, on this Section 106 consultation and this PA to fulfill its obligations under Section 106 of the NHPA for any action, permit, or approval by TVA for the Project. The TVA is a Signatory to this PA pursuant to 800.6(c)(1)(ii);

21. **Whereas**, the Bureau of Indian Affairs (BIA) is a bureau within the Department of the Interior responsible for the administration of land held in trust and/or subject to restrictions for American Indians and Federally-recognized Tribes, and the BIA is recognized to have jurisdiction by law over ROWs over Indian Lands (25 CFR Part 169). The BIA, Eastern Oklahoma Region, will, to the extent permitted by law, implement Section 101(d)(6) [54 USC 302706] and this PA to fulfill its obligations under Section 106 of the NHPA for this undertaking. The BIA, Eastern Oklahoma Region is a Signatory to this PA pursuant to 800.6(c)(1)(ii);

22. **Whereas**, the U.S. Fish and Wildlife Service (USFWS) is a bureau within the Department of the Interior and has jurisdiction by law and/or has special expertise regarding the Endangered Species Act (16 USC § 1531 et seq.), Migratory Bird Treaty Act (16 USC § 703 et seq.), Bald and Golden Eagle Protection Act (16 USC § 668 et seq.), The National Wildlife Refuge System Administration Act (16 USC § 668dd–68ee), Executive Order 13186, and DOE and USFWS Memorandum of Understanding (dated September 12, 2013). Therefore, the USFWS is a Consulting Party for this Section 106 consultation and the development of this PA;

23. **Whereas**, DOE is required under the NHPA and 36 CFR §800.10 to invite the Secretary of the Interior to consult when undertakings have the potential to adversely affect National Historic Landmarks (NHLs), and the Secretary of the Interior has assigned this

consultation responsibility to the National Park Service (NPS). Further, Congress has assigned the NPS to administer the National Trails System, including the Trail of Tears, and Route 66 Corridor Preservation Program. Therefore, the NPS is a Consulting Party for this Section 106 consultation and the development of this PA;

24. **Whereas**, two NHLs – the Stamper Site National Historic Landmark (Texas County, Oklahoma) and Honey Spring Battlefield National Historic Landmark (McIntosh & Muskogee counties, Oklahoma) – may be found within the Area of Potential Effects for the undertaking, and DOE will continue to consult regarding its efforts, to the maximum extent possible, to undertake such planning and actions as may be necessary to minimize harm to such landmarks;

25. **Whereas**, TVA and BIA have designated DOE as the lead Federal agency for purposes of this Section 106 consultation in accordance with 36 CFR §800.2(a)(2);

26. **Whereas,** this PA addresses stipulations for the planning and construction phases of the proposed Project and does not address further operations and maintenance stipulations beyond the very preliminary planning stages for the operations and maintenance project phase;

27. **Whereas**, Clean Line, as the applicant for Federal approval, has participated as a Consulting Party in consultations for this undertaking, has been authorized by DOE to initiate consultation with the SHPOs and others pursuant to 36 CFR §800.2(c)(4) by letters dated January 17, 2013 to the Arkansas, Tennessee, and Oklahoma SHPOs and April 23, 2013 to the Texas SHPO, and is an Invited Signatory to this PA pursuant to an invitation extended by DOE under 36 CFR §800.6(c)(2);

28. **Whereas**, DOE has invited local governments, including local municipalities and county governments, by letters dated August 19, 2014, as listed in Appendix B, to participate in this Section 106 consultation and development of this PA, under 36 CFR §800.2(c)(3), and Woodward County, Oklahoma, is a Consulting Party.

29. **Whereas,** organizations with a demonstrated interest in the undertaking due to their concern with the undertaking's potential effects on historic properties have been invited to participate as consulting parties in this Section 106 consultation and development of this PA under 36 CFR §800.2(c)(5);

30. **Whereas,** for the purposes of this PA, Consulting Parties are parties that have consultative roles in the Section 106 consultation under 36 CFR §800.2[1]; Signatories are parties with sole authority to execute, amend, or terminate this PA under 36 CFR

[1] For purposes of this PA, the Consulting Parties to this PA are identified in Appendix C.

§800.6(c)(1); Invited Signatories are parties that sign this PA at the invitation of DOE under §800.6(c)(2) and by signing have the same rights with regard to seeking amendment or termination of this PA as other signatories except that refusal of any party invited to become a signatory to this PA does not invalidate this PA, as set forth in §800.6(c)(2)(i)-(iv); and Concurring Parties are parties invited to concur in the PA under 36 CFR §800.6(c)(3).[2]

31. **Whereas**, in accordance with 36 CFR §800.8(c), DOE is using the process and documentation required for the preparation of the Plains & Eastern Clean Line Environmental Impact Statement and Record of Decision to comply with Section 106 in lieu of the procedures set forth in 36 CFR §800.3 through §800.6, notified the ACHP and SHPOs of its intent to do so by letters dated November 8, 2012, November 20, 2012, April 16, 2013, and January 10, 2014, and is involving the public as required by 36 CFR §800.2(d) and §800.14(b)(2)(ii) through the National Environmental Policy Act process;

32. **Whereas**, in accordance with 36 CFR §800.4(b)(2), §800.5(a)(3), and §800.14(b)(1)(i) and (ii), DOE has elected to phase identification and evaluation of historic properties and application of the criteria of adverse effect using a PA because the undertaking under consideration consist of large land areas, because the potential effects on historic properties are multi-state in scope, because this type of project (transmission line development) results in effects that are similar and repetitive across certain classes of historic properties, and because effects to historic properties cannot be fully determined prior to approval of the undertaking. Completion of the identification and evaluation of historic properties, determinations of adverse effect on historic properties, determinations of resolution of adverse effects to historic properties, and consultation concerning measures to avoid, minimize, or mitigate any adverse effects will be carried out in phases according to the procedures set forth in this PA;

33. **Whereas**, DOE, acting through and in consultation with SWPA's Administrator, will decide whether to participate with Clean Line in the Project through evaluating statutory criteria including the completed NEPA process, documented by a Record of Decision, and will condition its participation on Clean Line's compliance with the terms of this PA;

34. **Now, therefore**, DOE and SWPA; Oklahoma State Historic Preservation Office; Oklahoma Archaeological Survey; Arkansas State Historic Preservation Office; Tennessee State Historic Preservation Office; Texas State Historic Preservation Office; Cherokee Nation; Absentee-Shawnee Tribe of Indians of Oklahoma; the Chickasaw Nation; the Choctaw Nation of Oklahoma; Iowa Tribe of Oklahoma; the Muscogee (Creek) Nation; the Osage Nation; the Quapaw Tribe of Oklahoma; Sac and Fox Nation;

[2] There are no Concurring Parties to this PA. DOE invited several parties to sign as Concurring Parties, but these Parties chose to remain Consulting Parties and declined to sign as Concurring Parties.

Thlopthlocco Tribal Town; United Keetoowah Band of Cherokee Indians in Oklahoma; Wichita and Affiliated Tribes; ACHP; TVA; BIA, Eastern Oklahoma Region; and Clean Line agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

DOE, in coordination with SWPA, BIA, and TVA, will ensure that the following stipulations are implemented upon execution of this PA.

I. Roles and Responsibilities

DOE acknowledges that as lead Federal agency, it is responsible for the implementation of the following stipulations, including through independent review of the plans and reports prepared under this PA by qualified personnel. If DOE decides to participate in the proposed Project, consistent with its Federal authority for government-to-government consultation and 36 CFR §800.2(a)(3), DOE, acting through and in consultation with SWPA, will provide qualified personnel ("DOE's cultural resource specialist") to provide independent oversight for the implementation of this PA. All Consulting Parties acknowledge that they have responsibility for supporting certain aspects of this PA. The ACHP, SHPOs, and consulting Tribes and Nations, including THPOs, will participate in the decision-making process relative to cultural resources that are determined by DOE to be eligible for the NRHP. Federal agencies that sign this PA as Signatories will have specific responsibilities relative to their jurisdiction over specific land or through the issuance of various permits required for the Project.

II. Tribal Consultation Protocol

A. Any Tribe or Nation that participated in the formal government-to-government Section 106 consultation that led to this PA ("consulting Tribes and Nations") and that is a Signatory to this PA or was extended an invitation to sign this PA as an Invited Signatory remains a full Consulting Party during the implementation of this PA with regard to Stipulations V, VI, VII, VIII and XI and as involving review of potential adverse effects to historic properties of religious and cultural significance to such Tribe or Nation, regardless of whether such Tribe or Nation signs this PA.

B. Should DOE decide to participate in the proposed Project, then once implementation of this PA begins, DOE shall ensure that:

1. At any time consulting Tribes and Nations will have access to DOE, acting through and in consultation with SWPA, who provides independent Federal oversight for the implementation of this PA;

2. In accordance with Stipulations VII and VIII, consulting Tribes and Nations will be notified of unanticipated discoveries of cultural resources and inadvertent discovery of human remains, graves, or associated

Funerary Objects within 24 hours, and will participate in the following consultation as described in those Stipulations;

3. Consulting Tribes and Nations will participate in the review and comment procedures for plans and reports according to the process and timelines outlined in Stipulations VII.D and XII. Comments from consulting Tribes and Nations that fail to meet the timelines set forth in those sections will be considered to the extent practicable; and

4. Consulting Tribes and Nations will be invited to provide Tribal monitors for the preliminary surveys and during construction activities based on the defined areas of interest provided in Appendix A in accordance with Stipulations III (Standards and Permits) and VI (Identification and Evaluation of Historic Properties, Treatment of Historic Properties, and Discovery Plan).

C. DOE recognizes and affirms the special significance of the Trail of Tears, including the Trail of Tears National Historic Trail, to the consulting Tribes and Nations. DOE commits to consult on a government-to-government basis about potential adverse effects to the Trail of Tears during implementation of this PA. Although all portions or routes of the Trail of Tears may not be eligible for the NRHP pursuant to 36 CFR §800.4(c)(2), the National Trails System Act, the American Indian Religious Freedom Act, or other laws may apply.

III. Standards and Permits

Unless expressly defined in this PA, all terms used in this PA and defined in 36 CFR §800.16 shall have the same meanings and be defined in accordance with 36 CFR §800.16 in effect as of the Effective Date of this PA.

A. Professional Qualifications

DOE will ensure that identification and evaluation studies and treatment measures required under the terms of this PA will be carried out by or under the direct supervision of professionals who meet, at a minimum, the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archaeology, History, or Architectural History, 36 CFR Part 61, Appendix A, as appropriate, as well as the relevant SHPO requirements. Oklahoma, Arkansas, and Texas require that the Principal Investigator for historic properties review meet or exceed the Secretary of the Interior's standards in the appropriate field of review. Whether a Tribal monitor is qualified to perform monitoring activities under this PA shall be determined by the Tribe or Nation invited to participate in monitoring activities as set forth below in Stipulation VI.

B. Fieldwork and Reports

DOE will ensure that reporting meets the requirements of the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* as amended (48 FR 44716), including the Secretary of the Interior's *Standards for Evaluation*. Current state standards will be used where applicable, including the following:

1. Oklahoma SHPO's *Review and Compliance Manual; Architectural/Historic Resources Survey: A Field Guide; SHPO Fact Sheet #4: Historic Preservation Resource Identification; SHPO Fact Sheet #10: Frequently Asked Questions about Section 106 review; SHPO Fact Sheet #12: Evaluating Historic Period Archeological Sites for the National Register under Section 106 with Particular Reference to Sites Dating After 1890; SHPO fact Sheet #15: Oklahoma Historic Property Record Guidelines; and SHPO Fact Sheet #16: Guidelines for Developing Archeological Survey Reports in Oklahoma and Report Components.*

2. *Guidelines for Archeological Fieldwork and Report Writing in Arkansas*, as revised and in effect January 1, 2010, and *A State Plan for the Conservation of Archeological Resources in Arkansas* in effect as of the Effective Date of this PA.

3. Tennessee SHPO's Tennessee Standards and Guidelines for Archaeological Resource Management Studies as revised in March 2009.

4. *Archeological Survey Standards for Texas* by the Council of Texas Archeologists and Texas Historical Commission.

C. Permits

DOE or Clean Line, as appropriate, will obtain any required permit(s) from applicable Federal, State or Tribal authorities for archaeological fieldwork performed under this PA.

IV. Confidentiality and Withholding of Sensitive Information

DOE, other Signatories, and Invited Signatories agree to maintain the confidentiality of the locations of all archaeological and reburial sites and of other information pertaining to historic properties (collectively, sensitive information) to the extent permissible under applicable law. During this Section 106 consultation and under the terms of this PA, sensitive information was and will continue to be generated, submitted, and/or included in documentation to be generated and/or submitted to Federal and State agencies that sign this PA. For sensitive information and any documentation containing sensitive information generated by a Federal agency that signs this PA, to the extent permitted by applicable law, the permission of that agency is required before any dissemination of such information by any Signatory or Invited Signatory to this PA. For sensitive information and documentation containing sensitive information generated or held by a

Federal agency that signs this PA, should a conflict arise between any Consulting Party about the releasability of the sensitive information or of the documentation containing the sensitive information, the Federal agency that signs the PA and that generated or holds the sensitive information or documentation containing the sensitive information will contact the Secretary of the Interior to implement the provisions set forth in Section 304 of the NHPA (54 USC §307103) and 36 CFR §800.11(c). Pending implementation of the Section 304 provisions, the confidentiality of the information must be preserved by all Signatories and Invited Signatories. Consulting Parties are encouraged to abide by this stipulation as well.

V. Area of Potential Effects

A. Defining the Area of Potential Effect (APE)

DOE, in consultation with the SHPOs, consulting Tribes and Nations, including THPOs, and Federal agencies, has defined and documented the APE for this undertaking as required in 36 CFR §800.4(a)(1) below. DOE may modify the APE in accordance with Stipulation V.B of this PA. Disputes regarding modifications to the APE will employ the process described in Stipulation XIII, Dispute Resolution, of this PA.

Pursuant to 36 CFR §800.16(d), the APE is defined as the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of properties listed in or eligible for listing in the NRHP, including Traditional Cultural Properties (TCPs), historic properties of traditional religious and cultural significance, National Historic Landmarks, and National Historic Trails. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking. The APE for direct effects and the APE for indirect effects for this undertaking are identified below. The APE for direct effects and the APE for indirect effects, when referred to together, are called simply "the APE."

1. APE for Direct Effects

    a. The APE for direct effects for the HVDC transmission line, AC Collection System transmission lines, and AC interconnection transmission lines will be the length and width of all ROW easements for these Project components and other permanent Project features associated with the transmission lines. The APE for direct effects for these project features will also include temporary workspaces, such as marshalling yards, storage areas, and waste disposal areas (collectively, "temporary use areas"). The APE for direct effects for temporary workspaces associated

with these Project components will be the limits of the temporary use areas.[3]

b. The APE for direct effects for new access roads in areas outside of the Project components described in part a. above will be the full length and width of the new access road easement. For existing access roads that are improved as part of the Project, the APE for direct effects will be the limits of the improvements and any associated temporary use areas.

c. The APE for direct effects will include other permanent Project facilities such as converter stations, substations, and ancillary facilities, as well as the temporary use areas associated with these Project components.

d. The APE for direct effects excludes existing roads that the proposed Project will use but not improve, and existing facilities to which the proposed Project will interconnect, but not expand.

2. APE for Indirect Effects

The APE for indirect effects is the geographic area including and extending from the APE for direct effects (defined above) where the undertaking has the potential to indirectly cause alterations to the character or use of a historic property (such as its physical features, setting, viewshed, or auditory character) that qualify a property for inclusion on the NRHP.

a. The APE for indirect effects is the area measured up to 0.5 miles from above-grade features of the Project, or within the extent of the viewshed, whichever is closer. Indirect visual effects from temporary access roads occurring at ground level and similar work areas without an above-ground profile will not be considered when defining the APE for indirect effects.

b. Where the APE for indirect effects includes historic properties that are historic properties of traditional religious and cultural significance, TCPs, National Historic Landmarks, or National Historic Trails for which setting, feeling, and/or association contribute to eligibility, additional analyses may be required and the APE for indirect effects may be modified accordingly following procedures at Stipulation V.B below.

[3] The Applicant has committed to certain Environmental Protection Measures (EPMs) as part of the Project. The implementation of the EPMs are intended avoid and/or minimize potential impacts from construction of the Project. For example, EPM GE-1 includes commitments to personnel training on health, safety, and environmental matters and practices, techniques, and protocols required by federal and state regulations and applicable permits.

c. Notwithstanding the previous subsections, potential impacts from indirect effects from the proposed Project will be considered when use of ceremonial grounds or use of traditional cultural properties may be affected by construction activities. Clean Line will provide DOE and the consulting Tribes or Nations with the anticipated construction schedule for the Project in Muscogee, Okmulgee, and Sequoyah Counties in Oklahoma. Specifically, Clean Line shall provide an estimated construction schedule one month prior to, and a detailed construction schedule one week prior to, beginning ground disturbing activities in these counties. Any consulting Tribe or Nation concerned that such construction could potentially impact use of ceremonial grounds or use of traditional cultural properties within two miles of such construction activities shall as soon as practicable notify DOE and Clean Line of such potential impact. Clean Line shall thereafter take action to avoid noise and/or visual impacts to the maximum extent practicable including but not limited to temporarily modifying the construction schedule to avoid the potential impacts of concern.

3. Cumulative Effects

For the purposes of this PA, cumulative effects will be analyzed using the same geographic areas as those defined for the APE. Under 36 CFR §800.5(a)(1), adverse effects may include reasonably foreseeable effects that may occur later in time, be farther removed in distance, or be cumulative. If, in the future, there is a Federal role in future development associated with the proposed Project (for example, a proposed wind generation facility as described in Whereas Clause 10), then the Federal agency with that role would comply with Section 106 at an appropriate time.

B. Modifying the APE

The APE, as currently defined in Stipulation V.A above, encompasses areas sufficient to accommodate all of the components of the undertaking under consideration as of the date of the execution of this PA.

1. If DOE, in consultation with the Consulting Parties, determines that the proposed Project or proposed changes to the proposed Project within the scope of the undertaking may cause adverse effects to historic properties that were not foreseeable at the time the PA was executed beyond the extent of the established APE, then DOE may use the process set forth herein to determine whether to modify the APE.

2. In addition to subparagraph 1 above, any Consulting Party to this PA may propose that an APE be modified by providing a written proposal to DOE, including justification and description, including any relevant archaeological information as appropriate, of the requested APE modification, with copies to the other Consulting Parties. DOE shall consult with the Consulting Parties for no more than 30 calendar days in an effort to reach consensus on the proposed modification. If the Consulting Parties agree to modify the APE consistent with the proposal, DOE will render a decision consistent with that agreement and will notify the Consulting Parties of the decision. If the Consulting Parties cannot agree to modify the APE consistent with the proposed modification, then DOE will consider the concerns expressed by the Consulting Parties, render a decision, and notify the Consulting Parties of that decision.

3. DOE's decision to modify the APE will not require an amendment to the PA. Regardless of whether there is agreement among the Consulting Parties as to the scope of the modified APE, the modified APE will be attached to the PA as a new appendix and become effective upon distribution by DOE to the Consulting Parties.

4. If the APE is modified at any time during the term of the PA, Clean Line will carry out the work under the Historic Properties Identification Plan (HPIP) and/or Historic Properties Treatment Plan (HPTP) (defined in Stipulation VI.A. through VI.C. below), as appropriate, for the modified APE. Depending on when the APE is modified, Clean Line may carry out the work under the HPIP(s) and HPTP(s) by means of appendices.

VI. Phased Process to Address Historic Properties

A. Identification and Evaluation of Historic Properties

1. As explained in Whereas Clause 32, DOE, in consultation with the Consulting Parties, will perform a phased identification and evaluation of historic properties within the APE.

2. Should National Historic Landmarks be identified within the APE, DOE will, to the maximum extent possible, undertake appropriate planning as defined in Section 110(f) of the NHPA (recodified at 54 USC §306107) and 36 CFR §800.10.

3. If a cultural resource lies partly inside and partly outside of the APE, the cultural resource will be evaluated for eligibility to the NRHP consistent with 36 CFR §§800.4(b) and (c) and ACHP's guidance on "Meeting the "Reasonable and Good

Faith" Identification Standard in Section 106 Review." If the cultural resource is found to be eligible to the NRHP, then the eligible historic property will be addressed using the process set forth in this Stipulation. If the cultural resource is found ineligible, in consultation with the consulting parties as set forth in subsection D of this Stipulation, to the NRHP, such determination shall be documented consistent with 36 CFR §800.11. If the cultural resource cannot be found eligible or ineligible to the NRHP (hereinafter "property of undetermined eligibility"), then the property of undetermined eligibility will be identified as such in a survey or identification report (pursuant to Section VI.D). During the 45-day review period for the survey or identification report (Section VI.D), any Consulting Party may identify a property of undetermined eligibility to which it attaches religious or cultural significance. The Consulting Party shall provide any data or other information explaining the basis for considering such property of undetermined eligibility to have religious or cultural significance. Thereafter, the parties shall have 20 days in which to consult to determine which properties of undetermined eligibility shall be considered eligible by consensus. For those properties of undetermined eligibility for which the Consulting Parties are unable to reach consensus, DOE shall make a determination of eligibility within 15 days based on the available information. For those properties of undetermined eligibility which are determined appropriate for treatment, then the procedure set out in Stipulation VI.B.4 will be followed.

4. Clean Line will invite consulting Tribes or Nations to have Tribal Monitors to participate in identification efforts, including initial survey, field investigations and mechanical excavation for archaeological deep testing, in the Tribe or Nation's pre-designated high priority areas as described in the HPIP (Appendix E). Subject to Stipulation IV above, Clean Line will distribute to the Tribes or Nations that consulted on this PA, as appropriate, relevant information, in geographic information system (GIS) format, about identified archaeological sites in such Tribe or Nation's area of interest, to facilitate Tribal monitoring. For purposes of this paragraph, relevant information includes site boundary to the extent known, site type, and basic descriptive or defining features.

5. Clean Line has prepared an HPIP with oversight from DOE and in consultation with the Consulting Parties (Appendix E). DOE will ensure that the HPIP covers the APE. In accordance with NHPA Section 106 and 36 CFR §800.4 and §800.5, the HPIP includes a strategy for the identification of historic properties, through evaluation of cultural resources in the APE and including evaluation of historic significance and eligibility to the NRHP, and provides protocols for fulfilling identification requirements, including field methods.

a. The HPIP includes the process and protocols for Tribal Monitors' participation in the identification efforts (see sub-stipulation 3 above).

b. The HPIP identifies report(s) that Clean Line will prepare documenting the results of the implementation of the HPIP. The report(s) will include recommendations concerning the historic significance of cultural resources within the APE (i.e., eligibility for listing on the NRHP), preliminary assessments of the potential Project effects on these historic properties, and initial recommendations for the treatment of historic properties.

c. The HPIP includes the process and criteria for assessing adverse effects to those resources deemed eligible for listing on the NRHP (historic properties).

B. Treatment of Historic Properties

1. Treatment of adverse effects on historic properties from the undertaking will be considered in the preferred order of avoidance, minimization, and mitigation.

2. Should the Project be modified prior to initiation of construction of the Project such that the potential for adverse effects to historic properties are avoided or minimized (e.g., by such modifications, a historic property is no longer within the APE), such modifications will be taken into account in the assessment of effects to these properties and in historic property treatment.

3. Based on the final HPIP reports that Clean Line will prepare documenting the results of the implementation of the HPIP, Clean Line will prepare one or more HPTP(s) with oversight from DOE and in consultation with the Consulting Parties. The HPTPs will include the measures to avoid, minimize, and mitigate the adverse effect of the undertaking on historic properties, the manner in which these measures will be carried out, and a schedule for their implementation.

   a. Should mitigation consist of or include archaeological data recovery, the HPTP(s) will identify the specific research questions to be addressed by data recovery with an explanation of their relevance and the archaeological methods to be used, subject to standards set forth in Stipulation III as applicable.

   b. The HPTP(s) will address all historic properties identified within the Project APE and include procedures and protocols to establish measures to avoid, minimize, and mitigate the adverse effect of the undertaking on

historic properties, the manner in which these measures will be carried out, and a schedule for their implementation.

c. The HPTP(s) will identify the report(s) that Clean Line will prepare documenting the results of the implementation of the HPTP(s).

d. The HPTP(s) may include a Monitoring Plan, if appropriate, as an appendix.

i. The Monitoring Plan will address appropriate monitoring for compliance with the HPTP during construction and restoration activities[4] for the proposed Project. It will identify monitoring objectives and the methods necessary to attain such objectives. The Monitoring Plan will define processes and procedures for monitoring, as appropriate, historic properties identified through implementation of the HPIP. It will define processes and procedures for monitoring areas, if any, where the results of HPIP implementation indicate a high probability of discoveries (including but not limited to those potentially containing human remains or archaeological sites) during construction for which active on-site management could be useful in avoiding, minimizing, or mitigating adverse effects to historic properties in those areas.

ii. Recognizing that not every portion of the APE will contain historic properties for which monitoring for compliance with the HPTP is appropriate, not every HPTP will require a Monitoring Plan to be attached.

e. Clean Line and the Tribes or Nations may work together to define specific areas of monitoring as appropriate. Clean Line will invite consulting Tribes or Nations to have Tribal Monitors to participate in monitoring construction activities in the Tribe or Nation's high priority areas within the Tribe or Nation's area of interest as documented in Appendix A. The Monitoring Plan will describe the process and protocols for Tribal Monitors' participation in construction monitoring.

4. Notwithstanding the foregoing in this subsection B, for those sites or properties identified through the process set forth in Section VI.A.3, treatment of adverse

[4] For purposes of this PA, "restoration activities" include, but are not limited to, decompacting, recontouring, re-seeding, and clean-up in areas disturbed during construction of the proposed Project.

effects will be considered in the preferred order of avoidance of adverse effects and/or minimization of adverse effects. Where avoidance or minimization are not feasible, monitoring by Tribal monitors during construction at these properties of undetermined eligibility shall be considered appropriate mitigation for such properties.

C. Discovery Plan

Clean Line, in consulting with DOE and the Consulting Parties, will prepare a Discovery Plan addressing unanticipated discovery of cultural resources (under Stipulation VII) and inadvertent discovery of human remains, graves or associated funerary objects (under Stipulation VIII) arising during Project construction and restoration activities, and include the Discovery Plan as an appendix to the HPTP(s). In addition to the provisions set forth in Stipulations VII and VIII below, the Discovery Plan will describe:

1. The procedure for evaluation of such resources for eligibility for listing on the NRHP;

2. The procedure for assessment of adverse effects on such resources if deemed eligible for listing on the NRHP and therefore an historic property;

3. Treatment of an historic property including processes and procedures for consultation among the Consulting Parties;

4. Notification information, including contact by telephone and email of each Point of Contact (defined in Stipulation X below) for each Consulting Party, to be contacted in case of discovery; and,

5. Processes and procedures to employ in the event of an unanticipated discovery, including:

    a. Suspension of work within an exclusion zone (as defined in Stipulation VII.1 for cultural resources and in Stipulation VIII.B.1.a.i.(a) for human remains, graves or associated funerary objects);

    b. Notification within 24 hours of DOE and Consulting Parties of an unanticipated discovery, as appropriate; and,

    c. Implementation of interim treatment measures to protect the unanticipated discovery from looting and vandalism or other exposure to damage.

6. Processes and procedures to employ in the event of unanticipated adverse effects to historic properties previously addressed in the course of implementing Stipulation VI.A and VI.B.

D. Plan and Report Commenting Procedures and Timeframes

For all plans and reports submitted pursuant to this Stipulation by Clean Line for review by DOE and Consulting Parties, the following requirements shall be implemented.

1. Clean Line shall submit the draft plan(s) identified above (HPIP, HPTP(s), and the Discovery Plan) to DOE and the Consulting Parties for review and comment. DOE and the Consulting Parties shall respond to the other Consulting Parties with comments, objections, or concerns on the plan(s) no later than 45 calendar days after receipt. Clean Line shall take those comments, objections, and concerns into account when finalizing the plan(s). Failure by DOE or the Consulting Parties to respond within 45 calendar days after receipt shall not preclude Clean Line from finalizing the plan(s) or implementing the plan(s) in accordance with this Stipulation. Should DOE or a Consulting Party object to all or part of the plan(s), DOE would consult with the objecting party or parties and Clean Line to resolve the objection(s) within 20 calendar days of receiving such objection. If the parties have not resolved the objection during the 20-calendar-day period, DOE would consider the concerns expressed by the Consulting Parties, DOE will render a decision on whether and how to modify the plan(s), and DOE will notify the Consulting Parties of that decision no more than 14 calendar days after the 20-calendar-day period ends. If substantive issues remain after this process, the objecting party or parties may invoke the dispute resolution process in Stipulation XIII below to address those substantive issues.

2. Clean Line shall submit the final plan(s) to DOE, with copies to the Consulting Parties. No later than 15 calendar days after receipt of the plan(s), DOE shall notify Clean Line with any remaining comments or concerns. Failure by DOE to respond within 15 calendar days after receipt shall not preclude Clean Line from finalizing or implementing the plan(s) no earlier than 15 calendar days after DOE's receipt of the plan(s).

3. Clean Line shall submit draft report(s) to DOE and the Consulting Parties on results of implementation of the HPIP and HPTP(s), as applicable, for review and comment. All reports will be subject to Stipulation IV of this PA. DOE and the Consulting Parties shall respond to the other Consulting Parties with comments, objections, or concerns on the report(s) no later than 45 calendar days after receipt. Clean Line shall take those comments, objections, and concerns into

account when finalizing the report(s). Failure by DOE or the Consulting Parties to respond within 45 calendar days after receipt shall not preclude Clean Line from finalizing the report(s). Should DOE or a Consulting Party object to all or part of the report(s), DOE shall consult with the objecting party or parties and Clean Line to resolve the objection(s) within 20 calendar days. If the parties have not resolved the objection during the 20-calendar-day period, DOE will consider the concerns expressed by the Consulting Parties, render a decision on whether and how to modify the report(s), and notify the Consulting Parties of that decision no more than 14 calendar days after the 20-calendar-day period ends. If substantive issues remain after this process, the objecting party or parties may invoke the dispute resolution process in Stipulation XIII below to address those substantive issues.

4. Clean Line shall submit the final report(s) to DOE, with copies to the Consulting Parties. All reports will be subject to Stipulation IV on Confidentiality. No later than 15 calendar days after receipt of the report(s), DOE shall notify Clean Line with any remaining comments or concerns and indicate whether DOE approves the report(s). Failure by DOE to respond within 15 calendar days after receipt shall not preclude Clean Line from finalizing or implementing the report(s) no earlier than 15 calendar days after DOE's receipt of the report(s).

5. Because the Project may be developed in phases generally related to geographic areas, and because the protocols may vary by geographic area, the plan(s) and report(s) contemplated by this Stipulation may also be developed and finalized in phases, but prior to all Project ground-disturbing construction activities within a geographic area, as appropriate.

6. As each plan for a given phase of the Project is finalized using the procedure set forth herein, it will be attached as an Appendix to this PA and thereby be made part of this PA.

7. In accordance with this Stipulation, Consulting Parties are strongly encouraged to submit comments, objections, and concerns on the plan(s), report(s), and summaries by email to the appropriate points-of-contact identified in Stipulation X on Communication.

VII. Unanticipated Discovery of Cultural Resources

The following procedures will be used by DOE and the Consulting Parties in the event that previously unreported and unanticipated cultural resources or unanticipated effects to historic properties are found during Project construction or restoration activities. These procedures will be included in the Discovery Plan (Stipulation VI.C above) and are intended to ensure that the

undertaking is in compliance with all applicable Federal and State laws and regulations, including Section 106 of the NHPA (54 USC 306108; see also 36 CFR Part 800).

If previously unidentified cultural resources or historic properties are discovered during Project construction or restoration activities, any Project personnel that detect the discovery must:

1. Immediately stop Project construction or restoration activities at the site of discovery and all Project ground-disturbing activity within a 50-meter (m) radius of the discovery (this area is herein referred to as the cultural resources exclusion zone);

2. Immediately limit access to the cultural resources exclusion zone according to the procedures described in the Discovery Plan;

3. Implement notification procedures described in the Discovery Plan regarding unanticipated discovery; and,

4. Implement interim treatment measures to protect the discovery from weather, looting and vandalism, or other exposure to damages.

As soon as practicable after receiving notification of an unanticipated discovery, DOE will ensure that the following activities are carried out:

1. Inspect the work site to determine the extent of the discovery and ensure that work activities have halted within the cultural resources exclusion zone (the "field review");

2. Ensure that the cultural resources exclusion zone is clearly and adequately marked and secured;

3. Implement interim treatment measures described in the Discovery Plan, as appropriate, to protect the discovery from weather, looting and vandalism, or other exposure to damages; and,

4. Within 24 hours, notify DOE and Consulting Parties, as appropriate, of the results of the field review in accordance with the notification procedures described in the Discovery Plan.

DOE, in consultation with the Consulting Parties, will have seven working days following notification under subsection 4 immediately above to determine the NRHP eligibility of the discovery. DOE may assume the discovery to be eligible for listing on the NRHP for the purposes of Section 106 pursuant to 36 CFR §800.13(c).

If the discovery is determined by the DOE to be eligible for listing on the NRHP, Clean Line will make a recommendation regarding adverse effects and propose treatment measures, if appropriate, consistent with 36 CFR §800.6. These measures may include but are not limited to:

1. Evaluation of archaeological resources by archaeologists meeting the standards set forth in Stipulation III;

2. Visits to the discovery by representatives of DOE and Consulting Parties, as appropriate;

3. Exploration of potential alternatives to avoid historic properties;

4. Preparation and implementation of an HPTP under Stipulation VI.B by Clean Line following the procedures set forth in Stipulation VI.C; and

5. Other treatment measures as identified by the Consulting Parties.

Following receipt from Clean Line of its recommendation regarding adverse effects and proposed treatment measures, DOE, in consultation with the Consulting Parties, will have seven working days to make its determination regarding adverse effect and treatment for the discovery. Failure by DOE to make its determination within 7 working days shall not preclude Clean Line from finalizing or implementing plan(s) in accordance with this Stipulation. The Dispute Resolution stipulation of this PA (Stipulation XIII) will be followed regarding any disagreements by Consulting Parties that may arise regarding resolution of adverse effects.

VIII. Inadvertent Discovery of Human Remains, Graves, or Associated Funerary Objects

Consulting Parties will follow the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects when addressing issues arising under this Stipulation and related to human remains, graves, or associated funerary objects. This policy statement is available at http://www.achp.gov/docs/hrpolicy0207.pdf.

A. Federal and Tribal Lands

In the case of an unanticipated discovery of human remains, funerary objects, sacred objects or objects of cultural patrimony on Federal or Tribal lands, the applicable Federal agency or Tribe will follow the procedures outlined by NAGPRA (43 CFR Part 10, Subpart B) and the Archeological Resources Protection Act of 1979 (43 CFR Part 7 and 18 CFR Part 1312).

B. State and Private Lands

1. For cultural resource identification and during Project construction and restoration activities on non-Federal lands in Oklahoma, Arkansas, Tennessee, or Texas,

DOE will ensure Clean Line and their contractors involved in the discovery will implement the following procedures:

a. When an unmarked human burial or unregistered grave is encountered, Clean Line and their contractors will comply with Okla. Stat. Ann. 21 §1161-1168.7 (Oklahoma Burial Law), Arkansas Act 753 of 1991 (Arkansas Burial Law), the Tennessee Archaeology Code (Title 11, Chapter 6), or Texas Administrative Code (Title 13, Chapter 22), dependent on the state in which the discovery occurs.

   i. If an unmarked human burial or unregistered grave is discovered during construction, any Project personnel that detect the discovery must:

      (a) Immediately stop Project work at the site of the discovery and all Project work within a 100-meter (m) radius of the discovery (this area is herein referred to as the human remains exclusion zone);

      (b) Immediately limit access to the human remains exclusion zone according to the procedures described in the Discovery Plan;

      (c) Implement notification procedures described in the Discovery Plan regarding unanticipated discovery;

      (d) Implement interim treatment measures to protect the discovery from weather, looting and vandalism, or other exposure to damages; and

      (e) In no case will procedures at this stage include removal or other further avoidable disturbance of any human remains or other cultural items in the immediate vicinity of the discovery.

2. As soon as practicable following receipt of such notification, DOE will ensure that the following activities are carried out:

   a. Inspect the work site to determine the extent of the discovery and ensure that work activities have halted within the human remains exclusion zone (defined in Stipulation VIII.B.1.a.i.(a));

b. Ensure that the human remains exclusion zone is clearly and adequately marked and secured;

c. Implement interim treatment measures described in the Discovery Plan, as appropriate, to protect the discovery from weather, looting and vandalism, or other exposure to damages until the requirements of State law have been completed; and,

d. Notify the appropriate county sheriff's office, the Chief Medical Examiner, DOE, and Consulting Parties, as appropriate, in accordance with the notification procedures described in the Discovery Plan within 24 hours of the discovery.

3. It is anticipated that the county coroner will determine jurisdiction. If the county coroner refers the matter to the SHPO, the SHPO and the State Archaeologist have 72 hours to determine, in consultation with the Consulting Parties, as appropriate, the treatment of the discovery. Treatment may include mitigation and determinations on the disposition of the unmarked human burial or unregistered grave. Consistent with the SHPO's determination regarding treatment, Clean Line will draft a HPTP following the requirements of Stipulations VI.B and VI.D, except that the review periods set forth in Stipulation VI.D may be shortened, as appropriate, in consultation with the Consulting Parties.

IX. Curation

Curation will be carried out by Clean Line with oversight by DOE in accordance with Federal curation standards, which can be found at 36 CFR Part 79, and the relevant State standards. No tribally held lands are currently expected to be disturbed in the APE; however, should such disturbances arise, the applicable Tribe or Nation would further be consulted (through BIA or DOE as appropriate) on permitting, survey methods, and collection/curation procedures on those lands.

X. Communication Plan

Efficient, timely, and appropriate communication among the Consulting Parties is essential to maintain smooth and on-schedule analysis and implementation under this PA. A variety of tools will be used throughout the life of the Project. These tools include email, telephone calls, memoranda, letters, and meeting minutes. It is also important to use these tools consistently to track Project progress and status.

DOE will gather designated and alternate points-of-contact (POCs) for Consulting Parties as part of this Section 106 consultation to support implementation of this PA. Consulting Parties must

provide email addresses as part of the contact information that they provide to DOE. The designated and alternate POCs that have been provided to DOE are included as Appendix D to this PA. Clean Line will update the contact list throughout implementation of the PA. It is the responsibility of each Consulting Party to update their POC information should it change during the course of PA implementation. Clean Line, in coordination with DOE, will distribute updated information to the Consulting Parties and append new contact information to the PA as it is received; this will not require amendment of the PA under Section XIV.

All Consulting Parties are strongly encouraged to communicate by email to facilitate efficiency, and communication by email will satisfy the requirements for implementation of this PA.

XI. Operations and Maintenance Activities: Historic Properties Management Plan (HPMP)

A. Post-Construction

At least six months prior to the completion of construction and restoration activities, Clean Line will draft an HPMP, in coordination with DOE, to address post-construction treatment of historic properties during operations and maintenance activities related to the Project. The HPMP will apply to operations and maintenance activities following completion of construction and restoration activities and prior to decommissioning.

B. Processes and Procedures

The HPMP will define processes and procedures to facilitate appropriate consideration of historic properties throughout the life of Project operations. The HPMP will also describe processes and procedures to change the HPMP.

C. Review

Consulting Parties to this PA may review and comment upon the HPMP consistent with the process in Stipulation VI.D of this PA.

XII. Annual Reporting and Close-Out Report

A. Interim PA Report

Annually, no later than January 31st, commencing the first January after this PA goes into effect, Clean Line will prepare and distribute an Interim Report on Clean Line's actions regarding the implementation of this PA to DOE and the Consulting Parties. All reports and summaries prepared under this sub-stipulation will be subject to Stipulation IV of this PA. The Interim Report will address the progress of implementation of the PA; provide an update on the status of and schedule for the proposed Project; describe preliminary results from implementation of the HPIP or HPTP(s), as appropriate; address the progress and status of the monitoring activities set forth in Stipulations VI.A.3, VI.B.4.d, and VI.B.4.e above; and describe any relevant problems

encountered in carrying out the terms of this PA. No later than 15 calendar days after receiving the Interim Report from Clean Line, any Consulting Party may propose that the Consulting Parties meet (either by phone or in-person) to discuss the Interim Report and implementation of this PA. As appropriate to their areas of interest, Consulting Parties will diligently endeavor to attend this meeting. Consulting Parties who cannot attend this meeting will notify the other Consulting Parties in the event that they cannot attend. If substantive issues remain after this process, the objecting party or parties may invoke the dispute resolution process in Stipulation XIII below to address those substantive issues.

B. Meeting Requirements

Consulting Parties agree that an annual face-to-face meeting will be held if requested by a Consulting Party for a demonstrated purpose and need. The meeting location will be determined in consultation with the Consulting Parties. Consulting Parties will diligently endeavor to attend this meeting. Consulting Parties who cannot attend this meeting will so notify the other Consulting Parties.

C. Policy Report and Data Collection

Annually, no later than October 31, Clean Line shall provide to DOE, for prior fiscal year instances, data and a supporting narrative document to assist in the compilation of the Environmental, Collaboration, & Conflict Resolution (ECCR) Policy Report. In addition, Clean Line will provide all data and information sufficient to assist DOE in the preparation of the annual Department of the Interior Federal Archaeological Activities Questionnaire.

D. Close-Out Report

No later than 12 months after completion of construction and restoration activities for the proposed Project, Clean Line will submit a draft Close-Out Report describing its actions under this PA to DOE and the Consulting Parties. All reports and summaries prepared under this sub-stipulation will be subject to Stipulation IV of this PA. The Close-Out Report will address implementation of this PA; briefly describe the results from implementation of Stipulation VI, Phased Process to Address Historic Properties, implementation of Stipulation VII, Unanticipated Discovery of Cultural Resources, and implementation of Stipulation VIII, Inadvertent Discovery of Human Remains, Graves, or Associated Funerary Objects; briefly describe curation activities performed under Stipulation IX; and briefly describe impacts, if any, to historic properties that have occurred as a result of implementation of this PA. DOE and the Consulting Parties shall respond to the other Consulting Parties with comments, objections, or concerns on the draft Close-Out Report or the draft summary of the Close-Out Report no later than 45 calendar days after receipt, and Clean Line shall take those comments, objections, and concerns into account when finalizing the Close-Out Report and the summary of the Close-Out Report. Failure by DOE or the Consulting Parties to respond no later than 45 calendar days after receipt shall not preclude Clean Line from finalizing the Close-Out Report and the summary of the Close-Out Report. If DOE or a Consulting Party objects to all or part of the Close-Out Report or the summary of the

Close-Out Report, DOE shall consult with the objecting party or parties and Clean Line to resolve the objection(s) within 20 calendar days. If the parties have not resolved the objection within 20 calendar days, DOE will consider the concerns expressed by the Consulting Parties, render a decision on whether and how to modify the Close-Out Report or the summary of the Close-Out Report, and notify the Consulting Parties of that decision no more than 14 calendar days after the 20-calendar-day period ends. Clean Line shall submit the final Close-Out Report to DOE and the Consulting Parties. No later than 15 calendar days after receipt of the final Close-Out Report, DOE shall notify Clean Line with any remaining comments on the Close-Out Report. If substantive issues remain after this process, the objecting party or parties may invoke the dispute resolution process in Stipulation XIII below to address those substantive issues.

XIII. Dispute Resolution

For all disputes regarding this PA except Stipulations VI.D, XII.A, and XII.D, the process described below will apply. Additionally, where substantive issues remain with respect to Stipulations VI.D.1, VI.D.3, XII.A, and XII.D, the following will apply:

A. Objections

If any Consulting Party to this PA objects in writing to DOE regarding any action carried out or proposed with respect to this PA or to implementation of this PA, DOE will consult with the objecting Consulting Party, with notification to the other Consulting Parties, to resolve the objection. Within 30 calendar days of receiving notice of the objection from DOE, any other Consulting Party may respond in writing to the objection, with a copy to all Consulting Parties.

B. Objection Resolution

After initiating such consultation and reviewing any responses to the objection, DOE shall determine within 30 calendar days whether the objection can be resolved through consultation. If DOE determines that the objection cannot be resolved through consultation, it shall take the following steps:

1. DOE shall forward all documentation relevant to the dispute, including DOE's proposed resolution, to the ACHP. The ACHP will have the opportunity to provide DOE with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. DOE shall make a decision on the dispute within 30 calendar days after receiving advice from ACHP.

2. DOE's final decision on the dispute will be in writing and will include a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Consulting Parties, and DOE shall provide a copy of this written response to all Consulting Parties, including the ACHP.

3. Implementation of this PA will then proceed according to DOE's final decision.

C. Public Objections

If an objection pertaining to this PA is raised by a member of the public at any time during implementation of the stipulations contained in this PA, DOE shall notify the Consulting Parties and take the objection into account, and consult with the Consulting Parties to resolve the objection if DOE decides that such consultation is appropriate.

D. Timeline

If the ACHP does not provide its advice regarding the dispute within 30 calendar days, DOE may make a final decision on the dispute and proceed accordingly. DOE's final decision on the dispute will be in writing and include a written response that takes into account any timely comments regarding the dispute from the Consulting Parties. DOE shall provide a copy of such written response to all Consulting Parties, including the ACHP.

E. Responsibilities

The responsibilities of each Consulting Party to carry out all other actions according to the terms of this PA that are not subject of the dispute remain unchanged.

F. Objection Resolution Requiring Amendment

Any resolution of an objection requiring changes to this PA will follow the amendment procedure at Stipulation XV.

G. Objections concerning Eligibility for the NRHP

Notwithstanding the above, any objections or disputes concerning eligibility of properties for the NRHP will be resolved by the Keeper of the NRHP in accordance with 36 CFR Part 63.

XIV. Duration

Notwithstanding Stipulation XVI.A, this PA will continue in full force and effect until completion of construction and restoration activities for the proposed Project or a period of seven years, whichever occurs first, unless previously terminated in accordance with Stipulation XVI, or another agreement is executed for the undertaking in compliance with NHPA Section 106, which supersedes this PA. In addition, this PA will be terminated if construction on the proposed Project has not been initiated within five years from the date of execution of this PA.

At any time in the three-month period prior to the automatic termination of the PA, any Consulting Party to this PA may request in writing that the other Consulting Parties consult to consider an extension of this PA. Any extension will be considered an amendment to the PA and will be made effective according to Stipulation XV.

XV. Amendments

Any Signatory or Invited Signatory may propose in writing to the other Signatories or Invited Signatories that the PA be amended, whereupon the Signatories, Invited Signatories, and Consulting Parties will consult in order to consider such amendment. The amendment will be effective on the date a copy signed by the Signatories and Invited Signatories, who have signed this PA prior to the proposed amendment, is filed with the ACHP.

XVI. Withdrawal and Termination

A. Withdrawal

1. Any Signatory or Invited Signatory who signs this PA may withdraw from this PA after first providing the other Consulting Parties written notice that explains the reasons for withdrawal and providing them an opportunity to consult regarding amendment of the PA to prevent withdrawal. Withdrawal from this PA by a Signatory or Invited Signatory will require DOE to comply with 36 CFR Part 800 Subpart B with respect to the withdrawing Signatory in lieu of this PA.

2. Withdrawal from this PA by a SHPO will require DOE to comply with 36 CFR Part 800 Subpart B with respect to all undertakings on or affecting lands under the jurisdiction of that SHPO in lieu of this PA. In this instance, the ACHP will be notified by DOE and ACHP will determine whether ACHP will act on behalf of the withdrawing SHPO.

3. This PA shall remain in full force and effect with regard to all non-withdrawing parties.

B. Termination

1. If any Signatory or Invited Signatory who signs this PA determines that the terms of this Agreement will not or cannot be carried out, that party shall immediately consult with the other Consulting Parties and make a good faith effort to develop an amendment per Stipulation XV. If within 30 calendar days an amendment cannot be reached (or such longer period as is agreed to by the Signatories and Invited Signatories who sign this PA), any Signatory or Invited Signatory who signed this PA may terminate the PA upon written notification to the other Signatories and Invited Signatories, with a copy to the Consulting Parties.

2. In the event this PA is terminated, and to the extent feasible prior to continuing to implement the undertaking, DOE must either (a) execute a new agreement pursuant to 36 CFR §800.14(b)(3), (b) revert to and proceed at the appropriate point of the phased process for identification and evaluation directly under 36 CFR §§800.4, 800.5, and 800.6, or (c) if identification and evaluation are

complete, request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7.

XVII. Anti-Deficiency Act and Funding

Should DOE decide to participate in the proposed Project, DOE's obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. DOE shall implement the stipulations set forth in this PA through a separate funding agreement, as appropriate. DOE will make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs DOE's ability to implement the stipulations of this agreement, DOE will consult in accordance with the amendment and terminations procedures found at Stipulations XV and XVI.B of this agreement.

XVIII. DOE, Federal Agencies, and DOE's Undertaking

A. DOE Participation

Should DOE decide to participate in the proposed Project, DOE shall condition its participation on Clean Line's compliance with the terms of this PA, or the provisions of 36 CFR 800 Subpart B, if this PA is terminated. This condition on DOE's participation may be implemented by means of the decision document issued pursuant to the National Environmental Policy Act (i.e., the Record of Decision) or other relevant, subsequent agreement(s) between DOE and Clean Line concerning the undertaking.

B. DOE Withdrawal

At any time after the Effective Date of this PA, if DOE decides not to participate in the proposed Project, the remaining Signatories and Clean Line will maintain the option to terminate or amend to continue the PA with respect to all or part of the proposed Project if a Federal agency that is a Signatory would still consider issuing permits or authorizations that constitute an undertaking for the Project.

C. Addition of Federal Agencies in the Future

At any time after the Effective Date of this PA, should a Federal agency that did not participate in DOE's Section 106 consultation that resulted in this PA determine that it has an undertaking related to the proposed Project, such Federal agency may become a Signatory to this PA, through the amendment process set forth in stipulation XIV above, and implement its terms to evidence its compliance with Section 106.

D. Addition of Indian Tribe or Nation in the Future

At any time after the Effective Date of this PA, an Indian Tribe or Nation, which attaches religious and cultural significance to historic properties that may be affected by the undertaking and which did not participate in consultation to develop this PA, may request of DOE to join this PA, through the amendment process set forth in stipulation XIV above, and implement its terms to evidence its compliance with Section 106.

XIX. General Provisions and Scope of Agreement

1. This PA is neither intended nor shall be construed to diminish or affect in any way the right of any consulting Tribe or Nation to take any lawful action to protect Native American graves from disturbance or desecration, to protect archaeological sites from damage, or to protect the consulting Tribe or Nation's rights under cemetery and Native American graves protection laws or other applicable laws.

2. This PA in no way restricts any Signatory or Invited Signatory from participating in any activity with other public or private agencies, organizations, or individuals, except as provided for in Stipulation IV of this PA. This PA will be subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements.

3. Sovereign Immunity: No Federal, State, or Tribal government waives sovereign or governmental immunity by entering into this PA, and all retain immunities and defenses provided by law with respect to any action based on or occurring as a result of the PA.

4. Severability: Should any portion of this PA be judicially determined by a court established by Article III of the U.S. Constitution to be illegal or unenforceable, the remainder of the PA shall continue in full force and effect, and any Signatory or Invited Signatory may initiate consultation with the other Consulting Parties to consider the renegotiation of the term(s) affected by the severance in accordance with Stipulation XV, Amendments.

5. Assumption of Risk of Liability: Each Signatory and Invited Signatory to this PA assumes the risk of any liability arising from its own conduct. Each Signatory and Invited Signatory agrees they are not obligated to insure, defend, or indemnify any other Signatory or Invited Signatory to this PA. Nothing in this stipulation modifies any person's ability under the Administrative Procedure Act or the National Historic Preservation Act to bring an action or suit related to this undertaking or this agreement.

XX. Execution of Agreement

A. Signatures and Effective Date

This PA shall be effective on the date of the signature of the last Signatory ("Effective Date"). All other parties listed below as Invited Signatories shall only become parties to this Agreement upon their execution thereof. Any Invited Signatory listed below who does not execute this Agreement shall have no further rights or obligations pursuant to this Agreement but shall continue to be considered as a Consulting Party. DOE will ensure that each Consulting Party is provided with a copy of the fully executed PA.

B. Execution

Execution of this PA by DOE, ACHP, Tribes or Nations, and SHPOs will be considered to be an agreement pursuant to 36 CFR §800.6(c) and demonstrates compliance with Section 101(d)(6)(B) of the NHPA (54 USC §302706[b]) as regards consultation with Indian tribes that attach religious and cultural significance to historic properties that may be affected by the proposed undertaking. Execution and implementation of the terms of this PA demonstrate that DOE, TVA, and BIA have afforded the ACHP an opportunity to comment on the proposed undertaking and its effect on historic properties and that DOE, TVA, and BIA have taken into account the effect of the undertaking on historic properties in accordance with Section 106 of the NHPA, 54 USC §306108.

XXI. Appendices

Appendices (in addition to those described in the PA above):

A. Consulting Tribes or Nations' areas of interest by map or by county
B. List of municipalities and counties contacted
C. List of Consulting Parties
D. Points of Contact Lists
E. Historic Properties Identification Plan
F. Historic Properties Treatment Plan

SIGNATORIES

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

UNITED STATES DEPARTMENT OF ENERGY

By: Elizabeth Sherwood-Randall Date: December 2, 2015

Dr. Elizabeth Sherwood-Randall / Deputy Secretary of Energy (agency official)

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

UNITED STATES DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION

By: _____ Date: 12/2/15

Scott Carpenter / Administrator

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: 12/7/15

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

TENNESSEE VALLEY AUTHORITY

By: Wilhoue C. Markham Jr Date: 12/1/15

Name/Position:
Federal Preservation Officer

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, EASTERN OKLAHOMA REGION

By: _____ Date: 12-7-15

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

By: Bob Blackburn Date: 12/2/15

Dr. Bob L. Blackburn/State Historic Preservation Officer

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

OKLAHOMA ARCHAEOLOGICAL SURVEY

By: _____ Date: 12/2/15

Dr. Robert L. Brooks/State Archaeologist

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

ARKANSAS STATE HISTORIC PRESERVATION OFFICE

By: Stacy Hurst Date: 12-4-15

Stacy Hurst/State Historic Preservation Officer

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

TENNESSEE STATE HISTORIC PRESERVATION OFFICE

By: Claudette for DSHPO Date: 12/3/2015

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

TEXAS STATE HISTORIC PRESERVATION OFFICE

By: Mark Wolfe Date: 12/5/15

Name/Position: Mark Wolfe/SHPO

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

CHEROKEE NATION

By: Dan Hill Date: 12-3-15

Name/Position: Secretary of Natural Resources

INVITED SIGNATORIES

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

ABSENTEE-SHAWNEE TRIBE OF INDIANS OF OKLAHOMA

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

CHICKASAW NATION

Nothing contained in this Agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents.

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

CHOCTAW NATION OF OKLAHOMA

By: _____ Date: _____

Gary Batton/Chief

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

IOWA TRIBE OF OKLAHOMA

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

MUSCOGEE (CREEK) NATION

By: _____ Date: _____

George Tiger/Principal Chief

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

OSAGE NATION

By: _____ Date: _____

Geoffrey M. Standing Bear/Principal Chief

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

QUAPAW TRIBE OF OKLAHOMA

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

SAC AND FOX NATION

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

THLOPTHLOCCO TRIBAL TOWN

By: _____ Date: _____

George Scott/Town King

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

WICHITA AND AFFILIATED TRIBES

By: _____ Date: _____

Name/Position:

PROGRAMMATIC AGREEMENT

AMONG THE

U.S. DEPARTMENT OF ENERGY,
SOUTHWESTERN POWER ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
TENNESSEE VALLEY AUTHORITY,
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS,
EASTERN OKLAHOMA REGION
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
OKLAHOMA ARCHAEOLOGICAL SURVEY,
ARKANSAS STATE HISTORIC PRESERVATION OFFICE,
TENNESSEE STATE HISTORIC PRESERVATION OFFICE,
TEXAS STATE HISTORIC PRESERVATION OFFICE,
AND
CHEROKEE NATION

REGARDING THE PROPOSED PLAINS &EASTERN CLEAN LINE TRANSMISSION PROJECT PLANNING AND CONSTRUCTION PHASES

PLAINS AND EASTERN CLEAN LINE LLC AND PLAINS AND EASTERN CLEAN LINE OKLAHOMA LLC

By: _____ Date: 12/3/15

Name/Position: Michael Skelly / President