

**PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT, SALT LAKE FIELD OFFICE,
UTAH,
THE UTAH STATE HISTORIC PRESERVATION OFFICE,
ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
CASTLE ROCK LAND and LIVESTOCK COMPANY and
SKULL VALLEY COMPANY, LTD
REGARDING
NATIONAL HISTORIC PRESERVATION ACT RESPONSIBILITIES
FOR THE SKULL VALLEY LAND EXCHANGE**

WHEREAS, The Castle Rock Land And Livestock Company and Skull Valley Company (Proponents) propose a land exchange, which is an undertaking as defined under 36 CFR Part 800.16(y) (Undertaking), with the United States Department of the Interior (USDI), Bureau of Land Management, Salt Lake Field Office (BLM) pursuant to Section 206 of the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1716), as amended, in order to consolidate the scattered land ownership pattern in and around the Skull Valley area of Tooele County, Utah; and

WHEREAS, an ATI is an Agreement to Initiate a land exchange. An ATI is drafted as a part of completing the initial evaluation and feasibility report for a land exchange proposal. An ATI is not executed until after approval of the feasibility report by the BLM Deputy Director. The purpose of the ATI is to document the roles, responsibilities, and time frames for processing the land exchange. An ATI is non-binding and can be amended if needed to reflect changes in time schedules and responsibilities for processing of the land exchange; and

WHEREAS, the BLM is the lead Federal agency for compliance with Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 300101 , and its implementing regulations, 36 CFR Part 800.16(y), and has determined that it is a Federal Undertaking that may have effects or unknown effects on historic properties; and

WHEREAS, Federal agencies consult with the Utah State Historic Preservation Officer (SHPO) to ensure that historic properties are taken into consideration at all levels of project planning and development for undertakings that may affect historic properties pursuant to 36 CFR 800.2(c)(1); and

WHEREAS, BLM, in consultation with the SHPO, agreed to develop this Programmatic Agreement (Agreement) pursuant to 36 CFR 800.14(b)(ii) because the effect on historic properties cannot be fully determined prior to approval of this Undertaking; and SHPO is a Signatory to this Agreement; and

WHEREAS, the BLM notified the Advisory Council on Historic Preservation (ACHP) pursuant to the *Programmatic Agreement among the Bureau of Land Management, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers regarding the Manner in which the BLM will meet its Responsibilities under the National Historic Preservation Act*, and the ACHP has elected to participate in the consultation process and is a Signatory to this Agreement; and

WHEREAS, BLM invited the following tribal governments to consult regarding the development of this Agreement: Confederated Tribes of the Goshute Reservation, Nevada and Utah (CTGR); Skull Valley Band of Goshute Indians of Utah; Northwestern Band of Shoshoni Nation; Ute Indian Tribe of the Uintah & Ouray Reservation, Utah; and the Paiute Indian Tribe of Utah (Tribes); and

WHEREAS, the Skull Valley Band of Goshute Indians of Utah and the CTGR have participated in consultation and have been invited to be a Signing Consulting Party to this Agreement pursuant to 800.6(c)(1), 800.6(c)(2), and 800.6(c)(3); and

WHEREAS, the Proponents have participated in consultation and have been invited to be an Invited Signatory to this Agreement; and

WHEREAS, BLM has invited the following individuals or organizations to be Consulting Parties in the development of this Agreement: Oregon-California Trails Association (OCTA), Lincoln Highway Association, Utah, Utah Public Lands Policy Coordination Office (Utah PLPCO), National Pony Express Association (NPEA), Southern Utah Wilderness Alliance (SUWA), Utah Professional Archaeological Council (UPAC), Iosepa Historical Society, Tooele County, and the National Park Service (NPS); and

WHEREAS, the BLM, in consultation with OCTA, Lincoln Highway Association, Utah PLPCO, NPEA, SUWA, NPS, AND Tooele County developed this Agreement; and

WHEREAS, the Area of Potential Effects (APE) for the Undertaking includes the Federal land leaving Federal ownership within the exchange area. The APE is depicted in Appendix A; and

WHEREAS, the Proponents funded all cultural resources work required under this Agreement, including the following tasks completed by a cultural resource consultant (Consultant): literature reviews, pedestrian inventories, Class II - Probabilistic Field Survey, preparation of draft and final reports, preparation and implementation of the Historic Properties Treatment Plan (HPTP), and analysis; and

WHEREAS, the Consultant prepared a literature review summarizing known cultural resources; including prehistoric and historic archaeological sites, traditional cultural properties (TCP), and historic architectural properties inside the APE. The sources for this data included archaeological and sites files maintained by the BLM and the Utah Division of State History, General Land Office maps, current United States Geological Survey maps, the National Register of Historic Places (NRHP), and published historical documents concerning this area; and

WHEREAS, the Consultant completed a Class II surface inventory to identify historic properties within the APE. The inventory was based on a probabilistic sampling approach utilizing a model employing soil type, proximity to water, and vegetation. These variables were integrated so as to allow the APE to be subdivided into areas (or strata) exhibiting high or low probability of containing archaeological sites. Specific locations for surface inventory within each of the strata were randomly selected (a stratified random sample). The stratified random sampling approach helps to ensure that the results of the inventory were statistically representative of the entire APE. This approach allows inferences to be made about those portions of the APE that were not inventoried; and

WHEREAS, the Consultant completed a Class II inventory report. This report included a literature review, inventory methods, findings, and site eligibility recommendations for the NRHP and determinations of effect; and

WHEREAS, the BLM is responsible for all NRHP eligibility determinations, the BLM took into consideration the consultants recommendations; and

WHEREAS, the BLM consulted with SHPO and Consulting Parties regarding the NRHP eligibility determinations for historic properties within the APE that were identified in the Consultant's Class II surface inventory report pursuant to 36CFR800.4(c); and

WHEREAS, this Undertaking will have adverse effects on known historic properties as well as unknown effects in those portions of the APE that were not inventoried; and

WHEREAS, the terms used in this Agreement are consistent with the definitions found in 36 CFR Part 800.16 and the most current versions of *BLM 8110 Manual Identifying and Evaluating Cultural Resources* and *BLM Utah's Guidelines for Identifying Historic Properties Handbook 8110* (8110 Manual and Handbook); and

WHEREAS, the Consultant prepared a Historic Properties Treatment Plan (HPTP) that addresses any adverse effects and unknown effects of the proposed Undertaking on historic properties (including TCPs). The HPTP is attached as Appendix B to this Agreement. The HPTP identifies the nature of the effects to which each historic property will be subjected, and the treatment strategies proposed to avoid, minimize or mitigate the effects of the Undertaking. The HPTP may not be implemented before BLM has issued an Archaeological Resources Protection Act (ARPA) permit and Utah PLPCO has issued a Utah Code Section 9-8-305 permit authorizing the investigations required by the HPTP; and

WHEREAS, the HPTP addresses mitigation of unknown effects in uninventoried portions of the APE. The strategies for accomplishing this entail public education focusing on the archaeology/culture history of Skull Valley. The purpose of this effort is to provide the public with an understanding of the importance of the cultural resources within the Skull Valley area. This approach includes, but is not limited to: monographs, presentations developed through the BLMs "Project Archaeology" program, videos and signage; and

WHEREAS, the Signatories, Invited Signatories, and Signing Consulting Parties (a Consulting Party that signs this Agreement) were invited to meaningfully engage in the development of the HPTP. Site specific treatment options and selection of representative sites for a focused data recovery strategy based on archaeological needs were incorporated into the HPTP; and

WHEREAS, the final HPTP was submitted to the SHPO. The HPTP was revised to address comments; and

NOW, THEREFORE, the Signatories, Invited Signatories and Signing Consulting Parties agree that the Undertaking shall be administered in accordance with the following stipulations:

STIPULATIONS

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

1. The BLM shall coordinate overall actions required under this agreement as specified herein. The BLM, Salt Lake Field Office, will be the overall project contact.
2. The BLM will continue to consult with all appropriate tribal governments regarding the implementation of its NHPA Section 106 responsibilities in accordance with 36 CFR 800.2(c)(2)
3. As a demonstration of commitment to fund monitoring, curation, and other mitigation activity associated with implementation of the HPTP, Proponents shall deposit into escrow an amount equal to the HPTP Costs, to be released at the closing to the BLM and held by the BLM to implement the HPTP according to the terms of the HPTP pursuant to the ATI.
4. The BLM will ensure that all work undertaken to satisfy the terms of this Agreement meets the Secretary of Interior's Standards and Guidelines for Archeological and Historic Preservation (48 FR 44716-44742, September 23, 1983) (the Secretary's Standards) and takes into consideration the ACHP's *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites* and Guidelines for Evaluating and Documenting Traditional Cultural Properties, *National Register Bulletin 38*, 1989, as incorporated by reference herein. The BLM will also ensure that the work is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualifications standards set forth in the Secretary's Standards.
5. Following the closing of the land exchange, the implementation of the HPTP will be commenced and completed within 10 years of the last Signatories signature on this Agreement.
6. If human remains are discovered all activities will cease immediately and the protocols outlined in the Native American Graves Protection and Repatriation Act (NAGPRA) and applicable state law will be implemented.

7. The BLM shall ensure that all collections and associated records resulting from identification and data recovery efforts are curated in accordance with 36 CFR 79. Collections that may be repatriated in accordance with the provisions of the NAGPRA and applicable state laws will be curated in accordance with 36 CFR 79 until they have been repatriated. The Consultant will provide a written agreement with the approved curation facility for the curation of collections and associated records prior to treatment of historic properties.
8. Dispute Resolution. Should any Signing Consulting Party to this Agreement object, in writing, within 30 days to any actions pursuant to this Agreement, the BLM shall consult with the objecting party to resolve the objection. If the BLM determines that the objection cannot be resolved, the BLM shall forward all documentation relevant to the dispute to the ACHP. Within 30 days after receipt of all pertinent documentation, the ACHP will either:
 - A. Provide the BLM with recommendations, which the BLM will take into consideration in reaching a final decision regarding the dispute; or
 - B. Notify the BLM that it will comment pursuant to 36 CFR Part 800.7(c)(1), and proceed to comment. Any ACHP comment provided in response to such a request will be taken into consideration by the BLM with reference to the subject of dispute.

Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute; the BLM's responsibility to carry out all actions under this Agreement that is not the subject of the dispute will remain unchanged.
9. Signatories and Invited Signatories that sign this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.14 to consider such amendment.
10. Term and Termination. This Agreement shall be effective as of the last Signatories signature and the Agreement will automatically terminate on the tenth anniversary thereof unless each of the Signatories agree to extend the term hereof. Any of the Signatories may terminate this Agreement by providing 30 days notice to the other Signing Consulting Parties, provided that the Signing Consulting Parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of a termination, the BLM will comply with 36 CFR Part 800.3 through 800.7 with regard to individual actions covered by this agreement.

Execution and implementation of this Agreement evidences that the BLM has satisfied its Section 106 responsibilities for all individual activities involved in the project.

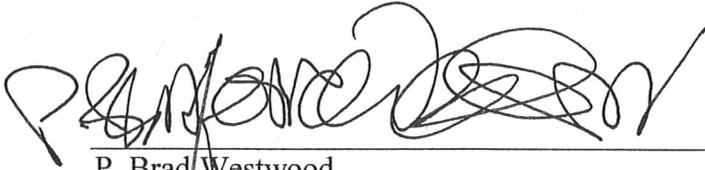
SIGNATORIES:



Michael D. Gates
District Manager
Bureau of Land Management, West Desert District

February 16, 2016

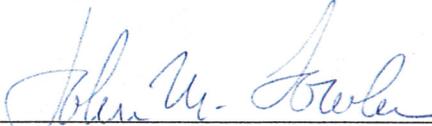
Date



P. Brad Westwood
Deputy State Historic Preservation Officer
Utah State Historic Preservation Office

February 16, 2016

Date



John M. Fowler
Executive Director
Advisory Council on Historic Preservation

3/8/16

Date

INVITED SIGNATORIES:

CASTLE ROCK LAND AND LIVESTOCK,
By: CFR-CR, L.C., as General Partner

By: Christopher F. Robinson, Mgr.

February 16, 2016

Christopher F. Robinson
Manager

Date

Castle Rock Land and Livestock Company, a Utah general partnership

Skull Valley Company, LTD
By: Robinson SUGSP, L.C., as GP

By: Christopher F. Robinson, Mgr.

February 16, 2016

Christopher F. Robinson
Manager

Date

Skull Valley Company, Ltd., a Utah limited partnership