

**City of Carson City  
Agenda Report**

**Date Submitted:** May 8, 2012

**Agenda Date Requested:** May 17, 2012  
**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department - Open Space Division

**Subject Title:** For possible action to authorize staff to execute a programmatic agreement between the Sierra Front Field Office of the Carson City Bureau of Land Management and the Nevada State Preservation Office regarding the conveyance to Carson City of the 5,482 of public lands as mandated by the Omnibus Public Lands Management Act of 2009 and 489 acres of private property. (Juan F. Guzman / Roger Moellendorf / Mike Drews)

**Staff Summary:** The Omnibus Public Lands Management Act of 2009 and the use of the Southern Nevada Public Land Management Act - Parks Trails and Natural Areas grant for the Bently acquisition in the Carson River Canyon require compliance with the Historic Preservation Act and the transfer from the federal government to Carson City of the partial jurisdiction in order to comply with laws regulating the stewardship of cultural resources. This three party agreement provides for procedures to comply with these requirements.

**Type of Action Requested:** (check one)

- Resolution                       Ordinance  
 Formal Action/Motion    Other (Specify)

**Does This Action Require A Business Impact Statement:**    Yes    No

**Recommended Board Action:** I move to to authorize staff to execute a programmatic agreement between the Sierra Front Field Office of the Carson City Bureau of Land Management and the Nevada State Preservation Office regarding the conveyance to Carson City of the 5,482 of public lands as mandated by the Omnibus Public Lands Management Act of 2009 and 489 acres of private property.

**Explanation for Recommended Board Action:** With the transfer of lands from the Bureau of Land Management to Carson City comes a partial requirement to comply with laws pertaining to the stewardship of cultural resources. The attached agreements provide for the authority and procedures to accomplish this mandate.

**Applicable Statute, Code, Policy, Rule or Regulation:**

Omnibus Public Land Management Act of 2009  
Historic Preservation Act

**Fiscal Impact:** Undetermined

**Explanation of Impact:** To be absorbed by staff's daily operations. There will be a cost of a consulting archeologist to be absorbed from the Professional Services account.

**Funding Source:** Open Space accounts

**Alternatives:** Not to approve

**Supporting Material:**

Draft agreements  
Maps

**Prepared By:** Juan F. Guzman Date: 5/8/12  
Juan F. Guzman, Open Space Manager

**Reviewed By:** Roger Moellendorf Date: 5/8/12  
Roger Moellendorf, Parks & Recreation Director

Lawrence A. Werner Date: 5/8/12  
Lawrence A. Werner, City Manager

District Attorney's Office Date: 5/8/12

Finance Department Date: 5/8/12

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay  
2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**PROGRAMATIC AGREEMENT  
BETWEEN  
THE SIERRA FRONT FIELD OFFICE OF THE BUREAU OF LAND MANAGEMENT,  
THE CONSOLIDATED MUNICIPALITY OF CARSON CITY,  
AND THE NEVADA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE CONVEYANCE TO CARSON CITY, NEVADA  
OF  
5,452 ACRES OF PUBLIC LANDS  
AS MANDATED BY THE OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009  
AND  
489 ACRES of PRIVATE PROPERTY**

**WHEREAS**, the Sierra Front Field Office of the Bureau of Land Management (BLM) shall convey to the Consolidated Municipality of Carson City (Carson City) 5,452 acres of public lands to comply with the Omnibus Public Land Management Act of 2009 (OPLMA), Public Law 111-11, Title II, Subtitle G, Section 2601 “Carson City, Nevada, Land Conveyances” (hereinafter referred to as “the OPLMA conveyance” or Undertaking); and

**WHEREAS**, Carson City will use federal grant funding to purchase 489 acres of private land (Assessor’s Parcel Number (APN) 010-011-24 and 010-011-25) identified in a Southern Nevada Public Land Management Act (SNPLMA, Public Law 105-263, as amended), Round 11 nomination as “CR01 Bently Property Acquisition Project” (hereinafter referred to as “the Bently Property (APN 010-011-24 and 010-011-25) conveyance” or Undertaking); and

**WHEREAS**, the BLM, in consultation with Nevada State Historic Preservation Officer (SHPO), has determined that the OPLMA conveyance and Bently Property (APN 010-011-24 and 010-011-25) conveyance are an undertaking as defined in 36 CFR § 800.16[y]); and,

**WHEREAS**, the BLM is responsible for ensuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 CFR § 800 for the Undertaking; and

**WHEREAS**, BLM has consulted with Carson City regarding the effects of the undertaking on historic properties, their financial and legal responsibilities under this agreement, and has invited them to sign this Programmatic Agreement (PA) as an Invited Signatory; and

**WHEREAS**, Carson City and BLM have signed a perpetual conservation agreement to preserve and protect natural and cultural values on the lands OPLMA refers to as the “Silver Saddle Ranch and Carson River Area” (Appendix A); and

**WHEREAS**, the 3,604 acres of public land identified in OPLMA as “Silver Saddle Ranch and Carson River Area” will be managed by Carson City as undeveloped open space for passive recreation, customary agricultural practices and wildlife protection, and the 1,848 acres of public

land identified in OPLMA as “(t)o Carson City for Parks and Public Purposes” will be managed by Carson City as undeveloped open space, or for other public purposes in accordance with the Recreation and Public Purposes Act (43 U.S.C. 869 et seq.); and

**WHEREAS**, the BLM, in consultation with SHPO, has defined the Area of Potential Effect (APE) for the Undertaking as the 5,452 acres of public lands (OPLMA conveyance), and 489 acres of private lands (Bently Property (APN 010-011-24 and 010-011-25) conveyance) to be conveyed to Carson City (Appendix B); and

**WHEREAS**, cultural resources eligible for inclusion on the National Register of Historic Places (NRHP), (hereinafter referred to as “historic properties”), are present on the lands to be conveyed (Appendix C); and

**WHEREAS**, the BLM has determined that the OPLMA conveyance would adversely affect historic properties by conveying them out of federal control, and has consulted with the SHPO pursuant to Section 106 of the NHPA; and

**WHEREAS**, portions of the OPLMA conveyance and Bently Property (APN 010-011-24 and 010-011-25) conveyance areas have not been subject to cultural resources field inventory, and it is not known whether historic properties are present on these lands; and

**WHEREAS**, effects to historic properties in the APE cannot be fully determined and the BLM, SHPO, and Carson City desire to enter into this PA to set forth procedures to be followed in satisfaction of the BLM’s Section 106 responsibilities of the NHPA, for the Undertaking; and

**WHEREAS**, in accordance with 36 CFR §800.14(b), the BLM has invited the Advisory Council on Historic Preservation (ACHP), to participate in the development and execution of this PA and the ACHP has declined to participate; and

**WHEREAS**, the BLM has consulted with the Washoe Tribe of Nevada and California (Washoe Tribe) concerning properties of traditional cultural and religious significance and the effects of the undertaking on historic properties, and, pursuant to 36 CFR § 800.14(b) (2) (i), has invited the Tribe to sign this PA as a concurring party, with the Tribe choosing to participate in this PA; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(4) and 36 CFR § 800.14(b)(2)(ii), the BLM has notified the public of the Undertaking and provided an opportunity for members of the public to express their views on the conveyances, the development of the PA, and the Section 106 process; and

**WHEREAS**, this PA covers all aspects of the planning, development, and implementation of future actions Carson City may initiate on the OPLMA conveyance and Bently Property (APN 010-011-24 and 010-011-25) conveyance lands; and

**WHEREAS**, any other federal assistance or permits necessary for the completion of projects in the APE will require the responsible federal agency to comply with Section 106 of the NHPA, 16 U.S.C. § 470f, and its implementing regulations, 36 CFR § 800 for the project;

**NOW THEREFORE**, the signatories agree that implementation of this PA shall be administered in accordance with the following stipulations to ensure that adverse effects to historic properties will be avoided, or the effects mitigated to the extent practicable, and to satisfy the BLM's NHPA Section 106 responsibilities for all aspects of the Undertaking.

## **I. PURPOSE AND INTENT**

The public and private lands described above will be conveyed to Carson City for the Open Spaces program and for other public purposes in accordance with the Recreation and Public Purposes Act. These include, but are not limited to, the facilitation and enhancement of passive recreational use, construction and maintenance of trailhead facilities and trails, reduction of hazardous fuels, maintenance or reconstruction of structures or Silver Saddle Ranch buildings, and the designation of motorized vehicles routes and staging areas. Some of the conveyed lands have been inventoried for cultural resources and contain historic properties, while some of those lands have not been inventoried and it is unknown whether historic properties are present. Future development and use of these lands may have an adverse effect on historic properties. The purpose of this PA is to establish procedures to be followed by Carson City to satisfy BLM responsibilities under Section 106 of the NHPA.

## **II. ROLES AND RESPONSIBILITIES**

- A. The BLM, with the assistance of Carson City and in consultation with SHPO, is responsible for ensuring that all stipulations of this PA are carried out as appropriate. The Carson City District Manager is the BLM Authorized Officer for the Undertaking. The Authorized Officer, or their designee, is the point of contact for BLM.
- B. The mayor of Carson City, or their designee, is the point of contact for Carson City. Carson City will notify all signatories of the name and title of the point of contact by January 31 of each year or whenever the assignment changes, whichever comes first.
- C. Pursuant to NRS 383.430, Carson City shall be responsible for all expenses associated with carrying out the provisions of this PA, except for costs incurred by BLM or SHPO during fulfillment of the responsibilities assigned to them in this PA.
- D. Carson City shall be responsible for ensuring that all parties to this agreement are provided with an adequate opportunity to comment, in accordance with the following stipulations of this PA, on all proposed development, rehabilitation, or maintenance activities on lands in the OPLMA conveyance and the Bently Property conveyance. Carson City shall ensure that the process outlined in following stipulations is initiated early in the project's planning, so that a broad range of alternatives may be considered during the planning process for the project.

- E. The BLM, with the assistance of Carson City and in consultation with SHPO, will ensure that all work undertaken to satisfy the terms of this PA meets the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44742, September 23, 1983) (Standards) and takes into consideration the ACHP's *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites* (May 1999), the *BLM Nevada Guidelines and Standards for Archaeological Inventory, 5<sup>th</sup> edition* (BLM Guidelines) or any subsequent edition issued by BLM, the NRHP's *Guidelines for Evaluating and Documenting Traditional Cultural Properties* (National Register Bulletin 38, 1989), and any other applicable guidelines or standards.
- F. The BLM, with the assistance of Carson City and in consultation with SHPO, shall ensure that ethnographic, historic, architectural, and archaeological work conducted pursuant to this PA is carried out by or under the direct supervision of persons meeting qualifications set forth in the *Secretary of the Interior's Professional Qualifications Standards* (currently available at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)) and who have been permitted for such work, as necessary, by the BLM Nevada State Office.
- G. The Silver Saddle Ranch and Carson River portions of the OPLMA conveyance lands will be managed in accordance with the *Conservation Easement of the Silver Saddle Ranch and Carson River Area*, incorporated here as Appendix A.
- H. The signatories agree that the *State Protocol Agreement between the Bureau of Land Management, Nevada and the Nevada State Historic Preservation Office for Implementing the National Historic Preservation Act, Finalized October 26, 2009* (Protocol), or any future edition, except as amended here, will be utilized for this PA. This Protocol is incorporated by reference.

### III. IDENTIFICATION

- A. Prior to authorizing any ground-disturbing activity within the Undertaking APE, Carson City shall consult with SHPO to determine the project APE and the need for inventory. Concurrent notification of this consultation, including copies of maps and project APE description, will be sent by Carson City to BLM for their records.
- B. SHPO will notify Carson City and BLM of its determination, as to whether the project APE has been adequately inventoried or additional inventory is necessary, within the time frame found in Stipulation VI.
- C. Concurrent to the consultation with SHPO described in item A, Carson City shall seek input from the Washoe Tribe to identify properties of traditional religious or cultural importance. Procedures for seeking Tribal input are specified in Appendix D. Information on the location and nature of all cultural resources or information considered proprietary by the Washoe Tribe will be held confidential by Carson City, or their qualified consultant, to the extent provided by state law. Neither BLM nor Carson City

will disseminate this information beyond what is required to complete the Section 106 process as agreed to in this PA.

- D. If additional inventory is necessary, Carson City shall, in consultation with SHPO, ensure that the required identification activities are completed by Carson City's consulting archaeologist, or other qualified individuals as necessary. Identification activities may include, but are not limited to, archival research, context development, informant interviews, and archaeological, historic, or ethnographic inventories. Carson City shall ensure that all cultural resources are recorded in accordance with the BLM Guidelines or SHPO standards appropriate for the resource.

#### IV. ELIGIBILITY

- A. Carson City, through its qualified consultant and in consultation with SHPO and other consulting parties as necessary, shall evaluate all cultural resources recorded under this PA for eligibility to the NRHP based on an existing approved historic context or one that will be prepared. Concurrent notification of this consultation will be sent by Carson City to BLM for their records.
- B. Carson City shall seek input from the Washoe Tribe to evaluate the eligibility of properties of traditional religious and cultural importance within the project APE. Procedures for seeking Tribal input are specified in Appendix D. The results of Carson City's request for input will be submitted to the SHPO for review and to BLM for their records.
- C. Carson City shall provide final inventory and eligibility evaluation reports resulting from actions pursuant to this PA to SHPO, BLM, and the Tribe or other interested persons as appropriate.

#### V. TREATMENT

- A. To the extent practicable, Carson City shall, in consultation with SHPO, ensure that project activities avoid adverse effects to historic properties through project design or redesign, relocation of activities, or by other means in a manner consistent with the Protocol. The SHPO shall determine the precise nature of effects to historic properties identified in the project APE, using the criteria of adverse effect found at 36 CFR § 800.5 and notify Carson City and BLM within the time frame found in Stipulation VI.
- B. When avoidance is not feasible and data recovery or other mitigation is proposed to reduce project-related adverse effects to historic properties, the BLM, in consultation with the SHPO, shall ensure that Carson City develops a Data Recovery/Treatment Plan (Plan) that is consistent with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-37), *Treatment of Historic Properties: A Handbook* (Advisory Council on Historic Preservation 1980) and ACHP's *Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites* (June 17, 1999). BLM shall submit the Plan to SHPO. BLM

will concurrently provide Washoe Tribe and interested parties, as appropriate, with a copy of the Plan.

- C. BLM shall ensure that the Washoe Tribe has the opportunity to provide input on effects to historic properties of traditional religious and cultural importance and shall provide any tribal input to SHPO. BLM, in cooperation with the Washoe Tribe and SHPO, shall determine the appropriate treatment to avoid or minimize adverse effects to historic properties of traditional religious and cultural importance.
- D. For properties eligible under NRHP criteria (a) through (c), mitigation other than data recovery may be considered in the treatment plan. Examples of this type of mitigation include Historic American Buildings Survey/Historic American Engineering Record recording, oral history, historic markers, exhibits, interpretive brochures or publications.
- E. BLM shall ensure that Carson City maintains all records and materials resulting from treatment efforts until the final treatment report is complete. All human remains and associated artifacts found on the conveyed lands will be handled according to the provisions of NRS 383. All materials collected will be maintained in accordance with 36 CFR Part 79 or 43 CFR Part 10, until the final treatment report is complete and collections are curated at the Nevada State Museum (NSM). Carson City, or their contractor, shall provide proof of a current curation agreement to BLM within two weeks of BLM acceptance of the final reports.
- F. BLM shall ensure that Carson City provides all final archaeological reports resulting from actions pursuant to this PA to SHPO, BLM, and the Tribe or other interested persons as appropriate. All such reports shall be consistent with contemporary professional standards and the *Secretary of Interior's Formal Standards for Final Reports of Data Recovery Programs* (48 FR 447716-44740). Final reports will be submitted in both paper and electronic copies and will include digital copies of all associated data (e.g. GPS files, GIS data layers, digital photographs, etc.) per BLM Guidelines.

## VI. TIME FRAMES

- A. SHPO will review and comment on any document submitted by Carson City, through its contractor, within 30 calendar days of receipt.
- B. BLM shall submit the results of all treatment efforts, including discovery situations, and Treatment or Data Recovery Plans to the SHPO. The SHPO shall have 30 calendar days from their receipt to review and comment on any submission.
- C. A draft final report of all identification, evaluation, and treatment activities will be due to BLM from Carson City within nine months after the completion of the fieldwork associated with the activity unless otherwise negotiated. Final reports will be due 60 days after receiving BLM comments.



## **VII. DURATION**

This PA shall be effective on the date of the last signature below and shall remain in effect for a period of 30 years. If any signatory or concurring party proposes amendments or changes, Carson City will consult with the signatories and concurring parties to consider amendments or other actions to avoid termination.

## **VIII. POST-REVIEW DISCOVERY SITUATIONS**

Stipulations of this PA and Protocol are intended to identify and mitigate adverse effects to historic properties. Unplanned discoveries of buried cultural resources are not anticipated. In the case of an unplanned discovery of cultural resources, Carson City, in consultation with SHPO, BLM, and the Washoe Tribe, will ensure that provisions in Appendix E of this PA, the Protocol (Section VI.B), and the following stipulations are met.

Prior to initiating any ground disturbing activities within the project APE, all Carson City employees, contractors, and subcontractors empowered to halt activities in a discovery situation shall be informed about who to contact and under what time frame. At least one of these individuals will be present during any project field activities.

Activities within 100 meters of the discovery will be halted until the SHPO provides written concurrence that the provisions of Appendix E have been met and activities can resume.

Any disputes or objections arising during a discovery or unanticipated impact situation will follow the procedures in Stipulation XI.

## **IX. MONITORING AND REPORTING**

### **A. Monitoring**

1. Carson City will ensure that all historic properties identified in the undertaking APE (Appendix C) are monitored annually by an appropriate professional or Nevada Archaeological Site Steward approved by all Signatories.
2. Any signatory may independently monitor actions carried out pursuant to this PA or monitor historic properties in the undertaking APE (Appendix C).
3. Annual historic property monitoring will consist of collecting data to determine any change in the property's integrity and the rate at which the change is occurring. SHPO will provide a standardized site report for archaeological resources, or Historic Resources Inventory Form (HRIF) for architectural resources, for monitors to use.
4. Monitoring reports will be submitted by the consulting professional and/or Archaeological Site Steward annually to Carson City, who will provide a copy to all Signatories and Concurring Parties to the Agreement within 30 days of receipt.

5. If changes to the integrity of any historic property are noted, the Signatories and concurring Parties shall consult to determine what, if any, mitigation is needed and the timeframe for this activity (Stipulation IV).

#### B. Reporting

1. A draft report of the identification, evaluation, treatment or other mitigation activities will be due to Carson City from the qualified consultant within nine (9) months after the completion of the fieldwork associated with the activity, unless otherwise negotiated with all Signatories and concurring parties.
2. Carson City shall review any report submitted by contractors within 30 calendar days of their receipt.
3. Prior to SHPO consultation, Carson City shall submit the results of identification, evaluation, and treatment efforts to the Washoe Tribe for a 30 calendar day review.
4. After review by the Washoe Tribe, Carson City shall submit the results of identification, evaluation, and treatment efforts, as well as any comments from the Washoe Tribe, to the SHPO for a 30 calendar day review.
5. If the Washoe Tribe, SHPO, or other interested person fails to respond to Carson City within 30 calendar days of their receipt of a submission, Carson City shall presume concurrence with the findings and recommendations as detailed in the submission and proceed accordingly.

### **X. OTHER CONSIDERATIONS**

- A. Carson City shall direct all of its personnel, and all the personnel of its contractors and subcontractors, not to engage in the illegal collection of historic and prehistoric materials. Pursuant to NRS 383.435, Carson City shall ensure that any a person who knowingly and willfully removes, mutilates, defaces, excavates, injures or destroys a historic or prehistoric site or resource on land in the undertaking APE or who receives, traffics in or sells cultural property appropriated from land in the undertaking APE without a valid permit will be prosecuted to the fullest extent of the law.
- B. Carson City shall ensure that human remains, and artifacts directly associated with burials, encountered on the conveyed lands are treated with the respect due such materials. Carson City, in consultation with SHPO, shall ensure that all human remains and associated artifacts found on the conveyed lands will be handled according to the provisions of NRS 383.
- C. Carson City agrees to maintain the confidentiality of locational and other cultural resource information for the lands covered under this PA, and to design procedures to ensure that such information is made available only to personnel with a need to know the information in order to design or conduct operations in a manner to avoid disturbance to known cultural resources. Carson City shall keep cultural resources information in a

secure location with access limited to necessary authorized representatives. Cultural resource information obtained by Carson City under this PA will not be used for any purpose other than compliance with this PA and applicable laws. Any other use of this information, such as educational or interpretive use, must be done in consultation with SHPO.

- C. Information on the location and nature of cultural resources, and information considered proprietary by the Tribe, will be held confidential to the extent provided by Federal and state law.
- D. Materials collected in the course of archaeological investigation and treatment on conveyed lands will be donated to the NSM. Carson City, or their contractor, will maintain a curation agreement with the NSM in order to meet this obligation.

## **XI. DISPUTE RESOLUTION**

If any signatory, concurring party, or other consulting party objects in writing to any activity proposed pursuant to the terms of this PA, the signatories and concurring parties shall consult to resolve the issue within 30 days of receiving such objection.

If SHPO objects to the manner in which the terms of this PA are implemented, SHPO shall notify the BLM in writing of the objection. BLM will consult with SHPO and Carson City to resolve the objection. If BLM determines that the objection cannot be resolved, it shall request consultation by the BLM Nevada State Office to help resolve the objection. The BLM Nevada State Office shall have the authority to make the final decision in such a dispute resolution.

Carson City may continue all actions under this PA that are not in dispute.

## **XII. AMENDMENT**

Any signatory to this PA may request that this PA be amended, whereupon the signatories will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## **XIII. TERMINATION**

Any signatory to this PA may terminate the PA by providing thirty (30) days advance written notice with cause to the other signatories, provided that the signatories will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

Pursuant to OPLMA (Section 2601.b.5) if BLM or the Department of Interior determines that the land conveyed has been used in a manner that is inconsistent with the uses described in OPLMA (undeveloped open space, natural areas, fuels reduction, low impact recreation, existing improvement maintenance, customary agricultural practices, and other public purposes as described in OPLMA) this PA will automatically terminate within thirty days of BLM notification to all Signatories and concurring parties.

**EXECUTION** of this PA and implementation of its terms evidence that the BLM has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Chris McAlear, District Manager, Carson City District Office

Date

NEVADA STATE HISTORIC PRESERVATION OFFICER

\_\_\_\_\_  
Ronald M. James, SHPO

Date

CONSOLIDATED MUNICIPALITY OF CARSON CITY

\_\_\_\_\_  
Robert L. Crowell, Mayor

Date

\_\_\_\_\_  
Lawrence (Larry) Werner, City Manager

Date

**CONCURRING PARTY:**

WASHOE TRIBE OF NEVADA AND CALIFORNIA

\_\_\_\_\_  
Wanda Batchelor, Chairwoman

Date

**APPENDIX A: CONSERVATION EASEMENT FOR THE SILVER SADDLE RANCH  
AND CARSON RIVER AREA**

United States Department of Interior  
Bureau of Land Management  
Carson City District

Conservation Easement

This conservation easement is made this 27<sup>th</sup> day of December, 2010, between UNITED STATES OF AMERICA, DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter referred to as BLM, and CARSON CITY, NEVADA, and its assigns, hereinafter referred to as Carson City,

WHEREAS, the Congress of the United States of America has directed transfer of Silver Saddle Ranch and Carson River Area, approximately 3,604 acres, hereinafter referred to as the Property, subject to the reservation of a conservation easement, to Carson City under the authority of the Omnibus Public Lands Management Act of 2009 (OPLMA), Pub. L. No. 111-11, Section 2601; and

WHEREAS, BLM, acting through the Secretary of Interior, in consultation with Carson City and affected local interests, shall reserve a perpetual conservation easement to protect, preserve, and enhance the conservation values of the Property; and

WHEREAS, the Property shall be managed by Carson City to protect and enhance the Carson River, the floodplain and surrounding upland, and important wildlife habitat; and

WHEREAS, Carson City may use the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection; and

WHEREAS, notwithstanding the above, Carson City may construct and maintain trails and trailhead facilities, conduct fuels reduction projects, maintain or reconstruct any improvements on the Property that were in existence on March 31, 2009, and allow the use of motorized vehicles on designated roads, trails and areas in the south end of Prison Hill; and

WHEREAS, the conservation values as defined in OPLMA include undeveloped open space, natural characteristics, trails and trailheads, flood management, Carson River floodplain, uplands, and wildlife habitat, passive recreation, customary agriculture, fuels management, existing ranch structures and motorized vehicle use at south Prison Hill; and

WHEREAS, the development of the conservation easement is guided by the results of a planning and design charrette completed in December 2008, entitled "Creating a Community Vision: Silver Saddle Ranch and the Carson River"; and

WHEREAS, BLM and Carson City mutually agree that the conservation values also include protection of natural resources, preservation of the Property for solitude and nature observation, maintaining green irrigated pastures and hay fields at Silver Saddle Ranch, protecting scenic resources including the preservation of dark skies, protecting cultural resources including the historic structures at Silver Saddle Ranch, promoting environmental education and interpretation, allowing public access, promoting the quality of life, safety and tourism; and

Whereas, the Conservation Easement will help implement the 2006 Envision Carson City Master Plan Guiding Principles and Goals by creating a compact and efficient pattern of growth, balancing development with the conservation of the natural environment at the urban interface, and promoting stewardship of the natural environment; and

WHEREAS, The statutes of the State of Nevada, regarding "Easements for Conservation", at Nevada Revised Statutes, Sections 111.390 to 111.440, inclusive, recognize the protection of the natural, scenic or open-space values of real property.

NOW THEREFORE, BLM in consideration of the above, hereby reserves to the United States of America, a perpetual conservation easement to the Property to protect, preserve, and enhance the conservation values of the land. The BLM reserves a right of access for its designated representatives over any and all lands under this Easement and as reasonably necessary to verify compliance by Carson City with the terms and conditions of the Easement and exercising BLM's rights under the Easement.

1. Purpose. It is the purpose of this Easement to protect, preserve, and enhance the conservation values of the Property in perpetuity and prevent any uses or development of the property that would conflict, impair, or interfere with those values, including, but not limited to, any future residential, non-agricultural commercial, industrial, mining or other incompatible development or improvements of the Property, unless expressly allowable under this Easement. It is the mutual interest of the BLM and Carson City to manage the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection consistent with the conditions described in the Baseline Documentation Report (Exhibit 3).
2. Rights of the BLM. To accomplish the purpose of this Easement the following rights are reserved by the BLM:
  - (a) To preserve and protect the conservation values of the Property
  - (b) To enter upon the Property at reasonable times in order to monitor Carson City's compliance with and otherwise enforce the terms of the Easement
  - (c) To prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by such use or activity, subject to BLM's Remedies (Section 10).
3. Rights of Carson City. As the fee owner of the Property, Carson City may use and enjoy the Property, subject to OPLMA and this Easement, to provide opportunities for passive recreation, nature study, events and public uses.
4. Baseline Documentation. To establish the present condition of the conservation values and man-made features of the Property, so as to properly monitor future uses of the Property and assure compliance with terms hereof, an inventory of the Property's relevant resources, features, conditions, and uses will be completed prior to transfer of the Property to Carson City (hereinafter referred to as the "Baseline Documentation Report". At the time of transfer and reservation of this easement, the BLM and Carson City will review and acknowledge that the Baseline Documentation Report contains an accurate representation of the biological and physical conditions of the Property and of the current and historical uses of the Property.
5. Permitted Uses. Carson City is entitled to use and occupy the Property, including the right to permit others to use and occupy the Property, in all uses not expressly prohibited herein consistent with the conservation purpose and values. Carson City may authorize third party uses of the Property, by lease, permit, or other means as provided, and those authorizations shall be subject to the terms of this

Easement. Carson City shall continue to be fully responsible for compliance with all terms and conditions of this Easement.

Without limiting the foregoing, the following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Easement, and are not to be precluded, prevented, or limited by this Easement. They are set forth both to establish specific prohibited and permitted activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Easement.

- (a) To reside on the Property for the purpose of caretaking and management of the Property.
- (b) The right to lease, rent or permit portions of the Property for agricultural use, together with the right to perform customary agricultural operations for the production of hay, pasture and cattle grazing, including the use of fertilizers, pesticides, herbicides and biocides in accordance with the Management Plan (Section 7), current environmental standards and practices and all applicable laws and regulations.
- (c) The right to prevent trespass and control access to the Property.
- (d) The right to use water resources, including treated effluent, on the Property for use in agricultural operations, wetlands management and for public consumption on the Property.
- (e) The right to store, gather, or dispose of agricultural products and byproducts on the Property, including, but not limited to, agricultural refuse, burn piles, and animal remains, so long as it is done in accordance with all applicable laws and regulations.
- (f) The right to maintain and replace existing facilities and structures. Replacement of existing facilities and structures must be approved by the BLM in writing, consistent with the conservation purpose and values. The size, location, style and use of the replaced facilities and structures will be considered by BLM in determining consistency with the conservation purpose and values.
- (g) The right to conduct or permit passive recreation activities on the Property. Passive recreation are those activities that are temporary in nature and do not require development of permanent structures or facilities not already in place as of March 31, 2009 unless otherwise allowed under this Easement. Passive recreation may include without limitation fishing, birding, nature observation, hiking, running, mountain biking, equestrian riding, including horse drawn wagons and carriages, non-motorized boating, geo caching, swimming, and picnicking.
- (h) The right to conduct or permit events on the Property. Events will be guided by the Management Plan (Section 7) and limited in size, frequency, duration, location and season of use, commensurate with the capacity of existing facilities and in a manner that would not conflict, impair, or interfere with the conservation purpose and values. Events may include without limitations private weddings and parties, music concerts, running events, environmental education, equestrian activities.
- (i) Except for official use, the right to use or permit the use of motorized off highway vehicles (OHV) on designated roads, trails and areas located in the south end of Prison Hill, consistent with the Management Plan (Section 7). OHV use may be restricted or prohibited if necessary to meet the objectives of the conservation purpose and values. OHVs may be allowed to use specific staging area(s) and designated trails located east of Sierra Vista Road, formerly known as Mexican Dam Road, for the purpose of access to the Pine Nut Mountains.
- (j) The right to construct and maintain trails and trailhead facilities.
- (k) The right to conduct fuels reduction projects. Vegetation may be removed, mowed, burned or otherwise treated, to reduce or eliminate fuels to suppress wildland fire in accordance with the conservation purpose and values of this Easement.



6. Prohibited Uses. Carson City is prohibited from uses or development of the property that would conflict, impair, or interfere with the conservation purpose and values of this Easement.

The following activities and uses, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the conservation purpose and values of this Easement, and are expressly prohibited upon or within the Property.

- (a) The legal or *de facto* subdivision of the Property for any purpose, except as may be required by law for the uses permitted in Section 5 or for a voluntary conveyance to a government or nonprofit entity for public access expressly permitted in Section 5.
  - (b) Residential, non-agricultural commercial, industrial, mining, power production, municipal water development or other incompatible development or improvements of the Property, excepting production of power from wind, geothermal or solar facilities for exclusive use on the Property.
  - (c) The sale, transfer or conveyance of the Property, or a portion of the Property, in accordance with OPLMA and subject to a reversionary interest held by the United States.
  - (d) Organized sports requiring dedicated, constructed fields or courts.
  - (e) OHV use except in designated areas.
  - (f) Golf courses
  - (g) Hunting, over-night camping unless approved as part of an event, disc golf, paint ball games and hot air balloons
  - (h) Events – motorized events (other than OHV events at South Prison Hill), fairs & carnivals, cars shows and rodeos.
  - (i) Disposal or unlawful storage of hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 USC 9601 *et seq.*
7. Management Plan. Carson City will prepare a Management Plan for the Property to be completed within one year from execution of this Easement. The Management Plan will be prepared in consultation with the public and BLM and submitted to BLM for approval. The Management Plan will direct the use and occupancy of the Property, including agricultural operations, public day use and events. The Management Plan will consider the following factors in determining consistency with the conservation purpose and values for events: Size, duration, frequency, location and season of use. The Management Plan will also describe and direct appropriate use and occupancy for specific land use areas, including: Carson River – floodplain and riparian corridor; Prison Hill – motorized and non-motorized areas; agricultural lands – irrigated and non-irrigated; Historic Ranch Complex – Red House, White House, outbuildings and corrals; Ambrose Carson River Natural Area; Wetlands – mitigation wetland area; and East Silver Saddle Ranch - motorized staging areas. BLM and Carson City will meet not less than every five years to review and, if necessary, modify the Management Plan to ensure that use and occupancy of the Property is consistent with the Conservation Purpose and Values.
8. Prior Notice and Approval
- (a) Prior Notice. Where required in this Conservation Easement, BLM has the right to require Carson City to submit proposals for advanced approval by the Authorized Officer. This is to afford the BLM an opportunity to ensure that the proposed activities are designed and carried out in a manner consistent with the purposes of this Conservation Easement. Carson City shall not undertake or permit any activity requiring prior approval by BLM without first having notified and received approval from BLM as provided herein. Whenever notice is required, Carson City shall notify BLM in writing not less than forty-five (45) days prior to the date Carson City intends to undertake the proposed activity. The notice shall describe all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information

regarding the proposed activity, in sufficient detail to permit BLM to make an informed judgment as to its consistency with the purpose and values of this Conservation Easement.

- (b) **BLM's Approval.** Where BLM's approval is required, BLM shall grant or withhold its approval and notify Carson City in writing within forty-five (45) days of receipt of Carson City's written request for approval provided that adequate information to evaluate the request has been received by the BLM. BLM's failure to respond in writing to Carson City's request within forty-five (45) days of receipt shall not be deemed approval by BLM. BLM's approval may be withheld only upon reasonable determination by BLM that the proposed action would be inconsistent with the purpose of this Easement, or if additional information from Carson City is necessary to evaluate the proposed action.
9. **Monitoring** – The BLM will conduct a field inspection of the Property, at least annually, for the oversight and enforcement of the Easement subject to the following provisions:
- (a) BLM will provide prior reasonable notice to Carson City to enter the Property for the purpose of an inspection(s);
  - (b) Carson City and BLM mutually agree to participate and cooperate in the performance of the field inspection(s) and any follow up meetings;
  - (c) BLM's costs for the inspections, including labor, vehicles and other incidental expenses, will be reimbursed from the Silver Saddle Endowment Account, an account established in the Treasury of the United States and funded by Carson City.
10. **Enforcement**- BLM may prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require and enforce the restoration of such areas or features of the Property that may be impaired, interfered with, or damaged by any inconsistent activity or use permitted by Carson City.
11. **BLM'S Remedies.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In evaluating whether a particular use of the Property conflicts, impairs, or interferes with the conservation purpose and values, both the magnitude and duration of the actual and expected effect on the conservation purpose and values will be taken into account. The prohibited uses of the Property expressly set forth in Section 6 are in conflict with the conservation purpose and values of this Conservation Easement. In the event that BLM and Carson City cannot resolve any dispute hereunder, the provisions of this Conservation Easement are enforceable by BLM, its successors or assigns, through all remedies available at law or in equity.
- (a) **Notice of Violation.** If BLM determines that a violation of the terms of this Conservation Easement has occurred or that a violation is threatened, BLM shall give written notice to Carson City of such violation and demand corrective action sufficient to cure the violation. If Carson City fails to cure the violation within a reasonable timeframe as specified by BLM, after receipt of notice thereof from BLM, or fails to continue diligently to cure such violation until finally cured, BLM may seek injunctive relief as set forth herein.
  - (b) **Injunctive Relief.** Where irreparable harm may occur, BLM in its sole judgment may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
  - (c) **Damages.** BLM shall be entitled to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Carson City's liability therefore, BLM, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- (d) **Emergency Enforcement.** If BLM, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, or to prevent a material breach or extinguishment of the Conservation Easement, BLM may pursue its remedies under this section without prior notice to Carson City or without waiting for the period provided for to expire.
- (e) **Scope of Relief.** BLM's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The parties agree that BLM's remedies at law for any violation of the terms of this Conservation Easement may be inadequate and that BLM shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which BLM may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. BLM's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (f) **Costs of Enforcement.** In any action, suit, or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' and experts' fees as allowed by law, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, in the event BLM prevails in any such action that results in an order directing Carson City to undertake restoration, then Carson City shall bear all costs thereof.
- (g) **BLM's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of BLM, and any forbearance by BLM to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Carson City shall not be deemed or construed to be a waiver by BLM of such term or of any subsequent breach of the same or any other term of this Conservation Easement, or any of BLM's rights under this Conservation Easement.
- (h) **Waiver of Certain Defenses.** Carson City acknowledges that it has carefully reviewed the Conservation Easement. In full knowledge of the provisions of this Conservation Easement, BLM hereby waives any claim or defenses it may have against Carson City or its successors in interest under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription.
- (i) **Acts Beyond Carson City's Control.** Nothing contained in this Conservation Easement shall be construed to entitle BLM to bring any action against Carson City for any injury to or change in the Property resulting from causes beyond Carson City's control, including without limitation, fire, flood, storm, and natural earth movement, or from any prudent action taken by Carson City under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; provided that Carson City shall notify BLM of such change in the Property and any emergency actions taken by Carson City.

12. Costs, Liabilities, and Indemnification

- (a) **Costs Incident of Ownership.** Carson City retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. BLM shall have no obligation for the upkeep or maintenance of the Property. Carson City shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Carson City; provided that nothing in this section shall prohibit Carson City from recording

a deed of trust against the Property to secure Carson City's indebtedness as long as such deed of trust shall remain subordinate to this Conservation Easement.

- (b) Taxes. Carson City shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish BLM with satisfactory evidence of payment upon request. BLM shall have no obligation to pay any taxes levied on or assessed against the Property.
- (c) Indemnification. Carson City shall hold harmless, indemnify, and defend BLM its officers, employees, agents, and contractors, its successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, costs, losses, damages, expenses, causes of action, claims, demands, or judgments of any kind or nature arising from the past, present, and future acts or omissions of Carson City or its employees, agents, contractors, or lessees (collectively "Carson City et al."), including, without limitation, reasonable attorneys' and experts' fees arising from or in any way connected with Carson City et al.'s uses, occupancy, or operation on the Property which has already resulted or does hereafter result in: (1) violations of federal, state, and local laws and regulations that are now, or may in the future become, applicable to the Property; (2) judgments, claims, or demands of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (3) costs, expenses, or damages of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (4) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (5) the breach by Carson City et al. of any of its obligations set forth in this Conservation Easement; (6) the existence or release or threatened release off, on, into, or under the Property of any hazardous waste(s), substance or other contaminants as they are now and may hereafter be defined under any local, state, and federal statute, law or regulations, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (7) activities by which solid or hazardous substances or waste, as defined by federal or state laws are generated, released, stored, used or otherwise disposed of on the Property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes, unless due to the negligence or willful misconduct of any of the Indemnified Parties; or (8) natural resource damages as defined by federal or state law. Carson City's obligations under this section shall not apply with respect to any such hazardous waste, substance or other contaminants released on the Property by any of the Indemnified Parties the Indemnified Parties' representatives or agents.

13. General Provisions.

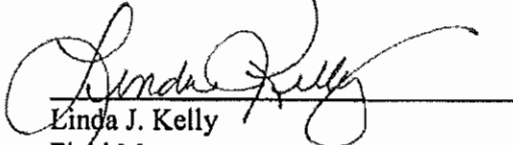
- (a) Controlling Law. The laws of the United States of America and the State of Nevada shall govern the interpretation and performance of this Conservation Easement.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of protecting the Conservation Values and the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render the provision invalid.
- (c) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions and purposes of this

Conservation Easement, and/or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

- (d) **Entire Agreement.** The instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.
  - (e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Carson City's title in any respect.
  - (f) **Joint Obligations.** The obligations imposed by this Conservation Easement upon Carson City shall be joint and several.
  - (g) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Carson City" and "BLM," wherever used herein, and any pronouns used in place thereof, shall include, respectively, Carson City and all of Carson City's successors and assigns, and
  - (h) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
  - (i) **Captions.** The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.
  - (j) **Perpetual Duration.** This Conservation Easement shall constitute a covenant and servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Carson City or BLM shall also apply to such party's respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
14. **Exhibits.** The following exhibits are attached hereto and incorporated into this Conservation Easement:  
Exhibit A: OPLMA Map of November 7, 2008  
Exhibit B: Map of the Silver Saddle Ranch Carson River Area Conservation Easement


IN WITNESS WHEREOF, the City and BLM have fully executed this Agreement as of the date first above written.

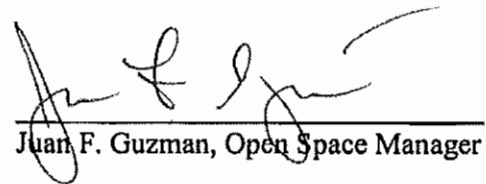
"GRANTOR"  
BUREAU OF LAND MANAGEMENT

  
\_\_\_\_\_  
Linda J. Kelly  
Field Manager  
Sierra Front Field Office  
Carson City District

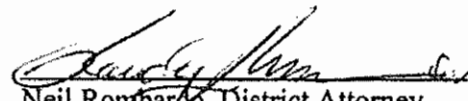
DATE: Dec 22, \_\_\_\_\_, 2010

"GRANTEE"  
CARSON CITY

  
\_\_\_\_\_  
Robert L. Crowell, Mayor

  
\_\_\_\_\_  
Juan F. Guzman, Open Space Manager

Approved as to form:

  
\_\_\_\_\_  
Neil Rombaro, District Attorney

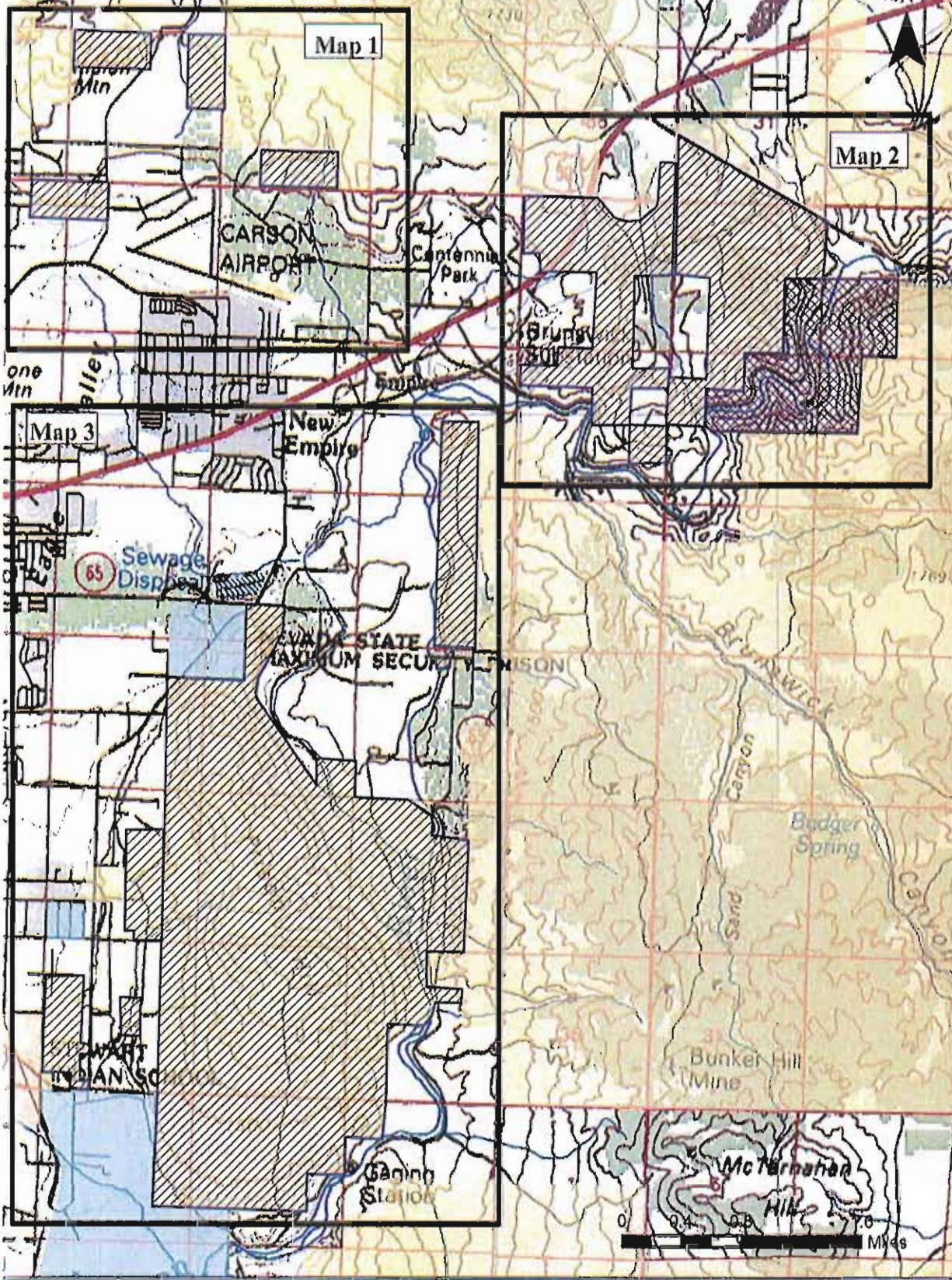
DATE: 12/16 \_\_\_\_\_, 2010

**APPENDIX B: MAP SET SHOWING AREA OF POTENTIAL EFFECT**





Key to 1:24,000-scale Maps



Area of Potential Effect for OPLMA Conveyances to Carson City and SNPLMA-funded Bently Property (APN 010-011-24 and 010-011-25) Conveyance

**Legend**

- OPLMA Conveyance Lands
- Bently Property APN 010-011-24 and 010-011-25
- Bureau of Indian Affairs
- Bureau of Land Management
- Nevada State Lands
- Private

Key to detail maps  
1:40,000 scale  
based on Carson City, NV  
USGS 1:100,000 quadrangle



United States Department of the Interior  
Bureau of Land Management  
Carson City District Office  
6665 Morgan Mill Rd.  
Carson City, NV 89701  
P 75; 885-6500  
Map Produced by: 6/2013/RC

No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Carson City District Office



**APPENDIX C: KNOWN HISTORIC PROPERTIES WITHIN THE APE**

<b>Appendix C: Historic Properties Known within the Undertaking Area of Potential Effect</b>				
State Number	BLM Number (CrNV-03-xxxx)	Age	Description	NRHP Criteria
	03-8127	Historic	Rock wall, trash scatter, placer tailings	D
	03-8124	Historic	Adit, foundation, trash scatter	A, D
	03-8125	Historic	House depression, trash scatter	D
	03-1412	Historic	Silver Saddle Ranch	A, C, D
26OR311/ 26LY536	03-4412	Historic	Virginia & Truckee Railroad	A, C, D
26OR236	03-4520	Prehistoric	lithic scatter	D
26OR304	03-1449	Historic	Santiago Mill	A, C, D
26OR305	03-1457	Historic	Vivian Mill	A, C, D
26OR550	03-8470	Historic	Wagon Road	A, C

The following summary of NRHP eligibility criteria is from the National Register of Historic Places website: (<http://www.nationalregisterofhistoricplaces.com/faq.html>, viewed on February 1, 2012).

The National Register's standards for evaluating the significance of properties were developed to recognize the accomplishments of all peoples who have made a significant contribution to our country's history and heritage. The criteria are designed to guide State and local governments, Federal agencies, and others in evaluating potential entries in the National Register.

**Criteria for Evaluation** The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of persons significant in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded or may be likely to yield, information important in prehistory or history.

## **APPENDIX D: PROCEDURES FOR SEEKING AND CONSIDERING WASHOE TRIBAL INPUT**

### **I. Identification of Parties**

Consultation on the proposed action was initiated in May 2011, following the procedures described below. Parties for consultation were identified by a cultural resources specialist (CRS) from the BLM Sierra Front Field Office of the Carson City District who had experience with tribal consultation in the area. A letter describing the undertaking, the NHPA Section 106 process, and the PA was sent to the Washoe Tribe of Nevada and California, the federally recognized tribe with cultural and natural resource interests in the Carson City area. The letter formally invited the Washoe Tribe to participate in the PA as a consulting party.

At a follow-up consultation meeting between the Tribal Historic Preservation Officer (THPO) and a BLM CRS, a large-format map of the conveyance lands was provided and details of the lands conveyance were discussed, as well the fact that the Washoe Tribe could choose to participate and sign as a concurring party to the PA.

Carson City will seek additional tribal input for implementation of future actions on the conveyed lands over the life of this PA in accord with its stipulations.

### **II. Methods for seeking input from the Washoe Tribe**

The methods of the City contacting, communicating, and coordinating with the Washoe Tribe will include letters, emails, telephone calls, and/or face-to-face meetings, as appropriate and necessary to afford the Washoe Tribe the opportunity for input.

#### **A. Letter Contact**

As early as possible in the planning process, Carson City's Authorized Officer or designated party will prepare a letter to the Washoe Tribe explaining the proposed project. The letter will be prepared to ensure that Washoe Tribe is part of the initial contact and scoping process. This letter will be signed by Carson City's Authorized Officer.

The proposed activity will be explained in sufficient detail to allow the Washoe Tribe to determine its level of interest, if any. The scope of work, a proposed schedule, and any significant activities, such as planned field visits or a decision date, will be included in the written document.

#### **B. Follow-up Telephone Contact**

Carson City's Authorized Officer or designated party will follow-up the initial letter with telephone contacts, beginning ten (10) working days after the letters have been mailed. Information from these telephone contacts will be documented in a telephone log format. This telephone log will be kept up to date and will become part of the project record. Any

follow-up action recommended by the Tribe will be noted. If a signatory requests access to this log in writing, Carson City will provide such access within ten (10) days of the request.

#### C. Planned Meetings

1. Carson City's Authorized Officer or designated party will meet with designated tribal leaders and/or designated tribal representatives as soon as possible upon request of the Washoe Tribe in order to discuss the proposed project, a specific project phase, or related issues.
2. Meetings will take place at the appropriate Washoe Tribal office, in the field at the location of proposed actions, or at other mutually agreed upon locations in order to minimize costs to tribal members and to facilitate participation.
3. Meeting dates will be coordinated with designated tribal points of contact at least ten (10) working days prior to the meeting date.
4. The meeting will be confirmed by a letter to the tribal leadership, with a copy furnished to the Tribal Historic Preservation Officer (THPO) or point of contact. The letter will include a purpose statement, a proposed agenda, and a list of Carson City attendees.
5. Meeting summaries will be prepared within five (5) working days following the meeting and will be distributed to the tribal leadership and other appropriate parties in draft. Comments from these tribal representatives will be incorporated as appropriate before finalizing the notes. Final meeting notes will be distributed within ten (10) working days following distribution of the draft notes.

#### D. Concluding the Process

Carson City's Authorized Officer, in consultation with the SHPO, will determine the appropriate point of closure of the process of seeking and considering tribal input regarding the proposed project. Carson City will provide written documentation of this decision to the tribal leadership and representatives. If ongoing discussions are productive, Carson City and the Washoe Tribe will make that determination and outline the appropriate scope, level, and process for its continuance. This may include, but is not limited to, continued coordination between Washoe Tribe and Carson City staff, weekly project phase reporting, and participation of tribal monitors.

## APPENDIX E: DISCOVERY AND UNANTICIPATED IMPACTS PROCEDURES

In the event that previously unknown cultural resources are discovered within the area of potential effects, or that known resources are directly or indirectly impacted in an unanticipated manner, the following actions, at a minimum, would be initiated by Carson City in consultation with the signatories:

1. All activities will halt in the immediate vicinity of the discovery and all actions will be directed away from an area at least 100 meters in all directions from the point of discovery.
  - a. Carson City's Authorized Officer will be notified immediately by the contractors or Carson City staff working on the project. Carson City will ensure that a consulting archaeologist, or other qualified individual with the proper expertise for the suspected resource type, is on-site as soon as possible.
  - b. Carson City will notify SHPO, the Washoe Tribe, and other consulting parties as appropriate, within one (1) working day of being notified of the discovery or unanticipated impact, and consider their initial comments on the situation.
  - c. In the event that a consulting archaeologist or other qualified individual is not immediately available, Carson City shall be required to cover and/or otherwise protect the resource until such time that the appropriate parties can be present for inspection and/or evaluation.
2. The consulting archaeologist, or other qualified individual, shall assess the resource upon arriving at the site of the discovery. This assessment shall include, at a minimum, the:
  - a. The nature of the resource (e.g., number and kinds of artifacts, presence/absence of features). This may require screening of already disturbed deposits, photographs of the discovery, and/or other necessary documentation.
  - b. The spatial extent of the resource. This may require additional subsurface testing, mapping or inspection, as is appropriate to the resource.
  - c. The nature of deposition/exposure. This may require interviews with construction personnel, other persons having knowledge concerning the resource or, in rare instances, the expansion of existing disturbances to establish the characteristics of the deposits.
3. Discoveries and unanticipated impacts to known resources will be managed according to the provisions of this PA. After consultation with the appropriate parties, Carson City shall make a recommendation of eligibility, treatment, and effect. If necessary, Carson City, in consultation with the SHPO, BLM, and the Washoe Tribe, shall ensure that a treatment plan is prepared following the guidance provided in this PA.
4. Any items covered by NRS 383, *Protection of Indian Burial Sites*, encountered in a discovery, or unanticipated impact situation, will be handled according to Nevada state laws, as appropriate.

5. All project activities in the area of the discovery will be halted until Carson City documents, that identification and treatment is complete and provides this record to all signatories. The signatories will have five (5) working days to provide comment to Carson City.