Attachment L

U.S. Bureau of Land Management Programmatic Agreement

Devers-Palo Verde No. 2 Transmission Project

Mitigation Monitoring, Compliance, and Reporting Program





California Public Utilities Commission and Bureau of Land Management U.S. Department of Interior

December 22, 2011

PROGRAMMATIC AGREEMENT

AMONG THE UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT-PALM SPRINGS/SOUTH COAST FIELD
OFFICE, THE AGUA-CALIENTE TRIBAL HISTORIC PRESERVATION
OFFICER, THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND THE SOUTHERN CALIFORNIA EDISON COMPANY REGARDING THE
PROPOSED SOUTHERN CALIFORNIA EDISON'S DEVERS-PALO VERDE 2
500 KV TRANSMISSION LINE PROJECT
RIVERSIDE COUNTY, CALIFORNIA

WHEREAS, the United States Department of the Interior through the Bureau of Land Management (BLM) manages the public lands in the California desert in accordance with the 1980 California Desert Conservation Area Plan (CDCAP), as amended. The CDCAP designates Energy Production and Utility Corridors (CDCA Map 16) appropriate for the development and installation of electrical transmission and other utility lines across public lands; and

WHEREAS, Southern California Edison Company (Applicant) proposes to construct, operate and maintain an electric transmission system, communication facilities, and associated access roads within a designated utility corridor for its Devers-Palo Verde 2 Transmission Line Project (DPV2); and BLM has determined amending the right-of-way (ROW) for DPV2 across most of the BLM lands in accordance with the Federal Land Management and Policy Act (P.L. 940-579) constitutes an Undertaking as defined in 36 CFR § 800.16(y) of the Advisory Council on Historic Preservation Procedures (August 5, 2004); and

WHEREAS, in accordance with regulations at 36 CFR §800.14(b)(3) implementing Section 106 of the NHPA, BLM has consulted with the California State Historic Preservation Officers (hereinafter "the SHPO") according to 36 CFR §800.6(a), and notified and invited the Advisory Council on Historic Preservation (hereinafter "the Council") per 36 CFR §800.6(a)(1)(C) and 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 BLM will meet its Responsibilities under the National Historic Preservation Act to participate in consultation to resolve the potential effects of the Undertaking on Historic Properties: and

WHEREAS, as per their letter dated November 18, 2009 the Council has elected to not participate, at this time, in the consultation to resolve adverse effects of the Project; and,

WHEREAS, the Applicant, as grantee of the ROW, has participated in consultation per 36 CFR §800.2(c)(4), is willing to carry out certain stipulations of this PA under the oversight of BLM, and is an Invited Signatory to this PA; and

WHEREAS, a portion of the project is located on Agua Caliente Band of Cahuilla Indians Tribal Land, and in accordance with regulations at 36 CFR §800.14(b)(3) implementing §106 of the NHPA, BLM has consulted with the Agua Caliente Tribal Historic Preservation Officer (hereinafter "the Agua Caliente THPO") per 36 CFR §800.6(a), and notified and invited the Agua Caliente THPO pursuant to 36 CFR §800.6(a)(1)(C) to participate in consultation to resolve any adverse effects of the Undertaking on Historic Properties, and the Agua Caliente THPO is a Signatory to the PA; and

WHEREAS, pursuant to section 101(d)(6)(B) of the NHPA, 36 CFR 800.2(c)(2)(ii), the American Indian Religious Freedom Act (42 U.S.C. 1996; AIRFA), Executive Order 13175, and section 3(c) of the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001-13; NAGPRA), and the Executive Memorandum of April 29, 1994 (59FR22951) BLM has invited the Agua Caliente Band of Cahuilla Indians, Ak-Chin Indian Community, Augustine Band of Cahuilla Indians, Cabazon Band of Mission Indians, Cahuilla Band of Mission Indians, Campo Band of Kumeyaay Indians, Chemehuevi Indian Tribe, Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mc Dowell Yavapai Nation, Fort Mojave Indian Tribe, Fort Yuma Quechan Tribe, Gila River Indian Community, Havasupai Tribe, Hopi Indian Tribe, Hualapai Tribe, Kaibab Paiute Tribe, Manzanita Band of Mission Indians, Morongo Band of Mission Indians, Pechanga Band of Mission Indians, Pauma-Yuima Band of Mission Indians, Ramona Band of Mission Indians, Rincon Band of Mission Indians, Salt River Pima-Maricopa Indian Community, San Manuel Band of Mission Indians, Santa Rosa Band of Cahuilla Indians, Soboba Band of Luiseno Indians, Tohono O'odham Nation, Torres-Martinez Desert Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, Yavapai-Apache Nation, and the Yavapai-Prescott Indian Tribe (Tribes) to consult on this Undertaking, and has invited those Tribes expressing an interest in the Undertaking to concur in this PA, with the further understanding that, notwithstanding any decision by these Tribes to decline concurrence, BLM shall continue to consult with these Tribes throughout the implementation of this PA, and the Pechanga Band of Mission Indians, the San Manuel Band of Mission Indians, and the Soboba Band of Luiseno Indians are concurring parties to the PA; and,

NOW, THEREFORE, BLM, the SHPO, and the Agua Caliente THPO agree that BLM, to the extent of its legal authority, shall ensure that the following stipulations of this PA are implemented to take into account the effects of the Undertaking on Historic Properties.

COMPONENTS OF THE UNDERTAKING

The Undertaking includes the following two components:

A. COLORADO RIVER SWITCHYARD (MIDPOINT SUBSTATION) TO DEVERS SUBSTATION COMPONENT

- 1. Installation of approximately 110 miles of new 500-kV transmission line between the Colorado River Switchyard (Midpoint Substation) and Devers Substation located north of Palm Springs;
- 2. Construction of approximately 385 towers in this segment of the proposed project would be four-legged, single-circuit, lattice steel towers;
- 3. The proposed Colorado River Switchyard (Midpoint Substation) to Devers Substation component would be parallel and adjacent to the existing Devers-Palo Verde No. 1 transmission line (DPV1) and pass through the Alligator Rock Area of Critical Environmental Concern (ACEC) located south of I-10 and Desert Center. A North of Desert Center Alternative route has been proposed by the BLM to avoid crossing this ACEC. If this option were selected by the BLM, the DPV2 transmission line corridor would depart from the DPV1 corridor approximately 6 miles east of Desert Center and travel in a northwest direction for about 3 miles, crossing I-10. It would turn westnorthwest for about 2 miles, then west for about 0.5 mile, where it would then turn southwest for about 1 mile to the Southern California Gas Pipeline ROW, which it would parallel for about 3 miles. The line would then head west-southwest for approximately 2 miles crossing the Southern California Gas Pipeline and I-10 until it rejoins with the DVP1 transmission line corridor. The North of Desert Center Alternative would require the construction of new access roads, spur roads and seven new deep ground rods (up to 330 feet deep). The ground rods would be installed adjacent to the gas pipelines by Southern California Gas Company to mitigate induced AC effects caused by the North of Desert Center Alternative route.
- 4. Construction of the Colorado River Switchyard (Midpoint Substation) and associated access roads located approximately 10 miles southwest of Blythe, California. The substation would provide interconnections with DPV1 transmission line. Two sites are being considered approximately 10 miles southwest of Blythe near Wiley Well Road. The substation would be constructed within a rectangular area measuring approximately 1,000 feet by 1,900 feet, resulting in approximately 44 acres of permanent disturbance. The 500 kV switching station would include busses, circuit breakers, and disconnect switches.
- 5. Construction of one series capacitor bank approximately 64 miles east of Devers Substation;
- 6. Construction of a new optical repeater facility 3 miles west of Blythe, California, within the DPV2 ROW;

- 7. Installation of a 500 kV line shunt reactor bank, static VAR compensator, dead-end structure, circuit breakers, and disconnect switches at Devers Substation;
- 8. Access roads, spur road construction, improvements, and other ancillary facilities (construction staging/laydown areas) associated with the construction of this transmission line.

B. DEVERS SUBSTATION TO VALLEY SUBSTATION COMPONENT

- 1. Installation of 42 miles of new 500-kV transmission line between the Devers Substation and Valley Substation in western Riverside County located adjacent to the existing Devers-Valley No. 1 500 kV line;
- 2. Construction of approximately 160 lattice steel single-circuit transmission line structures;
- 3. The existing Devers-Valley No. 1 Tower DV-59 and corresponding tower on DVP2 would be moved approximately 500 feet to the north.
- 4. Installation of a 500 kV dead-end structure, circuit breakers, and disconnect switches at Valley Substation;
- 5. Access roads, spur road construction, improvements, and other ancillary facilities (construction staging/laydown areas) associated with the construction of this transmission line.

STIPULATIONS

BLM shall ensure that the following stipulations are carried out:

I. DEFINITIONS

The definitions provided at 36 CFR § 800.16 and in these stipulations are applicable throughout this PA.

"Area of Potential Effects (APE)" means the following:

- 1. Refers to the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of Historic Properties, if any such properties exist. Both vertical (depth) and horizontal (width) disturbances are considered in developing the APE.
- 2. The APE shall include the entire area of spatially discrete Historic Properties (e.g., archaeological sites), if any part of such a property extends into the

ROW and are subject to direct, quantifiable or foreseeable indirect project effects; except that management of linear cultural resources (e.g., NRHP-eligible roads and trails) or other resource types of extensive dimension shall not cause the APE to be extended beyond the ROW boundary.

3. The APE shall also include contributing elements of NRHP-eligible Historic Districts that are within the ROW and subject to direct, quantifiable or foreseeable indirect effects; the APE shall not include contributing elements of districts that lie outside the ROW or are not subject to direct, quantifiable or foreseeable indirect project effects.

"Cultural Resources" refers to any archaeological materials and sites dating to the Prehistoric, Historic or Ethnohistoric periods that are currently located on, or are buried beneath the ground surface; standing structures that are over 50 years old; and cultural and natural places that have importance for Native Americans.

"Concurring Parties" refers to invited parties, Tribes (excluding THPOs), and interested members of the public, who concur, through their signature, in this PA. Concurring parties may propose amendments to this PA.

"Day," singular or plural, refers to a calendar, rather than a business, day.

"Indian Tribe or Tribe" as defined in Section 301 of the National Historic Preservation Act, refers to an Indian tribe, band, nation, or other organized group or community, including a Native village, Regional Corporation or Village Corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act [43 U.S.C. 1602], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians...

"Invited Signatory" refers to the Applicant, Southern California Edison. Invited Signatories have responsibilities within the consultation process described in this agreement and NHPA implementing regulations. Invited Signatories may propose amendments to this PA.

"Notice to Proceed" refers to a written authorization by the authorized officer which allows the holder to initiate surface disturbing activities. A notice to proceed applies only if specifically stipulated in the grant. A notice to proceed is usually used to allow a grant to be issued, while preventing the holder from starting surface disturbing activities before a plan of development is approved. The authorized officer can issue separate notices to proceed if the project involves distinct work phases and/or locations. Each notice to proceed will specify the nature of work, location, and dates to be authorized.

"Reviewing Signatories" refers to concurring parties and invited signatories of this PA. Reviewing signatories have responsibilities within the consultation process described in this agreement. In general, reviewing signatories will review documents and provide written comments as stipulated in this agreement, prior to those documents being reviewed and commented on by Signatories. Reviewing signatories may propose amendments to this PA.

"Right-of-Way" refers to public or Federal land authorized to be used or occupied pursuant to a right-of-way-grant.

"Right-of-Way-Grant" refers to a document authorizing the use of public or Federal lands for the construction, operation, maintenance, and termination of a project.

"Signatories" refers to the BLM, Agua Caliente THPO, and the California SHPO. Signatories have responsibilities within the consultation process described in this agreement. Signatories may propose amendments to this PA and have the exclusive authority to terminate the PA.

"Tribal Land" as defined in Section 301 of the National Historic Preservation Act (see Appendix 5) refers to"(A) all lands within the exterior boundaries of any Indian reservation; and (B) all dependent Indian communities."

II. STANDARDS

- A. PROFESSIONAL QUALIFICATIONS. All actions prescribed by this PA that involve the identification, evaluation, analysis, recordation, treatment, monitoring, and disposition of Historic Properties and that involve the reporting and documentation of such actions in the form of reports, forms or other records, shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* (PQS) for archaeology, history, or architectural history, as appropriate (48 FR. 44739). However, nothing in this stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of properly supervised persons who do not meet the PQS.
- B. DOCUMENTATION STANDARDS. Reporting on and documenting the actions cited in paragraph A. of this stipulation shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR. 44716-44740), as well as, the California Office of Historic Preservation's Preservation Planning Bulletin Number 4(a) December 1989, Archaeological Resource Management Reports (ARMR): Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports, and any specific county or local requirements or report formats as necessary.

C. CURATION STANDARDS. To the extent permitted under §§ 5097.98 and 5097.991 of the California Public Resources Code, the materials and records resulting from the actions cited in paragraph A of this stipulation shall be curated in accordance with 36 CFR Part 79. Where Federal lands are involved, all records and materials resulting from the actions cited in paragraph A of this stipulation shall be curated in accordance with 36 CFR Part 79 and the provisions of the NAGPRA, 43 CFR Part 10, as applicable. In California, curation and disposition of cultural materials obtained from state-owned lands and records pertaining to cultural resources on state-owned lands will be curated with materials obtained from federal lands. If cultural materials are recovered from private lands, BLM will seek to have the materials donated through a written donation agreement to be curated with other cultural materials. BLM will attempt to have all collections curated at one location.

IV. AREA OF POTENTIAL EFFECTS

The Area of Potential Effects (APE) for the Undertaking is defined as follows:

A. APE DESCRIPTION. For the Colorado River Switchyard (Midpoint Substation) to Devers Substation, and Devers Substation to Valley Substation transmission lines, the APE will be a 150-foot wide corridor (see stipulation II.A and B, and attached map). The width of this corridor will not always be centered on the transmission line; in all cases, it will have at least 50 feet on one side, but may be up to 100 feet on the other side in order to incorporate areas for new or existing access roads. For all transmission line access roads that are located outside the transmission line APE, the APE will include an additional 50-foot wide corridor around the access road. For all project components including, but not limited to, substations, pulling and splicing locations, and staging areas, the APE will be the footprint of each area as well as a 200-foot buffer in all directions from the perimeter of the footprint. For indirect effects on location, setting or cultural landscapes, the APE will be no more than 1/4 mile on either side of the transmission line, and potentially the same as the transmission line ROW unless Native American or public consultation produces credible evidence of a need to expand the APE.

B. AMENDING THE APE.

1. The APE of stipulation IV.A above encompasses an area sufficient to accommodate all of the proposed and alternative project components under consideration as of the date of the execution of this PA. If BLM determines in the future that unforeseen changes to the Undertaking may cause alterations in the character or use of Historic Properties, if any such properties exist, in a geographic area or areas beyond the

extent of the original APE above, then BLM shall increase the size of that APE using the process set forth in stipulation IV.B2 below. BLM may choose, conversely, to decrease the size of the subject APE to accommodate the engineering design locations of transmission line structures, access roads, substations, and other components of the Undertaking.

2. Any signatory to this PA may propose that the APE established hereunder be modified. BLM shall notify the other signatories of the proposal and consult with the proposing signatory and the other signatories for no more than 7 days to reach agreement on the proposal. If the signatories agree to the proposal, then BLM will prepare a description and a map of the modification to which the signatories agree. BLM will keep copies of the description and the map on file for its administrative record and distribute copies of each to the other signatories, reviewing signatories and consulting parties within 30 days of the day upon which agreement was reached. Upon agreement hereunder to a modification to the APE that adds a new area, BLM shall follow the processes set forth in stipulations V-IX below to identify and evaluate Historic Properties in the new APE area, assess the effects of the Undertaking on any Historic Properties in the new area, and provide for the resolution of any adverse effects to such properties, known or subsequently discovered. If the signatories cannot agree to a proposal for the modification of the APE, then they will resolve the dispute in accordance with stipulation XIII below.

V. IDENTIFICATION OF HISTORIC PROPERTIES

BLM, in consultation with the SHPO, Agua Caliente THPO, the Tribes, the Applicant, and the public, shall make a reasonable and good faith effort to identify Historic Properties in the Undertaking's APE.

- A. A literature search (Class I Survey, as defined in BLM Manual 8100 Guidance) has been completed for the present APE as defined in stipulation IV.A, and will be completed for any revisions thereof. All information on the location of cultural resources are treated as confidential and not released to the public or other unauthorized entity, consistent with Section 304 of the NHPA (16 U.S.C. 470w-3(a)-(c)), and Section 9 of the Archaeological Resources Protection Act of 1979 (16 U.S.C 470aa-mm), as amended.
- B. In order to locate Historic Properties that may be affected by the Undertaking, BLM shall ensure that a recent (within the past 10 years) intensive pedestrian cultural resource survey (Class III Survey, as defined in BLM Manual 8100 Guidance) is completed within the APE, where

physically reasonable. The pedestrian survey transect interval shall not exceed 15 meters.

Portions of the Devers-Valley segment are composed of hazardous steep slopes. These areas (totaling 293 acres) are not accessible by foot, and therefore, where not subjected to intensive pedestrian surveys. Due to the steep slope and inaccessibility by foot, the likelihood of encountering cultural or historical resources in these areas is extremely low.

- All prehistoric and historic sites identified during Class III inventories in California were/will be recorded on new or updated California Department of Parks and Recreation Form DPR 523 (Series 1/95), using the "Instructions for Recording Historical Resources" (Office of Historic Preservation, March 1995). The cultural resources contractor shall obtain permanent site numbers from the California Historical Resources Information System (CHRIS) Eastern Information Center (EIC) at UC Riverside, CA. Final approved site forms shall be submitted to the CHRIS EIC. Permanent site numbers shall then be used in all final reports prepared pursuant to the requirements of this PA.
- 2. Previously unknown traditional cultural properties identified during Class III inventories and/or through consultations with Tribes may be recorded on the DPR Form 523 for resources in California, unless a Tribe or an individual from a Tribe objects. If such objection arises, the properties may be recorded on a form and in a manner that is in accordance with the recommendations of the Tribe or of the individual. If the traditional cultural property is also a historic or archaeological site, those components of site will be recorded on the appropriate DPR form and filed with CHRIS EIC.
- 3. Over the past 30 years, seven cultural overview and survey reports have been conducted within the APE on behalf of the proposed DPV2 project:
 - Bean, Lowell John, Henry F. Dobyns, M. Kay Martin, Richard W. Stoffle, Sylvia Brakke Vane, and David R. M. White (1978).
 Persistence and Power: A Study of Native American Peoples in the Sonoran Desert and the Devers Palo Verde High Voltage Line.
 - Eckhardt, William T., Kristen E Walker, Richard L. Carrico (2005). Cultural Resources Inventory of the Proposed Devers to Palo Verde II 500kV Transmission Line, Riverside County, California.
 - Eckhardt, William T., and Stacie Wilson (2009). Cultural Resources Inventory of the Proposed DPV2 Colorado River Switchyard, Riverside County, California.

- Eckhardt, William T., and Stacie Wilson (2009). Cultural Resources Inventory of the Proposed Devers to Valley Substation Project, Riverside County, California.
- Eckhardt, William T., Stacie Wilson and Richard Carrico (2005). Cultural Resources Inventory for Proposed Series Capacitor Bank Improvements, Devers to Palo Verde I 500 kV Transmission Line Corridor and Proposed Conductor Ground Clearance Improvements, Devers to Palo Verde I 500 kV Transmission Line, Riverside County, California.
- McDougall, Dennis P., Joan George and Susan Goldberg (2006).
 Cultural Resources Surveys of Alternative Routes within California for the Proposed Devers Palo Verde 2 Transmission Project.
- Williams, Audry (2007). Archaeological Survey Report for a Portion of the Devers Palo Verde 2 Project, North of Alligator Rock Alternative, Riverside County, California.
- 4. Because seven cultural overview and survey reports have been conducted within the APE on behalf of the proposed DPV2 project, and because additional survey of the APE is anticipated, the BLM will ensure that a Summary Class III Cultural Resource Inventory Report (Summary Class III Report) is prepared to document the actions prescribed by paragraphs B.1-2 of this stipulation. The Summary Class III Report shall include the cumulative results of all records searches and field surveys, all DPR site records for the entire APE, and adequate references and access to associated reports. BLM will ensure that the draft Summary Class III Report is submitted concurrently by the BLM to the reviewing signatories for a 30 day review period, subject to the confidentiality requirements stipulated in this PA. Absent comments within this time frame, BLM may assume the reviewing signatories' concurrence that the draft Summary Class III Report is satisfactory. BLM will provide the reviewing signatories with written documentation indicating whether and how the draft Summary Class III Report will be modified in response to any timely comments received. Unless the reviewing signatories object to this documentation in writing to BLM within 30 days following receipt, BLM may finalize the Summary Class III Report, as it deems appropriate. BLM will then send this version to the Agua Caliente THPO and SHPO for a 30 day review period. Absent comments within this time frame, BLM may assume the Agua Caliente THPO's and/or SHPO's concurrence that the draft Summary Class III Report is satisfactory. The draft Summary Class III Report will be modified based on Agua Caliente THPO and SHPO comments and BLM will provide the reviewing signatories, Agua Caliente THPO and SHPO with written documentation indicating whether and how the draft Class III Report will be modified in response to any comments received. The CHRIS EIC will be provided with copies of the final Summary

Class III Report, subject to the confidentiality requirements stipulated in this PA.

C. BLM shall consult with the signatories, concurring parties, consulting parties and other interested parties to identify sites or areas of historic or cultural value to Native American and/or other ethnic groups, and to develop mechanisms to ensure that the views of these groups are considered in planning for the Undertaking, following the provisions of sections 101(d)(6)(A) and (B) of the NHPA.

VI. DETERMINATIONS OF ELIGIBILITY

- A. BLM will initially assume, for the purpose of the consultation that is the subject of this PA, that resources previously determined as National Register of Historic Places (NRHP) eligible by consensus or through formal determination by the Keeper of the Register and located within the APE continue to be NRHP eligible unless evidence is presented that would change that determination. For other potentially eligible resources within the APE that have not had a consensus or formal determination of NRHP eligibility, NRHP eligibility may be assumed if effects to the resources can be avoided by engineering design of the Undertaking.
- B. Where the implementation of the Undertaking may adversely affect a cultural resource, BLM, in consultation with the other signatories and concurring parties, shall evaluate and develop a determination of eligibility, pursuant to 36 CFR § 800.4(c)(1), for each such resource. BLM shall submit said determinations to the other signatories and concurring parties to this PA and, upon request, to other interested parties concurrently with and under the same review schedule for the draft Class III Report of stipulation V.B.3 above. Should a dispute arise over the subject determinations, BLM shall provide the Agua Caliente THPO and/or SHPO with a summary of the dispute in conjunction with BLM's consultations with the concurring parties, Agua Caliente THPO and/or SHPO below on the determinations. After the initial comment and response periods in stipulation V.B.3 above, BLM will forward determinations of eligibility, and any of the above dispute summaries, to the Agua Caliente THPO and/or SHPO as a part of the Agua Caliente THPO and/or SHPO 30 day review period under stipulation V.B.3. Absent comments within this time frame, BLM may assume, and formally document for the record, that the Agua Caliente THPO and/or SHPO has elected not to comment and assume the Agua Caliente THPO and/or SHPO's concurrence that the recommendations for eligibility are satisfactory. If the Agua Caliente THPO and/or SHPO provide comment, BLM will discuss that comment with the Agua Caliente THPO and/or SHPO and modify the determinations of eligibility accordingly or resolve

- any dispute that may arise in accordance with 36 CFR § 800.4(c)(2). For portions of the project located on Tribal Lands, the Agua Caliente THPO will assume functions of the SHPO, following the provisions of sections 101(d)(2) of the NHPA.
- C. BLM shall consult with the Agua Caliente THPO as a signatory, with Native American tribes as concurring parties to this PA, and with Native American Tribes as consulting parties for this undertaking regarding places of traditional value in order to ascertain the significance of these places relative to NRHP eligibility criteria (36 CFR § 60.4 and National Park Service National Register Bulletin 38).
- D. BLM shall evaluate properties identified subsequent to the conclusion of the inventory process in stipulation V.B.3 above but prior to the implementation of the Undertaking in accordance with 36 CFR § 800.4(c).

VII. EFFECTS ASSESSMENT

- A. BLM shall assess, in consultation with the other signatories and concurring parties, and in accordance with 36 CFR § 800.5(a), the effects of the Undertaking on specific Historic Properties, assumed or determined NRHP eligible, in the Undertaking's APE. This will be done concurrently with the distribution of the Summary Class III Report and the above determinations of eligibility (see stipulations V.B.3 and VI.C). These assessments will serve as the basis for the development of the Historic Properties Management Plan (HPMP) (see stipulation VIII).
- B. BLM shall assess, in consultation with the other signatories and concurring parties, and in accordance with 36 CFR § 800.5(a), the specific effects of the Undertaking on Historic Properties that are identified subsequent to the conclusion of the effects assessment process in stipulation VII.A above but prior to the implementation of the Undertaking in the area of the Historic Property. BLM shall consult with the other signatories and concurring parties in each such instance, and incorporate and account for the results of each such consultation in the HPMP.

VIII. HISTORIC PROPERTIES MANAGEMENT PLAN

A. Upon the completion of the impacts assessments of stipulation VII above and prior to the onset of any activity related to the implementation of the Undertaking, with the exception of the activities listed in stipulation XII.A.1 below, the Applicant shall develop, in consultation with the BLM, other signatories, and concurring parties, an HPMP that will:

- list the Historic Properties, assumed or determined, in the Undertaking's APE that the construction of the Project will unconditionally avoid,
- 2) specify the conditions that the Applicant will fulfill to ensure that the construction of the Project will not adversely affect Historic Properties in the Undertaking's APE,
- 3) individually specify how the Applicant will avoid, minimize, or mitigate any adverse effects that the agency finds that the construction of the Project may have on particular Historic Properties, determined and/or assumed
- 4) provide for the disposition of all properties that are found subsequent to the preparation of the HPMP as a result of BLM's efforts under stipulations IV.B, V, VI.D, and VII.B above and stipulation X below.

The HPMP will be implemented subsequent to the issuance of the BLM ROW and prior to the issuance of a Notice to Proceed for construction in those portions of the Project addressed by the HPMP. The HPMP shall be submitted for review and comment in accordance with stipulation VIII D.

- B. The HPMP shall state that the BLM, SHPO, Agua Caliente THPO, concurring parties and Applicant agree, that the HPMP shall contain a plan to further manage or prescribe additional treatment to Historic Properties (assumed and determined) within the APE during the future operation and maintenance of the transmission line where it traverses public lands through a ROW grant and consider effects to cultural resources in relation to those actions, operation and maintenance.
- C. The HPMP shall reflect the guidance provided in the Council's Treatment of Archaeological Properties (1980), Council's Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites (1999), and the Secretary of the Interior's Standards for the Treatment of Historic Properties and will be focused on the determination of the Project effects. In addition to the standard minimum requirements outlined in the above documents, the HPMP shall include:
 - 1. The methodology to be used to record any historic structures to sufficient architectural standards consistent with the National Park Service's requirements and recommendations;
 - 2. The methodology to be used to record information on any properties identified as Traditional Cultural Properties;

- 3. The proposed disposition of recovered materials and records which shall include a discussion of curation;
- 4. The procedures for treatment and disposition of any human remains, funerary objects, sacred objects, and objects of cultural patrimony;
- 5. A description of avoidance measures for Historic Properties assumed or determined eligible, which will ensure that the construction of the Project results in no adverse effects to the qualities and values that would qualify the property for inclusion on the NRHP. Avoidance measures for such properties may include, but not be limited to, temporary fencing, flagging, staking, or monitoring. This section of the HPMP will describe a *Plan for Monitoring and Discovery of Cultural Resources* for cultural resources encountered by the Applicant during the construction of the Project (see stipulation X) and provide a related schedule for completion and distribution;
- 6. The methods for testing and excavation in support of either NRHP assessments for properties that may be affected by the Undertaking and have not previously been evaluated, and/or data-recovery mitigation for NRHP eligible properties that will be affected by the Undertaking. These methods should describe excavation techniques, sample design and data requirements, and include a discussion of analysis methodology for all artifact types, chronometric, macrobotanical analysis, pollen analysis and faunal analysis and how those analyses can provide information relative to the associated research domains and questions;
- 7. Contain a culture history section, which addresses themes for the types of sites to receive treatment, and a research design section that develops appropriate research questions to apply to excavations and testing. For historic standing structures, it will include how to address architectural history and landscape;
- 8. A schedule for completing data recovery, including analysis, reporting and disposition of materials and records, as well as a schedule for completing the draft and final data recovery report(s);
- 9. A description of using the guidance in the HPMP to develop a treatment plan for Historic Properties that would be adversely affected by a modification to the Project (see stipulation XII B. 2).
- 10. A description of alternative mitigation measures to resolve adverse effects that do not entail data recovery.

D BLM shall submit the HPMP for a 30 day review to all reviewing signatories and those consulting parties that request to review cultural reports, for a 30 day review period. Absent comments within this time frame, BLM may assume the reviewing signatories' and consulting parties' concurrence. BLM will provide the reviewing signatories and consulting parties with written documentation indicating whether and how the draft HPMP will be modified in response to any timely comments received. BLM will then send this version to the Agua Caliente THPO and SHPO for a 30 day review and comment period. Absent comments within this time frame, BLM may assume the concurrence of the Agua Caliente THPO and SHPO that the draft HPMP is satisfactory. The draft HPMP will be modified based on any comments of the Agua Caliente THPO and SHPO. BLM will provide the reviewing signatories and other signatories with written documentation indicating whether and how the draft HPMP will be modified in response to any timely comments received by the Agua Caliente THPO and SHPO. BLM will provide the reviewing signatories and other signatories a copy of the final HPMP. Any disputes that may arise between BLM, another signatory, or concurring parties over the content of the HPMP shall be resolved in accordance with stipulation XV below.

IX. REPORTING REQUIREMENTS

A. BLM shall submit a Summary Class III Report (per Stipulation V B.4), HPMP (per Stipulation VIII), Discovery Report (per Stipulation X) and Monitoring Report (per StipulationVIII C.5) to reviewing signatories in complete but draft form for review. The reviewing signatories shall submit comments to BLM within 30 days of receipt unless the reviewing signatories and BLM mutually agree upon a different time period. Comments shall be incorporated into the final report(s). BLM shall distribute the final version of the report(s) to the reviewing signatories. Should any reviewing signatory fail to respond to a request to comment within the specified review timeframe, BLM shall assume they concur with the report(s) and any recommendations therein. A modified report will subsequently be submitted to the Agua Caliente THPO and SHPO for the same review time frames. Should the report(s) deal with sensitive information regarding sacred areas or other similar resources, BLM shall withhold specific information as confidential from any signatory or reviewing signatory who lacks interest in eligibility or management concerns based upon the negotiations with the Tribes and/or any other interested person(s) concerning confidentiality and the treatment for these resources.

X. DISCOVERIES AND UNANTICIPATED EFFECTS

- BLM will implement a Plan for Discovery of Cultural Resources, which A. will be part of the HPMP (see stipulation VIII), should the Applicant encounter a previously unknown cultural resource during the implementation of the Undertaking, or should the Applicant affect, directly or indirectly, a known Historic Property in an unanticipated manner. Where the implementation of the Undertaking may adversely affect a found component of a cultural resource which may be a Historic Property, all work within 200 feet of that find shall cease until BLM, in consultation with the SHPO or Agua Caliente THPO, as applicable, can evaluate the NRHP eligibility of the find, assess the probable character of the Undertaking's effects on it, and develop a resolution to any adverse effect. BLM shall consult with the other signatories and concurring parties throughout this process. If a previously unknown cultural resource has been determined to be damaged by the Undertaking, the resource will be evaluated for National Register eligibility. If eligible, a site damage assessment will be completed by an approved archaeologist. This report will be reviewed by the other signatories and concurring parties following the review procedures in stipulation IX. Appropriate mitigation measures will be recommended in the site damage assessment.
- B. The design and execution of data recovery or other mitigation measures (treatment) would be done in consultation with the other signatories and concurring parties. Mitigation measures would be agreed upon among all signatories and concurring parties. If treatment becomes necessary, the development of a treatment plan would reflect the structure described in the HPMP as described in stipulation VIII. In the event a dispute arises during consultation on appropriate mitigation measures, BLM shall proceed in accordance with stipulation XV to resolve the issue.

XI. NATIVE AMERICAN CONSULTATION, TREATMENT OF NATIVE AMERICAN HUMAN REMAINS AND ASSOCIATED FUNERARY OBJECTS

- A. BLM shall continue to facilitate consultation with the Tribes as the lead Federal agency for Section 106 compliance, and serve as the liaison and the coordinator for affairs with the Tribes.
- B. Work shall cease in a 200 ft. radius around human remains or funerary objects found in association with human remains that are encountered during inventory, evaluation, treatment phase fieldwork, or during the implementation of the Undertaking. Upon the discovery and recognition of identifiable human remains, BLM shall comply with the applicable and appropriate Federal, State, County or local laws and regulations, including

notifying the County Coroner or other designated official as required in California, as well as the SHPO. In the event that human remains are encountered on Federally-managed lands and are determined to be Native American as defined by NAGPRA (Public Law 101-601), the BLM will take responsibility for developing and executing treatment of those remains and the objects found in association with them by implementing BLM's procedures for complying with NAGPRA.

- C. In the event that Native American human remains or funerary objects found in association with such human remains are encountered on private or state lands in California, the Applicant shall treat the remains and objects in accordance with California Public Resources Code 5097.98. The Native American Heritage Commission, most likely descendent, the Applicant and the landowner will develop and execute a treatment plan for those remains as pursuant to Public Resource Code 5097.98.
- D. In the event that human remains, and associated funerary items, are found advertently or inadvertently, on Indian Lands, the County Coroner will be called upon to make a determination if the remains are human in nature, and will determine whether there is a forensic requirement. If the County Coroner, in consultation with the Agua Caliente THPO, determines that there is no forensic requirement, then the archaeological remains shall be subject to Tribal Policies, which are contained in *Tribal Historic Preservation Organization and Policies* (June 8, 2004) particularly in Chapter 4 titled *Treatment of Disturbed Human Remains Policy*. The Agua Caliente THPO shall monitor compliance with these guidelines.
- E. All Parties to this agreement are aware that Tribes may request that Native American human remains and associated funerary items be reburied/reinterred on or near the site of discovery, in an area that shall not be the subject to future subsurface disturbance. The BLM will consult with signatories and/or involved parties in an attempt to accommodate the reburial onto Federally-managed public lands any human remains or funerary items identified on public lands, taking into consideration applicable BLM procedures, Federal laws, and ordinances. However, the BLM's jurisdiction is limited only to Federally-managed public lands and does not extend to private and state lands. If necessary, the specifics and development of any treatment/reburial plan on public, private and/or state land will be more fully developed within the HPTP and/or a separate confidential document.
- F. All Parties to this agreement agree that, unless required by law, the locations of reburied human remains shall not be disclosed and shall not be governed by public disclosure requirement of the California Public Records Act. The County Coroner, signatories, and the BLM shall be asked to withhold public disclosure information relative to such

reburial/burials, pursuant to the specific exemption set forth in California Government code §6254(r)

XII. IMPLEMENTATION OF THE UNDERTAKING

- A. INITIATION OF CONSTRUCTION. After BLM has agreement from the other signatories and concurring parties on the Summary Class III Report, on eligibility evaluations done under stipulations VI.B and C, and on the effects assessments done under stipulation VII.A, some construction-related activities, those listed in stipulation XII.A.1 below, would be allowed to proceed in those portions of the Undertaking's APE where cultural studies have been completed and where no adverse effect to Historic Properties has been found pursuant to the following:
 - 1. The construction-related activities that the signatories and reviewing signatories to this PA agree may occur subsequent to the completion of the effects assessments of stipulation VII.A include only
 - a. the demarcation, set up, and use of staging areas for the Project's construction, and
 - b. the conduct of geotechnical boring investigations.
 - 2. The ultimate location of construction staging areas, geotechnical boring sites, and routes related to the access of each would be determined by BLM in consultation with the Applicant and the Tribes, and would be located exclusively in areas
 - a. where no Historic Properties, assumed or determined, exist, and
 - b. 25 meters beyond the known boundaries of such properties.
 - 3. Initiation of these activities on federal or tribal lands would not occur until ROWs have been issued by the respective federal or tribal land managers.
 - 4. These construction activities would be subject to the requirements in stipulation X regarding discoveries and stipulation XI regarding human remains and funerary objects.

B. Post-Review Modifications to the Undertaking

 It is anticipated that once the HPMP is finalized, certain minor modifications to the project may become necessary. Some of these modifications could include rerouting to avoid other environmental impacts, the establishment of construction camps, minor changes in access routes, and other construction contractor-dependent actions. BLM shall determine whether such modification require revisions of

- the Undertaking's APE, and, if so, BLM shall proceed in accordance with stipulation IV.B.2.
- 2. If a proposed modification to the Undertaking is found to adversely affect Historic Properties as a result of BLM's efforts under stipulation XII.B.1 above, then BLM shall attempt to move the activity that would cause the adverse effect, modify that activity in a manner that would avoid the adverse effect, or, if prudent and feasible, cancel the subject activity. If BLM cannot ultimately avoid the adverse effect, the agency shall prepare a treatment plan that follows the structure described in the HPMP for such modifications (see stipulation VIII A. 4). Review of the plan shall be in accordance with stipulation IX above.

XIII. AMENDMENTS TO THE AGREEMENT

- A. Any party to this PA may at any time propose amendments, whereupon all Parties to this PA shall consult to consider such amendments pursuant to 36 CFR §800.6(c)(7) and §800.6(c)(8). This PA may be amended only upon written agreement of the signatories and concurring parties.
- B. Each attachment to the PA may be individually amended through consultation of the parties without requiring amendment of the PA, unless the signatories and concurring parties through such consultation decide otherwise.
- C. Amendments to this PA shall take effect on the dates that they are fully executed by the signatories and concurring parties.
- D. If the PA is not amended through the above process, signatories to this PA may terminate the agreement in accordance with stipulation XV below.

XIV. WITHDRAWAL OR ADDITION OF PARTIES FROM/TO THE AGREEMENT

- A. The BLM will respond to any written request for consulting party, Invited Signatory or Concurring Party status pursuant to 36 CFR 800.2 and 36 CFR 800.3(f).
- B. Should an Invited Signatory or Concurring Party determine that its participation in the undertaking and this Agreement is no longer warranted, the party may withdraw from participation by informing the BLM of its intention to withdraw as soon as is practicable. The BLM shall inform the other parties to this Agreement of the withdrawal.
- C. Should conditions of the undertaking change such that other state, federal, or tribal entities not already party to this agreement request to participate,

the BLM will invite the new party to sign the Agreement and notify the other consulting parties

XV. DISPUTE RESOLUTION

- A. Should the SHPO, Agua Caliente THPO, concurring parties or the BLM object at any time to the manner in which the terms of this PA are implemented, the BLM will immediately notify the objecting concurring or signatory party and request their comments on the objection within 30 days, and then proceed to consult with the other concurring and/or signatory parties for no more than 30 days to resolve the objection. The BLM will take any comments provided into account.
- B. If the BLM determines that the objection can be resolved within the consultation period, the BLM may authorize the disputed action to proceed in accordance with the terms of such resolution.
- C. If at the end of the 30 day consultation period, the BLM determines that the objection cannot be resolved through such consultation or through the stipulations of this PA, the BLM will forward all documentation relevant to the objection to the Council per 36 CFR §800.2(b)(2). Any comments provided by the Council within 30 days after its receipt of all relevant documentation will be taken into account by the BLM in reaching a final decision regarding the objection. The BLM will notify the SHPO, Agua Caliente THPO, the Council, the Applicant and concurring parties in writing of its final decision within 14 days after it is rendered. The BLM shall have the authority to make the final decision resolving the objection.
- D. The BLM's responsibility to carry out all other actions under this PA that are not the subject of the objection will remain unchanged.
 - 1. If at any time during implementation of the terms of this PA, should an objection pertaining to the PA or HPMP be raised by a member of the public, the BLM shall immediately notify the SHPO and Agua Caliente THPO about the objection and take the objection into account. The other signatories and concurring parties may comment on the objection to the BLM. The BLM shall consult with the objecting party(ies) for no more than 30 days. Within 14 days following closure of consultation, the BLM will render a decision regarding the objection and notify all parties of its decision in writing. In reaching its final decision, the BLM will take into account all comments from the parties regarding the objection. The BLM shall have the authority to make the final decision resolving the objection. Any dispute pertaining to the NRHP eligibility of Historic Properties

or cultural resources covered by this PA will be addressed by the BLM per 36 CFR §800.4(c)(2

XVI. TERMINATION

- A. Only signatories may terminate this PA. If this PA is not amended as provided for in Stipulation XIV A and B, or if the signatories propose termination of this PA for other reasons, the signatory proposing termination shall notify the other signatories in writing, explain the reasons for proposing termination, and consult for no more than 30 days to seek alternatives to termination.
- B. Should such consultation result in an agreement on an alternative to termination, the signatories shall proceed in accordance with that agreement.
- C. Should such consultation fail, the signatory proposing termination may terminate this Agreement by promptly notifying the other signatories in writing.
- D. Should this PA be terminated, then the BLM, as lead for the other federal land managing agencies, shall either consult in accordance with 36 CFR §800.14(b) to develop a new Agreement or request the comments of the Council pursuant to 36 CFR §800.4-800.6.
- E. Beginning with the date of termination, the BLM shall ensure that until and unless a new PA is executed for the actions covered by this PA, such undertakings shall be reviewed individually in accordance with 36 CFR §800.4-800.6.

XVII. DURATION OF THIS AGREEMENT

A. Unless the PA is terminated pursuant to stipulation XV above, another agreement executed for the Undertaking supersedes it, or the Undertaking itself has been terminated, this PA will remain in full force and effect for the life of the ROW granted by the BLM or fifty (50) years from its effective date unless extended. All parties to this PA shall consult to reconsider the terms of this PA before it expires and, if acceptable, extend the term of this PA for the subsequent duration of a renewed ROW or less, and continue such reconsideration within ten (10) years after each date of execution of a renewal of this PA. Reconsideration may include continuation of the PA as originally executed or amended, or termination. Extensions are treated as amendments to the PA under Stipulation XIII.

- B. The terms of this PA shall be satisfactorily fulfilled within five (5) years following the date of execution by the signatories. If BLM determines that this requirement cannot be met, all parties to this PA will consult to reconsider its terms. Reconsideration may include continuation of the PA as originally executed, amendment, or termination. In the event of termination, BLM will comply with stipulation XV.C if it determines that the Undertaking will proceed notwithstanding termination of this PA.
- C. If the Undertaking has not been implemented within 5 years following execution of this PA by the signatories, this PA shall automatically terminate and have no further force or effect. In such event, BLM shall notify the other signatories and concurring parties to this PA, in writing, and, if it chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 CFR Part 800.

XVIII. EFFECTIVE DATE

This PA shall take effect on the date that it has been fully executed by the Bureau of Land Management, the California State Historic Preservation Officer and the Agua Caliente Tribal Historic Preservation Officer. Attachments to this PA shall take effect on the dates they are fully executed by the signatories and concurring parties, or such other self-executing dates as may be described in those attachments.

XIXI. ANNUAL MEETING

Until such time as the HPMP has been accepted, the Parties to this PA agree to meet annually, beginning one year from the date of the execution of this PA to discuss implementation of this PA and other items of mutual interest if such a request is made by one of the Parties.

EXECUTION AND IMPLEMENTATION OF THIS PA is evidence that BLM has afforded the Council a reasonable opportunity to comment on the Undertaking and its effects on Historic Properties. The signatories to this PA represent that they have the authority to sign for and bind the entities on behalf of whom they sign.

SIGNATORY PARTIES:

U.S. BUREAU OF LAND MANAGEMENT John R. Kalish

BY:_	And	Kahola	_ DATE	6/4/2010
		ē		

TITLE: Bureau of Land Management Palm Spring/South Coast Field Manager

CALIFORNIA STATE HISTO	DRIC
PRESERVATION OFFICER Milford Wayne Donaldson,	11
Milford Wayne Donaldson,	

BY: und wayer and DATE 6/9/2010

TITLE: FAIA, State Historic Preservation Officer

AGUA-CALIENTE TRIBAL HISTORIC PRESERVATION OFFICER Patricia Tuck

BY: Pi Tom DATE 6/1/10

TITLE: Agua Caliente Tribal Historic Preservation Officer

INVITED SIGNATORY

SOUTHERN CALIFORNIA EDISON COMPANY

BY: P. Min Ider DATE 7-6-2010

TITLE: DIRECTOR, PROJECT MANAGEMENT

CONCURRING PARTIES

ECHANGA BAND OF MISSION INDIANS	
TY: Maly Neuman DATE June 15,2	0/0
Mark Macarro, Tribal Chairman	
AN MANUEL BAND OF MISSION INDIANS	
BY:DATE	
TITLE:	
OBOBA BAND OF LUISENO INDIANS	
BY:DATE	
TITLE:	

Attachment A Cultural Resources Potentially within DPV2 APE

<u>Table 1</u> <u>Cultural Resources within the APE on the Devers to Valley Segment</u>

Record No.	Site Type	Record No.	Site Type
CA-RIV-1395	Rock Circle	CA-RIV-9120	Bedrock milling feature
CA-RIV-1404	Bedrock milling feature	CA-RIV-9121	Bedrock milling feature
CA-RIV-2830	Bedrock milling feature	CA-RIV-9122	2 Bedrock milling features
CA-RIV-4715	Historic Road	CA-RIV-9190	Bedrock milling features, projectile point; historic granite quarry area, trash scatter
CA-RIV-5066T	Trail segment	CA-RIV-9192	Bedrock milling feature
CA-RIV-5069H	2 Foundations and cistern	CA-RIV-9192	Bedrock milling features, mine, historic trash scatter, foundation, explosives shack
CA-RIV-5072H	Foundation, walls, trash scatter	CA-RIV-9193	Bedrock milling feature
CA-RIV-5073H	Catch basin and drain	P33-15103	Historic Roads
CA-RIV-9498H	Southern Pacific Railroad (SPRR) and Union Pacific Railroad (UPRR)	P33-171578	Fence, steel plate trough, and ornamental palm tree
CA-RIV-11265H	Colorado River Aqueduct	P33-17580	Wall and dam
CA-RIV-11280H	Old Banning-Idyllwild Road	P33-17582	Lithic scatter
CA-RIV-7009	Bedrock milling features and lithic scatter	P33-17583	Rock Ring
CA-RIV-9112	Bedrock milling feature	P33-17587	Historic Trash Scatter
CA-RIV-9113	Bedrock milling feature	P33-17591	Historic Trash Scatter
CA-RIV-9114	3 Bedrock milling features	P33-17595	1939 cement/cobble levee
CA-RIV-9115	Historic Trash Scatter	P33-12310	Isolate, ceramic figurine fragment
CA-RIV-9116	3 Bedrock milling features	P33-13499	Isolate, millingstone or cogstone
CA-RIV-9117	Historic Trash Scatter	P33-17586	Isolate, potsherd
CA-RIV-9118	Bedrock milling feature	P33-17638	Isolate, potsherd
CA-RIV-9119	Bedrock milling feature	_	

<u>Table 2</u>
<u>Cultural Resources within the APE on the Devers to Colorado River Switchyard Segment</u>

Record No.	Туре	Record No.	Туре
CA-RIV-1635H	Historic pet cemetery	CA-RIV-9006	Trash scatter
CA-RIV-164T	Trail segment/rock cairns (2)	CA-RIV-9007	Lithic scatter
CA-RIV-183T	Trail segment	CA-RIV-9008	Lithic scatter
CA-RIV-250T	Trail Segments/ junction	CA-RIV-9009	Trash scatter
CA-RIV-343T(b)	Trail segment	CA-RIV-9010	Lithic scatter
CA-RIV-343T(c)	Trail Segment	CA-RIV-9011	Trash scatter
CA-RIV-53T(b)/ CA- RIV-3669T	Trail segment	CA-RIV-9012	Hearth features
CA-RIV-53T(c)	Trail segment	CLS-1	Trash scatter
CA-RIV-53T(d)	Trail segment	CLS-2	Trash scatter
CA-RIV-650T	Trail Segment	CLS-4	Trash scatter
CA-RIV-673T	Trail Segments (2)/DTC/C-AMA trash scatter	CLS-5	Historic road
CA-RIV-772T	Trail Segment	P33-013561	Historic adobe ruin
CA-RIV-775T	Trail Segment	P33-013562	Isolate flake
CA-RIV-893T	Trail segment	P33-013563	Float quarry/assay lithic scatter
CA-RIV-1018	Bedrock milling feature, lithic & ceramic sherd scatter	P33-013564	Isolate ceramic sherd

CA-RIV-1115	Trail segments (2)	P33-013565	Isolate ceramic sherds (2)
CA-RIV-1117H(a)	DTC/C-AMA Munitions Magazine Area	P33-013566	Isolate ceramic sherd
CA-RIV-1117H(b)	DTC/C-AMA Camp Young Firing Range Area	P33-013567	Historic refuse deposit
CA-RIV-1119	ceramic scatter including 20+; lithic scatter; metate fragment; fire-affected rock; discolored soil deposits	P33-013568	Isolate ceramic sherd
CA-RIV-1383	N Chuckwalla Mtns NRHP Petroglyph District	P33-013569	Historic retaining wall, compound, trash scatter
CA-RIV-1808	Ceramic sherd scatter	P33-013571	Lithic reduction locus
CA-RIV-1809H	DTC/C-AMA remains	P33-013572	Isolate tool
CA-RIV-1810H	DTC/C-AMA remains	P33-013573	Rock cairn
CA-RIV-1811	Sparse lithic scatter	P33-013575	Isolate historic milk bottle
CA-RIV-1812	Rock ring (½)	P33-013576	Trail segment
CA-RIV-1813	Rock rings (2), lithic reduction locus	P33-013578	Float quarry assay/assay locus
CA-RIV-1814 ‡	N Chuckwalla Mtn NRHP Quarry District	P33-013579	Lithic scatter and rock cairns (3)
CA-RIV-1815	Rock ring (1)	P33-013586	Rock ring (1)
CA-RIV-1816	Rock rings (4)	P33-013587	Float assay locus
CA-RIV-1817	Ceramic sherd scatter	P33-013588	DTC/C-AMA rock cairn
CA-RIV-1818	Ceramic sherd scatter	P33-013590	Rock cairn (1)
CA-RIV-1819	Cobble quarry locus & ceramic sherd scatter	P33-013591	Isolate biface
CA-RIV-1820	Lithic scatter	P33-013592	Historic refuse deposit
CA-RIV-1821	large, shallow deposit; lithic scatter; ceramic scatter; fire hearth features	P33-013593	Sub-modern refuse deposit
CA-RIV-1822	lithic scatter, ceramic scatter; hearth features	P33-013594	Historic refuse deposit
CA-RIV-1823	Ceramic sherd and lithic scatter	P33-013595	Isolate ceramic sherd
CA-RIV-2793	Lithic quarry	P33-013596	DTC/C-AMA refuse scatter
CA-RIV-2794	Lithic quarry	P33-013597	Historic refuse deposit
CA-RIV-2795	Lithic quarry	P33-013598	DTC/C-AMA refuse scatter
CA-RIV-2796	Lithic quarry	P33-013599	Sparse lithic scatter
CA-RIV-5545/H	Roadway	P33-013600	DTC/C-AMA refuse deposit
CA-RIV-7127H	Transmission line	P33-013601	DTC/C-AMA foxhole features
CA-RIV-7488	Lithic scatter	P33-013602	DTC/C-AMA refuse deposit
CA-RIV-7489	Historic foundation, refuse scatter and industrial activity locus	P33-013603	DTC/C-AMA refuse deposit
CA-RIV-7490	DTC/C-AMA refuse deposit	P33-013604	Rock ring (1)
CA-RIV-9005	DTC/C-AMA		

<u>Table 3</u>
<u>Cultural Resources within the APE on the North of Alligator Rock Alternative</u>

Record No.	Site Type
CA-RIV-7019H	Historic refuse deposit
CA-RIV-7020H	Historic refuse deposit
P33-8706	Southern California Telephone Pole Line
P33-13648	Lithic scatter and rock cairns
P33-13587	Lithic reduction locus
P33-14192	Historic refuse deposit
P33-15088	Historic refuse deposit
P33-15089	Historic refuse deposit
P33-15090	Historic refuse deposit
P33-15091	Sleeping circle and lithic scatter
P33-15092	Sleeping circle
P33-15093	Lithic reduction locus
P33-15094	Historic refuse deposit
P33-15095	Trash scatter
P33-15096	Historic refuse deposit
P33-15097	DTC/C-AMA
P33-15098	Rock ring
P-33-15101	Lithic reduction locus
P33-15106	Isolate- ceramic sherd
P-33-15108	Isolate-quartzite hammerstone
P-33-15970	Rock ring
P-33-15971	DTC/C-AMA
P-33-15972	Historic road
P-33-15973	Trash scatter

Attachment B Project Area/Area of Potential Effects Map









