

**Appendix 3A**  
**Water Rights Table**

Water Rights in Newark Valley Hydrographic Basin

Basin	App	Change App.	Cert	File Date	Status	Source	POD QQ	POD Qtr	POD Sec	POD Twn	POD Rng	Div Rate (CFS)	Type of Use	Sup	Annual Duty	Units <sup>1</sup>	County	Owner of Record
154	01786			1/10/1922	VST	SPR	NE	SE	18	18N	58E	0	STK					ADAMS-MCGILL COMPANY
154	33806			9/27/1977	CAN	UG	SE	SE	17	17N	55E	0	IRR			0	WP	ADDLEMAN, DEVONE
154	33805			9/27/1977	CAN	UG	NE	NE	17	17N	55E	0	IRR			0	WP	ADDLEMAN, FRANK R.
154	26824			7/7/1972	CAN	UG	SE	NE	18	17N	55E	5.4	IRR				WP	ADDLEMAN, LA MOYNE
154	26825			7/7/1972	CAN	UG	NW	SE	18	17N	55E	5.4	IRR				WP	ADDLEMAN, LA MOYNE
154	26826			7/7/1972	CAN	UG	SE	SE	18	17N	55E	5.4	IRR				WP	ADDLEMAN, LA MOYNE
154	33808			9/27/1977	CAN	UG	SW	SW	17	17N	55E	0	IRR			0	WP	ADDLEMAN, LAMOYNE
154	41012	30043		4/3/1980	CAN	UG	NW	NE	18	17N	55E	2	IRR		1447.59	AFA	WP	ADDLEMAN, LAMOYNE E.
154	41013	30044		4/3/1980	CAN	UG	SE	SW	18	17N	55E	3	IRR		2171.39	AFA	WP	ADDLEMAN, LAMOYNE E.
154	41014	30045		4/3/1980	CAN	UG	NW	NE	18	17N	55E	2	IRR		1447.59	AFA	WP	ADDLEMAN, LAMOYNE E.
154	33807			9/27/1977	CAN	UG	NW	NW	17	17N	55E	0	IRR			0	WP	ADDLEMAN, PATRICIA A.
154	1085			8/12/1908	CAN	SPR				16N	57E	0	UKN			0	WP	ALLEN, GEO. H.
154	21739			1/10/1964	CAN	STR	NW	NE	5	19N	55E	2.7	IRR		640	AFA	WP	ARAMBEL, JEANNE M.
154	39988			12/17/1979	CAN	UG	NE	NW	17	17N	58E	5.4	IRD		1280	AFA	WP	ARNER, CAROL D.
154	39989			12/17/1979	CAN	UG			17	17N	58E	5.4	IRD		1280	AFA	WP	ARNER, EDWARD L.
154	23769	21481	6840	3/22/1967	CER	UG	SW	SW	15	19N	55E	2.67	IRD	Y	520	AFA	WP	BARRICK GOLD U.S. INC
154	4777		470	12/13/1917	CER	SPR	NE	SW	7	17N	58E	0.011	STK		1.35032	AFA	WP	BARRICK GOLD U.S. INC.
154	81665T	62953		3/15/2012	PER	UG	SW	NW	26	17N	55E	0.959	MM		230.1	AFA	WP	BARRICK GOLD U.S. INC.
154	81666T	21278		3/15/2012	PER	UG	SW	NW	26	17N	55E	0.42	MM		240	AFA	WP	BARRICK GOLD U.S. INC.
154	81667	62953		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.959	MM		230.1	AFA	WP	BARRICK GOLD U.S. INC.
154	81668	62954		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.18	MM		53.877	AFA	WP	BARRICK GOLD U.S. INC.
154	81669	62955		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.824	MM		492.123	AFA	WP	BARRICK GOLD U.S. INC.
154	81670	21278		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.42	MM		240	AFA	WP	BARRICK GOLD U.S. INC.
154	81671	23769		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.18	MM		120	AFA	WP	BARRICK GOLD U.S. INC.
154	81672	23508		3/15/2012	RFA	UG	SW	NW	26	17N	55E	1.012	MM		240	AFA	WP	BARRICK GOLD U.S. INC.
154	81673	23510		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.709	MM		132	AFA	WP	BARRICK GOLD U.S. INC.
154	81674	23511		3/15/2012	RFA	UG	SW	NW	26	17N	55E	0.185	MM		132	AFA	WP	BARRICK GOLD U.S. INC.
154	21278		6804	5/16/1963	CER	UG	NW	NW	15	19N	55E	2.67	IRD	Y	1040	AFA	WP	BARRICK GOLD U.S. INC.
154	23508	21214	6838	11/22/1966	CER	UG	SW	NE	22	19N	55E	5.4	IRD		1280	AFA	WP	BARRICK GOLD U.S. INC.
154	23510	21212	6778	11/22/1966	CER	UG	SW	NW	22	19N	55E	3.438	IRR		640	AFA	WP	BARRICK GOLD U.S. INC.
154	23511	21213	6839	11/22/1966	CER	UG	SW	SW	22	19N	55E	2.627	IRR		640	AFA	WP	BARRICK GOLD U.S. INC.
154	7709T	23769		3/28/2012	PER	UG	SW	NW	26	17N	55E	0.18	MM		120	AFA	WP	BARRICK GOLD US INC
154	77345T	62947		8/27/2008	WDR	UG	SW	SE	22	19N	55E	1.7	IRR		519.9	AFA	WP	BARRICK GOLD US INC
154	77346	62947		8/27/2008	PER	UG	SW	SE	22	19N	55E	1.7	IRR	Y	520	AFA	WP	BARRICK GOLD US INC
154	77352			9/3/2008	PER	UG	SW	SE	22	19N	55E	0.4	IRR	Y	0	AFA	WP	BARRICK GOLD US INC
154	39030			9/11/1979	DEN	UG	SE	SE	8	17N	55E	5.4	IRD		1280	AFA	WP	BARRON, CLESTE S.
154	39031			9/11/1979	DEN	UG	SW	NE	8	17N	55E	5.4	IRD		1280	AFA	WP	BARRON, WESLEY G.
154	37159			3/23/1979	WDR	UG	NW	NE	11	17N	54E	5.4	IRD		1280	AFA	WP	BARTON, FAYE
154	09774			9/11/2008	VST	UG	NE	SW	31	18N	55E	2	STK		0	AFA	WP	BAUMANN, JAMES E. AND VERA L.
154	29539		10683	7/14/1975	CER	SPR	NW	NW	22	16N	57E	0.053	MM		19.3341	AFA	WP	BEMA GOLD (U.S.) INC.
154	24034		7977	8/3/1967	CER	UG	NE	SE	20	16N	57E	0.004	DOM		3.19166	AFA	WP	BEMA GOLD (U.S.) INC.
154	24035		7973	8/3/1967	CER	UG	NE	SW	18	16N	57E	0.02	IND		14.4545	AFA	WP	BEMA GOLD (U.S.) INC.
154	18575			2/10/1960	CAN	UG	SE	SW	14	18N	55E	5.4	IRD				WP	BOATWRIGHT, CLARENCE OTTO
154	22973			2/21/1966	WDR	UG	SE	SE	21	18N	55E	5.4	IRR		0		WP	BOATWRIGHT, GENE EDWARD
154	18574		7195	2/10/1960	CER	UG	SE	SW	11	18N	55E	5.25	IRD		1280	AFA	WP	BOATWRIGHT, OTTO EDSON
154	18576			2/10/1960	ABR	UG	NW	NW	9	18N	55E	0	IRD		0	AFA	WP	BOATWRIGHT, RUBY BURNETT
154	37101			3/19/1979	CAN	UG	SE	NW	22	18N	55E	0	IRR		0		WP	BONNETT, ALLEN L.
154	37100			3/19/1979	CAN	UG	SW	NE	22	18N	55E	0	IRR		0		WP	BONNETT, E.V.
154	22512			3/26/1965	CAN	UG	SE	NW	18	17N	55E	5.4	IRD				WP	BRADY, GAY A.
154	22513			3/26/1965	CAN	UG	SE	NW	18	17N	55E	5.4	IRD		0		WP	BRADY, GAY A.
154	22510			3/26/1965	CAN	UG	SE	NE	18	17N	55E	5.4	IRD				WP	BRADY, LLOYD E.

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154	22511			3/26/1965	CAN	UG	SE	SE	18	17N	55E	5.4	IRD		0		WP	BRADY, LLOYD E.
154	26103			5/4/1971	DEN	UG	SE	SE	18	17N	55E	5.4	IRR				WP	BRADY, LLOYD E.
154	26104			5/4/1971	DEN	UG	SE	NE	18	17N	55E	5.4	IRR				WP	BRADY, LLOYD E.
154	37154			3/23/1979	DEN	UG	SE	SW	7	17N	55E	5.4	IRD		1280	AFA	WP	BRYAN, MARILYN
154	37157			3/23/1979	DEN	UG	SW	SW	13	17N	54E	5.4	IRD		1280	AFA	WP	BRYAN, NORMAN
154	7579		1238	11/27/1925	CER	SPR	SW	NW	22	16N	55E	0.02	STK		14.4852	AFA	WP	BUREAU OF INDIAN AFFAIRS-U.S.
154	50151			9/8/1986	WDR	UG	NE	NW	17	18N	58E	2	MM		403.069	AFA	WP	CANAM GOLD CORPORATION
154	4412		1030	4/27/1917	CER	SPR	SW	SE	7	16N	58E	0.02	MM		0	AFA	WP	CENTURY GOLD, LLC
154	01324			8/3/1914	VST	SPR	NW	NW	17	16N	58E	0.025	MM		0	AFA	WP	CENTURY GOLD, LLC
154	31256		10766	3/29/1977	CER	STR	NW	NE	18	16N	58E	0.078	MM		20.8685	AFA	WP	CENTURY GOLD, LLC
154	31257		10767	3/29/1977	CER	STR	SW	NE	18	16N	58E	0.078	MM		20.8685	AFA	WP	CENTURY GOLD, LLC
154	39079		10772	9/19/1979	CER	UG	SW	NE	18	16N	58E	0.1181	MM		63.247	AFA	WP	CENTURY GOLD, LLC
154	8403		1626	12/5/1927	CER	SPR	NE	NE	6	18N	55E	0.025	STK		18.4748	AFA	WP	CHLOE HELD TRUST
154	01082			4/2/1912	VST	SPR	NW	SE	25	19N	54E	0.025	STK				WP	CHLOE HELD TRUST
154	8300		2552	8/22/1927	CER	SPR	NW	NE	34	19N	57E	0.016	STK		9.32946	AFA	WP	CHLOE HELD TRUST
154	5835		716	11/5/1919	CER	SPR	SW	NW	17	20N	55E	0.015	STK		6.35262	AFA	WP	CHLOE HELD TRUST
154	5836		1638	11/5/1919	CER	SPR	NE	SE	22	20N	55E	0.034	STK		24.6126	AFA	WP	CHLOE HELD TRUST
154	5838		718	11/5/1919	CER	SPR	SE	NW	6	20N	55E	0.015	STK		4.54197	AFA	WP	CHLOE HELD TRUST
154	7227		1642	10/6/1924	CER	SPR	NE	NE	3	20N	55E	0.373	IRR		181	AFA	WP	CHLOE HELD TRUST
154	01751			11/12/1919	VST	SPR	NW	NE	8	20N	55E	0	IRR				EU	CHLOE HELD TRUST
154	01754			1/6/1921	VST	SPR	NW	NE	27	20N	55E	0	STK				EU	CHLOE HELD TRUST
154	01755			1/6/1921	VST	SPR	SW	SE	22	20N	55E	0	STK				EU	CHLOE HELD TRUST
154	01756			1/6/1921	VST	SPR	NE	SE	22	20N	55E	0	STK				EU	CHLOE HELD TRUST
154	21943		7066	4/10/1964	CER	STR	NE	NE	5	19N	55E	0.67	IRD		484.94	AFA	WP	CHLOE HELD TRUST
154	7487		1470	8/28/1925	CER	UG	NE	NE	34	17N	55E	0.019	STK		10.0905	AFA	WP	CHLOE HELD TRUST
154	7488		1230	8/28/1925	CER	UG	NE	SW	4	17N	55E	0.019	STK		10.3259	AFA	WP	CHLOE HELD TRUST
154	21210		6378	4/22/1963	CER	UG	NW	SE	8	18N	55E	0.0163	STK		11.64	AFA	WP	CHLOE HELD TRUST
154	21211		6379	4/22/1963	CER	UG	NE	NE	30	18N	55E	0.0163	STK		11.64	AFA	WP	CHLOE HELD TRUST
154	7870		1364	8/26/1926	CER	UG	NW	NW	23	18N	55E	0.027	STK		19.26	AFA	WP	CHLOE HELD TRUST
154	8301		1813	8/22/1927	CER	UG	SE	NE	15	18N	57E	0.039	STK		28	AFA	WP	CHLOE HELD TRUST
154	21209		6377	4/22/1963	CER	UG	NE	NE	16	19N	55E	0.0163	STK		11.6495	AFA	WP	CHLOE HELD TRUST
154	6370		1381	1/6/1921	CER	UG	SW	NE	5	19N	57E	0.031	STK		5.59	AFA	WP	CHLOE HELD TRUST
154	5582		628	6/27/1919	CER	STR	NE	NE	4	19N	55E	0.648	IRR		168.5	AFS	WP	CHLOE HELD TRUST U/W PAUL R. HEAD
154	4703		492	11/15/1917	CER	SPR	NE	NE	6	19N	55E	0.025	STK		4.48059	AFA	WP	CHLOE HELD TRUST U/W PAUL R. HELD
154	4704		493	11/15/1917	CER	SPR	SW	SE	6	19N	55E	0.025	STK		4.48059	AFA	WP	CHLOE HELD TRUST U/W PAUL R. HELD
154	8571		1735	6/14/1928	CER	SPR	SW	SE	29	20N	55E	0.017	STK		6.90503	AFS	EU	CHLOE HELD TRUST U/W PAUL R. HELD
154	2401		348	4/8/1912	CER	STR			9	19N	55E	0.316	IRR		25	AFS	WP	CHLOE HELD TRUST U/W PAUL R. HELD
154	9199		2025	1/10/1929	CER	UG	NW	SE	30	19N	56E	0.028	STK		20.1627	AFA	WP	CHLOE HELD TRUST U/W PAUL R. HELD
154	30172		9244	4/16/1976	CER	UG	SE	SE	34	20N	55E	2.59	IRR		578.2	AFA	WP	CHLOE HELD TRUST U/W PAUL R. HELD
154	32895			7/22/1977	DEN	UG	SE	SE	4	18N	55E	2.7	IRC		640	AFA	WP	CLAYTON, THOMAS S.
154	21500			9/4/1963	DEN	UG	SE	SW	20	19N	55E	6	IRR		1280	AFA	WP	COFFEE, DOROTHY JEAN
154	23743	21260	7553	3/9/1967	CER	UG	SW	SE	27	19N	55E	3.1	IRD	Y	388	AFA	WP	DALY, MARK
154	33316		12761	8/23/1977	CER	UG	SW	SE	27	19N	55E	2.36	IRR	Y	466	AFA	WP	DALY, MARK
154	41028			4/8/1980	WDR	UG	SW	NE	27	19N	55E	5.4	IRR		1280	AFA	WP	DALY, MARK
154	21441			8/5/1963	WDR	UG	SW	NW	34	19N	55E	5.4	IRR		1280	AFA	WP	DAY, NELL F.
154	10849			7/29/1942	WDR	SPR	NW	NE	9	20N	55E	2	IRR				WP	DE BARNARDI, ANGELA
154	6599		833	12/5/1921	CER	SPR	NE	SW	17	18N	58E	0.013	STK		5.64678	AFS	WP	DICKENSON, DOROTHY
154	6600		834	12/5/1921	CER	SPR	SE	NW	20	18N	58E	0.013	STK		5.64678	AFS	WP	DICKENSON, DOROTHY
154	1633		44	3/25/1910	CER	SPR	NW	NE	21	16N	55E	0.025	STK		18.1065	AFA	WP	DIXON, THOMAS
154	01422			9/14/1915	VST	SPR	SW	SW	21	16N	55E	0.01	STK				WP	DIXON, THOMAS
154	01063			12/21/1911	VST	SPR	SE	SW	7	18N	55E	0.01	STK				WP	DIXON, THOMAS

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154	01450			3/23/1916	VST	SPR	SE	NE	6	18N	55E	0.013	STK				WP	DIXON, THOMAS
154	1082			8/5/1908	CAN	SPR				18N	55E	0	IRR		0		WP	EDWARDS, W.B.
154	36209			11/28/1978	CAN	UG	NW	SW	19	18N	55E	0	MM		0	AFA	WP	ERICKSON, EINER C.
154	01311			5/11/1914	VST	SPR	NE	NW	28	18N	56E	0.025	STK				WP	EUREKA LAND & STOCK COMPANY
154	3638			10/20/1915	WDR	SPR	SW	NE	5	17N	56E	0.025	STK				WP	FLORIO, A.C.
154	7723			4/21/1926	SUP	SPR	NW	SW	5	16N	58E	0.5	MM				WP	FRANCIS CUTTING CO.
154	7737			5/7/1926	SUP	SPR	SW	NW	5	16N	58E	0	MM		0		WP	FRANCIS CUTTING CO.
154	7738		1479	5/7/1926	CER	SPR	SE	NW	5	16N	58E	0.007	MM		0		WP	FRANCIS CUTTING CO.
154	7741			5/10/1926	WDR	SPR	SE	SW	5	16N	58E	0.5	MM				WP	FRANCIS CUTTING CO.
154	7715		1480	4/21/1926	CER	SPR	SE	SE	6	16N	58E	0.033	MM		0		WP	FRANCIS CUTTING COMPANY
154	7716		1478	4/21/1926	CER	SPR	NE	SE	6	16N	58E	0.013	MM		0		WP	FRANCIS CUTTING COMPANY
154	7717			4/21/1926	WDR	SPR	NW	SE	6	16N	58E	0.5	MM		0		WP	FRANCIS CUTTING COMPANY
154	7718			4/21/1926	WDR	SPR	SW	SE	6	16N	58E	0.5	MM				WP	FRANCIS CUTTING COMPANY
154	7719			4/21/1926	WDR	SPR	SE	NE	6	16N	58E	0.5	MM		0		WP	FRANCIS CUTTING COMPANY
154	7720			4/21/1926	WDR	SPR	SW	NE	6	16N	58E	0.5	MM		0	AFA	WP	FRANCIS CUTTING COMPANY
154	7721			4/21/1926	WDR	SPR	SW	NW	6	16N	58E	0.5	MM				WP	FRANCIS CUTTING COMPANY
154	7722			4/21/1926	WDR	SPR	SW	SW	5	16N	58E	0.5	MM				WP	FRANCIS CUTTING COMPANY
154	7740			5/10/1926	WDR	SPR	NE	SW	5	16N	58E	0.5	MM				WP	FRANCIS CUTTING COMPANY
154	7746		1477	5/11/1926	CER	SPR	NE	NW	8	16N	58E	0.007	MM		0		WP	FRANCIS CUTTING COMPANY
154	7747			5/11/1926	CAN	SPR	SW	NW	8	16N	58E	0.5	MM				WP	FRANCIS CUTTING COMPANY
154	8020	7723		3/2/1927	DEN	SPR	NW	SW	5	16N	58E	0.5	STK				WP	FRANCIS CUTTING COMPANY
154	8021	7747		3/2/1927	DEN	SPR	SW	NW	8	16N	58E	0.5	STK				WP	FRANCIS CUTTING COMPANY
154	8019	7737		3/2/1927	DEN	SPR	SW	NW	5	16N	58E	0.5	STK				WP	FRANCIS CUTTING COMPANY A CORP
154	7646		2359	2/28/1926	CER	SPR	SE	NW	15	16N	57E	0.1	MM		0		WP	FRASER, P.C.
154	56458			6/17/1991	DEN	UG	NW	NE	9	19N	55E	0.25	STK		0		WP	GIBSON, DAVID B.
154	18427			11/16/1959	DEN	UG	SE	SE	32	18N	55E	3.5	IRD				WP	GIESLER, LARRY P.
154	24799			12/6/1968	CAN	UG	NE	SW	24	17N	57E	0.25	MM				WP	GILLER, THOMAS E.
154	18426			11/16/1959	DEN	UG	SW	SW	31	18N	55E	3.5	IRD				WP	GLOVER, MRS. JEWELL
154	13036		4058	9/3/1949	CER	UG	SE	NW	6	17N	55E	0.011	DOM		8.03591	AFA	WP	GOICOECHA, JULIAN
154	52056			4/29/1988	CAN	UG	SE	NW	6	17N	55E	0.11	QM		26.3312	AFA	WP	GOICOECHA, JULIAN
154	33115			8/10/1977	CAN	UG	NE	NE	30	17N	58E	0.008	STK		5.61609	AFA	WP	GOICOECHA, JULIAN
154	39033			9/11/1979	CAN	UG	SE	NW	9	17N	55E	4.35	IRD		780	AFA	WP	GOLDEN, DOUGLAS
154	39032			9/11/1979	CAN	UG	SE	SE	5	17N	55E	5.4	IRD		1280	AFA	WP	GOLDEN, JOYCE A.
154	37099			3/19/1979	CAN	UG	NW	SW	34	19N	55E	0	IRR		0		WP	GOLDEN, JOYCE A.
154	41559			6/20/1980	DEN	UG	SW	NW	34	19N	55E	5.4	IRD		1280	AFA	WP	GOLDEN, JOYCE A.
154	23022			3/15/1966	CAN	UG	SW	NW	11	19N	55E	0.5	IRD				WP	GULF OIL CORPORATION
154	33387			8/29/1977	CAN	UG	NW	NW	27	19N	55E	2.7	IRC		480	AFA	WP	GUTWEIN, JOHN
154	36158			11/13/1978	DEN	UG	NW	NW	27	19N	55E	2.7	IRC		640	AFA	WP	GUTWEIN, JOHN
154	13819		4134	8/30/1951	CER	SPR	NE	SE	20	16N	57E	0.015	STK		4.66473	AFS	WP	HALSTEAD-FORSGREN RANCHES
154	9938		3526	2/6/1936	ABR	SPR	NE	SE	20	16N	57E	0	STK		0	AFS	WP	HALSTEAD, BEATRICE R.
154	13683		4160	4/16/1951	CER	SPR	NE	SE	20	16N	57E	0.016	STK		11.58	AFA	WP	HALSTEAD-FORSGREN RANCHES, INC
154	27868		9073	10/29/1973	CER	SPR	SE	SE	7	16N	58E	0.006	STK		4.48059	AFA	WP	HALSTEAD-FORSGREN RANCHES, INC.
154	7943		2045	11/27/1926	CER	SPR	SW	NW	17	16N	58E	0.009	STK		6.26056	AFA	WP	HALSTEAD-FORSGREN RANCHES, INC.
154	26679			4/24/1972	CAN	UG	SE	NE	18	16N	56E	0.5	STK				WP	HALSTEAD-FORSGREN RANCHES, INC.
154	32101		12156	6/17/1977	CER	UG	NE	SW	18	16N	57E	0.016	STK		4.20439	AFS	WP	HALSTEAD-FORSGREN RANCHES, INC.
154	22732	21212		8/24/1965	WDR	UG	SW	NW	22	19N	55E	2.7	IRR				WP	HARPER, JOHN C.
154	21212			4/23/1963	ABR	UG	SW	NW	22	19N	55E	0	IRD		0	AFA	WP	HARPER, JOHN C. SR.
154	21213			4/23/1963	ABR	UG	NE	SW	22	19N	55E	0	IRD		0	AFA	WP	HARPER, JOHN C. SR.
154	22731	21213		8/24/1965	WDR	UG	SW	SW	22	19N	55E	2.7	IRD				WP	HARPER, JOHN C., SR.
154	21481			8/23/1963	ABR	UG	NW	SW	15	19N	55E	0	IRD		0	AFA	WP	HARPER, JOHNNIE JR.
154	23512	21481		11/22/1966	CAN	UG	SW	SW	15	19N	55E	5.4	IRR		1280	AFA	WP	HARPER, JOHNNIE JR.

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154	22729	21215		8/24/1965	WDR	UG	SE	SE	22	19N	11E	2.7	IRD				WP	HARPER, NAOMI BEATRICE	
154	21214			4/23/1963	ABR	UG	SW	NE	22	19N	55E	0	IRD			0	AFA	WP	HARPER, NAOMI BEATRICE
154	21215			4/23/1963	ABR	UG	SW	SE	22	19N	55E	0	IRR			0	AFA	WP	HARPER, NAOMI BEATRICE
154	22730	21214		8/24/1965	WDR	UG	SW	NE	22	19N	55E	2.7	IRD				WP	HARPER, NAOMI BEATRICE	
154	23507			11/22/1966	CAN	UG	NE	SE	22	19N	55E	5.4	IRR		1280	AFA	WP	HARPER, NAOMI BEATRICE	
154	23509	21215		11/22/1966	CAN	UG	SE	SE	22	19N	55E	5.4	IRD		1280	AFA	WP	HARPER, NAOMI BEATRICE	
154	23770			3/22/1967	CAN	UG	NE	NW	22	19N	55E	5.4	IRR		1280	AFA	WP	HARPER, NAOMI BEATRICE	
154	49453			10/16/1985	CAN	SPR	SW	SE	5	20N	55E	3	PWR			0	WP	HARRIS, BILL	
154	7145		1228	6/25/1924	CER	SPR	NE	SE	10	18N	54E	0.013	STK		4.51128	AFA	WP	HELD, CHLOE TRUST	
154	7146		7146	6/25/1924	CER	SPR	NW	NE	3	18N	54E	0.013	STK		4.51128	AFS	WP	HELD, CHLOE TRUST	
154	/02971			9/9/1977	VST	SPR	SE	SE	10	16N	55E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02967			9/9/1977	VST	SPR	NW	NE	8	17N	56E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02976			10/12/1977	VST	SPR	NE	SW	5	17N	56E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02964			9/9/1977	VST	SPR	NE	NW	16	18N	54E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02970			9/9/1977	VST	SPR	NW	SW	6	18N	55E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02975			10/12/1977	VST	SPR	SE	SE	29	18N	56E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/02968			9/9/1977	VST	SPR	NW	NE	7	19N	55E	0	STK				WP	HELD, CHLOE TRUST & U/W PAUL R. HELD	
154	/01421			9/14/1915	VST	SPR	SE	NW	2	18N	54E	0.025	STK				WP	HELD, CHLOE TRUST U/W PAUL R. HELD	
154	/02890			8/26/1976	VST	SPR	SW	SW	23	20N	56E	0	STK				WP	HELD, CHLOE TRUST U/W PAUL R. HELD	
154	/01253			6/12/1913	VST	SPR	NW	NW	32	19N	55E	0	IRR				WP	HELD, CHLOE TRUST U/W PAUL R. HELD	
154	/02891			8/26/1976	VST	SPR	SW	NE	6	20N	57E	0	STK				WP	HELD, CHLOE TRUST, U/S PAUL R. HELD	
154	/02958			9/9/1977	VST	SPR	SE	SW	7	18N	55E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02899			8/26/1976	VST	SPR	SE	SE	23	18N	56E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02900			8/26/1976	VST	SPR	NE	SW	28	18N	56E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02901			8/26/1976	VST	SPR	NW	NW	21	18N	56E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02897			8/26/1976	VST	SPR	SE	NW	36	18N	57E	0	STK				NY	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02898			8/26/1976	VST	SPR	SE	SW	11	18N	57E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02963			9/9/1977	VST	SPR	SW	NE	26	19N	54E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02962			9/9/1977	VST	SPR	NE	NE	31	19N	55E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02887			8/26/1976	VST	SPR	NW	NE	34	20N	55E	122	IRR		363	AFA	WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02902			8/26/1976	VST	SPR	NW	NE	9	20N	55E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02896			8/26/1976	VST	SPR	SE	SE	10	20N	56E	0	STK				WP	HELD, CHLOE TRUST, U/W PAUL R. HELD	
154	/02895			8/26/1976	VST	SPR	SW	SW	16	18N	56E	0	STK			0	AFA	WP	HELD, CHLOE TRUST, U/W PAUL R. HELD
154	61350			6/28/1995	CAN	UG	NW	SW	19	18N	55E	0.02	MM		4.48059	AFA	WP	HORTON, R.P.	
154	9345			10/2/1930	DEN	UG	NE	SW	24	17N	57E	2	STK				WP	J.H. CARTER ESTATE CO.	
154	6951			8/10/1923	WDR	UG	SE	SE	23	18N	56E	0.009	STK			0	WP	JAUREGUITO, JOHN	
154	8690			9/7/1928	DEN	UG	SE	SE	26	18N	57E	0.5	STK		10.0967	AFA	WP	JAUREGUITO, JOHN	
154	8742			11/7/1928	CAN	UG				18N	57E	0.25	STK		26.8836	AFA	WP	JAUREGUITO, JOHN	
154	6952			8/10/1923	WDR	UG	NE	SW	28	18N	56E	0.009	STK				WP	JAUREGUITO, JOHN	
154	21259			5/13/1963	CAN	UG	NW	NE	34	19N	55E	5.4	IRD				WP	JESKO, ANTHONY R.	
154	23360			8/29/1966	DEN	UG	NW	NE	34	19N	55E	5.4	IRD		1280	AFA	WP	JESKO, ANTHONY R.	
154	37156			3/23/1979	DEN	UG	NW	NW	27	19N	55E	5.4	IRD		1280	AFA	WP	KING, HAZEL E.	
154	21260			5/13/1963	ABR	UG	NW	NE	27	19N	55E	0	IRD			0	AFA	WP	KING, LLOYD
154	23579			1/3/1967	CAN	UG	SW	NE	27	19N	55E	2.7	IRR		640	AFA	WP	KING, LLOYD	
154	25874			11/30/1970	CAN	UG	SW	SE	27	19N	55E	3.1	IRR			0	AFS	WP	KING, LLOYD
154	27336			3/20/1973	CAN	UG	SW	NE	27	19N	55E	5.4	IRR		1280	AFA	WP	KING, LLOYD	
154	33315			8/23/1977	CAN	UG	SW	NE	33	19N	55E	3.5	IRR		640	AFA	WP	KING, LLOYD	
154	37158			3/23/1979	DEN	UG	NW	SE	33	19N	55E	5.4	IRD		1280	AFA	WP	KING, OSCAR L.	
154	33317			8/23/1977	CAN	UG	SW	SE	33	19N	55E	5.4	IRR		640	AFA	WP	KING, ZELLA V.	
154	37155			3/23/1979	DEN	UG	SW	SW	34	19N	55E	5.4	IRD		1280	AFA	WP	KING, ZELLA V.	
154	6185			6/22/1920	WDR	STR			5	19N	55E	1.6	IRR				WP	LAIRD, WILLIAM	

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154	9451			4/30/1931	CAN	UG	NW	SW	17	17N	55E	0.02	STK				WP	LEGARRA, MARCOS
154	31243			3/28/1977	CAN	SPR	SW	NW	17	16N	58E	0	MM		0	AFA	WP	LEWIS, FRANK W.
154	31765			5/20/1977	DEN	SPR	SE	SE	7	16N	58E	0	MM		0	AFA	WP	LEWIS, FRANK W.
154	31766			5/20/1977	CAN	SPR	NW	NE	18	16N	58E	0	MM		0	AFA	WP	LEWIS, FRANK W.
154	42940			12/10/1980	DEN	SPR	SW	NW	17	16N	58E	0.03	MM		0		WP	LEWIS, FRANK W.
154	31764			5/20/1977	CAN	UG	SW	NE	18	16N	58E	0	MM		0	AFA	WP	LEWIS, FRANK W.
154	39986			12/17/1979	CAN	UG	NW	SE	6	17N	58E	5.4	IRD		1280	AFA	WP	MAFAFFEY, CAROLINE E.
154	18428			11/16/1959	DEN	UG	SE	SW	33	18N	33E	3.5	IRD				WP	MC ILROY, JOE HARVEY
154	33809			9/27/1977	CAN	UG	NW	NW	8	17N	55E	0	IRR		0		WP	MCDONALD, BILLIE L. JR.
154	33801			9/27/1977	CAN	UG	NE	NE	7	17N	55E	0	IRR		0		WP	MCDONALD, BILLIE L. SR.
154	33812			9/27/1977	CAN	UG	NE	NE	8	17N	53E	0	IRR		0		WP	MCDONALD, CHARLES H.
154	33810			9/27/1977	CAN	UG	SW	SW	8	17N	55E	0	IRR		0		WP	MCDONALD, JOHN L.
154	33811			9/27/1977	CAN	UG	SE	SE	8	17N	55E	0	IRR		0		WP	MCDONALD, KATHY A.
154	33802			9/27/1977	CAN	UG	SE	SE	7	17N	55E	0	IRR		0		WP	MCDONALD, MARY E.
154	33800			9/27/1977	CAN	UG	SE	SE	6	17N	55E	0	IRR		0		WP	MCDONALD, MARY KATHLEEN
154	1383			6/29/1908	ABN	SPR		SE	20	16N	57E	0	MM		0		WP	MINOLETTI, CHAS.
154	33804			9/27/1977	CAN	UG	NW	SW	16	17N	55E	0	IRR		0		WP	MOSES, ANGUS E.
154	41407	31118	12939	5/20/1980	ABR	UG	NE	SE	8	16N	57E	0	MM		0	AFA	WP	MOUNT HAMILTON MINING
154	41408	31118	12940	5/20/1980	FOR	UG	NE	SE	8	16N	57E	0.013	QM		0	AFA	WP	MOUNT HAMILTON MINING CO.
154	52658			10/25/1988	CAN	UG	NW	SE	1	16N	56E	1.114	MM		806.507	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	51211	41407		8/14/1987	CAN	UG	SW	SW	15	16N	57E	0.013	MM		9.63635	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	52659			10/25/1988	CAN	UG	NW	NW	5	16N	57E	1.114	MM		806.507	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	55044			7/10/1990	CAN	UG	SW	SW	15	16N	57E	0.25	MM		181.065	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	55045	52657		7/10/1990	CAN	UG	NE	SE	8	16N	57E	1.114	MM		806.507	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	55046			7/10/1990	CAN	UG	SW	SW	15	16N	57E	0.25	MM		181.065	AFA	WP	MOUNT HAMILTON MINING COMPANY
154	77236			7/18/2008	PER	UG	SW	SW	15	16N	57E	0.07798	MM	Y	11.2	AFA	WP	MT HAMILTON LLC
154	77237			7/18/2008	PER	UG	NE	SE	8	16N	57E	0.078	MM	Y	11.2	AFA	WP	MT HAMILTON LLC
154	79971			7/1/2010	PER	UG	NE	SE	8	16N	57E	0.446	MM	Y	242	AFA	WP	MT HAMILTON LLC
154	81354			12/5/2011	PER	UG	NE	SE	8	16N	57E	0.7	MM	Y	240	AFA	WP	MT HAMILTON LLC
154	33799			9/27/1977	CAN	UG	SW	SW	5	17N	55E	0	IRR		0		WP	MUELCHI, COLLEEN EUGENIA
154	11000			9/20/1943	DEN	SPR	NE	SE	20	16N	57E	1	MM		0	AFA	WP	MURPHY, D.B.
154	39034			9/11/1979	DEN	UG	SE	NE	17	17N	55E	5.4	IRD		1280	AFA	WP	MURPHY, ELIZABETH B.
154	5943			1/9/1920	CAN	SPR	NE	SW	15	16N	57E	0.25	MM				WP	MURPHY, JOSEPH V.
154	42862			11/20/1980	WDR	UG		LT04	1	17N	56E	2	QM		0	AFA	WP	MX
154	42863			11/20/1980	WDR	UG	NE	NW	21	17N	57E	2	QM		0		WP	MX
154	39987			12/17/1979	CAN	UG	NW	NE	18	17N	58E	5.4	IRD		1280	AFA	WP	OLHEISER, ALICE I.
154	39985			12/17/1979	CAN	UG	NE	NE	19	17N	58E	5.4	IRD		1280	AFA	WP	OLHEISER, LOUIS S.
154	32893			7/22/1977	DEN	UG	NW	SE	9	18N	55E	2.7	IRC		640	AFA	WP	OLSON, BENNIE A.
154	32892			7/22/1977	DEN	UG	NW	NW	16	18N	55E	2.7	IRC		640	AFA	WP	OLSON, RUBY I.
154	52192		13421	6/6/1988	CER	UG	NW	NE	34	17N	56E	0.031	STK		22.4337	AFA	WP	PARIS, LAURENE B.
154	3639		378	10/20/1915	CER	SPR	NW	NE	8	17N	56E	0.025	STK		0	AFA	WP	PARIS, PIERRE G. & RAMA PARIS FAMILY TRUST
154	6954		1177	8/10/1923	CER	UG	NE	SW	33	18N	56E	0.015	STK		8.15223	AFA	WP	PARIS, PIERRE G. & RAMA PARIS FAMILY TRUST
154	9554		17471	11/3/1931	CER	UG	SW	NW	19	19N	57E	0.028	STK		11.65	AFA	WP	PARIS, PIERRE G. AND RAMA PARIS FAMILY TRUST
154	32891			7/22/1977	DEN	UG	NE	NE	9	18N	55E	2.7	IRC		640	AFA	WP	PECK, GREGORY RICHARD
154	32894			7/22/1977	DEN	UG	NW	SW	4	18N	55E	2.7	IRC		640	AFA	WP	PECK, RICHARD KENNEDY
154	32896			7/22/1977	DEN	UG	SW	NW	3	18N	55E	2.7	IRC		640	AFA	WP	PECK, THEA M.
154	29569			8/8/1975	DEN	SPR	NE	NE	21	16N	57E	0.011	MM				WP	PHILLIPS PETROLEUM COMPANY
154	41595			6/25/1980	WDR	UG	NW	SE	1	16N	56E	2	MM		1447.29	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	31118			2/18/1977	WDR	UG	SE	SE	9	16N	57E	0.444	MM		320.577	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	40280			1/10/1980	WDR	UG	NE	SE	8	16N	57E	2	MM		1447.29	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	41594			6/25/1980	WDR	UG	NW	NW	5	16N	57E	2	MM		1447.29	AFA	WP	PHILLIPS PETROLEUM COMPANY

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154	41872			7/24/1980	WDR	UG	NE	SE	8	16N	57E	2	MM		1447.29	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	42718			10/28/1980	WDR	UG	SW	SW	15	16N	57E	0	MM		0	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	41596			6/25/1980	WDR	UG	SE	SE	36	17N	56E	2	MM		1447.29	AFA	WP	PHILLIPS PETROLEUM COMPANY
154	37097			3/19/1979	DEN	UG	SE	SW	15	18N	55E	5.4	IRD		1280	AFA	WP	PIERCE, VANCE L.
154	37098			3/19/1979	CAN	UG	SE	SE	15	18N	55E	5.4	IRD		960	AFA	WP	PIERCE, VAUGHN R.
154	33386			8/29/1977	CAN	UG	NW	SW	27	19N	55E	2.7	IRC		480	AFA	WP	PITRONE, MARVENE
154	36160			11/13/1978	DEN	UG	NW	SW	27	19N	55E	2.7	IRC		640	AFA	WP	PITRONE, MARVENE
154	33121			8/11/1977	DEN	UG	NE	SW	20	18N	55E	2.7	IRD		640	AFA	WP	QUARTANO, STEPHANIE
154	9501		2733	7/17/1931	CER	UG	NE	NW	2	18N	56E	0.062	STK		44.8059	AFA	WP	R. H. PITCHFORK CO.
154	49966			7/7/1986	CAN	UG	NW	SW	19	18N	55E	0.2	MM		0		WP	RESOURCE, INC.
154	49144			6/18/1985	DEN	UG	SW	SW	10	19N	57E	0	STK		0	AFA	WP	RUSSELL, DANIEL H
154	50848			4/23/1987	CAN	SPR	NW	SE	26	17N	57E	0.031	STK		22.4337	AFA	WP	RUSSELL, DANIEL H.
154	50849			4/23/1987	CAN	SPR	SE	SE	19	17N	58E	0.031	STK		22.4337	AFA	WP	RUSSELL, DANIEL H.
154	49147			6/18/1985	DEN	SPR	SW	SW	23	20N	56E	0	STK		0		WP	RUSSELL, DANIEL H.
154	50847			4/23/1987	CAN	UG	NE	SW	24	17N	57E	0.031	STK		22.4337	AFA	WP	RUSSELL, DANIEL H.
154	49145			6/18/1985	DEN	UG	SE	SW	10	19N	57E	0	STK		0		WP	RUSSELL, DANIEL H.
154	49146			6/18/1985	DEN	UG	SE	SE	22	20N	56E	0	STK		0		WP	RUSSELL, DANIEL H.
154	6196		951	7/5/1920	CER	SPR	SE	NE	20	18N	58E	0.013	STK		5.61609	AFS	WP	SABALA, D.D.
154	6197		952	7/5/1920	CER	SPR	SE	SW	17	18N	58E	0.013	STK		5.61609	AFS	WP	SABALA, D.D.
154	6582			11/2/1921	DEN	SPR	SW	SE	18	18N	58E	0.008	STK				WP	SABALA, D.D.
154	6946			7/25/1923	CAN	UG	NE	SE	22	18N	58E	0.038	STK				WP	SABALA, D.D.
154	02966			9/9/1977	VST	SPR	NE	NW	2	18N	54E	0	STK		0	AFA	WP	SCOPPETTONE FARMS
154	01083			4/4/1912	VST	SPR	SE	SW	36	19N	54E	0	IRR		0	AFA	WP	SCOPPETTONE FARMS
154	02979			11/17/1977	VST	SPR	NW	SE	25	19N	54E	0.025	STK		0	AFA	WP	SCOPPETTONE FARMS
154	7869		1363	8/26/1926	CER	STR	NE	NE	7	18N	55E	0.027	STK		8.96119	AFA	WP	SCOPPETTONE FARMS
154	36310		11257	12/18/1978	CER	UG	SW	NW	9	18N	55E	3.764	IRD	Y	1080.16	AFA	WP	SCOPPETTONE, G. GARY
154	38224	22351	11258	5/22/1979	CER	UG	SW	NW	9	18N	55E	2.236	IRD	Y	1080.16	AFA	WP	SCOPPETTONE, G. GARY
154	22351	18576	7068	12/7/1964	ABR	UG	SW	NW	9	18N	55E	0	IRD		1280	AFA	WP	SCOPPETTONE, GARY
154	33120			8/11/1977	DEN	UG	SW	NE	20	18N	55E	2.7	IRD		640	AFA	WP	SCOPPETTONE, GARY
154	70082	22351		6/3/2003	PER	UG	NW	SW	9	18N	55E	2.236	IRR	Y	1080.16	AFA	WP	SCOPPETTONE, GARY
154	52925	49094	15335	2/14/1989	CER	UG	NW	NE	18	17N	55E	2.34	IRR	Y	407.45	AFA	WP	SCOPPETTONE, WARREN
154	57430	49095	15654	4/13/1992	CER	UG	SW	SE	18	17N	55E	2.12	IRR	Y	378.09	AFA	WP	SCOPPETTONE, WARREN
154	64848	49096		2/12/1999	PER	UG	SE	NE	18	17N	55E	2.224	IRR	Y	1410.05	AFA	WP	SCOPPETTONE, WARREN
154	73818			2/10/2006	DEN	UG	SE	SE	18	17N	55E	0.78	IRR		0	AFA	WP	SCOPPETTONE, WARREN
154	80576	64848		2/11/2011	WDR	UG	NW	SE	18	17N	55E	0.35	IRR		67.5	AFA	WP	SCOPPETTONE, WARREN
154	33119			8/11/1977	DEN	UG	SW	SE	17	18N	55E	2.7	IRD		640	AFA	WP	SCOPPETTONE, WARREN
154	81498	64848		1/20/2012	PER	UG	SE	NW	8	18N	55E	0.494	IRR		313.61	AFA	WP	SCOPPETTONE, WARREN
154	81499	64848		1/20/2012	PER	UG	SE	SW	14	18N	55E	0.002	STK		1.34	AFA	WP	SCOPPETTONE, WARREN
154	81497	46818		1/20/2012	PER	UG	SE	NW	8	18N	55E	0.305	IRR		72.72	AFA	WP	SCOPPETTONE, WARREN W
154	81495	36310		1/20/2012	PER	UG	SE	NW	8	18N	55E	0.696	IRR	Y	199.84	AFA	WP	SCOPPETTONE, WARREN W AND G GARY
154	81496	38224		1/20/2012	PER	UG	SE	NW	8	18N	55E	0.414	IRR	Y	199.84	AFA	WP	SCOPPETTONE, WARREN W AND G GARY
154	81500	70082		1/20/2012	PER	UG	SE	NW	8	18N	55E	0.414	IRR	Y	199.84	AFA	WP	SCOPPETTONE, WARREN W AND GARY
154	49094			5/30/1985	ABR	UG	SE	NE	18	17N	55E	0	IRR		0	AFA	WP	SCOPPETTONE, WARREN W.
154	49095			5/30/1985	CAN	UG	SE	SE	18	17N	55E	2.4	IRR		800	AFA	WP	SCOPPETTONE, WARREN W.
154	49096		15748	5/30/1985	CER	UG	NW	SE	18	17N	55E	2.23	IRR	Y	367.29	AFA	WP	SCOPPETTONE, WARREN W.
154	46818			4/14/1983	PER	UG	NW	NE	9	18N	55E	1.035	IRD		247.28	AFA	WP	SCOPPETTONE, WARREN W.
154	48548	46818	16260	11/9/1984	CER	UG	NW	NE	9	18N	55E	1.33	IRD		250.72	AFA	WP	SCOPPETTONE, WARREN W.
154	48549	46818	16261	11/9/1984	CER	UG	SW	NW	9	18N	55E	1.33	IRD		250.72	AFA	WP	SCOPPETTONE, WARREN W.
154	68967	46818	18222	7/18/2002	CER	UG	NW	SW	9	18N	55E	1.33	IRD		293.28	AFA	WP	SCOPPETTONE, WARREN W.
154	71601			8/23/2004	DEN	UG	SE	SW	14	18N	55E	3.4	IRR		800	AFA	WP	SCOPPETTONE, WARREN W. & G. GARY
154	71602			8/23/2004	DEN	UG	SW	NW	8	18N	55E	2.7	IRR		640	AFA	WP	SCOPPETTONE, WARREN W. & G. GARY

Water Rights in Newark Valley Hydrographic Basin

Basin	App	Change App.	Cert	File Date	Status	Source	POD QQ	POD Qtr	POD Sec	POD Twn	POD Rng	Div Rate (CFS)	Type of Use	Sup	Annual Duty	Units <sup>1</sup>	County	Owner of Record
154	34984			2/14/1978	CAN	UG	SE	SE	21	18N	55E	0	IRR		0	AFA	WP	SHANAHAN, JOHN K.
154	18577			2/10/1960	CAN	UG	SE	SE	21	18N	55E	0	IRD		0		WP	SHANAHAN, JOHN K. AND VIRGINIA LEE
154	21440			8/5/1963	WDR	UG	SW	SW	3	18N	55E	5.4	IRR		1280	AFA	WP	SHANNON, VERNA M.
154	4584			9/13/1917	DEN	SPR	SW	NW	7	19N	55E	0.1	STK				WP	SIGARINI, FRANCISCO
154	5309		502	11/18/1918	CER	SPR	SE	SE	31	19N	55E	0.05	IRR		20	AFS	WP	SIGARINI, FRANK
154	3995			5/22/1916	DEN	SPR	NW	SW	5	16N	58E	2	MM		1447.94	AFA	WP	SISTY, HAL J.
154	9443			4/24/1931	WDR	UG		NW		17N	55E	0.1	STK				WP	SMITH CREEK LIVESTOCK CO.
154	32897			7/22/1977	DEN	UG	SW	NW	34	19N	55E	2.7	IRC		640	AFA	WP	SMITH, DANIEL R.
154	7815			7/7/1926	WDR	SPR	NE	NW	17	16N	58E	0.1	MM				WP	SMITH, FRANK T. A.
154	32899			7/22/1977	DEN	UG	NW	SW	3	18N	55E	2.7	IRC		640	AFA	WP	SMITH, HARRIET
154	32898			7/22/1977	DEN	UG	SW	SW	34	19N	55E	2.7	IRC		640	AFA	WP	SMITH, JERRY DOUGLAS
154	32900			7/22/1977	DEN	UG	SW	NE	3	18N	55E	2.7	IRC		640	AFA	WP	SMITH, LINDA
154	8842			3/4/1929	WDR	STR				19N	55E	0	MM				WP	SMITH, WILLIAM H.
154	21544			9/23/1963	CAN	UG	NW	SW	10	19N	55E	5.4	IRR		1280	AFA	WP	SPENCE, A.J., JR.
154	933			4/23/1908	CAN	SPR		SE	20	16N	57E	0	MM		0		WP	STEWART, W.J.
154	22154			8/3/1964	WDR	UG	NW	SW	23	18N	57E	2	IND				WP	SUNTIDE PETROLEUM INC.
154	27252			1/30/1973	CAN	UG	SW	NE	34	19N	55E	5.4	IRR				WP	SWAIN, CLARENCE W.
154	22734			8/24/1965	CAN	UG	SE	SE	5	17N	55E	5.4	IRR				WP	TAYLOR, FRANCES
154	49910			6/9/1968	CAN	UG		NW	17	18N	58E	2	MM				WP	TENNECO MINERALS COMPANY
154	1167			11/5/1908	CAN	SPR				18N	56E	0	STK		0		WP	TOGNONI, JOSEPH C.
154	7742			5/10/1926	WDR	SPR	SW	SE	5	16N	58E	0.5	MM				WP	TONOPAH BELMONT DEVELOPMENT CO.
154	7743			5/10/1926	WDR	SPR	SW	SE	5	16N	58E	0.5	MM				WP	TONOPAH BELMONT DEVELOPMENT CO.
154	7744			5/10/1926	WDR	SPR	NW	NW	5	16N	58E	0.5	MM				WP	TONOPAH BELMONT DEVELOPMENT CO.
154	7745			5/10/1926	WDR	SPR	NE	NE	6	16N	58E	0.5	MM				WP	TONOPAH BELMONT DEVELOPMENT CO.
154	7566			11/12/1925	WDR	SPR	NW	SW	15	16N	56E	2	MM				WP	TONOPAH BELMONT DEVELOPMENT COMPANY
154	7773			6/3/1926	WDR	SPR	NW	NE	32	17N	58E	0.5	MM				WP	TONOPAH BELMONT DEVELOPMENT COMPANY
154	7597			12/10/1925	WDR	SPR	NE	NW	15	16N	56E	2	MM				WP	TONOPAH BELMONT DEVELOPMENT CO.
154	10529			7/10/1940	WDR	SPR	NE	SE	20	16N	57E	3	MM				WP	TOWNSEND, C.R.
154	32901			7/22/1977	DEN	UG	SW	SE	3	18N	55E	2.7	IRC		640	AFA	WP	TRAVIS, WALTER T.
154	29633			9/8/1975	WDR	SPR	NE	NE	21	16N	57E	1	MM				WP	UMONT MINING, INC.
154	3558			8/20/1915	ABR	STR	SE	SE	4	19N	55E	1.6	IRR				WP	UNITED DRESSED BEEF, INC.
154	30043			3/2/1976	CAN	UG	NW	SE	18	17N	55E	5.4	IRR		2400	AFA	WP	USA
154	30044			3/2/1976	CAN	UG	SE	SE	18	17N	55E	5.4	IRR		2400	AFA	WP	USA
154	30045			3/2/1976	CAN	UG	SE	NE	18	17N	55E	5.4	IRR		2400	AFA	WP	USA
154	12830		3802	2/24/1949	CER	SPR	NE	SW	4	16N	57E	0	STK		0.36827	AFS	WP	USFS
154	20036			8/15/1961	WDR	UG	SW	SE	11	16N	57E	0.019	STK				WP	USFS
154	69597			2/21/2003	DEN	UG	SW	NE	34	19N	55E	2.7	IRR		320	AFA	WP	VAUGHN, PATRICIA & LIONEL S. III
154	69598			2/21/2003	DEN	UG	NW	SE	34	19N	55E	2.7	IRR		0	AFA	WP	VAUGHN, PATRICIA & LIONEL S. III
154	21442			8/5/1963	WDR	UG	SW	SE	17	18N	55E	5.4	IRR		1280	AFA	WP	VINEYARD, MARSALEE J.
154	78029	64848		2/12/2009	PER	UG	SE	SE	18	17N	55E	0.45	IRR	Y	75	AFA	WP	WARREN SCOPPETTONE
154	21352			6/10/1963	CAN	UG				18N	55E	0	IRR				WP	WELLMAN, GILBERT L.
154	52657			10/25/1988	ABR	UG	SE	SE	36	17N	56E	0	MM		0	AFA	WP	WESTMONT GOLD, INC.
154	39614			11/13/1979	WDR	UG	SE	SE	6	19N	56E	6	IND		0		WP	WHITE PINE COUNTY
154	39615			11/13/1979	WDR	UG	SE	SE	5	19N	56E	6	IND		0		WP	WHITE PINE COUNTY
154	39616			11/13/1979	WDR	UG	SE	SE	4	19N	56E	6	IND		0		WP	WHITE PINE COUNTY
154	39617			11/13/1979	WDR	UG	SE	SE	7	19N	56E	6	IND		0		WP	WHITE PINE COUNTY
154	39618			11/13/1979	WDR	UG	SE	SE	8	19N	56E	6	IND		0		WP	WHITE PINE COUNTY
154	39619			11/13/1979	WDR	UG	SE	SE	9	19N	56E	0	IND		0		WP	WHITE PINE COUNTY
154	39984			12/17/1979	CAN	UG	NW	NE	7	17N	58E	5.4	IRD		1280	AFA	WP	WILLIAMS, DEBORAH KAY
154	21347			6/10/1963	CAN	UG	NW	SE	20	18N	55E	2.7	IRR		640	AFA	WP	WILLIAMS, JESSIE MRS
154	21348			6/10/1963	CAN	UG	NW	NE	20	18N	55E	2.7	IRR		640	AFA	WP	WILLIAMS, JESSIE MRS

Water Rights in Newark Valley Hydrographic Basin

Basin	App	Change App.	Cert	File Date	Status	Source	POD QQ	POD Qtr	POD Sec	POD Tw	POD Rng	Div Rate (CFS)	Type of Use	Sup	Annual Duty	Units <sup>1</sup>	County	Owner of Record
154	21256			5/9/1963	CAN	UG	NW	NW	20	18N	55E	6	IRD				WP	WILLIAMS, WILSON
154	21303			5/27/1963	CAN	UG	NW	SW	20	18N	55E	6	IRD				WP	WILLIAMS, WILSON
154	33803			9/27/1977	CAN	UG	NW	NW	9	17N	55E	0	IRR		0		WP	WILLOUGHBY, JOYCE L.
154	18305		5205	8/31/1959	CER	UG	SE	SE	2	17N	54E	0.005	STK		3.36045	AFA	WP	WOOLFOLK, DAVID L. & LINDA K.
Source: Nevada Division of Water Resources 2012																		
<sup>1</sup> AFA=acre feet annually; AFS= acre feet seasonally																		

**Appendix 3B**  
**Programmatic Agreement**

Programmatic Agreement  
Between  
The Bureau of Land Management, Egan Field Office  
And  
The Nevada State Historic Preservation Officer  
Regarding the Midway Gold US Inc. Pancake Range Project

**WHEREAS**, Midway Gold US Inc. (“Midway”) intends to seek authorization from Bureau of Land Management Egan Field Office (BLM) for mining operations at the Pancake Range Project (Pan Project) in Eureka County, Nevada; and

**WHEREAS**, the BLM has determined that the authorization of mining operations at the Pan Project may have the potential to affect historic properties eligible for inclusion in the National Register of Historic Places (NRHP), and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA); and

**WHEREAS**, effects to historic properties (as that term is defined in 36 C.F.R. § 800.16(l) (1)) in the Area of Potential Effect (APE) (Appendix A) cannot be fully determined and the signatories desire to enter into this Programmatic Agreement (PA) to set forth procedures to be followed in satisfaction of BLM’s Section 106 responsibilities of the National Historic Preservation Act, for the Pan Project in the APE; and

**WHEREAS**, BLM has consulted with Midway regarding the effects of the undertaking on historic properties and has invited Midway to be a concurring party to this PA; and

**WHEREAS**, BLM has consulted with Mt. Wheeler Power which is responsible for construction of a transmission line to the Pan Project on lands managed by the BLM, and the BLM has invited Mt. Wheeler Power to be a concurring party to this PA; and

**WHEREAS**, BLM has consulted with the Advisory Council on Historic Preservation (ACHP) pursuant to 36 C.F.R. § 800.14(b) to develop and execute this PA and the ACHP has elected to not formally enter consultation on the development of this PA; and

**WHEREAS**, BLM and the SHPO are referred to as the Signatory Parties to this PA; and

**WHEREAS**, the Duckwater Shoshone Tribe and Te-Moak Tribe of Western Shoshone have been identified as Indian Tribes (Tribes) that may attach religious and cultural significance to historic properties within the APE and the Tribes have been contacted and offered an opportunity to participate as concurring parties to this PA; and

**WHEREAS**, the BLM will notify the public of the Pan Project and will provide members of the public with an opportunity to express their views on the development of the PA and the Section 106 process pursuant to 36 C.F.R. § 800.6(a)(4) and 36 C.F.R. § 800.14(b)(2)(ii) during and concurrent with the public comment process for the draft environmental impact statement (DEIS) for the Pan Project. A copy of the PA will be made available to the public at the Ely Field Office and copies provided to all consulting parties. During this notification period, certain individuals and/or organizations with a demonstrated interest in the APE, such as the local chapter of the Lincoln Highway Association, may participate as consulting parties; and

**WHEREAS**, BLM has a Nationwide Programmatic Agreement dated February 9, 2012 and a State Protocol Agreement (Protocol) between BLM and the SHPO, that govern all other undertakings and historic properties that may occur within the APE and those agreements are hereby incorporated by reference into this PA; and

**WHEREAS**, the definitions given in the Protocol apply throughout this PA, unless specifically modified below; and

**WHEREAS**, this PA covers all aspects of authorized mining operations for the Pan Project; and

**NOW, THEREFORE**, the Signatory Parties agree that the Pan Project shall be administered in accordance with the following stipulations to ensure that historic properties will be treated to avoid or mitigate effects to the extent practicable, regardless of surface ownership, and to satisfy BLM's Section 106 responsibilities for all aspects of the Pan Project.

## **I. ROLES AND RESPONSIBILITIES**

- A. BLM is responsible for administering this PA and will ensure that all of its stipulations are carried out. This includes but is not limited to ensuring that all parties carry out their responsibilities; overseeing all cultural resources work; and assembling all submissions to the SHPO and consulting parties during the implementation of this PA. The Egan Field Manager is the BLM Authorized Officer for the Pan Project. The Authorized Officer, or their designee, is the Pan Project point of contact for BLM.
- B. Midway's signatory, or their designees, will be the responsible point of contact for the Pan Project and provide BLM with any and all information needed to implement this PA and in Midway's possession or reasonably available to Midway.
- C. Midway shall bear the expense of identification, evaluation, and treatment of all historic properties directly or indirectly affected by Pan Project activity. Such costs shall include, but not be limited to, pre-field planning, fieldwork, post-fieldwork analysis, research and report preparation, interim and summary report preparation, publications for the general public, and the cost of curating project documentation and artifact collections. If Midway withdraws project applications, then Midway shall incur no further expense except for completing fieldwork and post-fieldwork activities

(production of final inventory, testing and data recovery reports covering the description and analysis of data, and the curation of materials) that has occurred as of the date of withdrawal.

- D. BLM will be responsible for all submissions to SHPO, Tribes, and other consulting parties identified during the implementation of this PA for the Pan Project. Any submission to SHPO or interested parties not from BLM will be considered as informational only and will not trigger any compliance timelines or other actions.
- E. BLM 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 draft Secretary of the Interior's Professional Qualification Standards dated June 20, 1997 (62 FR 33707-33723) and who have been permitted for such work on public lands by BLM.
- F. Midway, in cooperation with Signatory Parties, shall provide in-house training to ensure that all its personnel and all the personnel of its contractors and subcontractors are directed not to engage in the illegal collection of historic and prehistoric materials. Subsequent hires will also be required to be subject to similar training. Training can be in association with Midway's safety and or related job training and project orientation. Midway shall cooperate with BLM to ensure compliance with the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470) on Federal lands and with Nevada Revised Statutes (NRS) 381 and 383 for private lands.
- G. Midway will be responsible for costs of rehabilitation or mitigation, and may be subject to penalties under applicable federal, state or local law, should damage to cultural resources inside or outside the APE occur during the period of construction, mine operation or reclamation due to the unauthorized or negligent actions of Midway, their employees, contractors or any other project personnel operating under Midway's supervision, direction, or control.
- H. If the Pan Project is sold or otherwise transferred to another proponent other than Midway, the Signatory Parties will determine within 90 days of the sale or transfer if the PA will remain in effect, be amended per Stipulation XIII, or be terminated per Stipulation XIV. All provisions of the PA will remain in effect until such a determination is made.

## II. IDENTIFICATION OF HISTORIC PROPERTIES

- A. BLM shall identify interested persons through the NEPA process and involve interested parties, as appropriate, in all activities carried out under this PA associated with the undertaking.

- B. Midway, through its contractor, shall ensure that cultural resources inventories are conducted on all lands identified within the approved Pan Project APE (Appendix A) for direct effects in accordance with the Protocol.
- C. The APE for assessing indirect effects (visual, audible, and atmospheric) will be the direct disturbance area plus one mile outward in all directions from the perimeter of the APE. The indirect APE may extend beyond the one-mile convention to encompass properties that have traditional religious and cultural importance to Indian tribes or other geographically extensive historic properties such as trails or roads, when effects have been determined to extend beyond this distance. The assessment of visual effects will incorporate a Geographic Information System (GIS) viewshed assessment as well as BLM Visual Resource Management (VRM) concepts. Midway through its consulting archaeologist will obtain data from methods outlined in Stipulation II E, to identify historic properties outside of the direct APE that would be adversely affected by visual impacts from the Pan Project or its associated transmission line. The BLM will consult with Indian tribes to identify any properties of traditional religious and cultural importance that might be affected by the implementation of the Pan Project and its associated transmission line.
- D. Any amendments on the Pan Project and future exploration outside the Pan Project APE will be surveyed following BLM Class III Standards to identify historic properties.
- E. BLM shall have the consulting archaeologists conduct records searches of General Land Office (GLO) plat maps, BLM's Master Title Plats/Historic Index, the GLO Land Records website (<http://www.glorerecords.BLMNWFO.gov/>); the Nevada State Lands Patent Database Query (<http://www.lands.nv.gov/patents/patents.htm>); the Nevada Cultural Resources Information System (NVCRIS), the National and State Registers of Historic Places, National Trail System, historic maps, BLM and SHPO cultural resources records, and pertinent historic records/publications and maps to identify historic resources within the APE. The above list is not exclusive and should include other sources if identified by any Signatory Party.
- F. The required identification activities shall be completed by Midway's consulting archaeologist or other qualified individuals as necessary. After all reasonable efforts have been made, if access cannot be obtained to private land and after consulting with BLM, Midway through its qualified contractor shall use existing data to determine the types of resources that might be present and anticipated effects. Upon BLM determination that the intention of this section has been satisfied, the BLM Authorized Officer may issue a Notice to Proceed (NTP) for any construction segment as prescribed in Stipulation VII.

### III. ELIGIBILITY

- A. BLM, 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.
- B. BLM shall consult with the appropriate Tribes to evaluate the eligibility of properties of traditional religious and cultural importance within the APE.
- C. A separate report will be prepared to document historic properties with standing architectural resources in order to expedite SHPO review.
- D. To the extent practicable, NRHP eligibility determinations shall be based on documented inventory information and information provided by Tribes and other consulting parties. If the information gathered in the inventory, or in interviews with Tribes and other consulting parties, is inadequate to determine NRHP eligibility, Midway, through its contractor, may be required to conduct limited subsurface testing or other evaluative techniques to determine eligibility. Subject to approval by BLM, in consultation with SHPO, evaluative testing for archaeological resources is intended to provide the minimum data necessary to define the nature, age, and distribution of materials in potential historic properties, to make final evaluations of eligibility, and to inform the development of a treatment plan should data recovery be deemed necessary. BLM requires Midway's consulting archaeologist be approved for a testing Cultural Resource Use Permit (CRUP) prior to subsurface probing, testing, data recovery or surface material collection.
- E. If any of the Signatory Parties, Tribes, or consulting parties disagree regarding the eligibility of a cultural resource, the Signatory Parties shall work together with Tribes or consulting parties, when appropriate, to seek a resolution on the determination of eligibility. If the dispute cannot be resolved, BLM shall seek a formal determination of eligibility from the Keeper of the National Register in accordance with 36 C.F.R. § 63.2. The Keeper's determination will be considered final.
- F. BLM shall determine, in consultation with Tribes or other consulting parties as necessary, the NRHP eligibility of all cultural resources that will be affected by Pan Project activities prior to initiation. BLM will determine NRHP eligibility in a manner consistent with the Protocol. Cultural resources may remain unevaluated for the NRHP only with the approval by BLM in consultation with SHPO.

#### **IV. TREATMENT**

- A. BLM shall ensure that Midway avoids adverse effects to historic properties, whenever reasonably practical, through project design, or redesign, relocation of facilities, or by other means in a manner consistent with the Protocol.

- B. When avoidance is not practical and data recovery is proposed to lessen or mitigate project related adverse effects to historic properties eligible under criterion D, BLM, in consultation with the SHPO, shall ensure that Midway, through its consulting archaeologist, develops a Historic Properties 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 the ACHP's Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites dated June 17, 1999. The required mitigation activities shall be completed regardless of land ownership. BLM may concurrently submit this document to other consulting parties, as BLM deems appropriate. These consulting parties shall have fifteen (15) days from their receipt to review the document. BLM will forward all comments received by consulting parties to the SHPO.
- C. For properties eligible under criteria A through C, as defined in National Park Service Bulletin #36, mitigation other than data recovery may be considered (e.g., oral history, historic markers, exhibits, interpretive brochures or publications, etc.). When appropriate, the Plan shall include provisions (content and number of copies) for a publication for the general public.
- D. BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in accordance with 36 CFR 79 in an approved curation facility in Nevada. As defined in the Native American Graves Protection and Repatriation Act (NAGPRA) materials will be handled in accordance with 43 CFR Part 10. 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 and/or returned to their owners. Midway, or its consulting archaeologist, shall provide proof of a current curation agreement to BLM within two (2) weeks of BLM acceptance of the final reports.
- E. BLM shall ensure that all final archaeological reports resulting from actions pursuant to this PA will be provided to SHPO and Tribes 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.).

## V. OTHER CONSIDERATIONS

- A. Identification, evaluation, and treatment efforts may extend beyond the geographic limits of the APE when the resources being considered extend beyond the boundary of the construction activities. No identification, evaluation, or treatment efforts will occur beyond that necessary to complete the Section 106 process as agreed to in this PA.

- B. Information on the location and nature of all cultural resources or information considered proprietary by a Tribe will be held confidential by the BLM to the extent provided by Federal and state law. BLM will not disseminate this information beyond what is required to complete the Section 106 process as agreed to in this PA.

## **VI. MONITORING**

- A. Any Signatory Party may monitor actions carried out pursuant to this PA. To the extent practicable, every effort will be made to minimize the number of monitors involved in the undertaking.
- B. Any areas that BLM, in consultation with the SHPO, identifies as sensitive will be monitored during construction related activities by a qualified individual (Monitor). Monitors shall be empowered to stop work to protect resources if that work is inconsistent with the terms of this PA or any corresponding treatment or monitoring plan.

## **VII. NOTICES TO PROCEED (NTP)**

BLM may issue an NTP to Midway for individual construction segments as defined by Midway in their Pan Project plans, under any of the following conditions:

- A. BLM, in consultation with SHPO, has determined that there are no cultural resources within the APE for that construction segment; or
- B. BLM, in consultation with SHPO, has determined that there are no historic properties within the APE for the construction segment; or
- C. BLM, after consultation with the SHPO and other consulting parties, has implemented an adequate Treatment Plan for the properties affected by the construction segment; and
  1. Midway has posted a surety as set forth in Stipulation IX; and
  2. The fieldwork phase of the treatment option has been completed; and
  3. BLM has accepted a summary description of the fieldwork performed and a reporting schedule for that work; and
  4. BLM shall provide an electronic copy of the summary to SHPO; and

5. SHPO will review the summary and if the SHPO concurs or does not respond within two working days of receipt, BLM shall assume concurrence and issue the NTP.

D. Midway shall not begin any ground disturbing activities within the boundary of any historic property until a NTP is issued for the property or construction segment encompassing that property.

#### **VIII. TIME FRAMES**

A. BLM will review and comment on any document submitted by Midway, through its consulting archaeologist, within thirty (30) calendar days of receipt.

B. BLM will submit the results of all identification, evaluation, effects assessments, treatment efforts, including discovery situations, and Treatment or Data Recovery Plans to the SHPO. The SHPO shall have thirty (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 Midway within nine (9) months after the completion of the fieldwork associated with the activity unless otherwise negotiated. Final reports will be due sixty (60) days after receiving BLM comments.

#### **IX. SURETY BONDS**

A. Based on a written detailed cost estimate submitted by the consulting archaeologist and agreed to by Midway and BLM, Midway will post a surety bond with BLM in an amount sufficient to cover all post-fieldwork costs associated with the inventory; implementing a Treatment Plan, Data Recovery Plan, or other cultural resource management activities. Such costs may include, but are not limited to post-fieldwork analyses, research and report preparation, interim and summary reports preparation, and the curation of project documentation and artifact collections in an approved curation facility. The surety shall be posted prior to BLM issuing any NTP. Additional surety bonds may be required by BLM to cover any of the issues associated with implementation of the PA.

B. The surety bond posted shall be subject to forfeiture if the post-fieldwork tasks are not completed within the time period established by the treatment option selected. BLM and Midway may agree to extend any such time periods. BLM will notify Midway in writing that the surety is subject to forfeiture and will allow Midway thirty (30) calendar days to respond before action is taken to forfeit the surety. If, during those thirty (30) days, Midway takes action to complete the post-fieldwork tasks, the bond shall not be forfeited.

- C. The surety bond shall be released, in whole or in part, as specific post-fieldwork tasks, including final disposition of all collections, are completed and accepted by BLM.

#### **X. 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, however if there is an unplanned discovery, the BLM will ensure that provisions in the Protocol (Section VI.B) and the following stipulations are met.

- A. When previously unidentified cultural resources are discovered or an unanticipated impact situation occurs, all Pan Project related activities within 100 meters of the discovery/impact will cease immediately. Midway, through its contractor or its authorized representative, shall secure the location to prevent vandalism or other damage. Midway or its authorized representative shall immediately notify the BLM Authorized Officer of the discovery followed by written confirmation.
- B. BLM will notify SHPO, Tribes, 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. Within two (2) working days after initial discovery, BLM will notify SHPO, Tribes, and other consulting parties as appropriate, of the decision to either allow Pan Project activities to proceed or to require further evaluation and/or mitigation.
- C. If, in consultation with SHPO, Tribes, and other consulting parties, BLM determines that mitigation for discoveries or unanticipated impacts is required, BLM shall solicit comments from SHPO, Tribes, and other consulting parties, as appropriate, to develop mitigating measures. BLM will afford SHPO, Tribes and other consulting parties, as appropriate, two (2) working days of receipt to provide BLM with comments to be considered when BLM decides on the nature and extent of mitigative efforts. Within seven (7) working days of initial SHPO notification, BLM will inform SHPO of the nature of the mitigation required. BLM will ensure that such mitigative actions are implemented before allowing Pan Project activities to resume.
- D. BLM will ensure that reports of mitigation efforts for discoveries or unanticipated impacts are completed in a timely manner and conform to the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377-79). Drafts of such reports shall be submitted to the SHPO for a fifteen (15) day review and comment period. Final reports shall be submitted to the SHPO, Tribes and consulting parties, as appropriate for information purposes.
- E. Any disputes or objections arising during a discovery or unanticipated impact situation will follow the procedures in Stipulation XI.

- F. Pan Project activities in the area of the discovery or unanticipated impact will be halted until Midway is notified by the BLM Authorized Officer in writing that mitigation is complete and/or activities can resume.

**XI. DISPUTE RESOLUTION**

- A. If any Signatory Party, Tribe, or other consulting party, objects to any activities proposed pursuant to the terms of this PA, BLM shall consult with the objecting party and SHPO to resolve the issue within thirty (30) days of receiving such objection.
- B. A consulting party can request participation by the ACHP should consultation not resolve the issue.
- C. If there is an objection by SHPO to the manner in which the terms of this PA are implemented, SHPO shall notify the Egan Field Manager in writing of the objection. BLM will consult with SHPO to resolve the objection. If BLM determines that the objection cannot be resolved, it will 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 dispute resolution.
- D. For all post-review discovery disputes, the Egan Field Manager shall request consultation by the BLM Nevada State Office to help resolve the objection. The BLM Nevada State Office shall have seven (7) days to provide the Egan Field Manager with comments.
- E. The Signatory Parties shall continue all actions under this PA that are not the subject of the dispute.

**XII. DURATION**

This PA shall become effective on the date of the last Signatory Party's signature below and shall remain in effect for a period of ten years or until terminated as provided in Stipulation XIV. If the project has not been initiated within the ten year period, this PA will automatically terminate.

**XIII. AMENDMENT**

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

**XIV. TERMINATION**

Any Signatory Party may initiate consultation for termination of this PA by providing written notice to the other Signatory Party. After notification by the initiating party, the other Signatory Party shall have thirty (30) calendar days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination. If such consultation fails, the termination will go into effect at the end of this thirty (30) calendar-day period, unless both parties agree to a longer period. The Signatory Parties shall be required to meet all current or outstanding obligations the Signatory Parties assumed under the terms of the PA. In the event that this PA is terminated, the BLM will comply with the provisions of the current Protocol and applicable NHPA regulations.

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

**SIGNATORIES:**

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Egan Field Manager

Date

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Ronald M. James

Date

Nevada State Historic Preservation Officer

Concurring Parties:

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Thomas Williams

Date

Vice President of Environmental Affairs  
Midway Gold US Inc.

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Mt. Wheeler Power Company

Date

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Te-Moak Tribe of Western Shoshone Tribal Chairman

Date

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Duckwater Shoshone Tribal Chairman

Date

## **Appendix 3C**

### **Visual Simulations**



KOP 1 PANORAMA - SOUTHSIDE POLES



KOP 2 PANORAMA - PROPOSED ACCESS ROAD  
SOUTHSIDE POLES



KOP 3 PANORAMIC VIEW