

**MEMORANDUM OF AGREEMENT
AMONG THE
BUREAU OF LAND MANAGEMENT-CALIFORNIA,
EDF RENEWABLE ENERGY,
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
REGARDING
THE DESERT HARVEST SOLAR FARM PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

WHEREAS, EDF Renewable Energy (Applicant) has applied for a right-of-way (ROW) grant on public lands managed by the Bureau of Land Management (BLM) and has submitted a plan of development (POD) to construct, operate and maintain a photovoltaic solar electric generation facility and a 230 kilovolt (kV) generation tie line (gen-tie) on public lands managed by the BLM, including construction of access and maintenance roads, laydown and staging areas, and support facilities and infrastructure (hereinafter, the “Project”); and

WHEREAS, the BLM has determined that the issuance of a ROW (proposed federal action) to the Applicant in accordance with the Federal Land Policy and Management Act (FLPMA) (Pub. L. 940-579; 43 U.S.C. § 1701), and authorization of the Project is an undertaking subject to Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470(f), and its implementing regulations under 36 C.F.R. § 800 (2004); and

WHEREAS, the BLM has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the NHPA and is a Signatory to this Agreement; and

WHEREAS, in accordance with the regulations at 36 C.F.R. § 800.6(a)(1), BLM has notified the Advisory Council on Historic Preservation (ACHP) regarding the effects of alternatives of the undertaking on historic properties and has invited the ACHP to participate in consultation to resolve the potential effects on historic properties, and as per their letter dated September 24, 2012, the ACHP has declined to participate; and

WHEREAS, the BLM has prepared the *Final Environmental Impact Statement for the Desert Harvest Solar Farm Project* (2012) to identify the Project alternatives for purposes of the National Environmental Policy Act (NEPA), has comparatively examined the relative effects of the alternatives on known historic properties, and has provided the public opportunities to comment on the Project through the NEPA process consistent with 36 C.F.R. § 800.2(d)(3), including public scoping meetings and public meetings held in October 2011 and May 2012. Public meeting materials included information about the NHPA and the Section 106 process, and BLM considered comments received through the NEPA and the NHPA processes concerning cultural resources in the development of this Agreement.; and

WHEREAS, Riverside County is the lead agency for compliance with the California Environmental Quality Act (CEQA) and has certain responsibilities under State laws and regulations to take into account and mitigate the impacts on historical resources eligible for or

included on the California Register of Historical Resources (CRHR) and has participated in consultation and is invited to participate in this Agreement as a Concurring Party; and

WHEREAS, the Applicant has participated in this consultation per 36 C.F.R. § 800.2(c)(4), will be the entity to whom the BLM may grant a ROW, and has the responsibility for carrying out the specific terms of this Agreement under the oversight of the BLM, and is an Invited Signatory to this Agreement; and

WHEREAS, the BLM has authorized the Applicant to conduct specific identification efforts for this undertaking including a review of the existing literature and records, cultural resources surveys, ethnographic studies, and geo-morphological studies to identify historic properties that might be located within the Area of Potential Effect (APE) as defined at 36 C.F.R. § 800.16(d); and

WHEREAS, the reports entitled *A BLM Class III Archeological Resources Inventory for the Desert Harvest Solar Farm and Three Gen-Tie Alternatives, Desert Center Vicinity, Riverside County, California*, prepared Chambers Group with contributions by Applied Earthworks, May 2012, and; *Assessment of Indirect and Cumulative Effects to Historic Properties for Desert Harvest Solar Farm Project, Desert Center Vicinity, Riverside County, California*, prepared by Applied Earthworks, August, 2012, and; *Ethnographic and Ethnohistoric Information on Chuckwalla Valley and Vicinity for Desert Harvest Solar Farm Project, Desert Center Vicinity, Riverside County, California*, prepared by Earle and Associates, July 2012, and; *Cultural Resources Inventory of a 38-Acre Portion of the Desert Sunlight Solar Farm Alternative A-1 Generation Interconnection Line (Preferred), Desert Center Vicinity, Riverside County, California*, prepared by ECORP Consulting, September 2012; present the results of identification and evaluation efforts; and

WHEREAS, the BLM has determined, in consultation with SHPO, that the resources designated CA-RIV-053T, CA-RIV-1383, CA-RIV-1814, CA-RIV-9385, P-33-05717, P-33-06832, P-33-17766, P-33-18392, Desert Training Center/California-Arizona Maneuver Area (DTC/C-AMA), Colorado River Aqueduct Transmission Line, and Eagle Mountain Pumping Plant are eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the BLM has determined, in consultation with SHPO, that alternatives are under consideration that would have an adverse indirect effect on four historic properties designated CA-RIV-053T, CA-RIV-1383, P-33-18392, and the DTC/C-AMA; and

WHEREAS, the BLM will manage all unevaluated archaeological sites within the APE as eligible for inclusion on the NRHP under 36 C.F.R. § 60.4(d) (hereinafter “Criterion D”) for project management purposes, and through the imposition of monitoring and avoidance measures, the BLM has found that the significant information values retained by these resources would not be affected by the undertaking; and

WHEREAS, portions of the Alternative D and Alternative E gen-tie corridors are privately held lands where access to conduct identification and evaluation efforts have not been granted, and

BLM is deferring identification and evaluation efforts for those lands until the Record of Decision pursuant to 36 C.F.R. § 800.4(b)(2); and

WHEREAS, pursuant to 36 C.F.R. § 800.2(c)(2)(ii) and Executive Order 13175, the BLM is responsible for government-to-government consultation with federally recognized Indian tribes and is the lead federal agency for all tribal consultation and coordination; and

WHEREAS, the BLM has formally notified and invited federally recognized tribes including the Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Indians, Cabazon Band of Mission Indians, Cahuilla Band of Mission Indians, Chemehuevi Indian Tribe, Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Fort Yuma Quechan Tribe, Morongo Band of Mission Indians, Ramona Band of Mission Indians, San Manuel Band of Mission Indians, Soboba Band of Luiseno Indians, Torres-Martinez Desert Cahuilla Indians and Twenty-nine Palms Band of Mission Indians (Tribes) to consult on the undertaking and participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM recognizes its government-to-government obligation to consult with Indian tribes that may attach religious and cultural significance to historic properties that may be affected by the proposed undertaking and will continue to consult with the affected tribes regarding their concerns under Section 106; in addition, the BLM will comply with the American Indian Religious Freedom Act (AIRFA), Native American Graves Protection and Repatriation Act (NAGPRA), and Executive Orders 13007 and 13175;

NOW, THEREFORE, the BLM and SHPO (hereinafter “Signatories”), and the Applicant (hereinafter “Invited Signatory”), agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the adverse effect of the undertaking on historic properties, resolve such adverse effects through the process set forth in this Agreement, and provide the ACHP with a reasonable opportunity to comment in compliance with Section 106.

STIPULATIONS

The BLM shall ensure that the following measures are implemented:

I. DEFINITIONS

The definitions found at 36 C.F.R. § 800.16 and in Appendix B shall apply throughout this Agreement. If there is a conflict between the definitions in the regulations and Appendix B, the regulations shall govern.

I. AREA OF POTENTIAL EFFECTS

The APE is depicted and described in Appendix C to this Agreement. The APE, as currently defined, encompasses an area sufficient to accommodate all of the proposed and alternative Project components under consideration as of the date of execution of this Agreement. The APE

includes all areas where potential direct effects may occur, as well as indirect visual, auditory, and atmospheric effects, and cumulative effects. If BLM selects a Project alternative for implementation, the APE shall be defined by operation of this Agreement to exclusively encompass that selected alternative. If it is determined in the future that the undertaking may directly or indirectly affect historic properties located outside the defined APE, then the BLM, in consultation with SHPO and pursuant to 36 C.F.R. § 800.4(a)(1), shall determine and document modifications to the APE using the following process:

- a) Consulting Parties to this Agreement may propose that the APE established herein be modified. If the Signatories and Invited Signatory decide that such modification is warranted, the BLM shall modify the APE as agreed. Modifications of the APE (Appendix C) made as a result of continuing consultation among the Consulting Parties do not require the Agreement to be amended.
- b) If the Signatories and Invited Signatory agree to the proposal, then the BLM will prepare a description and a map of the modification to which the Signatories and Invited Signatory agree. The BLM will keep copies of the description and the map on file for its administrative record and distribute copies of each to the other Consulting Parties within 30 days of the day upon which agreement was reached.
- c) Where modification to the APE adds a new geographic area, the BLM shall take the steps necessary to identify, evaluate and take into account the effects of the undertaking on historic properties in the new geographic area in accordance with this Agreement.
- d) If the Signatories and Invited Signatory cannot agree to a proposal for the modification of the APE, then they will resolve the dispute in accordance with Stipulation XII of this Agreement.

III. DEFERRED IDENTIFICATION AND EVALUATION OF PRIVATE LANDS

- a) Should the BLM approve an alternative that includes private lands where access was not previously granted, identification and evaluation efforts shall be completed prior to the issuance of a Notice to Proceed (NTP) for that portion of the project, consistent with 36 C.F.R. § 800.4 (b)(2).
 - i. The BLM will provide copies of the final inventory report to the Consulting Parties in accordance with the communication and reporting procedures in Section VIII of the Agreement.
- b) Within 30 days of approval of the final report the BLM will make determinations of eligibility and findings of effect, in consultation with SHPO, for resources within the private lands of the approved alternative. The BLM will provide notification to the Consulting Parties of the agency determinations and findings.
- c) Should any adverse effects to new historic properties be identified above, measures to resolve the adverse effects will be developed in consultation with the Consulting Parties. The BLM will ensure that any additional measures to resolve adverse effects to historic properties will be implemented by the Applicant.

IV. AVOIDANCE, PROTECTION, AND MITIGATION MEASURES

a) Avoidance and Protective Measures

Where archaeological sites can be avoided, the BLM will implement the management or protective measures identified in Table 1 of Appendix A and the following:

- i. Archaeological sites that can be protected from direct impacts, but are within 100 feet, including buffer areas, of proposed construction activities will be identified and labeled as Environmentally Sensitive Areas (ESAs). This includes archaeological sites determined eligible for inclusion in the NRHP and sites that have not been formally evaluated, but are being treated as eligible and avoided for project management purposes.
- ii. The ESAs will be designated by marking the boundaries of sites with appropriate buffer zones using temporary fencing or other easily recognizable boundary defining materials. ESAs will have a minimum buffer of 50 feet beyond the outer limits of the site extent, as demonstrated by surface and/or subsurface indications. Should a larger or smaller ESA buffer be necessary for an individual site, the Applicant and BLM will consult to determine the appropriate buffer size.
 - (1) These areas will be shown on the engineering plans for the undertaking as off-limits to construction activities.
 - (2) Once established, an ESA will define areas where construction activities cannot occur, in order to prevent effects to historic properties within the designated ESA.
- iii. ESAs will be identified and established prior to initiation of ground disturbing activities in the vicinity of the site and will be maintained and monitored for the duration of the work effort in the ESA vicinity.
- iv. Violations of permits, stipulations or other requirements will be investigated by the BLM and subject to requirements and/or penalties under the Antiquities Act, Archaeological Resources Protection Act (ARPA), Federal Land Policy and Management Act of 1976, the rights-of-way regulations at 43 C.F.R. § 2805.12 and/or other relevant laws and regulations.

b) Mitigation of Adverse Effects

Should BLM approve an alternative that adversely affects archaeological sites CA-RIV-053T, CA-RIV-1383, P-33-18392, and/or the DTC/C-AMA, the BLM will resolve the adverse effects as follows:

- i. The adverse indirect and cumulative effects of the undertaking on the Criterion A values of the North Chuckwalla Mountains Petroglyph District (CA-RIV-1383) and the Coco-Maricopa Trail (CA-RIV-053T), and the Criteria A-C values of the DTC/C-AM, as defined in 36 C.F.R. §60.4, will be resolved through the development of a public interpretation product to describe the historical significance of the resources.

- (1) The Applicant will develop a professional quality documentary-style radio program designed to air in a 30 minute radio time-slot, including any commercial breaks. The radio program will air on a general information channel, such as AM 1610, that is available to visitors and travelers through the Chuckwalla Valley region. It will focus on describing the prehistoric and historic use and significance of the Chuckwalla Valley region both culturally and archaeologically. The development of the program may include interviews with archaeologists, tribal elders, and/or WWII veterans who trained at the DTC/C-AMA. Portions of these interviews may be included in the radio program itself.
 - (2) Should implementation of an informational radio program be found infeasible due to the FCC regulatory environment, lack of radio hosting space, lack of available band width, or the need for additional new infrastructure for signal transmission and distribution, the Applicant will develop a Smart phone application. The Smart phone application will include information pertaining to the prehistoric, historic, and modern use of the Chuckwalla Valley. The Smart phone application will utilize QR code technology to link users to a detailed web site illustrating the prehistoric, historic, and modern use of the Chuckwalla Valley. The Smart phone application will be offered to the public for download free of charge.
- ii. The adverse cumulative effects of the undertaking on the Criterion A-C values of the DTC/C-AMA, as defined in 36 C.F.R. §60.4, will be resolved through the development of a public interpretation product to describe the historical significance of a component of the resource.
 - (1) The BLM will ensure that the Applicant, in coordination with the E. Clampus Vitus, Billy Holcomb Chapter, will replace the Historical Marker commemorating the site of the 36th Evacuation Hospital, near Desert Center.
 - b) Should the BLM approve the Alternative C gen-tie corridor, and direct effects to archaeological sites DH-001, DH-002, DH-003, DH-004, DH-005, DH-006, DH-007, DH-008, DH-009, DH-012, DH-050, and DH-100 cannot be avoided, the BLM will resolve the adverse effects of the undertaking on the Criterion D values through data recovery.
 - iii. Should any additional information come forward that would identify these sites as eligible under any other criteria (A-C), the consulting parties shall meet to determine what other mitigation measures should be developed to take the adverse effects of any other criteria into account.
 - c) Within 45 days of the issuance of the Notice to Proceed for this undertaking, the Applicant will identify to the BLM, for approval, the consultant(s) who, under contract to the Applicant, will be responsible for developing and completing the mitigation products described in items IV(b) - (c) above.
 - i. Prior to carrying out any activities related to any mitigation measure, the consultant(s) shall meet with the BLM and the Applicant to discuss the goals of the Project and

work plan requirements, including lines of communication, deliverables, schedules, and any terms and conditions.

- ii. Within 45 days of meeting with the BLM and the Applicant, and prior to initiation of any work, the consultant(s) will provide the BLM with draft work plans for completing work required in the mitigation measures.
 - (1) Each work plan shall document lines of communication, key personnel, and provide appropriate natural and cultural context to support the research design and methods proposed for completion of the mitigation measure. The work plans shall also include a schedule of milestones and timeline for completion of the work.
 - (2) The BLM will provide copies of the draft work plans to the Consulting Parties in accordance with the communication and reporting procedures in Section VII of the Agreement.
- iii. Upon approval of each work plan by the BLM, the BLM will authorize the Applicant and the consultant(s) to initiate work on the mitigation measure.

d) General Mitigation Stipulations:

- i. Any products or studies described in the mitigation measures required by this Agreement will be developed in a manner to allow other proposed undertakings that may occur in the region to augment or expand the scope of the products or studies, provided that such augmentation or expansion proposed by other undertakings are the result of consultation under Section 106 or is an appropriate mitigation measure developed through the NEPA or CEQA process, cost sharing is provided as appropriate and developed in consultation with the Applicant.
- ii. Should the undertaking be approved by the BLM, mitigation measures will be initiated after the ROW is granted and prior to the issuance of a Notice to Proceed for construction in those portions of the undertaking addressed by the mitigation measure.
- iii. Within thirty (30) days after the BLM has determined that all work required by a work plan has been completed, the BLM shall notify and submit a summary report to the Consulting Parties. Within twelve (12) months after BLM has determined that all work required by a work plan has been completed, or pursuant to an alternative schedule required by any work plan implementing the terms of this Agreement, the Applicant will submit a written draft technical report to the BLM that documents the results of implementing the work plan. The BLM will provide the draft technical reports for each work plan to the Consulting Parties for review as provided in Stipulation VIII(a).

- iv. Copies of the final technical reports documenting the results of implementing each work plan will be distributed by BLM to the Consulting Parties and to the appropriate California Historical Resources Information System (CHRIS) Regional Information Center.

V. MONITORING

a) Archaeological Monitoring

- i. The Applicant, in consultation with the other Consulting Parties to this Agreement, may develop a comprehensive archaeological monitoring plan that will be in effect during construction of the Project. A comprehensive archaeological monitoring plan that has been approved by the BLM shall take precedence over those stipulations provided below. A draft comprehensive archaeological monitoring plan may be incorporated into the plan for post-review discoveries and unanticipated effects and attached as Appendix D to this Agreement. In the absence of a comprehensive archaeological monitoring plan, Paragraphs (1) through (4) of Stipulation V shall apply.

- (1) The Applicant shall ensure that archaeological monitors will be on site during construction to observe grading, trenching or other ground disturbing activities for any facilities, roads or other Project components related to the undertaking near ESAs and in other areas designated for full-time monitoring, as detailed in Stipulation IV, Appendix A, and/or Appendix D.
- (2) The Applicant shall ensure that archaeological monitors will meet the standards specified in Stipulation IX(a), will be approved and permitted by the BLM, will be familiar with the types of historic and prehistoric archaeological resources that may occur in the APE, and will be directly supervised by a principal archaeologist (PA).
- (3) The Applicant shall ensure that the PA will submit bi-weekly documentation of archaeological monitoring activities to the BLM by email. Documentation will include the location of archaeological monitoring activities for the reporting time period, as well as a description of any archaeological resources identified and any actions taken. The PA will prepare a monthly field monitoring verification report with the compiled monitoring observations, results, and actions taken for submission and approval to the BLM. The BLM will provide copies of bi-weekly and monthly archaeological monitoring reports to the Consulting Parties, unless otherwise directed by a Consulting Party.
- (4) Upon completion of all archaeological monitoring tasks and requirements related to Project construction and implemented pursuant to this Agreement, the Applicant shall ensure that the PA will submit within three months of completion of Project construction a final monitoring report to the BLM for review and approval. The final monitoring report will describe the monitoring program and

its findings and results, and present a detailed professional description, analysis, and evaluation of any cultural resources that were encountered and evaluated during construction. The BLM will provide a copy of the monitoring report to the Consulting Parties.

ii. Long Term Management Plan for Sites within the APE

- (1) The Applicant, in consultation with the other Consulting Parties to this Agreement, will establish and fund a Long Term Management Plan (LTMP) for the post-construction archaeological monitoring, and condition assessment of sites in the APE of the selected alternative which could be affected by on-going operations and maintenance activities. The Applicant shall submit a draft LTMP to the BLM within nine (9) months from the date of the issuance of the Notice to Proceed for the undertaking. The BLM will submit the LTMP to the Consulting Parties for review following the provisions of Stipulation VIII(a). The LTMP will be included as Appendix E to this Agreement, upon BLM approval.

II. POST-REVIEW DISCOVERIES AND UNANTICIPATED EFFECTS

The Applicant, in consultation with the other Consulting Parties to this Agreement, shall develop a comprehensive plan to manage post-review discoveries and unanticipated effects which shall be attached as Appendix D to this Agreement.

- a) If human remains and/or associated funerary objects compose all or part of the discovery, then the BLM shall follow the process described in Stipulation VII.
- b) The BLM, at its discretion, but in consultation with SHPO, may treat any discovered property as eligible for inclusion in the NRHP for project management purposes pursuant to 36 C.F.R. § 800.13(c) and notify all Consulting Parties to the Agreement within 48 hours of the discovery. The adverse effects to the historic property will be resolved through implementation of the Archaeological Monitoring, Post-Review Discovery, and Unanticipated Effects Plan included in Appendix E to this Agreement. A report of the completed actions will be provided to all Consulting Parties.

III. TREATMENT OF HUMAN REMAINS OF NATIVE AMERICAN ORIGIN

- a) The BLM shall ensure that any Native American human remains, funerary objects, sacred objects, and/or objects of cultural patrimony discovered on BLM administered lands during implementation of the terms of the Agreement will be treated in accordance with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA) (Pub. L. 101-601) and 43 C.F.R. § 10.
- b) In consultation with the Tribes, the BLM shall develop a written plan of action pursuant to 43 C.F.R. 10.5(e) to manage the inadvertent discovery or intentional excavation of human remains, funerary objects, sacred objects, or objects of cultural

patrimony. The written plan of action shall be finalized prior to any Notice to Proceed for the undertaking. The finalized plan of action shall be included as Appendix F to this Agreement.

- c) The BLM shall ensure that Native American human remains, funerary objects, sacred objects, and/or objects of cultural patrimony on non-federal lands are treated in accordance with the California Public Resources Code at Sections 5097.98 and 5097.991, and of the California Health and Safety Code at Section 7050.5(c).

IV. COMMUNICATION AND REPORTING

- a) The BLM shall submit all documents relating to the Agreement to the Consulting Parties in complete but draft form for review. Consulting Parties will be afforded 30 days following receipt of a draft document to submit written comments to BLM unless otherwise mutually agreed to by the Consulting Parties. The BLM will provide Consulting Parties with written documentation indicating whether and how the document will be modified in response to comments. Unless Consulting Parties object to the revisions in writing to the BLM within 30 days following receipt of the revised document, BLM may finalize the document.
 - i. If a Consulting Party objects to the revisions during the comment period, the BLM will consult with the objecting party for no more than 30 days to resolve the objection. If the objection is resolved, the BLM will notify Consulting Parties of the resolution and may revise and finalize the document. If the objection cannot be resolved, the BLM shall follow the procedures in Stipulation XII(c).
 - ii. The BLM will provide a copy of the final document to the Consulting Parties.
- b) The BLM shall prepare a letter report on a biennial schedule summarizing the fulfillment of the stipulations contained within this Agreement. The report will be submitted to all Consulting Parties to this Agreement by December 31, 2013, for the initial reporting period and every two years thereafter for the duration of this Agreement.
 - i. The implementation and operation of this Agreement shall be evaluated on a biennial basis by the parties. This evaluation, to be conducted after the receipt of the BLM letter report, may include in-person meetings or conference calls among these parties, and may provide suggestions for modifications or amendments.
 - ii. During the construction phase of the undertaking, the Consulting Parties will meet annually between January and March to discuss the fulfillment of the stipulations contained within this Agreement.

V. ADMINISTRATIVE STANDARDS

- a) **PROFESSIONAL QUALIFICATION STANDARDS.** All actions prescribed by this Agreement 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), as appropriate (48 Fed. Reg. 44739 dated September 29, 1983). However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is supervised by someone who meets the PQS.

- a) **DOCUMENTATION STANDARDS.** Reporting on and documenting the actions cited in this Agreement shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Fed Reg. 44716-40 dated September 29, 1983), as well as, the BLM 8100 Manual, 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 and applicable county or local requirements or report formats.
- b) **CURATION STANDARDS.** On BLM-administered land, all records and materials resulting from the actions required by this Agreement shall be curated in accordance with 36 C.F.R. Part 79, and the provisions of the NAGPRA, 43 C.F.R. Part 10, as applicable. To the extent permitted under Sections 5097.98 and 5097.991 of the California Public Resources Code and by private property owners, the materials and records resulting from the actions required by this Agreement for private lands shall be curated in accordance with 36 C.F.R. Part 79. The BLM will seek to have the materials retrieved from private lands donated through a written donation agreement.

VI. IMPLEMENTATION OF THE UNDERTAKING

- a) The BLM may authorize construction activities, including but not limited to those listed below, to proceed in specific geographic areas where there are no historic properties; where there will be no adverse effect to historic properties; where an archaeological monitoring and post-review discovery process or plan is in place per Stipulation V and VI, or in areas where a mitigation plan has been approved and initiated, and field work completed. Such construction activities may include:
 - i. Demarcation, set up, and use of staging areas for construction of the undertaking
 - ii. Conduct of geotechnical boring investigations or other geophysical and engineering activities
 - iii. Grading and construction of buildings and support facilities
 - iv. Construction of transmission lines
- b) Initiation of any construction activities on federal lands shall not occur until after the BLM issues the Record of Decision, ROW grant, and Notice(s) to Proceed.

VII. AMENDMENTS TO THE AGREEMENT

This Agreement may be amended only upon written agreement of the Signatories and Invited Signatory.

- a) Upon receipt of a request to amend this Agreement, the BLM will immediately notify the other Consulting Parties and initiate a 30 day period to consult on the proposed amendment, whereupon all Consulting Parties shall consult to consider such amendments.
- b) If agreement to a proposed amendment cannot be reached within the 30 day period, resolution of the issue may proceed by following the dispute resolution process set forth in Stipulation XII.
- c) Amendments to this Agreement shall take effect on the dates that they are fully executed by the Signatories and Invited Signatory.
- a) Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the Consulting Parties do not require the Agreement to be amended.
- b) The terms of this Agreement are a condition of any ROD and the ROW grant that the BLM may issue and are binding on the Applicant. For purposes of this Agreement, changes in the corporate name of the Applicant or reassignment of the ROW to a subsidiary company or other entity may be authorized by the BLM and does not require the Agreement to be amended.

VIII. DISPUTE RESOLUTION

- a) Should the Signatories or Invited Signatory object at any time to the manner in which the terms of this Agreement are implemented, the BLM will immediately notify the other Signatories and Invited Signatory and consult for no more than 30 days to resolve the objection.
- b) If 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 the objection cannot be resolved through such consultation, the BLM will forward all documentation relevant to the objection to the ACHP with copies to the Consulting Parties to the Agreement. Any comments provided by the ACHP 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 Consulting Parties in writing of its final decision within 14 days after it is rendered.
- d) The BLM's responsibility to carry out all other actions under this Agreement that are not the subject of the objection will remain unchanged.

- e) At any time during implementation of the terms of this Agreement, should an objection pertaining to the Agreement be raised by a Concurring Party or a member of the interested public, the BLM shall immediately notify the Consulting Parties, consult with the SHPO about the objection, and take the objection into account. The other Consulting Parties may comment on the objection to the BLM. The BLM shall consult with the objecting party for no more than 30 days. Within 14 days following closure of consultation, the BLM will render a final decision regarding the objection and proceed accordingly after notifying 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.

IX. TERMINATION

- a) If any Signatory or Invited Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatory to amend this Agreement in accordance with Stipulation XI above. If resolution regarding an amendment has not been reached within sixty (60) days, a Signatory or Invited Signatory may terminate the Agreement upon 10 days' written notification to the other Signatories and Invited Signatory. Following written notification, the terminating Signatory or Invited Signatory will inform the Concurring Parties.
- b) If the Agreement is terminated, and prior to work continuing on the undertaking, the BLM shall either (a) execute a new Agreement pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The BLM shall notify the other Signatories and Invited Signatory to the Agreement as to the course of action that it will pursue.

X. ADDITION/WITHDRAWAL OF PARTIES TO/FROM THE AGREEMENT

- a) Should conditions of the undertaking change such that other federal agencies, state agencies, Indian tribes, tribal organizations or other organizations or individuals not already party to this Agreement request in writing to participate, the BLM will notify the Consulting Parties and consider the request to participate in the Agreement. Should the BLM agree to the request to participate, the Agreement shall be amended following the procedures in Stipulation XI.
- b) the event that the Applicant applies for additional federal funding or other federal approvals, such funding or approving agency may comply with Section 106 and 36 C.F.R. § 800.2 (a)(2) by agreeing in writing to the terms of this Agreement and notifying and consulting with SHPO and ACHP. Any necessary modifications will be considered in accordance with Stipulation XI to this Agreement.
- c) Should a Concurring Party determine that its participation in this Agreement is no longer warranted, the Concurring Party may withdraw from participation by informing the BLM. The BLM shall inform the Consulting Parties of the withdrawal. Withdrawal of a Concurring Party to the Agreement does not require an amendment of the Agreement.

XI. DURATION OF THIS AGREEMENT

- a) This Agreement will expire if construction has not been initiated and the BLM ROW grant expires or is withdrawn, or the stipulations of this Agreement have not been initiated, within five (5) years from the date of execution. Prior to such time, the BLM may consult with the other Signatories and Invited Signatory to reconsider the terms of the Agreement and amend it in accordance with Stipulation XI above.
- b) Unless the Agreement is terminated pursuant to Stipulation XIII, another agreement executed for the undertaking supersedes it, or the undertaking itself has been terminated, this Agreement will remain in full force and effect for the 30 year term of the ROW grant or until BLM, in consultation with the other Signatories and Invited Signatory, determines that implementation of all aspects of the undertaking has been completed and that all terms of this Agreement have been fulfilled in a satisfactory manner. The effective period of this Agreement may be extended as provided in Stipulation XI. Upon a determination by BLM that implementation of all aspects of the undertaking have been completed and that all terms of this Agreement have been fulfilled in a satisfactory manner, BLM will notify the Consulting Parties in writing of the agency's determination. This Agreement will terminate and have no further force or effect 30 days after BLM so notifies the Consulting Parties to this Agreement, unless BLM retracts its determination before the end of that period.

XII. EFFECTIVE DATE

- a) This Agreement and any amendments shall take effect on the date that it has been fully executed by the Signatories.
- b) Execution and implementation of this Agreement is evidence that the BLM has taken into account the effect of the undertaking on historic properties, afforded the ACHP a reasonable opportunity to comment, and that the BLM has satisfied its responsibilities under Section 106. The BLM shall be responsible for managing historic properties within the APE for this undertaking pursuant to the NHPA. The Signatories and Invited Signatory to this Agreement represent that they have the authority to sign for and bind the entities on behalf of whom they sign.


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SIGNATORY PARTIES

U.S. BUREAU OF LAND MANAGEMENT

BY:  DATE: 2/19/2013
John R. Kalish
Manager, Palm Springs – South Coast Field Office

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

BY:  *Senan Saunders* DATE: 2/20/13
for Carol Roland-Nawi
State Historic Preservation Officer

Invited Signatory

EDF RENEWABLE ENERGY

BY:  _____ DATE: Feb 23, 2013

TITLE: Mark Tholke
VP, Development - West

PARTIES INVITED TO CONCUR IN THE AGREEMENT

RIVERSIDE COUNTY
AGUA CALIENTE BAND OF CAHUILLA INDIANS
AUGUSTINE BAND OF CAHUILLA INDIANS
CABAZON BAND OF MISSION INDIANS
CAHUILLA BAND OF MISSION INDIANS
CHEMEHUEVI INDIAN TRIBE
COCOPAH INDIAN TRIBE
COLORADO RIVER INDIAN TRIBES
FORT MOJAVE INDIAN TRIBE
FORT YUMA QUECHAN TRIBE
MORONGO BAND OF MISSION INDIANS
RAMONA BAND OF MISSION INDIANS
SAN MANUEL BAND OF MISSION INDIANS
SOBOBA BAND OF LUISENO INDIANS
TORRES-MARTINEZ DESERT CAHUILLA INDIANS
TWENTY-NINE PALMS BAND OF MISSION INDIANS

**APPENDIX A: CULTURAL RESOURCES WITHIN THE APE AND PROPOSED
TREATMENT/MANAGEMENT STRATEGY**

Table 1: Cultural Resources within the APE and Proposed Treatment/Management Strategy

Site Designation	Site Description	Eligibility Recommendation / Criteria or Values	Associated Project Component	Effects / Management
CA-RIV-053T	Coco-Maricopa Trail	Eligible under A, C; Not eligible under B, D	Gen-tie Alternative B, C, D, E	Indirect adverse effect - MOA
CA-RIV-1383	North Chuckwalla Mountains Petroglyph District	Listed under A and D	Gen-tie Alternative B, C, D, E	Indirect adverse effect - MOA
CA-RIV-1814	North Chuckwalla Mountains Quarry District	Listed under D	Gen-tie Alternative B, C	None - Avoided
CA-RIV-9382	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
CA-RIV-9383	Mining prospect	Unevaluated	Gen-tie Alternative B, C, D	None - Avoided
CA-RIV-9385	Historical refuse scatter	Eligible under D; Not eligible under A-C	Gen-tie Alternative B, C	None - Avoided
CA-RIV-9390	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
CA-RIV-9394	Lithic and ceramic scatter	Unevaluated	Gen-tie Alternative B, C	None - Avoided
CA-RIV-9407	Short-term habitation area	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
CA-RIV-9481	Military refuse scatter	Unevaluated	Gen-tie Alternative D	None - Avoided
CA-RIV-9483	Historical refuse scatter	Unevaluated	Gen-tie Alternative B, C	None - Avoided
CA-RIV-9910	Historical refuse scatter	Unevaluated	Gen-tie Alternative B, C	None - Avoided
P-33-05717	Desert Center Café	Eligible under A, B; Not eligible under C, D	Gen-tie Alternative B, C	None - Avoided
P-33-05718	Desert Center Post Office, country store, and church	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-05719	Two-Stump Ranch buildings	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-05721	Hollywood Cabins Apartments	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-06832	Ragsdale House	Eligible under B, C; Not eligible under A, D	Gen-tie Alternative B, C	None - Avoided
P-33-06833	Old Desert Center School	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-13987	Southern California Telegraph Company Pole Line	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-15093	Lithic scatter	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
P-33-17766	Former US Highway 60/70	Eligible under A, C; Not eligible under B, D	Gen-tie Alternative B, C, D, E	None - Avoided
P-33-18244	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible

Site Designation	Site Description	Eligibility Recommendation / Criteria or Values	Associated Project Component	Effects / Management
P-33-18246	Potential mining prospect	Not eligible A-D	Gen-tie Alternative B, C	None - Not Eligible
P-33-18253	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None - Not Eligible
P-33-18268	Lithic scatter	Unevaluated	Gen-tie Alternative B, C	None - Avoided
P-33-18271	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None - Not Eligible
P-33-18291	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C	None - Not Eligible
P-33-18299	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative B, C, D	None - Not Eligible
P-33-18307	Historical rock feature	Unevaluated	Gen-tie Alternative B, C, D	None - Avoided
P-33-18315	Highway features	Unevaluated	Gen-tie Alternative D	None - Avoided
P-33-18391	Historical refuse scatter	Unevaluated	Gen-tie Alternative D	None - Avoided
P-33-18392	Military refuse scatter	Eligible under A; Not eligible under B-D	Gen-tie Alternative D	Indirect adverse effect - MOA
P-33-18405	Mining prospect	Not eligible A-D	Gen-tie Alternative B, C	None - Not Eligible
P-33-18392	Ceramic scatter	Not eligible A-D	Solar Facility Footprint	None - Not Eligible
CA-RIV-10335	Historical refuse scatter	Unevaluated	Gen-tie Alternative E	None - Avoided
CA-RIV-10336	Military refuse scatter	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
CA-RIV-10337	Oiled road segment	Not eligible A-D	Gen-tie Alternative D	None - Not Eligible
CA-RIV-10248	Military refuse scatter	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
CA-RIV-10249	Historical earthen feature	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
CA-RIV-10250	Asphalt road segment	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
CA-RIV-10251	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
CA-RIV-10333	Historical refuse scatter	Not eligible A-D	Gen-tie Alternative E	None - Not Eligible
DH-001	Rock ring	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
DH-002	Rock ring	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
DH-003	Rock ring	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	Outside APE
DH-004	Cleared circle	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	Outside APE
DH-005	Cleared circles, rock cairn	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	Outside APE

Site Designation	Site Description	Eligibility Recommendation / Criteria or Values	Associated Project Component	Effects / Management
DH-006	Cleared circles	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
DH-007	Cleared circle	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	Outside APE
DH-008	Cleared circles, backfilled pit	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
DH-009	Cleared circles, historic refuse scatter	Cleared circles Not eligible under C-D; Unevaluated under A; Historic component Not eligible under A-D	Gen-tie Alternative B, C	
DH-012	Cleared circle	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
DH-050	Cleared circle	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	Outside APE
DH-051	Historical refuse scatter	Not eligible under A-D	Gen-tie Alternative B, C	
DH-052	Historical refuse scatter, lithic scatter	Not eligible under A-D	Gen-tie Alternative B, C	
DH-100	Cleared circles	Not eligible under C-D; Unevaluated under A	Gen-tie Alternative B, C	
	Desert Training Center/California-Arizona Maneuver Area	Eligible under A-D	All Alternatives	Indirect adverse effect - MOA
	New Desert Center School	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
	State Route 177 (Rice Road)	Not eligible A-D	Gen-tie Alternative B, C, D, E	None – Not Eligible
	Colorado River Aqueduct Transmission Lines	Eligible under A - contributing element to CRA system; Not eligible under B-D	Solar Facility Footprint, Gen-tie Alternative B, C	None - Avoided
	Eagle Mountain Pumping Plant	Eligible under A, C - contributing element to CRA system; Not eligible under B, D	Gen-tie Alternative B, C, D	None - Avoided
	Desert Center Army Airfield/Airport	Not eligible A-D	Gen-tie Alternative D, E	None – Not Eligible
	Eagle Mountain Railroad	Not eligible A-D	Gen-tie Alternative B, C	None – Not Eligible
	Kaiser Road	Not eligible A-D	Solar Facility Footprint, Gen-tie Alternative B, C, D	None – Not Eligible

Site Designation	Site Description	Eligibility Recommendation / Criteria or Values	Associated Project Component	Effects / Management
	Blythe-Eagle Mountain Transmission Line	Not eligible A-D	All Alternatives	None – Not Eligible

APPENDIX B - DEFINITIONS

- a) **Applicant.** Refers to EDF Renewable Energy, and to the same organization in the event of a change of the name of the company, provided the Signatories are notified in writing of the name change.
- b) **Area of Potential Effect.** The APE is defined as the total geographic area or areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties per 36 C.F.R. § 800.16(d). The APE is influenced by the scale and nature of an undertaking and includes those areas which could be affected by an undertaking prior to, during and after construction.
- c) **Concurring Parties.** Collectively refers to parties (not Signatories or Invited Signatory) with a demonstrated interest in the undertaking, who agree, through their signature, with the terms of this Agreement. Concurring Parties may propose amendments to this Agreement.
- d) **Cultural Resource.** A cultural resource is an object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or culture groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).
- e) **Consulting Parties.** Collectively refers to the Signatories, Invited Signatory and Concurring Parties who have signed this Agreement.
- f) **Historic Properties.** Properties (cultural resources) that are included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36 C.F.R. § 60.4 and may include any prehistoric or historic district, site, building, structure, traditional cultural property or object. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization that meet the NRHP criteria. The term “eligible for inclusion on the NRHP” refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria.
- g) **Historical Resources.** Historical resources are cultural resources that meet the criteria for listing on the CRHR as provided at California Code of Regulations Title 14, Chapter 11.5, Section 4850 and may include, but are not limited to, any object, building, structure, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
- h) **Invited Signatory.** Invited Signatories are parties that have specific responsibilities as defined in this Agreement. The Invited Signatory who signs this Agreement has the same rights with regard to seeking amendment or termination of this Agreement as the Signatories, but whose signature is not required for execution of the Agreement. The Invited Signatory to this Agreement is the Applicant.

- i) ***Lands Administered by the U.S. Department of Interior, Bureau of Land Management*** (BLM) means any federal lands under the administrative authority of the BLM.
- j) ***Literature Review***. A literature review is one component of a BLM class I inventory, as defined in BLM Manual Guidance 8100.21(A)(1), and is a professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive, narrative overview, and synthesis of the data. The overview may also define regional research questions and treatment options.
- k) ***Records Search***. A records search is one component of a BLM class I inventory and an important element of a literature review. A records search is the process of obtaining existing cultural resource data from published and unpublished documents, BLM cultural resource inventory records, institutional site files, state and national registers, interviews, and other information sources.
- l) ***Signatories***. Signatories are parties that have the sole authority to execute, amend or terminate this Agreement. Signatories to this Agreement are the BLM and SHPO.
- m) ***Traditional Cultural Property***. A traditional cultural property is defined generally as a property that is important to a living group or community because of its association with cultural practices or beliefs that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. It is a place, such as a traditional gathering area, prayer site, or sacred/ceremonial location that may figure in important community traditions. These places may or may not contain features, artifacts, or physical evidence, and are usually identified through consultation. A traditional cultural property may be eligible for inclusion in the NRHP.
- n) ***Tribes***. The federally recognized Indian tribes that the BLM is consulting with on this undertaking.
- o) ***Undertaking***. Collectively refers to all projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of the federal agencies (BLM) that are party to this Agreement, including those carried out by or on behalf of the federal agency; those carried out by federal financial assistance; and those requiring a federal permit, license, or approval.
- p) ***Windshield Survey***. A windshield survey is the driving or walking of surveyors along streets and roads of a community in order to observe and record the buildings, structures, and landscape characteristics seen from those vantage points. A windshield survey is a method commonly utilized in reconnaissance surveys to identify built-environment resources, such as buildings, objects, and structures.

APPENDIX C-1: AREA OF POTENTIAL EFFECT

1. The BLM has defined the APE for the Desert Harvest Solar Farm Project based on consideration of both direct and indirect impacts. The APE was established based on the consultation and identification procedures required in BLM's *Statewide Protocol Agreement* (Protocol) with the California and Nevada SHPO and consistent with 36 C.F.R. § 800.4.
2. An area (see Appendix C-2:Reference Maps for the Area of Potential Effect) within which historic properties could sustain direct effects as a result of the undertaking and the BLM will establish Environmentally Sensitive Areas (ESA) and implement the management or protective measures as described in Stipulation III(a) of the Agreement. These areas include:
 - a) The area within which historic properties could sustain direct effects as a result of the undertaking is defined to include:
 - i) The block area of installation of the proposed photovoltaic solar power generation facility, which includes approximately 1,208 acres of BLM-managed federal land and generally includes; portions of Sections 25, 26, and 27of Township 4S and Range 1E (San Bernardino Base Meridian). The survey area for cultural resources for the solar facility included a 60-foot wide buffer around the proposed footprint.
 - ii) All linear elements of the undertaking including:
 - (1) A ROW for construction of the 220 kV transmission line. The ROW is approximately 160-foot wide and 12 miles long and extends from the western side of the solar facility south to Southern California Edison's Red Bluff Substation. The survey corridor for cultural resources for this linear element was established as a 150-foot wide buffer on either side of the center line (300-foot wide corridor).
 - (2) An access road for the solar facility would connect the northwest corner of the facility directly to Kaiser Road, which is immediately adjacent to the project area. The survey area for cultural resources for this linear element is included in the survey area for the proposed solar facility footprint.
3. The area within which historic properties could sustain indirect effects, including visual, auditory, atmospheric, and contextual, as a result of the undertaking includes:
 - i) Historic properties within five miles of the Project footprint that are identified through a review of existing literature and records search, information or records on file with the BLM or at the Eastern Information Center, interviews or discussions with local professional or historical societies and local experts in history or archaeology.
 - (1) Historic properties identified through archaeological or other field investigations for this undertaking that, as a result of Project redesign to avoid direct effects to cultural resources, are no longer within the APE.

- ii) Historic properties included in the Native American Heritage Commission Sacred Lands Files, identified through a literature review or records search, or identified by a Tribe, through consultation as having religious or cultural significance that may be affected by the undertaking.
- iii) Historic properties that have been identified by a consulting party, organization, governmental entity, or individual through consultation or the public commenting processes as having significance or being a resource of concern that may be affected by the undertaking.
- iv) Built-environment resources located within five miles of the Project footprint whose historic settings could be adversely affected.
 - (1) On private property, historic properties within five miles of the Project footprint that are identified through surveys.

APPENDIX C-2: REFERENCE MAPS FOR THE AREA OF POTENTIAL EFFECT



Figure 1. Project vicinity

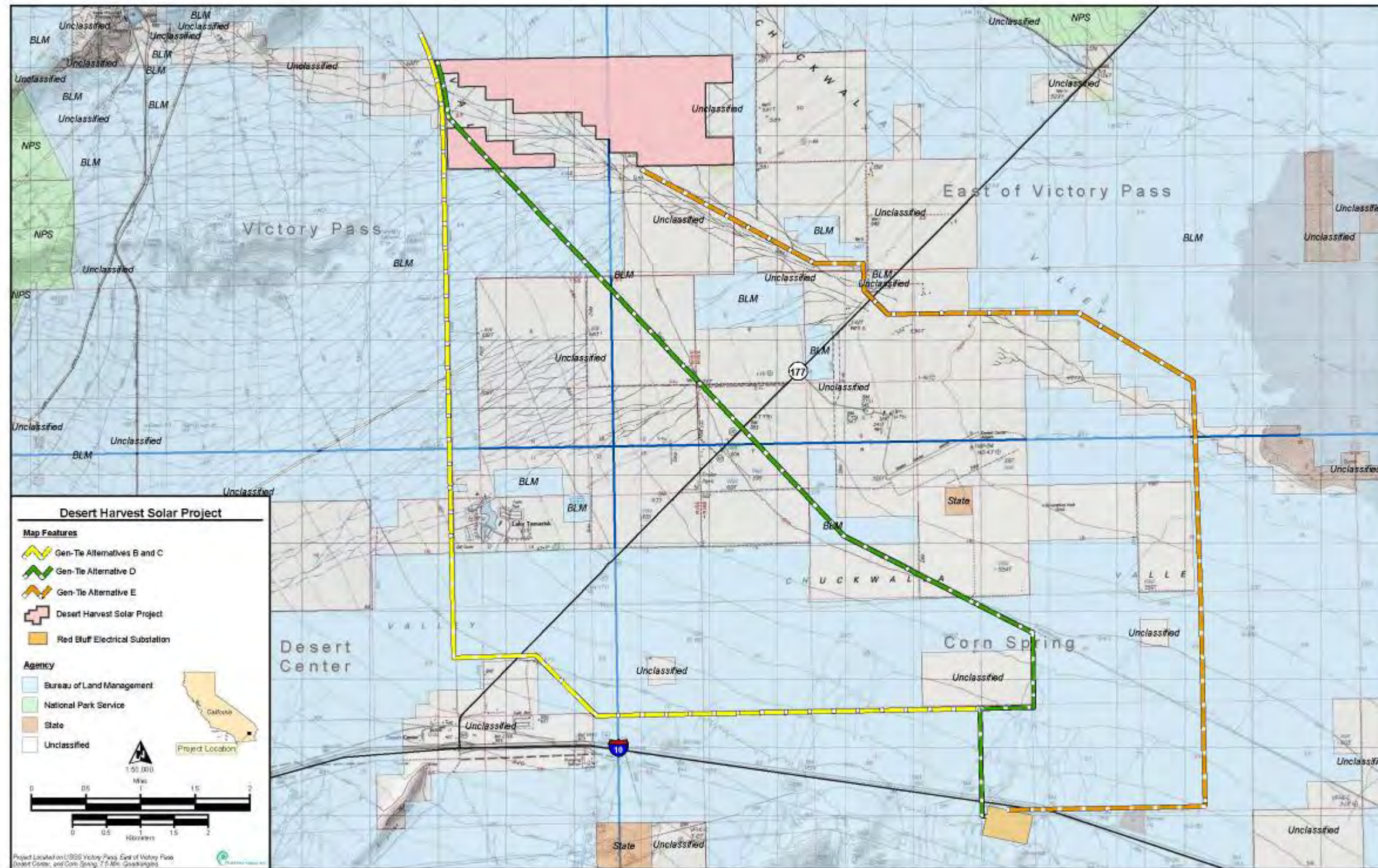


Figure 2. Desert Harvest Solar Project overview with land jurisdictions

APPENDIX D: PLAN FOR MONITORING, POST-REVIEW DISCOVERY AND UNANTICIPATED EFFECTS

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APPENDIX E: LONG TERM MANAGEMENT PLAN

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APPENDIX G: NAGPRA PLAN

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