

**FINAL
PROGRAMMATIC AGREEMENT
BETWEEN
THE U.S.D.I. BUREAU OF LAND MANAGEMENT, UTAH,
THE UTAH STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION,
CARBON AND DUCHESNE COUNTIES,
AND BILL BARRETT CORPORATION
REGARDING THE WEST TAVAPUTS PLATEAU NATURAL GAS FULL FIELD
DEVELOPMENT PLAN IN CARBON AND DUCHESNE COUNTIES, UTAH**

WHEREAS, the Bill Barrett Corporation and other operators (Operator(s)) propose to develop natural gas resources on leased and currently unleased lands in the West Tavaputs Plateau Project Area (Project), which includes Federal, State, and private lands in Carbon and Duchesne Counties in eastern Utah, as described in Attachment A-Project Description; and

WHEREAS, the Bureau of Land Management (BLM) is a multiple use agency responsible for the leasing and development of fluid mineral resources as well as the protection of cultural resources as authorized by the Federal Lands Policy and Management Act (FLPMA) of 1976 (43 USC 1701) and;

WHEREAS the BLM Utah State Director is -the agency official pursuant to 36 CFR Part 800.2 (a), and has determined that this project is an undertaking as defined under 36 CFR 800.16(y), and is responsible for signing this Programmatic Agreement (Agreement); and

WHEREAS, the BLM in consultation with the Utah State Historic Preservation Officer (SHPO), Advisory Council on Historic Preservation (ACHP), and the Consulting Parties have developed an Area of Potential Effect (APE) which includes 149,579 acres (see Attachment B-APE letter and map); and

WHEREAS, the BLM has determined that development of natural gas resources within the APE may have an adverse effect on properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) (see Attachment C-Adverse Effect Determination Letter) and has consulted with the SHPO, the ACHP, and Consulting Parties to create this Agreement pursuant to 36 CFR Part 800.6 and 800.14(b) of the ACHP's regulations implementing Section 106 of the NHPA, as amended, [16 U.S.C. Section 470 (f)] as incorporated by reference herein; and

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

WHEREAS, the ACHP has elected to participate in the consultation process for this Agreement under 36 CFR Part 800.6 (a)(1); and

WHEREAS, the BLM is responsible for government-to-government consultation with Federally recognized Indian Tribes for this undertaking and is the lead agency for all Native American consultation and coordination, and has formally invited the Indian tribes and Native American

organizations listed as interested parties to participate in consultation, and continue to be consulted regarding the potential effects of the Project on historic properties to which they ascribe traditional religious and cultural significance (see Attachment D-Tribal Consultation Summary); and

WHEREAS, the Ute Indian Tribe has participated in consultation and have been invited to be Concurring Parties to this Agreement; and

WHEREAS, the Hopi Tribe, the Navajo Nation, and Southern Paiute Tribe of Utah have been invited to participate in consultation and have been invited to be Concurring Parties to this Agreement; and

WHEREAS, the Project includes lands administered by the School and Institutional Trust Lands Administration (SITLA), an agency in the State of Utah that has a responsibility to comply with Utah Code Ann. § 9-8-404 on lands owned or controlled by the SITLA within the APE. The SITLA intends to employ this Agreement to address the applicable requirements for actions resulting from this Agreement involving SITLA and BLM land. The SITLA, however, does not waive its independent state statutory jurisdiction to make final decisions concerning its lands, and is not bound in its leasing or other approval authority by actions taken, or determinations made, concerning Federal lands, and has therefore been consulted and invited to be a Signatory to this Agreement; and

WHEREAS, the State of Utah Governor's Office has participated in the consultation process through involvement of the Public Lands Policy Coordination Office (PLPCO) and has been invited to be a Concurring Party to this Agreement; and

WHEREAS, Carbon and Duchesne Counties have participated in consultation and have been invited to be Signatories to this Agreement; and

WHEREAS, the applicants (Operators) have participated in consultation and have been invited to be a Signatory to this Agreement; and

WHEREAS, the National Trust for Historic Preservation (NTHP), Nine Mile Canyon Coalition (NMCC), Utah Rock Art Research Association (URARA), Utah Professional Archaeological Council (UPAC), Colorado Plateau Archaeological Alliance (CPAA), Utah Statewide Archaeological Society (USAS), Barrier Canyon Style (BCS) Project, and Southern Utah Wilderness Alliance (SUWA) have participated in consultation and have been invited to be Concurring Parties to this Agreement; and

WHEREAS, unless defined differently in this Agreement all terms are used in accordance with 36 CFR Part 800.16; and

NOW, THEREFORE, the Consulting Parties agree that the Project shall be administered in accordance with the following stipulations:

STIPULATIONS

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

1. The BLM shall coordinate overall actions required under this Agreement as specified herein. The Operator(s) will fund all cultural resources fieldwork, analysis, monitoring, data recovery, reporting, curation, rock art conservation, and other mitigation required under this Agreement with the exception of the National Register of Historic Places nomination and development of the site stewardship program.
2. The BLM has identified Consulting Parties pursuant to 36 CFR 800.2 and will consult with them on fulfillment of stipulations associated with this Agreement including possible expansion of the APE if determined by the Authorized Officer that the Project is having adverse effects on Historic Properties beyond the current boundaries.
3. The BLM will continue to consult with the appropriate Indian Tribes regarding historic properties of religious and cultural significance, in accordance with the NHPA, the Native American Graves Protection and Repatriation Act (NAGPRA), Archaeological Resources Protection Act of 1979 (ARPA), American Indian Religious Freedom Act of 1978 (AIRFA), Executive Order 13007 Sacred Sites, and their implementing regulations. The BLM will provide copies of any reports/studies developed pursuant to this Agreement to those tribes that have expressed a desire for information as it is gathered for the Project.
4. The BLM will ensure that all work undertaken to satisfy the terms of this Agreement meets the Secretary of the Interior's Standards and Guidelines for Archeological and Historic Preservation (48 FR 44716-44742, September 23, 1983) (the Secretary's Standards) and takes into consideration the ACHP's Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites, May 1999, Section 106 Archaeology Guidance (at: <http://www.achp.gov/archguide/>), and Guidelines for Evaluating and Documenting Traditional Cultural Properties, *National Register Bulletin 38*, 1989, as incorporated by reference herein. The BLM will also ensure that the work is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualifications standards set forth in the Secretary's Standards. The terms of this Agreement will also be carried out in accordance with any existing BLM guidelines for cultural resources (prehistoric and historic).
5. Inventory Procedures and Protocols
 - A. Class I Cultural Resource Inventory

The BLM will ensure that the Operator(s) revise the Class I Inventory to include the entire APE. A Class I inventory 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.

B. Class II Cultural Resource Inventory

The Operator(s) will fund a Class II cultural resource inventory that will develop and test an archaeological site location model for the project APE. A Class II cultural resource inventory is a statistically based sample survey, designed to aid in characterizing the probable density, diversity, and distribution of cultural properties in an area. A Class II inventory is most useful for improving cultural resource information in large areas where previously conducted cultural resource surveys are insufficient and information is lacking and is well suited to address a number of issues relating to mobility and land use aspects of the Tavaputs Plateau region. A committee, recommended by the Concurring Parties and approved by the BLM will determine what areas will be surveyed not to exceed 3,700 acres (approximately 2.5 percent of the project APE). The Class II survey will be completed by a BLM-permitted archaeologist who will work with the BLM to develop the sample design appropriate to the selected survey area. Development of the site location model will begin within 3 months of Project initiation with a goal of completing the model within 18 months. Inventory and analysis is expected to be completed in approximately 5 years with updates at the annual meeting. Summary reports will be distributed to all Concurring Parties and Signatories.

C. Class III Cultural Resource Inventory

The Operator(s) will complete a Class III Cultural Resource Inventory in areas within the APE that are subject to potential surface disturbance and have not been previously inventoried, or areas on Federal lands where the BLM, in consultation with the SHPO determine that the results of previous inventories are inconclusive or inadequate. When possible, the same cultural resource inventory methods shall apply to private and State lands. The BLM will ensure implementation of the Preconstruction Cultural Resource Identification Plan, which outlines the procedures for inventory, identification, evaluation, management, monitoring, and mitigation (if necessary) of cultural resources within the WTP Project Area and is included in Attachment E.

D. National Register of Historic Places Nomination

The BLM has prepared cover documentation in support of a Multiple Property Submission (MPS) for Nine Mile Canyon, including historic, rock art, and West Tavaputs Adaptation contexts. Using these MPS contexts, the BLM shall prepare and annually submit 100 recorded individual sites on BLM lands to be nominated as districts or sites over the next 5 years or until all previously recorded eligible sites are listed.

6. Measures to Avoid, Minimize, and Mitigate Adverse Effects on Historic Properties

A. Cultural Resources Monitoring Plan

Beginning immediately after signing this Agreement, the Operator(s) will fund and the BLM will ensure implementation of the Cultural Resources Monitoring Plan, in Attachment F. The objectives of the Cultural Resource Monitoring Plan are to determine baseline information about a sample of sites, monitor those sites over time, and collect samples of dust from sites to determine if dust is being deposited on them. Reports detailing the outcomes of these activities will be produced per the schedules outlined in Attachment F. If the BLM determines that dust is continuing to accumulate, the BLM will mitigate impacts

as specified below in stipulation 7 and 8.

B. Conservation Treatments and Continuing Research

In 2005, the BLM took action to initiate a scientific study to assess the effects of dust from industrial traffic on rock art in Nine Mile Canyon (Silver 2008). Within the Dust Study, a program is outlined for continuing research on dust and its effects on rock art in Nine Mile Canyon and for remedial conservation treatments. In accordance with the recommendations of this study, the BLM will implement the following measures:

- i. Conservation Treatments: The presence of dust on rock art panels has been determined to be an adverse effect (Attachment C). Therefore, systems for removing dust from panels that have been affected by past oil and gas development will be developed and tested by a rock art conservator selected by the BLM. The BLM will develop a scope of work and ensure its implementation. The BLM will begin the contracting process with the goal of selecting a rock art conservator within 9 months of Project authorization. A committee consisting of the Operator(s) and three representative Concurring Parties or Signatories will recommend sites for conservation treatment to the BLM.
- ii. Continuing Research: Within 6 months of Project authorization the Operator(s) will fund and the BLM will select a consultant to initiate a study researching the potential impacts of dust on rock art in Nine Mile Canyon. While a more detailed research design will be developed by the consultant, at a minimum, the study will investigate what constituents are present in various dust samples taken from rock art panels, and whether the dust is causing physical degradation of the rock art.

7. If monitoring data or research reports discussed in Stipulation 6 shows that project related human activity and/or dust generated by project-related traffic has documented adverse impacts to historic properties, the BLM, as the party responsible for protecting cultural resources on Federal lands within the APE, shall:

- A. Make recommendations to the County and Operator(s) that they immediately increase dust suppression efforts.

If no improvement is shown within 15 days the BLM shall:

- B. Require additional conservation treatments;
- C. Require additional project-related traffic reduction measures; and/or
- D. Stop or limit approvals of new APDs and deny or limit new ROW applications.

8. Nine Mile Canyon Road Committee and Dust Suppression Plan

A. Dust Suppression Plan

The BLM will ensure that on-going dust suppression efforts will continue on those segments of road discussed within the Dust Suppression Plan (see Attachment G) in, using 1) dust suppressant materials that were evaluated during previous tests within Nine Mile Canyon; or 2) materials that are tested and found to be effective and environmentally safe in the future. After project initiation, the BLM will ensure that dust suppression efforts are expanded to include portions of Nine Mile and Gate Canyon

Roads within the APE. Dust will be considered controlled when 1) no dust is generated above the cab of the vehicle; 2) there are no hanging dust plumes; or 3) until a less subjective but equally effective method of evaluating the effectiveness of suppressant materials is approved by the Nine Mile Canyon Road Committee. Within portions of the APE west of Sheep Canyon, if the Operator(s) can demonstrate that there are no eligible rock art sites, through Class III inventory, located within 500 horizontal or vertical feet of the road, a less stringent standard could be applied. The BLM Authorized Officer will approve this standard. The BLM will ensure compliance with dust standards as discussed in Stipulation 7.

B. Use of Magnesium Chloride

The Operator(s), as well Carbon and Duchesne Counties, have agreed to discontinue the use of magnesium chloride as a form of dust suppression within canyon bottoms in the APE unless scientific research demonstrates there are no negative effects on rock art.

C. Role of the Nine Mile Canyon Road Committee

The Nine Mile Canyon Road Committee, which was created and is chaired by Carbon County, will continue to make recommendations to the Duchesne and Carbon County commissions regarding steps that should be taken to maintain and improve the Nine Mile Canyon Road. Meetings will be held every 3 months in accordance with the Committee's charter. Other participating entities include Duchesne County, representatives of the State of Utah, the BLM, Operator(s), and historic preservation organizations (i.e., Nine Mile Canyon Coalition).

Within 3 months of signing this Agreement, the Nine Mile Canyon Road Committee will commission a study to evaluate various dust collection devices and procedures with the objective of identifying a dust monitoring method that will be quantitative, cost effective, and easy to operate. Implementation of the new dust monitoring program will occur prior to project initiation.

Once this evaluation is completed the results will be distributed - by the contractor to all members of the Nine Mile Canyon Road Committee. If the committee agrees that - one or more of the dust monitoring methods should be adopted for future use, a recommendation will be submitted to the respective County Commissions. If the County Commissions are agreeable to the changes in dust monitoring, the Nine Mile Canyon Dust Suppression plan will be modified by the Road Committee. All Signatories and Concurring Parties to this agreement will be notified of any such changes by the BLM within 30 days.

9. In an effort to reduce the volume of industrial traffic, as well as mitigate visual and auditory impacts, the BLM will require the Operator(s) to implement all applicant committed environmental protection measures, Best Management Practices (BMP), and mitigating measures, which will be incorporated into the Record of Decision (ROD) for the West Tavaputs Plateau Natural Gas Full-Field Development Plan Environmental Impact Statement (WTP EIS).

10. Hopi Ethnographic Study

The Hopi tribe has expressed concerns regarding traditional use of the West Tavaputs Plateau. To address these concerns, the BLM is completing an ethnographic study addressing Hopi use of the West Tavaputs region. The BLM will provide this confidential information only to the Hopi Tribe.

11. Site Interpretation and Stewardship

A. Site Interpretation

The Operator(s) will fund and the BLM will ensure development of visitor interpretation/enhancement sites (e.g., parking, walking paths, signage, and/or informational kiosks), some of which may be located on Operator owned land, to inform and educate visitors of the unique archaeological resources in the Nine Mile Canyon area. These improvements will be consistent with those identified in the BLM *Special Recreation and Cultural Management Plan: Nine Mile Canyon Special Recreation and Cultural Management Area* (BLM 1995). The priority sites include:

- First Site;
- Owl Panel;
- Cottonwood Complex (i.e., Cottonwood Village, Great Hunt Panel, Big Buffalo)
- Rasmussen Cave;
- Daddy Canyon;
- Freight and Military Road Remnant (Gate Canyon historic road).

The BLM will obtain easements from willing private land owners for development of an additional two to four interpretive sites including the Long Neck Sheep and Balanced Rock sites. BLM will begin the process of obtaining these easements within 1 year of signing this Agreement. The ability of the BLM to obtain these easements will depend on available funding as well as the reasonable valuation of land purchase or exchange.

Prior to development of sites, the BLM will revise the SRCMA plan (as required by the Approved RMP) and develop an interpretive plan for Nine Mile Canyon. The BLM will also be responsible for timely completion of all required surveys (wildlife and cultural), technical site planning, and environmental analysis for the interpretation projects. Administration of site development will be completed by the BLM with input from interested parties including but not limited to Concurring Parties with cultural resource expertise. Following completion of the interpretive plan (within 24 months of signing this Agreement), at a minimum, two sites will be developed annually until 9 to 11 sites have been interpreted.

B. Site Stewardship

Upon signing of this Agreement, the BLM Price Field Office will develop a site stewardship program and cooperate with groups (e.g., Utah Division of State History, College of Eastern Utah Prehistoric Museum, USAS, NMCC, UPAC, and URARA) to preserve and protect historic properties in the West Tavaputs region. The development and implementation of this program is dependent upon available funding and staffing. The BLM Price Field Office will set an initial meeting to discuss the

development of the site stewardship program within 60 days of the signing of this Agreement, and shall invite all Signatories, Concurring Parties, and other interested groups to attend the meeting.

12. Collections

The BLM shall ensure that all collections and associated records resulting from identification and data recovery efforts are curated in accordance with 36 CFR 79, with the exception of those collections to be returned to their owners (at Private land owner's request). Collections that may be repatriated in accordance with the provisions of the NAGPRA and applicable state laws (i.e., Utah 9-9-401 to 406) (i.e., human remains, associated and unassociated funerary objects, sacred objects, and objects of cultural patrimony) will be curated in accordance with 36 CFR 79 until they have been repatriated. All costs of curation, which typically includes proper documentation, transfer of materials, and long-term storage of artifacts, photographs, site forms, and reports at a local repository, will be borne by the Operator(s). All collections resulting from investigations on any involved state lands in Utah shall be curated in accordance with Utah Code Annotated 53B-17-601 to 603.

13. Personnel Training

All personnel (including contractors; new, added, or replaced personnel; etc.) involved in construction, operation, and maintenance of this Project will be instructed (to a degree appropriate to their involvement in the Project) by the Operator(s) CRC, with BLM oversight, on site avoidance and protection measures, including information on the statutes protecting cultural resources as part of its Environmental Training Program prior to being authorized to work in the Project Area. At a minimum, all employees shall receive written information sheet(s) that discuss the importance of cultural resources and archaeological laws including penalties for violation. Personnel who routinely work in the canyon will be required to receive additional cultural resource awareness training. Operator shall maintain records demonstrating that the above described personnel training has been carried out. Signatories and Concurring Parties of this Agreement may participate in development of this training program.

14. Annual Programmatic Agreement Meeting

During the development phase, the Signatories and Concurring Parties will meet annually in October to discuss the fulfillment of the stipulations contained within this Agreement. If determined necessary by the majority of the Signatories, these meetings will continue during the production and abandonment phases.

15. Post-Review Discoveries

If potential historic properties are discovered or unanticipated effects on historic properties found, the BLM shall implement the discovery plan included as Attachment E of this Agreement.

16. Dispute Resolution

Should any Concurring Party or Signatory object, in writing, at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the

BLM shall consult with the objecting party to resolve the concern within 45 days. If the BLM determines that the concern cannot be resolved, the BLM shall:

- A. Forward all documentation relevant to the dispute, including the BLM's proposed resolution, to the ACHP. The ACHP shall provide the BLM with its advice on the resolution of the concern within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BLM shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and Concurring Parties; and provide them with a copy of this written response. The BLM will then proceed according to its final decision.
 - B. If the ACHP does not provide its advice regarding the dispute within the 30 days time period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Concurring Parties to this Agreement, and provide them and the ACHP with a copy of such written response.
 - C. The BLM's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute will remain unchanged.
17. Protection of Confidential Information

The BLM shall ensure that all confidential information, as defined in Section 9 of the ARPA, Section 304 of the NHPA, and Section 63-2-304(26) of the Government Records Access Management Act (GRAMA) is managed in such a way that historic properties, archaeological resources, traditional cultural values, and sacred objects are not compromised, to the fullest extent available under law.

Each Signatory and Concurring Party to this Agreement shall safeguard information about the nature and location of archaeological, historic, and traditional cultural properties, pursuant to Section 304 of the NHPA, Section 9 of the ARPA, and Section 63-2-304(26) of the GRAMA.

18. Amendments

Any Signatory or Concurring Party to this Agreement may request that it be amended, whereupon the Signatories will consult to consider such amendment. An amendment will go into effect upon written agreement by all Signatories.

19. Termination

Any Signatory to this Agreement may terminate it by providing 30 calendar days notice, in writing, to the other Signatories, provided that the Signatories will consult during the period prior to termination to seek agreement on amendments or other actions that will avoid termination. In the event of a termination, the BLM, Operator(s) and other Signatories will comply with 36 CFR Part 800.3 through 800.7 with regard to individual actions covered by this Agreement. Any Concurring Party to this agreement may withdraw their concurrence and participation at any time by written notice, but such withdrawal will not terminate this Agreement or affect it in any way.

20. Term

This Agreement shall be effective when all Signatories have signed it and will automatically terminate on the tenth anniversary thereof, unless each of the Signatories agrees to extend the term hereof through an amendment per Stipulation 18. All Signatories and Concurring Parties will meet prior to the termination date to discuss extending the term.

Execution of this Agreement by the Signatories and implementation of its terms evidence that the BLM has taken into account the effects of this Project on Historic Properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

Bureau of Land Management, Utah

By: _____ Date:

*Selma Sierra
State Director*

Utah State Historic Preservation Officer

By: _____ Date:

*Wilson Martin
State Historic Preservation Officer*

Advisory Council on Historic Preservation

By: _____ Date:

*John M. Fowler
Executive Director*

Bill Barrett Corporation

By: _____ Date:

*Duane Zavidil
Senior Vice-President, Government and Regulatory Affairs*

School and Institutional Trust Lands Administration

By: _____ Date:

*Kevin S. Carter
Director*

Carbon County

By: _____ Date:

*John Jones
Carbon County Commission Chairman*

Duchesne County

By: _____ Date:

Kent R. Peatross
County Commission Chairman

CONCURRING PARTIES

Ute Indian Tribe

By: _____ Date:

Title:

Hopi Tribe

By: _____ Date:

Title:

Navajo Nation

By: _____ Date:

Title:

Southern Paiute Tribe of Utah

By: _____ Date:

Title:

Public Lands Policy Coordination Office

By: _____ Date:

*John Harja
Director*

Nine Mile Canyon Coalition

By: _____ Date:

*Pamela W. Miller
President, Nine Mile Canyon Coalition*

National Trust for Historic Preservation

By: _____ Date:

*Barbara H. Pahl
Mountains/Plains Office Director*

Barrier Canyon Style Project

By: _____ Date:

David Sucec
Director

Utah Rock Art Research Association

By: _____ Date:

Stephen Robinson
President

Colorado Plateau Archaeological Alliance

By: _____ Date:

Jerry Spangler
Executive Director

Utah Professional Archaeological Council

By: _____ Date:

Andy Yentch
Vice-President of Membership and Ethics

Southern Utah Wilderness Alliance

By: _____ Date:

Stephen Bloch
Conservation Director

Utah Statewide Archaeological Society

By: _____ Date:

Margene Hackney
Utah Statewide Archaeological Society President

Definitions

Abandonment Phase- The phase that includes the plugging of a well after it has reached the end of its productive life. During the abandonment phase, the drill pad and roads will be recontoured to the approximate original contour and seeded with an appropriate seed mixture. The abandonment phase will be considered complete after the location and road have been successfully revegetated.

Area of Potential Effect (APE)- The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking (36 CFR 800.16 (d)).

Authorized Officer- The Authorized Officer for this project is the Price Field Office Manager and his or her delegated representative.

Class I Inventory/Existing Information Inventory- A class I inventory is most useful for gaining a comprehensive view of all the known archaeological, historic, cultural and traditional places within a large area, such as the area to be covered by a land-use plan or an EIS. A class I inventory 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 also defines regional research questions and treatment options. Existing cultural resource data are obtained from published and unpublished documents, BLM cultural resource inventory records, institutional site files, State and national registers, interviews, and other information sources. Class I inventories, which should have prehistoric, historic, and ethnological elements, are in large part chronicles of past land uses, and as such they should be relevant to current land use decisions. General information about sacred sites and other places of traditional cultural or religious importance to Native Americans or other cultural groups (including "traditional cultural properties" as discussed in National Register Bulletin No. 38) should as much as possible be included in the inventory. Class I inventories are periodically updated, in both the compilation and the synthesis, to incorporate new data from class II and class III inventories, histories, oral testimony, and other sources. They can be used to develop regional research designs for resource evaluation. Maintaining current class I inventories in Geographic Information System (GIS) compatible format is of critical importance for making cultural resources information readily available for research, planning, management and compliance activities (BLM Manual 8110).

Class II Inventory/Probabilistic Field Survey- A class II survey is most useful for improving cultural resource information in a large area, such as for planning or EIS purposes, where insufficient systematic identification work has been done in the past. A class II probabilistic field survey is a statistically based sample survey, designed to aid in characterizing the probable density, diversity, and distribution of cultural properties in an area, to develop and test predictive models, and to answer certain

kinds of research questions. Within individual sample units, survey aims, methods, and intensity are the same as those applied in class III survey. Class II survey may be conducted in several phases, using different sample designs, to improve statistical reliability (BLM Manual 8110).

Class III Inventory/Intensive Field Survey- Intensive survey is most useful when it is necessary to know precisely what historic properties exist in a given area or when information sufficient for later evaluation and treatment decisions is needed on individual historic properties. Intensive survey describes the distribution of properties in an area; determines the number, location and condition of properties; determines the types of properties actually present within the area; permits classification of individual properties; and records the physical extent of specific properties (BLM Manual 8110).

Concurring Party- A party who signs this Agreement, but is not legally or financially responsible for completion of stipulations. Concurring Parties may volunteer to assist with implementation of stipulations; however, cannot terminate the Agreement.

Consulting Party- Any party that has participated in the development of this agreement.

Cultural Resource Consultant (CRC)- Cultural resource inventory, evaluation and treatment may be planned, supervised and implemented only by a qualified and BLM permitted professional cultural resource consultant (archaeologists, historians, ethnographers, architects, or anthropologists) as appropriate for the type of work being performed. They are responsible for preparing or technically reviewing reports, records, and professional literature.

Cultural Resource Monitoring Plan (CRMP)- A plan that monitors human-caused changes to cultural resource site conditions over the life of the Project. This plan allows the BLM to identify, evaluate, document, and monitor direct, indirect, and cumulative impacts to cultural resources.

Development Phase- The development phase consists of the construction of infrastructure, such as roads, drill pads, pipelines, and the drilling and completion of wells preparing them for the production of oil and gas.

Dust- A fine powdery material that contains minute solid particles with diameters less than 500 micrometers that can be blown about in the air. Dust can arise from various sources including dry earth and pollution.

Production Phase- During the production phase, well fluids and gases are brought to the surface and separated, stored, gauged, and otherwise prepared delivery to market via pipeline or truck. The production phase also includes the use of workover rigs to repair the well mechanical components and do other maintenance activities to the well to keep oil and gas production flowing.

Project Authorization- For this Agreement, project authorization is after the BLM completes the Final Environmental Impact Statement (EIS) for the West Tavaputs Plateau Natural Gas Full Field Development Plan and issues a Record of Decision (ROD).

Project Initiation- For this Agreement, project initiation is when the BLM approves an Application for Permit to Drill (APD).

Signatory- For this Agreement, the BLM, SHPO, ACHP, Bill Barrett Corporation, School and Institutional Trust Lands Administration, Carbon County, and Duchesne County.

Attachment A

Project Description

Attachment B

APE Letter and Map

Attachment C

Adverse Effect Determination Letter

Attachment D

Tribal Consultation Summary

Attachment E

Preconstruction Cultural Resource Identification Plan

Attachment F

Cultural Resources Monitoring Plan

Attachment G

Dust Suppression Plan