

**PROGRAMMATIC AGREEMENT
AMONG
THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF OCEAN ENERGY
MANAGEMENT; NORTH CAROLINA STATE HISTORIC PRESERVATION
OFFICER; AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
REVIEW OF OUTER CONTINENTAL SHELF RENEWABLE ENERGY ACTIVITIES
UNDER SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT**

WHEREAS, the Outer Continental Shelf Lands Act grants the Secretary of the Interior the authority to issue leases, easements, or rights-of-way on the Outer Continental Shelf (OCS) for the purpose of renewable energy development, including wind energy development (43 U.S.C. §1337(p)(1)(C)), and to promulgate regulations to carry out this authority (43 U.S.C. §1337(p)(8)); and,

WHEREAS, the Secretary delegated this authority to the former Minerals Management Service, now the Bureau of Ocean Energy Management (BOEM), and promulgated final regulations implementing this authority at 30 CFR §585; and,

WHEREAS, under the renewable energy regulations, the issuance of leases and subsequent approval of wind energy development on the OCS is a staged decision-making process that occurs in distinct phases; and,

WHEREAS, BOEM may issue commercial leases, limited leases, research leases, Interim Policy leases, Right-of-way (ROW) grants, or Right-of-use and easement (RUE) grants on the OCS; and,

WHEREAS, *Outer Continental Shelf* (OCS) means all submerged lands lying seaward and outside of the area of lands beneath navigable waters, as defined in Section 2 of the Submerged Lands Act (43 U.S.C. §1301), whose subsoil and seabed appertain to the United States and are subject to its jurisdiction and control (*see* 30 CFR §585.112); and,

WHEREAS, *Commercial lease* means a lease, issued under the renewable energy regulations, that specifies the terms and conditions under which a person can conduct commercial activities (*see* 30 CFR §585.112); and,

WHEREAS, *Commercial activities* mean, for renewable energy leases and grants, all activities associated with the generation, storage, or transmission of electricity or other energy products from a renewable energy project on the OCS, and for which such electricity or other energy product is intended for distribution, sale, or other commercial use, except for electricity or other energy products distributed or sold pursuant to technology-testing activities on a limited lease. This term also includes activities associated with all stages of development, including initial site characterization and assessment, facility construction, and project decommissioning (*see* 30 CFR §585.112); and,

WHEREAS, *Limited lease* means a lease, issued under the renewable energy regulations, that specifies the terms and conditions under which a person may conduct activities on the OCS that support the production of energy, but do not result in the production of electricity or other energy products for sale, distribution, or other commercial use exceeding a limit specified in the lease (*see* 30 CFR §585.112); and,

WHEREAS, *Research lease* means an OCS lease, ROW grant, and/or RUE grant, issued under the renewable energy regulations at 30 CFR § 585.238, to a Federal agency or a state for renewable energy research activities that support the future production, transportation, or transmission of renewable energy (*see* 30 CFR § 585.112); and,

WHEREAS, *Interim Policy lease* means a lease issued under the Interim Policy announced in November 2007, which allows for limited leasing for resource data collection and technology testing activities. The Interim Policy leases have a five-year term and provide no subsequent commercial rights (*see* 72 FR 62673); and,

WHEREAS, *ROW grant* means an authorization, issued under the renewable energy regulations to use a portion of the OCS for the construction and use of a cable or pipeline for the purpose of gathering, transmitting, distributing, or otherwise transporting electricity or other energy product generated or produced from renewable energy. A ROW grant authorizes the holder to install on the OCS cables, pipelines, and associated facilities that involve the transportation or transmission of electricity or other energy products from renewable energy projects (*see* 30 CFR § 585.112); and,

WHEREAS, *RUE grant* means an easement, issued under the renewable energy regulations, that authorizes use of a designated portion of the OCS to support activities on a lease or other use authorization for renewable energy activities. A RUE grant authorizes the holder to construct and maintain facilities or other installations on the OCS that support the production, transportation, or transmission of electricity or other energy products from any renewable energy resource (*see* 30 CFR § 585.112); and,

WHEREAS, *qualified marine archaeologist* means a person who meets the Secretary of the Interior's Professional Qualification Standards for Archaeology (48 FR 44738-44739), and has experience analyzing marine geophysical data; and,

WHEREAS, *qualified architectural historian* means a person who meets the Secretary of the Interior's Professional Qualification Standards for Architectural History (48 FR 44738-44739); and,

WHEREAS, any human skeletal remains discovered in state waters or on non-federal state lands during the course of archaeological investigations will be treated in accordance with the stipulations of North Carolina General Statute (G.S.) 70, Article 3; and,

WHEREAS, a permit from the North Carolina Office of State Archaeology is required prior to the initiation of any archaeological investigation within state waters (*see* North Carolina G.S. 121-23 through 121-25; 07 North Carolina Administrative Code (NCAC) 04.1002 et seq.) or on state-owned land (*see* G.S. 70-10 through 70-20; 07 NCAC 04R.0701 et seq.); and,

WHEREAS, under BOEM's renewable energy regulations, BOEM may review and approve, approve with modifications, or disapprove Site Assessment Plans (SAPs), Construction and Operations Plans (COPs), and General Activities Plans (GAPs), collectively "Plans" (*see* 30 CFR §585.613(e), 585.628(f), and 585.648(e)); and,

WHEREAS, Commercial leases, Limited leases, ROW grants, and RUE grants do not authorize the lessee or grantee to construct any facilities; rather, the lease or grant authorizes the lessee or grantee the right to use the leased area to develop Plans, which must be submitted to and approved by BOEM before the lessee or grantee implements its Plans (*see* 30 CFR §585.600 and 585.601); and,

WHEREAS, under the Interim Policy, BOEM may review and object to project Plans; and,

WHEREAS, BOEM determined that issuing leases and grants and approving Plans constitute undertakings subject to Section 106 of the National Historic Preservation Act (NHPA; 16 U.S.C. §470(f)), and its implementing regulations (36 CFR §800); and,

WHEREAS, the issuance of a commercial lease, limited lease, ROW grant, or RUE grant has the potential to affect historic properties insofar as it may lead to the lessee or grantee conducting geotechnical testing; and,

WHEREAS, *historic property* means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (*see* 36 CFR §800.16(l)(1)); and,

WHEREAS, the issuance of a research lease or Interim Policy lease or approval of a Plan has the potential to affect historic properties insofar as it may lead to the lessee conducting geotechnical testing; constructing and operating site assessment facilities and renewable energy structures; and, placing and operating transmission cables, pipelines, and/or associated facilities that involve the transportation or transmission of electricity or other energy products from renewable energy projects; and,

WHEREAS, BOEM may issue multiple renewable energy leases and grants and approve multiple Plans associated with each lease or grant issued on the OCS; and,

WHEREAS, BOEM determined that the implementation of the Offshore Renewable Energy Program is complex, as the decisions on these undertakings are phased, pursuant to 36 CFR §800.14(b); and,

WHEREAS, 36 CFR §800.4(b)(2) provides for deferral of final identification and evaluation of historic properties when provided for in a Programmatic Agreement (Agreement) executed pursuant to 36 CFR §800.14(b); and,

WHEREAS, BOEM determined that the identification and evaluation of historic properties shall be conducted through a phased approach, pursuant to 36 CFR §800.4(b)(2), where the final identification of historic properties may occur after the issuance of a lease or grant and before the

approval of a Plan because lessees conduct site characterization surveys in preparation for Plan submittal (*see* 30 CFR 585); and,

WHEREAS, the deferral of final identification and evaluation of historic properties could result in the discovery of previously unknown historic properties that could significantly impact project planning, siting, and timelines; and,

WHEREAS, 36 CFR §800.14(b)(3) provides for developing programmatic agreements for complex or multiple undertakings and §800.14(b)(1) provides for using such agreements when effects on historic properties cannot be fully determined prior to approval of an undertaking (*see* §800.14(b)(1)(ii)), and for other circumstances warranting a departure from the normal Section 106 process (*see* §800.14(b)(1)(v)); and,

WHEREAS, BOEM, the North Carolina State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) are signatories to this Agreement, pursuant to 36 CFR §800.14; and,

WHEREAS, the Section 106 consultations described in this Agreement will be used to establish a process to identify historic properties located within the undertakings' Area(s) of Potential Effects (APE), to assess the potential effects, and to avoid, reduce, or resolve any adverse effects; and,

WHEREAS, BOEM shall make a reasonable and good faith effort to identify any Indian tribes that might attach religious and cultural significance to historic properties in the APE and invite them to be consulting parties; and,

WHEREAS, BOEM involves the public and identifies other consulting parties through notifications, requests for comments, existing renewable energy task forces, contact with the SHPO, and communications for these proposed actions;

NOW, THEREFORE, the signatories agree that Section 106 review shall be conducted in accordance with the following stipulations.

STIPULATIONS

- I. For the undertakings of issuing a commercial lease, limited lease, ROW grant, or RUE grant, the signatories agree:
 - A. The APE will be defined as the depth and breadth of the seabed that could potentially be impacted by geotechnical testing.
 - B. A reasonable and good faith effort to carry out appropriate identification of historic properties within the APE is presented in BOEM's *Guidelines for Providing Geological and Geophysical, Hazards, and Archaeological Information Pursuant to 30 CFR Part 585 (Guidelines; see 36 CFR § 800.4(b)(1))*. Should BOEM wish to alter any archaeological survey-related information included in the *Guidelines*, BOEM will first consult with the signatories.

- C. Prior to lease or grant issuance under this part, BOEM will identify consulting parties, pursuant to 36 CFR 800.3(f). BOEM will consult on existing, non-proprietary information regarding the proposed undertaking and the geographic extent of the APE, as defined in Stipulation I.A. BOEM will also solicit additional information on potential historic properties within the APE from consulting parties and the public.
 - D. BOEM will treat all identified potential historic properties as eligible for inclusion in the National Register unless BOEM determines, and the SHPO agrees, that a property is ineligible, pursuant to 36 CFR §800.4(c).
 - E. Where practicable, BOEM will require lessees and grantees to avoid effects to historic properties through lease stipulations, resulting in BOEM recording a finding of No historic properties affected, consistent with 36 CFR § 800.4(d)(1). If effects to historic properties cannot be avoided, BOEM will make a finding of Historic properties affected and follow 36 CFR §800.4(d)(2). Any adverse effects will be resolved by following 36 CFR §800.6.
- II. For the undertakings of approving a Plan, except as described under Stipulation IV below, the signatories agree:
- A. The APE will be defined as the depth and breadth of the seabed that could potentially be impacted by seafloor/bottom-disturbing activities associated with the undertakings; the onshore viewshed from which renewable energy structures would be visible; and, if applicable, the depth, breadth, and viewshed of onshore locations where transmission cables or pipelines come ashore until they connect to existing power grid structures.
 - B. The following constitute a reasonable and good faith effort to carry out appropriate identification of historic properties (*see* 36 CFR § 800.4(b)(1)):
 - 1. For the identification of historic properties within the seabed portion of the APE located on the OCS, historic property identification survey results generated in accordance with BOEM's *Guidelines*.
 - 2. For the identification of non-architectural historic properties within the seabed portion of the APE located in state submerged lands or within the onshore terrestrial portion of the APE, historic property identification conducted in accordance with the Office of State Archaeology (OSA) *Guidelines for Preparation of Archaeological Survey Reports in North Carolina*. BOEM will request the developer to coordinate with the SHPO prior to the initiation of any such identification efforts.
 - 3. For the identification of architectural historic properties within the APE, historic property identification conducted by a Qualified Architectural Historian in accordance with the standards laid forth in the North Carolina SHPO's *Architectural Survey Manual, Survey Database Data Entry*

Manual, and Digital Photography for Historic Property Surveys and National Register Nominations.

- C. Prior to approving a Plan, BOEM will identify consulting parties, pursuant to 36 CFR 800.3(f). BOEM will consult on existing, non-proprietary information regarding the proposed undertaking and the geographic extent of the APE, as defined in Stipulation II.A. BOEM will also solicit from the consulting parties and the public additional information on potential historic properties within the APE.
 - D. BOEM will review the results of the identification efforts and determine which remote sensing targets and/or anomalies are potential historic properties and which are not. BOEM will treat all identified potential historic properties as eligible for inclusion in the National Register unless BOEM determines, and the SHPO agrees, that a property is ineligible, pursuant to 36 CFR § 800.4(c).
 - E. Where practicable, as a condition of Plan approval, BOEM will require the lessee to relocate elements of the proposed project that may affect potential historic properties, resulting in BOEM recording a finding of *no historic properties affected*, consistent with 36 CFR § 800.4(d)(1).
 - 1. If effects to identified properties cannot be avoided, BOEM will evaluate the National Register eligibility of the properties, in accordance with 36 CFR § 800.4(c).
 - a. If BOEM determines all of the properties affected are ineligible for inclusion in the National Register, and the SHPO agrees, BOEM will make a finding of *no historic properties affected*, consistent with 36 CFR § 800.4(d)(1).
 - b. If BOEM determines any of the properties affected are eligible for inclusion in the National Register, and the SHPO agrees, BOEM will make a finding of *historic properties affected*, consistent with 36 CFR § 800.4(d)(2), and BOEM will make an assessment of adverse effects, consistent with 36 CFR § 800.5. Any adverse effects will be resolved by following 36 CFR § 800.6.
 - c. If the SHPO disagrees with BOEM's determination regarding whether an affected property is eligible for inclusion in the National Register, or if the Council or the Secretary so request, the agency official shall obtain a determination of eligibility from the Secretary pursuant to 36 CFR part 63 (36 CFR § 800.4(c)(2)).
- III. For the undertakings of issuing a Research lease or Interim Policy lease, except as described under Stipulation IV below, the signatories agree that:
- A. The APE will be defined as the depth and breadth of the seabed that could potentially be impacted by seafloor/bottom-disturbing activities associated with

the undertakings; the onshore viewshed from which renewable energy structures would be visible; and, if applicable, the depth, breadth, and viewshed of onshore locations where transmission cables or pipelines come ashore until they connect to existing power grid structures.

- B. The following constitute a reasonable and good faith effort to carry out appropriate identification of historic properties (*see* 36 CFR § 800.4(b)(1)):
1. For the identification of historic properties within the seabed portion of the APE located on the OCS, historic property identification survey results generated in accordance with BOEM's *Guidelines*.
 2. For the identification of non-architectural historic properties within the seabed portion of the APE located in state submerged lands or within the onshore terrestrial portion of the APE, historic property identification conducted in accordance with the Office of State Archaeology (OSA) *Guidelines for Preparation of Archaeological Survey Reports in North Carolina*. BOEM will request the developer to coordinate with the SHPO prior to the initiation of any such identification efforts.
 3. For the identification of architectural historic properties within the APE, historic property identification conducted by a Qualified Architectural Historian in accordance with the standards laid forth in North Carolina SHPO's *Architectural Survey Manual*, *Survey Database Data Entry Manual*, and *Digital Photography for Historic Property Surveys and National Register Nominations*.
- C. Prior to issuing a research lease or Interim Policy lease under this part, BOEM will identify consulting parties, pursuant to 36 CFR 800.3(f). BOEM will consult on existing, non-proprietary information regarding the proposed undertaking and the geographic extent of the APE, as defined in Stipulation III.A. BOEM also will solicit from the consulting parties and the public additional information on potential historic properties within the APE.
- D. BOEM will review the results of the identification efforts and determine which remote sensing targets and/or anomalies are potential historic properties and which are not. BOEM will treat all identified properties as eligible for inclusion in the National Register unless BOEM determines, and the SHPO agrees, that a property is ineligible, pursuant to 36 CFR § 800.4(c).
- E. Where practicable, BOEM will require lessees and grantees to avoid effects to historic properties through lease stipulations, resulting in BOEM recording a finding of No historic properties affected, consistent with 36 CFR § 800.4(d)(1). If effects to historic properties cannot be avoided, BOEM will make a finding of Historic properties affected and follow 36 CFR §800.4(d)(2). Any adverse effects will be resolved by following 36 CFR §800.6.

- IV. Activities exempt from review. The signatories agree to exempt from Section 106 review the following categories of activities because they have little or no potential to affect an historic property's National Register qualifying characteristics:
- A. Archaeological Sampling: Vibracores or other direct samples collected, by or under the supervision of a Qualified Marine Archaeologist, for the purposes—at least in part—of historic property identification or National Register eligibility testing and evaluation.
 - B. Meteorological Towers and/or Buoys: Proposed construction, installation, and operation of meteorological towers and/or buoys when the results of geophysical data collected meet the standards established in BOEM's *Guidelines* and either: 1) resulted in the identification of no archaeological site within the seabed portion of the APE for the tower and/or buoy, or 2) if the project can be relocated so that the APE does not contain an archaeological site, if any such sites are identified during geophysical survey. The signatories agree that offshore meteorological towers and/or buoys have no effect on onshore historic properties since they are temporary in nature and indistinguishable from lighted vessel traffic.
- V. Tribal Consultation. BOEM shall continue to consult with affected Tribes throughout the implementation of this Agreement in a government-to-government manner consistent with Executive Order 13175, Presidential memoranda, and any Department of the Interior policies, on subjects related to the undertakings.
- VI. Public Participation
- A. Because BOEM and the signatories recognize the importance of public participation in the Section 106 process, BOEM shall continue to provide opportunities for public participation in Section 106-related activities, and shall consult with the signatories on possible approaches for keeping the public involved and informed throughout the term of this Agreement.
 - B. BOEM shall keep the public informed and may produce reports on historic properties and on the Section 106 process that may be made available to the public at BOEM's headquarters, on the BOEM website, and through other reasonable means insofar as the information shared conforms to the confidentiality clause of this Agreement.
- VII. Confidentiality. Because BOEM and the signatories agree that it is important to withhold from disclosure sensitive information such as that which is protected by NHPA Section 304 (16 U.S.C. § 470w-3) and North Carolina G.S 70-18 (e.g., the location, character, and ownership of an historic resource, if disclosure would cause a significant invasion of privacy, risk harm to the historic resources, or impede the use of a traditional religious site by practitioners), BOEM shall:
- A. Request that each signatory inform the other signatories if, by law or policy, it is unable to withhold sensitive data from public release.

- B. Arrange for the signatories to consult as needed on how to protect such information collected or generated under this Agreement.
- C. Follow, as appropriate, 36 CFR § 800.11(c) for authorization to withhold information pursuant to NHPA Section 304, and otherwise withhold sensitive information to the extent allowable by laws including the Freedom of Information Act, 5 U.S.C. § 552, through the Department of the Interior regulations at 43 CFR Part 2 and North Carolina G.S. 70-18.
- D. Request that the signatories agree that materials generated during consultation be treated by the signatories as internal and pre-decisional until they are formally released, although the signatories understand that they may need to be released by one of the signatories if required by law.

VIII. Administrative Stipulations

- A. In coordinating reviews, BOEM shall follow this process:
 - 1. Standard Review: The signatories shall have a standard review period of thirty (30) calendar days for commenting on all documents which are developed under the terms of this Agreement, from the date they are received by the signatory.
 - 2. Expedited Request for Review: The signatories recognize the time-sensitive nature of this work and shall attempt to expedite comments or concurrence when BOEM so requests. The expedited comment period shall not be less than fifteen (15) calendar days from the date such a request is received by the signatory.
 - 3. If a signatory cannot meet BOEM's expedited review period request, it shall notify BOEM in writing within the fifteen (15) calendar-day period.
 - 4. If a signatory fails to provide comments or respond within the time frame requested by BOEM (either standard or expedited), then BOEM may proceed as though it received concurrence. BOEM shall consider all comments received within the review period.
 - 5. Unless otherwise indicated below, all signatories will send correspondence and materials for review via electronic media unless a signatory requests, in writing, that materials be transmitted by an alternate method specified by that signatory. Should BOEM transmit the review materials by the alternate method, the review period will begin on the date the materials were received by the signatory, as confirmed by delivery receipt.
 - 6. Each signatory shall designate a point of contact for carrying out this Agreement and provide this contact's information to the other signatories, updating it as necessary while this Agreement is in force. Updating a

point of contact alone shall not necessitate an amendment to this Agreement.

- B. **Dispute Resolution.** Should any signatory object in writing to BOEM regarding an action carried out in accordance with this Agreement, or lack of compliance with the terms of this Agreement, the signatories shall consult to resolve the objection. Should the signatories be unable to resolve the disagreement, BOEM shall forward its background information on the dispute as well as its proposed resolution of the dispute to the ACHP. Within forty-five (45) calendar days after receipt of all pertinent documentation, the ACHP shall either: (1) provide BOEM with written recommendations, which BOEM shall take into account in reaching a final decision regarding the dispute; or (2) notify BOEM that it shall comment pursuant to 36 CFR § 800.7(c), and proceed to comment. BOEM shall take this ACHP comment into account, in accordance with 36 CFR § 800.7(c)(4). Any ACHP recommendation or comment shall be understood to pertain only to the subject matter of the dispute; BOEM's responsibility to carry out all actions under this Agreement that is not subjects of dispute shall remain unchanged.
- C. **Amendments.** Any signatory may propose to BOEM in writing that this Agreement be amended, whereupon BOEM shall consult with the signatories to consider such amendment. This Agreement may then be amended when agreed to in writing by all signatories, becoming effective on the date that the amendment is executed by the ACHP as the last signatory.
- D. **Coordination with other Federal agencies.** In the event that another Federal agency believes it has Section 106 responsibilities related to the undertakings which are the subject of this Agreement, BOEM will request to coordinate its review with those other agencies. Additionally, that agency may attempt to satisfy its Section 106 responsibilities by agreeing in writing to the terms of this Agreement and notifying and consulting with the SHPO and the ACHP. Any modifications to this Agreement that may be necessary for meeting that agency's Section 106 obligations shall be considered in accordance with this Agreement.
- E. **Adding Concurring Parties.** In the event that another party wishes to assert its support of this Agreement, that party may prepare a letter indicating its concurrence, which BOEM will attach to this Agreement and circulate among the signatories.
- F. **Terms of Agreement.**
 - 1. This Agreement shall remain in full force for twenty-five (25) years from the date this Agreement is executed, defined as the date the last signatory signs, unless otherwise extended by amendment in accordance with this Agreement. The term is related to the standard length of the operations term of commercial leases, which is given at 30 CFR § 585.235.

2. The signatories agree to meet every five years, beginning from the date the agreement is executed, to discuss the agreement, to determine whether amendment or termination is necessary, and to evaluate the adequacy of information exchange between the parties.
3. If requested by any signatory, the parties will meet or teleconference annually to review activities conducted under the agreement.
4. BOEM agrees to share updated information on renewable energy activities offshore North Carolina via the bureau via the Bureau's state activities webpage at: <http://www.boem.gov/State-Activities-North-Carolina> and via the Historic Preservation Program Activities webpage at: <http://www.boem.gov/Renewable-Energy/Historic-Preservation-Activities>, and additionally through the North Carolina Intergovernmental Renewable Energy Task Force of which the SHPO is a member. Notice of updates to the Historic Preservation webpage pursuant to Section 106 activities under this Agreement or relevant to the SHPO will be provided by BOEM to the SHPO via email message to: environmental.review@ncdcr.gov.

G. Termination.

1. If any signatory determines that the terms of this Agreement cannot be carried out or are not being carried out, that signatory shall notify the other signatories in writing and consult with them to seek amendment of the Agreement. If within sixty (60) calendar days of such notification, an amendment cannot be made, any signatory may terminate the Agreement upon written notice to the other signatories.
2. If termination is occasioned by BOEM's final decision on the last Plan considered under the Renewable Energy Regulations, BOEM shall notify the signatories and the public, in writing.

H. Anti-Deficiency Act. Pursuant to 31 U.S.C. § 1341(a)(1), nothing in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or obligation for the further expenditure of money in excess of such appropriations.

I. Existing Law and Rights. Nothing in this Agreement shall abrogate existing laws or the rights of any consulting party or signatory to this Agreement.

J. Compliance with Section 106. Execution and implementation of this Agreement evidences that BOEM satisfied its Section 106 responsibilities for all aspects of these proposed undertakings by taking into account the effects of these undertakings on historic properties and affording the ACHP a reasonable opportunity to comment with regard to the undertakings.

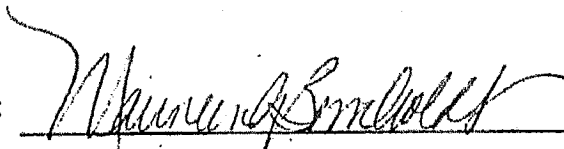
Programmatic Agreement for Outer Continental Shelf Renewable Energy Activities

AGREED

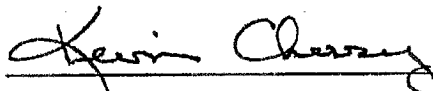
Execution of this Agreement by BOEM, the SHPO, and the ACHP, and the implementation of its terms are evidence that BOEM has taken into account the effects of renewable energy activities on historic properties.

SIGNATORIES

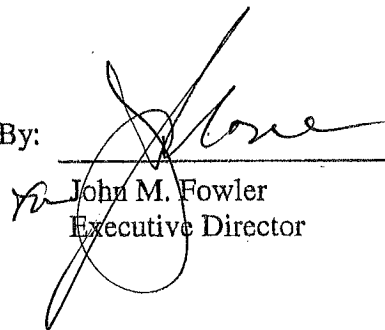
U.S. Department of the Interior, Bureau of Ocean Energy Management

By:  Date: 4-9-14
Maureen A. Bornholdt
Program Manager
Office of Renewable Energy Programs

North Carolina State Historic Preservation Officer

By:  Date: 5/6/2014
Dr. Kevin Cherry
State Historic Preservation Officer

Advisory Council on Historic Preservation

By:  Date: June 6, 2014
John M. Fowler
Executive Director