

Road 651
5-21-92
DSL

EXHIBIT 3

FILE NO. 016.

ENVIRONMENTAL ASSESSMENT COVER SHEET

DS-251

APPLICANT Dept. of State Lands

TYPE OF OPERATION Timber Harvest/Fence Clearing

LOCATION Section 36, T9N, R4E

PERSON PREPARING EA Darrel J. Bakken () DRAFT EIS

DATE PREPARED 4/13/92 EXPECTED IMPLEMENTATION DATE 7/1/92 (X) NO DRAFT EIS

REVIEWED BY [Signature] RECOMMENDATION () DRAFT EIS
rev. 4/23/92 (X) NO DRAFT EIS

REVIEWED BY [Signature] RECOMMENDATION () DRAFT EIS

REVIEWED BY [Signature] for Jeff Jahke RECOMMENDATION () NO DRAFT EIS
() DRAFT EIS
() NO DRAFT EIS

ADMINISTRATOR'S SIGNATURE [Signature] RECOMMENDATION () DRAFT EIS
(X) NO DRAFT EIS

SUMMARY OF POTENTIAL IMPACTS

PHYSICAL ENVIRONMENT	SIGNIFICANT		INSIGNIFICANT WITH MITIGATION		INSIGNIFICANT AS PROPOSED	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
1. <u>TOPOGRAPHY</u>					X	X
2. <u>GEOLOGY</u> ; stability					X	X
3. <u>SOILS</u> ; Quality, distribution					X	X
4. <u>WATER</u> ; Quality, quantity, distribution					X	X
5. <u>AIR</u> ; Quality					X	X

PHYSICAL ENVIRONMENT(cont)

	SIGNIFICANT		INSIGNIFICANT WITH MITIGATION		INSIGNIFICANT AS PROPOSED	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
6. <u>UNIQUE, ENDANGERED, FRAGILE, or LIMITED</u> environmental resources					X	X

BIOLOGICAL ENVIRONMENT

1. <u>TERRESTRIAL, AVIAN, and AQUATIC</u> ; species and habitats					X	X
2. <u>VEGETATION</u> ; quantity, quality, species					X	X
3. <u>AGRICULTURE</u> ; grazing, crops, production					X	X

HUMAN ENVIRONMENT

1. <u>SOCIAL</u> ; structures and more					X	X
2. <u>CULTURAL</u> ; uniqueness, diversity					X	X
3. <u>POPULATION</u> ; quantity and distribution					X	X
4. <u>HOUSING</u> ; quantity and distribution					X	X
5. <u>HUMAN HEALTH & SAFETY</u>					X	X
6. <u>COMMUNITY AND PERSONAL INCOME</u>					X	X

HUMAN ENVIRONMENT(cont)

	SIGNIFICANT		INSIGNIFICANT WITH MITIGATION		INSIGNIFICANT AS PROPOSED	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
7. <u>EMPLOYMENT</u> ; quantity and distribution					X	X
8. <u>TAX BASE</u> ; local and state revenue					X	X
9. <u>GOVERNMENT SERVICES</u> ; demand on					X	X
10. <u>INDUSTRIAL, COMMERCIAL</u> and <u>AGRICULTURAL</u> activities					X	X
11. <u>HISTORICAL</u> and <u>ARCHAEOLOGICAL</u>					X	X
12. <u>AESTHETICS</u>					X	X
13. <u>ENVIRONMENTAL PLANS</u> and <u>GOALS</u> local and regional					X	X
14. <u>DEMANDS</u> on <u>ENVIRONMENTAL RESOURCES</u> of land, water, air and energy					X	X
15. <u>TRANSPORTATION</u> networks and traffic flows					X	X

Route copies to: Environmental Quality Council (EQC)
File (#016.4)

LITTLE BIRCH CREEK
Environmental Assessment
Sec. 36, T9N, R4E

I. **The Proposal, Purpose and Objectives**

A. **The Proposed Project:**

The Department of state Lands proposes to harvest timber on an estimated 12 acres of State land and 2 acres of adjacent private land. Approximately 216 thousand board feet of timber would be removed from the single 14 acre seed tree harvest unit. The access route crosses private land primarily utilizing existing road, however, an estimated 10,580 feet of new road construction would be required to access the cutting unit.

The project area is located on a ridge between Little Birch Creek and Big Birch Creek in the Big Belt mountains in western Meagher County. Section 36, T9N, R4E is classified grazing land is part of the public schools land grant.

The proposal is designed to achieve two objectives:

- 1) **Revenue to the School Trust by harvesting the existing stand.** The current timber is overmature and growing slowly. Establishing a new young stand will increase growth and improve vigor.
- 2) **Facilitate boundary fencing.** The existing boundary is poorly identified. The project would clear the timber along the west section line to facilitate construction of a boundary fence. This would prevent the lessees cattle from trespassing on adjacent private land. It will also establish the State section line for recreational purposes relevant to the newly enacted recreational access law.

B. **Agency Review:** Implementation of the proposed project requires the acquisition of a "124" permit and review by the Dept. of Fish, Wildlife & Parks for stream crossing. (Permit attached)

C. **Decisions to be made:** The decision to be made is whether the state should harvest any mature timber and/or clear fence lines in Section 36, T9N, R4E. The two objectives, and the two parts of the proposal could be implemented separately or together. The two parts of the project require similar equipment, duration and disturbance so this assessment was prepared as a joint proposal.

D. **Issues and concerns:** Issues or concerns were identified by directly contacting key resource specialists and adjacent landowners. All concerns were addressed during the development of the proposal to the satisfaction of those involved.

Hydrology: The proposed harvest was reviewed by Gary Frank, DSL Hydrologist and summarized in his attached report. The cumulative effects of past timber harvest on private land and proposed USFS harvest at the head of the drainage was evaluated. There does not appear to be any cumulative effects constraints regarding this proposal.

Recommendations to relocate the existing road to avoid a segment of entrenched road and multiple channel stream crossings have been incorporated in the project design.

Soils: The proposal was reviewed in the field by Jeff Collins, DSL, Soils Scientist. His report is attached.

Recommendations to relocate the road to reduce sedimentation potential have been incorporated in the project design in addition to the specific drainage recommendations.

Wildlife: Recommendations concerning wildlife were solicited from Dick Buscis, Dept. of Fish, Wildlife & Parks Wildlife Biologist. There are no substantial wildlife concerns regarding the sale proposal. Elk and deer utilize the area but access is controlled by adjacent landowners who surround the state tract. The big game population is therefore not available to the general public. There are no known threatened or endangered species that inhabits this area.

Adjacent landowners: All adjacent landowners were contacted for either temporary access or fencing arrangements. Access and fencing agreements are attached.

Cultural resources: Dori Passmann, DSL, Archeologist was contacted regarding cultural resources. There are no known cultural resources of concern in this vicinity. If a cultural resource is encountered during harvest operations the sale would be immediately suspended until the resource is properly evaluated.

II. Alternatives Considered:

Two alternatives were considered in the analysis, the "No Project Proposal" and the Proposed Action.

Alternative A -- No Project: Under this alternative all existing land management activities would continue. Surface grazing rights (225 AUM's) are leased to the Galt Ranch for the annual rental of approximately \$940.00. Recreational use of the state tract would increase an unknown amount due to the implementation of the Recreational Access law. Some recreationists would gain access by permission from the adjacent landowners along the west and north section lines. The existing road including the entrenched segment and stream crossings would continue to be used.

Alternative B -- Joint harvest and fencing project:

The joint proposal would include the following actions: All timbered portions on the west section line will be cleared of all timber for 50' - 60' on each side of the section line. Stumps along the section line will be dozed out. The Galt Ranch will, as a lease improvement, rebuild the section fenceline. The 12 acre timber stand in the northwest corner will be harvested. A stringer of trees along the existing stand edge will be left for livestock and wildlife thermal cover. The other timber stands along the west line will be left for these purposes also. A new access road will be built to bypass a spring area and steep portion of road. The old road will be waterbarred and grass seeded. New road will also be built from the southeast corner to the northwest corner of the state section. This road will be outsloped and seeded to grass after the sale, but will remain in place to facilitate access for the leasee's fence construction work and possible future spring development. All actions will be completed during the period June 1992 - August 1992.

III. **Affected Environment**

The Little Birch section is mountainous rangeland. There are 35 timbered acres along the west side of the section. The timbered portions of the section drain into the Big Birch Creek drainage and the road construction areas lay in the Little Birch Creek drainage.

Elk use the timbered stands on the state intermittently for security and thermal cover. Livestock also use the timbered edge for thermal cover in the summer. Mule deer are also present in the timbered areas. The uncut stands south of the proposed harvest will continue to provide this cover while the harvested stand is regenerating. The proposal will harvest 12 of 35 timbered acres (34%). Sixty six percent of the cover on state lands will remain. Except for the fence corridor, there are no known additional harvests planned on private lands in the vicinity.

Some of the Limber pine in the timbered stands was winter killed in the January/February 1989 cold snap. Western Spruce budworm is present on the Douglas-fir trees.

The old fenceline is laying on-the-ground in the general location of the section line. The 1/4 corner between Sections 35 & 36 with its bearing trees and stone is still present, and will be protected during the project. No other historical, archeological concerns are present.

IV. **Environmental Effects**

Alternative A -- No Project: Under this proposal, the timber harvest would not occur. The timber would continue to grow at a slow rate until the stand vigor began to decline. It is unlikely that the timber would be available for harvest in the future since access is controlled by adjacent private landowners. A temporary R/W has been secured for the current proposal to assist with line location and fencing. If fencing is accomplished by the leasee without harvest there is no incentive to

grant the future R/W. The estimated income from this sale proposal of \$9,500 to \$29,000 would not be received.

The existing road, including the entrenched segment and multiple drainage crossings would continue to be used by the lessee. The existing road is in a poor location and is eroding due to a lack of proper drainage. It is impossible to install proper drainage on the entrenched segment without closing the road.

Alternative B -- The proposed project: Under this proposal an estimated 192 MBF of state timber and 12 MBF of private timber would be harvested. The state timber would produce an estimated \$9,500 to \$29,000 of income to the School Trust (\$50.00 - \$150.00/MBF). Proper section line identification and fencing of the state tract would be completed along the west sectionline.

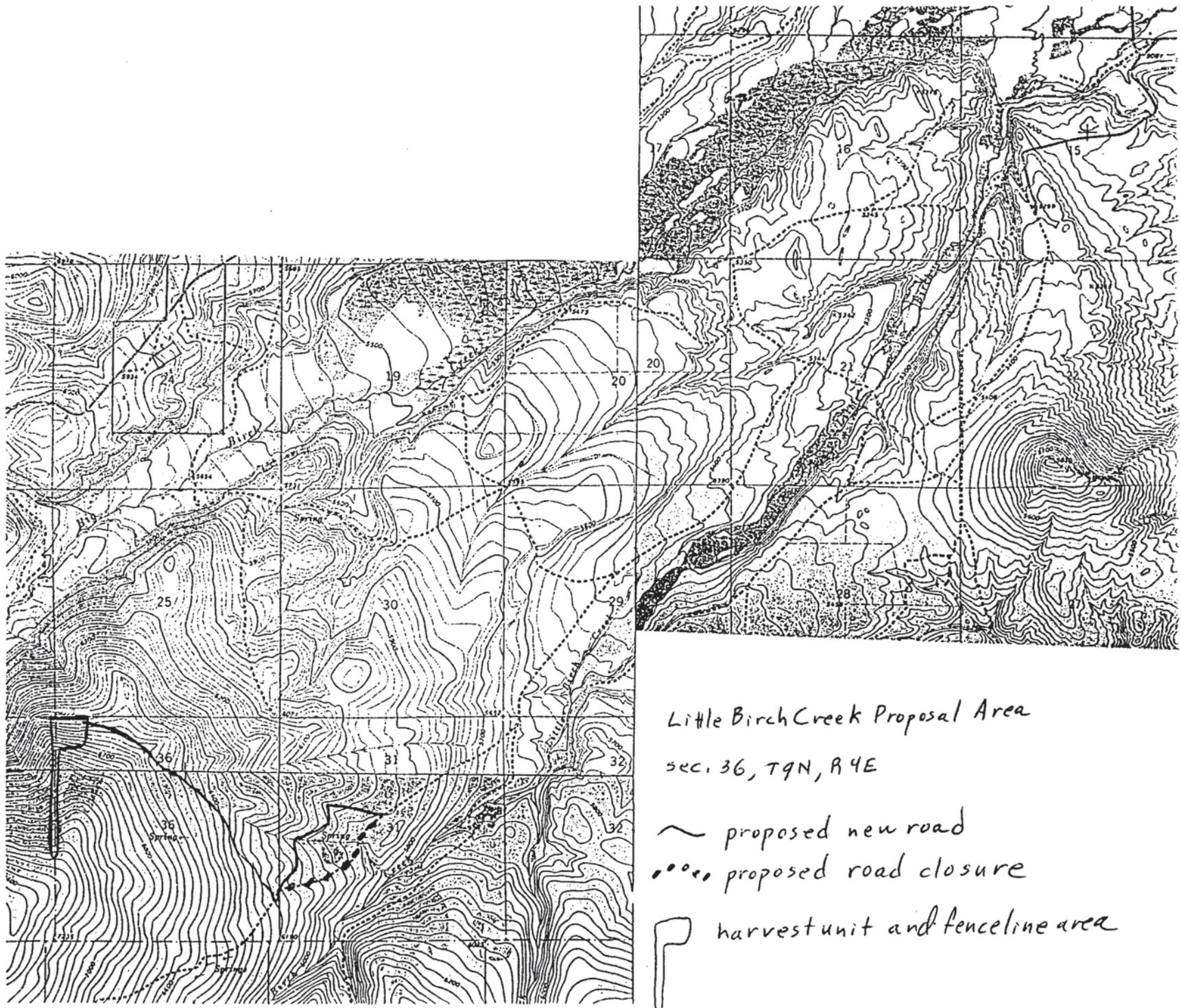
An estimated 10,580 feet (2.01 miles) of new road would be constructed under this proposal. Approximately 4500 feet is proposed to replace the existing entrenched and poorly located segment of existing road. The existing segment will be closed and seeded to grass. A slight reduction of potential sedimentation should result.

V. **Recommendation:**

Alternative B -- The project proposal is the preferred alternative under this analysis. The proposal would generate immediate income to the trust, provide benefits to the surface lessee and close a poor segment of existing road without serious consequence to the environment.

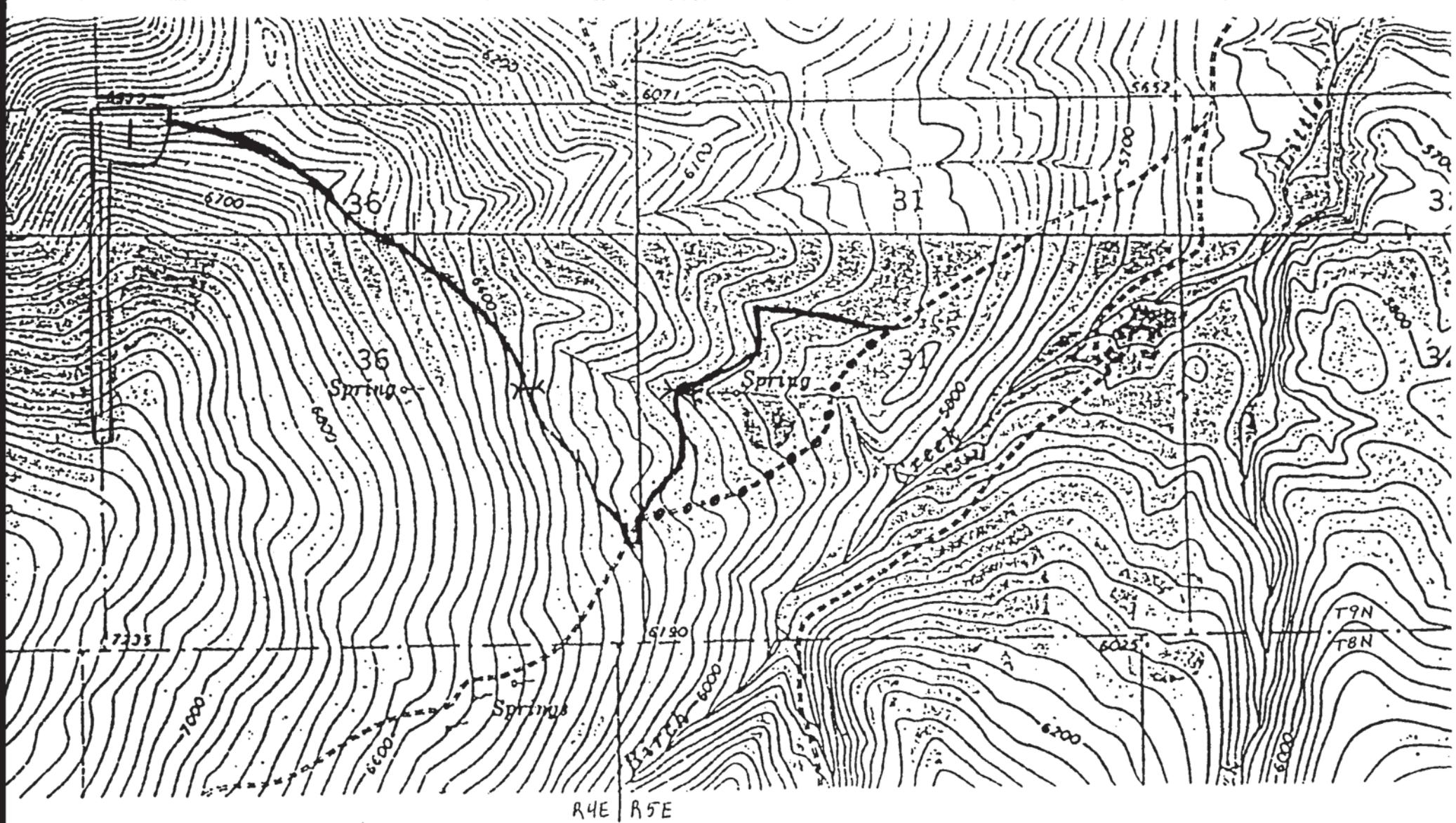
VI. **Appendix**

- Maps
- Temporary R/W Agreement - Galt Ranch
- Cooperative Fencing Agreement
- List of Agencies and Persons Contacted
- Correspondence
- Weed Plan
- "124" Permits
- Lease Improvement Request Form (for fence)



Little Birch Creek Proposal Area
 sec. 36, T9N, R4E

- ~ proposed new road
- proposed road closure
- harvest unit and fence line area



Little Birch Creek
Scale 4"/mile

--- existing road

— new road

●●● closed road

— culvert locations

⌋ harvest unit &
fence strip

LIST OF AGENCIES & PERSONS CONTACTED

Dept. of State Lands

Gary Frank, Hydrologist - Forestry Division
Jeff Collins, Pedologist - Forestry Division
Dori Passmann, Archaeologist - Lands Division

Dept. of Fish, Wildlife & Parks

Dick Bucsis, Wildlife Biologist
George Liknes, Fisheries Biologist

Galt Ranch, c/o Bill Galt

R/W, adjacent landowner, leasee

Adjacent Landowners

Fred, Theresa & Rick Buckingham
Fay Makowski
Margaret & Gerrit (now deceased) Van Ommen
Donald Bentzen

SEPTEMBER 16, 1991

TO: MARK D. AHNER, MANAGER, CLO
PAT FLOWERS, SUPERVISOR, STATE LAND MANAGEMENT
BOB VLAHOVICH, MANAGER, HELENA UNIT
D.J. BAKKEN, FORESTER, HELENA UNIT

FROM: GARY FRANK, HYDROLOGIST *gf*

SUBJECT: LITTLE BIRCH CREEK TIMBER SALE

This sale was reviewed in the field with D.J. Bakken, John Monzie and Jeff Collins on August 28, 1991.

WATERSHED: The proposed harvest unit is located in the Big Birch Creek drainage. Big Birch Creek is a 4th order tributary to the Smith River with a watershed area of approximately 29,640 acres. Road access would include new road construction within the Little Birch Creek drainage. Little Birch Creek is a 3rd order tributary to Big Birch Creek.

The Birch Creek watershed is only partially forested. The lower watershed is made up of private rangeland and scattered state grazing parcels. The upper third or headwaters portion of the drainage is under U.S. Forest Service ownership. Most of this Forest Service land is a proposed wilderness area that remains undeveloped. A moderate amount of timber harvest and associated development has occurred on Forest Service ownership in the vicinity of Gipsy Lake and on private land adjoining the state's sale section.

CUMULATIVE EFFECTS: The Helena National Forest is planning a timber sale in the Gipsy Lake-Duck Creek Pass area. The Forest is currently conducting a cumulative effects analysis for the drainage as part of this sale process. I will evaluate the results of the analysis when it is completed. However, I do not anticipate any cumulative watershed effects constraints with the sale as currently planned. My recommendation is based on the follow reasons: 1) The moderate level of existing timber harvest in the drainage. 2) The headwaters, which is the greatest runoff contributing area, is undeveloped. and 3) The small size and volume of the state's proposal.

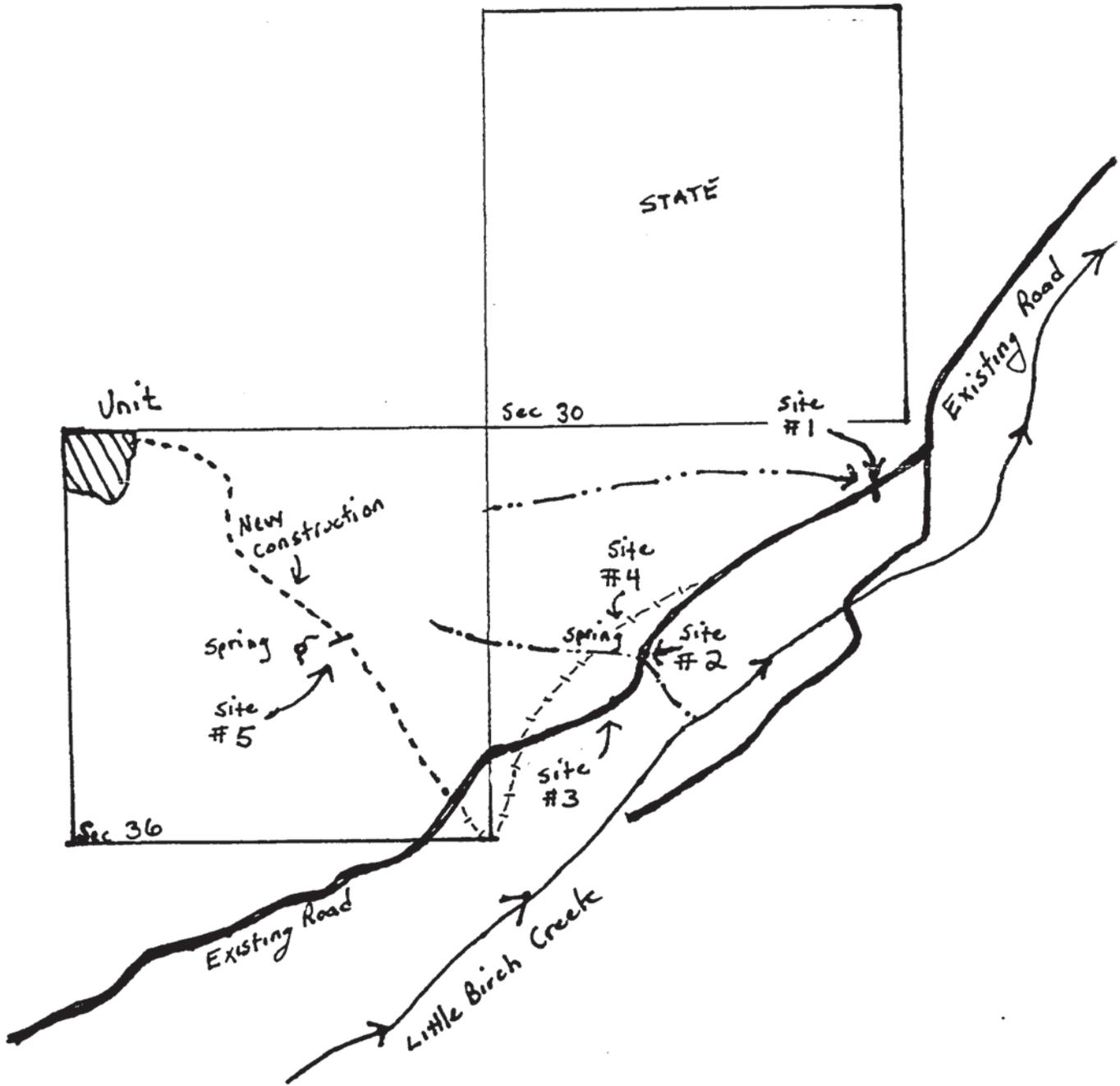
WATER USE: There are existing water rights for irrigation and livestock water downstream of the sale section on Little and Big Birch Creek.

HARVEST UNIT: The proposed timber sale includes a single 22 acre harvest unit. The prescription is to clearcut a stand of timber which consist of mostly lodgepole pine. The stand is located on a dry and moderately steep hillslope. There are no stream channels or well defined draws located within or near the unit. I do not anticipate any water quality impacts with timber harvest as currently planned if BMP's are fully implemented.

ROADS: A single road access and haul route alternative was reviewed in the field. Other access options and a possible segment of road relocation were discussed but not specifically examined. The proposed access would utilize existing county and private roads and require approximately 1.25 miles of new road construction on state ownership. Site Specific recommendations are as follows (refer to Figure #1 Sale Area Map):

- 1) Drive thru crossing on ephemeral/intermittent channel. Dry seasonal use only.
- 2) Install 18"cmp at perennial stream draining spring area. Use of drive thru crossing on overflow channel is restricted to dry season use.
- 3) This segment of road is excessively steep and poorly drained. The road is entrenched (lower than the surrounding terrain) which will make drainage features difficult to locate and install. The feasibility of relocating this portion of road needs to be considered (refer to Site #4).
- 4) Possible relocation of existing road on private land. New location would avoid multiple channel stream crossing and excessively steep and entrenched road. The road relocation needs to be evaluated by the Helena Unit staff in the near future.
- 5) New road construction crossing hillslope and swale below spring development. Install an 18"cmp with lead ditch at inlet if excessive moisture is encountered during initial road construction.

Figure 1.
LITTLE BIRCH CREEK TIMBER SALE
(T19N-R4E Sec 36)



TO: Jeff Collins, Soil Scientist

FROM: D. J. Bakken, Forester



DATE: Nov. 1, 1991

SUBJECT: Little Birch Creek

Enclosed is a map showing the latest access route proposal to Bill Galt. I have no easement in writing yet.

dh

Encl.

October 23, 1991

552

TO: GARRY WILLIAMS, Silviculturist, Central Land Office
ROBERT VLAHOVICH, Field Supervisor, Helena Unit
D.J. BAKKEN, Forester, Helena Unit
PAT FLOWERS, Supervisor, State Land Management Section

FROM: JEFFRY COLLINS, Soil Scientist

SUBJECT: LITTLE BIRCH CREEK TIMBER SALE, Section 16, TN, RE

The sale area is located on residual soils weathering from quartzite. The existing road crosses rangeland of moderate to steep sideslopes of typically deep soils and well fractured bedrock. These materials are mainly common excavation.

Soils within the harvest unit are typically shallow, channery loams 1-3 ft. deep, which are quite droughty. Soil fertility and moisture holding capacity are low and mainly retained in the shallow topsoil, which is important to tree growth and regeneration. Compaction/rutting hazards are mod/low. This site is well suited to tractor operations.

ROADS- New road construction will require a tractor with hydraulic angle blade.

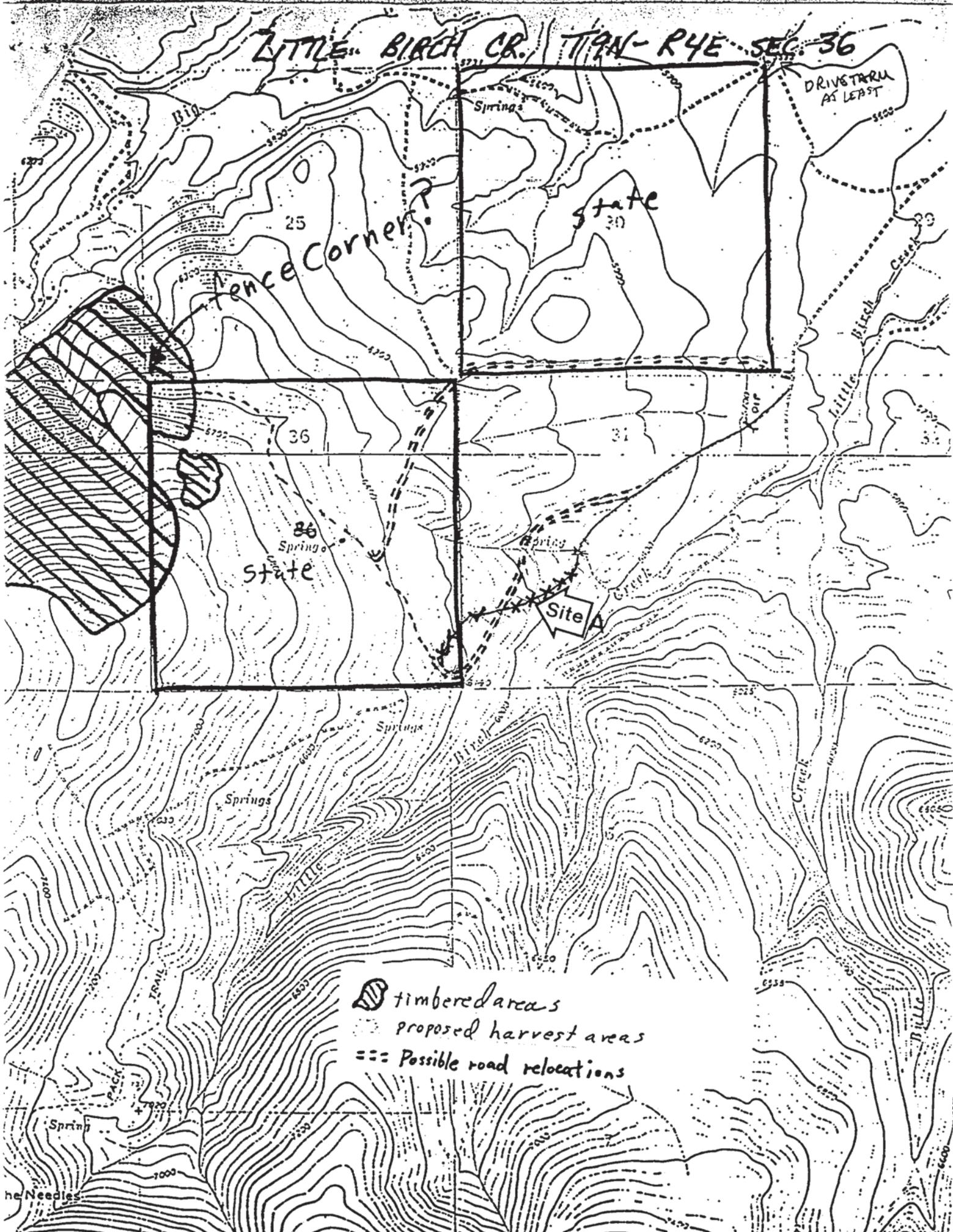
Map site A The existing road grade is too steep (20%) for winter hauling, deeply rutted and is a sediment source to the creek crossing. I recommend the steep portion of the road be closed with waterbars and relocated on better grade. I highlighted two general road locations on attached map which will require additional ground review to determine feasibility.

At creek crossing site install drainage features and route surface runoff off road to reduce sedimentation (refer to hydro note).

Limit operations to periods when soils are relatively dry or frozen in order to further limit sediment potential.

Grass seed should be applied promptly on roads and landings.

LITTLE BIRCH CR. TAN-R4E SEC. 36



-  timbered areas
-  proposed harvest areas
-  possible road relocations

DT

TO: Dori Passmann, Archaeologist - Resource Development Bureau

FROM: Garry Williams, Manager Forest & Lands Programs
Central Land Office

DATE: April 18, 1991

SUBJECT: 6 Year Sale Plan

Attached is a copy of the Central Land Office's current 6 year sale list. Those sales marked with an asterisk are ones that I could not find a previous preliminary recommendation from you.

Our Priority Sales for FY 92 are as follows:

- 1) Comers Butte (Helena Unit)
*So. Fork Belt Creek: Some preliminary work has begun. I suspect the bulk of the field work will be completed by June. You have recommended a survey for portions of Section 16. Section 24 is new on the list but I will assume would be similar to recommendations for Section 16.
- 2) Sunset Mtn. SW (Helena Unit)
*Green Creek: You recommended no survey on Sunset Mtn. mostly steep 40%+ slopes. Green Creek is new this year.
- 3) Tepee Creek (Dillon Unit): I'm sure you are familiar with these tracts. It will probably be early July by the time tentative units have been identified. Stan will be in contact with you.
- 4) *Little Birch Creek
(Helena Unit): This is a small 30 acre sale that will be worked on in July or early August.
- 5) Tom Miner (Bozeman Unit): You surveyed this site last fall.
- 6) Shadoan (Bozeman Unit): You recommended surveying this site. Priority may change on this sale if access is acquired. Most of the fieldwork will be deferred until we can gain access across private land.
- 7) *Horseshoe Hills
(Bozeman Unit): This is new on the list. A very small sale, adjacent to existing logging.

DEPARTMENT OF STATE LANDS



STAN STEPHENS, GOVERNOR

CAPITOL STATION

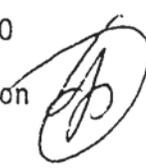
STATE OF MONTANA

(406) 444-2074

1625 ELEVENTH AVENUE
HELENA, MONTANA 59620

May 16, 1991

MEMORANDUM

TO: Garry Williams, Manager Forest & Lands Programs, CLO
FROM: Dori Passmann, Archaeologist, Land Management Section 
RE: CLO Timber Sales

The following recommendations are based on the information and topographic maps you sent in your April 18 memorandum. These recommendations do not cover sections added to a timber sale or changes in the provided unit locations.

FY92

Comers Butte	16-19N-8E	survey recommended
S. Fork Belt Creek	24-19N-8E	no survey due to steep slopes
Sunset Mtn SW	34-16N-6W	no survey, steep slopes
Green Creek	16-16N-6W	no survey, steep slopes
Tepee Creek	1,2,3,4,10,11-13S-1W	24MA382 and 358 recorded in project area. Portions of sale come under MOA with BLM. Survey recommended.
Patchtop Mtn	4,9-13S-2W	steep slopes, no survey
Little Birch Creek	36-9N-4E	steep slopes, no survey
Shadoan	16-2S-7E	survey recommended
Horseshoe Hills	16-4N-4E	steep slopes, no survey
Arrowhead Mtn	36-14S-1W	survey recommended, this section could have obsidian sources and quarries
Roberts Mtn	34-16N-5W	no survey
Flesher Pass	18-14N-5W	no survey
Neagle Creek	24-5S-13W	survey recommended
Grasshopper Creek	4,9,16-5S-12W	survey recommended
Clover Creek	3,4,5,6,8,9-13S-5W	survey recommended

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
Northeastern Land Office: Lewistown, MT (406) 538-5989

Northwestern Land Office: Kalispell, MT (406) 752-7994
Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
August 22, 1991

Dick Bucsis
Dept. of Fish, Wildlife & Parks
P.O. Box 305
White Sulphur Springs, MT 59645

Dear Mr. Bucsis:

I have made tentative plans for a small sawlog harvest on state Section 36 - T9N, R4E. The enclosed map shows you how we think this timber sale may lay in.

Area number 1 could be managed as an even aged stand. Some Douglas-fir leave trees should probably be marked to ensure a mixture of Lodgepole pine (the major species at this time) and Douglas-fir.

Area number 2 is mostly non-merchantable and/or sub-merchantable at this time. Some pockets of merchantable timber could be removed along the east side of this stand. This cut would best be described as a group selection harvest.

In both areas, we have flagged tentative boundaries which exclude clumps of trees bordering the now open range land. The clumps we left show heavy signs of livestock use and bedding.

Access would involve construction of a low standard road at the approximate location shown on the map. This road location accesses spring development and salting locations used by our lessee, the Galt Ranch. Because of this, I do not think that we would be closing the road. Drain dips, water bars and grass seeding would of course be installed on the roadbed after use. The new road would be 1.2 miles long. The proposed harvest would remove 190 MBF of timber.

If you want to see the area on the ground, we should probably try to do so soon. Otherwise, I would like to receive your comments as soon as possible so that I can begin preparing our Environmental Analysis.

Sincerely;

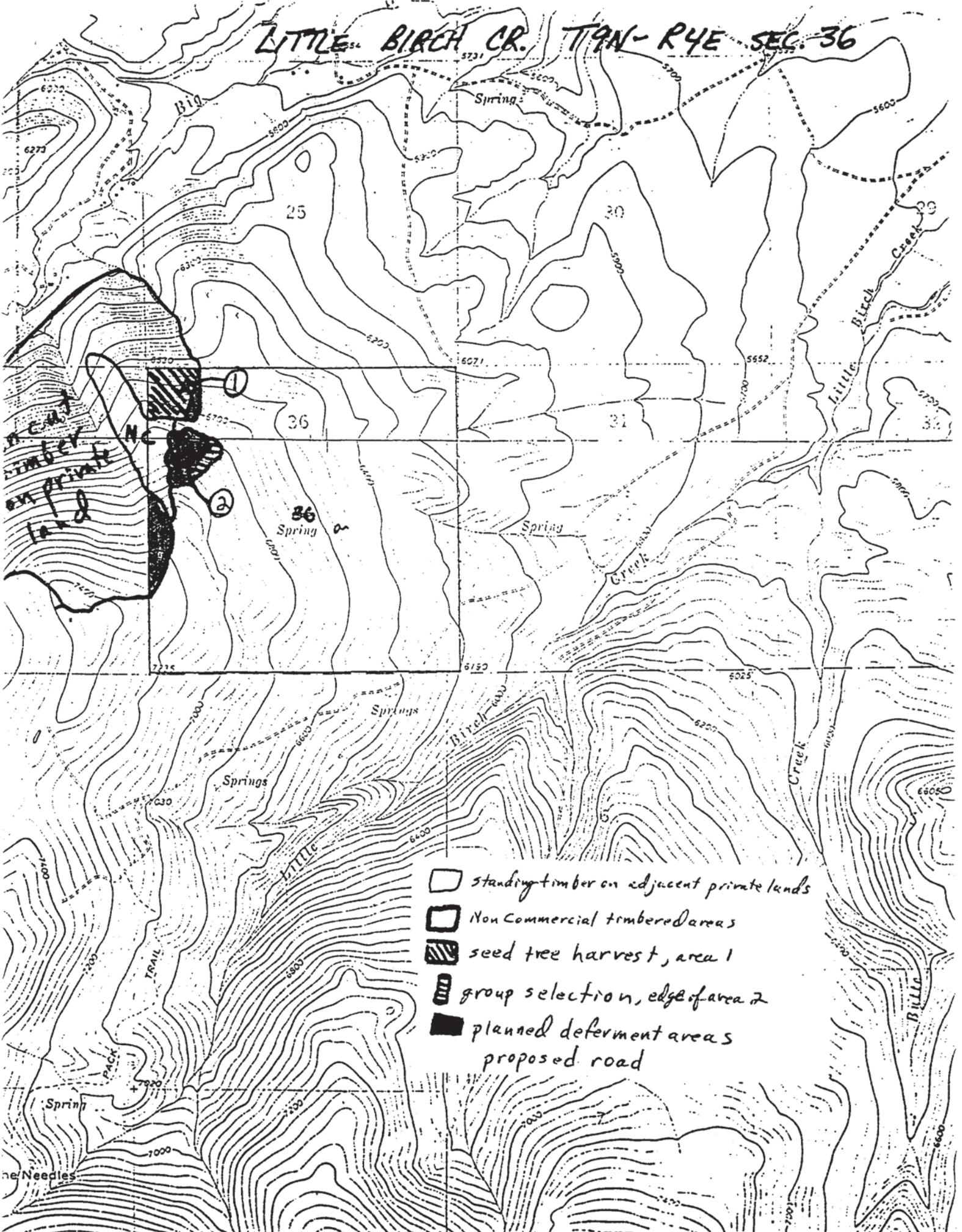
Handwritten signature of D. J. Bakken in cursive.

D. J. BAKKEN
Unit Forester
Helena Unit

encl.

4-2-92
no response to date.
DJ

LITTLE BIRCH CR. TAN-RYE SEC. 36



-  standing timber on adjacent private lands
-  Non Commercial timbered areas
-  seed tree harvest, area 1
-  group selection, edge of area 2
-  planned deferral areas
-  proposed road

4-15-92, 1540 hrs.

I spoke with Dick Bucsis (FWP biologist in White Sulphur Springs) today regarding our proposal in Little Birch Creek. Dick remembered getting my letter last fall and did not respond because of the small size of the proposal. I discussed the proposal from road construction through fencing and he stated that he had no concerns for the proposal area.

David J. Bohon

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
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Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
August 22, 1991

Bill Galt
General Delivery
White Sulphur Springs, MT 59645

Dear Bill:

On 8/14/91 Dick had finished the logging and piling on the Windy Ridge timbersale. I looked at the drainage features on your road on that date and felt that they would all be functional when it next rained. I will not close this contract until you have a chance to inspect the road condition yourself, and send us a letter stating that our obligations under our temporary right-of-way agreement have been met.

I plan to seed grass again on August 28th. Most seeding will be on the state section, but I will hit a couple bare areas along your road also.

The state has a small amount of timber in the NW $\frac{1}{4}$ Section 36-T9N,R4E. I would like to discuss terms for another temporary access agreement for this parcel. The enclosed map shows my tentative plans. The planned road would access a now non-functioning spring development, and a salting location, so you may want us to leave the road in a driveable condition after a sale. Also, do you know if the fence corner in the timber is close to the actual survey corner? I could not find the old stone mound, but the survey description and topo map make the fence corner seem like the section corner.

The fence in the timber is in dis-repair. Our logging would open this corner up, allowing cattle to put more pressure on this fence. To remedy this I suggest that we include a list of fencing supplies in the R/W agreement which we would provide to you (eg. approx. $\frac{1}{4}$ mile of fence to build; 140-metal "T" posts, 4-7' set posts, treated, 5- $\frac{1}{4}$ mile rolls, barbwire, 700 fasteners for the T-posts, and 1lb of 1 $\frac{1}{4}$ " fence staples). We estimated the volume on this tract at 191 MBF.

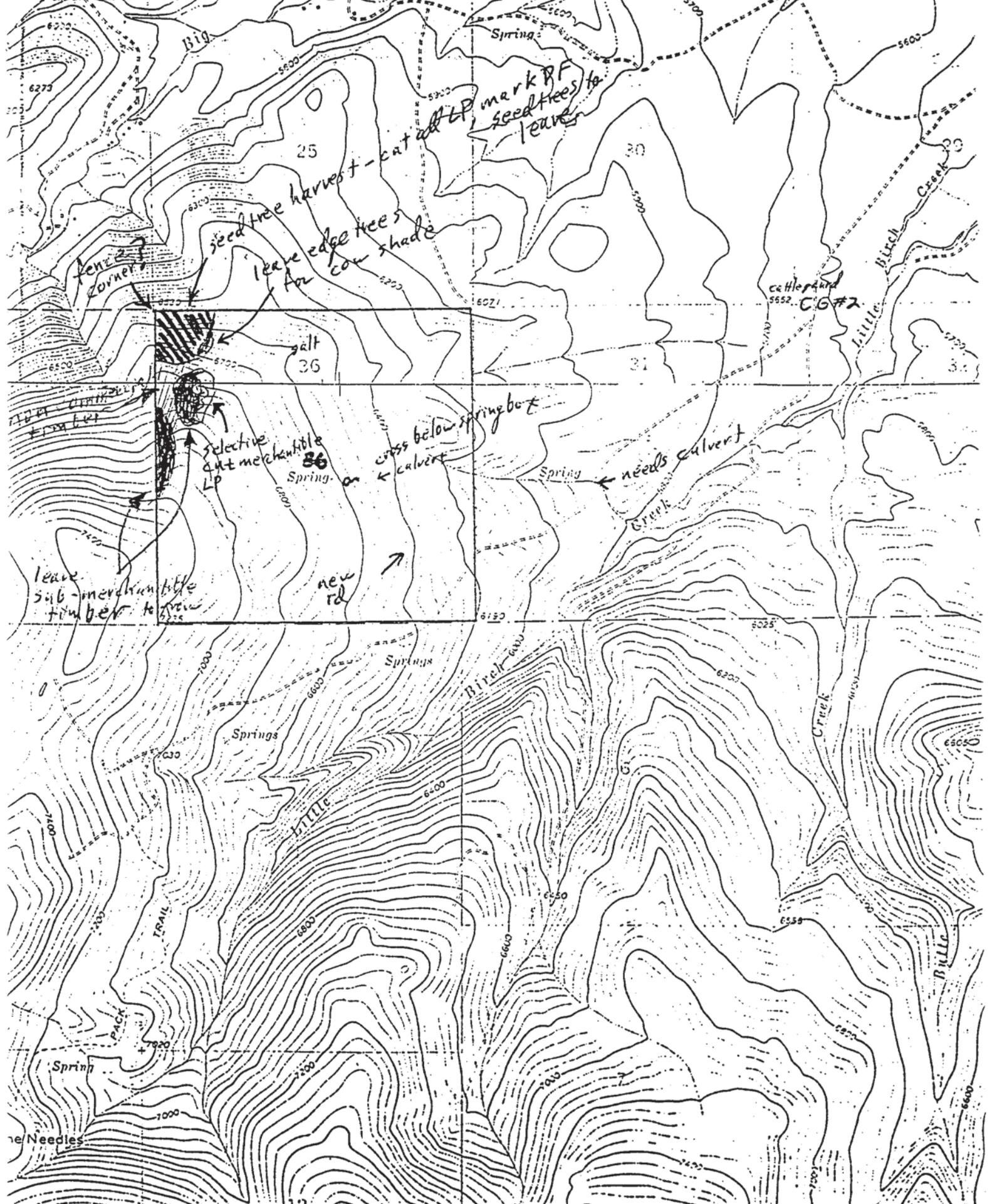
Please contact me regarding this new proposal. If we can reach an agreement this fall, then we will work on the sale contract in the winter and sell it next spring.

Sincerely;

A handwritten signature in cursive script, appearing to read "David J. Bakken". The signature is written in dark ink and is positioned above the typed name.

D. J. BAKKEN
Unit Forester
Helena Unit

LITTLE BIRCH CR. T9N-R4E SEC. 36



Needles

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
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Southwestern Land Office: Missoula, MT (406) 542-4200

3001 North Mont. Ave.
Helena, MT 59601
October 15, 1991

Bill Galt
543 Birch Cr. Road
White Sulphur Springs, MT 59645

Dear Bill:

I have not been able to get a day set aside to meet with you again on the fencing deal. I did have a few minutes to go through some cost comparisons though. Please see the attachments.

The fencing agreement I proposed should save the Galt Ranch \$732.50 as compared to going it alone. This may not be a great advantage to the Galt Ranch, but neither is this deal of great advantage to the state. The access agreement I propose will only reach a small patch of state forested land. A larger patch of timber could offset additional costs.

If this fencing deal is not satisfactory, perhaps you could suggest an alternative? For example a fixed cost access fee.

Sincerely;

A handwritten signature in cursive script, appearing to read "David J. Bakken".

D. J. BAKKEN
Unit Forester
Helena Unit

Option A:

The state is not involved to any great degree. The Galt Ranch and the adjacent landowners split costs 50/50. (I only considered fence construction of 71 chains as that is all that is needed to tie in with existing fence on top of ridge.)

<u>Item</u>	<u>Total Cost (Est.)</u>
Pull & roll old fence	\$250.00
Clear fenceline	\$250.00
Survey line	\$260.00
Fence supplies for 71 chains of fence	\$1160.00
Barbwire - 4 strand, steel posts - 1 rod spacing 2 wood brace posts every 80 rods staples wire ties	
Fence installation	\$2140.00
Stumpage to State Lands	<u>\$1695.00</u>
Total	\$5745.00

Galt Ranch - \$2872.50 (ie. 50%) out-of-pocket
Buckingham - \$445.05 (percentage based on length) plus \$604 stumpage
= \$159.95 profit
Makowski - \$809.15 plus \$495.00 stumpage = - \$314.15 out-of-pocket
Bentzen - \$809.15 plus \$207.00 stumpage = - \$602.15 out-of-pocket
Van Ommen - \$809.15 plus \$388.00 stumpage = - \$421.15 out-of-pocket
State - -0- plus \$1695.00 stumpage

Option B:

The Galt Ranch, the adjacent landowners and the State work on a cooperative agreement which benefits all parties. An additional party, the purchaser of the state sale becomes involved under this option.

Total cost is the same as Option A, \$5745.00.

Galt	\$2140	(installation only)
Buckingham	\$605	(stumpage value in a 50' - 60' strip)
Makowski	\$495	" "
Bentzen	\$207	" "
Van Ommen	\$388	" "
<u>Sub Total of Adj. Landowners</u>	<u>\$1695</u>	<u>" "</u>
Timber Sale Purchaser	\$1695	(stumpage to State)
Total	\$5530	

(\$5745.00 less \$5530.00 = \$215)

State of Montana \$215 (remainder of costs)

I would intend for the timber sale purchaser to pull and roll the old fence, clear the fenceline and purchase and deliver the fencing supplies. This will be a cost to the sale purchaser which will be reflected in a lower bid price to the State.

D3

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
Northeastern Land Office: Lewistown, MT (406) 538-5989

Northwestern Land Office: Kalispell, MT (406) 752-7994
Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
January 14, 1992

Bill Galt
543 Birch Creek Road
White Sulphur Springs, MT 59645

Dear Bill:

I am still trying to put our fencing agreement into terms that sound "appealing" for prospective bidders, and which is easy for us to administer. My objective is to come up with a list of work and/or purchases that a contractor can do to create the perception of a smaller right-of-way fee.

One example is as follows:

- 1) Require the contractor to pull and discard the old fence and to bull doze stumps from the fenceline.
- 2) Allowing the contractor the option of purchasing a list of fencing supplies (specified by you and I) or providing a corresponding amount of money to you for the supplies. In return, the contractor may log the strips of private timber which, based on the states cruise and the landowners agreement, contain an equivalent value of stumpage. (ie. The contractor is not out anything, and the adjacent landowners have paid their 50% of fence cost).
- 3) The contractor then pays a temporary right-of-way fee for the use of the road, which equals the estimated installation price of the fence.

As we discussed the other day, you thought that it would take about \$2500 for materials and installation, AFTER the fenceline is cleared and prepped. Could you help me break this down as described above? I would like to know the following:

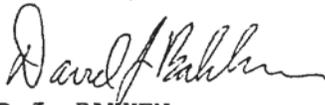
- 1) A list of fencing supplies the contractor could purchase and deliver to you that would handle the job.
- 2) A dollar amount which would also be acceptable by you, which you would then use to get the supplies.
- 3) The remaining dollar value for installation (to be paid as a right-of-way fee).

If you don't have time to figure this out, then perhaps you could let me know exactly what type of fence you want and I can make the cost appraisals. For example, do you want wood or steel posts, what spacing (1 rod?)? I assume a 4 wire barbed fence with brace posts at corners, gates, and at least each 1/4 mile in the line. What about gates, one in the corner?

If you have questions, please let me know. Also, if you still have the fencing agreement which Fay Makowski signed, you might return it. If we word our access agreement and contract as I described above, then fencing agreement she signed should still give us sufficient authority for the timber removal needed on her segment.

I will be awaiting your reply.

Sincerely,



D.J. BAKKEN
Unit Forester
Helena Unit

dh

Cooperative Fencing Agreement

Whereas: The existing fenceline between the State and private land is in total disrepair.

And: Re-establishment of the fenceline is best accomplished with trees on both sides of the fenceline removed to facilitate construction and prevent future damage due to windthrow.

And: Neighborly relations can best be maintained through joint maintenance of property boundaries.

We, the undersigned parties, hereby agree to a cooperative fencing agreement as specified below:

1. This agreement shall be for the section line between Sections 35 and 36, T9N, R4E ~~and the western most 11 chains of the section line between Section 35 and 36, T9N, R4E-M-P-M:~~ Section 36, T9N, R4E is a State Classified Grazing section and is part of the Public Schools land grant.
2. The private landowners who have signed this agreement will exchange their timber resources in a strip 50 feet to 60 feet wide along the section lines described in #1 above, for an ownership interest in the completed fence.
3. The State, in conjunction with a small timber sale on State land, will market and sell any merchantable timber within the strip of land described in #2. Procedures of this sale are expected to partially defray the costs of the fencing materials.
4. The State will then provide fencing materials, sufficient for a 4 strand barbed wire and ~~steel~~ ^{wood} post fence.
5. The contractor on the State timber sale will clear all trees for 50 feet to 60 feet on each side of the section line, and clear a path to facilitate fence construction.
6. All slash disposal will be the responsibility of the State ~~and the State leasee~~ as part of the timber sale contract.
7. The State's leasee will provide the labor to install the new fencing on the section line.
8. The original survey corners have already been relocated by the state.
9. The completed fenceline will be the joint property of the adjacent private landowners and the State's leasee. The State will claim no ownership to the fenceline.
10. Costs incurred by the State as part of this agreement shall be considered as payment to the Galt Ranch for a temporary road right-of-way to access Section 36, T9N, R4E for forest management and harvesting.
11. The planned operation period for this project is summer 1992.

The attached map, Exhibit A, shows the project location

Wendell H Bentzen Date 4 October 1991
Landowner of SENE Sec. 35, T9N R4E
(Retz & Bentzen)

Subscribed and sworn to before me this 4 day of October, 1991

Walter S Hargreaves
NOTARY PUBLIC FOR THE STATE OF MONTANA

(Seal)

RESIDING AT Helena, Mt.
MY COMMISSION EXPIRES 9/8/93

Dorell B. Bahr Date 10-4-91
Montana Dept. of State Lands

Date _____
Galt Ranch, Leasee of State Sec. 36, T9N, R4E

Walter J. Van Ommen Date April 16, 1992
Landowners of 1/4 SE 1/4 Sec. 35, T9N, R4E
(Mathis & Conklin)
Van Ommen

Subscribed and sworn to before me this 16th day of April, 1992

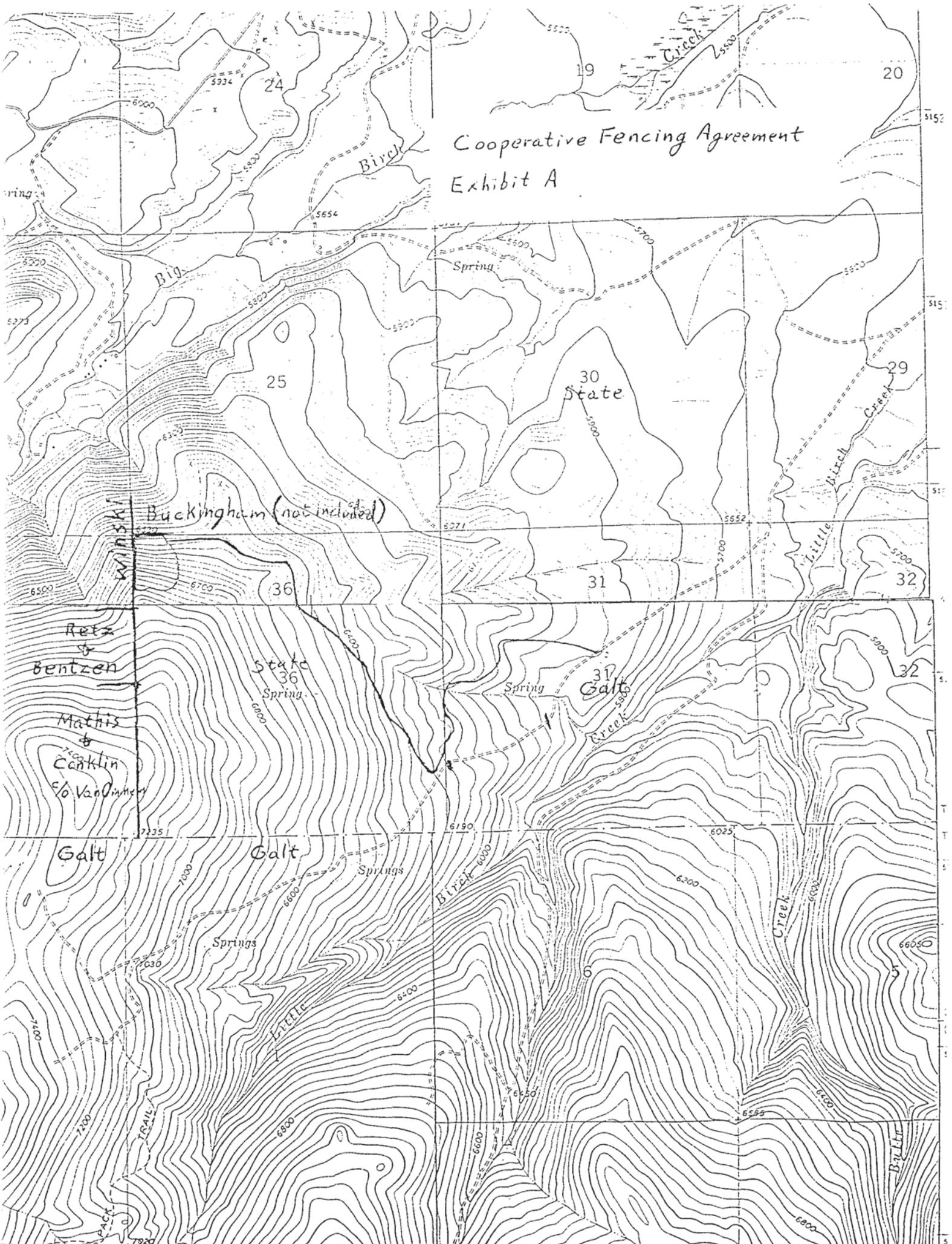
Chris K. Hedrick
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Kingling
MY COMMISSION EXPIRES 3-15-95

(Seal)

David A. Babson Date 4-17-92
Montana Dept. of State Lands

Date _____
Galt Ranch, leasee of State Sec. 36, T9N, R4E

Cooperative Fencing Agreement
Exhibit A



Amendment to Temporary
Right-of-Way Agreement

Whereas, Rick Buckingham has chosen to not take part in the cooperative fencing agreement, as previously planned by verbal agreement.

And whereas, the westmost 11 chains of the north section line between Sections 25 and 36, T9N, R4E are no longer planned for reconstruction.

The Grantee and the Grantor's representative (Bill Galt) agree to the following:

- 1) Under special Stipulation #3, the dollar value for fencing materials shall be reduced from \$1680.00 to \$1470.
- 2) Under special stipulation #4, the dollar value for the road use fee shall be reduced from \$1040.00 to \$910.00.

Accepted:

Grantor or Grantor's Representative

Date

Grantee

Date

CLO copy

TEMPORARY RIGHT-OF-WAY AGREEMENT *of*

Louis R. Galt

Permission is hereby granted by ~~the Galt Ranch~~, % Bill Galt 549 Birch Creek Road, White Sulphur Springs MT 59645, ph. 547-2107 hereinafter called the "Grantor" to the Montana Department of State Lands and the purchasers of State forest products in section 36, T9N, R4E_ herein after called the "Grantee", to use, subject to the conditions set forth below, the following described land:

Both existing and new roads beginning on the Birch Creek County road in the N.E. 1/4 of section 15, T9N, R5E and following various courses and distances to the State land in the S.E. 1/4 of section 36, T9N, R4E as shown in blue on Exhibit "A" attached hereto.

Description:

The right-of-way covered by this agreement shall be of the minimum width necessary for roads of like standards, 30 feet in width, 15 feet on each side of the centerline, with such additional width as may be required for adequate protection of cuts and fills.

This easement covers a right-of-way an estimated 7 miles in length and is granted for the purpose of log hauling and related forest management activities only. Public access is specifically not included in this agreement.

This easement shall be in effect from the date signed until the completion of the State timber sale which is located in section 36, T9N, R4E_. (The planned operating period for the sale is from July 1, 1992 to August 31, 1992_.)

The Grantor has the right to suspend the agreement upon breach of any of the conditions herein. The Grantor shall notify the Grantee in writing of the reason for suspension. If the Grantee fails to take corrective actions within a reasonable time following written notification the Grantor will have the right to terminate the agreement.

Conditions:

1. Logging access will be allowed from the date signed until Aug. 31, 1992 only. Access for post sale operations, such as burning of slash piles, will be permitted verbally by the Grantor on a case by case basis.
2. If the roadway or any other improvement is damaged due to the Grantees use, it will be repaired to presale or better conditions in a timely manner.
3. The right-of-way as shown in Exhibit "A" is the only route to be used by the Grantee. Some minor reconstruction may be needed (e.g. widening of curves, installation of drainage structures, etc.) to provide for safer travel and to protect water quality.
4. If the attached Exhibit "A" indicates an area of new road construction the standards of the new construction will be shown in Exhibit "B".

5. Any areas disturbed by the new or reconstruction will be seeded with 10 pounds per acre of grass seed the spring or fall immediately following the disturbance.

6. All gates will be left as found after each passage. The Grantor will allow the Grantee to "double lock" any locked gates so that both parties will have access.

7. No hunting by the Grantee is authorized by this temporary Right-of-Way agreement.

Special Stipulations:

1. The Grantee must specifically abide by all posted speed limits along the Birch Creek Road (Hazardous blind hill). Failure to abide by this stipulation may result in immediate shut down of operations.

2. The Grantee must clear the fenceline along the North and West lines of section 36, T9N, R4E. Prior to clearing, the grantee shall pull and remove the old down fence wires and dispose of them by burying on the site. After the line is cleared, the Grantee shall relocate the section line and clear stumps along the line to facilitate reconstruction of the fence.

3. As per the attached cooperative fencing agreements, the grantee has authority to harvest and sell any merchantable products in a strip of land 50 to 60 feet wide across the section line. This material shall be considered as payment by the adjacent land owners for their 50% share of the new fence. Rather than paying stumpage to the adjacent land owners, the purchaser of the State timber sale shall pay \$1680.00 to the Galt ranch for the adjacent land owners share of the fencing. The Grantor shall be obligated to reconstruct the fence, and to claim 1/2 interest in the new fence as an improvement on the State grazing lease.

4. The Grantee shall pay a road use fee of \$1040.00 to the Galt ranch for the use of the road.

5. The Grantee shall construct new road on the Grantor's property in the west 1/2 of section 31, T9N, R5E to bypass a critical spring (stock water) area. Furthermore, the Grantee shall close the existing, rutted, road and seed it to grass.

6. Bill Galt ^{AT} Payments made to the Galt Ranch shall be made in care of Bill Galt. In item 3 above, where it is stated that the Grantor shall construct the fence, it shall be understood that Bill Galt shall be acting for the grantor.

Liability :

The Grantee agrees to assume all risk of and indemnify and hold harmless, and at its expense, defend the Grantor from and against, any claims, loss, cost legal actions, liability or expense or account of personal injury or death of any person whomsoever, including but not limited to the grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Grantor resulting partially or wholly, directly or indirectly, from the Grantees exercise of the rights herein granted, accepting only such claims, costs, damage, injury or expense which may be caused by the sole negligence of the Grantor.

The estimated volume of timber to be transported over this Right-of-Way is 200 thousand board feet. (Scribner decimal C rule.)

This temporary Right-of-Way shall go with the property if the property should be sold during the term of the agreement. It shall be the full responsibility of the Grantor to notify potential purchasers of the Grantor's property of the existence and terms of this right-of-way agreement.

By signing below the Grantor hereby certifies that they have full legal authority to grant a temporary Right-of-Way to the Grantee.

If the Grantor fails to notify the purchasers of their property of this agreement, or if it is discovered that the Grantor does not have full legal authority to grant the right-of-way, then the Grantee may hold the Grantor liable, either fully or partially for any losses, including but not limited to wages and operating expenses incurred during the preparation of the timber sale.

It is understood and agreed that the permission granted herein is not exclusive and the Grantor reserves the right to use and grant to others the right to use the roads jointly with the Grantee.

IN WITNESS WHEREOF, this temporary Right-of-Way agreement is executed on this the 15th day of April, 1992.

Grantor:

Louis R. Galt

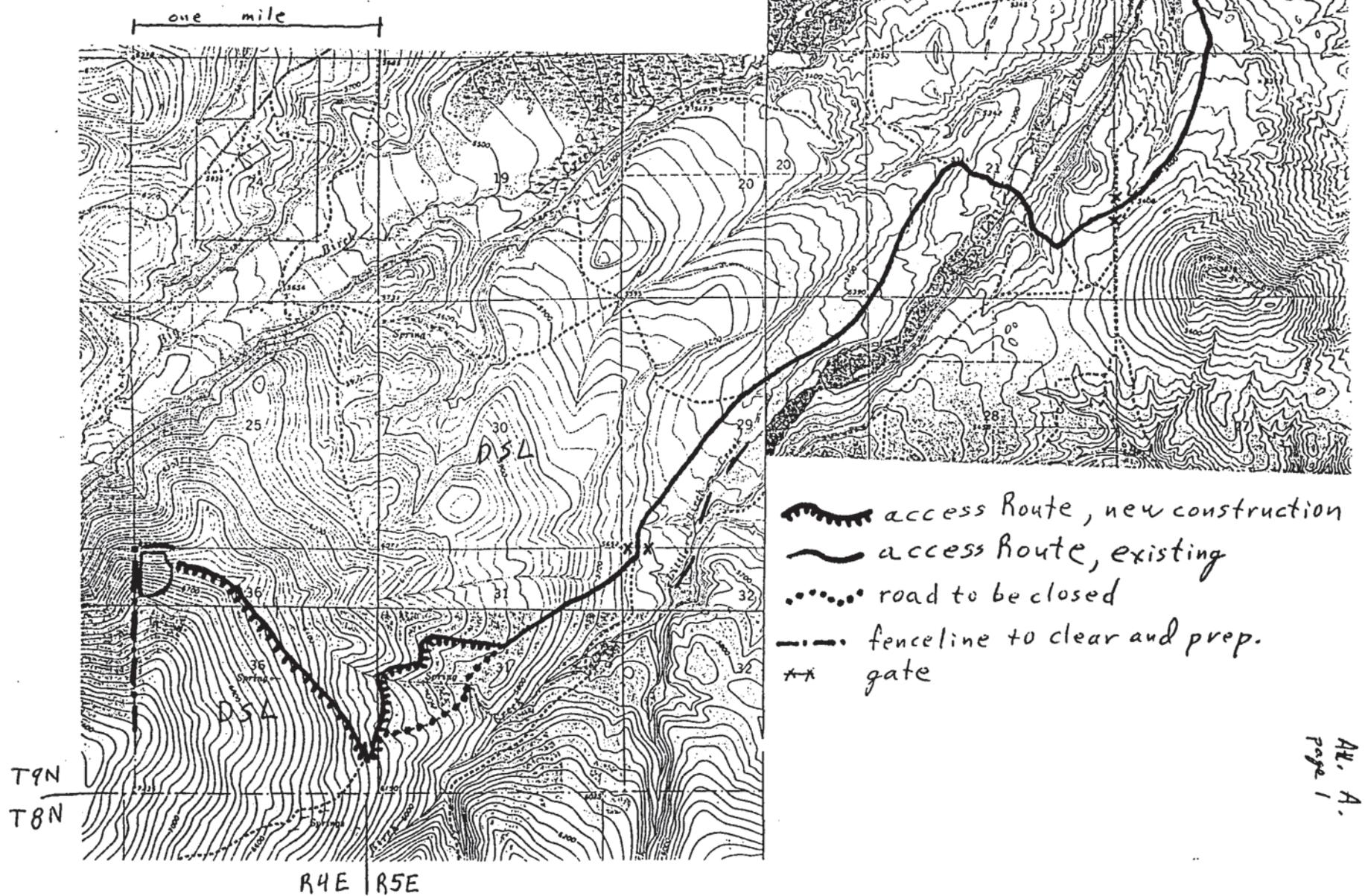
date April 8, 1992

Grantee:

David J. Bahhen
Dept. of State Lands

date April 15, 1992

Little Birch Creek Access Route
 Proposed Timber Harvest in
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 36-T9N-R4E



ATTACHMENT "B"

CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR SECONDARY HAUL ROADS

Alignment:

Minimum Curve Radius 50 ,
Except Switch Backs 50 ,

Gradient Maximum:

Favorable 8 %
Adverse 8 %
Short Pitches 10 %

Finished Road Surface:

On Tangents 14 ,
On Curves Up to 20 ,
when required by the
Forest Officer in charge

Ditches:

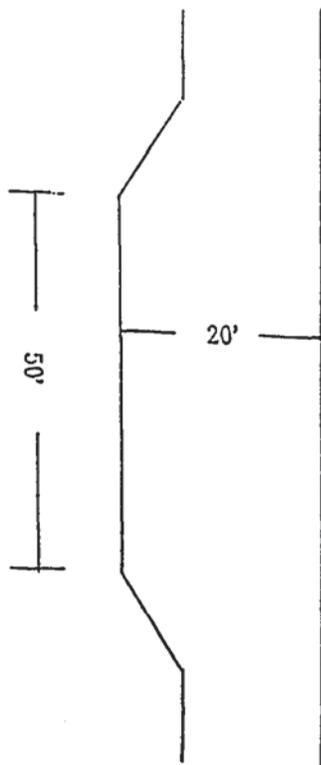
Width 2 ' Depth 1 ,
or as required in this agreement

Drainage Structures:

Bridges—Native timber unless otherwise specified.

Native culverts or corrugated galvanized metal pipe as required in this agreement.

Typical Turn-out Construction:



Grading:

Cut Slopes:
20% and less—1 to 1
20% to 50%— $\frac{3}{4}$ to 1
50% and over— $\frac{1}{2}$ to 1
or as will stand when approved by
Forest Officer in charge

Turn-outs:

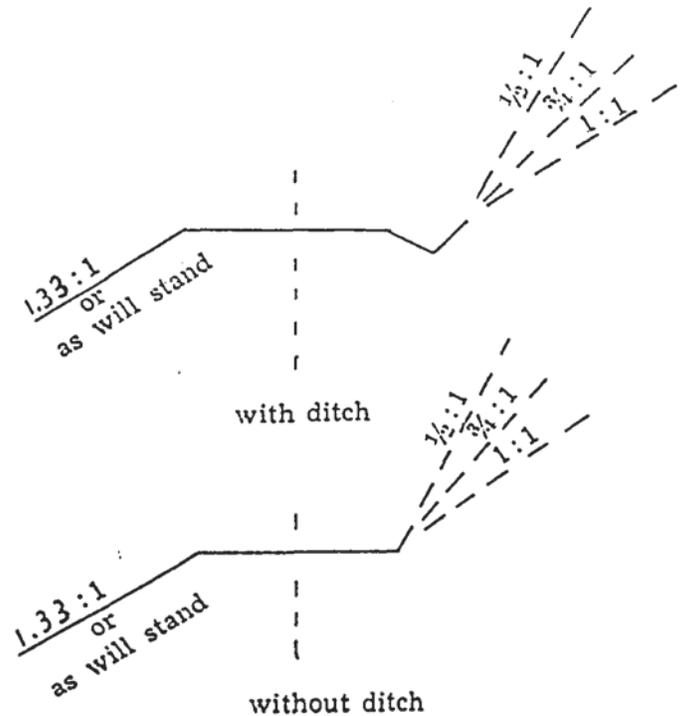
Width 20 ,
Length 50 ,
Spacing—intervisible

Clearing:

Does Not Apply

0-20% side slope _____' each side
of centerline
20-40% side slope _____' each side
of centerline
Over 40% as required and marked by
Forest Officer

Typical Cross Section



Amendment to Temporary
Right-of-Way Agreement

Whereas, Rick Buckingham has chosen to not take part in the cooperative fencing agreement, as previously planned by verbal agreement.

And whereas, the westmost 11 chains of the north section line between Sections 25 and 36, T9N, R4E are no longer planned for reconstruction.

The Grantee and the Grantor's representative (Bill Galt) agree to the following:

- 1) Under special Stipulation #3, the dollar value for fencing materials shall be reduced from \$1680.00 to \$1470.
- 2) Under special stipulation #4, the dollar value for the road use fee shall be reduced from \$1040.00 to \$910.00.

Accepted:

Grantor or Grantor's Representative

Date

Grantee

Date

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
Northeastern Land Office: Lewistown, MT (406) 538-5989

Northwestern Land Office: Kalispell, MT (406) 752-7994
Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
Sept. 19, 1991

Rick Buckingham
Box 332
White Sulphur Springs, MT 59645

Dear Mr. Buckingham:

I have started working on a cooperative agreement with the other adjacent landowners regarding a cooperative fencing agreement. I wrote up a short agreement form for all parties to sign. Please sign and return the form, I'll send you a copy for your records.

Sincerely,

A handwritten signature in cursive script, appearing to read "D.J. Bakken".

D.J. BAKKEN
Unit Forester
Helena Unit

dh

Encl.

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

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Eastern Land Office: Miles City, MT (406) 232-2034
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Northwestern Land Office: Kalispell, MT (406) 752-7994
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Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
March 17, 1992

Fred & Theresa Buckingham
Box 332
White Sulphur Springs, MT 59645

Dear Mr. & Mrs Buckingham:

I have been talking more with Bill Galt regarding the refencing proposal along the NW corner and westside of Section 36-T9N, R4E. Bill tells me that he has talked to you and that you are in agreement to the proposal as long as you can pay for it with a thin strip of your timber rather than cash. This strip of trees (50'-60' wide) should probably be removed anyway to prevent wind thrown trees from damaging the new fence.

Bill and I are hoping to get this project done this summer. The preparation of the fence strip will be done by a logger who will also harvest a small patch of timber on the state ground. Before any cutting takes place on the fenceline, I will need your authorizing signature.

Please sign the enclosed fencing agreement and return it to me. After Bill Galt and I have also signed it, I will send you a copy. If you have questions, please call me or Bill Galt.

Sincerely;

Handwritten signature of D. J. Bakken in cursive.

D. J. BAKKEN
Unit Forester
Helena Unit

jm

I have enclosed a "Cooperative Fencing Agreement" for you to review. If you have questions, please contact me. I can be reached at 406-444-3633 or by mail at the above address. If you have no questions, please sign the agreement and return it to me. I will send you a copy for your records.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. J. Bakken".

D.J. BAKKEN
Unit Forester
Helena Unit

dh

Encl.

JOHN V. POTTER, JR.
ATTORNEY AT LAW
200 SOUTH CENTRAL AVENUE
WHITE SULPHUR SPRINGS
MONTANA 59645

P. O. BOX 629
TELEPHONE 406/547-3347

September 24, 1991

Department of State Lands
Field Operations Division
8001 North Montana Avenue
Helena, MT 59601

Attn: D. J. Bakken
Unit Forester - Helena Unit

RE: Fay Makowski Cooperative Fencing Agreement

Dear Mr. Bakken:

Following our telephone conversation this morning, there is enclosed in duplicate original the proposed Cooperative Fencing Agreement signed and acknowledged by Fay Walter Makowski. As I advised you an addition has been made to paragraph 2 to make it clear there will be no further costs or expenses to Mrs. Makowski.

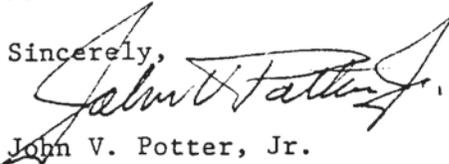
Will you please return to this office for Mrs. Makowski one of the original agreements executed by all parties.

We also discussed the possibility of Mrs. Makowski making a sale of timber on her adjacent lands for removal over the proposed road crossing State lands at the same time the road is being used for the removal of State timber. You advised this would be available to Mrs. Makowski at a \$50 access fee.

At such time as the State contract for timber sale has been let, would you please advise me of the name of the timber contractor so that Mrs. Makowski may contact him regarding possible sale of some of her timber.

Thank you for your attention to these matters.

Sincerely,



John V. Potter, Jr.

JVP/kj

Enclosures

cc: Fay Makowski

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
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Northwestern Land Office: Kalispell, MT (406) 752-7994
Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

3001 North Mont. Ave.
Helena, MT 59601
Sept. 19, 1991

Carole Conklin & Dorothy Mathis
c/o Margaret & Gerrit Van Ommen
Box E
White Sulphur Springs, MT 59645

Dear Mr. & Mrs. Van Ommen:

I am writing to you regarding property owned jointly by Carole Conklin and Dorothy Mathis (1/4 and 3/4 interest respectively). Your address was listed as the contact by the Meagher County Assessor's Office. Carole and Dorothy own the E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 35, T9N, R4E. This parcel adjoins State land in Section 36, which is leased by the Galt Ranch. I am currently working with Bill Galt on a proposal to re-fence our adjoining lines and to do some additional harvesting on the State section. The section corners and quarter corners have been relocated.

To place the new fence on the section line, it would be desirable to clear a strip of trees on Carole & Dorothy's side of the line. A strip 50' - 60' wide would create a corridor wide enough that the closest standing tree could tip over and still not reach the new fence line. A similar strip will be cut on the State side of the line. The Galt Ranch will provide the labor to install the new fence. The logger on the State land will remove the old fence and clear the fence line. The new fencing materials could be paid for through the sale of the forest products (sawlogs, posts, rails) which are present in the fence line strips on both sides of the section line. (The sale of the timber on Carole and Dorothy's side of the line alone will not offset the cost of the fencing materials.)

Are you interested in taking part in this cooperative project? The completed fenceline will be the joint property of the State's leasee and the adjacent private landowners. Installation of the fence will keep the State leasee's cattle from trespassing onto your property. The State, through negotiation of this agreement, will gain temporary access across the Galt Ranch, enabling us to harvest other timber on the State section. The only cost to the private landowners will be the timber in the 50' - 60' wide strip on their side of the line.

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
Northeastern Land Office: Lewistown, MT (406) 538-5989

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Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

8801 North Mont. Ave.
Helena, MT 59601
Sept. 19, 1991

Bentzen & Retz
4731 Irvin Square
Alexandria, VA 22312

Gentlemen:

You are listed as the owners of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 35, T9N, R4E. This parcel of your land borders State land in Section 36, T9N, R4E which is leased by the Galt Ranch. I am currently working with Bill Galt on a proposal to re-fence our adjoining lines and to do some additional harvesting on the State section. The section and quarter corners have been relocated.

To place the new fence on the section line, it would be desirable to clear a strip of trees on your side of the line. A strip 50 to 60 feet wide would create a corridor wide enough that the closest standing tree could tip over and still not reach the new fence line. A similar strip will be cut on the State side of the line. The Galt Ranch will provide the labor to install the new fence. The logger on the State land will remove the old fence and clear the fence line. The new fencing materials could be paid for through the sale of the forest products, (sawlogs, posts and rails) which are present in the fence line strips on your land and the State section. (The sale of the timber in your strip alone will not offset the cost of the 1/4 mile of fencing materials.)

Are you interested in taking part in this cooperative project? The completed fence line will be the joint property of the State's leasee and yourself. Installation of the fence will keep the State leasee's cattle from trespassing onto your property. The State, through negotiation of this agreement, will gain temporary access across the Galt Ranch, enabling us to harvest other timber on the state section. The only cost to you would be the timber in the 50' - 60' wide strip on your side of the section line.

The attached map, Exhibit A, shows the project location

_____ Date _____
Landowner of SENE Sec. 35, T9N, R4E
(Retz & Bentzen)

Subscribed and sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC FOR THE STATE OF MONTANA

(Seal)

RESIDING AT _____

MY COMMISSION EXPIRES _____

_____ Date _____
Montana Dept. of State Lands

_____ Date _____
Galt Ranch, Lessee of State Sec. 36, T9N, R4E

REVEGETATION PLAN FOR WEED MANAGEMENT
Montana Department of State Lands - Forestry Division

The Department of State lands (DSL) management objective on forested State lands is to secure the largest measure of legitimate and reasonable advantage to the school trust in the long run, while protecting the natural environment. Various silvicultural treatments are used to meet this objective. Those treatments are targeted primarily at timber production but they also affect competing vegetation, including noxious weeds. Thus, sound silviculture is the foundation of DSL's revegetation plan for weed management on State forest lands. The specific practices comprising the State's weed management efforts on State forest land are:

1. DSL will prescribe silvicultural practices intended to provide for prompt and successful tree regeneration, and maintenance of vigorous stands of timber;
2. Certified weed-free grass seed mixtures will be applied to all newly constructed and most reconstructed road cuts and fills, and road surfaces following road construction. Seed will be applied as soon as possible after construction or reconstruction and prior to spring run-off. Areas to be seeded will include all slash burn sites within a close proximity to roads and trails. In most cases it is best to reseed the disturbed areas as soon as possible and allow the burn pile areas to revegetate naturally. Grand fir, cedar and subalpine fir habitat types may not require seeding following reconstruction, because of rapid regeneration of native vegetation on these sites. The mix of plant species to be seeded will be based on site specific conditions. The mix will usually include some combination

P.O. BOX 309, 15 WEST MAIN STREET

meagher county
weed program

TELEPHONE (406) 547-3738

WHITE SULPHUR SPRINGS, MONTANA 59645

RECEIVED JAN 21 1987

January 19, 1987

Department of State Lands
Central Land Office
Helena, MT 59620

To: Garry Williams

From: Scott Fluer

Re: Approval of General Revegetation Plan.

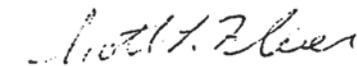
Dear Garry,

Thanks for sending me a plan on revegetation for timber sales on State Lands.

The weed board feels the general plan is adequate to on all timber sales in Meagher County. As long as we can keep the noxious weed problems in logged areas to a minimum were making great advancements on this issue. I appreciate your cooperation in Meagher County and look forward in working with you in the future.

The charcoal gulch plan looks fine. I'll inspect it next year for any noxious weed infestations.

Sincerely Yours,



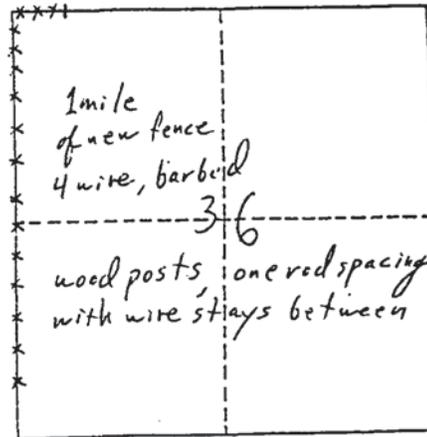
Scott L. Fluer
Meagher Co. Weed Sup.

MONTANA DEPARTMENT OF STATE LANDS
IMPROVEMENTS REQUEST FORM

To expedite the processing of requests to place improvements on state lands, please complete the following, if applicable, and indicate on the plat the location of proposed improvements.

Type of improvements; (Include type and amount of materials, number of acres, and approximate cost.)

Construct new fence in cooperation
with adjacent landowners, after
removal of timber on fence line by
proposed State timber sale. Est. fence
cost \$2720.00, 50/50 w/adjacent land
owners



Sec. 36 Township 9N Range 4E

This agreement is made upon the express condition that the lessee shall assume all liability for any injury, property damage or loss by any persons; including such loss to any employee or property of lessee, its agents, or third persons, or to the lessee, from any cause or causes arising from placing the above-described improvements on state land. Lessee shall indemnify lessor and save, protect, defend, and hold lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorney fees), causes of action, suits, claims or judgments arising from injury to person or property or resulting from or based upon lessor's ownership of the property, which is the subject of this lease, from any cause or causes arising from placing the above-described improvement on state land, and shall, at lessee's own cost and expense, defend any and all suits which may be brought against lessor, either alone or in conjunction with others, upon any such liability or claim(s). Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against lessor in any such action(s).

This request form complies with the intent of Section 77-6-301, MCA, and ARM 26.3.152, Improvements placed on state lands without approval of the Department shall not be recognized as a valid improvement and not subject to the term and condition of arbitration.

I hereby request your permission for the above-described practice.

Lessee/Licensee sent to Galt for signature Date _____

Agreement No. 5076

APPROVAL OF IMPROVEMENTS
(Department Use Only)

AREA LAND OFFICE _____
Environmental Checklist Required Yes No

RECOMMENDATIONS:

DEPARTMENT OF STATE LANDS

Management Bureau Chief

Date

DEPARTMENT OF STATE LANDS
FIELD OPERATIONS DIVISION



STAN STEPHENS, GOVERNOR

CAPITOL STATION

STATE OF MONTANA

Central Land Office: Helena, MT (406) 444-3633
Eastern Land Office: Miles City, MT (406) 232-2034
Northeastern Land Office: Lewistown, MT (406) 538-5989

Northwestern Land Office: Kalispell, MT (406) 752-7994
Southern Land Office: Billings, MT (406) 259-3264
Southwestern Land Office: Missoula, MT (406) 542-4200

8001 North Mont. Ave.
Helena, MT 59601
April 20, 1992

Dept. of Fish, Wildlife & Parks
Attn: George Liknes
P.O. Box 6609
4600 Giant Springs Road
Great Falls, MT 59406

Dear George:

Enclosed are two "124" applications for the Little Birch Creek area. Both are in ephemeral draws which feed into Little Birch Creek.

Culvert #1 is shown as intermittent on the topographic map but the reason we are relocating the road is to get above the spring where the flow actually starts.

Culvert #2 is in a slight ephemeral draw below a spring in Section 36. This draw is only barely perceptible on the topographic map.

Both sites are planned for 18" diameter metal culverts. The project would likely take place in July & August 1992.

Sincerely;

A handwritten signature in cursive script that reads "D. J. Bakken".

D. J. BAKKEN *Fof*
Unit Forester
Helena Unit

encl.

/jm

FWP Use Only
Form Letter to Applicant
Water Code: _____
Appl. No. _____

STREAM PRESERVATION ACT PERMIT APPLICATION

"Notice of Construction"
(Please Print or Type)

Address: (see reverse side)

To: MONTANA DEPARTMENT OF FISH, WILDLIFE & PARKS

Region 4-Great Falls Attn: Fish Manager
P.O. Box 6609
4600 Giant Springs Road
Great Falls, MT 59406

SPONSORING AGENCY: Dept. of State Lands
Address: 8001 N. Montana
Helena, MT 59601

Contact Person: D.J. Bakken
Title: Forester
Telephone: 444-3633

Official In Charge: D.J. Bakken
Title: Forester

Telephone: _____

PROJECT IDENTIFICATION: Project Name: Little Birch Creek Sale

Project No. _____ Waterbody: Little Birch Cr.

Location: Township 9N Range 5E Section 31 County: Meagher

Location to Nearest Town: 12 miles W - SW of White Sulphur Springs

Project Features: Bridge Culvert Other _____
 Work Bridge and Dredging _____
Removal Hydraulic Structure _____
 Bridge Demolition Channel Change _____
 Core Drill Bank Stabilization _____

Project Scheduling: Contract Letting _____
Construction Period _____ to _____

Allow sixty (60) days for application processing. A set of preliminary plans or sketches of the proposed project must accompany this application. (NOTE: Dept. of Hwy. sponsored projects require two sets of plans sent with this form to Helena FWP address.)

Plans Sketches Other Map of location

Signature _____

Date _____

