



**Montana Fish,
Wildlife & Parks**

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LEGISLATIVE ENVIRONMENTAL
POLICY OFFICE

3201 Spurgin Road
Missoula, MT 59804
July 14, 2005

Environmental Quality Council
POB 201704
Helena, MT 59620-1704

Dear EQC:

Enclosed is a decision document, checklist EA and appendices, in which FWP provides analysis and explains its rationale for deciding to enter into a cooperative habitat management agreement with the Brown Valley Ranch, involving a portion of Threemile Wildlife Management Area. The project area is located about 7 miles northeast of Stevensville, in Ravalli County. As explained in the EA and decision notice, this decision-making process is for a minor project tiered to the Management Plan and Environmental Assessment for Threemile Wildlife Management Area (1992), and was not advertised for public review.

Please feel free to contact me at 406-542-5500 with any questions or comments you may have. Thank you for your assistance.

Sincerely,

Mack Long by J F

Mack Long
Region 2 Supervisor

DECISION NOTICE
Threemile Wildlife Management Area
July 14, 2005

Proposal

Montana Fish, Wildlife & Parks (FWP) proposes to enter into a Cooperative Habitat Management Agreement with the adjacent Brown Valley Ranch. This Agreement would introduce limited cattle grazing by the Brown Valley Ranch upon approximately 300 acres of historically cultivated land on the Threemile Wildlife Management Area (WMA), to improve winter forage quality for elk. In return, the Brown Valley Ranch would adhere to a specific grazing management plan upon approximately 800 acres of their adjoining private land, to improve native vegetation and elk winter range. These properties in combination are part of the principal winter range for a migratory population of about 300 elk. The coordinated grazing system across would allow for consistent management of elk winter habitat across property boundaries, for the mutual benefit of wildlife, the public, and the private landowner.

Montana Environmental Policy Act (MEPA) Process

The concept of Cooperative Habitat Management Agreements pertaining to livestock grazing on the subject portion of Threemile WMA was described and analyzed in the Threemile Wildlife Management Area Management Plan and Environmental Assessment (1992), and received extensive public review and comment at that time. In that Plan and EA (appended), FWP committed to preparing a checklist EA to test for any site-specific considerations in implementation, which is the purpose of this document. This checklist was not advertised nor released for public review. Its usefulness stems from lending a systematic approach to the decision-making process. One notable result of this process was the adjustment of fence placement on the Threemile WMA to exclude an intermittent stream and riparian zone from the proposed cattle grazing treatment.

Decision

Utilizing the environmental assessment, a decision must be rendered by FWP that addresses the concerns and issues identified for the proposed management of wildlife habitat. In

light of internal agency review, we accept the checklist environmental assessment as final.

I have selected the proposed action as the alternative that best meets the mission and project objectives of FWP. Based on an evaluation of impacts to the physical and human environment, under MEPA, the proposed action is not a significant action; therefore, an environmental impact statement is not a necessary level of review.

The management of vegetation on Threemile WMA with periodically introduced cattle grazing will improve the forage quality of non-native grasses for wintering elk in the 300-acre pasture. By including the adjoining private land in the grazing system, and by introducing periodic rest from grazing on this land, native vegetation will benefit and provide improved forage for wintering elk. By cooperating with our neighbors to manage vegetation and elk habitat, the effectiveness of the public's investment in Threemile WMA is extended beyond its borders. Any possible conflicts between cattle presence on the WMA and public hunting recreation will occur during only one of every three Septembers, and will be confined to only about 300 acres on the more than 6,000-acre WMA.

Mack Long BJJ
Mack Long
Region 2 Supervisor
Montana Fish, Wildlife & Parks

7/14/05
Date

MONTANA FISH WILDLIFE & PARKS

MEPA CHECKLIST

PART I. PROPOSED ACTION DESCRIPTION

1. Type of Proposed State Action

Montana Fish, Wildlife & Parks (FWP) proposes to enter into a Cooperative Habitat Management Agreement with the adjacent Brown Valley Ranch. This Agreement would introduce limited cattle grazing by the Brown Valley Ranch upon approximately 300 acres of historically cultivated land on the Threemile Wildlife Management Area (WMA), to improve winter forage quality for elk. In return, the Brown Valley Ranch would adhere to a specific grazing management plan upon approximately 800 acres of their adjoining private land, to improve native vegetation and elk winter range.

2. Agency Authority for the Proposed Action

FWP purchased the 6,099-acre Threemile WMA in five transactions between 1967 and 1995, including the subject 300 acres. These purchases were funded by revenues from the sales of Montana hunting licenses (25%) and by the Pittman-Robertson federal excise tax on arms, ammunition, and archery equipment. The department may develop, operate, and maintain acquired lands or waters: (b) as lands or water suitable for game, bird, fish, or fur-bearing animal restoration, propagation, or protection (MCA 87-1-209(1)). The department is authorized to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land (MCA 87-1-209(6)).

3. Name of Project

Brown Valley Cooperative Habitat Management Agreement

4. Name, Address and Phone Number of Project Sponsor (if other than the agency)

Montana Fish, Wildlife & Parks, Region 2, 3201 Spurgin Road, Missoula, MT 59804 (406-542-5523), attn: Mike Thompson

5. If Applicable:

Estimated Commencement Date August 1, 2005

Estimated Completion Date December 31, 2009

Current Status of Project Design (% complete) 90%

6. Location Affected by Proposed Action (county, range and township)

The FWP lands to be leased to the Brown Valley Ranch are part of the Threemile Wildlife Management Area in Ravalli County, and are described as follows:

Township 10 North, Range 18 West
Section 18, portion of the S1/2 within Threemile WMA
Section 19 E1/2

The new FWP pasture would involve about 5% of the Threemile WMA, and would be entirely located north of the main entrance to the WMA. The road running from the main entrance toward the northwest corner of the WMA would enter the FWP pasture just north of the "Y" where the large, redwood sign is located. The road running from the main entrance to the southern boundary of the WMA would not enter the proposed FWP pasture at all. Three Mile Creek and the slopes leading to Three Mile Creek would be completely excluded from the FWP pasture.

The Brown Valley Ranch lands proposed for inclusion as part of the lease are adjacent to the Department lands, and are described as follows:

Township 10 North, Range 18 West
Section 30, N1/2NW1/4
Section 19 W1/2
Section 18 portion owned by Brown Valley Ranch in the SW1/4

Township 10 North, Range 19 West
Section 24, portion owned by Brown Valley Ranch
Section 25, portion owned by Brown Valley Ranch in the N1/2
Section 13, portion owned by Brown Valley Ranch in the SE1/4

7. Project Size: Estimate the number of acres that would be directly affected:

300 acres on FWP, 800 acres on Brown Valley Ranch

8. Map/site plan: attach an original 8.5" x 11" or larger section of the most recent USGS 7.5' series topographic map showing the location and boundaries of the area that would be affected by the proposed action. A different map scale may be substituted if more appropriate or if required by agency rule. If available, a site plan should also be attached.

Map is attached at the back of the draft Cooperative Habitat Management Agreement (i.e., lease document), and is appended to this EA.

9. Narrative Summary of the Proposed Action or Project including the Benefits and Purpose of the Proposed Action.

This proposed Cooperative Habitat Management Agreement is one aspect of a more comprehensive project on the Brown Valley Ranch and Threemile WMA involving the Rocky Mountain Elk Foundation, FWP's Future Fisheries Program, National Forest Foundation, Montana Noxious Weed Trust Fund, Tri-State Water Quality Council and others to improve land management practices and reduce sediment delivery in the Three Mile Creek watershed. In 2004 and 2005, FWP and the Ranch cooperated on a program of noxious weed control on both sides of the boundary separating the two properties. Two springs were developed on the WMA in preparation for this Agreement, serving one tank installed on the WMA, and one in each of the two Ranch pastures, in the grazing system. Interior fencing was installed on the Ranch to delineate the two Ranch pastures in the grazing system. Fencing to delineate the FWP pasture on the WMA will be installed in Spring 2005. A schematic of pastures and water in the grazing system is attached in the back of the draft Cooperative Habitat Management Agreement (i.e., lease), and is appended.

The stocking rate on the Ranch is determined by the landowners and based on ability to comply with the grazing system. The stocking rate on the FWP pasture will be a maximum of 100 cow-calf pairs and 5 bulls. The actual stocking rate will be lowered if experience demonstrates that it will be necessary to maintain compliance with the grazing system. Rental is calculated on the basis of 210 animal-unit-months (AUMs) on Department land at \$15.10 per AUM = \$3,171. Services to be substituted for this rental are adherence to the Grazing Formula on the Lessee's native range pastures (approximately 800 acres), responsibility for routine annual fence maintenance and repair on the WMA pasture (FWP will provide materials), and responsibility for seasonally raising and lowering the lay-down sections of the wildlife-friendly fence, which would be constructed in Spring 2005 around the WMA pasture. Salt will be placed in a container (not directly on the ground) on the WMA, and away from water, any fencelines, and any roads open to public use.

Grazing Plan (also see attached map)

Pastures	2005	2006	2007	2008	2009
WMA	^a Aug 1 - Late Sept.	Aug 1 - Late Sept.	Yearlong Rest	Early June - Aug 1	Aug 1 - Late Sept.
Brown North	Yearlong Rest	Yearlong Rest	^b Early June - Aug 1	^b Aug 1 - Late Sept.	Yearlong Rest

Pastures	2005	2006	2007	2008	2009
Brown South	Yearlong Rest	Early June - Aug 1	Aug 1 - Late Sept.	Yearlong Rest	Early June - Aug 1

^a For animal husbandry purposes, cattle will not enter the grazing system until August 1, 2005. However, for the purposes of this Grazing Plan, the August-September 2005 treatment in the WMA Pasture will be considered as a growing season treatment in order to obtain a second year of complete rest for the Brown North Pasture in 2006, where new woody vegetation will be planted with a Future Fisheries grant.

^b The fenced riparian subpasture of the Brown North Pasture will be rested to the extent possible during grazing treatment periods in 2007 and 2008, as well as during periods of yearlong rest in 2005, 2006, and 2009, to insure the initial establishment of woody vegetation plantings along Three Mile Creek as part of the Future Fisheries Project.

The WMA Pasture is approximately 300 acres in size and is vegetated with the pasture grasses that the previous owner planted after these historically cultivated grainfields were abandoned in the mid-20th century. The primary strategy for employing periodic yearlong rest in this non-native plant community is to provide residual vegetation that will extend the grazing capacity of the WMA Pasture in years when the growing season treatment is scheduled. The introduction of grazing to this pasture will improve the forage palatability and quality of "tame" grasses, which decreases to levels lower than those of native bunchgrasses in their mature and senescent phenological stages.

The Brown North and Brown South pastures support mostly native rangeland vegetation, and each is approximately 400 acres in size. This Cooperative Habitat Management Agreement will introduce a schedule of periodic rest to these annually grazed rangelands, which will benefit native plants. Both Brown pastures and the WMA Pasture constitute winter range for about 200 elk annually.

The lessee will grant FWP access to his lands included in this lease to monitor range condition, utilization and trends as needed to properly conduct and evaluate the grazing program. FWP will perform monitoring tasks on the FWP-owned pastures in this lease as well.

It is further understood that the Lessee's livestock operation includes cattle owned by others. This situation shall not be construed to be a violation of Paragraph 9 of this lease (Subleasing and Assignment). This situation is the norm for the Lessee's livestock operation and is not a result of the Lessee's cooperative management agreement with the Department. The Lessee

is in complete control of all livestock in the grazing system and assumes sole responsibility for the execution of this agreement.

10. Listing of any other Local, State or Federal agency that has overlapping or additional jurisdiction.

(a) Permits:

<u>Agency Name</u>	<u>Permit</u>	<u>Date Filed/#</u>
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N/A

(b) Funding:

<u>Agency Name</u>	<u>Funding Amount</u>
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N/A

(c) Other Overlapping or Additional Jurisdictional Responsibilities:

<u>Agency Name</u>	<u>Type of Responsibility</u>
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U. S. Fish and Wildlife Service-- FWP is accountable to the Service to ensure that management practices on properties acquired with Federal Aid are compatible with the purpose for the acquisition; i.e., to provide elk winter habitat.

11. List of Agencies Consulted During Preparation of the EA:

N/A

PART II. ENVIRONMENTAL REVIEW

[COMMENT1]1. Evaluation of the impacts of the Proposed Action including secondary and cumulative impacts on the Physical and Human Environment.

A. PHYSICAL ENVIRONMENT

1. <u>LAND RESOURCES</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
< a. Soil instability or changes in geologic substructure?		x				
b. Disruption, displacement, erosion, compaction, moisture loss, or over-covering of soil which would reduce productivity or fertility?			x			
< c. Destruction, covering or modification of any unique geologic or physical features?		x				
d. Changes in siltation, deposition or erosion patterns that may modify the channel of a river or stream or the bed or shore of a lake?		x				
e. Exposure of people or property to earthquakes, landslides, ground failure, or other natural hazard?		x				
f. Other (list)						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

The introduction of cattle to a 300-acre pasture of the Threemile WMA would increase soil compaction in areas of heavy use, such as around salt blocks and the water tank, and perhaps in habitually used bedding areas on shaded sites, which in total would involve approximately 5% of the pasture area. The addition of periodic rest from grazing on the adjacent Brown Valley Ranch would be expected to gradually reduce soil compaction and erosion variably across 800 acres of adjacent private land, as a result of reduced grazing pressure compared with the present time.

2. <u>AIR</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
< a. Emission of air pollutants or deterioration of ambient air quality? (also see 13 (c))		x				
b. Creation of objectionable odors?		x				
c. Alteration of air movement, moisture, or temperature patterns or any change in climate, either locally or regionally?		x				
d. Adverse effects on vegetation, including crops, due to increased		x				

3 Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 2 Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 2 Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

emissions of pollutants?					
e. <u>For P-R/D-J projects</u> , will the project result in any discharge which will conflict with federal or state air quality regs? (Also see 2a)		x			
f. Other					

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Air Resources (Attach additional pages of narrative if needed):

3. <u>WATER</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
< a. Discharge into surface water or any alteration of surface water quality including but not limited to temperature, dissolved oxygen or turbidity?		x				
b. Changes in drainage patterns or the rate and amount of surface runoff?		x				
c. Alteration of the course or magnitude of flood water or other flows?		x				
d. Changes in the amount of surface water in any water body or creation of a new water body?		x				
e. Exposure of people or property to water related hazards such as flooding?		x				
f. Changes in the quality of groundwater?		x				
g. Changes in the quantity of groundwater?		x				
h. Increase in risk of contamination of surface or groundwater?		x				
i. Effects on any existing water right or reservation?		x				
j. Effects on other water users as a result of any alteration in surface or groundwater quality?		x				
k. Effects on other users as a result of any alteration in surface or groundwater quantity?		x				
l. <u>For P-R/D-J</u> , will the project affect a designated floodplain? (Also see 3c)		x				
m. <u>For P-R/D-J</u> , will the project result in any discharge that will affect federal or state water quality regulations? (Also see 3a)		x				
n. Other:						

3 Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 < Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 < Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Water Resources (Attach additional pages of narrative if needed):

4. <u>VEGETATION</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Changes in the diversity, productivity or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)?		x				
b. Alteration of a plant community?			x			
c. Adverse effects on any unique, rare, threatened, or endangered species?		x				
d. Reduction in acreage or productivity of any agricultural land?		x				
e. Establishment or spread of noxious weeds?		x				
f. For P-R/D-J , will the project affect wetlands, or prime and unique farmland?		x				
g. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

The introduction of cattle to a 300-acre pasture on Threemile WMA would alter vegetation on sites with concentrated cattle use, such as around salt blocks, the water tank, and possibly habitually used bedding areas on shady sites, which in total would involve approximately 5% of the pasture area. The addition of periodic rest from grazing on the adjacent Brown Valley Ranch would be expected to gradually increase the abundance and productivity of native plants variably across 800 acres of adjacent private land, as a result of reduced grazing pressure compared with the present time.

< 5. <u>FISH/WILDLIFE</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Deterioration of critical fish or wildlife habitat?		x				
b. Changes in the diversity or abundance of game animals or bird species?			x			
c. Changes in the diversity or abundance of nongame species?			x			
d. Introduction of new species into an area?		x				
e. Creation of a barrier to the migration or movement of animals?		x				
f. Adverse effects on any unique, rare, threatened, or endangered species?		x				
g. Increase in conditions that stress wildlife populations or limit abundance (including harassment, legal or illegal harvest or other human activity)?		x				

- 3 Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
- < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
- 2 Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
- 2 Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

h. For P-R/D-J, will the project be performed in any area in which T&E species are present, and will the project affect any T&E species or their habitat? (Also see 5f)				x		
i. For P-R/D-J, will the project introduce or export any species not presently or historically occurring in the receiving location? (Also see 5d)			x			
j. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

The introduction of cattle to a 300-acre pasture on Threemile WMA would increase the palatability of non-native plants in the abandoned grain fields to wintering elk, as suggested by results of research from the subject lands, published in Thompson (1996, Winter foraging response of elk to spotted knapweed removal, Northwest Science, Vol. 70, No. 1). The addition of periodic rest from grazing on the adjacent Brown Valley Ranch would be expected to gradually increase the abundance and productivity of native winter forage for elk, and of forage and cover for native animal communities, variably across 800 acres of adjacent private land, as a result of reduced grazing pressure compared with the present time. However, the effect of these enhancements on elk and other species would be of minor benefit at the population level over the next 10 years, but may increase elk use of the WMA. The principal benefit would be in arresting any further habitat degradation on traditionally heavily grazed portions of the Ranch for the duration of the proposed action. The introduction of cattle to a small portion of Threemile WMA, located immediately adjacent to private land where cattle already graze presently and have grazed historically, would have a slight, negligible, potential for attracting depredation incidents by gray wolf.

B. HUMAN ENVIRONMENT

6. <u>NOISE/ELECTRICAL EFFECTS</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Increases in existing noise levels?		x				
b. Exposure of people to serve or nuisance noise levels?		x				
c. Creation of electrostatic or electromagnetic effects that could be detrimental to human health or property?		x				
d. Interference with radio or television reception and operation?		x				
e. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

7. <u>LAND USE</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Alteration of or interference with the		x				

3) Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 < Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 < Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

productivity or profitability of the existing land use of an area?						
b. Conflicted with a designated natural area or area of unusual scientific or educational importance?		x				
c. Conflict with any existing land use whose presence would constrain or potentially prohibit the proposed action?		x				
d. Adverse effects on or relocation of residences?		x				
e. Other: _____						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

8. <u>RISK/HEALTH HAZARDS</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption?		x				
b. Affect an existing emergency response or emergency evacuation plan or create a need for a new plan?		x				
c. Creation of any human health hazard or potential hazard?		x				
d. For P-R/D-J , will any chemical toxicants be used? (Also see 8a)		x				
e. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

9. <u>COMMUNITY IMPACT</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Alteration of the location, distribution, density, or growth rate of the human population of an area?		x				
b. Alteration of the social structure of		x				

3) Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 < Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 < Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

a community?						
c. Alteration of the level or distribution of employment or community or personal income?		x				
d. Changes in industrial or commercial activity?		x				
e. Increased traffic hazards or effects on existing transportation facilities or patterns of movement of people and goods?		x				
f. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

10. <u>PUBLIC SERVICES/TAXES/UTILITIES</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ⁴	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Will the proposed action have an effect upon or result in a need for new or altered governmental services in any of the following areas: fire or police protection, schools, parks/recreational facilities, roads or other public maintenance, water supply, sewer or septic systems, solid waste disposal, health, or other governmental services? If any, specify:		x				
b. Will the proposed action have an effect upon the local or state tax base and revenues?		x				
c. Will the proposed action result in a need for new facilities or substantial alterations of any of the following utilities: electric power, natural gas, other fuel supply or distribution systems, or communications?		x				
d. Will the proposed action result in increased used of any energy source?		x				
< e. Define projected revenue sources			x			
< f. Define projected maintenance costs.			x			
g. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

Revenue sources for water development were the Tri-State Water Quality Council, Rocky Mountain Elk Foundation, and FWP. Revenue sources for the FWP fence would be the Rocky Mountain Elk Foundation and FWP. Routine maintenance of the water system and new fences would be the responsibility of Brown Valley Ranch, using materials provided by FWP on the FWP pasture. Anticipated costs to FWP of maintaining the proposed grazing system would be about \$1,000 over the duration of the Agreement.

- 3) Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
- < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
- 4) Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
- 5) Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

< 11. <u>AESTHETICS/RECREATION</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view?		x				
b. Alteration of the aesthetic character of a community or neighborhood?		x				
<c. Alteration of the quality or quantity of recreational/tourism opportunities and settings? (Attach Tourism Report)			x			
d. <u>For P-R/D-J</u> , will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted? (Also see 11a, 11c)		x				
e. Other:						

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

The proposed introduction of cattle on a 300-acre pasture in Threemile WMA would result in cattle being present during the month of September in one year out of every three years, which would affect archers who hunt in that specific location. FWP is aware of one archer who hunts there, and predicts that a maximum of 10 archers would be affected to varying degrees by cattle sometime during the period of the proposed Agreement. Conversely, the fall greenup resulting from cattle grazing in June and July would be expected to attract elk to the proposed pasture area in one out of every three years, which would improve elk hunting for archers and rifle hunters in September-November. The addition of water to this pasture would also be expected to attract elk use in September.

12. <u>CULTURAL/HISTORICAL RESOURCES</u> Will the proposed action result in:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
<a. Destruction or alteration of any site, structure or object of prehistoric historic, or paleontological importance?		x				
b. Physical change that would affect unique cultural values?		x				
c. Effects on existing religious or sacred uses of a site or area?		x				
d. <u>For P-R/D-J</u> , will the project affect historic or cultural resources? Attach SHPO letter of clearance. (Also see 12.a)		x				
e. Other:						

3 Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 < Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 < Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Land Resources (Attach additional pages of narrative if needed):

SIGNIFICANCE CRITERIA

13. SUMMARY EVALUATION OF SIGNIFICANCE Will the proposed action, considered as a whole:	IMPACT ³				Can Impact Be Mitigated ³	Comment Index
	Unknown ³	None	Minor ³	Potentially Significant		
a. Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources which create a significant effect when considered together or in total.)		x				
b. Involve potential risks or adverse effects which are uncertain but extremely hazardous if they were to occur?		x				
c. Potentially conflict with the substantive requirements of any local, state, or federal law, regulation, standard or formal plan?		x				
d. Establish a precedent or likelihood that future actions with significant environmental impacts will be proposed?		x				
e. Generate substantial debate or controversy about the nature of the impacts that would be created?		x				
f. <u>For P-R/D-J</u> , is the project expected to have organized opposition or generate substantial public controversy? (Also see 13e)		x				
g. <u>For P-R/D-J</u> , list any federal or state permits required.		x				

Narrative Description and Evaluation of the Cumulative and Secondary Effects on Water Resources (Attach additional pages of narrative if needed):

This proposed action and checklist EA were prepared in accordance with direction and analysis presented by FWP in the *Threemile Wildlife Management Area Management Plan and Environmental Assessment* (June 9, 1992), which is appended with this checklist. Likewise, this proposed action is consistent with the intent and specific terms of the Brown Valley Conservation Easement, which FWP purchased in 1995, and which pertains to all of the subject Ranch lands located east of Three Mile Creek Road.

3 Include a narrative explanation under Part III describing the scope and level of impact. If the impact is unknown, explain why the unknown impact has not or can not be evaluated.
 < Include a narrative description addressing the items identified in 12.8.604-1a (ARM)
 < Determine whether the described impact may result and respond on the checklist. Describe any minor or potentially significant impacts.
 < Include a discussion about the issue in the EA narrative and include documentation if it will be useful.

PART II. ENVIRONMENTAL REVIEW, CONTINUED

1. Description and analysis of reasonable alternatives (including the no action alternative) to the proposed action whenever alternatives are reasonably available and prudent to consider and a discussion of how the alternatives would be implemented:

No-action is the only practical alternative to this proposal. Selection of the no-action alternative would prevent the introduction of a rest-rotation grazing system and periodic rest from grazing to the native rangelands and elk winter range on 800 acres of the Brown Valley Ranch, due to a lack of available acreage on the Ranch. Improvement of native rangelands would not be expected under this scenario, and a gradual reduction in abundance and vigor of the most palatable grasses in the most favored sites for cattle would be expected to continue in the face of annual grazing pressure. Selection of the no-action alternative would prevent the introduction of a periodic grazing treatment on 300 acres of mostly non-native hay grasses, thus precluding a treatment that would increase forage quality for elk. No-action would avoid any negative impacts to at least one archer who may hunt within the 300-acre area described by the proposed FWP pasture when cattle are present in every third September, and would preclude the roughly offsetting benefit of fall greenup after June-July grazing, which would probably attract elk to this hunting area. The no-action alternative would represent a non-response on the part of FWP to the positive land management initiatives and offers of cooperation on the part of Brown Valley Ranch to work across property boundaries toward the shared objectives of improved range management and wildlife abundance.

2. Evaluation and listing of mitigation, stipulation, or other control measures enforceable by the agency or another government agency:

N/A

PART III. NARRATIVE EVALUATION AND COMMENT

The proposed Cooperative Habitat Management Agreement furthers the objectives adopted by FWP, with the benefit of public input, in the Threemile WMA Management Plan and Environmental Assessment (June 1992), the timing of which reflects a long history from 1992 to the present time of developing cooperative working relationships with landowners adjoining the WMA who share ownership and management responsibilities for the elk winter range. The proposed grazing system would benefit native plant and animal communities on the WMA and on the Ranch, with few, minimal, and temporary negative consequences.

PART IV. EA CONCLUSION SECTION

- 1. Based on the significance criteria evaluated in this EA, is an EIS required? YES / NO If an EIS is not required, explain why the EA is the appropriate level of analysis for this proposed action:**

Based on an evaluation that the proposed action will not have a significant impact on the physical and human environment, under MEPA, the proposed action is not a significant action affecting the physical and human environment. Therefore, an environmental impact statement is not a necessary level of review.

- 2. Describe the level of public involvement for this project if any and, given the complexity and the seriousness of the environmental issues associated with the proposed action, is the level of public involvement appropriate under the circumstances?**

The concept of Cooperative Habitat Management Agreements pertaining to livestock grazing on the subject portion of Threemile WMA was described and analyzed in the 1992 Plan and EA, and received extensive public review and comment at that time. In that Plan and EA (appended), FWP committed to preparing a checklist EA at the time of implementation to test for any site-specific considerations in a particular project design, which is the purpose of this document.

- 3. Duration of comment period if any:**

N/A

- 4. Name, title, address and phone number of the Person(s) Responsible for Preparing the EA:**

Mike Thompson, Wildlife Biologist, Montana Fish, Wildlife & Parks,
3201 Spurgin Road, Missoula, MT 59804 (406-542-5523;
mthompson@mt.gov)

DESIGNATED AREA Threemile WMA
GRAZING LEASE NO. _____

**Montana Department
of
Fish, Wildlife & Parks**

THIS LEASE entered into this _____ day of June, ²⁰⁰⁵~~18~~, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is P.O. Box 200701, 1420 East 8th Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Brown Valley Ranch, whose address is 1715 Three Mile Road, Stevensville, MT 59870, hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: To maintain and enhance native rangeland and elk habitat on the Brown Valley Ranch, and enhance elk forage quality on Threemile WMA.

The Department is the owner of or has under its control, certain real property located in Ravalli County, more particularly described in "Appendix A" attached hereto & incorporated herein.

The Department, in consideration of the payment of rentals specified in this lease and the mutual agreements contained in this lease, leases the property described above to the Lessee named above for livestock grazing purposes established for the period beginning August 1, 2005 and ending December 31, 2009

The Lessee, in consideration of the lease of the property described above and the mutual agreements contained in this lease, hereby agrees to pay the rentals specified in this lease.

The parties to this lease mutually agree to the following terms and conditions:

1. **GRAZING SEASON AND CAPACITY.** The grazing season hereunder is the period beginning June 1 and ending on October 1 of the same year.

A maximum of 210 Animal Unit Months (AUM's) of grazing is permitted during each yearly grazing season. Rentals will be paid on the basis of actual AUM's grazed on the leased property.

1 Cow/Calf pair = 1.0 AUM

1 Bull = 1.0 AUM

Yearling = 0.8 AUM

1 Horse = 1.25 AUM

2. **RENTAL.** The rental is \$ N/A per AUM each year. Exchange of use
_____ Payment is to be in cash.

_____ Payment is to be in services to be rendered in the manner agreed upon and more fully set out in Paragraph 14.

ALL GRAZING RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY N/A EACH YEAR FOR GRAZING CONDUCTED DURING THAT CALENDAR YEAR. FAILURE TO PAY THE AGREED UPON RENTAL OR TO PROVIDE THE SERVICES SET OUT IN PARAGRAPH 14 BY N/A AUTOMATICALLY TERMINATES THIS LEASE. A NOTICE OF RENTAL DUE WILL BE SENT TO LESSEE AT THE ABOVE ADDRESS ONLY, UNLESS A CHANGE OF ADDRESS HAS BEEN PROVIDED IN WRITING TO THE DEPARTMENT'S LIAISON AS IDENTIFIED IN THIS LEASE.

The Department shall have a lien upon all improvements, whether movable or not, and livestock grazed upon the land for any rentals due the Department.

3. **RENTAL ADJUSTMENTS.** The Department reserves the right to determine the grazing capacity of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease the grazing capacity. If the Department determines that the grazing capacity of the leased lands should be increased or decreased, the Lessee agrees to pay an increased or decreased rental based upon the Department's determination, provided the Lessee actually grazes livestock to the level of any increased grazing capacity.

4. **LESSEE AGREES TO:**

- Use the lands in a manner that will not cause over-grazing, streambank damage or other soil erosion, according to the usual and customary course of good grazing practices.
- Use the premises only for grazing purposes. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
- Provide the Department with the number of AUM's used by Lessee on the premises for that year.
- Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
- Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
- Not commit waste or damage to the leased lands or allow any to be done.
- Comply with all applicable laws, rules and regulations in effect at the date of this lease, or which may, from time to time, be adopted.
- Indemnify and hold harmless the Department, its officers, agents and employees against any claim of damage to person or property arising out of use of the leased lands, except for any such damage caused by the negligence or willful misconduct of the Department, its officers, agents or employees.
- Immediately, upon termination or expiration of the term of this lease, peaceably surrender and deliver up the leased lands to the Department.
- Not use the leased lands or this lease agreement as collateral for credit financing, or in any way which would encumber the title to the

property herein described. Failure to comply with this provision shall automatically terminate this lease and in no way shall it be construed as to cause the Department any financial obligation or responsibility.

- k) Not disturb or remove any archaeological, historical, or other cultural features or any improvements which may currently exist, or may be found to exist, on the premises.
- l) Remedies for Unauthorized Uses and Practices - In the event the lessee violates, by the Department's determination, the grazing plan prescribed in Exhibit "B" of this lease, the lessee agrees to pay a fee equal to 3 times the number of animals found in violation of the grazing plan. This fee will be three times the AUM rental fee assigned by this lease, of \$ _____ per AUM. The Department at its sole discretion, and in addition to other remedies provided for in this lease, may require this fee of the lessee. The lessee agrees to pay this fee no later than the termination date of this lease. If this lease is renewed with the lessee in subsequent years, the Department at its sole discretion, may reduce the number of animals allowed to graze the land under this lease a multiple of three times the number of animals found in violation, for up to two years after the year of violation.

5. **PUBLIC ACCESS.** All lands leased in this agreement shall remain open to the public for hunting, fishing and other recreational activities, subject to applicable Federal and State laws and regulations.

6. **HERBICIDES AND PESTICIDES.** Lessee agrees that any use of herbicides or pesticides on the leased lands will be in compliance with all provisions of Federal and State laws regulating such substances. Any application of such substances must be approved in advance, by the Department's liaison as identified in this lease.

7. **IMPROVEMENTS.** No improvements may be placed upon the premises without prior written approval of the Department.

8. **TERMINATION.** The Department reserves the power and authority, at its discretion, to terminate this lease prior to expiration upon 60 days written notice for violation of any of the terms of this lease by Lessee. The Department also reserves the power to cancel this lease for fraud or misrepresentation, or for concealment of facts relating to its issue, which if known would have prevented its issue in the form or to the party issued; for using the land for other purposes than those specifically authorized by the lease, for any unlawful or other misuse of the lands, and for any other cause which in the judgement of the Department makes the cancellation of the lease necessary in order to do justice to all parties concerned, and to protect the interest of the Department. Notice of termination shall be deemed given upon deposit in the United States mails, addressed to the Lessee at the address shown above, unless a change of address has been provided in writing to the Department's liaison. The Lessee shall, upon termination of this lease, promptly and peaceably surrender possession and occupancy of the leased lands, leaving them in as good a condition as existed at the beginning of the term of this lease. Upon such termination, all rights of the Lessee in and to the leased lands shall cease and the Lessee shall not be entitled to any refunds of rentals paid. Termination of the lease does not terminate the Lessee's liability for rentals accruing prior to termination.

9. **SUBLEASING AND ASSIGNMENT.** Lessee shall not sublease or assign all or any part of the leased lands or assign this lease in whole or in part to any other person or entity. Such a sublease or assignment automatically terminates this lease.

10. **MODIFICATIONS.** This document constitutes the sole and entire agreement between the parties. No statements, promises or inducements made by either party which are not contained in this agreement are valid or binding unless evidenced in writing and signed by both parties; except that the provisions of Paragraph 3 may be implemented by written notice from the Department.

11. **SUCCESSORS IN INTEREST.** All terms, conditions and provisions of this lease shall be binding upon, inure to the benefit of, and be enforceable by and upon the successors in interest of the Department and the Lessee.

12. **VENUE AND APPLICABLE LAW.** Venue for any court action arising under this lease shall be in the First Judicial District in and for the County of Lewis and Clark, Montana and this lease shall be interpreted according to the laws of the State of Montana.

13. **DEPARTMENT LIAISON.** The Department designates Mike Thompson, as liaison under this lease. Lessee will make all official contacts with the Department through the liaison.

14. **SPECIAL CONDITIONS:**

see Exhibit B attached

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

Director, Montana Fish, Wildlife & Parks

Lessee

APPENDIX A

The Department lands leased to the Brown Valley Ranch are part of the Threemile Wildlife Management Area in Ravalli County, and are described as follows:

Township 10 North, Range 18 West

Section 18, portion of the S1/2 within Threemile WMA

Section 19 E1/2

EXHIBIT B

The Brown North and Brown South pastures support mostly native rangeland vegetation, and total approximately 800 acres in size. This Cooperative Habitat Management Agreement will introduce a schedule of periodic rest to these annually grazed rangelands, which will benefit native plants. Both Brown pastures and the WMA Pasture constitute winter range for about 200 elk annually.

The WMA Pasture is approximately 300 acres in size and is vegetated with the pasture grasses that the previous owner planted after these historically cultivated grainfields were abandoned in the mid-20th century. The primary strategy for employing periodic yearlong rest in this non-native plant community is to provide residual vegetation that will extend the grazing capacity of the WMA Pasture in years when the growing season treatment is scheduled. The introduction of grazing to this pasture will improve the forage palatability and quality of “tame” grasses, which decreases to levels lower than those of native bunchgrasses in their mature and senescent phenological stages.

The stocking rate on the Ranch is determined by the landowners and based on ability to comply with the grazing system. The stocking rate on the FWP pasture will be a maximum of 100 cow-calf pairs and 5 bulls. The actual stocking rate will be lowered if experience demonstrates that it will be necessary to maintain compliance with the grazing system. Salt will be placed in a container (not directly on the ground) on the WMA, and away from water, any fencelines, and any roads open to public use.

Grazing Plan (also see attached map)

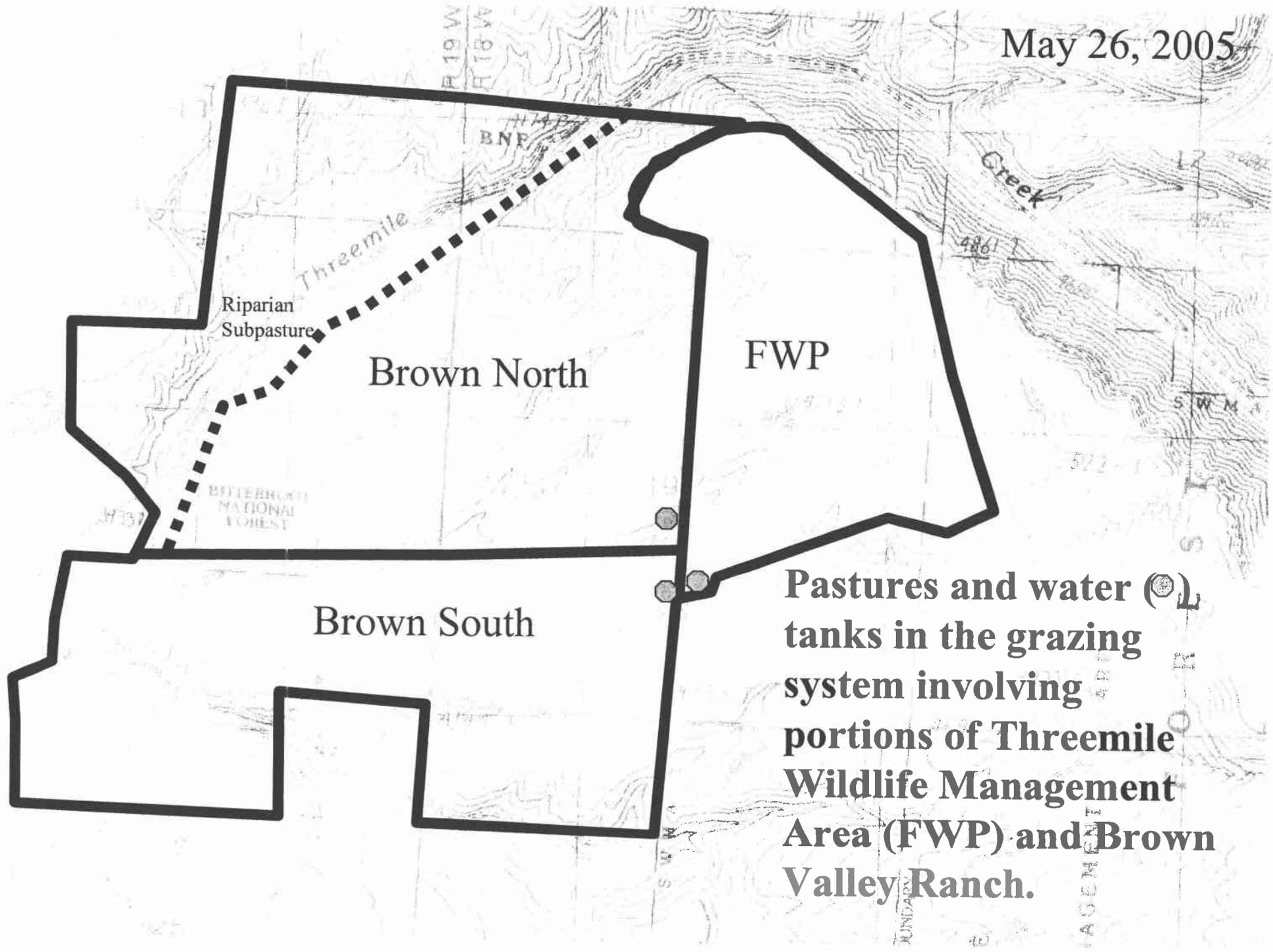
Pastures	2005	2006	2007	2008	2009
WMA	^a Aug 1 – Late Sept.	Aug 1 – Late Sept.	Yearlong Rest	Early June – Aug 1	Aug 1 – Late Sept.
Brown North	Yearlong Rest	Yearlong Rest	^b Early June – Aug 1	^b Aug 1 – Late Sept.	Yearlong Rest
Brown South	Yearlong Rest	Early June – Aug 1	Aug 1 – Late Sept.	Yearlong Rest	Early June – Aug 1

^a For animal husbandry purposes, cattle will not enter the grazing system until August 1, 2005. However, for the purposes of this Grazing Plan, the August-September 2005 treatment in the WMA Pasture will be considered as a growing season treatment in order to obtain a second year of complete rest for the Brown North Pasture in 2006, where new woody vegetation will be planted with a Future Fisheries grant.

^b The fenced riparian subpasture of the Brown North Pasture will be rested to the extent possible during grazing treatment periods in 2007 and 2008, as well as during periods of yearlong rest in 2005, 2006, and 2009, to insure the initial establishment of woody vegetation plantings along Three Mile Creek as part of the Future Fisheries Project.

Lessee will grant the Department access to his lands included in this lease to monitor range condition, utilization and trends as needed to properly conduct and evaluate the grazing program. The Department will perform monitoring tasks on Department-owned pastures in this lease as well.

May 26, 2005



Pastures and water (●) tanks in the grazing system involving portions of Threemile Wildlife Management Area (FWP) and Brown Valley Ranch.