

CHECKLIST ENVIRONMENTAL ASSESSMENT

Project Name:	1 st Peoples Buffalo Jump Easement
Proposed Implementation Date:	Dec. 2010
Proponent:	MT DNRC and FWP
Location:	NW4, N2SW4 & SWSW laying north of County Road in section 7, T20N, R2E and NE4 section 12, T20N, R1E
County:	Cascade County
Trust:	Common Schools

I. TYPE AND PURPOSE OF ACTION

Final execution of a Conservation Easement to FWP for lands to be managed as a State park in connection with the 1st Peoples Buffalo Jump State Park near Ulm, MT. (Note: The State Land Board, on February 20, 2007, already approved a 5 year purchase option between the MT DNRC and MT FWP for this easement.)

II. PROJECT DEVELOPMENT

1. PUBLIC INVOLVEMENT, AGENCIES, GROUPS OR INDIVIDUALS CONTACTED:

Provide a brief chronology of the scoping and ongoing involvement for this project.

The property in question was part of the Eustance Land Banking acquisition, which was approved by the Land Board on October 16, 2006. It was contemplated from the beginning of the acquisition process that this portion of the acquisition would eventually be managed by the MT FWP for the cultural and natural resources present. The land banking acquisition, and subsequent proposal for a conservation easement purchase option involved various levels of public notice and scoping, partially itemized below.

- Legal notices in the Great Falls Tribune and Helena I.R.
- A state wide news release
- Information on both the FWP and DNRC web sites
- Direct mailings to nearby land owners, County Commissioners, etc.

2. OTHER GOVERNMENTAL AGENCIES WITH JURISDICTION, LIST OF PERMITS NEEDED:

No permits are required for this action.

The easement purchase agreement is already in place, executed 7/11/2007 between DNRC and FWP (following approval for the agreement by the Land Board earlier in 2007.) MT FWP desires at this time to finalize the purchase option and obtain the easement. The easement application was received by DNRC in January 2010.

3. ALTERNATIVES CONSIDERED:

No Action – Under this alternative, management under the terms of the existing purchase option could continue until July 11, 2012.

Proposed action – final execution of a conservation easement to FWP, under the terms outlined in the existing purchase agreement.

III. IMPACTS ON THE PHYSICAL ENVIRONMENT

- *RESOURCES* potentially impacted are listed on the form, followed by common issues that would be considered.
- Explain **POTENTIAL IMPACTS AND MITIGATIONS** following each resource heading.
- Enter "NONE" if no impacts are identified or the resource is not present.

4. GEOLOGY AND SOIL QUALITY, STABILITY AND MOISTURE:

Consider the presence of fragile, compactable or unstable soils. Identify unusual geologic features. Specify any special reclamation considerations. Identify any cumulative impacts to soils.

Final execution of a conservation easement would have no change to geology or soil resources as compared to current management under the purchase option. Previous review indicated no adverse and possible improved protection of soil resources. During the period of the purchase option, FWP has already established grass vegetation on the previous fallow field area in the NW4 of section 7, reducing the potential for soil loss by wind erosion in that area.

5. WATER QUALITY, QUANTITY AND DISTRIBUTION:

Identify important surface or groundwater resources. Consider the potential for violation of ambient water quality standards, drinking water maximum contaminant levels, or degradation of water quality. Identify cumulative effects to water resources.

Final execution of a conservation easement would have no change to water resources as compared to current management under the purchase option.

6. AIR QUALITY:

What pollutants or particulate would be produced? Identify air quality regulations or zones (e.g. Class I air shed) the project would influence. Identify cumulative effects to air quality.

Final execution of a conservation easement would have no change to air quality resources as compared to current management under the purchase option.

7. VEGETATION COVER, QUANTITY AND QUALITY:

What changes would the action cause to vegetative communities? Consider rare plants or cover types that would be affected. Identify cumulative effects to vegetation.

Final execution of a conservation easement would have no change to vegetation resources as compared to current management under the purchase option. Permanent grass cover has already been established in the previous fallow field area of section 7.

8. TERRESTRIAL, AVIAN AND AQUATIC LIFE AND HABITATS:

Consider substantial habitat values and use of the area by wildlife, birds or fish. Identify cumulative effects to fish and wildlife.

Final execution of a conservation easement would have no change to wildlife habitat resources as compared to current management under the purchase option.

9. UNIQUE, ENDANGERED, FRAGILE OR LIMITED ENVIRONMENTAL RESOURCES:

Consider any federally listed threatened or endangered species or habitat identified in the project area. Determine effects to wetlands. Consider Sensitive Species or Species of special concern. Identify cumulative effects to these species and their habitat.

Final execution of a conservation easement would have no change to threatened or endangered species resources as compared to current management under the purchase option.

10. HISTORICAL AND ARCHAEOLOGICAL SITES:

Identify and determine effects to historical, archaeological or paleontological resources.

Final execution of a conservation easement would have no change to historical or archaeological resources as compared to current management under the purchase option. The draft conservation easement includes the following language, "Ground disturbance activities at archaeological or paleontologic investigations in any cultural or paleontologic resource on, or within, the subject parcel will adhere to a data recovery plan, and a curatorial management plan, drafted by the DNRC staff archaeologist. Cultural or paleontologic resources collected from the subject parcel remain the property of the School Trust and cannot be sold, removed or disposed of without consent of the Grantor."

11. AESTHETICS:

Determine if the project is located on a prominent topographic feature, or may be visible from populated or scenic areas. What level of noise, light or visual change would be produced? Identify cumulative effects to aesthetics.

Final execution of a conservation easement would have no change to aesthetic resources as compared to current management under the purchase option.

12. DEMANDS ON ENVIRONMENTAL RESOURCES OF LAND, WATER, AIR OR ENERGY:

Determine the amount of limited resources the project would require. Identify other activities nearby that the project would affect. Identify cumulative effects to environmental resources.

Final execution of a conservation easement would have no change to the demand for any limited resources as compared to current management under the purchase option.

13. OTHER ENVIRONMENTAL DOCUMENTS PERTINENT TO THE AREA:

List other studies, plans or projects on this tract. Determine cumulative impacts likely to occur as a result of current private, state or federal actions in the analysis area, and from future proposed state actions in the analysis area that are under MEPA review (scoped) or permitting review by any state agency.

Phase I Environmental Site Assessment for the Eustance Ranch purchase prepared for DNRC by Tetra Tech EM Inc., October 10, 2006.

Ulm Pishkun State Park, Eustance Property Conservation Easement by MT FWP in 2007.

IV. IMPACTS ON THE HUMAN POPULATION
<ul style="list-style-type: none">• <i>RESOURCES potentially impacted are listed on the form, followed by common issues that would be considered.</i>• <i>Explain POTENTIAL IMPACTS AND MITIGATIONS following each resource heading.</i>• <i>Enter "NONE" if no impacts are identified or the resource is not present.</i>

14. HUMAN HEALTH AND SAFETY:

Identify any health and safety risks posed by the project.

Final execution of a conservation easement would have no change to human health or safety as compared to current management under the purchase option.

15. INDUSTRIAL, COMMERCIAL AND AGRICULTURE ACTIVITIES AND PRODUCTION:

Identify how the project would add to or alter these activities.

Final execution of a conservation easement would have no change as compared to current management under the purchase option.

16. QUANTITY AND DISTRIBUTION OF EMPLOYMENT:

Estimate the number of jobs the project would create, move or eliminate. Identify cumulative effects to the employment market.

Final execution of a conservation easement would have no change as compared to current management under the purchase option.

17. LOCAL AND STATE TAX BASE AND TAX REVENUES:

Estimate tax revenue the project would create or eliminate. Identify cumulative effects to taxes and revenue.

Final execution of a conservation easement would have no change as compared to current management under the purchase option.

18. DEMAND FOR GOVERNMENT SERVICES:

Estimate increases in traffic and changes to traffic patterns. What changes would be needed to fire protection, police, schools, etc.? Identify cumulative effects of this and other projects on government services

Execution of the final easement would reduce demand for DNRC services (annual billing, etc.)

19. LOCALLY ADOPTED ENVIRONMENTAL PLANS AND GOALS:

List State, County, City, USFS, BLM, Tribal, and other zoning or management plans, and identify how they would affect this project.

There are no locally adopted County plans for this area. FWP does have a Park management plan, which would guide their management actions if the easement is conveyed.

20. ACCESS TO AND QUALITY OF RECREATIONAL AND WILDERNESS ACTIVITIES:

Identify any wilderness or recreational areas nearby or access routes through this tract. Determine the effects of the project on recreational potential within the tract. Identify cumulative effects to recreational and wilderness activities.

Final execution of a conservation easement would have no change as compared to current management under the purchase option.

Under the authority of the purchase option, FWP has already undertaken some signing, and initial stages for a kiosk and parking area in the northern portion of the proposed easement area. With the easement in place, management of the tracts could progress toward long term Park goals.

21. DENSITY AND DISTRIBUTION OF POPULATION AND HOUSING:

Estimate population changes and additional housing the project would require. Identify cumulative effects to population and housing.

Final execution of a conservation easement would have no change as compared to current management under the purchase option.

22. SOCIAL STRUCTURES AND MORES:

Identify potential disruption of native or traditional lifestyles or communities.

The cultural resource potential of this site was a recognized and driving issue when the parcels were acquired by the State. It is hoped that further study of the area, over time, may lead to better understanding of what is already known to be an important site for Native Americans. Previous review indicated that FWP funding sources for further study in support of the Park may be more readily available than any potential funding of this type under DNRC management. Adding this area to the operations of the 1st Peoples Buffalo Jump Park, through a conservation easement to FWP, would be a positive action supporting Native American history.

23. CULTURAL UNIQUENESS AND DIVERSITY:

How would the action affect any unique quality of the area?

The easement area includes the northern portions of the buffalo jump, an area believed to be undisturbed since its use as a kill site. This makes the site quite unique. As a conservation easement to FWP, these lands would be protected and managed for this cultural value.

24. OTHER APPROPRIATE SOCIAL AND ECONOMIC CIRCUMSTANCES:

Estimate the return to the trust. Include appropriate economic analysis. Identify potential future uses for the analysis area other than existing management. Identify cumulative economic and social effects likely to occur as a result of the proposed action.

The purchase agreement between DNRC and FWP was executed on 7/11/2007. This agreement specified a purchase option period of up to 5 years, within which time FWP could exercise the option and purchase the easement for a total of approximately \$334,400.00. (The approximate purchase price is based on \$800.00/acre for 418 acres. The purchase agreement includes a stipulation that final payment would be at the rate of \$800.00 per acre times the actual acreage which would be based upon a survey of the property boundaries.) The purchase option included payment to DNRC of \$11,704.00 annually, with those option payments applicable to the purchase price (if so exercised by FWP). If FWP were to not choose to exercise the option within the 5 year period, then any annual payments made to DNRC would be retained by DNRC.

According to DNRC records in TLMS, annual payments were received on 8/31/2007 (\$11,704), and 8/25/2008 (\$11,704). The payment billed on 7/15/2009 does not show as being paid, and there is no entry indicating that an annual bill was sent in July 2010. Per DNRC records, \$23,408 has been received. If this is correct, then the price to finalize the easement would be approximately \$310,992.00 (to be adjusted by actual surveyed acreage).

EA Checklist Prepared By:	Name: D.J. Bakken	Date: October 1, 2010
	Title: Helena Unit Manager	

V. FINDING

25. ALTERNATIVE SELECTED:

Issue easement to DFWP for inclusion of the state land into the 1st Peoples State Park

26. SIGNIFICANCE OF POTENTIAL IMPACTS:

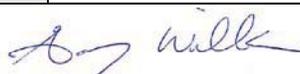
Significant impacts are not anticipated as a result of issuing the easement. The state land has archaeological and cultural importance which would be more actively managed and preserved by DFWP. This parcel of land was acquired by DNRC in 2007 with the intent and expectation an easement would be issued to DFWP for inclusion to the 1st Peoples State Park.

27. NEED FOR FURTHER ENVIRONMENTAL ANALYSIS:

EIS

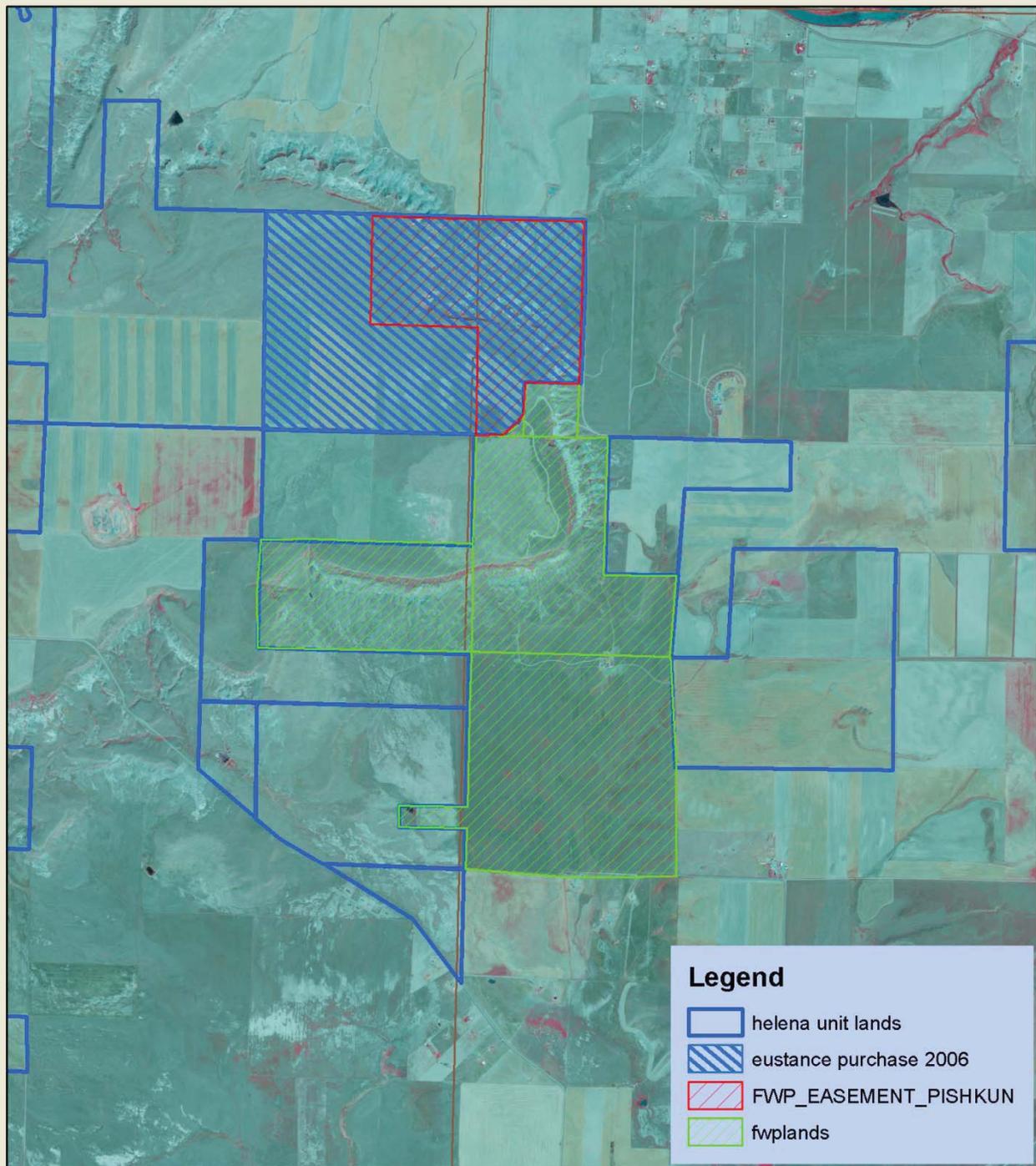
More Detailed EA

No Further Analysis

EA Checklist Approved By:	Name: Garry Williams
	Title: Area Manager, Central Land Office
Signature: 	Date: 10/1/2010

Ulm Pishkun Area

1st Peoples Buffalo Jump State Park



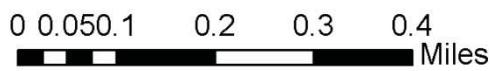
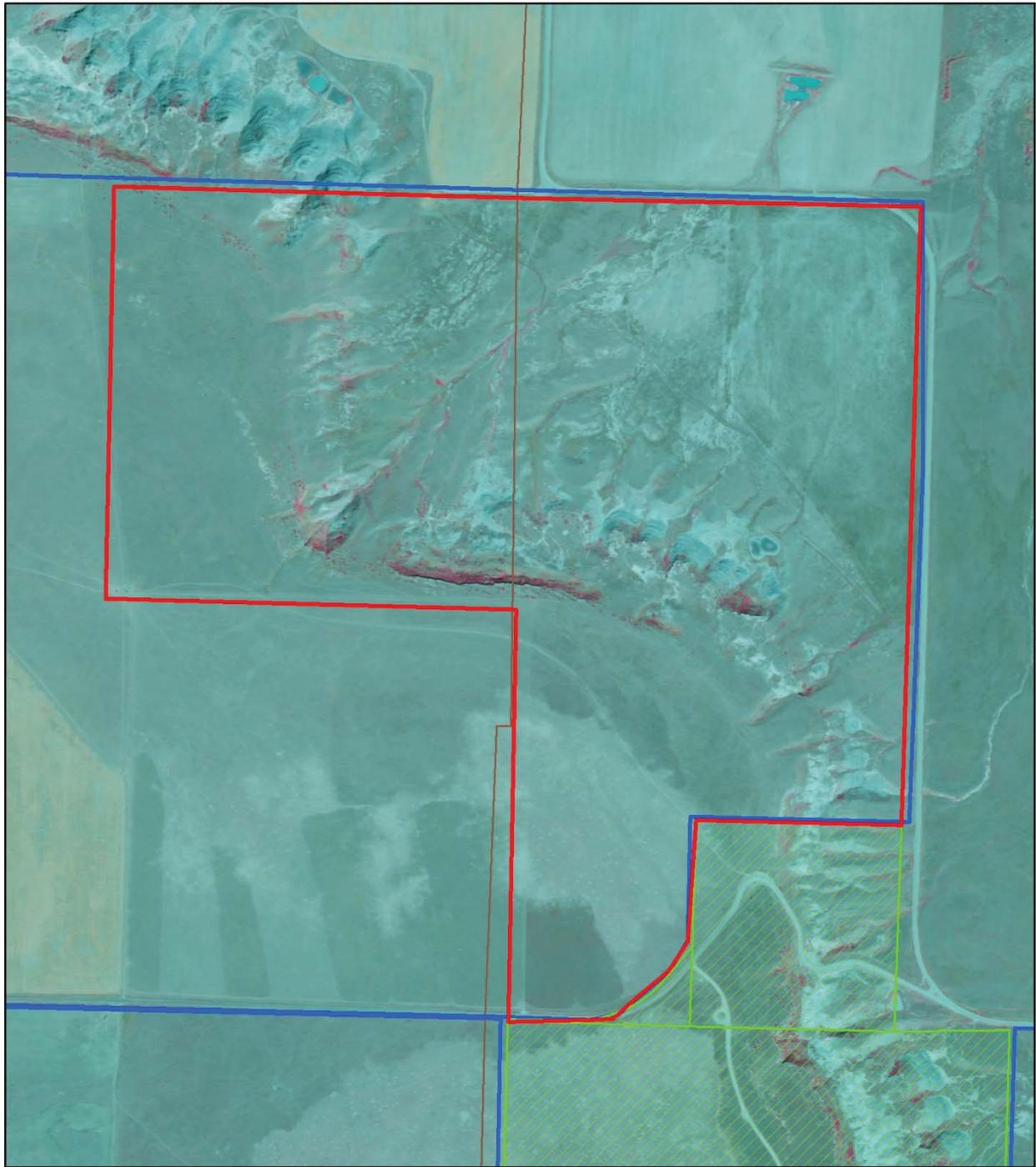
Legend

-  helena unit lands
-  eustance purchase 2006
-  FWP_EASEMENT_PISHKUN
-  fwplands



Ulm Pishkun Area

1st Peoples Buffalo Jump State Park



AGREEMENT TO PURCHASE A PERMANENT EASEMENT

This Agreement is entered into this 11 day of July, 2007, by and between the Montana State Board of Land Commissioners, whose address is DNRC, P.O. Box 201601, Helena, MT 59620-1601 (hereinafter referred to as "Seller") and the Montana Department of Fish, Wildlife, and Parks, whose address is 200701, Helena, MT 59620-0701 (hereinafter referred to as "Buyer").

WHEREAS, the Seller holds in trust for common public schools the following described real property located in Cascade County, Montana, comprising approximately four hundred eighteen (418) acres; and

WHEREAS, THE Buyer wishes to purchase and the Seller agrees to sell an exclusive park easement on and to the real property referred to above;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. **Easement Purchase Agreement.** Upon complete payment to the Seller of the purchase price set out in paragraph 2 below, Seller shall grant to Buyer a permanent park easement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, to burden the real property described below, subject to the terms and conditions of this Agreement.

2. **Purchase Price.** The total purchase price for the park easement granted shall be Three Hundred Thirty Four Thousand Four Hundred Dollars (\$334,400), based upon 418 acres at \$800.00 per acre. If a survey determines a lesser or greater amount of actual acreage, the purchase price shall be adjusted up or down depending on the actual acreage, payable in cash by no warrant transfer upon closing. The Buyer shall have the right to delay the closing upon this purchase for a period of five years. During such time, the Buyer agrees to pay Eleven Thousand Seven Hundred Four Dollars (\$11,704) per year for each year that this agreement is in effect. This annual delay payment shall be due on or before the anniversary date of this agreement in each successive year. All such annual delay payments shall be applied to the purchase price of the easement, should Buyer elect to complete the purchase.

3. **Term of Agreement.** The term of this agreement shall be for five (5) years, provided, however, that Buyer shall have the right to cancel this agreement upon thirty (30) days' notice and thereby be relieved of making future annual payments.

4. **Description of Property** The property is real property amounting to four hundred eighteen (418) acres, more or less, in the County of Cascade, State of Montana (as shown on Exhibit B and incorporated into this document by reference), and legally described as follows:

LEGAL DESCRIPTION

NW¼, N1/2SW1/4, SW1/4SW1/4 North of County Road, Section 7, T20N-R2E
NE1/4 Section 12, T20N-R2E

5. **Notice of Exercise.** Buyer may fulfill this Agreement by giving written notice thereof to Seller prior to the expiration date. Notice shall be deemed given as of the date it is deposited in the U.S. Mail, postage prepaid, and addressed as follows:

Department of Natural Resources and Conservation
Real Estate Management Bureau
1625 11th Avenue,
Helena, MT 59601

6. **Failure to Exercise.** If Buyer does not complete the Purchase, then Seller shall retain the monies paid for under this agreement and neither Party shall have any further rights or claims against the other. It is understood that the Buyer shall have no obligation to complete this Agreement.

7. **Assignment.** The Parties agree that the easement will be assignable, in whole or in part, for the purposes stated in the easement document.

8. **Terms of Sale.** The parties agree that if this agreement is exercised, then the parties shall proceed to consummate the transaction in good faith and with due diligence. Each party agrees to execute such documents and perform such acts as are customary and necessary to complete the sale. The sale shall include the following basic terms:

- a. The un-paid balance of the purchase price shall be payable at closing;
- b. Seller shall grant the easement described in Exhibit "A";
- c. No title insurance shall be required of the Seller;
- d. All recording fees shall be paid by Buyer;
- e. Each party shall bear its own legal costs;
- f. Taxes, if any, shall be pro-rated as of the date of closing;
- g. Any additional costs shall be shared equally by the parties unless those costs are incurred at the request of a party, in which case, that party shall bear those costs.

10. **Agreement Binding; Entire Agreement; Modification.** Except as

Residing at _____
My Commission Expires: _____

STATE OF MONTANA)
 : SS.
COUNTY OF LEWIS & CLARK)

On this 26th day of June, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared M. Jeff Hagener, Director, Montana Fish, Wildlife and Parks, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf and for the Montana Fish, Wildlife and Parks

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal on the day and year first-above written.

Betty L. Warren
Betty L. Warren (printed name of notary)
Notary Public for the State of Montana
Residing at Helena
My Commission Expires: 11-12-2010