

CHECKLIST ENVIRONMENTAL ASSESSMENT

Project Name:	Dearborn Ranch LUL
Proposed Implementation Date:	Summer 2004
Proponent:	Dearborn Ranch LLC
Location:	SWSE Section 36 T17N R4W
County:	Lewis & Clark

I. TYPE AND PURPOSE OF ACTION

The Dearborn Ranch wishes to obtain a Land Use License to place a portable building on State Land. The building would serve as a shelter for ranch employees during periods of inclement weather. The small building (<500 sq. ft.) would include propane heat.

II. PROJECT DEVELOPMENT

RECEIVED

1. PUBLIC INVOLVEMENT, AGENCIES, GROUPS OR INDIVIDUALS CONTACTED: Provide a brief chronology of the scoping and ongoing involvement for this project. SEP 28 2004

Proponent LEGISLATIVE ENVIRONMENTAL

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

None

3. ALTERNATIVES CONSIDERED:

1. Not issuing : would result in the "status quo", no additional income to the state, no improved convenience for the proponent.

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.

None. The area involved is the location of an old outbuilding that was removed in the past.

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. None. The site would be located away from two ponds to the north.

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.

None

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.

Some minor disturbance would occur however impact would be minimal and be limited to the footprint of the building and propane tank.

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.

None. The general area exhibits considerable deer and elk use, however the small scope of the project with it's limited use should minimize impacts.

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.

None. Some bald eagle use occurs in the general area primarily to the N. of the project along the Dearborn River. No nest sites are known or observed near the project site.

10. HISTORICAL AND ARCHAEOLOGICAL SITES:

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

None listed or observed on the project site.

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.

None.

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.

None.

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.

Grazing lease. No impact expected.

IV. IMPACTS ON THE HUMAN POPULATION

- 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.

None.

14. HUMAN HEALTH AND SAFETY:

Identify any health and safety risks posed by the project.

None.

15. INDUSTRIAL, COMMERCIAL AND AGRICULTURE ACTIVITIES AND PRODUCTION:

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

None.

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.

None.

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.

None.

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

None.

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.

None.

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.

None. The tract is remote but legally accessible via the river to the north of the project.

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.

None.

22. SOCIAL STRUCTURES AND MORES:

Identify potential disruption of native or traditional lifestyles or communities.

None.

23. CULTURAL UNIQUENESS AND DIVERSITY:

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

None.

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.

Annual rental of the site would be \$100.00. The portable nature of the building would preclude impacts to future uses.

EA Checklist Prepared By:	Name: Robert Vlahovich	Date: 7/7/04
	Title: Special Uses Coord.	

V. FINDING

25. ALTERNATIVE SELECTED:

I have selected the proposed alternative, to allow placement of a temporary structure/portable building on the state tract, to provide remote shelter for ranch personnel.

26. SIGNIFICANCE OF POTENTIAL IMPACTS:

A similar structure was here previously with no adverse effects.

27. NEED FOR FURTHER ENVIRONMENTAL ANALYSIS:

EIS
 More Detailed EA
 No Further Analysis

EA Checklist Approved By:	Name: D.J. Bakken	
	Title: Helena Unit Manager	
Signature: /S/ Darrel J. Bakken		Date: 7/14/2004

Montana Topographic Map Finder - The map is 0.61 miles wide.

Select a Map Control function, then click the Map

If you zoom in to a map less than three miles wide and a Digital Orthophoto is available for the area, you can display the photo.

Display Orthophoto
 Display 1:24,000 USGS Quadrangle



Photo Date = 08/09/1995

Map Controls

ZoomIn Zoom Factor
 ZoomOut
 New Center

Map Center Coordinates at Red +

Datum: NAD83 NAD27

Decimal Degrees
Lat 47.1809 Long -112.0484

State Plane
E 406988 N 328814

UTM Zone 12
E 420568 N 5225797

TRS T17N R4W S36

Download Orthophoto:	COBURN MOUNTAIN (sdv file)
Download 100K quadrangle:	DEARBORN RIVER

Click the small map to move the main map center.



Orthophotos are available for the blue areas.

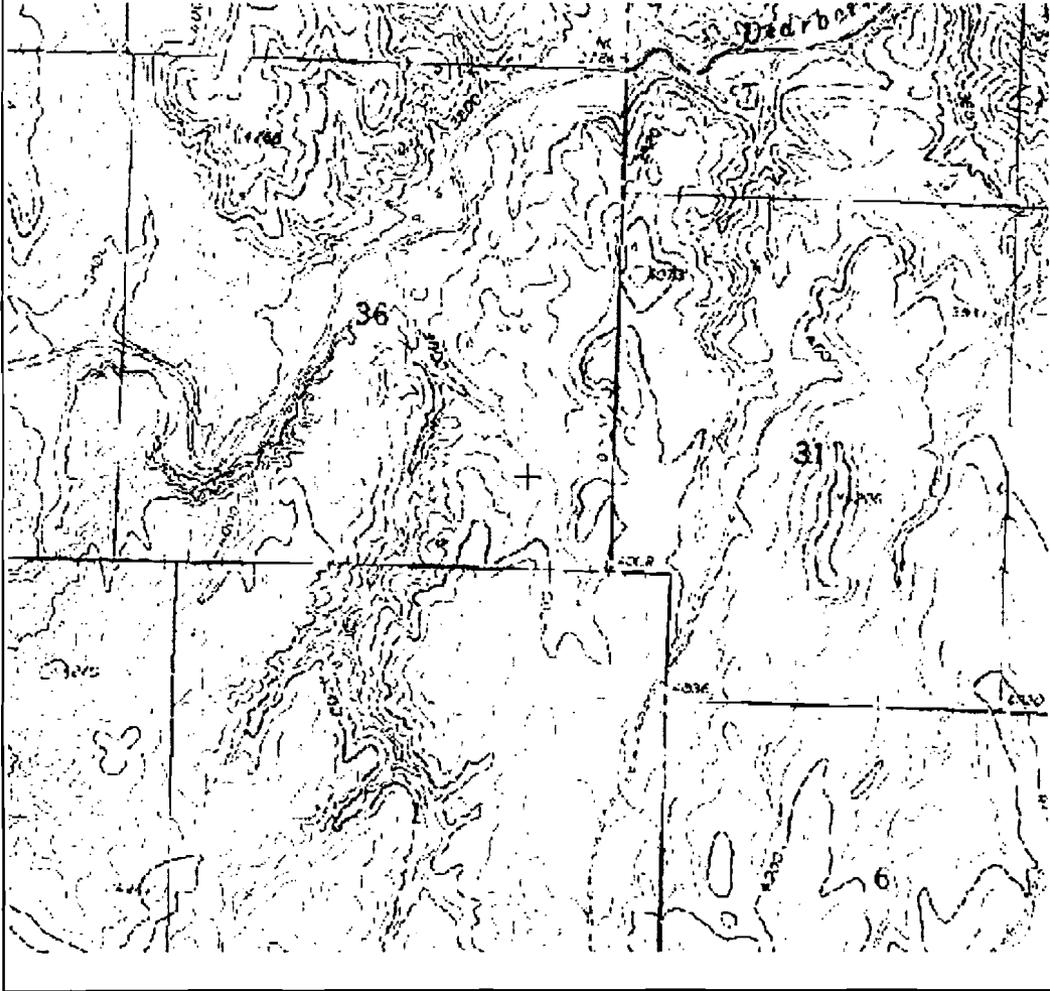
[Legend](#) | [Help](#)

[Map Size](#)
 Extra Large
 Large
 Small

Montana Topographic Map Finder - The map is 1.86 miles wide.
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Map Controls

ZoomIn Zoom Factor
 ZoomOut
 New Center

Map Center Coordinates
at Red +

Datum: NAD83 NAD27

Decimal Degrees

Lat 47.1809 Long -112.0484

State Plane

E 406985 N 328817

UTM Zone 12

E 420564 N 5225800

TRS T17N R4W S36

Download 24K quadrangle:	COBURN MOUNTAIN
Download 100K quadrangle:	DEARBORN RIVER

Click the small map to move the main map center.



Orthophotos are available for the blue areas.

[Legend](#) | [Help](#)

Map Size
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LAND USE LICENSE NO. 8464

The STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, herein grants Dearborn Ranch, LLC, c/o Rocky Harbor, 5605 Highway 287, Wolf Creek, MT 59648, herein called Licensee, a LAND USE LICENSE to occupy and use lands administered by the DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, subject to all of the terms and conditions hereof.

1. DESCRIPTION

A tract or strip of land described as follows:

Section 36, T17N, R4W

See attached map.

2. FILING FEE

A fee of Twenty-five and No/100 Dollars (\$25.00) has been paid to the Licensor prior to issuance of this Land Use License.

3. RENTAL

Beginning upon acceptance of this License, and for the term of this License, the Licensee agrees to pay in advance, an annual fee of \$100.00, due on or before July 26, 2004 for the first year and March 1 of each year thereafter.

4. DURATION

This License shall take effect upon signature of the Unit Manager, Helena Unit Office and remain in full force and effect up to and including February 28, 2014, unless terminated in accordance with Section 13 of this license.

5. LICENSED ACTIVITY

The purpose of this Land Use License is to erect and maintain a portable building to use as temporary shelter from the weather, if needed.

6. RECLAMATION OF THE LAND

The Licensee shall take all reasonable precautions to prevent or minimize damage to natural (i.e., vegetation, soil, water, wildlife), and cultural resources within the areas of the Land Use License. Upon cancellation of this License by either party to this agreement, or upon final expiration of agreement, the Licensee shall reclaim the area to the specifications of the Licensor. Such reclamation shall include, but not be limited to the elimination of all trace of disturbances, compaction, and movement of construction equipment. Licensee shall be required to reseed all disturbed areas with native species of grasses, unless other arrangements are agreed upon between the Licensor and the Licensee in writing. When any action requires disturbance, all soil materials shall be salvaged, safeguarded from loss due to wind or water erosion or machinery activity, and shall be replaced on all disturbed areas.

7. MONITORING SITES

The Licensee will maintain the area within the Land Use License in a neat and orderly manner and will allow no waste or debris to accumulate thereon.

8. WEATHER CONDITIONS

The Licensor reserves the right to restrict or preclude any surface activity during periods of adverse weather and other conditions which may contribute to accelerated erosion, fire hazard, disruption of seasonal wildlife, or any other condition which in the opinion of the Department may have an adverse effect on Trust land. Prior to commencing permitted activities, the Licensee will contact the appropriate Area Office.

9. NOXIOUS WEEDS

The Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on state-owned land. The Licensee's methods of control must be reviewed by the Department of Natural Resources and Conservation Area Field Office that has jurisdiction for that locale. The Licensee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 et.seq., as follows:

The Licensee shall notify the local weed board that is responsible for that geographical area in which the project is located. If the Licensee disturbs vegetation for any reason, Licensee shall be required to revegetate the disturbed area. The Licensee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding: fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

Failure to abide by these provisions may result in the cancellation of the License.

10. LIABILITIES

The Licensee agrees to assume responsibility for fires that may result from use of the authority given here and shall defend and save the Licensor and Licensor's Surface Lessee(s) Dearborn Ranch, LLC, Lease No. 3936, harmless from all claims and lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the subject area hereunder. The Licensee further agrees that they will be responsible for any damages to the surface lessee's property or leasehold interests that may be caused when entering, crossing, or leaving state-owned subject land.

11. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee agrees that it does not, and shall not claim at any time any interests or estate of any kind or extent whatsoever in the premise by virtue of this License or their occupancy or use hereunder.

12. SPECIAL STIPULATIONS

None.

13. TERMINATION OF LAND USE LICENSE

The Licensor reserves the right to terminate the permission hereby granted at any time by giving the Licensee no less than ten (10) days written notice of such termination, except that the Licensor may terminate the permission forthwith at any time, if Licensee fails to comply with, or abide by, each and all of the provisions hereof, or ceases to use the permission hereby granted.

Dated this _____ day of _____, 200 .

BY: _____

(Licensee/Authorized Agent)

(Department of Natural Resources and Conservation Use Only)

APPROVAL OF LICENSE

BY: _____

Unit Manager, Helena Unit

_____, 200

Date Approved