



**Montana Fish,  
Wildlife & Parks**

2300 Lake Elmo Drive  
Billings MT 59105

March 30, 2011

TO: Environmental Quality Council  
Director's Office, Dept. of Environmental Quality  
Montana Fish, Wildlife & Parks\*

Director's Office	Lands Section
Parks Division	Design & Construction
Fisheries Division	Legal Unit
Wildlife Division	Regional Supervisors

Mike Volesky, Governor's Office \*  
Sarah Elliott, Press Agent, Governor's Office\*  
Montana Historical Society, State Preservation Office  
Janet Ellis, Montana Audubon Council  
Montana Wildlife Federation  
Montana State Library  
George Ochenski  
Montana Environmental Information Center  
Wayne Hirst, Montana State Parks Foundation  
FWP Commissioner Shane Colton\*  
Montana Parks Association/Our Montana (land acquisition projects)  
Richard Moore, DNRC Area Manager, Southern Land Office  
County Commissioners  
Other Local Interested People or Groups  
\* (Sent electronically)

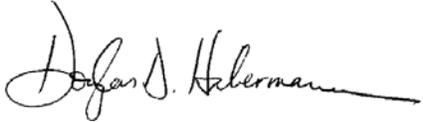
Ladies and Gentlemen:

The enclosed draft Environmental Assessment (EA) has been prepared to continue a farm and hay lease of Chief Plenty Coups State Park, and is submitted for your consideration. The lease authorizes the lessee to plant and farm crops (wheat and barley oat alfalfa) on approximately 60 acres and to cut hay on approximately 40 acres. Questions and comments will be accepted until April 30, 2011 at 5:00 PM.

If you have questions or need additional copies of the draft EA, please contact Montana Fish, Wildlife & Parks at 247-2940. Please send any written comments to the following address:

Douglas Habermann  
C/O Montana Fish, Wildlife & Parks  
2300 Lake Elmo Drive  
Billings MT 59105 or  
dhabermann@mt.gov

Thank you for your interest,

A handwritten signature in black ink, appearing to read "Douglas Habermann", with a long horizontal flourish extending to the right.

Douglas Habermann  
Regional Parks Manager  
Enclosure

**Draft  
Environmental Assessment**

**Chief Plenty Coups State Park:  
Grazing Lease Renewal**

**March 30, 2011**



# Montana Fish, Wildlife & Parks

## Draft Environmental Assessment MEPA, NEPA, MCA 23-1-110 CHECKLIST

### PART I. PROPOSED ACTION DESCRIPTION

1. **Type of proposed state action:** Montana Fish, Wildlife and Parks (FWP) proposes to renew an existing agricultural lease at Chief Plenty Coups State Park
2. **Agency authority for the proposed action:** The Department of Fish, Wildlife and Parks is the owner of the 190 acre Chief Plenty Coups State Park which was acquired under FWP's authority to acquire property for fish, wildlife and recreation pursuant to 87-1-209, Montana Code Annotated. The Department further has the authority "to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land" pursuant to 87-1-209 (7), MCA. Under FWP's Land Lease-Out Policy, the Department Director is the appropriate level of authority to provide approval for this lease-out renewal because the value of the lease-out is less than \$5,000 (see Appendix D).

3. **Anticipated Schedule:**  
The lease shall renew upon execution of the lease renewal which, pending a decision on the course of action outlined in this environmental assessment, is anticipated to be in April, 2011. This would allow the proposed lease to extend through December 2015. As part of this lease, agricultural activity shall continue as it has during the previous 5-year lease arrangement.

Anticipated FWP Director Approval – April 2011

4. **Location affected by proposed action (county, range and township):**  
Big Horn                      Township                      Range                      Section  
**TOS5                      R26E                      05**
5. **Project size -- estimate the number of acres that would be directly affected that are currently:**

	<u>Acres</u>		<u>Acres</u>
(a) Developed:		(d) Floodplain	___0
Residential	0		
Industrial	___0	(e) Productive:	
(existing shop area)		Irrigated cropland	___0
(b) Open Space/ Woodlands/Recreation	___0	Dry cropland	60
(c) Wetlands/Riparian Areas	___0	Forestry	___0
		Rangeland	___0
		Other	___0

6. **Listing of any other Local, State or Federal agency that has overlapping or additional jurisdiction. NONE**

- (a) **Permits:** N/A – no permits required.
- (b) **Funding:** Agricultural Lease:
- (c) **Other Overlapping or Additional Jurisdictional Responsibilities:**  
None

**7. Narrative summary of the proposed action or project including the benefits and purpose of the proposed action:**

The proposed action is to continue a farm and hay lease at Chief Plenty Coups State Park. This lease authorizes the lessee to plant and farm crops (wheat and barley oat alfalfa) on approximately 60 acres and to cut hay on approximately 40 acres. This lease also allows grazing of the farmland, typically to remove stubble after harvesting crops. 50% of the proceeds are dedicated to weed control on the park. This activity is allowed under the current park management plan to maintain the historic aesthetics of the park, provide an effective and economic method for vegetation management, and to reduce potential fire fuels. In Chief Plenty Coups trust deed, he directed that the “house, spring, grove and trees” and the “park and recreation grounds” be maintained “by allowing a reliable tenant the use of the remainder of this land”.

This method of managing the non-cultural areas of the park has been utilized since the 1980’s and this particular lessee has operated on the park since 2001. These areas of the park are in good condition and this proposed lease will perpetuate this good condition.

**8. Alternatives:**

**Alternative A: No Action**

Under no action, the lease expires or is re-advertised. There are benefits to retaining the current lessee, they have done a good job of maintaining the condition of the leased areas and have followed through on lease payments. They are a local family and have been easy to contact to make any required adjustments. They have provided a dependable source of funding to do weed control on the property.

**Alternative B: Proposed Action –**

FWP continues to lease the Chief Plenty Coups SP under the arrangement allowing agricultural uses excluding grazing for the benefit of the park resources.

## **PART II. ENVIRONMENTAL REVIEW CHECKLIST**

Evaluation of the impacts of the **Proposed Action** including secondary and cumulative impacts on the Physical and Human Environment.

### **A. PHYSICAL ENVIRONMENT**

1. <b><u>LAND RESOURCES</u></b> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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:		x				

The proposed action would have minimal effects on the soil conditions since there has been agricultural activities at the location for over 30 years.

2. <b><u>AIR</u></b> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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 emissions of pollutants?		x				
e. ***For P-R/D-J projects, will the project result in any discharge, which will conflict with federal or state air quality regs? (Also see 2a.)		x				
f. Other:		x				

The proposed action would not change the ambient air quality at the CPCS Park. Any dust generated from crop management activities would be short in duration and limited to the farmed area.

3. <u>WATER</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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 floodwater 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. ****For P-R/D-J, will the project affect a designated floodplain? (Also see 3c.)		x				
m. ***For P-R/D-J, will the project result in any discharge that will affect federal or state water quality regulations? (Also see 3a.)		x				
n. Other:		x				

The field farmed is not irrigated so there is no impact on surface or sub-surface water.

4. <b>VEGETATION</b> Will the proposed action result in?	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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:		x				

These agricultural lands represent no conversion, just a continuation with what is already present at the location. FWP and the lessee would continue to control weeds through the guidance of the 2008 Statewide Integrated Noxious Weed Management Plan and the 2010 Region Five Weed Management Implementation Plan..

** 5. <b>FISH/WILDLIFE</b> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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				
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:		x				

No impacts on wildlife are anticipated since the existing practices will continue.

## B. HUMAN ENVIRONMENT

6. <u>NOISE/ELECTRICAL EFFECTS</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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:		x				

The proposed action would not affect existing noise levels at the CPCS Park.

7. <u>LAND USE</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Alteration of or interference with the productivity or profitability of the existing land use of an area?		x				
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:		x				

The proposed action would continue the agricultural use of this portion of the CPCS Park and would not conflict with other uses of the Park (i.e. fishing, picnicking, walking ).

<b>8. <u>RISK/HEALTH HAZARDS</u></b>  <b>Will the proposed action result in:</b>	<b>IMPACT *</b>					
	<b>Unknown</b>	<b>None</b>	<b>Minor</b>	<b>Potentially Significant</b>	<b>Can Impact Be Mitigated</b>	<b>Comment Index</b>
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:		x				

The proposed action would not increase risks or health hazards at the CPCS Park.

<b>9. <u>COMMUNITY IMPACT</u></b>  <b>Will the proposed action result in:</b>	<b>IMPACT *</b>					
	<b>Unknown</b>	<b>None</b>	<b>Minor</b>	<b>Potentially Significant</b>	<b>Can Impact Be Mitigated</b>	<b>Comment Index</b>
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 a community?		x				
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:		x				

The proposed action would no impact on community activities or change traffic patterns within the CPCS Park.

<b>10. <u>PUBLIC SERVICES/TAXES/UTILITIES</u></b>	<b>IMPACT *</b>					
	<b>Unknown</b>	<b>None</b>	<b>Minor</b>	<b>Potentially Significant</b>	<b>Can Impact Be Mitigated</b>	<b>Comment Index</b>
<b>Will the proposed action result in:</b>						
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 use of any energy source?		x				
e. **Define projected revenue sources		x				
f. **Define projected maintenance costs.		x				
g. Other:		x				

The proposed action would have no impact to public services to the CPCS Park

<b>** 11. <u>AESTHETICS/RECREATION</u></b>	<b>IMPACT *</b>					
	<b>Unknown</b>	<b>None</b>	<b>Minor</b>	<b>Potentially Significant</b>	<b>Can Impact Be Mitigated</b>	<b>Comment Index</b>
<b>Will the proposed action result in:</b>						
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. ***For P-R/D-J, will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted? (Also see 11a, 11c.)		x				
e. Other:		x				

Since the location of the proposed action has been used for the cultivation of crops for numerous years, the continuation of the agricultural lease would not alter any new areas within the CPCS Park and not interfere with existing recreation activities at the Park. Under the proposed action, no alteration of the current landscape would occur.

12. <u>CULTURAL/HISTORICAL RESOURCES</u>	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
<b>Will the proposed action result in:</b>						
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. ****For P-R/D-J, will the project affect historic or cultural resources? Attach SHPO letter of clearance. (Also see 12.a.)		x				
e. Other:		x				

The cultural resource records of FWP indicate that Chief Plenty Coups Park is a National Historic Landmark site. Portions of the project area that are under farm contract located west of the park proper were previously surveyed for cultural resource sites. No sites were identified in this area. Buried archaeological remains surround the visitor center and Chief's house and are designated as site 24BH2179. Any ground disturbance within this site area would require archaeological excavations to mitigate project-related impacts in accordance with FWP's administrative rule 12.8.507. Because haying activities will not result in ground disturbance and will only include cutting the hay (versus the planting of it), this project should have no significant impacts on cultural resource sites.

### SIGNIFICANCE CRITERIA

13. <u>SUMMARY EVALUATION OF SIGNIFICANCE</u>	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
<b>Will the proposed action, considered as a whole:</b>						
a. Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources that 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. ***For P-R/D-J, is the project expected to have organized opposition or generate substantial public controversy? (Also see 13e.)		x				
g. ****For P-R/D-J, list any federal or state permits required.		x				

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

The terms of the lease agreement will provide the control measure for both the lessee and FWP.

**PART III. NARRATIVE EVALUATION AND COMMENT**

The action proposed by this environmental assessment is the renewal of a successful agricultural lease that covers approximately 100 acres of the 190 -acre Chief Plenty Coups State Park Site. This lease, entered into between FWP and the neighboring landowner since 2001, has maintained the current condition of the property while providing resources for weed management. FWP has not determined any adverse impacts from the lease arrangement and proposes to continue it for another 5 years.

**PART IV. PUBLIC PARTICIPATION**

**1. 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 public will be notified in the following manners to comment on this current EA, the proposed action and alternatives:

- Two public notices in the Billings Gazette.
- Public notice on the Fish, Wildlife & Parks web page: <http://fwp.mt.gov>.

Copies of this environmental assessment will be distributed to interested parties to ensure their knowledge of the proposed project.

This level of public notice and participation is appropriate for a project of this limited scope.

**2. Duration of comment period, if any.**

The public comment period will extend for (20) twenty days following the publication of the legal notice in area newspapers. Written comments will be accepted until 5:00 p.m., May 1, 2011 and can be mailed to the address below.

**PART V. EA PREPARATION**

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

The proposed action will not have a significant adverse impact on the local environment as it simply continues an arrangement that has proven beneficial for the past 10 years.

**2. Person responsible for preparing the EA:**

Susan Stewart  
Chief Plenty Coups State Park manager  
PO Box 100  
Pryor, Montana  
(406) 252-1289  
[sustewart@mt.gov](mailto:sustewart@mt.gov)

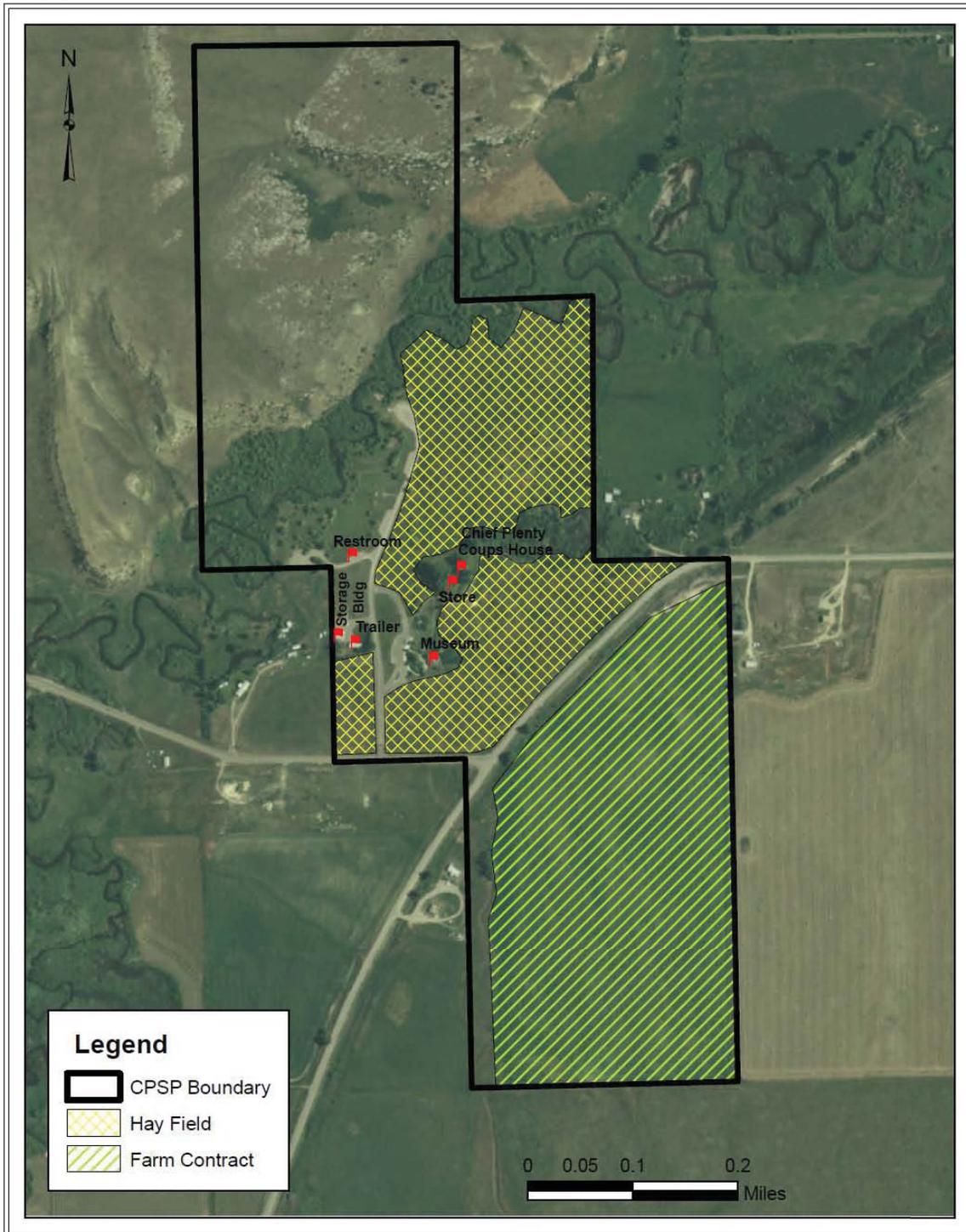
**3. List of agencies consulted during preparation of the EA:**

Montana Fish, Wildlife & Parks  
Parks Division  
Lands Bureau

**APPENDICES**

- A. Chief Plenty Coups State Park Site Map
- B. Chief Plenty Coups State Park lease agreement

# Appendix A- Site Map



Chief Plenty Coups State Park  
Pryor, Montana



## Appendix B – Chief Plenty Coups State Park Lease Agreement

Designated Area: Chief Plenty Coups State Park

Agricultural Lease No. \_\_\_\_

THIS LEASE entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 6<sup>th</sup> Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Will Kern, whose address is HC 38 Box 9 Billings, Montana 59101, hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: Control Weeds Cooperative efforts with area land owners

The Department is the owner of or has under its control, certain real property located in Big Horn 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 agricultural purposes as herein established for the period beginning January 1, 2011, and ending December, 2015.

The Lessee, in consideration of the lease of the property described above and 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. **USE OF PREMISES.** The agricultural uses allowed under this lease are more specifically described in Appendix "C" attached.
2. **RENTAL.** The rental is \$14. per acre = \$756. Hay Lease \$20 per ton each year. \$ \_\_\_\_ per AUM.  
 Payment is to be in cash.  
 50% Payment is to be in services to be rendered in the manner agreed upon and more fully set out in Paragraph 14.

**ALL RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY January 5<sup>th</sup> or before EACH YEAR FOR AGRICULTURAL USE 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, all crops growing and livestock grazed upon the land for any rentals due the Department.

3. **RENTAL ADJUSTMENTS.** The Department reserves the right to determine the types and amounts of agricultural production of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease such production. If the Department determines that the production 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.
4. **LESSEE AGREES TO:**
  - a. Use the lands in a manner consistent with good, usual, reasonable and accepted farming practices, which will not cause streambank damage or other soil erosion, according to the usual and customary course of good farming practices.
  - b. Use the premises agricultural purposes only. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
  - c. Provide the Department with a written report on or before **N/A** of each calendar year indicating the types of seed and processes used and yield or production rates for that year.
  - d. Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
  - e. Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
  - f. Not commit waste or damage to leased lands or allow any to be done.
  - g. 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.
  - h. 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.
  - i. Immediately, upon termination or expiration of the term of this lease, peaceably surrender and deliver up the leased lands to the Department.
  - j. 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 responsibly.
  - 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.
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 10 days written notice for violation for any of the terms of this lease by Lessee. The Department also reserves the power to cancel this lease for fraud or misrepresentations, 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 judgment 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 any accrued rents.

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. **VENUES 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 Susan Stewart PO Box 100 Pryor Montana 59066, 252-1289, as liaison under this lease. Lessee will make all official contacts with the Department through the liaison.
14. **SPECIAL CONDITIONS:**
  - a. Lessee will control weeds on acreage farmed. Park land adjacent to or bordering farmland will be addressed in Park weed Plan. Lessee will dedicate up to 50% of farm lease payment for weed control in other portion of park property.
  - b. Lessee is permitted to grow such crops as barley, wheat, oats or alfalfa on farm lease acreage.
  - c. Lessee may be compensated up to 50% of hay proceeds by preparing hay fields with harrow or spring tooth roller.
  - d. Appendix A map illustrates "farmland" and "hay fields" at Chief Plenty Coups State Park.
  - e. Grazing on farmland is included in farm lease with mutual agreement as to number of livestock and reimbursed to the Department at the current DNRC grazing AUM rate.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON The DAY AND YEAR FIRST ABOVE WRITTEN.

\_\_\_\_\_  
Montana Fish, Wildlife & Parks

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Department Attorney  
(As needed)