

**MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS
JOB PERFORMANCE REPORT**

STATE: Montana
PROJECT NO.: F-44-D-MA-1
JOB TITLE: East Bridge Boat Access
PERIOD COVERED: March 15, 1987 through December 31, 1988

JOB OBJECTIVE: To develop a boat launching access facility to the Yellowstone River in Billings to provide for an increase in fishing angler-days from 17,000 to 25,000 per year by 1990.

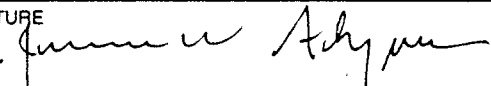
LOCATION OF WORK: Section 34, T 1 N, R 26 E, PMM. Located in Lockwood, just east of Billings, north of and adjoining U.S. Highway 87 on the east shore of the Yellowstone River.

ACCOMPLISHMENTS: All work items as shown in the AFA approach section have been accomplished, except that a car counter was not purchased. Project work is complete.

PREPARED BY:

Bobbi Balaz, Federal Aid Coordinator
March 21, 1989

f44perf

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER		a. NUMBER F-44(MA) b. DATE Year month day 19 87 2 6		3. STATE APPLICATION IDENTIFIER NOTE: TO BE ASSIGNED BY STATE		a. NUMBER MT 870204-398-X b. DATE ASSIGNED Year month day 19 87 02 05	
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		4. LEGAL APPLICANT/RECIPIENT a. Applicant Name Montana Dept. of Fish, Wildlife and Parks b. Organization Unit Montana Dept. of Fish, Wildlife and Parks c. Street/P.O. Box 1420 East 6th Ave., Capitol Station d. City Helena e. County Lewis and Clark f. State Montana g. ZIP Code 59620 h. Contact Person (Name & Telephone No.) Bobbi Balaz (406) 444-3750		5. EMPLOYER IDENTIFICATION NUMBER (EIN)		6. PRO-GRAM (From CFDA) a. NUMBER 15 * 6 0 5 b. TITLE DJ Fisheries Restoration		7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) EAST BRIDGE BOAT ACCESS	
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Yellowstone County		10. ESTIMATED NUMBER OF PERSONS BENEFITING 25,000		11. TYPE OF ASSISTANCE A—Basic Grant B—Supplemental Grant C—Loan D—Insurance E—Other Enter appropriate letter(s) A		12. PROPOSED FUNDING a. FEDERAL \$ 20,250 .00 b. APPLICANT .00 c. STATE 6,750 .00 d. LOCAL .00 e. OTHER .00 f. Total \$ 27,000 .00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT 1 b. PROJECT 2 15. PROJECT START DATE Year month day 19 87 3 15 16. PROJECT DURATION 12 Months 18. DATE DUE TO FEDERAL AGENCY Year month day 19	
14. TYPE OF APPLICATION A—New B—Renewal C—Revision D—Continuation E—Augmentation Enter appropriate letter A		17. TYPE OF CHANGE (For 14c or 14e) A—Increase Dollars B—Decrease Dollars C—Increase Duration D—Decrease Duration E—Cancellation N/A Enter appropriate letter(s) 		19. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE) U.S. Fish and Wildlife Service b. ADMINISTRATIVE CONTACT (IF KNOWN) Federal Aid c. ADDRESS P. O. Box 25486 Denver Federal Center Denver, Colorado 80225		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER N/A		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE February 4, 1987 b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>		23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE James W. Flynn Director b. SIGNATURE 		24. APPLICATION RECEIVED 19 Year month day		25. FEDERAL APPLICATION IDENTIFICATION NUMBER	
26. FEDERAL GRANT IDENTIFICATION		27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00 <i>Same as # 12 above</i>		29. ACTION DATE Year month day 19 MAR 9 1987 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Jerry J. Blackard 303 - 236-7392 <i>Ralph L. Page Acting Chief, Division of Federal Aid</i>		30. STARTING DATE Year month date 19 32. ENDING DATE Year month date 19 33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV—REMARKS (Please reference the proper item number from Sections I, II or III, if applicable)

Section 1

Item 7. Project Description

This project provides for the construction of motorboat access facilities and associated amenities at the East Bridge site in Billings MT on the Yellowstone River within Yellowstone County, to enhance sport fishing opportunities.

12. Proposed Funding

The costs listed are for direct costs only. Negotiated indirect costs will not be charged because this is a capital project.

No program income will be generated.

Project documents are approved with the understanding that the lease agreement be signed by all parties prior to the initiation of construction.

STATE: Montana
PROJECT: East Bridge Boat Access

ENVIRONMENTAL CONSIDERATIONS

An Environmental Assessment of activities covered by this project was deemed unnecessary since the size and limited extent of the work falls within the guidelines for categorical exclusion as published by the U.S. Fish and Wildlife Service (FWS) in Vol. 47, No. 127 of the Federal Register. Page 28842, Section 1.4.B(3).

The limitations for categorical exclusions as listed on pages 34-35 of "NEPA in Federal Aid Proposals - Guidance to the States," FWS, September 1980, were considered, and it was determined that there are no conflicts.

In arriving at this decision, the following items were considered:

1. Floodplain Management, E.O. 11988

The proposed site location is within the 100 to 500 year floodplain as identified on the National Flood Insurance Program Rate Map for Yellowstone County, Montana - Panel Number 300142 1030 A (effective date November 18, 1981). The site is protected by fill materials used in the development of road grade and bridge stabilization. No additional modification to the riverbed is proposed. If flooding would occur little damage would result at the site and proposed facilities.

2. Protection of Wetlands, E.O. 11990

The proposed work will not occur in or result in modification of a wetland environment.

3. Farmland Protection Policy Act, P.L. 97-98

Since the proposed area has been extensively disturbed over the years by underground water and fuel line and overhead telephone line placement, little vegetation exists and prime farmland will not be altered or affected. A few cottonwood trees are growing on the site and will be retained. After final construction, possibilities will exist to improve the area visually with tree and ground cover plantings.

4. Historical and Cultural Preservation

It is anticipated that this project will not have any impact on historical or cultural resources. However, it is currently being renewed by the State Historic Preservation Office to determine whether a survey will be required and whether it would have any adverse effect on historic or cultural resources or properties enrolled in or eligible for inclusion in the National Register of Historic Places. The SHPO response will be forwarded to FWS and appended to this application as soon as it is available.

5. Endangered Species Act of 1973

The bald eagle and peregrine falcon, both endangered species, use the Yellowstone River drainage as a wintering and roosting area. Eagle numbers on the Billings to Laurel reach of the river total less than five. Falcon numbers are unknown. There are no nest sites within a mile of this site. As this site is extremely small and located adjacent to the Billings urban area, no anticipated impacts are expected to these endangered species.

Activities covered by this project will not have any impact on any other federally listed endangered or threatened species or their designated critical habitats. These other species considered include: black-footed ferret, gray wolf, grizzly bear, eskimo curlew, interior least tern, piping plover, and whooping crane.

6. State Clearinghouse, E.O. 12372

The proposed project has been submitted to the State Clearinghouse for the required 30-day review. If any comments are received they will be forwarded to FWS for consideration and appended to this Application.

PROGRAM NARRATIVE

State: Montana

Project Title: East Bridge Boat Access

Development: Billings East Bridge Boat Access, Yellowstone County, Montana

I. Need

There is currently no boat launching facility, public or private, in the Billings area that provides access to the Yellowstone River. Public access areas owned by the Montana Department of Fish, Wildlife and Parks (FWP) are located 30 miles west of Billings (Buffalo Mirage Fishing Access Site) and 40 miles to the east of Billings (Captain Clark Fishing Access Site). The Buffalo Mirage site has a natural boat launch area, but is limited greatly by deposition of gravel. It is not considered a very useable access point by boaters.

Fishing pressure in the Billings-Laurel area of the Yellowstone River is moderately heavy in spite of relatively poor fishing. Proximity of the river to a large population base offsets habitat problems caused by municipal and industrial effluents. Power boating recreation opportunities in south central Montana are scarce and the few bodies of water suitable receive extremely heavy use. The Billings-Laurel reach of the Yellowstone River is lightly used by boaters due to poor access. Significant increases in fishing and boating use of the river would occur if access was improved. The availability and suitability of acquiring an access near Billings has been difficult because few sites acceptable for boat launching are found in this reach due to river channel instability.

In recent years an increasing number of power boats has resulted in greater river use. Groups such as the Montana Jet Boaters Association, Billings Boat Club, Billings Rod and Gun Club and Walleyes Unlimited of Montana have organized to pressure the Department into providing additional access in the Billings area.

The East Bridge proposal is a tract of privately owned land that could meet many of the needs described. Boating access is currently being allowed on the site but use is limited due to poor launching conditions.

II. Objective

To develop a boat launching access facility to the Yellowstone River in Billings to provide for an increase in fishing angler-days from 17,000 to 25,000 per year by 1990.

III. Expected Benefits

The Yellowstone River in the Billings-Laurel area currently receives approximately 17,000 angler-days of fishing pressure per year. Although fishing pressure is expected to rise 12 percent statewide by 1990 the increase would be much larger on this reach of the Yellowstone if access was improved. With improved access at Billings

and Laurel, a goal of 25,000 angler-days of fishing pressure by 1990 is realistic. Fisheries management plans for the period 1987-92 call for expanding fishing opportunities near Billings, Montana's largest urban area. Research and management efforts on the Yellowstone River will be increased. Acquisition and development of new access points near Billings and Laurel would be a significant step toward increasing fishing opportunities.

IV. Approach

The Department of Fish, Wildlife and Parks will enter into an agreement with the Lockwood Water Users Association for the right to use their land for the development of a boat launching facility by the Department for a period of 25 years, with an additional 25 year option. A copy of the draft agreement is included as Exhibit A. After FWS approval of the project is received, FWP will execute the final agreement and forward a copy to FWS.

The site encompasses about 1 acre. As noted in section I, limited boating access is currently allowed but no development has occurred.

Construction plans include (figures are estimates pending development of final construction plans):

1. Roadwork
 - a. Entry road
 - b. Cul-de-sac
 - c. Parking--18 spaces
 - d. Boat ramp
 - e. Boat ramp planks
2. Fencing
 - a. 6' chain link
 - b. Gate
3. Signing

Final plans and specifications for the project will be developed by the State appointed engineering consultant, in conjunction with FWP engineering staff. Final inspection will be the responsibility of the Department of Administration, Architecture and Engineering Division, and the FWP Design and Construction Bureau.

The construction will be done by a private contractor to be selected through the Department of Administration, Architecture and Engineering Division using the state competitive bid process.

All state and federal permits such as the Montana Stream Protection Act and the U.S. Army Corps of Engineers Section 404 will be the responsibility of FWP. Credit signs will be posted to identify the project as having been supported by federal aid dollars.

Estimated Cost

1.	Roadwork	
a.	Entry road	\$ 6,718
b.	Cul-de-sac	672
c.	Parking	2,660
d.	Boat ramp	2,100
e.	Boat ramp planks	750
2.	Fencing	
a.	Chain link	6,300
b.	Gate	800
3.	Signing	<u>2,000</u>
	Subtotal	\$22,000
	Engineering, Testing and Inspection	<u>5,000</u>
	Total	<u>\$27,000</u>

Maintenance of Facilities

This proposed facility would receive the same level of maintenance as other FWP facilities. Routine maintenance will be scheduled at the site on a weekly basis and yearly inspections will be conducted to evaluate facility conditions. Maintenance responsibility at this site will be with the Regional Supervisor in FWP Region 5. Maintenance cost is estimated to be approximately \$600 per year. State funds will be used for these costs.

Car counter equipment and surveys will be utilized to monitor use. FWP game wardens will patrol the park to monitor regulation compliance.

V. Location

The proposed project site is located at:

Township 1 North, Range 26 East, M.P.M.

Section 34: Lot 5, A portion of Tract 3A containing 1.282 acres more or less. More particularly described on the attached Exhibit B.

Also included is a Vicinity Map, Exhibit C; a Location Map, Exhibit D; and a Site Map, Exhibit E.

VI. Principal Personnel

The principal FWP personnel involved in this project include: Roger Fliger, R-5 Regional Supervisor; Ray Berntsen, R-5 Parks Program Manager; Steve McMullin, R-5 Fisheries Manager; and Dick Mayer, Design and Construction Bureau Chief, Helena.

VII. Schedule

Project clears SHPO, Clearinghouse, and FWS

March 1987

Easement executed, permits approved and
contract awarded

August 1987

Construction completed

November 1987

Project close out

March 1988

VIII. Cooperators/Outside Funding

The Department and the property lessor, the Lockwood Water Users Association, will jointly participate in the cost of fencing the site.

IX. Relation to other Federal Projects

The development as proposed in this application is not related to any other federal project.

X. Statement of Assurances

FWP will comply with the Statement of Assurances, included in Exhibit F.

XI. Exhibits

Attached are:

- Exhibit A: Lease Agreement (Draft)
- Exhibit B: Legal Description
- Exhibit C: Vicinity Map
- Exhibit D: Location Map
- Exhibit E: Site Map
- Exhibit F: Statement of Assurances

210/12



State of Montana
Office of The Lieutenant Governor
Helena 59620
(406)444-3111

GEORGE TURMAN
LIEUTENANT GOVERNOR

February 5, 1987

Ms. Bobbi Balaz
MT Department of Fish,
Wildlife and Parks
1420 East 6th Avenue
Helena, MT 59620

RE: East Bridge Boat Access - Yellowstone County
Montana State IGR Clearinghouse SAI No. MT870204-398-X

Dear Ms. Balaz:

The above-captioned application for federal financial assistance has been received. In order to provide notification to parties that may be interested in review and/or comment on the proposal, it will be listed in the next Inter-governmental Review Bulletin issued from this office.

Any inquiries or comments regarding the proposal will be directed to you. Please provide copies of the enclosed suggested review form to potential reviewers, those you feel should be invited to comment, as well as to any who may request the opportunity to do so. Copies of any comments received and a copy of this letter should be submitted to the federal funding agency with the application papers, or forwarded to them to be attached if they are received after the application has been sent in. We have requested that comments be returned by March 4, 1987, and that copies be sent to the Clearinghouse for our files.

The Clearinghouse intends to take no further action on this proposal.

Sincerely,

Sue Heath

SUE HEATH
Clearinghouse Manager

Enclosure

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 21st day of April, 1987, between the LOCKWOOD WATER USERS ASSOCIATION, 1644 OLD HARDEN ROAD, Billings, Montana 59101, hereinafter called "Lessor"; and STATE OF MONTANA, DEPARTMENT OF FISH, WILDLIFE AND PARKS, Capitol Station, Helena, Montana 59620, hereinafter called "Department";

WITNESSETH:

That the Lessor is the record owner and in possession of certain real property, located in Yellowstone County, Montana, described as:

Yellowstone County, Montana

Township 1 North, Range 26 East M.P.M. Section 34: Lot 5, A
portion of Tract 3A containing 1.282 acres more or less
More particularly described on the attached Exhibit "A"

That the Department is desirous of entering into a Lease Agreement for the use of the above property as a public boat ramp with its related uses for parking and picnicking; therefore, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Term of Lease:** The term of this Lease Agreement shall be for a twenty (20) year period with the right of renewal for additional five (5) year periods as provided in paragraph 12.
2. **Payment:** The Department shall make a one-time payment in full of \$10.00 for the full term of this Lease Agreement and an additional \$10.00 payment for each renewal period.
3. **Use of Premises:** Use of the property is as a public boat ramp and fishing access site with its related uses for parking, sanitary facilities, picnicking and as needed for public fishing access site. The Department shall assume management responsibility and costs for the operation and maintenance of the facilities provided by the Department, as follows:
 - a. Routine garbage collection, pumping of the toilets, general cleanup of the recreation area and general maintenance of the facilities.
 - b. The property will be operated as a day use area and no overnight camping will be allowed.
 - c. There shall be no commercial use made of the property.
 - d. Law enforcement of Department regulations on the property administered by the Department as a recreation facility.
 - e. Construction of the Department facilities will not interfere with the Lessor's current or future projects. Construction of Department facilities will be coordinated between parties.

f. Use of the property will not be an exclusive use, it will allow for access across the property for operation and maintenance purposes of the adjoining land by Lessor and to the south of the leased site for access to the irrigation facilities and pumping station.

g. The Department shall erect appropriate signs to keep the public from interfering with the use of Lessor's water treatment plant.

4. **Fencing:** The Department shall construct and maintain a perimeter fence as agreed to by the Lessor and the Department. Future fencing will be provided by the Department as needed to fence Lessor's improvements from public trespass. The perimeter fence shall consist of an eight foot high security fence with a 16 foot gate on the south end and a 12 foot gate going into the treatment plant as shown on the attached Exhibit "B".

5. **Compensation for Improvements:** If terminated before the term of this Agreement at the Lessor's discretion, the Lessor will compensate the Department for the costs of its improvements.

6. **Assignability:** The Department shall not sublet, or relinquish said premises to any other person or organization, however, this Lease Agreement shall be binding upon the Lessor, its assigns, heirs, executors, administrators, and successors.

7. **Risk of Loss:** The Department assumes all risk of loss and shall indemnify and hold harmless and at its expense defend the Lessor from and against any and all claims, losses, costs, attorney fees, legal actions, liability, or expense on account of personal injury or death of any persons, or damage to or destruction of property to whomsoever belonging, including but not limited to, Lessor's property resulting partly or fully directly or indirectly from the Department's exercise of the rights herein granted, excepting only such claims, cost, damages, injuries, or expenses, which may be caused by the negligence of the Lessor.

8. **Notice:** Any notice to be given hereunder shall be in writing and shall either be served upon the party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party set forth on the first page of this Lease. Notice served by mail shall be deemed complete when deposited in the United States mail. A party wishing to change his designated address shall do so by notice in writing to the other party.

9. **Termination:** This Lease Agreement shall terminate and all rights of the Department shall cease if the Department fails to meet any of the heretofore mentioned conditions by the 60th day following service of written notice (per Item 8) stating noncompliance to such conditions.

In the event that the Lessor needs to expand its existing facilities on the adjoining property, this Lease Agreement may be terminated in part or whole by a written notice per Item 8.

The Department shall, upon termination of this Lease for any cause or reason, promptly and peaceably surrender possession and occupancy of said premises, leaving them in as good a condition as existed at the beginning of this term, or as they may have been placed during said term. The Department shall have 90 days from the date of termination to remove any and all items of personal property not affixed to the land, all fixtures and permanent improvements shall become the property of the Lessor. Upon such cancellation or termination, all rights of the Department in and to said lands shall cease.

10. **Recourse:** In the event of litigation to compel performance of or to recover for breach of any covenant or condition hereunder by the Department of the Lessor, the successful party shall recover its reasonable fees in the cost of the suit.

11. **Modification:** This writing constitutes the sole and complete agreement between the parties and no modification thereof shall be binding unless in writing, signed by both parties and attached to this instrument.

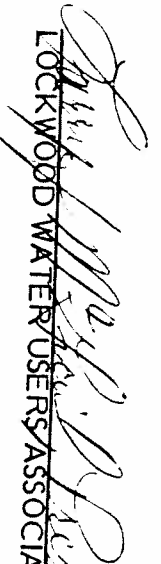
12. **Renewal:** The Department shall provide the Lessor with written notification of its intent to renew at any time during the last year of this Lease. Lessor may renew the Lease for four (4) successive five (5) year terms upon the same conditions and terms unless modified as provided in paragraph 11.

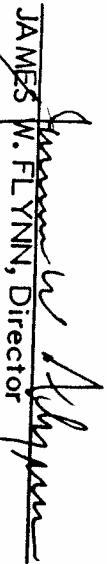
13. **Delegated Contact People:** The Billings Region 5 Supervisor for the Department of Fish, Wildlife and Parks and the Manager of the Lockwood Water Users Association are the designated contact people for this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have entered and executed this Agreement the day and year first above written.

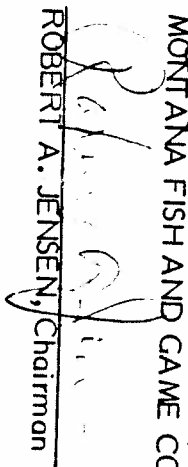
LESSOR

STATE OF MONTANA, DEPARTMENT OF
FISH, WILDLIFE AND PARKS


LOCKWOOD WATER USERS ASSOCIATION


JAMES W. FLYNN, Director

MONTANA FISH AND GAME COMMISSION


ROBERT A. JENSEN, Chairman

STATE OF MONTANA)
) : ss.
 County of Lewis + Clark)

On this 26 day of June, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES W. FLYNN and ROBERT A. JENSEN, known to me to be the Director of the STATE OF MONTANA, DEPARTMENT OF FISH, WILDLIFE and PARKS, and the Chariman of the MONTANA FISH AND GAME COMMISSION and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Neal D. DeRude
 Notary Public for the State of Montana
 Residing at Clancy, Montana
 My commission expires: October 23, 1988

STATE OF MONTANA)
) : ss.
 County of YELLOWSTONE)

On this 21st day of April, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Larry J. McNeal President of LNUA, known to me to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(SEAL)

Neal D. DeRude
 Notary Public for the State of Montana
 Residing at Billings Mont
 My commission expires: 11-11-89

Exhibit "A"

LEGAL DESCRIPTION

A portion of Tract 3A in Lot 5, Section 34, Township 1 North, Range 26 East, M.P.M., Yellowstone County, Montana, and more particularly described as follows:

Beginning at the SW corner of Certificate of Survey 1640 (amended) and also the point of beginning of the tract of land being described;

thence S82°27'50"E, 42.94';

thence N13°41'10"E, 195.46';

thence S82°27'50"E, 30.40';

thence S04°50'55"W, 40.00';

thence S82°27'50"E, 30.00';

thence N20°04'20"E, 130.00';

thence N70°04'20"W, 40.00';

thence N20°04'20"E, 240.00';

thence N44°02'37"E, 60.00';

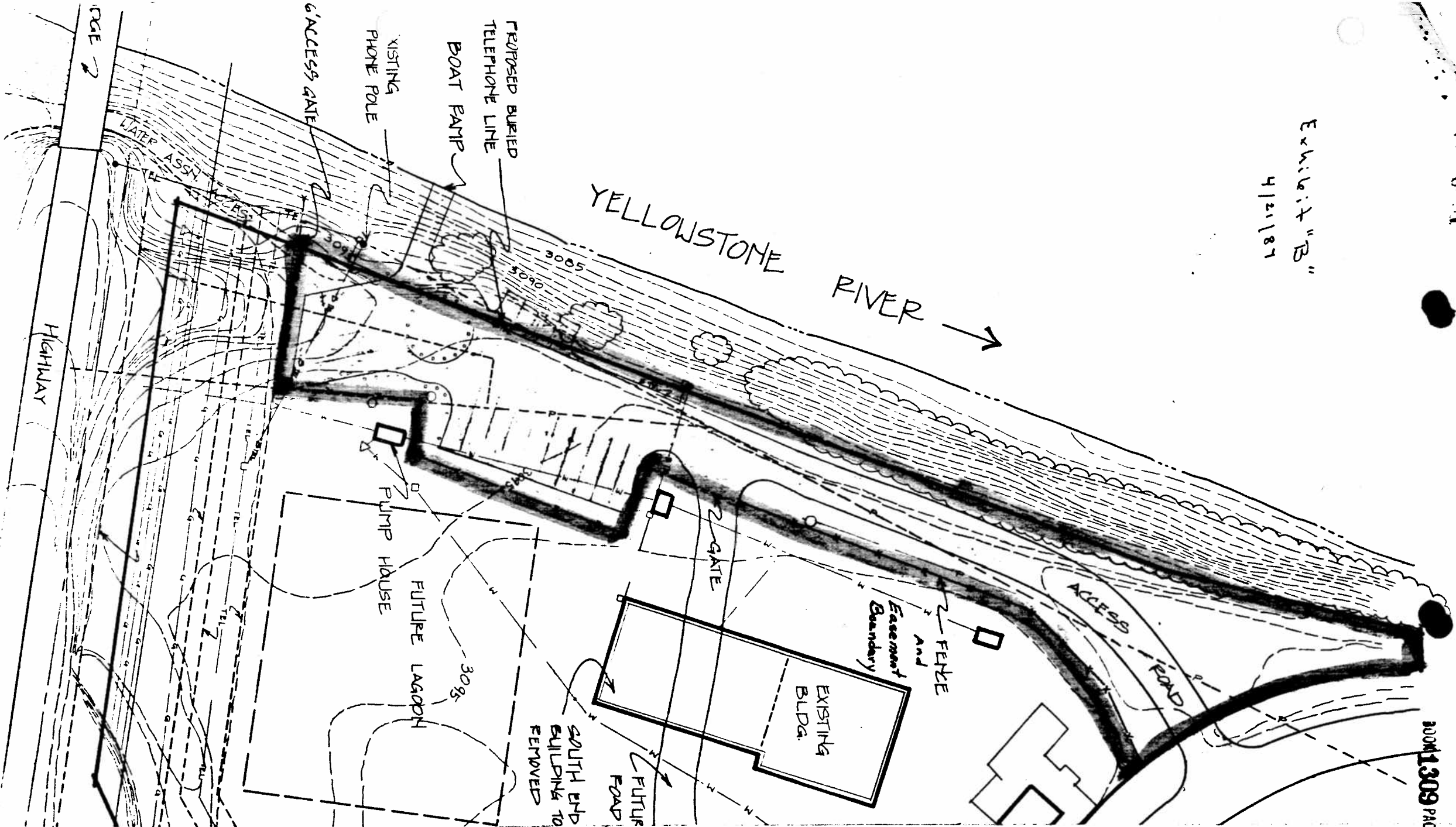
thence N65°11'42"E, 52.32' to a point on a curve with a radial bearing N51°58'37"E;

thence through said curve to the right with a radius of 269.20' and a central angel of 37°01'23";

thence S89°00'00"W, 19.26 to a point on the east boundary of the Yellowstone River;

thence the following courses are along the east boundary of the Yellowstone River; S14°02'37"W, 150.45; S20°04'20"W, 614.92' to the true point of beginning and containing 1.007 acres of land more or less.

Exhibit "B"
4/21/81



1448719



STATE OF MONTANA
County of _____

I hereby certify that the foregoing instrument was duly recorded on this _____ day of _____, 1961.

Attest my hand and seal of office this _____ day of _____, 1961.

Witness my hand and seal of office this _____ day of _____, 1961.

Notary Public for Montana
My Commission Expires _____

Exhibit "A"

LEGAL DESCRIPTION

A portion of Tract 3A in Lot 5, Section 34, Township 1 North, Range 26 East, M.P.M., Yellowstone County, Montana, and more particularly described as follows:

Beginning at the SW corner of Certificate of Survey 1640 (amended) and also the point of beginning of the tract of land being described;

thence S82°27'50"E, 42.94';

thence N13°41'10"E, 195.40';

thence S82°27'50"E, 30.40';

thence S04°58'55"W, 40.00';

thence S82°27'50"E, 35.00';

thence N20°04'20" E, 450.00';

thence N65°11'42"E, 21.51' to a point on a curve with a radial bearing N51°50'52"E;

thence through said curve to the right with a radius of 269.20' and a central angle of 36°02'19";

thence S89°00'00"W, 19.26 to a point on the east boundary of the Yellowstone River;

thence the following courses are along the east boundary of the Yellowstone River; S14°02'37"W, 150.45; S20°04'20" W, 614.92' to the true point of beginning and containing 1.282 acres of land more or less.

Exhibit B

LEGAL DESCRIPTION

A portion of Tract 3A in Lot 5, Section 34, Township 1 North, Range 26 East, M.P.M., Yellowstone County, Montana, and more particularly described as follows:

Beginning at the SW corner of Certificate of Survey 1640 (amended) and also the point of beginning of the tract of land being described;

thence S82°27'50"E, 42.94';

thence N13°41'10"E, 195.40';

thence S82°27'50"E, 30.40';

thence S04°58'55"W, 40.00';

thence S82°27'50"E, 35.00';

thence N20°04'20"E, 450.00';

thence N65°11'42"E, 21.51' to a point on a curve with a radial bearing N51°50'52"E;

thence through said curve to the right with a radius of 269.20' and a central angle of 36°02'19";

thence S89°00'00"W, 19.26 to a point on the east boundary of the Yellowstone River;

thence the following courses are along the east boundary of the Yellowstone River; S14°02'37"W, 150.45; S20°04'20"W, 614.92' to the true point of beginning and containing 1.282 acres of land more or less.

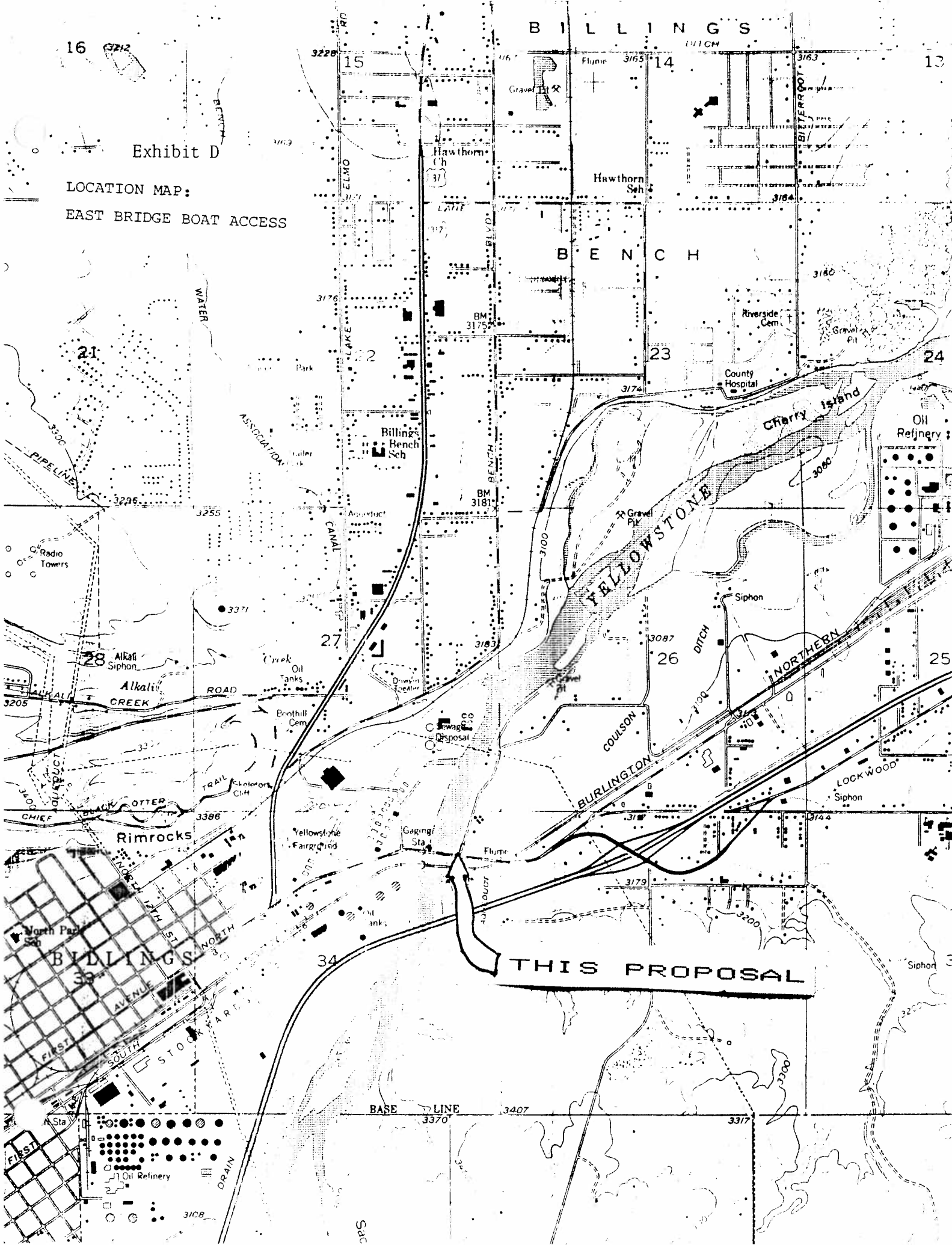
Exhibit C

VICINITY MAP:
EAST BRIDGE BOAT ACCESS

VICINITY MAP:
EAST BRIDGE BOAT ACCESS

Exhibit D

LOCATION MAP:
EAST BRIDGE BOAT ACCESS



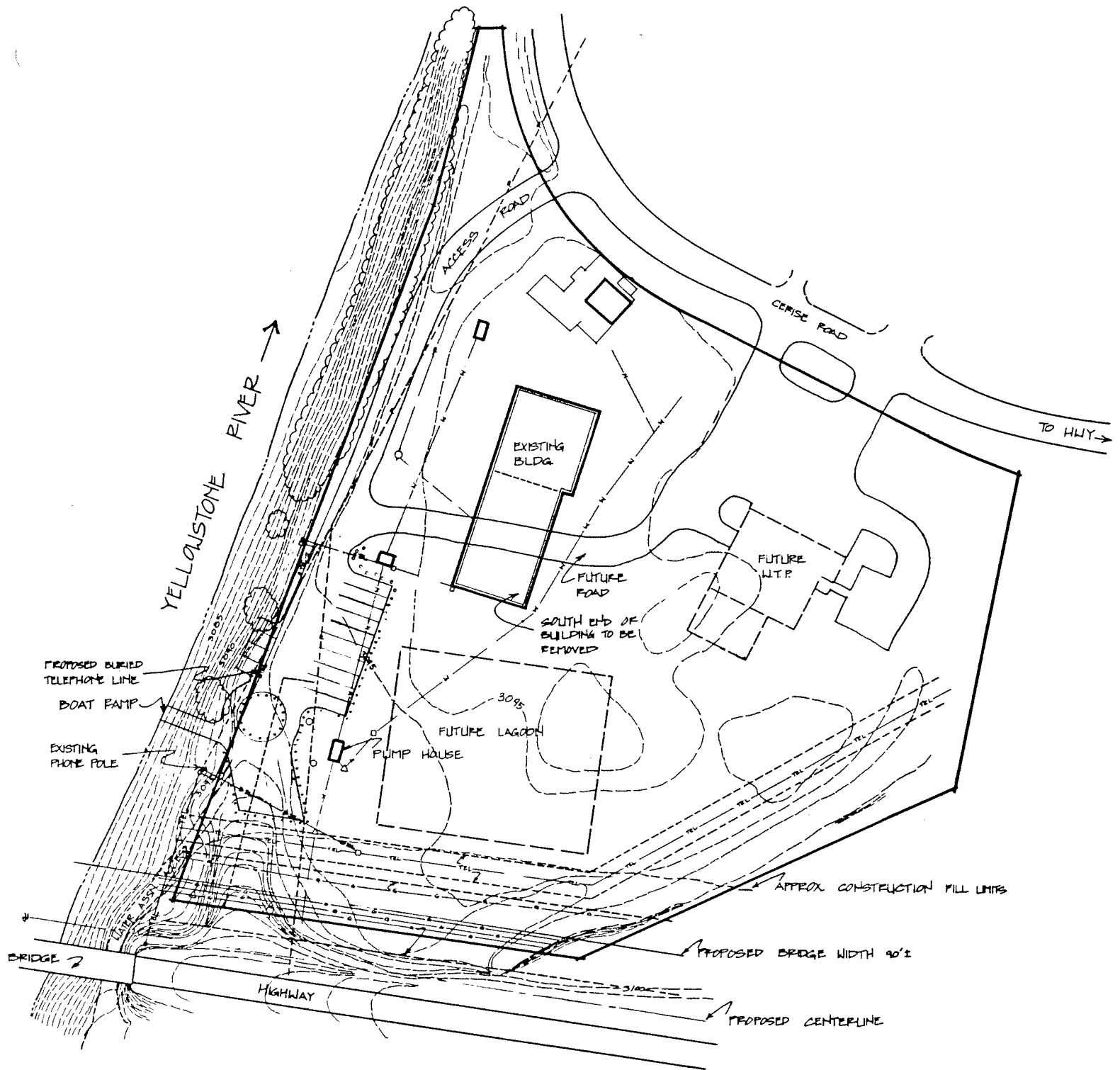


Exhibit F

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102 as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and in accordance with Title VI of that act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

ADDITIONAL ASSURANCES GENERALLY APPLICABLE TO CONSTRUCTION
OR LAND ACQUISITION PROGRAMS OR PROJECTS

1. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
3. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.
5. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
6. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
7. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
8. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
9. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
11. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 and amended (16 U.S.C. 470) Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



United States Department of the Interior
FISH AND WILDLIFE SERVICE

IN REPLY REFER TO:
FA/MT

MAILING ADDRESS:
Post Office Box 35486
Denver Federal Center
Denver, Colorado 80226

STREET LOCATION:
134 Union Blvd.
Lakewood, Colorado 80228

MAR 9 1987

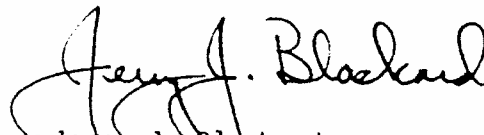
Bobbi Balaz
Federal Aid Coordinator
Montana Department of Fish,
Wildlife and Parks
1420 East 6th Avenue
Helena, Montana 59620

Dear Bobbi:

Enclosed is your approved copy of:

- ☒ Application for Federal Assistance - F-44(MA)**
- ☐ Amendment to Application for Federal Assistance
- ☒ Project Agreement - F-44(MA)-1*
- ☐ Amendment to Project Agreement
- ☐ Please note approved effective date
- ** ☒ Please note conditional statement
- * ☒ Please note information statement - Please note this segment will expire on the last day of the AFA period, March 14, 1988.
- ** Project documents are approved with the understanding that the lease agreement be signed by all parties prior to the initiation of construction.

Sincerely,


Jerry J. Blackard
Chief, Federal Aid

Enclosure

cc: James Flynn, Director

STATE COPY

OMB Approval No. 1018-0049 Expires 8/31/85



UNITED STATES DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Division of Federal Aid

PROJECT AGREEMENT

DOCUMENT CONTROL	
60152	70032
ORGANIZATION CODE	DOCUMENT NUMBER

STATE Montana

PROJECT NO. F-44(MA) SEGMENT NO. 1

PROJECT TITLE

EAST BRIDGE BOAT ACCESS

AGREEMENT PERIOD

From: March 15, 1987

To: March 31, 1988

PROJECT COST DISTRIBUTION

- ☒ Federal Aid in Sport Fish Restoration Act
(16 U.S.C. 777-777k) 50 CFR Part 80
- ☐ Federal Aid in Wildlife Restoration Act
(16 U.S.C. 669-669i) 50 CFR Part 80
- ☐ Other (specify) _____

TOTAL

Total Cost	State Share	Federal Share
\$27,000	\$6,750	\$20,250
\$27,000	\$6,750	\$20,250

OTHER PROJECT PROVISIONS

The State agrees to execute the project in accordance with the Acts checked above, and the pertinent rules and regulations of the Secretary of the Interior contained in Title 50 of the Code of Federal Regulations; the U.S. Fish and Wildlife Service Federal Aid Manual; and the previously approved Application for Federal Assistance to the extent encompassed by this Agreement, including the Assurances attached thereto.

STATE AGENCY (Name and Address) Montana Department of Fish, Wildlife and Parks
1420 East Sixth Avenue
Helena, MT 59620

SIGNATURE <i>Roberta J. Balaz</i>	TITLE Federal Aid Coordinator	DATE February 6, 1987
--------------------------------------	----------------------------------	--------------------------

SPECIAL PROJECT CONDITIONS

Project documents are approved with the understanding that the lease agreement be signed by all parties prior to the initiation of construction.

APPROVED FOR THE SECRETARY OF THE INTERIOR

SIGNATURE <i>Ralph W. Page</i>	TITLE Acting Chief, Division of Federal Aid
-----------------------------------	--

DATE MAR 9 1987

JOB DESCRIPTION

State: Montana

Project No.: F-44-MA-1

Job Title: East Bridge Boat Access

Job Objectives: To develop a boat launching access facility to the Yellowstone River in Billings to provide for an increase in fishing angler-days from 17,000 to 25,000 per year by 1990.

Location of Work: The project site is located in the Lockwood area of Billings, Montana, at the northeast corner of the point at which U.S. Highway 87 crosses the Yellowstone River. The project will serve Yellowstone County and the surrounding area.

Technical Personnel:

Roger Fliger, R-5 Regional Supervisor
Ray Berntsen, R-5 Parks Program Manager
Steve McMullin, R-5 Fisheries Manager
Dick Mayer, Design and Construction Bureau Chief, Helena

Job Duration: March 15, 1987, through March 15, 1988

Direct Cost:

Total direct cost: \$27,000
Federal share: 75 percent
State share: 25 percent

Prepared By:

Bobbi Balaz, Federal Aid Coordinator
February 20, 1987



State Historic Preservation Office

Montana Historical Society

Mailing Address: 225 North Roberts • Helena, MT 59620-9990
Office Address: 102 Broadway • Helena, MT • (406) 444-7715

RECEIVED

FEB 10 1987

DESIGN AND CONSTRUCTION
BUREAU

February 6, 1987

Paul Valle
Cultural Resource Coordinator
Montana Department of Fish, Wildlife
and Parks
1420 East 6th Avenue
Helena, MT 59620

Re: Boat Access developments:
East Bridge FAS
Laurel Boat Ramp - Riverside Park
Somers SRA

Dear Paul:

As requested, we have conducted a file search for each of the locations cited above. No cultural sites are currently on record in these development locations and the likelihood for undisturbed heritage sites is low given the previous disturbances there. These are locations with a high site likelihood and workers should be forewarned of the potential for encountering buried subsurface deposits during excavation.

We recommend that these undertakings be allowed to proceed in compliance with the Montana Antiquities Act and the National Historic Preservation Act.

Thank you for consulting with us.

Sincerely,

David Schwab,
Archaeologist/Anthropologist

File: FWP Boat Access developments



IN REPLY REFER TO:
FA/MT

United States Department of the Interior
FISH AND WILDLIFE SERVICE

MAILING ADDRESS:
Post Office Box 25486
Denver Federal Center
Denver, Colorado 80225

STREET LOCATION:
134 Union Blvd.
Lakewood, Colorado 80228

RECEIVED

FEB 8 1983

CENTRALIZED

FEB 3 1988

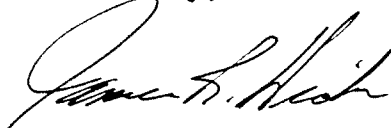
Ms. Bobbi Balaz
Federal Aid Coordinator
Montana Department of Fish,
Wildlife and Parks
1420 East 6th Avenue
Helena, Montana 59620

Dear Bobbi:

Enclosed is your approved copy of:

- ☐ Application for Federal Assistance
- ☒ Amendment to Application for Federal Assistance - F-44-D(MA)
Amendment #1
- ☐ Project Agreement
- ☒ Amendment to Project Agreement - F-44-D(MA)-1, Amendment #1
- ☐ Please note approved effective date
- ☐ Please note conditional statement
- ☐ Please note information statement

Sincerely,


Jerry J. Blackard
Acting Chief, Federal Aid

Enclosure

cc: James Flynn, Director

STATE COPY

OMB Approval No. 1018-0049 Expires 8/31/85



UNITED STATES DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Division of Federal Aid

AMENDMENT TO PROJECT AGREEMENT

DOCUMENT CONTROL	
60152	70032
ORGANIZATION CODE	DOCUMENT NUMBER
STATE Montana	
PROJECT NO. D F-44(MA)	SEGMENT NO. 1
NUMBER OF THIS AMENDMENT 1	

The above stated Project Agreement is amended as set forth below. The parties agree that all other terms and conditions as set forth in the Agreement, the Application for Federal Assistance, and any amendments thereto shall remain in force.

PURPOSE OF AMENDMENT:

- ☒ Extend Agreement period
to December 31, 1988
- ☒ Revise total project cost
as indicated
- ☐ Other (specify below)

REVISION OF TOTAL COST:

Approved cost prior to amendment 27,000

Revision (+ or -) + 24,000

Revised total cost 51,000

PROJECT COST DISTRIBUTION

☒ Federal Aid in Sport Fish Restoration Act

☐ Federal Aid in Wildlife Restoration Act

Other (specify) _____

TOTAL

Total Cost	State Share	Federal Share
51,000	12,750	38,250
51,000	12,750	38,250

REASON FOR AMENDMENT

Additional time is needed because construction was delayed as a result of property negotiations and utility work taking longer than anticipated.

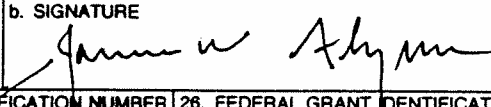
Additional funding is needed because construction bids were higher than estimated costs.

STATE AGENCY (Name and Address)

Montana Department of Fish, Wildlife and Parks
1420 East Sixth Avenue
Helena, Montana 59620

SIGNATURE <i>Roberta J. Balg</i>	TITLE Federal Aid Coordinator	DATE Dec. 24, 1987
APPROVED FOR THE SECRETARY OF THE INTERIOR SIGNATURE <i>James H. Smith</i>	TITLE Acting Chief, Division of Federal Aid	DATE 2/3/88

STATE COPY

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER		a. NUMBER F-44-MA		3. STATE APPLICATION IDENTIFIER MT871223-371-X		a. NUMBER MT871223-371-X	
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 1987 12 23		NOTE: TO BE ASSIGNED BY STATE		b. DATE Year month day 1987 12 23			
		Leave Blank							
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name Montana Department of Fish, Wildlife and Parks b. Organization Unit c. Street/P.O. Box 1420 East Sixth Avenue d. City Helena e. County Lewis & Clark f. State Montana g. ZIP Code 59620 h. Contact Person (Name & Telephone No.) Bobbi Balaz 406-444-4756						5. EMPLOYER IDENTIFICATION NUMBER (EIN) 6. PROGRAM (From CFDA) a. NUMBER 15605 MULTIPLE <input type="checkbox"/> b. TITLE D-J Sport Fish Restoration			
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) East Bridge Boat Access AMENDMENT 1: To increase funding and extend duration.						8. TYPE OF APPLICANT/RECIPIENT A—State B—Interstate C—Substate D—County E—City F—School District G—Special Purpose District H—Community Action Agency I—Higher Educational Institution J—Indian Tribe K—Other (Specify): Enter appropriate letter A			
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)						10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE A—Basic Grant B—Supplemental Grant C—Loan D—Insurance E—Other Enter appropriate letter(s) A	
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:				14. TYPE OF APPLICATION A—New B—Renewal C—Revision D—Continuation E—Augmentation Enter appropriate letter C			
a. FEDERAL \$ 38,250.00		a. APPLICANT 1 - Western		b. PROJECT 2 - Eastern		17. TYPE OF CHANGE (For 14c or 14e) A—Increase Dollars B—Decrease Dollars C—Increase Duration D—Decrease Duration E—Cancellation F—Other (Specify): Enter appropriate letter(s) AC			
b. APPLICANT .00		15. PROJECT START DATE Year month day 1987 3 15		16. PROJECT DURATION 21.5 Months					
c. STATE 12,750.00		18. DATE DUE TO FEDERAL AGENCY Year month day 1988 1 23							
d. LOCAL .00									
e. OTHER .00									
f. Total \$ 51,000.00									
19. FEDERAL AGENCY TO RECEIVE REQUEST U.S. Department of the Interior						20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER F-44-MA			
a. ORGANIZATIONAL UNIT (IF APPROPRIATE) U.S. Fish and Wildlife Service						b. ADMINISTRATIVE CONTACT (IF KNOWN) Federal Aid			
c. ADDRESS P.O. Box 25486 Denver Federal Center, Denver, Colorado 80225						21. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE December 23, 1987 b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>							
23. CERTIFYING REPRESENTATIVE James W. Flynn, Director		b. SIGNATURE 							
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION					
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$ b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$		29. ACTION DATE Year month day 19 FEB 3 1988		30. STARTING DATE Year month day 19			
		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Jerry J. Blackard 303-236-7392		32. ENDING DATE Year month day 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No			
		Acting Chief, Division of Federal Aid							

SECTION IV—REMARKS (Please reference the proper item number from Sections I, II or III, if applicable)

Section 1

Item 7. Project Description

This project provides for the construction of motorboat access facilities and associated amenities at the East Bridge site in Billings MT on the Yellowstone River within Yellowstone County, to enhance sport fishing opportunities.

12. Proposed Funding

The costs listed are for direct costs only. Negotiated indirect costs will not be charged because this is a capital project.

No program income will be generated.

STATE: MONTANA
PROJECT NUMBER: F-44-MA
PROJECT TITLE: EAST BRIDGE BOAT ACCESS

AMENDMENT TO APPLICATION FOR FEDERAL ASSISTANCE

The purpose of this AFA amendment is to extend the project duration and to increase the funding. The request is to:

- extend the project by 9.5 months, by changing the expiration date from March 14, 1988, to December 31, 1988; and
- increase the funding by \$24,000 by changing the funding from \$27,000 to \$51,000.

Additional time is needed in part because a waterline traversing the site had to be insulated and lowered, and a telephone line was relocated. Also, property negotiations with the Lockwood Water Users Association took longer than anticipated. Finally, a land exchange with the Montana Department of Highways that was necessary to obtain property at the west edge of this site took longer than anticipated.

As is shown on the enclosed agreement between the Department of Highways and the Department of Fish, Wildlife and Parks, paragraph 5, our Department has been granted the use of the 0.11 acre tract. As is further stated, the property will be conveyed to our Department upon completion of a highway construction project. The two-lane U.S. Highway 87 and bridge will be widened to four. The approach to the bridge passes in part through the 0.11 acre parcel. The design for the road/bridge project has been completed and plans show that it will not encroach onto the boat access site beyond a location shown on a map. For these reasons, the Department is confident of adequate control of the property. We are aware that in the unlikely event that bridge construction intruded unduly onto the boat access site, we might be required to reimburse Federal Aid for a proportionate share.

Additional funding is needed because construction bids were higher than estimated costs. A portion of the additional cost is attributable to the Water Users' insistence that the Department pay a greater share of property fencing costs than was anticipated during early stages of negotiations.

There is no change in the scope of work as described in the original AFA, except for additional fencing.

CHANGES TO PART IV, AFA PROGRAM NARRATIVE

IV. Approach

Modify the Estimated Cost section on Page 5 of the original AFA (approved on March 9, 1987) to read:

Estimated Cost

1.	Roadwork	
	a. Entry road and cul-de-sac	\$ 18,000
	b. Parking	4,608
	c. Boat ramp	2,976
	d. Boat ramp planks	3,023
2.	Fencing and gate	5,463
3.	Signing	385
	Subtotal	(34,455)
4.	Engineering, Testing and Inspection	16,545
TOTAL		\$ 51,000

VII. Schedule

The original schedule is revised as follows:

Schedule

Clearinghouse review completed, USFWS approval, project bid	January 1988
Construction:	
majority of work completed	June 1988
final work completed	October 1988
Project close-out	November 1988

XI. Exhibits

A copy of the executed Lease Agreement with the Lockwood Water Users Association (that was included as Exhibit A in the original AFA) is enclosed.

As was stated in the introductory section, a copy of the agreement between the Montana Department of Highways and the Montana Department of Fish, Wildlife and Parks for control of 0.11 acres at the west edge of the site is enclosed.

ENVIRONMENTAL CONSIDERATIONS

All compliance areas were addressed in the original AFA. No additional clearances, information, or changes are necessary since this amendment does not change the project scope: it only affects project cost and length of time for construction.

a:ebridge



GEORGE TURMAN
LIEUTENANT GOVERNOR

State of Montana
Office of The Lieutenant Governor
Helena 59620
(406)444-3111

RECEIVED
DEC 23 1987
CENTRALIZED

December 23, 1987

Ms. Bobbi Balaz
Dept. of Fish, Wildlife & Parks
1420 East Sixth Avenue
Helena, Montana 59620

RE: East Bridge Boat Access
Montana State IGR Clearinghouse SAI No. MT871223-371-X

Dear Ms. Balaz:

The above-captioned application for federal financial assistance has been received. In order to provide notification to parties that may be interested in review and/or comment on the proposal, it will be listed in the next Intergovernmental Review Bulletin issued from this office.

Any inquiries or comments regarding the proposal will be directed to you. Please provide copies of the enclosed suggested review form to potential reviewers, those you feel should be invited to comment, as well as to any who may request the opportunity to do so. Copies of any comments received and a copy of this letter should be submitted to the U.S. Department of the Interior with the application papers, or forwarded to them to be attached if they are received after the application has been sent in. We have requested that comments be returned by January 23, 1988, and that copies be sent to the Clearinghouse for our files.

The Clearinghouse intends to take no further action on this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debbie Davis".

DEBBIE DAVIS
Clearinghouse Manager

Enclosure

July 7, 1987

1420 East Sixth Avenue
Helena, Montana 59620

Mr. Jack R. Ricker
Chief, Right-of-Way Bureau
Montana Department of Highways
2701 Prospect Avenue
Helena, Montana 59620

Re: Firemen's Point FAS and
~~East River Bridge FAS~~

BR 9048(7) Stillwater River Bridge-S.W. of Columbus Parcel 5

Enclosed is the fully signed easement and right-of-way agreements for the above two projects. This matter was approved by the Montana Fish and Game Commission at their June 25-26 meeting.

Once you have had the right-of-way agreement fully signed, please return a copy of it to me. Please also return a copy of the recorded easement.

Through this agreement, the Department of Fish, Wildlife and Parks is exchanging .36 acres of land at our Firemen's Point Fishing Access Site for approximately .11 acres of Highway Department Land at the East River Bridge in Billings. The Department of Highways will not be conveying its ownership of the parcel until such time as the reconstruction of the East River Bridge is completed. In the interim the Department of Fish, Wildlife and Parks will have the use of the property. We expect to be developing this into a fishing access site in the very near future.

Thank you for your interest and cooperation in this matter. I feel that this is an illustration of cooperative efforts on both of our Department's part. I will be looking forward to receiving the fully signed right-of-agreement from you and a copy of the recorded easement.

Sincerely,

DONALD J. MALISANT
Land Agent
Field Services

DM/cd

cc: Roger Fliger
Ray Berntsen
Dick Mayer
Pat Graham
Don Hyypa
John Horton

STATE OF MONTANA DEPARTMENT OF HIGHWAYS

RIGHT OF WAY AGREEMENT

R/W #28 (Rev. 10/85)

P.E. PROJECT

Stillwater River Bridge - S.W. of Columbus
Designation

R/W PROJECT BR 9048(7)

Stillwater
County

CONST. PROJECT

Parcel	From Station	To Station	Subdivision	Section	Township	Range
5	6+60±	9+10±	Lot 2	32	2 S.	20 E.

State of Montana
Department of Fish, Wildlife & Parks
Capitol Station
Helena, MT 59620

List Names & Addresses of the Grantor, Cont. Purchaser & Lessee

1. IN CONSIDERATION OF THE PAYMENTS HEREIN SET FORTH AND THE SPECIFIC AGREEMENTS TO BE PERFORMED BY BOTH PARTIES HERETO AND WRITTEN IN THIS AGREEMENT, THE PARTIES HERETO BIND THEMSELVES TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO VERBAL AGREEMENTS SHALL BE BINDING UPON EITHER PARTY AND THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION BY THE CHIEF, RIGHT-OF-WAY BUREAU OR A DESIGNATED REPRESENTATIVE.
2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acres and improvements in the taking.)
0.36 ac. recreational land @ \$2,500/ac. by easement \$900.00
3. COMPENSATION FOR DAMAGES
N/A
4. TOTAL COMPENSATION FOR PARCEL \$900.00.
5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE THE FOLLOWING DISBURSEMENT OF PAYMENT.
In lieu of monetary compensation of \$900.00, the Department of Highways agrees to convey to the Department of Fish, Wildlife and Parks a tract of land similar in value located in Lot 5, Section 34, Township 1 North, Range 26 East, P.M.M., Yellowstone County.
Conveyance will be made upon completion of highway project BRF 16-1(18)1, tentatively scheduled for construction in early 1991. The Department of Fish, Wildlife and Parks may have the use of said tract until the time of conveyance.
The tract to be conveyed consists of approximately 0.11 acres as shown on the attached plat and will be that portion of the tract not required by the Department of Highways for construction of BRF 16-1(18)1.
6. All existing fencing will be perpetuated as per agreement on parcel 1 of this project.

CONTINUED ON REVERSE SIDE

CONTINUED FROM FRONT SIDE

NEGOTIATIONS BASED UPON THE APPROVED PLANS DATED _____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

Charles R. Ricker 2-10-87
Right-of-Way Agent (Date)

Supervisor - Right-of-Way Section (Date)

Thomas S. Green 2-10-87
Supervisor - Negotiation Section (Date)

APPROVED FOR AND ON BEHALF OF THE MONTANA
DEPARTMENT OF HIGHWAYS

Thomas S. Green 2-10-87
Chief - Right-of-Way Bureau (Date)
FOR JACK R. RICKER

(Date)

(Date)

(Date)

(Date)

RS:2:kw:58/ss2

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 21st day of April,
1987, between the LOCKWOOD WATER USERS ASSOCIATION, 1644 OLD HADRON ROAD,
Billings, Montana 59101, hereinafter called "Lessor"; and STATE OF MONTANA, DEPARTMENT
OF FISH, WILDLIFE AND PARKS, Capitol Station, Helena, Montana 59620, hereinafter called
"Department";

WITNESSETH:

That the Lessor is the record owner and in possession of certain real property, located in
Yellowstone County, Montana, described as:

Yellowstone County, Montana

Township 1 North, Range 26 East M.P.M. Section 34: Lot 5, A
portion of Tract 3A containing 1.282 acres more or less
More particularly described on the attached Exhibit "A"

That the Department is desirous of entering into a Lease Agreement for the use of the
above property as a public boat ramp with its related uses for parking and picnicking; therefore,
in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Term of Lease:** The term of this Lease Agreement shall be for a twenty (20) year
period with the right of renewal for additional five (5) year periods as provided in paragraph 12.
2. **Payment:** The Department shall make a one-time payment in full of \$10.00 for the
full term of this Lease Agreement and an additional \$10.00 payment for each renewal period.
3. **Use of Premises:** Use of the property is as a public boat ramp and fishing access
site with its related uses for parking, sanitary facilities, picnicking and as needed for public
fishing access site. The Department shall assume management responsibility and costs for the
operation and maintenance of the facilities provided by the Department, as follows:
 - a. Routine garbage collection, pumping of the toilets, general cleanup of the
recreation area and general maintenance of the facilities.
 - b. The property will be operated as a day use area and no overnight camping will be
allowed.
 - c. There shall be no commercial use made of the property.
 - d. Law enforcement of Department regulations on the property administered by the
Department as a recreation facility.
 - e. Construction of the Department facilities will not interfere with the Lessor's
current or future projects. Construction of Department facilities will be coordinated
between parties.

f. Use of the property will not be an exclusive use, it will allow for access across the property for operation and maintenance purposes of the adjoining land by Lessor and to the south of the leased site for access to the irrigation facilities and pumping station.

g. The Department shall erect appropriate signs to keep the public from interfering with the use of Lessor's water treatment plant.

4. **Fencing:** The Department shall construct and maintain a perimeter fence as agreed to by the Lessor and the Department. Future fencing will be provided by the Department as needed to fence Lessor's improvements from public trespass. The perimeter fence shall consist of an eight foot high security fence with a 16 foot gate on the south end and a 12 foot gate going into the treatment plant as shown on the attached Exhibit "B".

5. **Compensation for Improvements:** If terminated before the term of this Agreement at the Lessor's discretion, the Lessor will compensate the Department for the costs of its improvements.

6. **Assignability:** The Department shall not sublet, or relinquish said premises to any other person or organization, however, this Lease Agreement shall be binding upon the Lessor, its assigns, heirs, executors, administrators, and successors.

7. **Risk of Loss:** The Department assumes all risk of loss and shall indemnify and hold harmless and at its expense defend the Lessor from and against any and all claims, losses, costs, attorney fees, legal actions, liability, or expense on account of personal injury or death of any persons, or damage to or destruction of property to whomsoever belonging, including but not limited to, Lessor's property resulting partly or fully directly or indirectly from the Department's exercise

injuries, or expense

8. N

served up

require

r

ROBERT A. JENSEN, Chairman

STATE OF MONTANA)

: ss.

County of Lewis + Clark)

On this 26 day of June, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES W. FLYNN and ROBERT A. JENSEN, known to me to be the Director of the STATE OF MONTANA, DEPARTMENT OF FISH, WILDLIFE and PARKS, and the Chariman of the MONTANA FISH AND GAME COMMISSION and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Neal D. DeRude
Notary Public for the State of Montana
Residing at Clancy, Montana
My commission expires: October 23, 1988

STATE OF MONTANA)

: ss.

County of YELLOWSTONE)

On this 21st day of April, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Larry J. McGrail President of LNUA, known to me to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(SEAL)

Walter S. Senger
Notary Public for the State of Montana
Residing at Billings Mont
My commission expires: 11-11-89

Exhibit "A"

LEGAL DESCRIPTION

A portion of Tract 3A in Lot 5, Section 34, Township 1 North, Range 26 East, M.P.M., Yellowstone County, Montana, and more particularly described as follows:

Beginning at the SW corner of Certificate of Survey 1640 (amended) and also the point of beginning of the tract of land being described;

thence S82°27'50"E, 42.94';

thence N13°41'10"E, 195.46';

thence S82°27'50"E, 30.40';

thence S04°50'55"W, 40.00';

thence S82°27'50"E, 30.00';

thence N20°04'20"E, 130.00';

thence N70°04'20"W, 40.00';

thence N20°04'20"E, 240.00';

thence N44°02'37"E, 60.00';

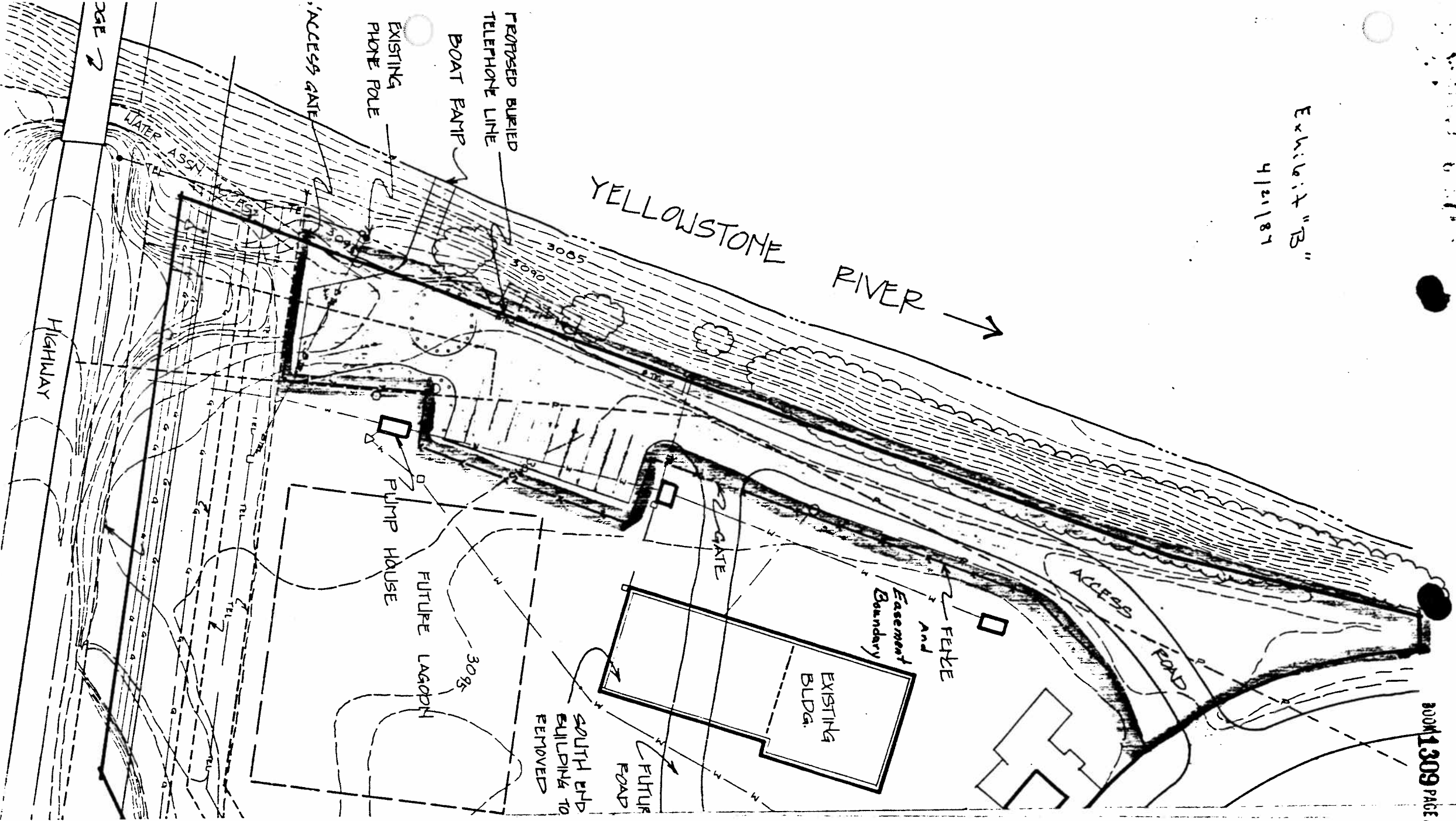
thence N65°11'42"E, 52.32' to a point on a curve with a radial bearing N51°58'37"E;

thence through said curve to the right with a radius of 269.20' and a central angel of 37°01'23";

thence S89°00'00"W, 19.26 to a point on the east boundary of the Yellowstone River;

thence the following courses are along the east boundary of the Yellowstone River; S14°02'37"W, 150.45; S20°04'20"W, 614.92' to the true point of beginning and containing 1.007 acres of land more or less.

Exhibit "B"
4/21/81



1448719

BOOK 1309 PAGE 4745

RECORDED IN FILE 1309-4745



STATE OF MONTANA
County of Yellowstone

I hereby certify that the instrument was duly
recorded on this day

day of _____
at _____
duly recorded in Book 1309
4745

Witness my hand and seal
this _____ day of _____
County Clerk & Recorder

By _____ Deputy

Book, in volume 9 Parks
also: Trust & Deed
Yellow, mt. 51626

STATE COPY

OMB Approval No. 1018-0049 Expires 8/31/85



UNITED STATES DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Division of Federal Aid

AMENDMENT TO PROJECT AGREEMENT

DOCUMENT CONTROL	
60152	70032
ORGANIZATION CODE	DOCUMENT NUMBER
STATE Montana	
PROJECT NO. F-44-MA	SEGMENT NO. 1
NUMBER OF THIS AMENDMENT 2	

The above stated Project Agreement is amended as set forth below. The parties agree that all other terms and conditions as set forth in the Agreement, the Application for Federal Assistance, and any amendments thereto shall remain in force.

PURPOSE OF AMENDMENT:

- ☐ Extend Agreement period to _____
- ☐ Revise total project cost as indicated
- ☒ Other (specify below) _____

REVISION OF TOTAL COST:

Approved cost prior to amendment 51,000

Revision (+ or -) no change 0

Revised total cost 51,000

PROJECT COST DISTRIBUTION

☒ Federal Aid in Sport Fish Restoration Act

☐ Federal Aid in Wildlife Restoration Act

Other (specify) _____

TOTAL

Total Cost	State Share	Federal Share
51,000	12,750	38,250
TOTAL 51,000	12,750	38,250

REASON FOR AMENDMENT

To reflect change in job description as indicated in AFA amendment #2, amending the scope of work. There is no change in funding.

STATE AGENCY (Name and Address)

Montana Department of Fish, Wildlife and Parks
1420 East Sixth Avenue
Helena, Montana 59620

SIGNATURE <i>Roberta J. Balaz</i>	TITLE Federal Aid Coordinator	DATE April 25, 1988
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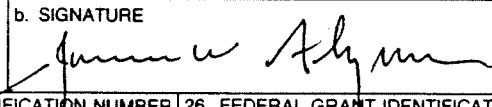
APPROVED FOR THE SECRETARY OF THE INTERIOR

SIGNATURE <i>Fred Schmitz</i>	TITLE Chief, Division of Federal Aid	DATE MAY 5 1988
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STATE COPY

STATE COPY

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. LEGAL APPLICANT/RECIPIENT	5. EMPLOYER IDENTIFICATION NUMBER (EIN)
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION	a. NUMBER F-44-MA b. DATE Year month day 19 88 04 25	NOTE: TO BE ASSIGNED BY STATE Year month day 19 87 12 23	6. PROGRAM (From CFDA) a. NUMBER 1 5 • 6 0 5 b. TITLE D-J Sport Fish Restoration	7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) East Bridge Boat Access AMENDMENT #2 To amend scope of work.	8. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Substate D-Organization E-City F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter <input type="checkbox"/> A
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)		10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter(s) <input type="checkbox"/> A	
12. PROPOSED FUNDING a. FEDERAL \$ 38,250.00 b. APPLICANT .00 c. STATE 12,750.00 d. LOCAL .00 e. OTHER .00 f. Total \$ 51,000.00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT 1-Western b. PROJECT 2-Eastern 15. PROJECT START DATE Year month day 19 87 03 15 16. PROJECT DURATION 21.5 Months 18. DATE DUE TO FEDERAL AGENCY Year month day 19 88 04 25		14. TYPE OF APPLICATION A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter <input type="checkbox"/> C 17. TYPE OF CHANGE (For 14c or 14e) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): Amend scope of work. Enter appropriate letter(s) <input type="checkbox"/> F	
19. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE) U.S. Fish and Wildlife Service c. ADDRESS P.O. Box 25486, Denver Federal Center Denver, Colorado 80225		b. ADMINISTRATIVE CONTACT (IF KNOWN) Federal Aid		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER F-44-MA 21. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE December 23, 1987 b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>			
23. CERTIFYING REPRESENTATIVE James W. Flynn, Director		b. SIGNATURE 			
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE May 5 1988 30. STARTING DATE 19 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Jerry J. B... 303 - 236-7392 Chief, Division of Federal Aid	
				32. ENDING DATE 19 33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

STATE: MONTANA
PROJECT NUMBER : F-44-MA
PROJECT TITLE: EAST BRIDGE BOAT ACCESS

AMENDMENT #2 TO APPLICATION FOR FEDERAL ASSISTANCE

The purpose of this AFA amendment is to amend the project's scope of work by including the purchase of a car counter for use in measuring project benefits at this project.

CHANGES TO PART IV, AFA PROGRAM NARRATIVE

IV. Approach

Modify the Estimated Cost section of AFA Amendment #1 approved on February 3, 1988, (page 5 of the original AFA approved on March 9, 1987) to read:

Estimated Cost

1. Roadwork	
a. Entry road and cul-de-sac	\$ 18,000
b. Parking	4,608
c. Boat ramp	2,976
d. Boat ramp planks	2,743
2. Fencing and gate	5,463
3. Signing	385
4. Car counter	<u>280</u>
Subtotal	(34,455)
5. Engineering, Testing and Inspection	<u>16,545</u>
TOTAL	\$ 51,000

Modify the Maintenance of Facilities section of the original AFA (page 5) to add another paragraph:

Purchase of the car counter as described in the preceding paragraph will be accomplished through this project. The cost of the counter is estimated at \$280, and its useful life is estimated at 8-10 years.

The counter will be used to document use and project benefits, as stated in Sections 2 and 3, Objective and Expected Benefits, of the AFA. Monitoring will help the Department demonstrate the actual use of the facility, determine its adequacy (i.e. extent of improvements compared to use), identify maintenance needs, and justify the expense and possible need for future projects.

East Bridge, page 2

ENVIRONMENTAL CONSIDERATIONS

All compliance areas were addressed in the original AFA. No additional clearances, information, or changes are necessary. During a telephone conversation on April 19, 1988, the manager of the State Clearinghouse stated that it would not be necessary to send this project amendment through the review process because it is so minor and it does not involve an increased total project cost.

Prepared by : Bobbi Balaz
Federal Aid Coordinator
April 25, 1988

rf44ma