



Draft Environmental Assessment

Blackfoot-Clearwater Wildlife Management Area (BCWMA) and O. W. Potter Jr. Exemption Trust (PET) Cooperative Habitat Management Lease Agreement December 2020

PART I. PROPOSED ACTION DESCRIPTION

1. Type of proposed state action:

Montana Fish, Wildlife and Parks (FWP) proposes to enter into a 7-year Cooperative Habitat Management Lease Agreement with the O. W. Potter Jr. Exemption Trust (PET). Under this arrangement, approximately 37.4 acres of FWP's Blackfoot-Clearwater Wildlife Management Area (BCWMA) would be available for livestock grazing in exchange for resting approximately 313 acres of elk winter range on the PET property (Figure 1). The BCWMA and PET properties proposed for the agreement are located in Missoula County, south of Clearwater Junction (Figure 2).

2. Agency authority for the proposed action:

In accordance with Montana Code Annotated (MCA), FWP is authorized to acquire and operate land and enter into leases. Specifically, "the department may develop, operate, and maintain acquired lands or waters: . . . (b) as land or water suitable for game, bird, fish, or fur-bearing animal restoration, propagation, or protection" (§ 87-1-209(1), MCA). "The department is authorized to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land" (§87-1-209(7), MCA).

3. Name of project:

Blackfoot Clearwater WMA (BCWMA) and O.W. Potter Jr. Exemption Trust (PET) Cooperative Habitat Management Lease Agreement

4. Anticipated Schedule:

Estimated Commencement Date: May 1, 2021
Estimated Completion Date: December 15, 2027

5. Location affected by proposed action:

- FWP-owned lands located in Missoula County (Appendix A, Figure 1):
 - Township 14 North, Range 14 West, portion of SW ½ Section 4 and NE ¼ Section 8
 - FWP land to be leased encompasses 37.4 acres in total.

- PET-owned lands located in Missoula County (Appendix A, Figures 1 and 2):
 - Township 14 North, Range 14 West, portions of the W½ Section 21 and NW ¼ Section 28
 - PET land to be leased encompasses 313 acres in total.

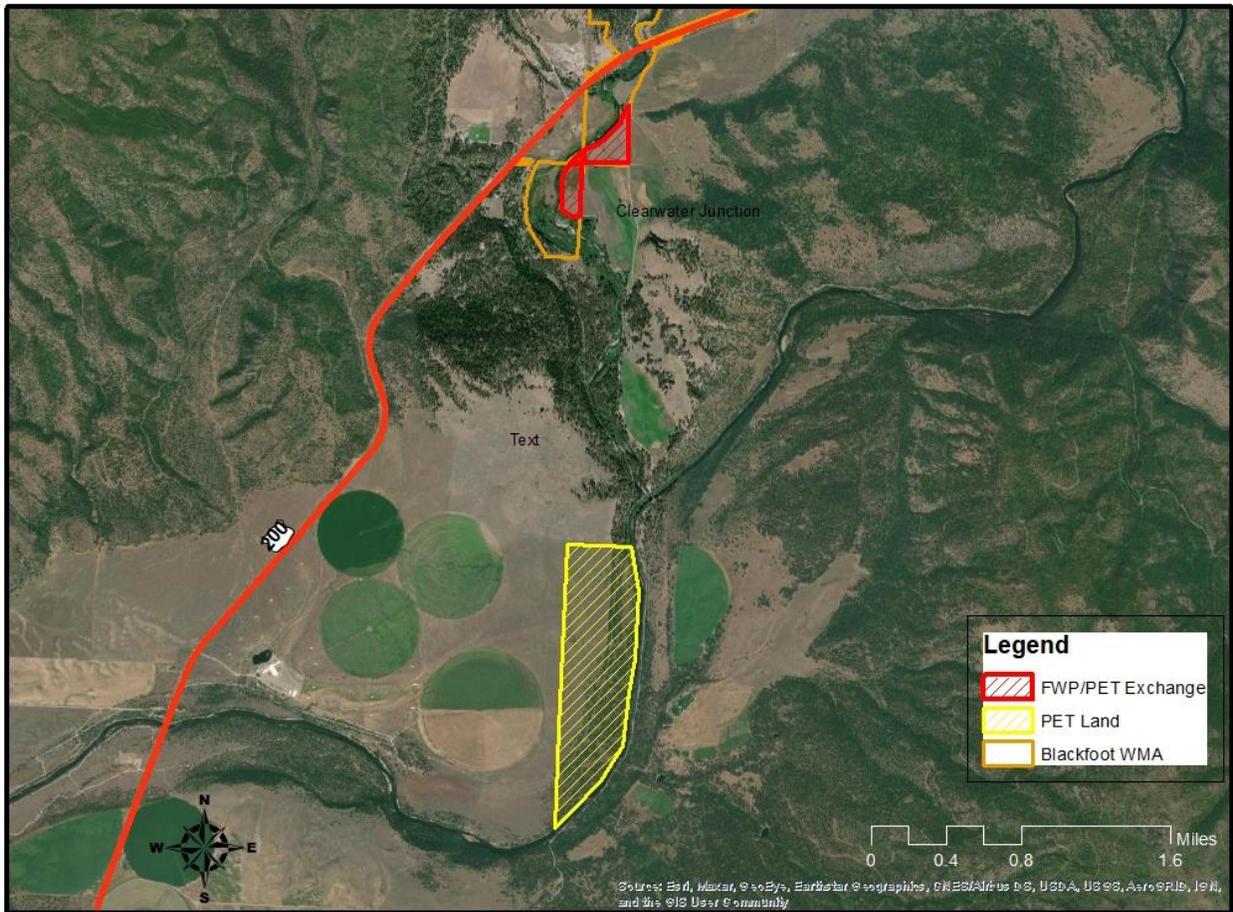


Figure 1. Aerial map of the proposed exchange-of-use locations for the cooperative habitat management lease between FWP and the O.W. Potter Jr. Exemption Trust (PET).

6. Project size:

Approximately 37.4 acres of FWP-owned lands adjacent to the Clearwater River.
 Approximately 313 acres of privately owned lands adjacent to the Blackfoot River.

	<u>Acres</u>		<u>Acres</u>
(a) Developed:		(d) Floodplain	<u>0</u>
Residential	<u>0</u>		
Industrial	<u>0</u>	(e) Productive:	
(existing shop area)		Irrigated cropland	<u>0</u>
(b) Open Space/Woodlands/	<u>0</u>	Dry cropland	<u>17.4</u>
Recreation		Forestry	<u>0</u>
(c) Wetlands/Riparian	<u>0</u>	Rangeland	<u>333</u>

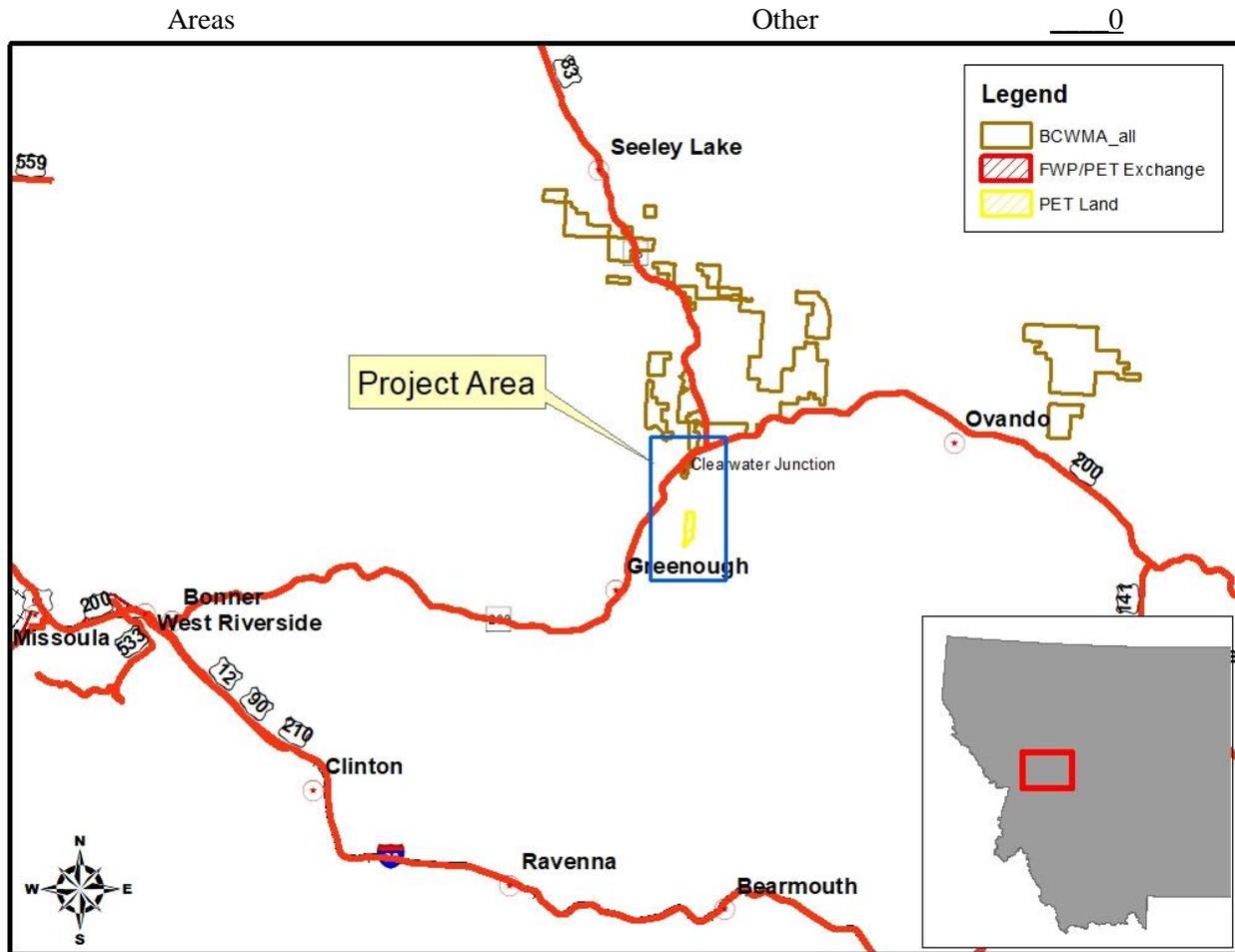


Figure 2. Vicinity map of the proposed exchange-of-use location for the cooperative habitat management lease between FWP and the O.W. Potter Jr. Exemption Trust (PET).

7. List any other Local, State or Federal agency that has overlapping or additional jurisdiction.

- a. **Permits:** None required
- b. **Funding:** not applicable
- c. **Other Overlapping or Additional Jurisdictional Responsibilities:** None

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

In 2008, FWP and the E Bar L Ranch (now, O. W. Potter Jr. Exemption Trust [PET]), entered into a cooperative habitat-management lease agreement that created an exchange-of-use grazing plan on 17.4 acres of the BCWMA adjacent to the Clearwater River along Sunset Hill Road and 152 acres of the PET lands adjacent to the Blackfoot River. In 2015, that lease agreement was renewed through most of 2020.

The PET has offered to defer grazing on an additional 161 acres of its land directly adjacent to the 152 acres that is currently rested for the term of this new agreement. In exchange for season-long deferment from grazing on the 313-acres of PET land, FWP has offered to add approximately 20

acres of native rangeland to its existing 17.4 acres for a total of 37.4-acres.

The subject FWP lands were originally purchased to provide sportsman access to the Clearwater River. The original pasture included in this agreement is comprised of tame grasses and was cultivated hay ground prior to FWP acquisition. Since FWP gained ownership, grazing has been intermittent, and irrigation has been suspended. The newly added 20 acres is native grassland. The larger 313-acre PET pasture consists of native range and sagebrush and provides excellent year-round habitat for a variety of native wildlife (including spring calving and important winter range for elk) and provides high-quality nesting habitat for ground nesting bird species. The PET pasture has been used by approximately 150 elk, annually (Appendix A, Figures 1 and 2).

Mike Frisina (FWP Range Specialist, *emeritus*), Jay Kolbe (FWP Area Wildlife Biologist), and Lois Vero (PET lands) designed the original exchange-of-use grazing plan in 2008. Specifically, the PET grazed up to 10 AUMs (animal unit months) of horses in the late fall on the BCWMA pasture in exchange for year-long deferment (permanent rest) from any livestock use of the PET native pasture.

In this current proposed action, up to 10 AUMs (horses) would be utilized annually as mentioned above, and an additional 10 AUMs would be utilized every third year in the additional pasture using a high-intensity, short-duration grazing strategy during the summer.

Portions of the FWP parcel had significant infestations of spotted knapweed, leafy spurge, oxeye daisy, thistle, and other weeds prior to the inception of the original 2008 lease with the PET. Over the course of the most recent lease (2015-2020), PET has annually treated weeds on the FWP BCWMA lease land, and infestations have been significantly reduced.

FWP proposes to extend (renew) the existing cooperative habitat management lease agreement until December 15, 2026, with the lease modifications mentioned above, including increases in both FWP and PET acreages and increased allowable AUMs.

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

Alternative A: No Action

Under the no-action alternative, the grazing lease on the 17.4 acres of FWP-owned land would not be renewed, and livestock grazing would be excluded from this tame grass pasture. The result of no-action would require the PET to alter their current grazing management plans accordingly. In addition, the 152 acres of native pasture on the PET lands would no longer be rested from livestock grazing.

Under the proposed action and previous agreement, maintenance of the FWP-owned pasture was the responsibility of the PET. Maintenance duties included weed treatment and fence care between FWP and PET properties. These maintenance duties would become the responsibility FWP under the no-action alternative, and the boundary fence between the properties would need to be replaced.

Wildlife habitat benefits would potentially be compromised on the 152-acre native range under the no-action alternative. If livestock grazing returned to the 152-acre parcel, forage that has been available to wintering elk under the cooperative agreement would likely instead be consumed by livestock, and the presence of livestock may also displace elk calving in the area.

Alternative B: Proposed Action

Under the proposed action alternative, FWP would renew a cooperative habitat grazing lease for 7 years with the O.W. Potter Jr. Exemption Trust--a long-time cooperator with FWP. The grazing prescription calls for 10 AUMs of grazing (horses) during late fall on a 17.4-acre FWP pasture, and 10 AUMS of high-intensity, short-duration grazing during the summer on the additional 20-acre FWP pasture in exchange for year-long deferment of livestock grazing of a private 313-acre native range pasture with high value as wildlife habitat. In this proposed action, the Lessee (PET) would increase its pasture size from 152 acres to 313 acres. The Lessee would be responsible for continuing fence maintenance and weed treatment of FWP lease land. See Appendix A for details of the cooperative habitat management lease-agreement.

The proposed alternative would assure continued maintenance of the FWP lease land and provide significant wildlife habitat benefits for elk, deer, and ground-nesting bird species on 313 acres of native sagebrush grassland. The proximity of the 313-acre native range adds value to the Blackfoot-Clearwater WMA, providing important winter range and calving grounds for a herd of approximately 150 elk. Furthermore, care and maintenance and late-season grazing by the PET on the original 17.4-acre FWP pasture and the additional 20-acre native pasture, would enhance early-season forage green-up for elk and deer. FWP believes that renewing this Cooperative Habitat Management Lease Agreement, as newly proposed, would maintain wildlife habitat in this area, continue important public-private habitat management partnerships, and help preserve public hunting access to highly valued private lands.

PART II. ENVIRONMENTAL REVIEW CHECKLIST

Evaluation of the impacts of the Proposed Action (Alternative B) including secondary and cumulative impacts on the Physical and Human Environment.

A. PHYSICAL ENVIRONMENT

1. <u>LAND RESOURCES</u> Will the proposed action result in:	IMPACT *					
	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			1.b
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				

1.b. Livestock grazing may cause soil disturbance within the fenced boundary of the 37.4-acre pastures and near watering sites. Potential soil disturbance caused by the proposed alternative is expected to be minimal on the grazed pasture. Potential soil disturbances in the permanently rested pasture (313-acres) would remain negligible under the proposed alternative.

2. <u>AIR</u> 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				

No impacts are anticipated.

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			3.a
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				

3.a. Consistent with the previous lease agreement between FWP and PET, under the proposed alternative the lessee would be required to install fencing on FWP pasture along the banks of the Clearwater River to exclude all grazing on streambank vegetation to reduce erosion.

4. <u>VEGETATION</u> Will the proposed action result in?	IMPACT *					Comment Index
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	
a. Changes in the diversity, productivity or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)?			X			4.a
b. Alteration of a plant community?			X			4.b
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			4.e
f. ****For P-R/D-J, will the project affect wetlands, or prime and unique farmland?		X				
g. Other:		X				

4.a,b. The proposed summer-season grazing (June 20-Sept 20) is expected to reduce predominantly tame-grass cover and quantity on the grazed area. At this time of year, herbaceous vegetation would be senescent, but the following spring, these grazed areas would provide enhanced green-up, particularly for elk and deer. The proposed agreement would ensure the 313-acre private parcel, comprised of native range and sagebrush, would be rested from all livestock grazing for the duration of the lease agreement.

4.e. Livestock can potentially spread noxious weeds. FWP acres grazed by livestock would be monitored for new weed infestations. The lessee would be required to treat noxious weed infestations on the FWP pastures.

** 5. <u>FISH/WILDLIFE</u> 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			5.b
c. Changes in the diversity or abundance of nongame species?			X			5.c
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			5.h
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				

5.b,c. Livestock grazing activities would reduce the amount of winter forage in the FWP pastures. Big game could be displaced from this field. However, the removal of senescent residual vegetation should enhance spring green-up conditions and provide more palatable and attractive forage for grazing wildlife. FWP expects the proposed agreement to have a positive long-term impact on big game, particularly for wintering and calving elk in the 313-acre native pasture that would be rested from all livestock grazing for the duration of the lease agreement.

In regard to non-game impacts, the reduction in residual cover in the tame-grass field could have a short-term impact on any ground nesting birds that may utilize the area. But long-term rest from livestock grazing would allow the 313-acre native pasture to be utilized by ground-nesting birds.

5.h. Grizzly bears inhabit the Blackfoot Valley and seasonally use riparian habitats for feeding and travel. Because of their generalist nature and large home ranges, the temporary use of the FWP pastures is not expected to adversely affect regular grizzly bear activity.

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				

No impacts are anticipated.

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				

No impacts are anticipated.

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

8.e. Chemical and biological treatment is part of FWP's weed management plan to limit the infestation of noxious weeds on its properties, per the guidance of the 2008 Statewide Integrated Noxious Weed Management Plan¹. Weed treatment and storage and mixing of the chemicals would be in accordance with standard operating procedure.

9. COMMUNITY IMPACT Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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				

No impacts are anticipated.

¹ Available on FWP's website at <http://fwp.mt.gov/fishAndWildlife/habitat/noxiousWeeds/>. Accessed 1 Dec 2020.

10. <u>PUBLIC SERVICES/TAXES/UTILITIES</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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				10.e
f. **Define projected maintenance costs.		X				10.f
g. Other:		X				

10.e,f. No revenues are generated by the grazing lease on the Blackfoot-Clearwater WMA. No additional costs to FWP are expected with the implementation of the proposed grazing lease, as the lessee would be responsible for maintenance of the pasture fences during the grazing period.

** 11. <u>AESTHETICS/RECREATION</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view?			X			11.a
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			11.c
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				

11.a,c. Domestic livestock and signs of livestock use on the WMA may be objectionable to some segments of the public. This proposed agreement would continue to provide enhanced wildlife viewing and hunting opportunities for the public.

12. <u>CULTURAL/HISTORICAL RESOURCES</u> Will the proposed action result in:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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				

No impacts are anticipated.

C. SIGNIFICANCE CRITERIA

13. <u>SUMMARY EVALUATION OF SIGNIFICANCE</u> Will the proposed action, considered as a whole:	IMPACT *					
	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
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				

No impacts are anticipated.

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

The cooperative habitat management lease agreement between FWP and the PET would include all lease stipulations and enforceable control measures.

PART III. NARRATIVE EVALUATION AND COMMENT

Renewal of this proposed Cooperative Habitat Management Lease Agreement would continue to provide maintenance to the 17.4-acre parcel of FWP property adjacent to the Clearwater River. The added 20-acre native pasture, also on FWP land, would be grazed once every three years during the summer months. The PET would maintain fences and provide weed treatment on the FWP pasture in exchange for late season grazing up to 10 AUM. In addition, the PET would exclude all grazing from a 313-acre native grass pasture important for elk winter range and spring calving.

FWP believes that renewing this Agreement, as proposed, would maintain wildlife habitat in this area, maintain important public-private habitat management partnerships, and help preserve an effective working relationship with neighboring private property that also provides public hunting access.

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 would be notified as follows, to comment on the proposed “Blackfoot Clearwater WMA (BCWMA) and O.W. Potter Jr. Exemption Trust (PET) Cooperative Habitat Management Lease Agreement,” including its draft EA and alternatives:

- A legal notice would be published in the *Independent Record* (Helena), *Missoulian*, and *Seeley Swan Pathfinder* newspapers.
- A news release would be prepared and distributed to a standard list of media outlets interested in FWP Region 2 issues. This news release would also be posted on FWP Region 2’s website <http://fwp.mt.gov/regions/r2/>.
- Copies of this environmental assessment would be mailed (or notification of its availability emailed) to neighboring landowners and other interested parties (individuals, groups, agencies) to assure their knowledge of the Proposed Action.
- Public notice on FWP’s website <http://fwp.mt.gov> (“News,” then “Recent Public Notices”). The Draft EA would also be available on this website, along with the opportunity to submit comments online.
- Copies would be available at the FWP Region 2 Headquarters in Missoula and the FWP State Headquarters in Helena.

Copies of this EA may be obtained by mail from Region 2 FWP, 3201 Spurgin Rd., Missoula MT,

5980; by phoning 406-542-5540; by emailing shrose@mt.gov; or by viewing FWP's website <http://fwp.mt.gov> under Public Notices.

This level of public notice and participation is appropriate for a project of this scope having few physical and human impacts, many of which can be mitigated.

2. Duration of comment period, if any.

The public comment period will extend for at least thirty (30) days following the publication of the legal notice in area newspapers.

Comments should be directed by--

Mail to: FWP Region 2
Attn: Sharon Rose
3201 Spurgin Road
Missoula, MT 59804

Or email to: shrose@mt.gov.

Comments must be received by FWP no later than January 19, 2021.

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.

An EA is appropriate for this project based on the minimal impact findings of the proposed activity. As a renewal grazing lease with limited modifications to the previous Agreement's proposed action, the finding of no significant impacts is appropriate.

2. Name, title, address and phone number of the person(s) responsible for preparing the EA:

Scott Eggeman,
Region 2 Area Wildlife Biologist
3201 Spurgin Road
Missoula, MT 59804
406-542-5542
seggeman@mt.gov

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

None

APPENDIX A

TERMS OF PAYMENT AND SERVICES PROVIDED

1. A maximum of 20 AUMs would be provided under terms of this grazing lease:
 - a. 10 AUMs annually on 17.4 acres of FWP land, between the dates of October 15 and December 15.
 - b. 10 AUMS every third year of high-intensity, short-duration grazing during the summer on the additional 20-acre FWP pasture.
2. Payment for this grazing lease shall be considered from exchange of use of land and additional services provided by the lessee. They are generally outlined below:
 - c. Exchange of Use
 - i. Approximately 313 acres controlled by the lessee shall be managed to promote elk use in the winter and during calving in the spring.
 - ii. The lessee shall adhere to the grazing prescription described in the grazing lease that will include complete rest from grazing annually on the 313-acre pasture.
 - d. Services Provided
 - i. Conduct annual wildlife-friendly fence maintenance and repair, including setting up and taking down of temporary fence.
 - ii. Control weeds in the FWP pasture.

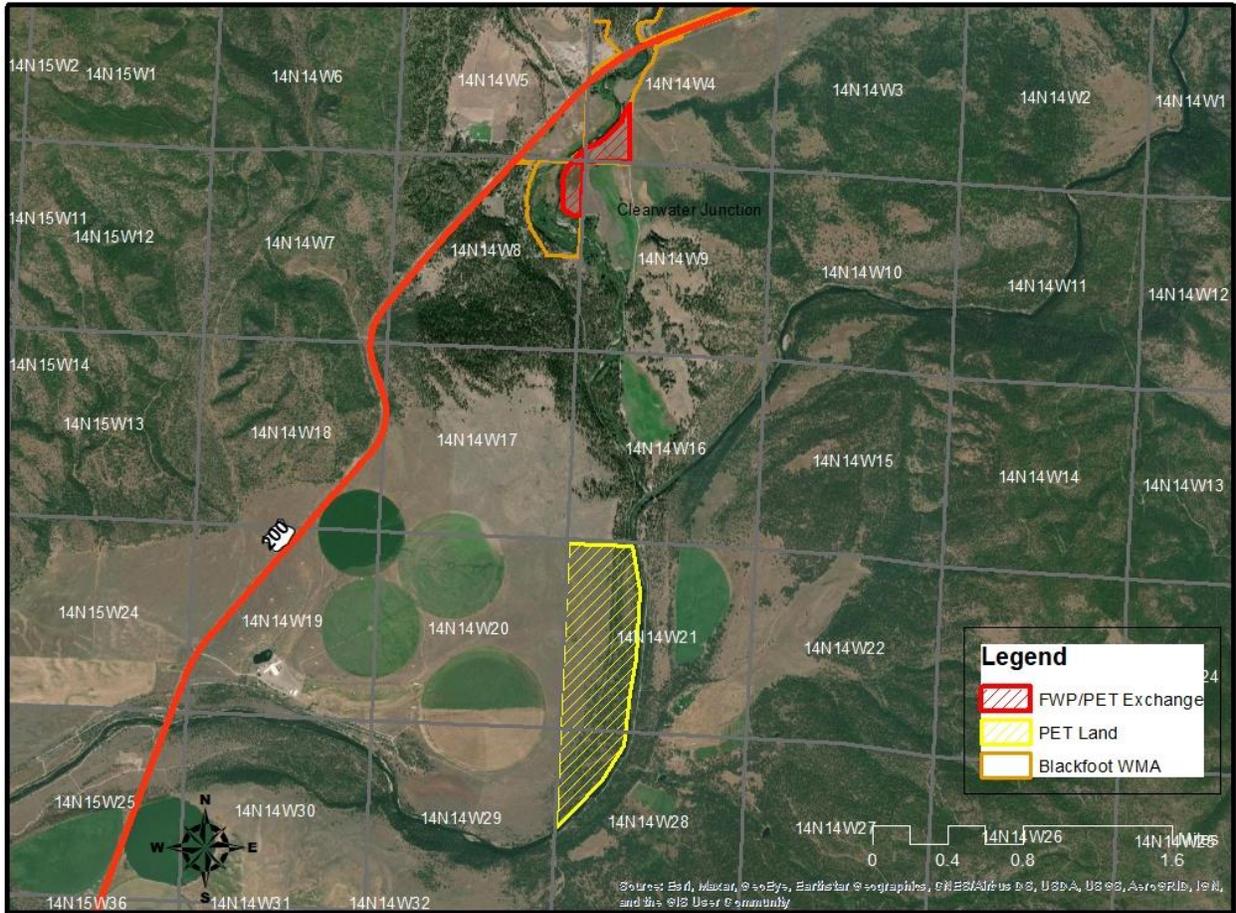


Figure 1. Aerial map of land owned by FWP and by PET that is included in the exchange of use cooperative management agreement.



Figure 2. Photo of the 313-acre PET native-range pasture to be rested year-round, in exchange for use of FWP's 37.4-acre pastures.