North Shore Wildlife Management Area

Management Plan

Draft

December 6, 2018

Montana Fish, Wildlife & Parks

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EXECUTIVE SUMMARY

Montana Fish, Wildlife & Parks (FWP) owns and manages the 427-acre North Shore Wildlife Management Area (WMA) located in Flathead County, approximately seven miles southeast of Kalispell and just north of Flathead Lake. The WMA is a mix of cultivated grain fields, seasonally flooded grasslands, and wooded uplands. The property abuts the US Fish and Wildlife Service's (USFWS) 1,887-acre North Shore Waterfowl Production Area (WPA), and together they protect the lake's longest stretch of undeveloped shoreline and are part of the Audubon-designated Flathead Lake Important Bird Area (IBA). The IBA supports over 229 bird species, including 172 species that are common or seasonally abundant, and hosts tens of thousands of migrating waterfowl that rest and feed in the waters off Flathead Lake's north shore and within adjacent farm fields that flood during springtime. Development pressure, which could result in the loss of critical foraging areas for migratory waterfowl, was the driving force behind the acquisition of the North Shore WMA.

Four broad habitat features make up North Shore WMA – cultivated land, wetland, grassland, and woodland. Most of the WMA, roughly 360 acres (84%), is planted to annual grains and forage. Soils are productive and sub-irrigated by the shallow aquifer that lies close to ground surface year-round. Wetlands comprise roughly 60 acres and include relic flood channels, dominated by reed canary grass, and a wet meadow associated with a broad and shallow basin that holds snowmelt during the spring. A small grassland of European hay species covers four acres, and a series of small wooded patches of ponderosa pine and Douglas-fir also cover four acres. In addition to these areas, several farm structures, including a large barn, are scattered across the property and are reminders of the WMA's agricultural legacy.

The primary goal for the North Shore WMA is to manage seasonal wetlands and agricultural fields to provide resting and refueling habitat for migratory waterfowl during their spring migration. Secondary goals include promoting habitat for upland game birds, songbirds, and other nongame bird species, and to provide public opportunities for outdoor recreation, primarily in the form of hunting and bird watching. Finally, management of the WMA will strive to utilize agricultural practices that promote long-term soil health to demonstrate the connection between soil health and agricultural productivity, water quality protection, and wildlife habitat.

Key management recommendations include drainage ditch improvements to build capacity to manage flooding – adding adjustable weir boards to impound snowmelt and flood fields and ditch deepening to facilitate drainage prior to planting; naturalization of certain cultivated areas to expand permanent cover, including woodland; and use of leave grain, food plots, and cover plots to provide forage and shelter for migrating waterfowl and upland gamebirds. Agriculture will remain FWP's primary management tool, and the WMA will continue to be leased to a grower who, in lieu of payment, will leave a portion of the crop standing in the field. Ultimately, success depends upon a strong and mutually beneficial relationship between FWP and the tenant farmer.

STATEWIDE GOAL FOR WMAS

Montana's WMAs are lands managed by FWP to benefit a diversity of wildlife species and their habitats on behalf of the public and provide compatible public access for fish- and wildlife-related recreation.

GOAL FOR THE NORTH SHORE WMA

The primary goal for the North Shore WMA is to manage seasonal wetlands and agricultural fields to provide resting and refueling habitat for migratory waterfowl during their spring migration. Secondary habitat goals include promoting habitat for upland game birds, migratory songbirds, and other nongame bird species. Finally, where compatible with wildlife management objectives, the WMA will also be managed to promote diverse public recreation, including hunting, nature walking, and wildlife viewing. Because the North Shore WMA is an agricultural landscape that provides essential resources for a variety of wildlife species, management of the WMA will strive to demonstrate integration and connection between soil health, water quality, wildlife habitat, and agricultural productivity.

DESCRIPTION OF THE NORTH SHORE WMA

General Description

The 427-acre North Shore WMA is in Flathead County, Montana, approximately 7 miles southeast of Kalispell. The WMA is bordered by the USFWS's Flathead Lake WPA (1,887 acres) and private land to the south, MT Highway 82 to the north, and private farmland to the east and west (Figure 1). The WMA is farmland and part of the agrarian landscape of the lower Flathead Valley, an area that has been farmed for over a century. Like much of the valley, the North Shore WMA sits on prime agricultural soils, and 84% (359 acres) of the property is in annual crop production (small grain and forage). A historic barn with an attached Quonset hut, two windmills, a pole barn, small corral, and additional ancillary structures attest to this agricultural legacy. In addition to cropland, the property has four small woodland patches totaling four acres and 60 acres of wetland that include relic channels, a seasonally flooded meadow, and a 1-acre stock pond. A gravel road bisects the WMA north to south, providing access to a private residence and public access to the USFWS's WPA.

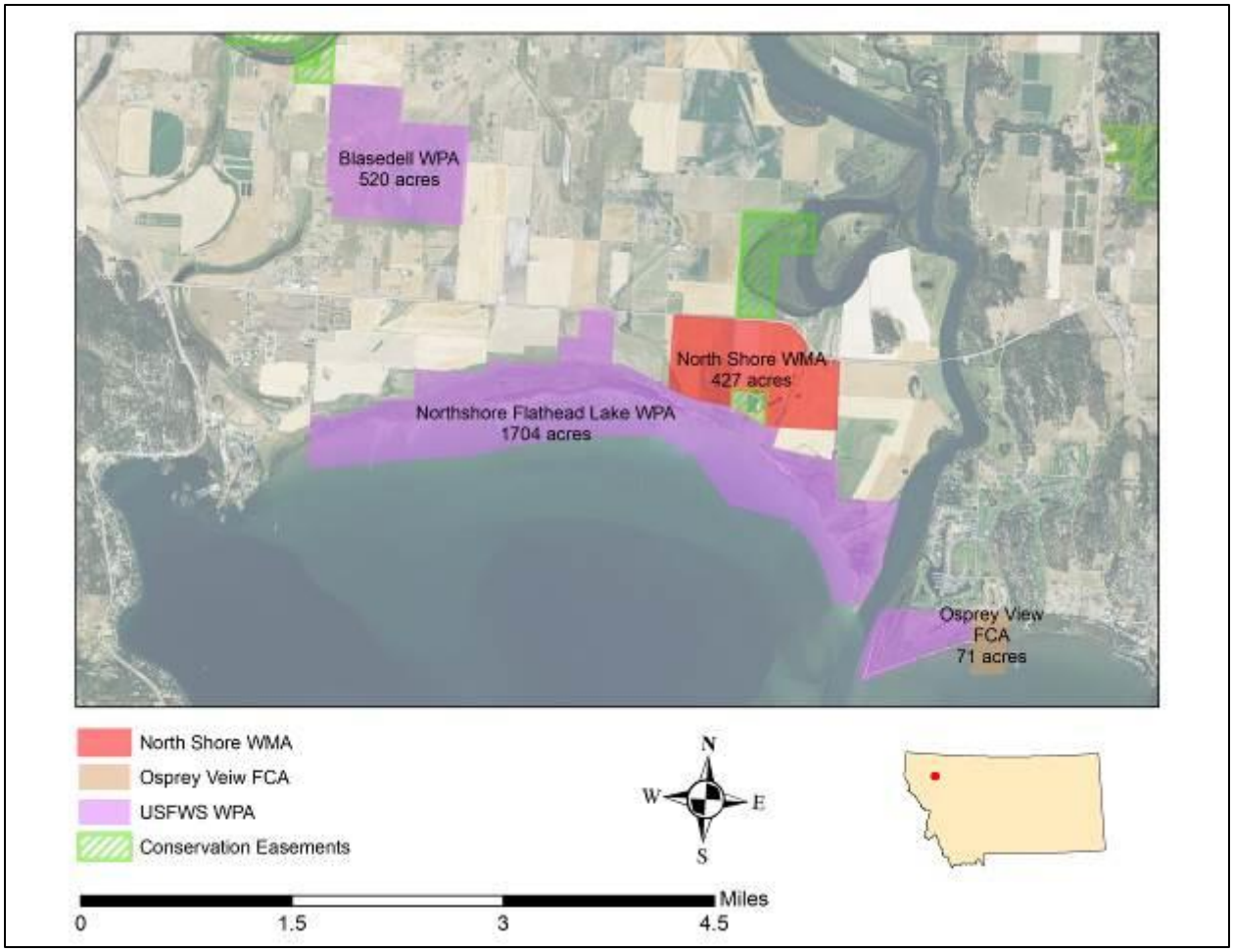

Figure 1*: Landscape context of the North Shore WMA.*

Landscape Context

The North Shore WMA lies in the heart of Flathead Lake's north shore, a largely agricultural landscape between Somers and Bigfork, and the longest undeveloped stretch of shoreline on Flathead Lake (Figure 1). The area is a designated Important Bird Area by Audubon, serves as a wildlife corridor between the Mission and Salish Mountains, and is vital to protecting water quality in Flathead Lake. Increasingly, residential development pressure is transforming this landscape. It is these resource values, coupled with development pressure, that provided the impetus for the acquisition of the North Shore WMA.

Nearest climate data available for the WMA is for Glacier International Airport in Kalispell, approximately 16 miles to the north. Kalispell receives an average of 17 inches of precipitation annually, with snowfall accounting for a portion and averaging 57 inches per year. The average number of days with measurable precipitation is 132. The average July high temperature is 81 degrees and the average January low is 16 degrees. The growing season spans mid-May through mid-September with an average of 126 growing degree days per year.

The North Shore WMA was acquired in three phases between 2008-2016 using funds from Access Montana[1], Bonneville Power Administration (BPA) Fisheries Mitigation Program[2], and Pittman-Robertson dollars[3] (Figure 2). The WMA was created with a vision to *"protect, restore, and enhance surface and ground water resources and riparian/wetlands to benefit fish and wildlife; enhance upland wildlife habitat, particularly for migratory waterfowl and resident birds, through use of traditional agricultural practices; and management and expansion of native ponderosa pine stands, while allowing seasonal public recreational and educational opportunities."* In acquiring the property, FWP acknowledged that the property:

- Is important to maintaining water quality in Flathead Lake.
- Has riparian and wetland habitats that can be restored and substantially enhanced.
- Is comprised, almost entirely, of prime agricultural soils that are highly productive and contribute to the Flathead Valley's agrarian economy.
- Produces agricultural crops such as wheat and barley that provide an important food resource for migratory waterfowl in the spring and fall, as well as for upland game birds and other wildlife.
- Includes four acres of upland conifer stands which provide valuable cover and habitat diversity in an otherwise open agricultural landscape.

[1] Access Montana was a new program in 2007 under Governor Brian Schweitzer and approved by the MT legislature that authorized $10 million in funding to secure critical segments of the Montana landscape for public access and enjoyment, and wildlife preservation.

[2] The purpose of the BPA Fisheries Mitigation Fund is to mitigate for fisheries habitat losses associated with the construction of Hungry Horse Dam. Use of this parcel is constrained by a conservation easement held by BPA (Appendix 4).

[3] The Federal Aid in Wildlife Restoration Act, also known as the Pittman-Robertson Act (PR), became law in 1937. The revenue generated through an excise tax on the sale of firearms and ammunition is appropriated to state wildlife agencies for conservation efforts, hunter education, and shooting programs. Funds must be matched by non-federal dollars, and since its inception, PR funding has provided over $10.1 billion for conservation and access nationwide. The landowner agreed to sell this property at 75% of appraised value which provided the required non-federal match.

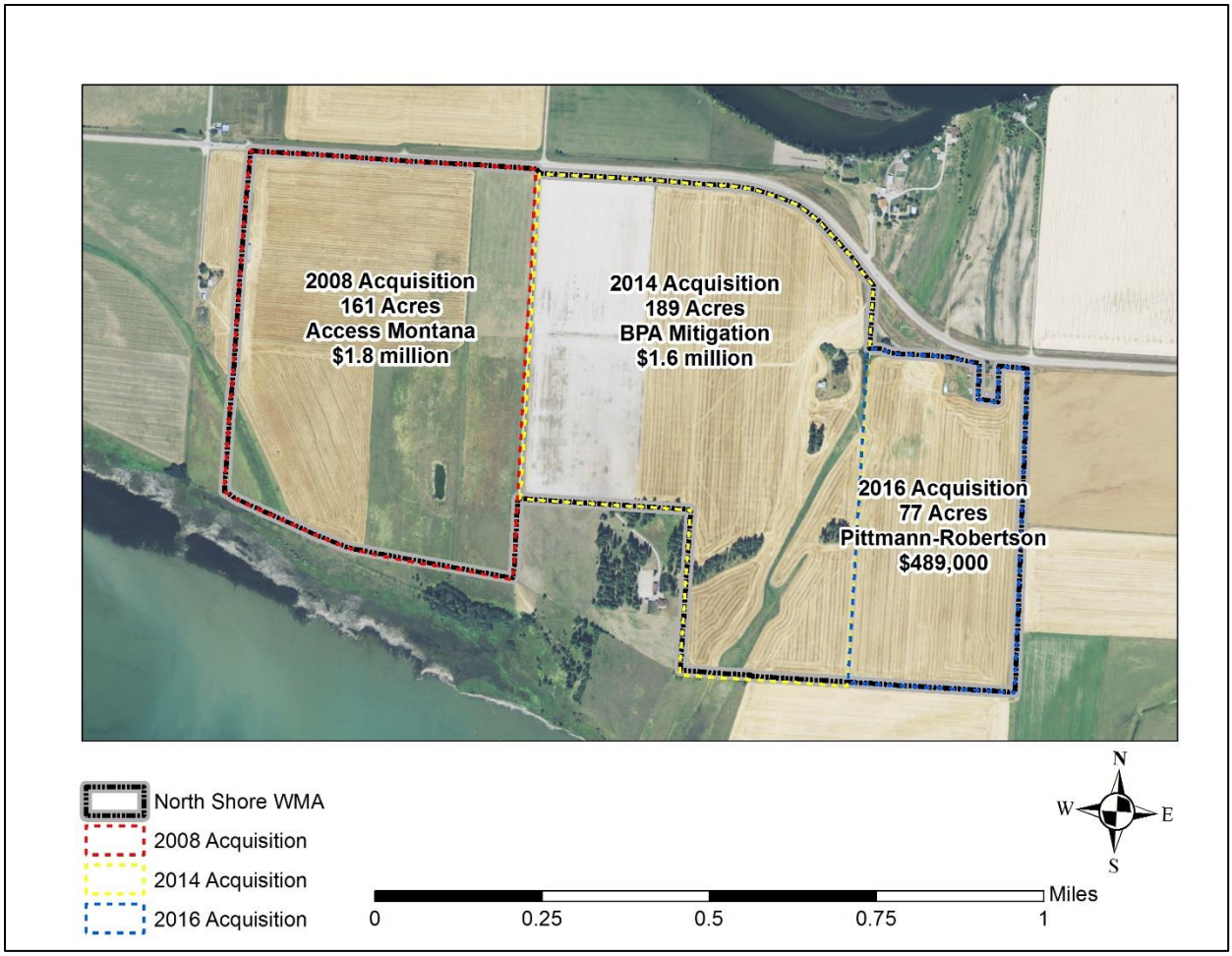

Figure 2: *Sequence and sources of funding for the acquisition of the North Shore WMA.*

NORTH SHORE WMA MANAGEMENT UNITS

This plan considers four broad habitat features as distinct management units on the North Shore WMA – cultivated land, woodland, grassland, and wetland/riparian areas (Figure 3). This section summarizes the current condition and recent management of these areas. Buildings, including farm-support structures and their immediate surroundings, are identified and will be discussed in the section covering infrastructure.

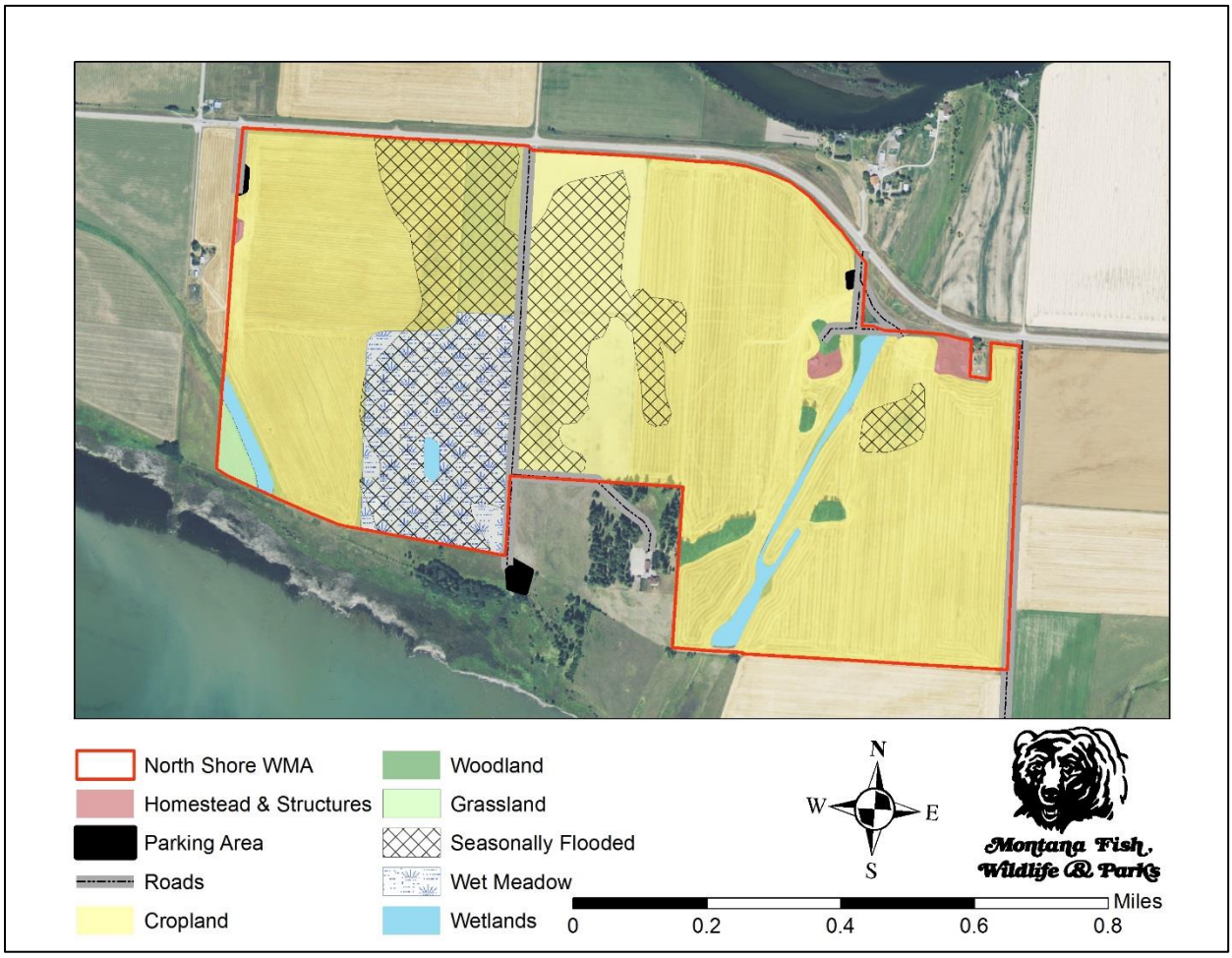

Figure 3: *North Shore WMA Management Units.*

Cultivated Land

The North Shore WMA is an agricultural landscape. Prime agricultural soils currently support 359 acres of productive cropland planted to small grain (winter and summer wheat, barley, lentils, peas, canola, etc.) and forage (sorghum Sudan grass). Soils are a mix of Somers and Swims silty clay loam and Chamokane fine sandy loam. Groundwater lies close to the surface and provides sub-irrigation throughout the growing season. Topography is flat, and soils dry slowly following snowmelt and rain events due to shallow slopes, moderate clay content, and high groundwater table. Fields are currently enrolled in an agricultural lease running through September 15, 2021, where FWP has partnered with a local farmer to keep cultivated land in production while providing food plots, standing grain, cover for wildlife, and weed control.

Woodland

In the eastern portion of the property there are four small woodland patches totaling approximately four acres. These are remnants of a larger forested area which were likely present prior to clearing for cultivation. The three southern stands have a closed canopy of ponderosa pine (*Pinus ponderosa*) and

Douglas-fir (*Pseudotsuga menzesii*). Here, firs range from 20-60 feet tall and pines from 50-80 feet. The understory is shrubby, dominated by western snowberry (*Symphoricarpos albus*), with a scattering of common chokecherry (*Prunus virginiana*), black hawthorn (*Crataegus douglasii*), Oregon grape (*Berberis repens*), Woods' rose (*Rosa woodsii*), and western serviceberry (*Amelanchier alnifolia*). The herbaceous understory is a mix of nonnative species, most commonly quackgrass (*Elymus repens*) and Priority 2B Noxious Weeds, including houndstongue (*Hieracium cynoglossoides*) and Canada thistle (*Cirsium arvense*). A few scattered culms of blue wildrye (*Elymus glacus*) and basin wildrye (*Leymus cinereus*) are the only native grasses within the understory.

The fourth stand, located north of the barn area, is a mix of black cottonwood (*Populus trichocarpa*) (60-70 ft. in height), several Rocky Mountain junipers (*Juniperus scopulorum*), and ornamental and fruit trees and shrubs such as apple (*Malus sp.*), oak (*Quercus sp.*), blue spruce (*Picea pungens*), Norway maple (*Acer platanoides*), and lilac (*Syringa sp.*). East of the barn is a row of scattered trees – primarily quaking aspens (*Populus tremuloides*) with black cottonwood, chokecherry, and Engelmann spruce (*Picea engelmannii*) seedlings. The nonnative silver poplar (*Populus alba*) is also present and spreading.

Grassland

A 4-acre grassland is found in the southwest corner of the WMA and is comprised of a mix of meadow fescue (*Schendonorus pratensis*), Kentucky bluegrass (*Poa palustris*), and smooth brome (*Bromus tectorum*). Canada thistle is also common. Here, a relic channel, inundated for much of the growing season, separates this corner from the rest of the property, effectively limiting equipment access.

Wetlands/Riparian Areas

Wetland features cover approximately 60 acres of the property. They include two relic channels, a 1-acre stock pond, a small borrow area that floods seasonally, and a wet meadow located in the basin created by a shallow topographic depression that receives snowmelt from a broad area and also floods seasonally.

Two relic channels bisect the WMA and are secondary flood pathways for the Flathead River. One channel cuts across the southwest corner; the other runs north to south through the eastern third of the WMA. These relic channels hold water seasonally. While they were once likely lined by riparian vegetation (willows, dogwoods, and cottonwoods), they have long been cleared and today are dominated by reed canary grass (*Phalaris arundinacea*), with broadleaf cattail (*Typha latifolia*) enduring in areas of persistent inundation.

The only permanent water feature on the WMA is a 1-acre, man-made stock pond located in the western third of the property. Surface water elevations track groundwater and fluctuate five feet between seasonal highs in the spring and late summer lows (Figure 4). The pond is ringed with bulrush (*Schoenoplectus acutus*), the banks steeply sloped, and depth uniform (Figure 5). The excavated spoils were spread around the pond's perimeter, creating an elevated berm dominated by smooth brome.

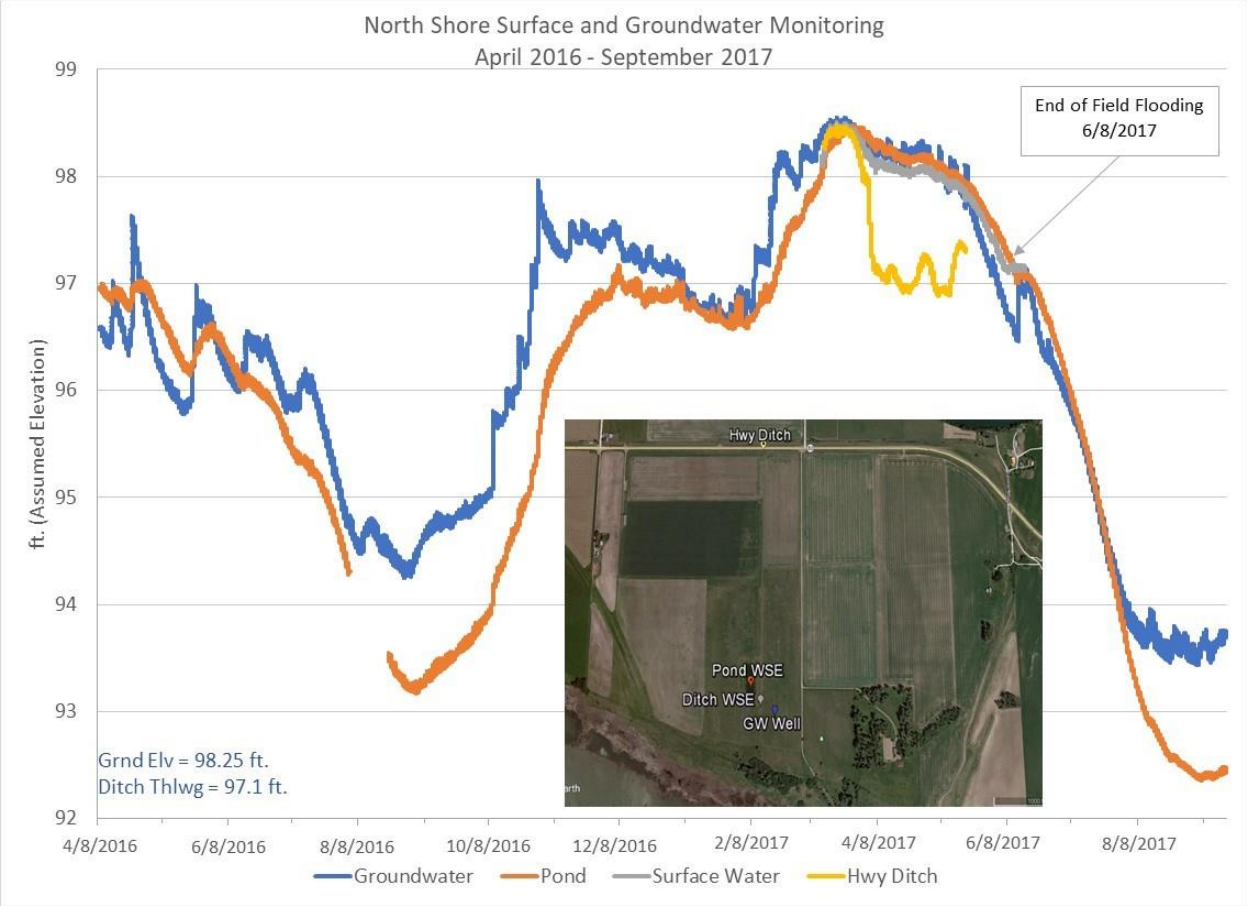

Figure 4: *Ground and surface water hydrographs for the North Shore WMA illustrate that this system is groundwater driven. Both surface flooding (gray line) and pond levels (orange line) closely track groundwater fluctuations (blue line). Pond levels lag groundwater fluctuations and in the summer drop well below as evaporation outpaces groundwater flow into the pond.*

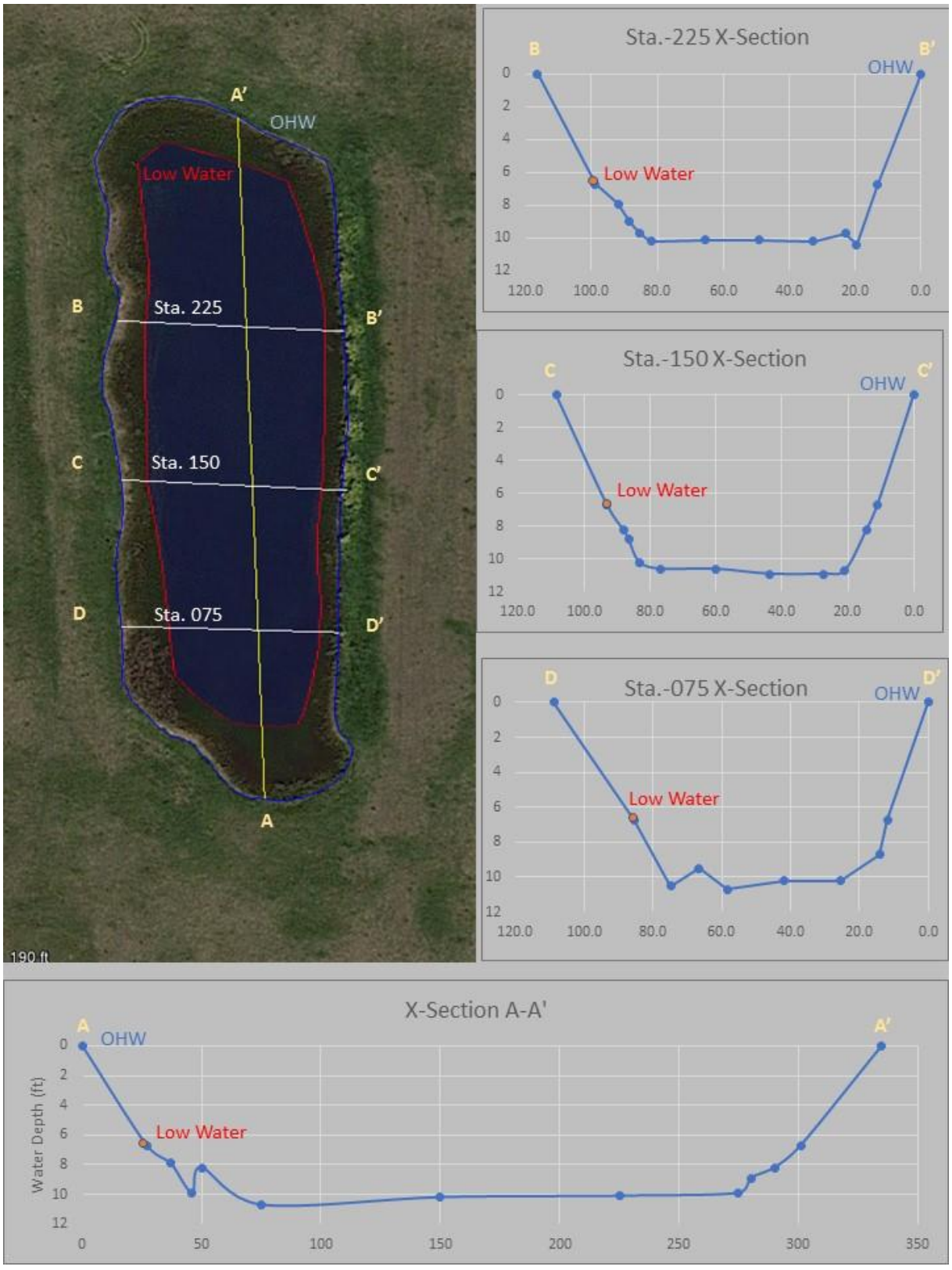

Figure 5: Bathymetry of the man-made stock pond. Pond depths are uniform and banks steeply sloped.

A small borrow area in the northeast third of the WMA, created in the early 2000s prior to FWP ownership, also supports wetland hydrology. This 4-acre area was created when the Montana Department of Transportation (MDT) excavated and removed fill from the area. Despite seasonal flooding, this area remains in agricultural production.

The final wetland area can best be described as a wet meadow occupying the bottom of a shallow topographic basin that collects and holds spring snowmelt. The contributing basin is large – approximately 720 acres, with two thirds of the area located north of Highway 82 (Figure 6). A ditch network facilitates drainage and limits ponding, but functions imperfectly. Ditches are too shallow in depth and slope to effectively convey runoff. In addition, a drainage ditch that runs along Highway 82 intercepts meltwater originating north of the WMA. This ditch is in poor condition and meltwater frequently backs up, adding to flooding on the North Shore WMA. As a result, much of the area continues to flood seasonally. The extent and duration of flooding varies annually with the amount and timing of snowmelt. During wet years, more than 100 acres of the basin will remain flooded, to depths of two-feet, well into May. In dry years, standing water fails to materialize. Any drainage improvements along the highway right-of-way could dramatically reduce the volume of snowmelt reaching the WMA.

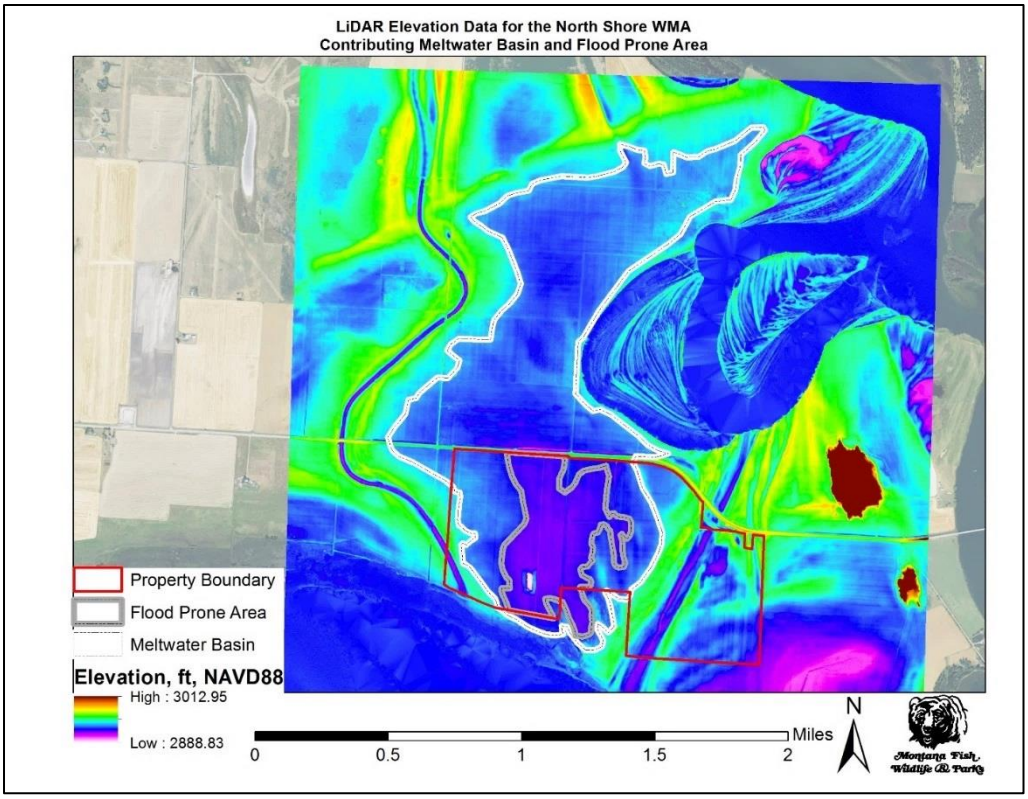

Figure 6: *Extent of the meltwater basin (720 acres) and flood-prone area (120 acres) on the North Shore WMA. Two-thirds of the meltwater basin is north of Highway 82 and flow from this area is intercepted by a drainage ditch running along the highway shoulder. The ditch and associated culverts drain slowly, frequently backing up water onto the WMA – a boon for waterfowl, but a tenuous habitat feature as drainage improvements along the highway shoulder could circumvent WMA flooding.*

Detailed ground and surface water monitoring illustrate that seasonal flooding is driven by a localized rise in groundwater as opposed to impeded infiltration by a confining soil layer (Figure 4). This observation is important for two reasons. It suggests little threat of draining flooded areas by breaching a confining soil layer (e.g., in the process of excavating new wetland features); but conversely, it also demonstrates the futility of trying to augment seasonal flooding with groundwater withdrawals, as doing so would require large withdrawals from the deep aquifer to saturate both the soil profile and inundate the surface.

The wet meadow has formed in that portion of the basin that is consistently too wet to farm. Covering 50 acres, the meadow has been drained, tilled, planted, and grazed and is increasingly dominated by reed canary grass and Garrison creeping foxtail (*Alopecurus arundinaceus*). Other species include Kentucky bluegrass, smooth brome, redtop (*Agrostis gigantea*), black medic (*Medicago lupulina*), and Canada and sow thistle (S*onchus arvensis*). In its natural state, the wet meadow would be larger and similar in composition to areas to the south on the USFWS's WPA. There, a sedge meadow on the shore of Flathead Lake supports a mix of sedges, rushes, and woody shrubs, including Northwest Territory sedge (*Carex utriculata*), lesser bladder sedge (*Carex vesicaria*), Bebb's sedge (*Carex bebbii*), wooly sedge (*Carex lanuginosa*), and Baltic rush (Juncus balticus), and a scattering of black hawthorn, and Bebb (*Salix bebbiana*), Drummond's (*Salix drummondiana*), and Geyer's willow (*Salix geyeriana*). Today, sedges and rushes within the WMA's wet meadow are confined to the drainage ditch.

While the wet meadow itself is degraded, the shallow basin, when flooded, provides vital foraging and resting opportunities for migratory waterfowl. The extent and duration of flooding varies with the timing and volume of snowmelt. When conditions align, thousands of geese, ducks, and swans are attracted to the flooded fields to rest and feed, fueling their migration and subsequent nesting on the waste grain and food plots provided for this purpose (Figure 7). With increasing development pressure and farmland conversion to residential areas, these field feeding opportunities are being lost.

Figure 7: *Inundated fields on the North Shore WMA attract thousands of migratory waterfowl during spring migration. The timing and volume of spring snowmelt determines the extent and duration of field flooding. In many years, conditions fail to align, and flooding does not materialize. In the photo above, Trumpeter Swans take advantage of flooded conditions during the spring of 2014. Increasing frequency, duration, and extent of spring flooding is one of FWP's primary management objectives for the North Shore WMA.*

McClarty Homestead and Ancillary Farm Structures

Farm structures and associated landscaping cover approximately three acres of the WMA (Figure 3). These include a pole barn (33'x112') along the western boundary, the McClarty Homestead inclusive of historic barn and Quonset hut to the east, and a 1-acre corral area in the northeast corner of the WMA. These areas and associated structures will be discussed in the section covering Infrastructure.

HABITAT EFFECTIVENESS

Management of the North Shore WMA will emphasize the enhancement and restoration of wetland and upland habitats to improve resting and foraging opportunities for migratory waterfowl during their spring migration; annual food production through use of leave grain and food plots; and the creation of permanent cover for upland gamebirds, songbirds and other wildlife. In addition, FWP will pursue sustainable agricultural practices that promote soil health, protect water quality, and enhance wildlife habitat.

To achieve these goals, FWP will implement a habitat management and restoration plan (Figure 8) to naturalize a portion of the property, augment effective wildlife habitat, and increase hunting and wildlife viewing opportunities. Regardless, most of the property will remain in cultivation with agriculture a key component of management. FWP will work closely with the tenant farmer(s) to ensure mutual success.

The habitat management and restoration plan includes four main components:

1) Wetland enhancement
2) Upland forest expansion
3) Permanent cover creation
4) Agricultural actions to improve wildlife habitat, water quality, and soil health

These four themes will be discussed in detail below.

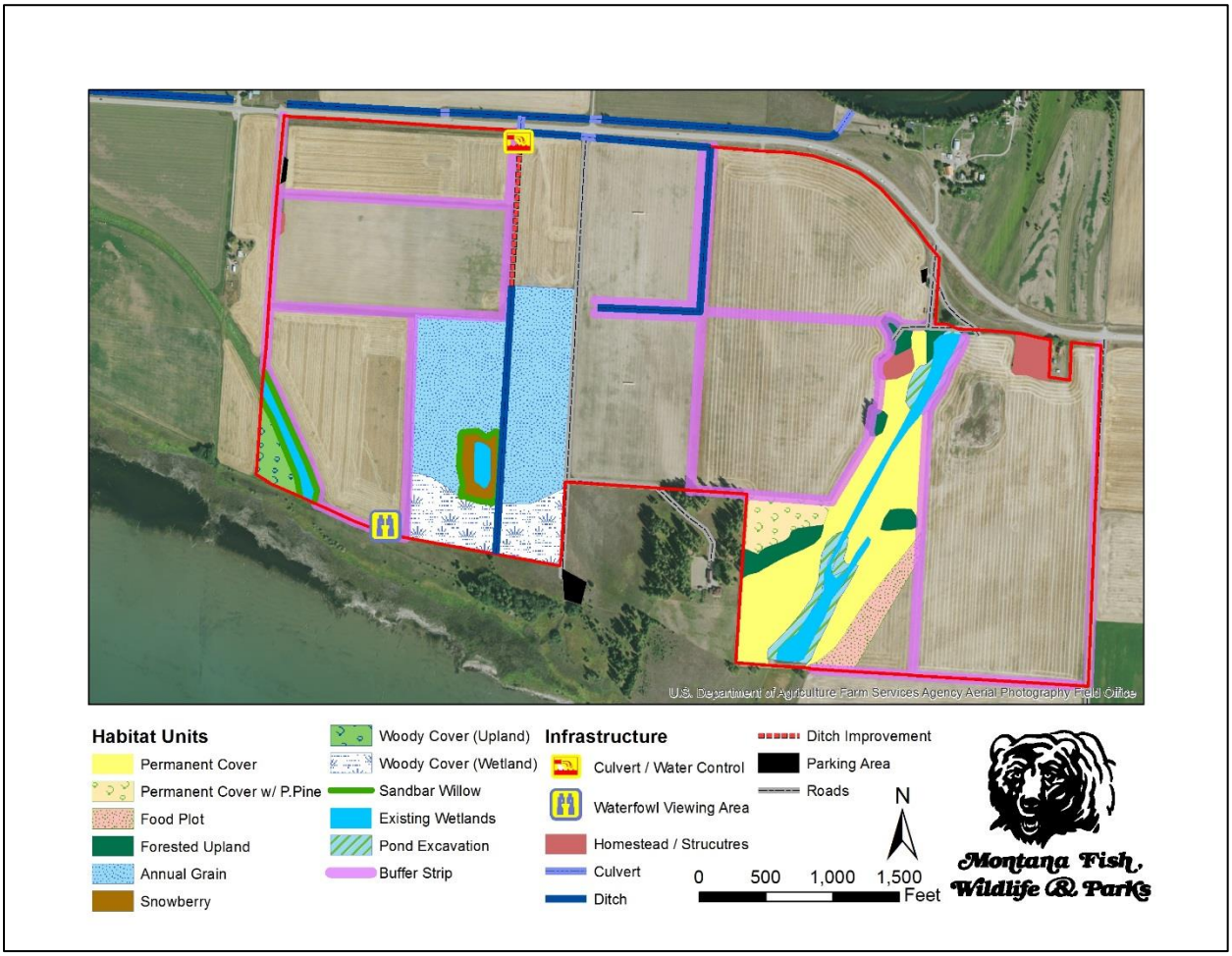

Figure 8: *Restoration and habitat management plan detailing habitat management units and areas of seasonal flooding.*

Wetlands and Riparian Habitat Management

The primary purpose of the North Shore WMA is to provide foraging and resting areas for waterfowl during their spring migration. Enhancing the frequency and duration of shallow basin flooding is the most significant habitat improvement opportunity on the North Shore WMA. Here, the drainage ditch system is a double-edged sword – draining the wetland upon which waterfowl depend to create conditions favorable for the grain production upon which waterfowl feed. Because the potential flood zone and drainage network extend well beyond WMA boundaries, simply plugging ditches to restore natural drainage patterns is not feasible. However, opportunity does lie in ditch improvements to build management flexibility, providing the ability to both impound and drain melt water. Secondary wetland enhancement opportunities include deepening existing relic channels to create semipermanent water features. Excavating channels deeper would eliminate conditions that support reed canary grass in favor of open water, adding diversity to the habitat features on the WMA. As these relic channels are closely coupled with the shallow groundwater aquifer, water depths would fluctuate seasonally with the groundwater table.

Wetland and Riparian Habitat Management Objectives:

Restore wetland features to provide enhanced shallow, sheet-water habitat for resting and feeding waterfowl during spring migration and semipermanent water features for other wetland-dependent wildlife.

Wetland and Riparian Habitat Management Actions:

Shallow-water Habitat Enhancement

- Install culvert and adjustable weir board system at the northern end of the WMA drainage ditch and periodically clean/maintain it to allow better management of surface flooding for benefit of migrating waterfowl and crop production. The ditch is currently insufficient in depth and slope to effectively drain the planting area. As a result, both habitat and crop production are impacted. Maintaining the ditch and adding a weir board system provides a minimum-cost approach to maximizing habitat objectives. *High Priority*

- Secure water right from Montana Department of Natural Resources Water Rights Bureau for authority to seasonally block drainage ditch and impound surface water. *High Priority*

Semipermanent Water Features

- Create semipermanent water features within relic channels. These relic, secondary floodplain pathways are seasonally flooded depressions dominated by a monoculture of reed canary grass. In their current state, they offer little wildlife value. Deepening channels would provide semipermanent water features resistant to reinvasion by canary grass and would increase habitat diversity on the WMA. *Medium Priority*

Wet Meadow Enhancement

- Augment waterfowl foraging opportunities by broadcast seeding flood-tolerant species into northern two-thirds of wet meadow (smartweed, millet, etc.). Provide cover by planting woody species within southern third of the wet meadow (e.g., willows, hawthorn, and dogwood). *High Priority*

Upland and Forest Habitat Management

The WMA and surrounding landscape were once forested. The timbered stands on the property are remnants of a once large and contiguous woodland that likely extended across the valley. By 1937 most of that forest had been cleared for agriculture, though a small woodlot remained south of the barn and provided cordwood and saw timber (Figure 9). Absent cultivation, the WMA would gradually transition into forest. Already, ponderosa pine is seeding into grasslands to the south on the USFWS WPA, demonstrating the capacity of this landscape to support woodland expansion.

Figure 9: *The 1937 aerial photo mosaic of the North Shore of Flathead Lake. The approximate boundary of the WMA is outlined in red. Note the extent of conifer stands on the property and their absence from the surrounding landscape.*

Upland Forest Habitat Management Objectives:

Promote ponderosa pine – Douglas-fir woodland expansion and eventual reconnection of remnant stands into a contiguous woodland, providing wildlife cover and diversity within the agriculturally dominated landscape.

Upland Forest Habitat Management Action:

- Restore five acres of ponderosa pine to the north of the WMA's southern-most pine stand (Figure 8). Field areas will be converted to a grassland of thick-stemmed bunch grasses to provide permanent cover and weed suppression. Once cover is established, ponderosa pine seedlings will be planted into the seeded area. *High Priority*

- Encourage gradual expansion of ponderosa pine woodlands to eventually create one contiguous woodland area providing cover and structural diversity on the WMA. *Medium priority*

Grassland Habitat Management

Wildlife cover on the North Shore WMA is sparse. Existing cover patches are limited to a few acres of woodland and uncultivated areas dominated by cool-season grasses. Goals for forest expansion are described above. In addition, to providing additional wildlife cover, FWP will (1) expand permanent cover by planting thick-stemmed grasses in strategic locations and (2) transition the grassland located in the WMA's southwest corner into a shrub thicket by planting a mix of shrubs including black hawthorn and Rocky Mountain juniper.

Grassland Management Objectives:

The goal for managed grasslands is to establish and maintain mixed stands of perennial herbaceous vegetation throughout the WMA that are seasonally beneficial to a wide variety of species, particularly pheasants and ground-nesting songbirds. A mix of species is desired, including stiff-stemmed grasses to hold up in wind, rain, and snow; sod-forming grasses to resist weed invasion; and legumes to provide overhead cover, nitrogen fixing capability, and invertebrate food resources.

Shrub thickets on the WMA will provide summer and winter thermal cover and security for wildlife.

Grassland Management Actions:

- Establish 25 acres of permanent cover adjacent to relic channels and between existing woodland patches. Areas will be planted to a mix of thick-stemmed bunchgrasses and forbs to provide cover for upland gamebirds and songbirds. Areas will require renovation over time and gradual conversion to open ponderosa pine woodland will be encouraged. *High Priority*

- Transform the grassland in the southwest corner of the WMA into a 4-acre shrub thicket, providing food and thermal cover for wildlife. Seedlings of desired shrub species will be directly planted into existing matrix of cool-season grasses. While species composition of the existing

grassland is of little wildlife value, grass cover will provide weed control during thicket establishment. Fencing will be required during seedling establishment to protect from deer browse. *High priority*

- Plant spoil mound surrounding stock pond with snowberry and Woods' rose to provide cover for pheasants and other wildlife (2.5 acres). Add sandbar willow along margin between spoils and ephemeral wetland. Fencing will be required during seedling establishment to protect from deer browse. *High Priority*

Cultivated Land Management

The North Shore WMA is actively farmed, with 84% of the land area planted to annual grain and forage crops. While restoration and habitat management will reduce the total acres of cropland, the majority of the WMA will remain in agricultural production. Therefore, agriculture and the practices employed will have a disproportionate impact on wildlife habitat and water quality. This is not unique to the WMA. Agriculture is a dominant land use In the Flathead Valley, and much of the valley is underlain by shallow groundwater, creating a direct link between agricultural activity and water quality. By employing agricultural practices that promote soil health and protect water quality, the North Shore WMA can serve to demonstrate the synergy between productive agriculture lands, healthy soil, water quality, and quality wildlife habitat that includes important food sources for migrating waterfowl and other wildlife species.

Cultivated Land Management Objectives:

The North Shore WMA will serve as a regional example of the successful integration of productive farmland and wildlife conservation through use of agricultural practices that promote soil health, protect water quality, and enhance wildlife habitat.

Cultivated Land Management Actions:

- Agriculture will serve as an important management tool employed to achieve habitat objectives. In lieu of a cash payment, the tenant farmer will be required to leave a portion of the crop standing for wildlife food and cover, as well as provide other maintenance responsibilities including weed control in fields and adjacent buffer and parking areas.
    - Competitively bid agricultural lease opportunities to maximize the state's leave share and attract a tenant interested in partnering with FWP to manage the property for long-term soil health, productivity, wildlife benefit, and water quality protection.
- Maximize wildlife habitat values on the WMA by providing leave grain, planting food plots and cover crops, planting buffer strips, and the strategic conversion of cropland to perennial cover - grasses, forbs, and shrubs. *High priority*
    - *Leave areas and food and cover plots* – The tenant farmer will leave a portion of the crop standing (current lease requires 20%) in the field in lieu of payment. Leave areas will generally be distributed evenly across the cultivated landscape. The wildlife value of leave

areas can be increased by planting a mix of crops together: grain, legumes, and other crop varieties (e.g., sorghum) to provide both food resources and cover. FWP will provide seed for such plantings and work with the tenant farmer to plant a portion of the required leave area to these more diverse food and cover plots.

- *Buffer Strips* – Buffer strips, 33 feet wide, will be planted to delineate property and field boundaries, provide travel corridors for wildlife and visiting public, and provide nesting and wildlife cover. Buffer strips will be planted to a mix of stiff-stemmed grasses, sod-forming grasses, and forbs. Buffer strips will require periodic disturbance (e.g., mowing or grazing) or renovation over time to maintain productivity. Woody shrubs may be added over time to provide additional cover and wildlife benefits, but may also be subject to herbicide drift and loss when buffers require replanting.

- *Strategic conversion of cropland* – Discussed above under grassland management.

- Employ sustainable management practices to promote soil health, protect water quality, and enhance wildlife habitat. *High priority*

  Actions include:

  - *No-till agriculture* – Lease conditions stipulate the tenant farmer employ no-till agricultural practices to promote infiltration and organic soil development.

  - *Diverse crop rotation* – Lease conditions stipulate the tenant farmer implement a multiyear crop rotation to improve soil health; manage insects, disease, and weeds; and improve productivity.

  - *Cover Crops* – FWP will work with the tenant farmer, the Natural Resources and Conservation Service (NRCS) Soil Services, and others to integrate cover crops into the planting rotation to promote soil health and productivity while also maintaining grain availability for migratory waterfowl and other wildlife.

  - *Integration of periodic high-intensity grazing or mowing to enhance soil incorporation of standing organic matter* – FWP will look to integrate high-intensity rotational grazing into a cover-crop strategy to facilitate cover-crop termination and integration of organic matter and nutrients back into the soil.

WEED MANAGEMENT

The primary noxious weed on the WMA is Canada thistle, and it is found throughout the agricultural fields, field borders, and in naturalized areas. Houndstongue is also present in low densities in the woodland understory and grassland areas. A stand of silver poplar, a nonnative tree, is located adjacent to the east parking area, just off the WMA on property owned by MDT. The poplar is spreading along the highway corridor and has potential to encroach upon the WMA. Weed management within cultivated fields, along

access roads, and in public parking areas is the responsibility of the tenant farmer. FWP contracts with a local weed control contractor to minimize weeds in grasslands, woodlands, and around existing buildings.

Weed Management Objective:

Prevent, contain, reduce, and/or eradicate noxious weeds on North Shore WMA and prevent dispersal of weed seed from the WMA.

Weed Management Actions:

- Continue to manage weeds in a manner consistent with FWP's "Statewide Integrated Noxious Weed Management Plan." *High Priority*
- Continue to inventory noxious weeds on the WMA. *High Priority*
- Continue to control noxious weeds with emphasis on new infestations and areas of public use, such as WMA access roads and parking areas. Emphasis will also include control along property boundaries. *High Priority*
- Continue to employ lease agreements to ensure weed control in cultivated areas, buffer strips, and parking areas is the responsibility of the tenant farmer. *High Priority*
- Partner with neighbors to control silver poplar to prevent its spread, especially into areas slated for restoration and habitat management. *Medium Priority*

INFRASTRUCTURE

Infrastructure on the WMA reflects the property's agricultural history and includes fences, roads, an original homestead site, historic barn and Quonset hut, pole barn, several ancillary structures scattered throughout the property, and a network of drainage ditches. In addition, FWP maintains boundary fences, signage, and two parking areas.

Infrastructure Management Objectives:

Infrastructure on the WMA will be maintained per FWP's WMA Maintenance Standards (Appendix 1).

<u>McClarty Homestead and Ancillary Farm Structures</u>

Rising forty feet above the surrounding landscape, the McClarty Barn is the WMA's most prominent structure and a designated Montana Heritage Site[4] (Figure 10). The McClarty family came to the Flathead

[4] A "Heritage Property" is a district, site, building, structure, or object that is significant in American history, architecture, archaeology, or culture (MCA 22-3-321(4)).

Figure 10: *Rising above the surrounding landscape, The McClarty Barn is a prominent fixture on the WMA. Recently restored, the Barn is open to the public and a designated Montana Heritage Site.*

Valley from Canada just as the north shore of Flathead Lake was being settled in the late 1800s. They built a home and barn on the site around 1910 and raised two sons on the property, Percy and Homer. In 1920, Joseph and Catherine returned to Canada and left the farm to their son Percy. Percy and Esther McClarty lived on the family homestead and raised two sons there. In 1942, when Kerr Dam (now Seli'š Ksanka Qlispe' Dam) threatened to flood much of the McClarty property, the family sold it to Montana Power. The land did not flood, and in 1953 the Wittlake family purchased the property and added the metal Quonset hut to the barn for a swine operation. The Wittlakes continued to farm the property but divided the property into five parcels. Darrell Worm bought the property in 1992, continuing its agricultural use, and worked with FWP and other conservation partners to save the valuable land from being developed. Using proceeds from the sale, Mr. Worm restored the historic barn, and today, the structure is in good condition. In addition to the barn, the site includes the concrete foundation of the McClarty home, well, and several ornamental and fruit trees. Other farm structures scattered around the property include a large pole barn (33'x112') on the WMA's western boundary, a 1-acre corral area in the northeast corner of the property that includes a wood frame shed (10'x12'), pole shed (10'x16'), and two small corrals. This area is dominated by cool-season grasses and includes a shallow wetland depression dominated by broadleaf cattail and reed canary grass. Finally, there are two metal windmills on the property as well as a drainage ditch system that partially drains the shallow topographic basin in the property's interior.

Homestead and Farm Structure Management Objectives:

The McClarty homestead site will serve as the property's primary gateway. Information, in various forms, will be shared at this location to help orient visitors and provide details about the site, its history, and ongoing management. As part of the visitor experience, the barn will remain open to the public unless vandalism, vagrancy, or other problems threaten the integrity of the historic structure or public health or safety. Like many barns, small mammals and birds have taken up residence, and little to no effort will be made to either exclude these denizens or periodically remove signs of their occupation. FWP will endeavor to maintain the barn's structural integrity and the site's other aesthetic values, though no funding source has been identified to help do so at this time.

Management Actions:

- Rejuvenate, maintain, and possibly expand the landscaping around the former homestead to provide a welcoming gateway to the property. *High Priority*
- Maintain the McClarty Barn as the public's primary entry point to the property, ensuring its ongoing preservation through continued maintenance. *High Priority*
- Develop education and outreach material to highlight specific topics germane to the property, landscape, and WMA management. *Medium Priority*
- Naturalize the former corral area by removing existing structures and promoting permanent cover. *Medium Priority*

Fences

Wire strand fence demarcates much of the property boundary. When acquired, FWP improved wildlife passage across the North Shore WMA by removing fence and/or replacing sections with smooth-wire, a more wildlife-friendly type of fencing (Figure 11). Save for a few remnants slated for removal, fencing is in good condition.

Management Actions:

- Survey, mark, and fence the boundary between the WMA and private residence in the northeast corner of the WMA. *High Priority*
- Remove approximately 1 mile of fence as illustrated in Figure 11. These segments are obsolete, in disrepair, and in some cases include hog-wire fences prone to wildlife entanglement. Replace boundary fence in the southwest corner with wildlife-friendly fencing. *High Priority*
- Annually inspect property boundary and maintain approximately 2.75 miles of boundary fence. *High Priority*

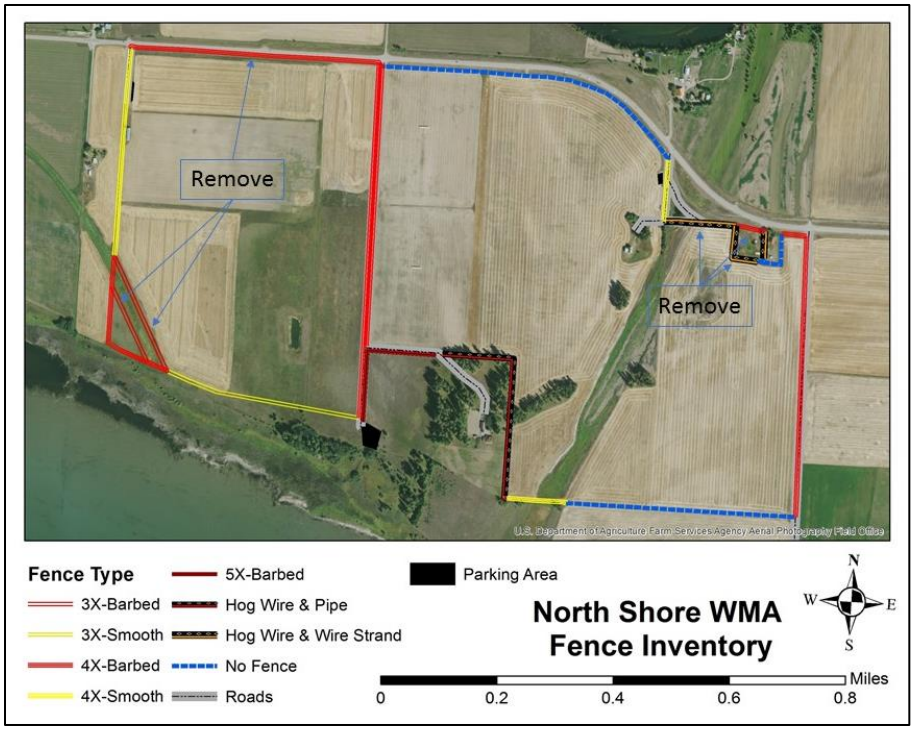

Figure 11*: North Shore WMA fence location and type.*

Drainage Ditch Network

Drainage ditches maintain productivity on about 15% (60 acres) of the cultivated acres of WMA. However, by draining these areas, ditches reduce flooded field habitat during waterfowl migration. Ditch enhancements will be implemented to facilitate water management – enabling impoundment during migration and drainage during the growing season. The following actions will be pursued:

- A culvert will be installed at the northern end of the drainage ditch where it leaves the WMA. The culvert's main purpose is to facilitate equipment access across the ditch. *High Priority*
- Weir boards will be installed at the northern end of the new culvert to facilitate impoundment and drainage of surface flooding. *High Priority*
- Along its northern third, the drainage ditch will be deepened to improve drainage of cultivated areas. *High Priority*

Roads

FWP maintains two parking areas on the WMA. Parking areas are delineated with fencing and accessed by gravel drives. In addition, the USFWS owns two gravel driveways providing public access to the WPA. One road forms the WMA's eastern boundary; the other bisects the property north-south. The latter drive also accesses a private residence. Seasonal flooding within the shallow wetland basin has the potential to submerge and soften this gravel drive. Any efforts to enhance seasonal flooding must also evaluate potential to exacerbate impacts to this USFWS road.

Management Actions:

- Expand eastern parking area. The gravel lot is too small; parking is limited and maneuvering vehicles difficult. *High Priority*
- Routinely mow parking areas and monitor for additional maintenance needs (e.g., litter, vandalism). *High Priority*

Signs

Information for WMA users is limited to entrance signs posted within the two parking areas. Boundary signs are posted along the WMA border, and an informational handout is provided at the entrance to the McClarty Barn.

Management Actions:

- Continue to annually inspect and maintain boundary, road, and entrance signs. *High Priority*
- Add signage to enhance user experience and interpret property resources, landscape changes, and to communicate a broader message about FWP and the role our WMAs play in providing wildlife habitat, hunting opportunities, and other diverse, recreational opportunities. *High Priority*
- Install and maintain all signs per FWP and WMA maintenance standards. *High Priority*

PUBLIC USE

Commission rules regarding public use on all WMAs statewide are revised/adopted on a biennial schedule (http://fwp.mt.gov/fishAndWildlife/wma/). As a general objective, public access to the WMA is intended to be as uncomplicated as possible, with the intent of supporting public enjoyment opportunities so long as they do not conflict with FWP rules or the primary purposes (wildlife habitat functions) of the WMA. Necessary restrictions include no use of motor vehicles, no fires, and a requirement that pets remain on leash at all times except during the upland and migratory bird hunting seasons. In addition, to protect birds during migration and nesting seasons, the WMA is currently closed to the public between March 1 and July 15. While this closure is consistent with regulations governing public access on the neighboring USFWS WPA, it precludes any opportunity for the public to observe and appreciate the congregation of waterfowl during spring migration. Providing a viewing opportunity on the WMA where the public can experience and appreciate the spring waterfowl migration is a management priority.

The North Shore WMA provides opportunity for outdoor recreation, primarily in the form of hunting and bird watching. Increasingly, the property will also attract visitors interested in the property's cultural resources and evolving management. Another goal for public visitation is to interpret these resources and landscape changes to communicate a broader message about FWP and the role WMAs play in providing wildlife habitat and hunting opportunities, as well as other diverse recreational opportunities. Located in the Flathead Valley, one of Montana's fastest growing communities, the North Shore WMA is uniquely

positioned to engage visitors and build awareness of, interest in, and support for Montana's fish, wildlife, and state park resources.

Management Actions:

- Expand public recreation opportunities by allowing use of the McClarty home site throughout the year, including during the March 1 - July 15 wildlife closure. *High Priority*
- Develop a wildlife viewing area (viewing tower or platform) in the southwest corner of WMA, enabling the public to observe spring waterfowl migration without impacting bird use of the property. *High Priority*
- Seek partnerships that will diversify wildlife-related recreational opportunities without detracting from the primary goal for the property. *High Priority*

BPA-HELD CONSERVATION EASEMENT

A portion of the North Shore WMA was purchased with Bonneville Power Administration (BPA) Fisheries Mitigation funding to mitigate for fisheries habitat losses associated with the construction of the Hungry Horse Dam (Figure 2). Use of this parcel (189 acres) is constrained by a conservation easement held by BPA (Appendix 2).

APPENDIX 1 – FWP WMA MAINTENANCE STANDARDS

Operations & Maintenance Funding Prioritization Guidelines

Background

Montana Fish, Wildlife & Parks (FWP) is responsible for the management, maintenance, and enhancement of 69 Wildlife Management Areas (WMAs) totaling approximately 443,000 acres. WMAs span across a broad range of habitats. Maintenance of these lands is paid for through a biennial allocation of Habitat Montana Funds in accordance with MCA 871-242 which allocates a percentage of license sales to operations and maintenance on WMAs.

This document is intended to provide guidance to department staff tasked with determining WMA maintenance and enhancement needs and prioritizing funding for projects that address these needs.

Process

Periodically, Helena staff will call for the submission of funding proposals for larger Operations and Maintenance (O&M) projects that cannot be funded through regional WMA budgets. Area Wildlife Biologists and WMA managers identify needs on the WMAs and conservation easements they manage and submit proposals for projects that address these needs. Most projects follow under one of two categories: maintenance or habitat enhancement. These proposals are reviewed and approved by regional wildlife managers and submitted to Helena. Proposals are then evaluated by a committee consisting of WMA managers, Wildlife Managers, Wildlife Habitat Bureau Chief, and Wildlife Division Chief. Funds are allocated to high priority projects that meet one or more of the following criteria.

Prioritization Guidelines

The following guidelines detail state-wide priorities for O&M funding. These guidelines are provided as a tool to assist in the development of proposals and the allocation of funding.

1. *Good Neighbor Statute*
    - Montana FWP is required by law to manage with "a goal of no impact upon adjoining private and public lands by preventing impact on those adjoining lands from noxious weeds, trespass, litter, noise and light pollution, streambank erosion, and loss of privacy." (MCA 23-1-126).
2. *Public safety*
    - Does the project address an existing or potential public safety hazard?
3. *Legal obligations*
    - Projects that are necessary to meet prior obligations. These obligations may include commitments made in conservation easements, grazing leases, legislative statute, or

other agreements. Note: All agreements that obligate O&M funding from the Wildlife Division require endorsement or signature by the Wildlife Division Chief.

4. *WMA Maintenance Standards*
    - Projects that are necessary for a WMA to be in compliance with WMA maintenance standards (see Appendix A).
5. *Urgency*
    - Is there a need to complete a project immediately? Would a delay in funding of a project have significant negative impacts to WMA resources or surrounding properties? Is the project pressing due to social considerations (high visibility, public controversy, etc.)?
6. *Management Plan*
    - Is a project consistent with priorities or goals identified in the WMA's management plan?
7. *Cost-effectiveness*
    - Does the project provide long-term benefit or solution? Would the project reduce future maintenance expenditures and save the department money in the long term?
8. *Feasibility*
    - Does FWP have the resources/staff/funding to complete this project in a reasonable time frame?
9. *Improved Public Use*
    - Does the proposal enhance visitor use and enjoyment of the WMA without negatively affecting wildlife and habitat resources or significantly increasing future maintenance or operations expenses?
    - Does the project improve public access?
10. *Outside Funding/Partnerships*
    - Does the proposal have outside funding sources or is it part of a larger partnership/effort?
    - Are there other funding options that should be utilized first to fund the project?
11. *Habitat Enhancement Projects*
    - Does the project improve habitat for priority species (game species, species of concern, endangered species) or state priority habitats (riparian, wetland, shrub grassland, intermountain grasslands, etc.)? Projects that impact multiple species or larger landscapes would be higher priorities.

Appendix A
FWP Wildlife Management Area Maintenance Standards

Version 11 7 2014

Introduction

The following is a list of land maintenance items that require at least periodic attention. Maintenance items are organized into two broad categories. The "Good Neighbor" category involves maintenance needs that affect the integrity of WMA lands but also provide secondary benefits to neighboring properties. The "General Maintenance" category involves all other land and facility maintenance needs that primarily benefit the functions of WMA lands and facilities. Maintenance standards serve as both a performance objective and a trigger for action, for when resources are found to be in substandard condition. As a general rule, resources in substandard condition will be ranked as high priorities for remediation. This write-up only includes Good Neighbor Maintenance Items, but will be expanded in time to incorporate additional maintenance obligations. Finally, WMA land that has been managed over a number of annual maintenance cycles should generally meet these standards. However, a period of time may be necessary to get newly acquired lands up to minimum standards, which is a priority upon acquisition. Depending on size, complexity, and condition of property, start-up time after property acquisition may take five years or more before land is functioning at or above standard.

Good Neighbor Maintenance Items

Roads – Management Goal – Provide safe and passable roads fitting for the particular need. Roads are defined as those passages intended for motorized travel where FWP has direct management responsibility.

- Access roads (routes that provide primary access into or through a WMA, 2- and 3-season roads).
    - Safe and passable during dry conditions with two-wheel-drive vehicle.
    - Maintained to avoid resource damage (e.g., erosion).
    - Some of these are two-way traffic roads, but at a minimum they should be sufficient width to accommodate oncoming traffic or the same by use of pullouts.
    - Natural soil/subsoil or graveled, depending on use and soil texture.

- Spur roads (two tracks or similar used periodically/seasonally).
    - Safe and passable during dry conditions, may require 4-wheel-drive.
    - Minimum maintenance, primarily to avoid resource damage.
    - Periodic pullouts to accommodate ongoing traffic.
    - Natural soil/subsoil.

- Mowed roadsides where vehicles might park along roadways to minimize fire danger.

Parking Areas (designated parking areas off of county/state roads) – Management Goal – provide safe and sizeable parking areas that fit with the need to minimize parking along public roadsides.

- Flat, level substrate that will support vehicles in wet weather, particularly off of 3- or 4-season roads and highways.
- For parking areas that are vegetated, lots with heavy use should be mowed if there is a fire danger.
- Lot should include barriers to preclude driving beyond the parking area (e.g., rocks, logs, fence).

Litter – Management Goal – Maintain litter-free property.

- Pick up litter when detected during monthly or more frequent visits, emphasizing roadsides and parking lots.

Boundary Fence – Management Goal – Maintained annually or more frequently if livestock are present. For new fence, use fence standards to assure wildlife passage and effective livestock barrier.

Boundary Signs – Management Goal – Provide sufficient signing for users to avoid trespass onto adjacent lands.

- Boundary signs (4"x12") or other markers should be spaced at a minimum of 500' along the boundary of all WMAs. A 12"x18" sign should be placed on both sides of each corner and a sign for each gate and parking area. Note: Implementing this standard should focus first on likely human crossing points along WMA boundaries, emphasizing boundaries with private lands. This standard should be accomplished more completely as boundary fences are constructed or replaced.

Stream Erosion – Maintenance Goal – Manage WMAs to avoid accelerated erosion. In localized situations some WMAs may still be experiencing accelerated erosion due to historic land management practices. In these cases, the Division should support and, where feasible, facilitate natural vegetation establishment and stream bank armoring.

- Where grazed, meet or exceed minimum grazing standard. Monitor vegetation on a minimum of 5-year rotation.
- Use road construction BMPs, particularly where roads are associated with live streams. **Noxious Weeds** – Management Goal – manage vegetation to suppress noxious weeds in general and to avoid their spread within WMAs and to neighboring lands. Control of noxious weeds should not be conducted at the expense of native vegetation. Manage vast infestations with the intent of incorporating the species into the local plant community as a subdominant.

- New properties – bring up to minimum standards, if needed, through broad-scale, narrow-spectrum herbicide treatment that minimizes impacts to nontarget vegetation.
- Where weeds occur, conduct weed inventory annually or no less frequently than every 3 years.
- Roadsides and parking lots annually spot sprayed with effective herbicides.

- Aggressive chemical treatment of new starts within the interior of WMAs with the objective of eliminating them.
- Where feasible, vast infestations should be chemically treated annually along property boundaries, minimum width of 100'. The highest priority for these treatments is along highway rights of way and adjacent private and public lands where active weed management is taking place.
- Vast interior infestations should be managed with biocontrols as they become available and monitored to determine effectiveness. Where feasible, move established biocontrol agents for broad management. Update releases as biocontrols become available.

Water Conveyances – Management Goal – Keep ditches, canals, and water control structures functioning to achieve objectives and avoid downstream or overland conflicts.

- Inspect for and repair against accelerated erosion.
- Keep structures clean of debris, beaver dams, or other obstructions.

General Safe Operating Condition – Management Goal – Provide public use facilities that are in safe working condition.

- Facilities, structures, and areas of concentrated public use should be inspected regularly to identify potential safety hazards. Hazards are a priority for remediation.

APPENDIX 2 – BPA-HELD CONSERVATION EASEMENT ON THE 189-ACRE ADDITION TO THE WMA COMPLETED IN 2014

AFTER RECORDING, RETURN TO:

Bonneville Power Administration

Real Property Services, TERR

Re: HHDMT-WL-13

P.O. Box 3621

Portland, OR 97208-3621

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is executed this by the Department of Fish, Wildlife and Parks, an agency of the State of Montana ("MFWP" or "Grantor"), whose address is 1420 East Sixth Avenue, P.O. Box 200701, Helena, MT 59620-0710, in favor of the United States, acting by and through the Department of Energy, Bonneville Power Administration, based in Portland, Oregon ("the Grantee" or "BPA"), headquartered in Portland, Oregon, at P.O. Box 3621, Portland, OR 97208-3621. MFWP and BPA together may be referred to as the "Parties".

WHEREAS, BPA is a power-marketing agency having legal obligations under the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h ("**Northwest Power Act**") to protect, mitigate, and enhance fish and wildlife, including related spawning grounds and habitat, affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Northwest Power Act, the Fish and Wildlife Program adopted by the Pacific Northwest Electric Power and Conservation Planning Council under subsection 4(h) of the Northwest Power Act (16 U.S.C. § 839b(h)), and other environmental laws, including the Endangered Species Act, 16 U.S.C. §§ 1531-1544 ("**ESA**"); BPA has the authority pursuant to the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838i(b), or the Bonneville Project Act, 16 U.S.C. §§ 832a(c) through (f), to acquire real estate or to assist in the acquisition and transfer of real property interests; and

WHEREAS, BPA, in accordance with several agreements entered into with Montana (the "Memorandum of Agreement Between the State of Montana, the Bonneville Power Administration, the U.S. Army Corps of Engineers, and the U.S. Bureau of Reclamation" also known as the "Montana Fish Accord" in May of 2008, and the "Memorandum of Agreement Between the State of Montana and the Bonneville Power Administration for Resident Fish Mitigation in November of 2010, also known as the "2010 Resident Fish MOA;" copies of these agreements are on file with the BPA Manager, Real Property Services, P.O. Box 3621, Portland, OR 97208-3621) provided funding to MFWP to acquire fee title ownership of certain real property, the North Shore Wildlife Management Area ("**Protected Property**") in Flathead County, Montana. The Protected Property has important features that help BPA meet its statutory obligations to the public under the Northwest Power Act and other environmental laws;

THEREFORE the Parties agree as follows:

A. Conveyance and Consideration. The Grantor, for and in consideration of the funding in the amount of One Million Six Hundred Ten Thousand($1,610,000.00) U.S. dollars which BPA provided to acquire fee title ownership of the Protected Property, hereby voluntarily grants, bargains, sells and conveys to the United States of America and its assigns a perpetual easement for conservation purposes ("Conservation Easement") over, under, in, upon and across the Protected Property, legally described in Exhibit A (Legal Description) and shown on Exhibit B (Map) both attached and incorporated by reference, together with access to the same, created and implemented under applicable state and federal law, and creating an interest in property intended to be a conservation easement under MCA 76-6-106 and 76-6-201. The Parties intend this Conservation Easement to be a perpetual and irrevocable easement in gross, and further intend that its terms and conditions, set forth below, create equitable servitudes and covenants running with the land, binding the Grantor and the Grantor's successors and assigns for the benefit of the United States.

B. **Purpose.** The purpose ("**Purpose**") of this Conservation Easement is to protect and conserve, and as appropriate, to allow for the restoration or enhancement of the **Conservation Values** (Section C, below) of the Protected Property. As such, the Purpose of this Conservation Easement includes the prevention of any use of the Protected Property that will materially harm or materially interfere with any of the Conservation Values of the Protected Property, except where such use is approved by BPA in advance with any appropriate limits or prescriptions, either as set out in an approved **Management Plan** (Section G, below), or by BPA's written approval (e.g., a BPA Land Use Agreement). The Grantor intends that this Conservation Easement will confine the use of the Protected Property to activities that comply with the Conservation Easement, including the approved Management Plan. BPA shall have the right, but not the obligation, to enforce any and all terms of this Conservation Easement. Any use of or activities on the Protected Property by the

Grantor shall be consistent with the Purpose of this Conservation Easement. In the event that there is a conflict between the Grantor's uses or activities and the Purpose of Conservation Easement, the Purpose of the Conservation Easement shall be construed broadly and shall prevail over any conflicting uses or activities of the Grantor.

C. Conservation Values. The Protected Property, in its present state, comprises approximately 189 acres of open space land that provides important fish and wildlife habitat.

The Parties agree that the Conservation Values of the Protected Property meet the broad definition of open space values provided by MCA 76-6-106. The Parties also agree that the Protected Property includes other important species, habitat, and other important ecosystem attributes. The Conservation Values of the Protected Property that currently exist specifically include the following, recognizing that such Conservation Values may periodically fluctuate or trend toward long-term change, due to natural events such as wildfire, floods, interdecadal climate events, and long-term climate change, as well as human-initiated enhancement or restoration actions:

1. The 189 acres of open space of the Protected Property helps maintain clean ground water quality entering Flathead Lake; Flathead Lake provides important habitat for many species including but not limited to native bull trout and westslope cutthroat trout

2. Preservation of native plants and animals, preservation of wetlands associated with an old river channel and approximately four acres of mature ponderosa pine forest that provide seasonal habitat for many wildlife species including but not limited to migratory and resident birds such as waterfowl, upland game birds, neotropical migrants, and raptors.

3. Significant open space land that provides scenic qualities and important habitat for many wildlife species including but not limited to migratory waterfowl, upland game birds, raptors, and white-tailed deer, and is a potential travel corridor for grizzly bear, black bear and mountain lions.

D. Water Rights. To the extent the Grantor has or acquires water rights appurtenant to the Protected Property, the Grantor shall change the use of appurtenant water rights to instream flow purposes, or other purposes Grantor and Grantee agree are beneficial to fisheries or the Purpose of this Conservation Easement, in a timely manner in accordance with applicable law. Should that change not be appropriate or feasible, the Grantor shall use the amount of water to which it is legally entitled in the place and manner to which it is legally entitled, for a beneficial purpose without waste, for the Purpose of this Conservation Easement. The Grantor shall not abandon any of the water rights appurtenant to the Protected Property by virtue of non-use. The Grantor shall not transfer, change the point of diversion, change the purpose of use, or otherwise significantly change any Protected Property water right without receiving prior written approval from BPA.

E. Baseline Documentation. The Grantor and BPA agree that the characteristics and conditions of the Protected Property at the time of this grant are documented in a **Baseline Documentation Report**, signed and acknowledged by the Parties; the acknowledgment is Exhibit C, attached and incorporated by reference.

F. **Reserved Uses.** The Grantor reserves, for itself and its successors and assigns, the right to use the Protected Property in any and all ways which are consistent with the Purpose of this Conservation Easement and which are not otherwise prohibited by this Conservation Easement, including but not limited to: the right to record title, the right to convey, transfer, and otherwise alienate title to these reserved rights in accordance with L.19 and Q; the right of quiet enjoyment of the rights reserved in Protected Property; and the right to prevent trespass and control access.

G. Management Plan. The Grantor shall develop a Management Plan for the Protected Property in accordance with the 2010 Resident Fish MOA, to describe the uses and activities that the Grantor expects to undertake or allow to be undertaken on the Protected Property, including any restoration, enhancement, operation and maintenance, or any other activities or uses. The Grantor shall include in the Management Plan any limitations or prescriptions for these uses and activities necessary to ensure the Purpose of this Conservation Easement. The Grantor shall also identify in the Management Plan the allowable use and access by the public of the Protected Property if public access is appropriate. The Grantor shall develop the Management Plan in consultation with BPA, and relevant interested local, state, tribal, and federal resource agencies, and the Grantor shall provide an opportunity for public input on the Management Plan. BPA shall review that Plan and any proposed amendments for conformance with the 2010 Resident Fish MOA, this Conservation Easement, and applicable laws. BPA must approve the Plan or any amendments, prior to its implementation in accordance with the 2010 Resident Fish MOA. Prior to review of the Management Plan by BPA, the Grantor shall not undertake any ground-disturbing activities on the Protected Property without prior notice to and written approval by BPA. The Grantor shall make the final approved Management Plan, and any approved amendments, available to the public.

H. Public Access. The Grantor shall provide reasonable public access to the Protected Property (for example, for undeveloped recreational uses, such as hiking, bird watching, hunting, and fishing) unless the Grantor and BPA determine such access may materially impair one or more of the Conservation Values of the Protected Property. The Grantor will address public access in the Management Plan.

a. Grantor shall regulate access to properties consistent with its respective laws, regulations, and agreements. Grantor will plan public access in a manner designed to avoid material adverse impacts to resident fish and wildlife habitat, material alteration of other natural resource values for which the property was acquired, and decrease in existing habitat values.

b. The Parties acknowledge the right of the Confederated Salish and Kootenai tribal members to conduct traditional usufructuary and spiritual uses including hunting, fishing, and gathering in accordance with applicable law.

I. Administrative Site. An "Administrative Site" has been established on the Protected Property as legally described in Exhibit E and shown on Exhibit F, both attached and incorporated by reference. The purpose of the Administrative Site is to provide the space inside of which the Grantor and/or authorized property managers can undertake certain permitted administrative and land management activities as described in Section L.

J. Annual Report. The Grantor shall annually submit a report to BPA that describes, at a minimum any: changes in real property interests (including water rights) in the Protected Property; uses or activities undertaken, in progress, or planned; violations or threatened violations of the Conservation Easement; and enforcement action taken. The Grantor shall provide the initial annual report in the fifteenth month after the closing date of the acquisition of the Protected Property, and then annually on that initial report date anniversary thereafter, unless otherwise agreed by BPA.

K. RIGHTS CONVEYED TO GRANTEE

1. **General Rights.** The Grantor has conveyed this Conservation Easement to the United States. BPA is the acquiring federal agency having jurisdiction and control over this Conservation Easement. Subject to valid existing rights of record and those rights specifically reserved to the Grantor, all development rights associated with the Protected Property are vested in Grantee. In addition to any other rights granted to the Grantee pursuant to this Conservation Easement, Grantee has the right to:

    a) Access and inspect the Protected Property at all reasonable times upon reasonable notice (which may be by phone or electronic mail) to assure compliance with this Conservation Easement;

b) To access the Protected Property upon reasonable notice (which may be by phone or electronic mail) to survey the fish and wildlife habitat and evaluate the status of the Conservation Values;
c) Prevent any activity on the Protected Property inconsistent with this Conservation Easement, and to require the restoration of areas or features of the Protected Property that are damaged by any inconsistent activity; and
d) Should the Grantor fail to do so, to retain and maintain the right to use any and all of the water rights associated with the Protected Property, and to protect those rights from threat of abandonment or forfeiture under relevant law; Grantee may, after providing 90 days advance written notice to the Grantor enter upon the Protected Property and take actions reasonably necessary to maintain the validity of the water rights.

2. Transmission Facilities. The Grantor conveys the following rights to the United States: to construct, locate, operate, maintain, repair, reconstruct, upgrade, keep clear, access and patrol future transmission facilities including ancillary transmission communications facilities within the Conservation Easement at no additional cost for securing the transmission easement for these purposes. Should such a perpetual transmission easement be needed, the Parties shall negotiate the final terms and conditions of the transmission easement in a form substantially similar to Exhibit D, Form Transmission Easement attached and incorporated by reference. Such transmission easement shall not be presumptively precluded by the terms of this Conservation Easement. The Parties shall seek to negotiate terms and conditions of the transmission easement that reflect the Purpose of this Conservation Easement, and may include mitigation measures in accordance with the 2010 Resident Fish MOA or as otherwise identified as part of an environmental analysis for the transmission easement under the National Environmental Policy Act, ESA, or any other applicable laws. Transmission easements shall be for the sole purpose of transmission of electrical power and ancillary communications.

L. PROHIBITED AND PERMITTED USES

The Grantor shall manage the Protected Property to protect its fish and wildlife habitat on behalf of BPA, preventing any and all uses of the Protected Property that are inconsistent with the Purpose of this Conservation Easement. The Grantor may also manage the Protected Property to restore or enhance fish and wildlife habitat, provided the restoration or enhancement activities are approved by BPA, either in an approved Management Plan or by prior written approval.

The Parties intend that any activity that may materially harm or materially interfere with one or more of the Conservation Values is prohibited, and therefore the prohibited uses and practices identified below are not exhaustive. Uses or activities otherwise prohibited by this Conservation

Easement may be allowed but only if: (1) the use or activity does not materially harm or materially interfere with the Purpose of this Conservation Easement; and (2) the use or activity and any necessary limits or prescriptions are approved by BPA in advance, either in an approved Management Plan, or by written approval or written consent of BPA.

1. *Activities Permitted Within the Administrative Site*. In addition to the permitted uses discussed in this section L, the Grantor is also permitted to engage in the following activities within the Administrative Site after notifying BPA:
   a. Build permanent or temporary care-taker residence or host pad for a trailer or other land management-related or educational outbuildings such as a shed, garage, tent, or other storage facilities consistent with an approved Management Plan.
   b. Create parking areas and roads.
   c. Install new electric, water, sewer (septic), and communication systems to the existing or future temporary or permanent structures.
   d. Install, maintain, repair, remove or replace existing utilities .
   e. Erect a welcome or interpretive sign that identifies the history and purpose of the Protected Property and provides information on rules and boundaries.
   f. Temporary collection, accumulation, or storage of trash, refuse, waste, sewage, bio-solids, or other debris is allowed provided such use does not adversely impact the Conservation Values.

2. *Residential, Industrial, or Commercial Uses*. Residential , Industrial and Commercial uses of the Protected Property including timber harvesting and grazing of livestock are prohibited, except:
   a. Limited commercial agricultural activities as described in Paragraph L. 13. Vegetation Management are permitted.
   b. Commercial uses consistent with current MFWP WMA Commercial Use Rules (ARM 12.14.101 through 170 et. seq.) are allowed, provided such use does not adversely impact the Conservation Values of the Protected Property, and are consistent with the Mangement Plan.

3. *Construction and Maintenance of Fences.* Grantor may construct, replace, and maintain fences on the Protected Property to exclude livestock, manage public parking and access, to protect restoration efforts, or other administrative purposes.

4. *Repair, Maintenance, or Replacement of Structures*. Grantor may repair, maintain, or replace existing buildings, facilities or other structures identified in the Baseline Documentation Report or

those structures subsequently approved and constructed at the same location and within the existing footprint of such structures.

5. *Roads, Parking Areas, and Impervious Surfaces.* Grantor may:
   a. Create a parking area approximately 100 feet x 100 feet on the Protected Property adjacent to the county access road.

   b. Existing roads identified in the Baseline Documentation Report may be modified, improved, maintained and repaired in their current condition and within their existing footprint as identified in the Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an impervious material as of the date of this Conservation Easement.

6. *Utilities*. Except as provided for in this section, the installation or relocation of new public or private utilities, including electric, telephone, or other communications services on the Protected Property outside of the Administrative Site is prohibited.
   a. Grantor may install, maintain, repair, remove or replace existing utilities on, over, or under the Protected Property at their current location as documented in the Baseline Documentation Report.

   b. Grantor may install electricity, water and communication systems across the Protected Property to the existing or future temporary or permanent structures within the Administrative Site with prior approval from BPA.

   c. Grantor may develop and maintain utilities on the Protected Property outside of the Administrative Site for the purposes of property management or enhancement with prior approval from BPA.

7. *Signs*. Grantor may erect an entrance sign on the Protected Property that may not exceed 15 square feet in size. Grantor may place closure, no trespassing, parking, boundary, or other informational signs along the property perimeter or on fencing. All other signs, advertisements, and billboards are prohibited except as allowed in Section L.1.

8. *Construction of New Buildings, Facilities, or Other Structures*. A bird observation facility may be constructed with BPA approval. Except as otherwise allowed for in this Section L, the construction of any additional new buildings, facilities, or other structures is prohibited.

9. *Waste.* Dumping, collecting, recycling, accumulating, or storing of trash, refuse, waste, sewage, bio-solids, or other debris is prohibited.

10. *Mining.* The exploration, development, mining or extraction of soil, sand, loam, gravel, mineral, oil, gas, or other substance from the surface or subsurface of the Protected Property is prohibited.

11. *Topography.* Except for normal agricultural practices or restoration activities that generally require plowing and disking, and for those riparian/wetland restoration activities such as but not limited to excavation, ditch plugging, and recontouring the land that are described in an approved Management Plan consistent with Section L.12, altering the existing topography of the Protected Property by digging, plowing, disking, or otherwise disturbing the surface or subsurface is prohibited.

12. *Watercourses/Wetlands*. Except for riparian/wetland restoration activities that are described in an approved Management Plan, draining, dredging, channeling, filling, leveling, pumping, diking, impounding or any other alteration of any watercourses, ponds, seeps, bogs, springs, wetlands, or any seasonally wet area is prohibited, as is altering or tampering with existing water control structures or devices.

13. *Vegetation Management.* Except as provided for in this Section L.13, the cutting, trimming, shaping, killing, or removal of any existing native vegetation from the Protected Property, except for hazard trees, vegetation that may need thinning or trimming for public safety reasons or maintaining habitat health, is prohibited.

    a. Grantor may:
        i. plant, maintain, and manage native species in order to restore native plant communities that have been removed as a result of past management actions.
        ii. cultivate and crop domestic grasses, herbaceous species, and food crops on the agricultural lands identified in the approved Management Plan for the Protected Property to promote habitat diversity, provide wildlife cover and foraging areas for migratory and resident wildlife species, to control noxious weeds and other invasive species, and assist with restoration of native plant communities.
        iii. use herbicides and biological agents to manage and control noxious weeds or invasive species not to exceed the recommended labeled rates and quantities and consistent with applicable state and local laws and regulations. Grantor will limit the use of agri-chemicals to the minimums required for efficacy to avoid future contamination of groundwater and Flathead Lake.

14. *Exotic Species.* Except as provided for in Section L.13.a., the introduction, cultivation, or use of exotic plant or animal species on the Protected Property is prohibited. Exotic plants include nonnative invasive plant species.

15. *County Public Access Trail.* Grantor may allow construction and paving of a public access trail, consistent with the County Master Transportation Plan and one that is approved by the appropriate state, county, and other authorities, to be constructed along Highway 82 across the north boundary

of the Protected Property in a manner that avoids or minimizes the impacts to the Conservation Values, subject to BPA approval.

16. *Vegetated Access Trails.* Grantor may establish vegetated access trails along the property edges or to other areas as needed to manage the Protected Property, restore and maintain wetlands, revegetate the Protected Property, manage weeds and encourage pedestrian use so as not to damage the Conservation Values. New vegetated access trails must be established, maintained and repaired according to applicable best management practices and according to the terms of the Management Plan. All vegetated trails on the Protected Property shall be sited and maintained so that they avoid or minimize adverse impacts on the Conservation Values.

17. *Vehicle Use*. The use of motorized vehicles is prohibited, except as necessary to carry out activities approved by the Grantee, for administrative purposes of the Grantor, or for limited, de minimis, noncommercial recreational uses such as hunting or bird watching if those activities are approved uses in the Management Plan.

18. *Subdivision*. The legal or "de facto" division, subdivision or partitioning of the Protected Property is prohibited.

19. *Grant of Rights.* The granting of any property interest or rights in the Protected Property, including easements, permits, licenses, liens and leases, without the prior written consent of the Grantee is prohibited, except as necessary for authorized permitted uses allowed under this Conservation Easement.

M. Enforcement

1. Notice of Violation, Corrective Action. If Grantee determines that the Grantor or its representatives, contractors, successors, or assigns violates or threatens to violate this Conservation Easement, and if such determination or dispute is not resolved by negotiation as set forth in Section N, Grantee will give written notice to the Grantor and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, sufficient to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

2. Grantor's Failure to Respond. The Grantee may bring an action as provided in Section M.3 if the Grantor fails to cure the violation within thirty (30) calendar days after receipt of a notice of violation, or under circumstances where the violation cannot reasonably be cured within such

thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

3. **Grantee's Action.** Grantee may pursue an action in a court having jurisdiction to enforce the terms of this Conservation Easement: (1) to enjoin the violation, ex parte as necessary, by temporary or permanent injunction; (2) to require the restoration of the Protected Property to the condition that existed prior to any such injury; and (3) to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing.

4. **Grantor's Action.** In the event that the Grantor seeks a determination as to the legal meaning or effect of this Conservation Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not resolved by negotiation set forth in Section N below, then the Grantor shall be entitled to bring judicial action in a court of competent jurisdiction.

5. **Emergency Enforcement.** Notwithstanding the provisions of Sections M.1 and M.2, if Grantee determines on the basis of substantial evidence that circumstances require immediate action to prevent or mitigate significant damage to one or more of the Conservation Values, Grantee may undertake reasonable actions to remove, eliminate or mitigate damages to the Protected Property. Grantee shall provide prior notice to the Grantor of such actions to the extent reasonably practicable and may seek Grantor participation in such actions but may proceed with such actions without permission from the Grantor or without waiting for the Grantor to take any action.

N. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Conservation Easement by negotiation between executives or officials who have authority to settle the controversy.

O. Acts of God/Force Majeure. Nothing contained in this Conservation Easement entitles the Grantee to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, without limitation, naturally caused fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Such excuse from performance will be allowed only if such catastrophic

event or other event beyond the Grantor's control has caused a substantial degradation of the Conservation Values. The Parties shall make all reasonable efforts to resume performance promptly once the force majeure is eliminated.

P. Waiver. The failure of any Party to require strict performance of any term of this Conservation Easement or a Party's waiver of performance shall not be a waiver of any future performance or of a Party's right to require strict performance in the future.

Q. Conveyance and Assignment. The Grantor may not convey the Protected Property nor assign or transfer its rights or delegate its responsibilities under this Conservation Easement without receiving prior written approval from BPA, which shall not be unreasonably withheld.

R. Termination or Amendment

1. Termination Standard. This Conservation Easement may be voluntarily terminated by agreement of the Parties only if:

(a) a subsequent, unexpected change in the conditions of the Protected Property or the surrounding area makes impossible the continued use of the Protected Property for the Purpose of this Conservation Easement (except that changed environmental conditions related to climate change, or other natural events, for example, wildfire, river channel migration, erosion or avulsion, shall not be grounds for termination); or

(b) BPA agrees to exchange this Protected Property for another property proposed by the Grantor; factors that BPA will consider in determining whether to agree to an exchange include whether the new property is at the time of the proposed exchange determined by BPA to supply equal or better Conservation Values to meet BPA's mitigation needs as compared with the Protected Property; whether the property will be permanently protected pursuant to a covenant or other real property interest issued to BPA on terms substantially similar to this Conservation Easement; and the costs to BPA of undertaking the acquisition of the new property, if any.

2. **Termination Process.** If the Parties agree to voluntarily terminate this Conservation Easement and have met the above termination standard, the Parties shall terminate this Conservation Easement by executing and recording an instrument appropriate for the purpose. In the event of termination through an exchange for another property, the Parties must agree on the new property and its conservation easement before this Conservation Easement will be terminated.

3. **Proceeds after any Termination.** If this Conservation Easement is terminated either voluntarily by the Parties, or by involuntary extinguishment by a court of competent jurisdiction and the termination results in proceeds, BPA is entitled to either (1) a share of such proceeds in proportion to the amount BPA contributed to the fee title acquisition, which is 100% or (2) at BPA's election, to review and approve use of the proceeds by the Grantor to acquire new fish and wildlife habitat for BPA mitigation.

4. **Amendment**. This Conservation Easement may only be amended by agreement of the Parties, and any such amendment shall be properly documented, executed, and recorded. Amendments based on changed conditions may be made only when the Purpose of the Conservation Easement is impractical to achieve, and when the effect of the amendment is to benefit, or least cause no material harm to or material interference with the Conservation Values (for example, amending the Conservation Easement to place further restrictions on the use of or activities on the Protected Property). The Parties may not use amendments to impliedly terminate the Conservation Easement or remove any portion of the Protected Property from its terms, except to the extent consistent with the Purpose of the Conservation Easement.

S. Control. The Grantor has ownership and control of the Protected Property and is responsible for all incidents of ownership. Such incidents of ownership include, but are not limited to, maintenance and repair of existing structures, hazardous waste response, cultural or historic resource mitigation or preservation, endangered species protection, noxious weed and invasive species response, tort liability, compliance with applicable laws, and payment of applicable taxes and assessments.

T. Hazardous Substances. To the best of the Grantor's knowledge, there are no hazardous substances present in, on, or under the Protected Property, including without limitation, in the soil, air, or groundwater, and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of hazardous substances or the violation of any environmental law on the Protected Property, and that there are no underground storage tanks located on the Protected Property. If, at any time, there occurs, or has occurred a release in, on, or about the Protected Property of any hazardous substances, the Grantor agrees to take all steps necessary to assure its containment and remediation without cost to Grantee, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee will be responsible for remediation in accordance with applicable law. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or

any of the Grantor's activities on the Protected Property, or otherwise become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("**CERCLA**"). The Grantor specifically agrees to release and hold harmless Grantee from and against all liabilities for violations or alleged violations of, or other failure to comply with, any federal state or local environmental law or regulation relating to hazardous substances, including, without limitation, CERCLA, by the Grantor in any way affecting, involving, or relating to the Protected Property, except to the extent such violations or alleged violations are caused by the acts or omissions of Grantee.

U. Notice. Any notice permitted or required by this Conservation Easement, unless otherwise specified, must be in writing, delivered personally to the persons listed below, or will be deemed given on the date deposited in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any Party may from time to time specify to the other Party in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. The addresses listed below can be modified at any time through written notification to the other Party.

Notices to BPA should be sent to:

Director, Fish & Wildlife Program
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

Notices to the Grantor should be sent to:

Director, Fish, Wildlife and Parks
State of Montana
1420 East Sixth Avenue
P.O. Box 200701
Helena, MT 59620-0710
Attn: Lands Unit

and to BPA's Real Property Services:

Manager, Real Property Services
RE: HHDMT-WL-13
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

V. Effective Date. This Conservation Easement vests when signed by the Grantor, and accepted by the Grantee.

W. GRANT, COVENANTS AND WARRANTIES, SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the Conservation Easement herein granted unto the United States and its assigns.

The Grantor warrants and covenants to and with the United States that the Grantor is lawfully seized and possessed of the Protected Property in fee simple, with a good and lawful right to grant the same, including a good and lawful right to grant this Conservation Easement; that the Protected Property is free and clear of all encumbrances and restrictions except the encumbrances and restrictions specifically set forth in Exhibit G attached and incorporated by reference; that the United States and its assigns shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement; that the Grantor shall at the request of the United States execute or obtain any reasonable further assurances of the title to the Protected Property; and that the Grantor will forever warrant the title to the Protected Property and defend the United States against all persons who claim a lawful interest in the Protected Property, except for persons who claim interests under the exceptions described in Exhibit G.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this ____day of _____, 2014.

Grantor , Department of Fish Wildlife and Parks, an agency of the State of Montana

_____

By: M. Jeff Hagener, Director

Department of Fish, Wildlife and Parks

Acceptance By The United States of America, Grantee

_____ _____

A. Ellen Camp Date

Supervisory Realty Specialist, Bonneville Power Administration

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
County of Lewis and Clark)

This instrument was signed before me on _____ by M. Jeff Hagener, as Director, Department of Fish, Wildlife and Parks.

_____

(SEAL) Notary Public

ACKNOWLEDGMENT

STATE OF)
) ss.
County of)

This instrument was signed before me on _____ by A. Ellen Camp, Supervisory Realty Specialist, Bonneville Power Administration.

_____

(SEAL) Notary Public