

MONTANA FISH, WILDLIFE & PARKS

ELK HUNTING ACCESS AGREEMENT

Part A. DESCRIPTION OF PROPERTY

This is an agreement ("Agreement") made on	owning Cowan LLC ("Landowner") of lands being
Landowner Name: William Cowan	
Mailing Address: PO Box 2607 Havre, MT 59501	
Phone: Email:	
Physical Address (if different from mailing):	
Deeded Private Land Acreage Enrolled: TOTAL 13,600	
Private Land Acres Not Owned by Landowner/Ranch burapplicable): TOTAL	t Leased for Agricultural Purposes (if
Name of Individual Leasing Lands to Applicant (if application)	able):
Contact Information for Individual Leasing Lands to App	licant (if applicable):
Phone: Email:	
Hunting District(s) of Lands Enrolled: 690	
Appendix A. Maps depicting the exact EHA boundaries an Landowner/Landowner designees and public hunters pro	
Appendix B. If lands enrolled are less than 640 acres, the	Regional EHA Evaluation Form.
Department Staff Contact:	
Part B. DESCRIPTION OF PUBLIC HUNTING OPPORTUN	ІТҮ
 Maximum days for each public hunter? Choose one: ■ Yes □ No If Yes: Number of Days 	10
2. Are public hunters required to provide advance notice Choose one: ■ Yes □ No If Yes: Number of Days	
 3. Which hunting seasons are public hunters allowed actionse/permit), this must be the same as when the laconsidered the Agreement start date). General Rifle (required) Archery 	· · · · · · · · · · · · · · · · · · ·

	■ Late Elk Shoulder Season □ Early Elk Shoulder Season (starting 8/15- if applicable)
	Please describe if it's a combination of seasons for public hunters:
4.	Requirements for public hunters under the terms of this Agreement: (Choose all that apply) check-in upon arrival accompaniment required while hunting walk-in only motorized retrieval Other rules (describe): Follow BMA ranch rules. Ensure all gates are left as found. No littering.
	No driving on muddy roads. No off road driving.
5.	Public Hunter Landowner/Representative Contact Information: This is the person the public hunters will contact to coordinate public hunting access. (If identical to Landowner contact information (Part A), or if the property is going to be managed by the Landowner's Block Management Program permission system, check this box). □
	Note: Landowner is responsible if the Landowner's representative, listed below, does not respond or coordinate access with willing public hunters in accordance with the terms of the Agreement.
	Representative Contact Name:
	Phone Number:
	Email:
6.	Does the Landowner wish to select up to one-third of the public hunters for this Agreement? Choose one: ■ Yes □ No
	If Landowner elects to select up to one-third of the public hunters eligible to hunt lands enrolled, Landowner must make their selections known to FWP no later than three-weeks prior to the Agreement start date (i.e., the first hunting season the Landowner/designee license will be used by Landowner/designee). If Landowner fails to make their public hunter selections in the required timeframe, Landowner public hunter selections will be forfeited and FWP will fill the spots with FWP selected public hunters.
	If landowner does not agree to the above process/methodology, please describe another process/methodology to make public hunter selections. Timeline of <u>selections provided to FWP no later than three-weeks prior to Agreement start date applies.</u> (Please supplement the Agreement with a separate document outlining the process/methodology if you require more room than below).
7.	SEX OF ELK ALLOWED TO BE HUNTED BY <u>LANDOWNER SELECTED</u> PUBLIC HUNTER(S) ON LANDS ENROLLED (if applicable):
	■ EITHER-SEX ELK □ ANTLERLESS ONLY ELK

■ COMBINATION OF EITHER-SEX & ANTLERLESS Describe: If hunter has valid Elk B they may harvest antlerless	
8. SEX OF ELK ALLOWED TO BE HUNTED BY <u>DEPARTMENT SELECTED</u> PUBLIC HUNTERS ON LAND ENROLLED: (For every permit/license or combination issued to a Landowner/designee, at least one of the Department selected public hunters must hold the equivalent license, permit, or combination of the two that is issued to the Landowner or the Landowner's designee.)	
 □ EITHER-SEX ELK □ ANTLERLESS ONLY ELK ■ COMBINATION OF EITHER-SEX & ANTLERLESS Describe: One 690-20 and One 690-01 	
PART C: LANDOWNER/LANDOWNER DESIGNEE AND PUBLIC HUNTER LICENSE/PERMIT INFORMATION	NC
By entering into this Agreement, Landowner agrees to provide free public elk hunting on the Landowner's property or private property leased by the Landowner for agricultural purposes. In return, the Department may issue, at no cost to Landowner and/or Landowner's designee, an elicense (including elk B), permit or combination of the two, whichever is required in that huntin district.	elk
Pursuant to § 87-2-513(1)(b), MCA, a designee may be an immediate family member or an authorized full-time employee of the Landowner who is eligible for licensure under Title 87, chapter 2. An "employee" means a person who works full-time for the Landowner as part of an active farm or ranch operation enrolled in the program. See § 87-2-513(9)(a), MCA. An "immed family member" means a spouse, parent, grandparent, child, grandchild, sibling, niece, or neph by blood, marriage, or legal adoption. See § 87-2-513(9)(b), MCA.	iate
For every three members of the public allowed to hunt under this Agreement, the Department may issue one license, permit, or combination of the two to a Landowner and/or Landowner's designee. For every permit/license issued to a Landowner or Landowner's designee, at least on of the Department selected public hunters must hold the equivalent license, permit, or combination of the two that is issued to the Landowner or the Landowner's designee. The Department may limit the total number of licenses and permits issued through this program.	
This Agreement authorizes the issuance of the following license(s) and permit(s) as represented the decision of the Fish and Wildlife Commission:	d by
1 690-20 general elk <u>license/either-sex elk permit</u> to the Landowner or Landowner's designee, for use only on land enrolled in this Agreement. This permit/license is to be used by t Landowner or Landowner's designee during the following seasons (check all that apply):	he
☐ Archery ■ General Rifle ☐ Muzzleloader ☐ Late Elk Shoulder Season☐ Early Elk Shoulder Season (starting 8/15- if applicable)	
elk B <u>license</u> to the Landowner or Landowner's designee, for use only on land enrolled in this Agreement. This permit/license is to be used by the Landowner or Landowner's designee during the following seasons (check all that apply):	
☐ Archery☐ General Rifle☐ Muzzleloader☐ Late Elk Shoulder Season☐ Early Elk Shoulder Season (starting 8/15- if applicable)	

Additionally:
public hunters who possess (LPT) elk <u>license/permit</u> will be selected by the Landowner to hunt <u>Either-Sex</u> elk on lands enrolled in accordance with the terms of this Agreement.
public hunters who possess (LPT) elk license/permit will be randomly selected by FWP from a list of eligible public hunters and will have access, by permission as set forth herein, to hunt either/Antleriess elk on lands enrolled in accordance with the terms of this Agreement, except that at least one public hunter selected by the Department must hold the equivalent license, permit, or combination of the two that is issued to Landowner or Landowner's designee.

PART D. TERMS OF THE ELK HUNTING ACCESS AGREEMENT

By signing below, Landowner or Landowner's representative understands and agrees to the following terms of the Agreement:

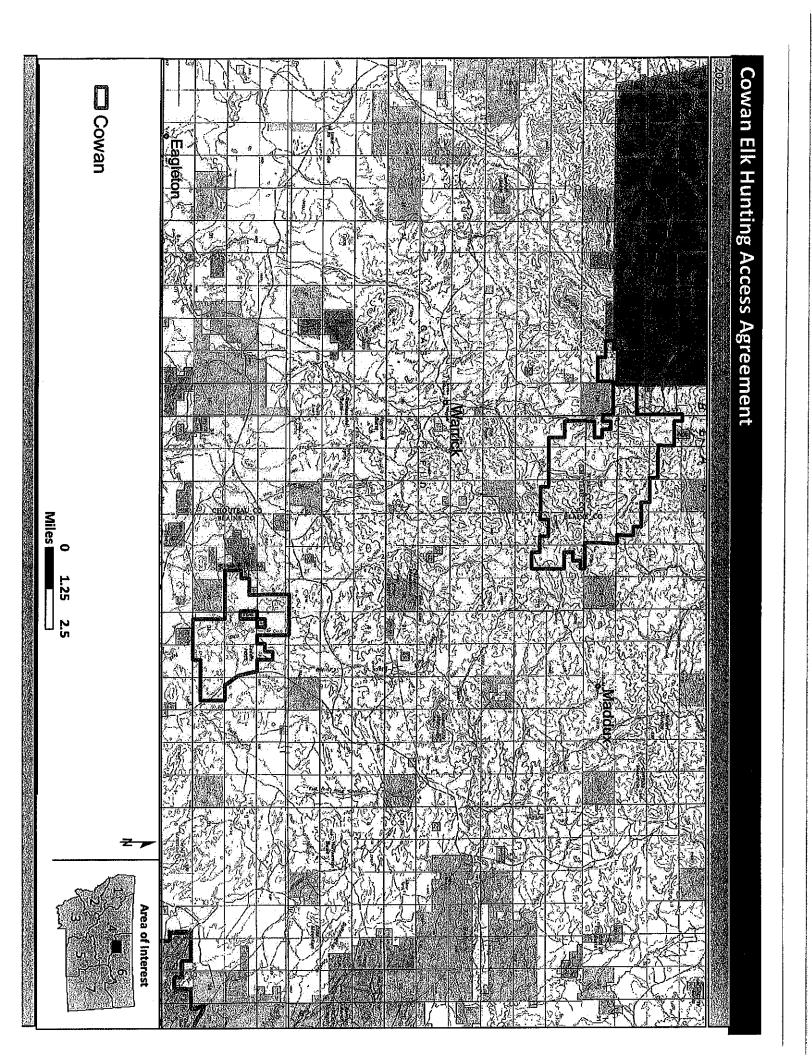
- 1. The Agreement start date is the first hunting season the landowner/designee will utilize the license(s)/permit(s) awarded through this program. The end date of the Agreement will be February 15 annually or earlier based on season opportunities and willingness of landowner to allow public access.
- 2. Landowner owns at least 640 acres of occupied elk habitat and agrees that he/she may not charge a fee or authorize a person to charge a fee for hunting access on enrolled property. If Landowner owns acreage below the 640 acres required, Landowner understands the Department must determine that site conditions exist to accommodate successful public hunting and that he/she may not charge a fee or authorize a person to charge a fee for hunting access on his/her enrolled property.
- **3.** At least one public hunter selected by the Department must hold the equivalent license, permit, or combination of the two that is issued to Landowner or Landowner's designee. Landowner also agrees that the Department, in consultation with the Landowner, shall select the hunters.
- **4.** A license or permit issued pursuant to this Agreement:
 - a. is nontransferable and may not be sold or bartered; and
 - b. may only be used for hunting conducted on property that is opened to public access pursuant to this Agreement.
- **5.** The Department may prioritize distribution of licenses or permits, for this program, to the areas the Department determines are most in need of management.
- **6.** If the Department determines that Landowner or Landowner's designee has not abided by the restrictions and conditions of a license or permit issued pursuant to this Agreement, that Landowner or Landowner's designee is not eligible to receive another license or permit pursuant to this section during any subsequent license year.
- 7. The public hunters (Part C) selected for access under this Agreement must contact the Landowner or Landowner's representative to schedule their hunts in accordance with the notice requirements (Part B).
- **8.** When public hunters contact the Landowner or Landowner's representative, he/she will inform the public hunters of the rules and requirements governing access. This includes, but is not

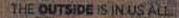
limited to:

- a. Signing written permission slips or Department hunter-sign in rosters to provide public hunter contact information for the Department's evaluation of the program;
- b. Abiding by all state and federal hunting statutes, regulations, and rules;
- c. Following all Landowner rules, which will be provided in advance of the hunt. These may include reasonable hunter management restrictions, such as a limitation on the total number of days a public hunter may access the property;
- d. Maintaining proper safety procedures regarding firearms and/or archery equipment;
- e. Maintaining proper vigilance aimed at preventing property damage to the Landowner, and to promptly report any property damage that may occur to the Landowner or the Landowner representative;
- f. Ensuring all gates are left as originally found;
- g. Using best efforts to prevent fires and keep the Landowners property free of litter at all times;
- h. How harvested game may be retrieved; and
- i. How wounded animals may be pursued.
- 9. If a public hunter wounds an elk and is unable to harvest and retrieve it, that hunter is not allowed to shoot at another elk on the Landowner's property without permission of the Landowner or Landowner's representative. Hunters must notify the Landowner or Landowner's representative prior to pursuing any wounded elk.
- **10.** The Landowner or Landowner's representative is not responsible for contacting any hunter to report the presence or absence of elk.
- 11. The Landowner or Landowner's representative reserves the right to deny access to the lands enrolled, for cause, including, but not limited to: intoxication, violation of rules, or previous misconduct on lands enrolled. Willful violation of Agreement regulations which set the terms of entrance on a landowner's property can be grounds for termination of privileges on an EHA property and a misdemeanor citation under §87-6-415(1), MCA Hunting Without Landowner Permission.
- **12.** A hunter's access rights may be terminated under this Agreement for failure to abide by the requirements of this Agreement. The hunter may be dismissed from the Landowners property immediately on such occurrence; the Landowner or Landowner's representative should notify the Department of the dismissal as soon as practicable.
- 13. If Landowner elects to select up to one-third of the public hunters eligible to hunt lands enrolled, Landowner must make their selections known to FWP no later than three-weeks prior to the Agreement start date (i.e., the first hunting season the Landowner/designee will utilize the license). If Landowner fails to make their public hunter selections in the required timeframe, Landowner public hunter selections will be forfeited and FWP will fill the spots with FWP selected public hunters.
- 14. Participation in the EHA agreement program qualifies a landowner for livestock loss compensation should any livestock be injured or killed as a direct result of public hunting which occurred on the enrolled lands. Compensation for livestock loss will be made if it has been reported by the Landowner to the Department of Livestock immediately upon discovery of loss, a FWP Livestock Loss report is filed by the investigating Livestock Inspector within 14 days, and FWP review verifies the circumstances and loss. Any claims paid will be at market value at the time of the loss up to a maximum of \$5,000.

- 15. Enrollment in the EHA agreement program may be terminated by FWP or Landowner if the terms of the Agreement are violated. Any such notice must be in writing. The Agreement may be canceled, and Landowner's property withdrawn from the program at any time due to circumstances beyond the control of Landowner or the Department, such as death, illness, natural disaster, or acts of nature. Landowner shall notify the Department immediately upon discovery of any occurrence which would affect the ability to fulfill the provisions of this Agreement. In the event of cancellation or termination of the Agreement, Landowner or Landowner's designee will forfeit any licenses/permits issued resulting from participation in the EHA agreement program.
- **16.** Lands enrolled in the EHA agreement program may be temporarily closed by Landowner or Landowner's representative in conjunction with the Department due to weather, fire danger, or other conditions or circumstances that would place public safety or resources in jeopardy.
- 17. Through participation in the EHA agreement program, Landowner agrees to permit FWP personnel on the property for the purposes of establishing and monitoring hunter use, enforcing fish and wildlife laws, and maintaining contact with the Landowner or Landowner's representative to respond to any needs, issues, or problems which develop over the course of the length of the Agreement. By permitting Department personnel on the property, Landowner is not relinquishing any rights or control over property under his/her ownership or responsibility.
- **18.** Landowner, through participation in the EHA agreement program, is covered by the state recreational liability statute (§ 70-16-302, MCA) which provides a liability shield to landowners who allow recreation on their property without charge or other consideration.
- **19.** Satisfaction data will be acquired through FWP surveys of the Landowner associated with this EHA agreement. Completion of the Landowner satisfaction survey and Landowner/designee harvest survey by <u>February 21, 2025</u>, is required for Landowner to be eligible to participate in a subsequent elk hunting access agreement. The Department will also survey the public hunters that were provided access to hunt on Landowners property.

Dustin Temple, Director	Date	
Landowner or Landowner Representative	 Date	







2024 ELK HUNTING ACCESS (EHA) AGREEMENT PROGAM APPLICATION

RETURN TO: FWP PARKS AND OUTDOOR RECREATION ELK HUNTING ACCCESS PROGRAM PO BOX 200701 HELENA MT 59620-0701

Please <u>mail</u> this application and <u>required documentation</u> to the address above or submit via the State of Montana File Transfer Service using email to: <u>Indsportrelations@mt.gov</u>. Applications may also be mailed to your local FWP Regional office c/o Regional Access Program Manager.

All information below is required and must be received FWP no later than 5:00 PM on MAY 1, 2024.

Completion of this form does not guarantee application will be approved by the Montana Fish and Wildlife Commission.

PART A: DESCRIPTION OF PROPERTY

) PROPERTY NAME in which the land is recorded (i.e. ranch name, corporate/partnership name, or individual on the deed): William Cowan and Barbara Browning Cowan LLC					
2) LANDOWNER OF RECORD OR LANDOWNER AUTHORIZED REPRESENTATIVE CONTACT INFORMA						
	a) NAME: William Cowan					
	b) MAILING ADDRESS: PO Box 2607 Havre MT 59501					
	c) PHONE:					
	d) EMAIL					
3)	TOWNSHIP, RANGE, SECTION(S) OF PRIVATE LAND TO BE ENROLLED AND OPEN TO PUBLIC HUNTING (include a legible map to be provided to public hunters): T27N,R17E,S5,4,3 (See map for complete ownership)					
4)	HUNTING DISTRICT(S) OF LANDS TO BE ENROLLED: 690					
5)	TOTAL NUMBER OF LANDOWNER DEEDED PRIVATE LAND ACRES TO BE ENROLLED: 13,600					
6)	TOTAL NUMBER OF PRIVATE LAND ACRES LEASED FOR AGRIGULTURAL PURPOSES TO BE ENROLLED (if applicable) 0 Landowners may enroll private land private land leased for agricultural purposes.					
	Applicants must provide a copy of the lease agreement with this application. Applicants must also verify					
	the landowner offering leased lands to be enrolled is willing to allow public access on the leased lands					
	for free public elk hunting access. Is the landowner offering leased lands willing to allow free public elk					
	hunting access? (check one): YES NO					
	_ ~ ~					
	For private lands leased for garicultural numbers place provide the following (if analisable).					
	For private lands leased for agricultural purposes please provide the following (if applicable):					
	For private lands leased for agricultural purposes please provide the following (if applicable): Name of landowner of leased lands:					





1)		MBER OF DAYS FOR EACH PUBLIC HUNTER (if applicable): 10 DAYS (Leave blank if to limit the total number of days a public hunter has access).				
2)	ADVANCE NOTICE REQUIREMENT FOR PUBLIC HUNTERS (if applicable): 10 DAYS (Leave blank if you do not want public hunters to reach out to you in advance of obtaining access/hunting).					
3)	landowner/de	SON(S) PUBLIC HUNTERS WILL BE ALLOWED ACCESS (For every permit/license issued a signee, at least one of the FWP selected public hunters must hold the equivalent license, bination of the two that is issued to the landowner/designee through this program).				
	Check all seaso	ons public hunters will be allowed access:				
	a)	GENERAL RIFLE SEASON (REQUIRED)				
	b)	ARCHERY SEASON				
	c)	MUZZLELOADER HERITAGE SEASON ■				
	d)	LATE ELK SHOULDER SEASON (if applicable)				
	e)	EARLY ELK SHOULDER SEASON (starting 8/15- if applicable) □				
4)		ANY RULES OR REQUIREMENTS FOR PUBLIC HUNTERS UNDER THE TERMS OF THE REEMENT (use an additional page if necessary): CHECK-IN WITH LANDOWNER OR REPRESENTATIVE UPON ARRIVAL				
	b) ACCOMPANIMENT REQUIRED WHILE HUNTING []					
	c)	WALK-IN HUNTING ONLY				
	d)	MOTORIZED GAME RETRIEVAL ALLOWED □				
	e)	OTHER (please list): Follow BMA ranch rules, Ensure all gates are left as found, no littering, no driving on muddy roads, no off road driving.				
5)	the property is #6). Landowne	REPRESENTATIVE CONTACT SECTION: This is the person who the public hunters will dinate public hunting access. (If identical to landowner contact information page 1 or if going to be managed by the Block Management Program check this box and skip to rs are responsible if representative/contact listed does not respond or coordinate access blic hunters in accordance with the terms of the agreement.				
	a)	REPRESENTATIVE/CONTACT NAME:				
	b)	MAILING ADDRESS: 56162 Cowan Rd. Chinook MT, 59523				
	c)	PHONE NUMBER:				
	d)	EMAIL:				



6		LANDOWNER WISH TO SELECT UP TO ONE-THIRD OF THE	PUBLIC HUNTERS REQUIRED FOR					
		Y						
	LANDOWNERS WILL BE <u>EMAILED</u> AND PROVIDED A LIST OF ELIGIBLE PUBLIC HUNTER CANDIDATES FOR THE LANDOWNER TO MAKE THEIR LANDOWNER-SELECTED PUBLIC HUNTER SELECTIONS. If a landowner elects to select up to one-third of the public hunters eligible to hunt lands enrolled, the							
	landowner must make their selections known to FWP no later than three-weeks prior to the							
	agreement start date (i.e., the first hunting season the landowner/designee license is valid). If a							
	hunter sel	landowner fails to make their public hunter selections in the required timeframe, landowner public hunter selections will be forfeited and FWP will fill the spots with FWP selected public hunters.						
	back to #6 one-third	LANDOWNER ACKNOWLEDGE THIS METHODOLOGY? Che above or describe a different process or methodology the of the public hunters. Timeline of <u>selections provided to FW</u> t start date applies. Attach additional pages if necessary.	landowner will use to select up to					
7)		SEX OF ELK ALLOWED TO BE HUNTED BY <u>LANDOWNER SELECTED</u> PUBLIC HUNTER(S) ON LANDS ENROLLED:						
	a)	EITHER-SEX ELK						
	b)	ANTLERLESS ONLY ELK	If the hunter possess an elk B license they would be allowed to harvest an antierless elk					
	c)	COMBINATION OF EITHER-SEX & ANTLERLESS Describe						
8)	SEX OF ELK ALLOWED TO BE HUNTED BY FWP SELECTED PUBLIC HUNTERS ON LANDS ENROLLED: (At least one of the FWP selected public hunters must hold the equivalent license, permit, or combination of							
	the two tha	at is issued to the landowner or the landowner's designee.)	The second secon					
	a)	EITHER-SEX ELK □	One FIND with a second of					
	b)	ANTLERLESS ONLY ELK □	One FWP either sex selection and one antierless. Many more either sex permit					
	c)	COMBINATION OF EITHER-SEX & ANTLERLESS - Describe:	holders will be allowed through the BMA					
ART	C: LANDOV	VNER/LANDOWNER DESIGNEE LICENSEE INFORMATION						
	Use the pag	ge that follows (Page 4) to complete the landowner and/or	eligible designee information for those					
	who wish to	o receive a license/permit through this program. Use additi	onal pages as needed.					
	FWP may is	FWP may issue, at no cost to a landowner who provides free public elk hunting on the landowner's						
	property, an either-sex or antierless elk license, permit, or combination of the two as required in that							
	nunting dis	trict for the landowner or the landowner's designee to hun	t on the landowner's property or					
	on private p	property leased by the landowner for agricultural purposes.	Qualifying designees include					
	immediate	family members or employees.						

"Employee" means a person who works full time for the landowner as part of an active farm or ranch operation enrolled in the program. "Immediate family member" means a spouse, parent, grandparent,

child, grandchild, sibling, niece, or nephew by blood, marriage, or legal adoption.





LANDOWNER/LANDOWNER DESIGNEE LICENSEE INFORMATION

Each person (landowner/landowner designee) wishing to receive a license, permit or combination of the two must fill out the form below. If there's more than one license/permit to be requested through this program, please provide copies of this page for each person. Incomplete forms will not be processed.

For every permit/license issued to a landowner or landowner's designee, at least one of the FWP selected public hunters must hold the equivalent license, permit, or combination of the two that is issued to the landowner or the landowner's designee.

ELK LICENSES AND PERMITS ISSUED THROUGH THIS PROGRAM ARE ONLY VALID ON THE PROPERTY ENROLLED IN THIS PROGRAM AND OPEN TO PUBLIC ACCESS.

1)	REL	ATIONSH	IP TO	LANDO	WNER:
----	-----	---------	-------	-------	-------

- a) SELF [
- b) IMMEDIATE FAMILY MEMBER

	c) FULL-TIME EMPLOYEE LI		
2)	(check all that apply): ☐ Archery Season ☐ Gene☐ Late Elk Shoulder Season (if applicable) ☐ Ear	ral Rifle Season Muzzlek rly Elk Shoulder Season (startin	oader Heritage Season
3)	LICENSE/PERMIT TYPE (if applicable) REQUESTED: Lic	cense General elk Pe	rmit 690-20
4)	LANDOWNER LICENSE/LANDONWER DESIGNEE APPL		
DATE OF BIRTH	digit number that follows	ANDATORY FOR ALL APPLICAT your date of birth. If you do not have a first time you apply for a hunting or fish	ALS number you will be assigned a
NAME,	William MC LAST COWAN	JR., SR., ETC.	() WORK PHONE
U	GADDRESS P.O. Bux 2492	M. La mos	STATE OK ZIP CODE 73 Y CH
	MALINS X 15885 Popul Lane	1/1 - /	TATE OK ZE COO 340
	II.ADDRESS - You must provide a valid email address to receive your	teense information. You will not be con-	acted in any other format.
O Fema Male	Select One	Brown Red O	USA OTHER (Please list Country) COUNTRY
Last 4 dig		f their certificate verifying that he/she	DEPARTMENT USE ONLY
statements	SIGNATURE OF APPLICANT REQUIRED spilicant or have their permission submit this on their behalf. All s on this form are true & correct. I understand that if I subscribe to any ament in this application I am in violation of MCA 67-6-302	PWP receives requests for meiling lists. Do provided to requestors? YES NOTE: Even if you chaose NO, under stet wish to compile their own mailing list a name, address, gender, residency, and wh	NO a law FVIP is required to allow those who coess to department records, including
Eligority Cont	IENT OF RESIDENCY (MT RESIDENTS ONLY); Iming Mortana residency, I hereby declare that I have been a legal resident of the	ne State of Montana for all least 160 consecu	ilive days. YEARS,
	MONTHS, immediately prior to making application for this license or that I quote be true and correct and that by signing I hereby agree to the use of the inform	allfy for the 30 day military exemption (MC/	87-2-102). I declare all statements on
)	X	Date:	



PART D: REQUIRED ADDITIONAL APPLICATION INFORMATION, FUTURE REPORTING REQUIREMENTS AND LANDOWNER SIGNATURE

TO BE CONSIDERED COMPLETE, ALL APPLICATIONS MUST ALSO INCLUDE:

- One legible map showing the area available public hunting access opportunity for the landowner (or designee) and public hunters. This map will be provided to public hunters selected by FWP and landowner and must be legible.
- 2) Signatory authority documentation (if applicable). If the land in which you are proposing for this application is listed as a corporation, sole proprietorship, limited liability company, partnership, limited partnership, limited liability partnership, trust or an association, you <u>MUST</u> provide documentation that you have the legal authority to make this decision on behalf of the business. (i.e. articles of incorporation, partnership agreement, certificate of trust, etc.).
- Copy of lease agreement for <u>private</u> lands leased for agricultural purposes to be enrolled in the program (if applicable).
- 4) Ownership documentation (e.g., copy of the property deed, property tax bill, or contract to purchase). If you were approved for an EHA in 2023 and there have been no changes to land ownership under your previous EHA application since 2023 (such as sale/transfer, changes to the recorded name of the land, changes to acreage, etc.), you may not need to submit supporting ownership documents for your 2024 EHA application. If you wish to use the same EHA ownership/supporting documentation from 2023, please review the following questions:

			r your 2024 EHA appl cumentation from 20				
a)	a) Did you participate in		the EHA program in 2023?		YES 🖪	ио □ →	Documentation (4) required
b)	Are you a	applying for t	he same landowner/	designee (opportuniti	es that you	applied for in
satisfaction	n and harve	est survey to	he commission, you be considered for en ded in this applicatio	rollment i	n subseque	nt years.	
Name: U	ull	WOU	LANDOWNER'S AUTI		Date: 6	April 24	, 2024
			OR LANDOWNER'S A	UTHORIZE			2024
Name: Willi	am Cowan	8			Date:	April 24,	2024



PART E: ELK HUNTING ACCESS AGREEMENT PROGRAM INFORMATION

- 1) FWP may issue, at no cost to a landowner who provides free public elk hunting on the landowner's property and pursuant to this section, an either-sex or antierless elk license, permit, or combination of the two as required in that hunting district for the landowner or the landowner's designee to hunt on the landowner's property or on private property leased by the landowner for agricultural purposes.
- 2) To be eligible for a license or permit through this program, a landowner:
 - must own at least 640 acres of occupied elk habitat, except that smaller acreages are eligible if FWP determines that site conditions exist to accommodate successful public hunting;
 - must have entered into a contractual public elk hunting access agreement with FWP in that allows
 public access for free public elk hunting on the landowner's property throughout the regular
 hunting season; and
 - may not charge a fee or authorize a person to charge a fee for hunting access on the landowner's property.
- 3) For every three members of the public allowed to hunt under the elk hunting access agreement, FWP may issue one license, permit, or combination of the two. FWP may limit the total number of licenses and permits issued under this program.
- 4) At least one of the [FWP selected] public hunters must hold the equivalent license, permit, or combination of the two that is issued to the landowner or the landowner's designee. FWP, in consultation with the landowner, shall select the hunters.
- 5) A license or permit issued pursuant to this program:
 - a) is nontransferable and may not be sold or bartered; and
 - may only be used for hunting conducted on property that is opened to public access.
- 6) FWP may prioritize distribution of licenses or permits under program according to the areas FWP determines are most in need of management.
- 7) If FWP determines that a landowner or landowner's designee has not abided by the restrictions and conditions of a license or permit issued pursuant to this section, that landowner or landowner's designee is not eligible to receive another license or permit pursuant to this section during any subsequent license year.
- 8) An elk hunting access agreement must define the areas that will be open to public elk hunting, the number of public elk hunting days that will be allowed on the property, and other factors that FWP and the landowner consider necessary for the proper management of elk on the landowner's property. The agreement must include a process or methodology the landowner may use to select up to one-third of the public hunters required and reserves the right of the landowner to deny access to the landowner's property by a public hunter selected for cause, including but not limited to intoxication, violation of landowner conditions for use of the property, or previous misconduct on a landowner's property.



PART E: ELK HUNTING ACCESS AGREEMENT PROGRAM INFORMATION (continued)

- 9) Except for public hunters selected by the landowner, FWP shall select public hunters eligible to hunt on the landowner's property through a random drawing of holders of existing licenses or permits in that hunting district.
- 10) Licenses, permits, or combinations of the two issued under this program must be for wildlife management purposes and approved by the commission pursuant to its powers under 87-1-301.
- 11) The commission shall prioritize approval of an application for a license, permit, or combination of the two based on the willingness of the landowner to allow, in either the regular hunting season or a shoulder hunting season, additional cow harvest by public hunters in addition to the number of public hunters required.
- 12) Landowners interested in donating their issued license to a disabled veteran, must be first issued the license/permit or combination of the two and then are able to donate the license through the DONATE LICENSE PROGRAMS section and Donation of Hunting License to Military Veterans application at: https://fwp.mt.gov/hunt/licensingbasics