

MINUTE ITEM
This Calendar Item No. 48
was approved as Minute Item
No. 48 by the State Lands
Commission by a vote of 3
to 0 at its 12-12-90
meeting.

CALENDAR ITEM

A 1

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A 9

PRC 7485

12/12/90
W 24563
Dugal

APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN
BUREAU OF LAND MANAGEMENT AND THE
STATE LANDS COMMISSION

This Memorandum of Understanding (MOU) is proposed between the Bureau of Land Management (BLM) and the State Lands Commission for the construction, use and maintenance, of a BLM grazing allotment pasture fence. The proposed fence will be constructed within BLM's Susanville, Eagle Lake Resource Area, Cal-Neve Planning Unit.

The fence project is known as the "North Deep Cut Pasture Fence" and will consist of approximately eight miles of steel and wire fence constructed in accordance to BLM fence specifications. Of this total, approximately 0.5 miles of the fence will cross State land. A cattleguard and gate will also be placed at the junction of the fence and dirt road which crosses said State land. The fence, cattleguard, and gate will be constructed and maintained at no cost to the State.

The Commission is being asked to enter into this MOU by BLM because the fence route, as proposed, will cross certain unfenced State lands located in T31N R15E, Sections 24 and 25, T31N R16E, Section 19 and Section 30, Lassen County. Commission staff believes it is in the best interest of the State to enter into the MOU, as opposed to leasing, because staff costs associated with establishing and maintaining a low revenue-producing lease outweigh the revenue which would be generated.

The proposed fence is vital to implementing a rotational grazing system on both BLM's and the Commission's property. The fence will enable BLM to implement this rotational grazing system by confining livestock to specific portions of the property during specific periods of the year.

CALENDAR ITEM NO. 49 (CONT'D)

The fence will provide better livestock control over the Deep Cut Creek riparian area and the wetland area located on the State's property. The fence would split an existing pit tank (watering area) on State property so that water will remain available for wildlife and livestock from either side. The proposed fence will enhance and protect wildlife and watershed values by excluding animals from the riparian and meadow habitat.

There is authorized grazing activity occurring on both State and BLM property. The lessee, Robert Clark, leases the State's property as base property for acquiring his allotment with BLM and is aware of and in agreement to the proposed fence.

BLM has prepared an environmental Assessment (CA-026-90-17) and has adopted a Finding of No Significant Impact for the entire proposed fence project.

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. This activity involves lands which have NOT been identified as possessing significant environmental values pursuant to P.R.C. 6370, et seq. However, the Commission has declared that all tide and submerged lands are "significant" by nature of their public ownership (as opposed to "environmental significant"). Since such declaration of significance is not based upon the requirements and criteria of P.R.C. 6370, et seq., use classifications for such lands have not been designated. Therefore, the finding of the project's consistency with the use classification as required by 2 Cal. Code Regs. 2954 is not applicable.
2. A Finding Of No Significant Impact (FONSI) CA 026-90-17, SCH#90040076, was prepared and adopted for this project by the U.S. Bureau of Land Management. The document was circulated for public review as broadly as State and local law may require and notice was given meeting the standards in 14 Cal. Code Regs. 15072(a). Therefore, pursuant to 14 Cal. Code Regs. 15225, the staff recommends the use of the federal FONSI in place of a Negative Declaration.

CALENDAR ITEM NO. 49 (CONT'D)

EXHIBITS:

- A. Land Description.
- B. Location Map.
- C. Memorandum of Understanding
- D. Finding of No Significant Impact (FCNSI).

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE FINDING OF NO SIGNIFICANT IMPACT (FONSI) CA 026-90-17, SCH#90040076, PREPARED AND ADOPTED FOR THIS PROJECT BY THE U.S. BUREAU OF LAND MANAGEMENT MEETS THE REQUIREMENTS OF THE CEQA THEREFORE PURSUANT TO 14 CAL. CODE REGS. 15225 ADOPT SUCH FEDERAL DOCUMENT FOR USE IN PLACE OF A NEGATIVE DECLARATION.
2. DETERMINE THAT THE PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
3. APPROVE THE MEMORANDUM OF UNDERSTANDING ATTACHED AS EXHIBIT "C" AND BY REFERENCE MADE A PART HEREOF.
4. AUTHORIZE THE EXECUTIVE OFFICER, OR HIS DELEGATE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COMMISSION.

EXHIBIT "A"

W. 24563

LAND DESCRIPTION

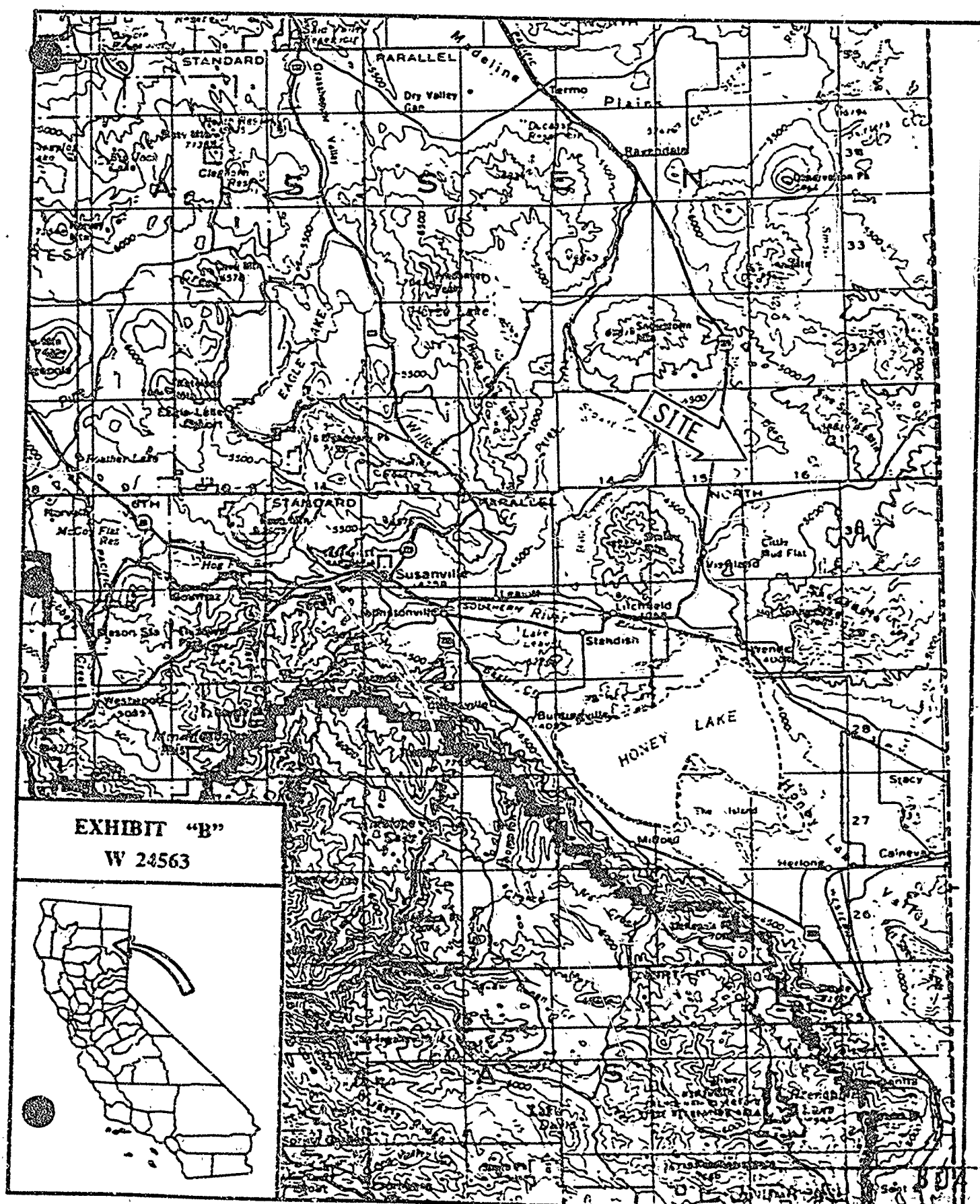
A strip of land 20 feet wide, across school lands in Sections 24 and 25, T 31 N, R 15 E and Sections 19 and 20, T 31 N, R 16 E, MDM, Lassen County, California, and lying 10 feet on each side of the following described centerline:

COMMENCING at the southwest corner of said Section 24, T 31 N, R 15 E, MDM;
thence N 89° 56' E 4000 feet more or less to the POINT OF BEGINNING; thence
N 89 00' E 200 feet; thence S 79° 00' E 1260 feet; thence N 53° 00' E 245 feet;
thence S 59° 00' E 492 feet; thence S 17° 00' W 18 feet; thence S 15° 00' E 1100 feet
to the boundary of lands of USA in Section 30, T 31 N, R 16 E, MDM.

END OF DESCRIPTION

PREPARED NOVEMBER, 1990 BY LLB

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Project Name: NORTH DEEP CUT PASTURE FENCE
Project Number: _____

EXHIBIT C
MEMORANDUM OF UNDERSTANDING

between

THE CALIFORNIA STATE LANDS COMMISSION

and

THE USDI - BUREAU OF LAND MANAGEMENT
SUSANVILLE DISTRICT, EAGLE LAKE RESOURCE AREA

regarding the construction, maintenance and abandonment of that portion of

THE NORTH DEEP CUT PASTURE FENCE

which shall cross State land

A. Purpose

This Memorandum of Understanding (MOU) is to establish an agreement between the California State Lands Commission (State) and the Bureau of Land Management (BLM) regarding provisions concerning the construction, maintenance and abandonment of a BLM grazing allotment pasture fence slated to be constructed within the BLM's Susanville District, Eagle Lake Resource Area, Cal-Neva Planning Unit. This MOU is required because the fence-route, as proposed, will cross certain unfenced State lands, specifically described as T.31N., R.15E., Section 24 SE $\frac{1}{4}$ SE $\frac{1}{4}$ and Section 25 NE $\frac{1}{4}$ NE $\frac{1}{4}$, and T.31N., R.16E., Section 19 SW $\frac{1}{4}$ SW $\frac{1}{4}$ and Section 30 NW $\frac{1}{4}$ NW $\frac{1}{4}$, in addition to BLM lands. The fence route will be within 10 feet of the following centerline: Beginning at a point which bears N 89° 56' E 4000 feet, more or less, from the SW section corner of Section 24, T.31N., R.15E., MDM, then go N 89° E 200 feet, then go S 79° E 1260 feet, then go N 53° E 245 feet, then go S 59° E 492 feet, then go S 17° W 18 feet, then go S 15° E 1100 feet, more or less, to the approximate property boundary of lands of USA in Section 30, T.31N., R.16E.

B. Description/Justification Summary of Project

The project, which shall be known as the "North Deep Cut Pasture Fence," consists of approximately 8 miles of steel and wire fence constructed to BLM specifications for fences which cross pronghorn (antelope) range. Approximately 0.5 miles of the fence would cross State land and the remainder would cross BLM or private land (see map, attached). A cattleguard and gate would be placed at the junction of the fence and dirt road which crosses said State lands (in addition to other gates and/or cattleguards placed at the discretion of the BLM along the portion of the fence route which does not cross State lands).

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The fence would allow for the implementation of a rotational grazing system on the BLM's Deep Cut allotment, thereby allowing for improved livestock management by confining livestock to specific portions of the allotment during specific periods of the year (as directed by BLM). In concert with other appropriate range management actions (e.g., proper season and periods of use, appropriate stocking rate, etc.), construction of the fence will allow for improvement in range condition as well as improvement of the conditions of the riparian area associated with Deep Cut Creek.

It was identified within Environmental Assessment CA-026-90-17 (available for review at the BLM's Eagle Lake Resource Area Office in Susanville, California) that the fence is expected to impede pronghorn movements during the winter when snows are too deep for them to move under the lowest wire on the fence and burro movements during periods when livestock are in the pasture and the gates are closed. However, these negative impacts are offset by the anticipated improvement in range and riparian condition expected to result from the improved management capability provided by the fence and net benefits to the environment will result. In addition, the gates in the fence will be open during the period when livestock are not in the pasture (11/1 to 3/31, annually) in order to minimize disruption of the migratory habits of these animals.

C. Provisions of this Memorandum of Understanding

1. This MOU is for the purpose of administering the construction, maintenance and abandonment of that portion of the North Deep Cut Pasture Fence which will cross State lands as described under Section A of this MOU, above.
2. This MOU pertains only to those State lands which are necessary for construction and maintenance activities associated with the fence, generally described as within 10 feet of either side of the fence line. The parties of this MOU are the USDI-BLM, Susanville District, and the California State Lands Commission.
3. This MOU does not grant to BLM any right, title or interest in the State's property. Permission is granted to BLM to construct and maintain the fence and cattleguard.
4. The fence shall be constructed and maintained at no cost to the State. The BLM, its agents and Cooperative Parties¹ shall be allowed access to and egress from said State lands for the purposes of constructing and maintaining the fence.

¹ The Cooperative Parties with the BLM for the purposes of fence construction and maintenance are Robert Clark of Litchfield, California, his successors or assigns, and Todd Swickard of Hapes Ranch Inc., California, his successors or assigns. See Cooperative Agreement which is attached to and made a part of this MOU.

5. The implementation period for construction of this project shall be during the Federal fiscal year 1991 (10/01/90 - 9/30/91), with maintenance continuing for the life of this agreement, pending funding appropriation by the BLM. Should fence construction be delayed from said implementation period, the BLM will promptly notify the State of the delay and inform them of the adjusted anticipated period of implementation. Should this project be cancelled, the BLM will promptly notify the State and upon such notification, this MOU shall be null and void.
6. Adherence to all construction stipulations as described in EA-CA-026-90-17 shall occur during fence construction.
7. The BLM shall ensure that the fence and cattle guard are maintained in good and serviceable condition. The anticipated useful life of the project is for as long as it serves the purpose for which it is intended.
8. Should the project be abandoned pursuant to the authority of the BLM, the BLM shall ensure that any improvements are removed. Such removal will be at the State's sole discretion, and such removal shall be at no cost to the State. Prior to any abandonment, the BLM shall notify, in writing, the State of the intent to abandon.
9. The State is held harmless by BLM from any liability which may result from the construction, use and maintenance of this project.
10. This MOU shall be in effect from date of approval, unless otherwise negated pursuant to the provisions contained within or other reasons agreed upon by the State and BLM.

D. Approval

For the California State Lands
Commission:

For the Bureau of Land
Management:

Signature

Richard H. Stark, Jr.
Signature

Printed Name, Title

Richard H. Stark, Jr.
Eagle Lake Resource Area Manager

Date

11/2/90
Date

RECEIVED

APR 24 1990

Form 4120-6
(June 1985)

BUREAU OF LAND
MANAGEMENT
SUSANVILLE, CALIFORNIA

FORM APPROVED
OMIS NO. 1004-00A8
Expires: January 31, 1986

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COOPERATIVE AGREEMENT
FOR RANGE IMPROVEMENTS

FOR BLM USE ONLY			
State	C	A	
Office	0	2	6
Job Number(s)			

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District case or lease file and District job file.

Job Name(s)
North Deep Cut Pasture Fence

1. I, (We) Todd Swickard of Mapes Ranch Inc., California
Robert Clark of Litchfield, California
of
and of

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, the Federal Land Policy and Management Act (43 U.S.C. 1701, et. seq.), and the Public Rangelands Improvement Act (43 U.S.C. 1904) do enter into this cooperative agreement for the construction and/or maintenance of range improvements; installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvements known as the North Deep Cut Pasture Fence

☒ will be ☐ are located upon: 1/4 Sec(s) 23, 24, 19, 30 T. 31N. R. 15E, R16E.
Mt. Diablo Meridian, County of Lassen, State of California

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(s) OF COOPERATOR(s)	ITEMS	TOTAL COST OR VALUE
Todd Swickard	Maintenance (See Stip 4c and 12)	\$
Robert Clark	Maintenance (See Stip 4c and 12)	
BUREAU OF LAND MANAGEMENT	Construction	24,900

AGGREGATE COST \$ 308
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(b) Upon notice from the authorized officer of the Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall notify the cooperator(s) and specify a period within which to complete the work as required.

(i) In event the cooperator(s) default in the repair and maintenance of the improvements the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default that any grazing permit or lease may be cancelled and may not be renewed or extended or any assignment thereof may not be approved unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid, and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the authorized officer.

5. IT IS FURTHER AGREED:

(a) This agreement does not convey right, title, or interest in any lands or resources held by the United States.

(b) Title to nonstructural or nonremovable improvements authorized by this agreement shall be in the United States of America.

(c) Title to structural or removable improvements authorized by this agreement shall be shared by the United States and the cooperator(s) in proportion to the actual amount of their respective contribution to the initial construction of said improvements. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutu-

al consent of the parties or by direction of the authorized officer, such removal shall be made by the cooperator(s), or by the Bureau at its option. During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties shall take possession and remove their portion of the salvaged materials within one hundred and eighty (180) days after first notification in writing that such material is available, upon failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(d) In the event lands containing improvements described under (a) or (b) above are devoted to another public purpose which precludes grazing, including disposal, the cooperator(s) shall be entitled to compensation for the adjusted value of the cooperator's contribution to the improvements.

6. If the cooperator(s) shall assign or transfer any grazing permit or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) shall include in such assignment or transfer his interest in this Cooperative Agreement. Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

7. The cooperator(s) use of the improvements will be in conformance with any special conditions, the grazing permit(s) or lease(s), and regulations of the Secretary of the Interior.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any grazing permit or lease not expressly provided herein or in the rules and regulations governing such grazing permit or lease.

9. Items 2, 3, and 4(a) of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof.

10. This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clause.

A copy of this order may be obtained from the authorized officer.

11. This agreement shall remain in effect indefinitely from date of signature unless (1) otherwise designated under item 12. Special Conditions, or (2) terminated by

mutual written consent of parties, or (3) terminated by the authorized officer after notice in writing because of the cooperator(s) default or violation, or (4) terminated by the authorized officer after notice in writing because the improvements are not compatible with adopted land use plans or classification under the public land laws.

12. Special Conditions

Gates will be left open after the grazing season to allow movement of wintering antelope and closed at the beginning of the grazing season.

Bob Clark to take maintenance from Highway 395 to the cattleguard on State Lands in Section 30 T.31N. R.16 E. as shown on the attached map. -----

Mapes Ranch to take maintenance from the cattleguard on the State Lands to the Cal-Neva 1/2 Division fence as shown on the attached map. -----

COOPERATOR(S)

THE UNITED STATES OF AMERICA

Todd Swickard

(Signature)
Todd Swickard

(Date)

State of California

Robert Clark

(Signature)
Robert Clark

(Date)

District Susanville

(Signature)

(Date)

By

Richard H. Stark, Jr.

(Signature)

Richard H. Stark, Jr.

(Signature)

(Date)

Area Manager

(Title)

(Signature)

(Date)

4/24/90

(Date)

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EXHIBIT "D"

EA-CA-026-90-17
NORTH DEEP CUT PASTURE FENCE
DECISION / RATIONALE / FONSI

Decision

Upon approval by the California State Lands Commission of the Memorandum of Understanding which will enable construction of a portion of the fence across State Lands, the proposed action shall be implemented as specified within Environmental Assessment CA-026-90-17.

Rationale

Construction of the North Deep Cut Pasture fence will allow the implementation of a rotational grazing system on the Deep Cut Allotment. This fence will allow for improved livestock management by confining livestock to specific portions of the allotment during specific periods of the year. In concert with other appropriate range management actions, construction of the fence will allow for improvement in range condition as well as improvement of the conditions of the riparian area associated with Deep Cut Creek.

Although the fence is expected to impede pronghorn and burro movements during certain times of the year, this negative impact is offset by the anticipated improvements in range and riparian condition as discussed within the environmental assessment referenced above and net positive impacts to the environment will result.

The proposed action is in compliance with the Record of Decision (ROD) for the 1982 Proposed Livestock Grazing for the Cal-Neva Planning Unit Environmental Impact Statement and would partially implement Land Use Decision 10 (page 10 of the ROD) which provides for the implementation of "intensive" grazing systems on what is now the Deep Cut Allotment with "particular consideration toward improving and maintaining riparian, wetland, and meadow habitat to enhance and protect wildlife and watershed values".

Finding of No Significant Impact

Based upon the above-cited environmental analysis, I have determined that construction of the North Deep Cut Pasture fence as specified will not affect significantly the quality of the human environment. Therefore, preparation of an environmental impact statement is not required.

Richard H. Stark, Jr.
Richard H. Stark, Jr., Manager
Eagle Lake Resource Area

11/26/90

Date

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**EAGLE LAKE RESOURCE AREA
NEPA DOCUMENTATION REVIEW & COORDINATION**

(Use of this face sheet will assist staff specialists in screening and scoping for compliance with NEPA)

NEPA # EA-CA-026-90-17 Draft Attached: ☒ Yes () No Lead Writer: Sydney Stephens-Yincevich
Proposed Action Title/Type: North Deep Cut Pasture Fence Date: 4/9/90
Location of Proposed Action: T.31N., R.16E., Sec 29,30,33,34 and T.31N., R.15E., Sec. 22,23,24
Description of Proposed Action: Construct 7 miles of fence to control livestock grazing and to implement a deferred rotation grazing system in the Deep Cut Allotment.

Level of anticipated analysis: () Cat. Ex. () Reference ☒ Minimal ☒ Moderate () High

STAFF REVIEW & COMMENT

RESOURCE	SIGNATURE	COMMENTS	DATE
✓ Recreation/VRM	<u>Stanley J. Baker</u>	<u>Comments re hunter access needs</u>	<u>4/15/90</u>
✓ Wilderness	<u>Stanley J. Baker</u>	<u>None Affected</u>	<u>4/15/90</u>
Lands			
- Range	<u>Carl W. Vasek</u>	<u>within</u>	<u>4/19/90</u>
✓ Soil & Water	<u>George Wingate</u>	<u>within</u>	<u>5/11/90</u>
Marian/Wet.			
- T&E	<u>Opary N. Schoolcraft</u>	<u>Comments on draft</u>	<u>4/17/90</u>
- Cultural	<u>Donald W. Marshall</u>		<u>5/8/90</u>
✓ Wildlife	<u>Sydney M. Yincevich</u>	<u>Comments made on draft</u>	<u>4/11/90</u>
Forestry			
Energy/Min.			
✓ Operations	<u>DW</u>	<u>Comments in draft</u>	<u>4/11/90</u>
Other	<u>Bill Phillips</u>	<u>Bill Phillips 4-20-90</u>	<u>See comments on draft</u>

Public Contacted: ☒ Yes () No List contacts: California Dept. of Fish and Game

Environmental Coordinator Review of Comments Sydney M. Yincevich Date 5/9/90

NOTE: Your signature above indicates that you approve of the proposed project as described, and have no reservations with its implementation. If you do have concerns, address them above in the comments column, or on a separate sheet.

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Environmental Assessment
North Deep Cut Pasture Fence
EA-CA-026-90-17

I. Introduction

A. Description of Action

The proposed action is to construct 7.5 miles of BLM standard antelope type barbed wire fence and a cattleguard on public lands, and approximately .5 miles of BLM standard antelope type barbed wire fence and a cattleguard on State lands to control livestock grazing and to implement a deferred rotation grazing system in the Deep Cut Allotment.

B. Location

The proposed fence location is in the Eagle Lake Resource Area, Cal-Neva Planning Unit, Deep Cut Allotment in T.31N., R.16E., sections 29, 30, 33, 34 and T.31N., R.15E., section 22, 23, 24. The project would cross State lands located in T.31N., R.16E., section 30 and T.31N., R.15E., sections 24 and 25. See attached map.

C. Purpose/Need

In 1983, the Deep Cut Allotment Management Plan was implemented. It allowed for continuous grazing and did not incorporate periodic rest during the growing season. In 1988, an evaluation of the Deep Cut AMP revealed the allotment was in a downward trend, perennial grass plants were in poor vigor and medusahead was invading and replacing desirable forage plants. Currently, the Deep Cut AMP is being revised and a deferred rotation grazing system is to be implemented. The proposed fence is integral to implementing the deferred rotation grazing system. The AMP revision will be finalized prior to fence construction. In addition to implementing the new grazing system, the fence would also provide better livestock control over the Deep Cut Creek riparian area and a wetland area located on State lands.

One of the permittees in the allotment, Robert Clark, leases the State lands for grazing use and these lands are used as exchange-of-use in his federal grazing permit. The fence would split a reservoir currently existing on State lands so that water would be available on either side of the fence. This is the primary reason for the need for crossing the State lands. The proposal complies with the 1982 Cal-Neva Land Use Plan and would implement Land Use Decisions 10-1 and 10-6 which state that the BLM is to implement livestock grazing programs with particular consideration towards improving riparian and meadow habitat to enhance and protect wildlife and watershed values. An easement across State lands will be necessary before the fence across State lands could be built.

II. Description of the Proposed Action and Alternatives

A. Proposed Action

The proposed action is to construct 8 miles of steel and wire fence and two cattleguards in the locations described in section I (B) of the EA to the following specifications:

- 3 strand 12 1/2 gauge steel and wire fence with the top 2 strands being barbed and the bottom wire smooth for antelope passage in the winter. Steel posts set every 22 feet with 2 stays per panel. Wires spaced from the ground: 16 inches, 26 inches, 38 inches.
- Double gates (gates that open from both ends and close in the middle) will be placed at important antelope crossings and will be left open in the winter and closed when the livestock grazing season begins.
- The fence will be flagged for the first year to alert animals of its presence.
- Ground disturbance shall be limited to crushing and/or trampling of vegetation within 10 feet of one side of the fence route centerline. Blading or brushing with motorized vehicles is prohibited. Large shrubs may be removed with hand tools.
- All trash generated by the fence construction process will be collected and disposed of properly, upon completion of the project.
- Two cattleguards (8' x 14') will be installed across the two main dirt roads; one on public lands, the other on State lands to allow easy access through the fence for hunters and other public land users.

C. Other Alternatives Considered but not Fully Analyzed

A no action alternative was considered and will not be further analyzed at this time because without the fence a deferred rotation grazing system could not be implemented and other alternatives such as delaying turnout until after seed ripe would have to be considered in order to comply with the Cal-Neva Land Use Plan.

Another alternative considered was to combine adjacent allotments with the Deep Cut Allotment and make each allotment a pasture in order to implement a deferred rotation system. This alternative is rejected at this time and will not be considered further. The time required to evaluate adjacent allotments, formulate objectives, and implement new grazing systems would delay the beneficial impacts of the proposed action by several years. Implementation of the proposed action will not preclude consideration of this alternative at a future date.

III. Description of Affected Environment

1. Soils

Soils are volcanic in origin, generally shallow to deep clay loams, with a stony surface, and a slight to moderate erosion hazard. Montmorillonitic soils dominate the flatter areas. In some years, depending on the precipitation received, the montmorillonitic soils may be saturated when livestock are turned out in the spring. Trampling of these soils when wet by livestock is a major concern.

2. Water

The proposed action does not occur in a flood plain or riparian area. However, the proposed action will influence management on the Deep Cut Creek riparian area on BLM lands and on a wetland area on State lands to the north of the project.

3. Vegetation

Vegetation within the project vicinity is typical of the Great Basin shrub/grass plant community. Medusahead, an undesirable species, is aggressively invading the area and replaces perennial plants which have lost their vigor and died.

4. Wildlife

Mule deer, pronghorn antelope, sage grouse and chukar are the dominant game species occurring in the project area. The proposed fence would cross important antelope wintering and kidding habitat.

5. Threatened and Endangered Species

Polygala subspinos, a California Native Plant Society List 2, "Plants Rare, Threatened, or Endangered in California, But More Common Elsewhere," is widely scattered throughout the area. This plant is not considered as a BLM sensitive plant and therefore does not require special management consideration.

6. Wild Horses and Burros

The project area is within the Twin Peaks Herd Management Area. Currently, 20 burros inhabit the area north of the proposed fence and occasionally use the project area during the winter. No wild horses are known to use the area, although they were present in the area prior to 1983.

7. Cultural Resources

An archeological survey was conducted. One archeological site was found to the south of the proposed fence. This was a very sparse lithic scatter of obsidian and chert chips.

8. Livestock Management

The project is within the Deep Cut Allotment and has been managed under an Allotment Management Plan (AMP) since 1983. The AMP is presently being revised to incorporate a deferred rotation grazing system and should be completed by 1991. Two livestock permittees graze the 50,000 acre allotment. The season of use is April 1 to October 31. Approximately 863 cattle graze during all or a portion of the grazing season. In 1988, 1989 and 1990, cattle numbers were significantly reduced during the AMP revision.

IV. Environmental Impacts

A. Proposed Action

1. Soils

Soils will benefit by the construction of the fence and the implementation of a deferred rotation grazing system. Soils will be periodically deferred from livestock use during the time period when soils may be saturated. This will benefit the soils structure thus providing a better growing medium for perennial vegetation. However, there may be years when the soils are saturated in the pasture being grazed. This will be detrimental to the soil structure and to the vegetation if the soils are saturated for a period of time and cattle are concentrated in the area. In addition, soil litter should improve over time with periodic deferment. This will also provide a more desirable environment for seedling establishment.

2. Vegetation

The perennial vegetation, in particular the grasses and forbs, will benefit by the construction of the fence and implementation of a deferred rotation grazing system. Benefits will be seen in an improvement in vigor and the potential for seedling establishment over time. There will be a short term (5-10 years) vegetation and soils disturbance (8.5 acres) due to the construction of the fence. This disturbance is minor in relation to the size of the area which will benefit (the entire 50,000 acre allotment). Also, see discussion under the subheading "Water," below.

3. Wild Horses, Burros and Wildlife

After the fence is constructed, it will be a long-term partial barrier to burro movement except in the winter when gates will be left open for burro and antelope movement. The fence will be flagged so animals will be aware of its presence. One of the gates will have wings attached to facilitate burro movement through the gates. Antelope will be able to go under the fence all year, which should not restrict their movement. Antelope will need to use the open gates during winters when there is heavy snow restricting access under the wires. Antelope winter and kidding habitat will improve with the implementation of a deferred rotation grazing system. Improvement will be seen in the availability of browse during the winter and the availability of forbs and perennial grasses in the spring particularly in the deferred pasture. There will be a temporary minor displacement of non-game animals and some habitat will be slightly altered due to construction activities. This impact will be very minor, approximately 8.5 acres, in relation to the whole 50,000 acre allotment in which the habitat will benefit.

4. Livestock

Livestock management will be improved by constructing this project and creating an additional pasture. Cattle will be gathered easier although they may be temporarily more stressed by the additional movement from pasture to pasture.

5. Water

The Deep Cut Creek riparian and the wetland area located on State lands will benefit from the construction of the fence and the implementation of a deferred rotation system. These areas will receive periodic rest during the growing season which will improve the vigor of existing perennial grasses and riparian vegetation resulting in the improvement of the water table along the creek. In addition, the fence will allow better livestock control on the riparian and wetland area. Livestock can be more easily moved when utilization levels on these areas have been met.

6. Threatened and Endangered Species

Polygala subspinoso, will not be adversely affected by the proposed action. The plants may be grazed but 40-60 percent utilization limits will be imposed. The plant appears to survive grazing pressure well.

7. Cultural Resources

The archeological site will not be impacted by the construction of the fence or trampling of livestock concentrated near the fence since the site is located south of the proposed fence.

C. Mitigation Measures

Mitigation measures were incorporated into the proposed action such as double gates for antelope, antelope type fence, wings at gates for burro movement, cattleguards for vehicle access, flagging of fence until animals are accustomed to the fence location, minimizing ground disturbance, and trash disposal.

D. Unavoidable Adverse Impacts

1. Burros - Movement of burros will be impeded slightly by the proposed fence during the grazing season of April 1 to October 31.
2. Antelope - Movement of antelope may be impeded slightly by the proposed fence.

V. Public Comment/Review

Frank Hall of the California Fish and Game was consulted on the concept of additional fences and the implementation of a grazing system which incorporated rest during the growing season. He felt the implementation of a grazing system which would benefit the antelope and riparian habitat would be worth the relatively minor disruption of antelope movement. The State Lands Commission also has expressed an interest in reviewing this document and to make comments. Horse groups will be contacted prior to final decision on this project.

VI. List of BLM Contributors

Greg Yuncevich	Wildlife Biologist
Don Wannebo	Civil Engineer Technician
Sydney Yuncevich	Range Conservationist
Ken Visser	Supervisory Range Conservationist
Don Manual	Archeologist
Gary Schoolcraft	Botanist
Bill Phillips	Wild Horse and Burro Specialist/District Range Conservationist
Stan Bales	Outdoor Recreation Specialist

NORTH DEEP CUT
PASTURE FENCE

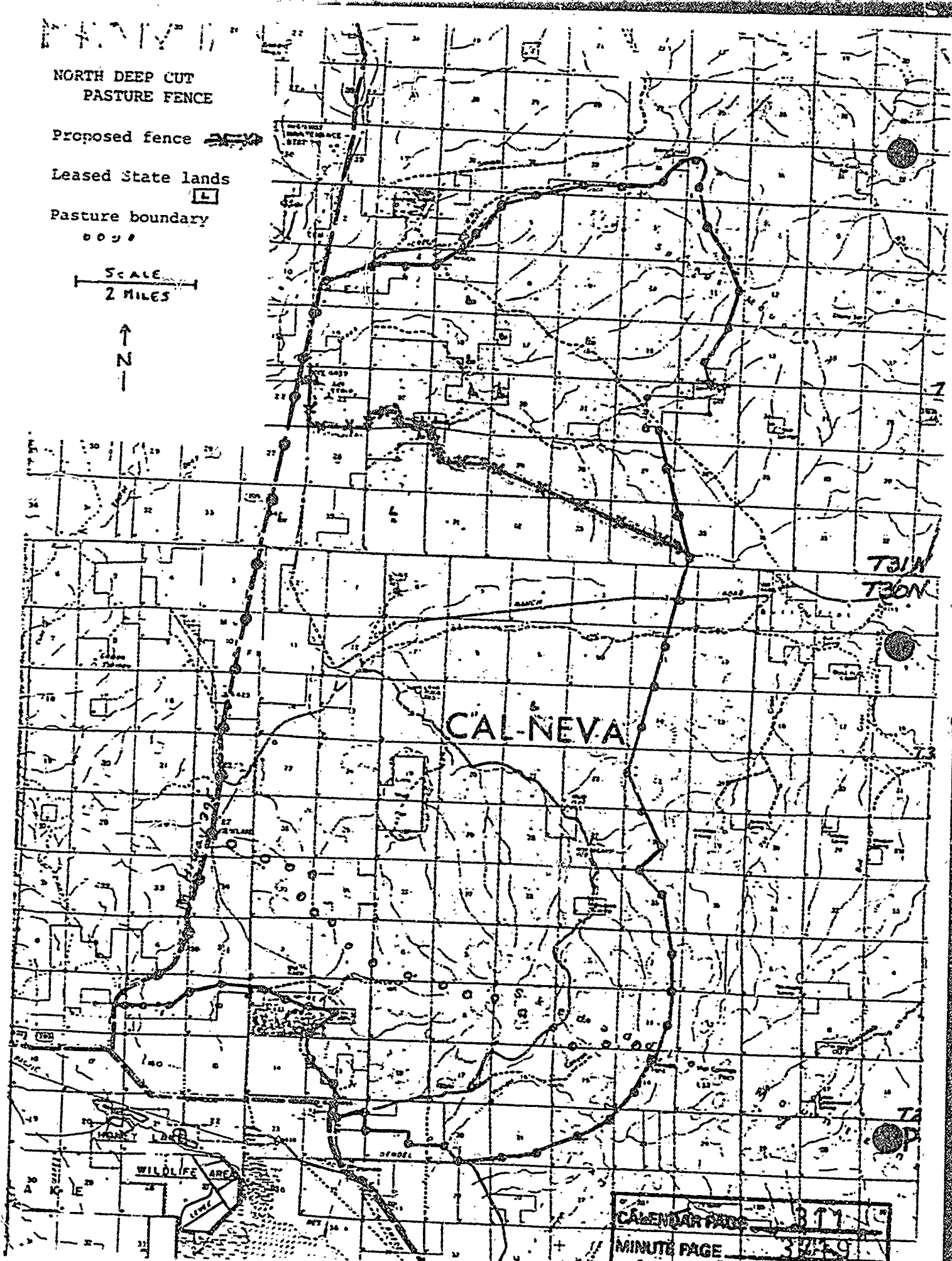
Proposed fence

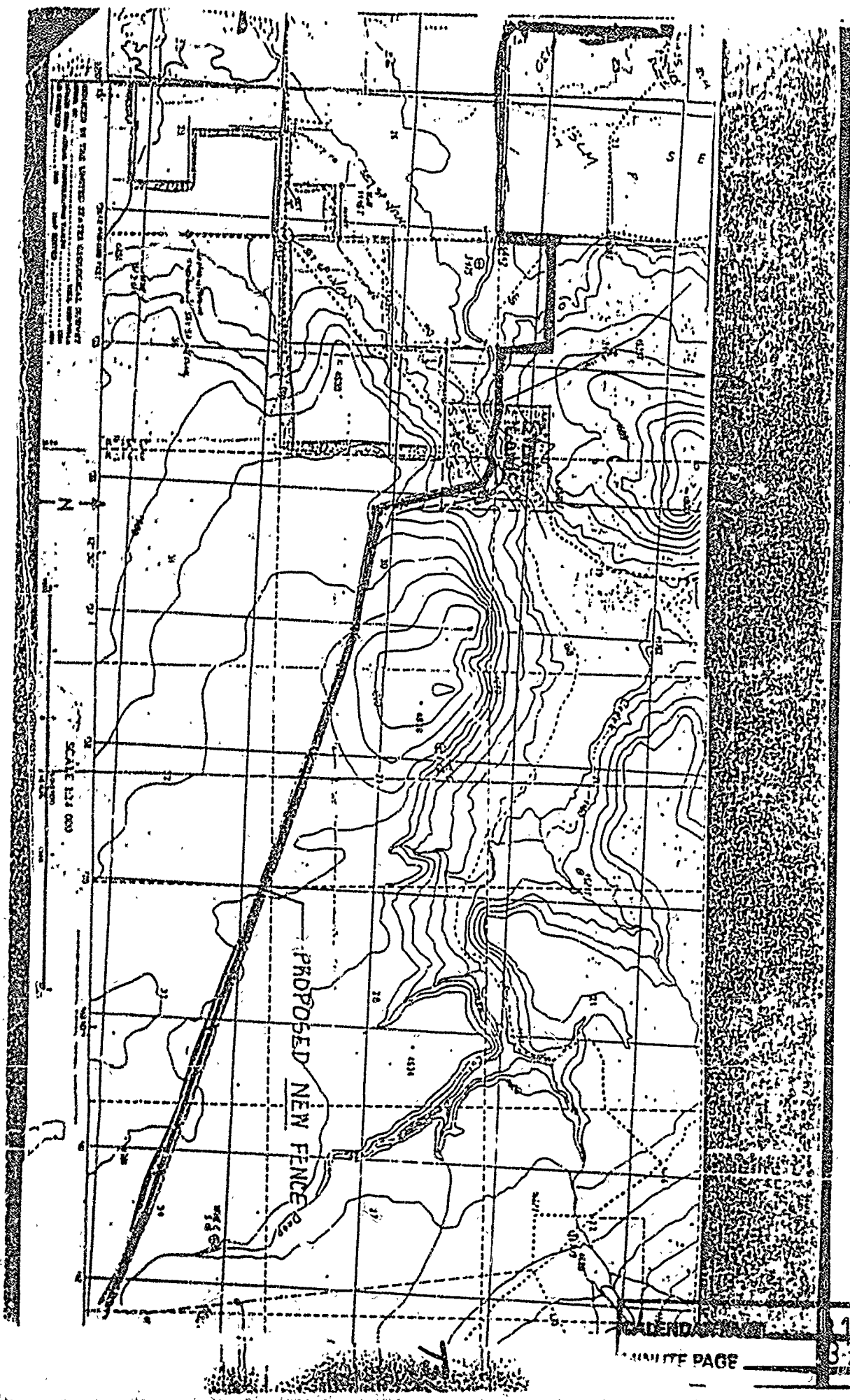
Leased State lands

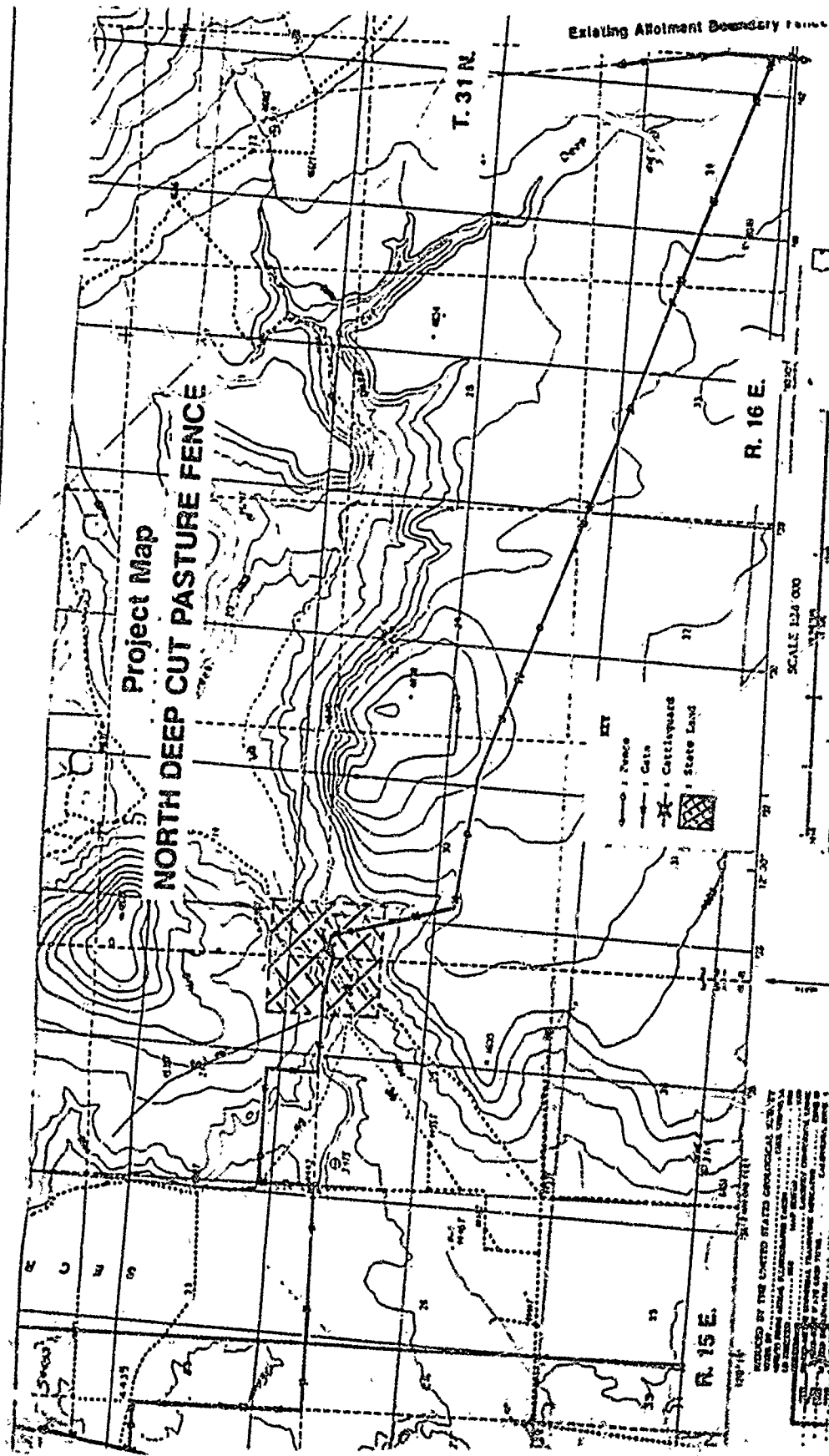
Pasture boundary

SCALE
2 MILES

↑
N







**Project Map
NORTH DEEP CUT PASTURE FENCE**

Existing Allotment Boundary Fence

T.31 N.

R.16 E.

R.15 E.

- KEY**
- Fence
 - Gate
 - Cattlequadrant
 - State Land

SCALE 1:25,000

Improved Road
Unimproved Road
Trail

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

CONTINUOUS INTERVAL OF 100 FEET
EQUIDISTANT INTERVAL OF 100 FEET

THIS MAP IS A PRELIMINARY MAP AND NOT A FINAL SURVEY
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CALENDAR DATE: 12/12/90
NEGOTIATOR: Dugal

BUREAU OF LAND MANAGEMENT AND STATE LANDS COMMISSION

EXHIBIT UNAVAILABLE AT TIME OF PRINT

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