

PAPO  
BOARD  
MEETING

~

July 17, 2025

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**Pinedale Anticline Project Office (PAPO)**  
**Board of Directors Meeting**  
**July 17, 2025, 9:00 am**  
**Pinedale BLM Office**  
**Pinedale, Wyoming**

The meeting is open to the public. For those not able to attend in-person, they can join via Teams with the following link: <https://events.gcc.teams.microsoft.com/event/d42dd24c-db81-4aea-b4da-2b7bfbe3fd8a@0693b5ba-4b18-4d7b-9341-f32f400a5494>

OR [Join the meeting here](#)

**Meeting ID:** 219 635 805 007 3

**Passcode:** Ve7PY6cT

**Welcome and Introductions**

Kris Kirby (BLM)

**Approval of Agenda**

Kris Kirby (BLM)

**Approval of 11/07/2024 Meeting Minutes**

Kris Kirby (BLM)

**Agency Update**

Amber Potts (DEQ)  
Brandon Scurlock (WGFD)  
Chris Wichmann (WDA)  
Ben Smith (BLM)

**PAPO Funded Projects Update**

Kelsey Smith (BLM)

**Air Quality Winter Ozone Update**

DEQ

**Mule Deer 2024 Monitoring Update**

WGFD

**PAPO Budget Update**

Wyletta Sheldon (BLM)

**PAPO Status**

Kris Kirby (BLM)

**2026 Salaries**

**Future Monitoring**

- Wildlife
- Reclamation (PADMS)

**PAPO 2025 Project Funding Applications**

**Public Comments**

Kris Kirby (BLM)

**Next Meeting Location and Dates**

Kris Kirby (BLM)

**Adjourn**

Kris Kirby (BLM)

**Pinedale Anticline Project Office  
Board of Directors Meeting  
November 7, 2024, 1:30 pm  
Virtual**

Zoom link:

<https://blm.zoomgov.com/j/1613978615?pwd=6Li4TECsnp2AbKIOHAaaukzhmc9xyU.1>

Webinar ID: 161 397 8615

Passcode: 972207

**Attendees:**

<b>Name</b>	<b>Organization</b>	<b>Name</b>	<b>Organization</b>
Angi Bruce	WGFD	Mark Thonhoff	BLM
Todd Parfitt	DEQ	Jasmine Allison	Pure West
Andrew Archuleta	BLM	Tracy Hoover	BLM
Sam White	Sublette County	Michael Henn	WDA (SCCD)
Doug Brimeyer	WGFD	Amber Potts	DEQ
Ben Smith	BLM	Wyletta Sheldon	BLM
Brad Purdy	BLM	Adam George	BLM
Brandon Scurlock	WGFD	Caleb Rosenberger	BLM
Chris Wichmann	WDA	Kelly Bott	Pure West
Jacqueline Alderman	BLM	Amber Robbins	BLM
Allegra Keenoo	BLM	Jason Oates	
Sydney Simmerman	WGFD	John Lund	WGFD

**Welcome and Introductions**

**Chairman Archuleta**

Chairman Archuleta called the meeting to order at 1:36 p.m.

Allegra Keenoo outlined specifics for Virtual Meeting.

Angi Bruce introduced Doug Brimeyer as Angi's successor on the PAPO Board.

Chris Wichmann clarified he was sitting in on the meeting as WDA agency rep/PAPO team member, not as WDA PAPO Board Representative.

**Approval of Agenda**

**Chairman Archuleta**

Additions to the Agenda: Chairman Archuleta allow for a 10-minute break after "Budget Discrepancies" agenda item.

Todd Parfitt pointed out that we were missing Approval of the Agenda.

*Motion to approve meeting agenda by Todd Parfitt, 2<sup>nd</sup> by Sam White. Motion Carried.*

**Approval of 05/14/2024 Meeting Minutes**

**Chairman Archuleta**

*Motion to approve meeting minutes by Sam White, 2<sup>nd</sup> by Todd Parfitt. Motion Carried.*

**Agency Update**

**Amber Potts (DEQ)**

- Jan – Mar 2025, hopeful for no Action Days.
- Working toward redesignation of 2008 Marginal Non-Attainment back into Attainment.



- Will hold a public engagement session for the UGRB Ozone Request for Redesignation to Attainment and Maintenance Plan process on Tuesday, December 3, 2024, at 10:30 a.m., Sublette County Public Library.
- Budget: 4 new Compliance positions, 1 new Rulemaking position and 1 Title V permitting position. All new positions are filled.
- 19% Vacancy Rate.

#### **Brandon Scurlock (WGFD)**

- Uptick in Sage Grouse numbers in the Upper Green River Valley.
- Winter 22-23 impacts to Pronghorn still being felt, August counts showed 68 juveniles/100 does; herd recovery proving to be slow.
- Mule Deer numbers good in the Sublette Herd. Migration occurring now.

#### **Chris Wichmann (WDA)**

- Waiting for Sage Grouse plans to drop.
- Rangeland Health program to monitor federal land is funded.
- WDA has a Good Neighbor Authority Agreement with the Bridger Teton National Forest to complete a permit renewal for Change of Class (Sheep to Cattle/Sheep) on Muddy Canyon. The costs of this type of effort have increased significantly, ie., 2 yrs ago a similar action cost 90K and this project will cost 350K.

#### **Ben Smith (BLM)**

- Pinedale Field Office has a Permanent Field Manager, Stewart Cogswell.

#### **PAPO Budget Update**

#### **Wyletta Sheldon**

Checkbook balance 11/01/2024 at \$3,663,342.72, \$1.3 million committed, \$2,322,503.63 available.

Chris Wichmann asked about number of Wells Spud. Wyletta has not seen the numbers yet as they typically come in December. Kelly Bott, Pure West, identified the number of Spud Wells at 15.

Angi asked about the need to approve continued salaries for the partner positions for another year. Tracy Hoover pointed out that the Board approved salaries thru December 31, 2025.

Amber Robbins verified the motion in the minutes that approved said salaries.

May 2025 Agenda item to discuss salaries for post-December 2025.

#### **PAPO Funded Projects Update**

#### **Amber Robbins**

Presented updated project status:

Trapper's Point-Agreement to extend funds; work to begin early 2025.

Monument Ridge-Continued implementation, 3,000 acres burned in 2024.

N. Pinedale Wildlife Habitat Plan-50% Complete, 1,000 acres mowed in 2024.

#### **Follow-up on PAPO/WGFD Budget Discrepancies**

#### **Amber Robbins (BLM) Morgan Marks (WGFD)**

#### **Noise Monitoring**

*Motion to approve an additional \$69,122.00 to previous PAPO Board approved amount for Noise Monitoring by Doug Brimeyer, 2<sup>nd</sup> by Todd Parfitt. Archuleta, Parfitt, Brimeyer in favor. Motion Carried.*

### **Mule Deer Monitoring**

*Motion to approve an additional \$48,917.60 to previous PAPO Board approved amount for Mule Deer Monitoring by Doug Brimeyer, 2<sup>nd</sup> by Todd Parfitt. Archuleta, Parfitt, Brimeyer in favor. Motion Carried.*

### **Pygmy Rabbit Monitoring**

*Motion to approve an additional \$97,694.31 to previous PAPO Board approved amount for Pygmy Rabbit Monitoring by Todd Parfitt, 2<sup>nd</sup> by Doug Brimeyer. Archuleta, Parfitt, Brimeyer in favor. Motion Carried.*

### **White-Tail Prairie Dog Monitoring**

*Motion to approve an additional \$106,463.56 to previous PAPO Board approved amount for White-Tail Prairie Dog Monitoring by Doug Brimeyer, 2<sup>nd</sup> by Todd Parfitt. Archuleta, Parfitt, Brimeyer, White in favor. Motion Carried.*

### **Moving forward to avoid fiscal error:**

1. Mule Deer & Pronghorn will be tracked separately in PAPO budget, starting FY 23.
2. Any projects that include a WGFD Grant will be paid directly to WGFD. PAPO should never pay the vendor directly for WGFD Grant projects.
3. At least annually, the PAPO Coordinator and WGFD Grants Analyst will compare figures to ensure checks and balances. This comparison will be documented and reported to the Board.

**10-minute Break**      3:45 p.m.      **Resume** 3:55 p.m.

### **Criteria for Future Conservation Easement Funding**

**Amber Robbins**

Recommendation from the PAPO Team to accept conservation easement applications for funding with the following stipulations, per request from the May 2024 PAPO Board meeting:

1. The applicant will have 80% committed funds prior to application.
2. The applicant will include a copy of the draft easement as part of the application.
3. The Board maintains the ability to add terms/conditions of the easement as a condition of funding.
4. The easement must be held by an accredited land trust or State or Federal government entities or meet LTA and IRS standards and practices for monitoring and enforcement, specifically.

Kerry Gold, GRVLT Jackson Hole Land Trust, expressed concerns for Item 2, requiring a draft easement as part of the application and for item 1, requiring 80% committed funds prior to application.

*Motion by Sam White to accept conservation easement applications for funding, with the following stipulations as listed and in accordance with the ROD:*

1. *The applicant will have 80% committed funds prior to application.*

2. *The applicant will include a copy of the draft easement as part of the application.*
3. *The Board maintains the ability to add terms/conditions of the easement as a condition of funding.*
4. *The easement must be held by an accredited land trust or State or Federal government entities or meet LTA and IRS standards and practices for monitoring and enforcement, specifically.*

*2<sup>nd</sup> by Todd Parfitt. Motion Carried.*

### **Pygmy Rabbit Monitoring Wyoming-Wide**

**WGFD**

The Pygmy Rabbit is part of a USFWS 90-day finding on 10 petitions to add the species to the List of Endangered and Threatened Wildlife and Plants under the Endangered Species Act of 1973, as amended (Act). WGFD is planning for statewide pygmy rabbit monitoring in 2026 (periodic) and asking PAPO for \$30,000 for 30 grid cells in the PAPA reference area. After discussion, it was decided that WGFD will submit a 2025 PAPO application for funding.

### **Sage Grouse Monitoring Update**

**Mark Thonhoff**

Summary of the 2024 PAPA Greater Sage-Grouse Report. The data has not yet been disbursed to BLM from WGFD entirely. Overall, 2024 showed signs of significant population recovery since last year, which would be in line with expectations for the cyclical pattern. There were no other comments.

### **Public Comments**

**Chairman Archuleta**

- Kelly Bott, Pure West—Concerns over Budget Discrepancy. Glad a solution was developed, but very concerned with long-term viability of the budget. How is mitigation credited? Not convinced there is enough money moving forward. Pure West consolidation of wells equals less Spud fees, approximately \$100-150K/year. Not sustainable.  
Mark Thonhoff reiterated that the intent of mitigation is not to draw animals away from the PAPA, but to support habitat and migrations. Alleviate pressures where we can and give the best habitat possible.
- Kerry Gold, UGRVLT Jackson Hole Land Trust—she hopes Board recognizes the significance and importance of conservation easements. She wants to respect Board's decision. Would Board be willing to accept a template over a draft easement? Incorporating language in templates is easy.  
Chairman Archuleta reiterated that the Board wants as much detail as possible when making decisions to fund projects.

### **Next Meeting Location and Dates**

**Chairman Archuleta**

May 14, 2024, 1:30 p.m., in-person, Pinedale at the Sublette County Library.  
Topics of note: Projects, Mitigation, Budget

### **Adjourn**

**Chairman Archuleta**

*Motion to adjourn by Chairman Archuleta, 2<sup>nd</sup> by Sam White.*  
Meeting adjourned at 4:46 p.m.

# PAPO Mitigation Project Summary 2009 – 2024

## Air Quality Mitigation Projects

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2017	Ozone Mitigation	Ozone mitigation projects brought forth by the Team with the opportunity for input from industry and the public. Reallocated to the Ozone Precursor Emission Reduction Pilot Program.	\$250,000	\$250,000 approved by the Board. These funds have been allocated to DEQ's Emission Reduction Pilot Program. In Progress	
2010	American Recovery & Reinvestment Act/Diesel Emissions Reduction Act	Reduction of emissions from heavy equipment through emission controls.	\$262,470	Completed	
2010	Wood Stove Changeout	Provided certificates to residents to exchange existing wood stoves for newer, less emitting EPA-certified units.	\$104,750	Completed	
2009-2010	UW Spatial Air Quality Assessment-PASQUA	Air quality spatial measurement and survey approach for improving emission inventory factors, and VOC input data for ozone monitoring	\$543,001	Completed	

## Wildlife Mitigation Projects

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2024	Willow Lake Elk Fence Re-Route	Re-route the "Elk Fence" (constructed of 7-foot-tall wildlife-tight woven wire) that is currently on the boundary between the USFS and the BLM near the Willow Lake Campground.	\$40,000	In Progress	
2024	Mesic Meadow Restoration	Restore mesic areas with the installation of low-tech structures (e.g rock, wood, mud) within	\$500,000	In Progress	

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
		degraded drainages throughout the Anticline mitigation area.			
2024	Ball Place Conservation Easement	Conserve 1,117 acres of valuable wildlife habitat to benefit mule deer, sage grouse, and numerous other species vital to the local ecosystem, and a 7th generation ranching family and their agricultural lands.	\$80,000	In Progress	
2024	Lower New Fork Restoration: Thompson Bends	Stabilize eroding stream banks and develop riparian and mesic wetlands on the New Fork River on two separate meander bends, restoring ~30 acres of flood plain enhancement along ~2,500 feet of the river.	\$25,000	In Progress	
2023	Beaver Creek Ranch Wildlife Friendly Fencing	Convert 10 miles of fence on the Beaver Creek Ranch to wildlife friendly fencing.	\$70,000	In Progress Waiting on executed landowner agreement to begin the work.	
2023	Dogwood Ranch	Stream restoration for sage grouse on the Dogwood Ranch.	\$22,050	In Progress- Peter Brown (TU) is lead	
2023	Green River Huston to Sommers Habitat Restoration	Take aspen stands removed near the Hoback Rim, within mule deer migration corridor and use it for stream restoration between Huston and Sommers recreation accesses.	\$40,000	In Progress Completed 600' of river restoration in '23, remaining 4 areas to be complete by September, 2024.	
2022	Mule Deer Aspen & Riparian Enhancement	Install 7,000ft of steel jack fence to protect aspen and riparian communities within Sublette mule deer migration corridor and crucial ranges to reduce over-browsing.	\$40,000	In Progress Contract awarded to build fencing, funds will begin to be spent Summer/Fall, 2024	
2022	Trappers Point Game Fence Extension	Extend Trappers Point Game Fence 0.6 miles to Duck Creek, to reduce wildlife crossing at current fence terminus.	\$40,000	In Progress Agreement to extend timeframe to spend funds; work to begin as early as 2025 if possible.	0.6 miles

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2022	<b>Monument Ridge Vegetation Management</b>	Phase II of an aspen enhancement project to reduce conifer encroachment and aspen regeneration along Monument Ridge, in a stopover area along the Red Desert to Hoback migration corridor.	<b>\$350,000</b>	<b>In Progress- SCCD</b> Continuing implementation.	3,000 acres burned in 2024.
2021	<b>Mule Deer &amp; Pronghorn Web-based Mapping Tool</b>	Construction of a web-based mapping tool that makes the large quantity of mule deer and pronghorn monitoring data already collected readily accessible to biologists.	<b>\$18,000</b>	<b>Completed</b>	
2021	<b>Sublette County Invasive Species Management</b>	Continue ongoing and develop new aerial and ground weed treatments throughout Sublette County. Funds to be used on cheatgrass invaded rangelands and other collaborative weed projects.	<b>\$500,000</b>	<b>In Progress</b> SCWP (Kraft) is managing	
2021	<b>Sublette Fence Project – Koch Ranch</b>	Modification of 7.7 miles of fence within the Sublette mule deer migration corridor to reduce entanglements and mortality.	<b>\$70,000</b>	<b>Completed</b> 2021/2022	>7 miles fence converted to wildlife friendly
2021	<b>North Pinedale Wildlife Habitat Plan</b>	Mechanical, chemical, and prescribed burn treatments on mountain big sagebrush habitats.	<b>\$200,000</b>	<b>In Progress</b> 50% complete Summer 2024	1,000 acres mowed in 2024
2020	<b>Mountain King Ranch Wildlife Friendly Fence</b>	Update 5.6 miles of fence to wildlife friendly standards	<b>\$42,600</b>	Request for bids and bid tour completed. Contractor chosen Nov 2020. Construction in 2021. <b>Completed</b>	5.6 miles
2019	<b>Jackson Fork Ranch Bison Fence Modifications</b>	Implementation of a system of drop-down structures along 3.5 miles of existing bison fence to allow passage for wild ungulates.	<b>\$25,000</b>	<b>Completed</b> Finished in 2022. Some funds remaining, but no plans to use- revert to corpus	3.5 miles
2019	<b>Sublette County Invasive Species</b>	Treatment of invasive plant species in 3 projects: Horse Creek Fire, Soaphole Perennial	<b>\$120,000</b>	In process. Several areas were treated in 2019 and 2020.	

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
		Pepperweed Phase 2, and Sublette County Cheatgrass		In Progress- SCWP	
2018	Roosevelt Fire Vegetation Restoration and Rehabilitation	Vegetation recovery of the 60,000 acre Roosevelt Fire. Weed control, seeding, grazing rest, fence reconstruction, and other needed treatments.	\$200,000	In Progress- SCCD Spraying weeds until funding is used up.	60,000+
2018	Hoback Ranches Wildlife Friendly Fence	Modification of 18.4 miles of fence to wildlife-friendly design in the mule deer migration corridor on the Hoback Ranches boundary, to facilitate migration of deer that winter in the PAPA area.	\$128,000	Completed	18.4 miles of fence
2018	Mesa Mule Deer Shrub Planting	Plant 5,000 shrub seedlings in targeted locations in mule deer winter range on the Mesa to enhance winter range health and productivity.	\$58,000	In Progress Shrubs planted in 2021; remaining funds (~\$23k) to be used for augmentation	
2018	Pape-Miller Mule Deer Habitat	Treat sagebrush stands on 1500 acres and rebuild 10 miles of fence to facilitate mule deer migration and enhance habitat quality in migration habitat.	\$100,000	In Progress	1500 acres; 10 miles of fence
2018	Soaphole Perennial Pepperweed	Treatment of scattered populations of perennial pepperweed over about 50,000 total acres on and adjacent to the Mesa.	\$20,000	\$20,000 approved by the Board. Completed	Up to 50,000 acres landscape impact
2017	Monument Ridge	Aspen treatment on USFS lands near Bondurant, WY to enhance habitat for mule deer and other wildlife	\$50,000	Cultural surveys completed. Categorical Exclusion recently signed. Planning mechanical treatments for 2020. Completed	Up to 10,000 acres.
2017	Hoback Rim Wildlife Friendly Fence	This PAPO project intends to modify 29.8 miles of fence to wildlife friendly standards in the mule deer migration corridor in the Hoback area. This project is adjacent to the Red Desert to Hoback project funded in 2016.	\$178,800	\$178,800 approved by the Board. Roberts Cattle Co. fence work completed fall 2018. Grindstone Cattle Co. completed 1.6 miles of	15,000 acre landscape impact

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
				fence work in 2019. Expected completion in 2021. <b>Completed</b>	
2017	<b>Sublette Mule Deer Habitat Treatments – Roberts Phase</b>	This is a vegetation treatment project intended to improve sagebrush habitat conditions in the Sublette Herd mule deer transition and summer ranges and lead to increases in the productivity of the herd. The project includes mowing on 1500 acres and Spike herbicide application on 400 acres. The project is located on private lands.	<b>\$20,560</b>	\$20,560 approved by the Board. About 1/3 of acres treated; expected completion in 2020. 2019 post treatment monitoring completed. <b>Completed</b>	1,900 (5,000 acre total impact)
2016	<b>Great Conservation Idea Assistance Grant Program</b>	The Sublette Conservation District proposed this project to provide a fund for small projects that could be rapidly implemented without waiting for the yearly funding cycle to apply.	<b>\$20,000</b>	\$20,000 approved by the Board to fund sage-grouse projects only. This was updated at the December 2017 Board meeting to allow other types of projects. Several small projects have been completed. <b>In Progress</b>	
2016	<b>Horse Creek-Wyoming Range Weed Treatments</b>	This PAPO project funded the Sublette County Weed and Pest to use backpack sprayers to treat Canada thistle and musk thistle in the Horse Creek area where several fires have burned in recent years.	<b>\$24,989</b>	\$25,000 approved by the Board. <b>Completed</b>	130
2016	<b>Red Desert to Hoback Mule Deer Migration Corridor</b>	This project is to modify fences along the mule deer migration corridor to preserve the integrity of the corridor.	<b>\$24,000</b>	\$24,000 approved by the Board for fence in the Rolling Thunder Ranch Area. <b>Completed</b>	4 miles of fence



## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2015	Flushing Bars	This JIO & PAPO project will offer fabrication and installation of flushing bars for hay producers to minimize sage-grouse mortality.	\$15,000	<del>\$15,000 was approved for JIO and</del> (funding returned) \$15,000 was approved for PAPO. Project began during summer 2015. <b>In Progress</b>	
2015	Sagebrush Mower	This PAPO project is a 50% cost share with the Muley Fanatics organization, to have a mower available for any PAPO projects requiring sagebrush mowing.	\$9,188	\$10,000 was approved for purchasing a mower. Mower used to treat thousands of acres in crucial mule deer habitats. <b>Completed</b>	
2015	PAPA Weed Inventory and Treatment	This PAPO project will help control weed invasion on the Mesa.	\$25,000	\$25,000 was approved. <b>Completed</b>	
2015	Rolling Thunder Ranch Aspen Treatments	This is a PAPO aspen treatment project that will benefit mule deer and other wildlife.	\$60,000	Funded for \$60,000 to leverage partnerships. PAPO funded work was completed summer 2016 along with FEW-Partners for Fish and Wildlife and Rolling Thunder funding. <b>Completed</b>	640
2015	Webb Draw Sagebrush Treatment	This PAPO pilot project will determine the benefits to wildlife from mechanical treatments in the sagebrush community present in Webb Draw north of Pinedale.	\$2,000	\$2,000 was approved. <b>Completed</b>	
2014	North Mesa Basin Reservoir Improvement	The purpose of this PAPO water reservoir improvement project is to provide water for livestock and wildlife.	\$47,500	\$40,000 was approved plus funding for associated wildlife-friendly fencing. <b>Completed</b>	
2014	Mesa Wildlife Friendly Fence	This PAPO project will complete the wildlife-friendly fence project on the Mesa and help	\$175,000	\$175,000 was approved with the confirmation of	

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
	<b>Modification Phase II</b>	minimize mortality of mule deer, pronghorn and sage- grouse.		matching funds and the use of new wire. <b>Completed</b>	
<b>2014</b>	<b>Sage-grouse Mitigation Projects</b>	PAPO projects to be implemented include fence marking, windmill conversion to solar, road signage, fence modification and lek habitat enhancement.	<b>\$150,000</b>	\$100,000 was approved in 2014. Project implementation began in 2014, with projects continuing. <b>In Progress</b>	
<b>2013</b>	<b>Bald Eagle Key Habitats</b>	Research project to increase understanding of key habitats for bald eagles. Data was used to ensure that future mitigation efforts target the most effective areas.	<b>\$60,000</b>	<b>Completed</b>	
<b>2013</b>	<b>Sublette Mule Deer Cultural Survey</b>	This PAPO project is the cultural support component of the Sublette Mule Deer Habitat Improvement Project. The cultural survey work was contracted out and the field work completed in Fall 2013 with a final report completed in late 2013.	<b>\$127,499</b>	\$30,000 was approved for cultural survey work. An additional \$15,000 for surveys came from BLM funds along with \$30,000 in funds approved in 2012. <b>Completed</b>	4,200+
<b>2013</b>	<b>Sublette Mule Deer Habitat Improvement Project</b>	This is a PAPO habitat improvement project in the Ryegrass, Soapholes and northern Mesa areas to improve forage for migrating and wintering mule deer.	<b>\$300,000</b>	Funded for \$300,000 contingent on completion of an EA, which occurred in 2016. Year 3 implementation was completed fall 2018. <b>Completed</b>	4,334  \$207,872.03 spent \$92,127.97 was returned to the PAPO Mitigation Fund in 2020
<b>2013</b>	<b>Sage-grouse Fence Marking for Collision Reduction</b>	This PAPO project is on-site mitigation consisting of marking high-priority fences within the PAPA that should reduce sage- grouse mortality	<b>\$6,643</b>	Funded for \$6,330. Fence marking began on Nov. 13, 2013 with eleven miles of fence marked within the PAPA. <b>Completed</b>	

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2013	Hoback Mitigation and Protection Project	This PAPO project compliments a state-wide effort to raise more than 8 million dollars to purchase oil/gas leases to protect wildlife habitat northwest of Pinedale.	\$200,000	Funded for \$200,000. All the money was raised to purchase the leases. <b>Completed</b>	
2012	Mesa Wildlife Friendly Fence Project Phase 1	This PAPO on-site project consists of retrofitting 100-miles of existing fence in mule deer crucial winter range on the Mesa to wildlife friendly specifications. This project is referred to as Phase 1 with a Phase 2 component to be requested at a later date.	\$500,000	Funded for \$500,000. Phase I of the project has been completed with 33 miles of fence conversion. <b>Completed</b>	
2012	Mesa Fertilization Data Collection	This PAPO on-site project quantitatively monitors 2010 and 2011 fertilization projects to monitor the vegetative response of the fertilization.	\$79,720	Funded for \$100,000. The project's final report was prepared Spring 2015. <b>Completed</b>	
2012	Mesa Habitat Improvement Project	Installation of a water supply well to redistribute livestock away from reclaimed lands in the Anticline core development area.	\$51,500	<b>Completed</b>	
2011	Mesa Mule Deer Winter Habitat Improvement Project	This PAPO on-site project entailed fertilizing 1000 acres of rangeland on the flanks of the Anticline and within mule deer crucial winter range with the premise that improved winter forage may result for wintering mule deer.	\$215,700	Funded for \$215,700. The Mesa Fertilization Data collection project provides the resources to collect the monitoring data for this fertilization project. <b>Completed</b>	1000
2011-2012	Pinedale Anticline Reclamation Seed Trial	A trial seed mix for wildlife habitat benefit was developed and twenty acres of pipeline ROW seeded with the mix.	\$5,243	<b>Completed</b>	20

## PAPO Mitigation Project Summary 2009 – 2024

YEAR	PROJECT NAME	DESCRIPTION	PAPO COST	STATUS	ACRES
2011	<b>Sommers/ Grindstone Conservation Easement Project</b>	This combination JIO/PAPO off-site project consists of three distinct conservation easement projects: 1) the Sommers/Todd Place project, 2) the Scott Place project, and 3) the Duke Place project. The three projects combined encompass approximately 19,000 deeded acres located at two critical locations along the Green River and at an important corridor and buffer area between the Bridger-Teton National Forest and the Green River. This project also includes conservation practices to maintain/enhance valuable wildlife habitat, preserve a significant historical site, and allow public fishing access.	<b>\$6,000,000</b>	Funded for \$6,000,000 from PAPO and \$5,000,000 from JIO; conservation easement process has been <b>Completed.</b>	19,000
2010	<b>Wind River Front Wildlife Friendly Fence</b>	Fence modification along the Wind River front within the Red Desert to Hoback mule deer migration corridor.	<b>\$250,000</b>	<b>Completed</b>	Over 200 miles of fence
2010	<b>Mesa Mule Deer Winter Habitat Improvement Project</b>	The PAPO and the WGFD implemented a rangeland fertilization project on 468 acres on the Pinedale Anticline to potentially off-set natural gas development impacts on wintering mule deer. Sagebrush leaders and herbaceous production will be closely monitored on an annual basis during the next several years to determine the success of the treatment. Future projects or phases are being considered and identified pending the findings of the monitoring results.	<b>\$46,000</b>	Funded for \$46,000. This project was the initial project prior to the 1,000 acres that was funded in 2011 and also relates to the 2012 funded project that will quantitatively determine the degree of success of the fertilization treatments. <b>Completed</b>	468

# PAPO Mitigation Project Summary 2009 – 2024

## Wildlife Monitoring

Year	Project Name	DESCRIPTION	STATUS	ACRES
	<b>Greater Sage-Grouse Sound Levels</b>	<p>The purpose of the PAPO project report is to:</p> <ul style="list-style-type: none"> <li>• Determine background ambient sound levels (<math>L_{90}</math>) at reference leks (outside the gas field)</li> <li>• Determine sound levels (<math>L_{50}</math>) at treatment leks (in the gas field)</li> <li>• Determine sound levels (<math>L_{50}</math>) of common gas field activities near treatment leks.</li> </ul> <p>Acoustic data are collected at 39 different locations in the PAPA: 3 reference leks, 19 treatment leks, and 17 gas field sound sources. The reference leks are in the Speedway and Ryegrass complexes, and the treatment leks are in the Mesa, Duke's Triangle, and Yellowpoint complexes.</p>	All annual reports are available on the PAPO website.	
	<b>Mule Deer Monitoring</b>	Quantitatively monitor and report mule deer population parameters and habitat use within the Pinedale Anticline Project Area (PAPA) and compared to reference area populations and habitat use.	There is annual data collection that is posted.	
	<b>Pronghorn Monitoring</b>	Quantitatively monitor and report mule deer population parameters and habitat use within the Pinedale Anticline Project Area (PAPA) and compare to reference area populations and habitat use.	There is annual data collection that is posted.	
	<b>Pygmy Rabbit Monitoring</b>	Quantitatively monitor and report occurrence and numbers of pygmy rabbits and identify distribution and numbers changes within the PAPA and compare to reference area populations and habitat use.	There is annual data collection that is posted.	
	<b>Raptor Monitoring</b>	Determine the location and activity Determine the location and status of approximately 650 raptor nests/territories and conduct nest searches for new nests within the PAPA and 1.0-mile buffer of the PAPA. Surveys of the New Fork and Green River Corridors	There is annual monitoring by the operators.	

## PAPO Mitigation Project Summary 2009 – 2024

Year	Project Name	DESCRIPTION	STATUS	ACRES
		(within the PAPA boundary and a 1.0-mile buffer) will be conducted to determine the occurrence/potential occurrence of winter bald eagle roosts.		
	<b>Greater Sage-Grouse Monitoring</b>	Quantitatively monitor and report Greater Sage-Grouse population parameters and habitat use within the PAPA and compare to reference area populations and habitat use.	There is annual data collection that is posted.	
	<b>Snow Depth &amp; Traffic Monitoring</b>	Quantitatively monitor and report Snow Depth and Traffic Volumes within the PAPA and compare to reference area populations and habitat use.	There was annual data collection through 2012.	
	<b>White-tailed Prairie Dog Monitoring</b>	Quantitatively monitor and report occurrence and numbers of white-tailed prairie dogs and identify distribution and numbers changes within the PAPA and compare to reference area populations and habitat use.	There is annual data collection that is posted.	
	<b>Bald Eagle Key Habitat</b>	Project will conduct research to better understand key habitats for Bald Eagles to ensure future mitigation efforts target the most effective areas to protect the species.	There is annual data collection.	

Jonah Interagency Office (JIO) Checkbook Snapshot-May 2025	
<b>Checkbook Balance 4/30/25</b>	<b>\$30,311.40</b>
<i>Unpaid balances for all open projects to date (Includes Agency Salaries for 2023) as of April 2025</i>	<b>-\$28,106.27</b>
<b>Projected Dollars Available in Checkbook June 2025 for future years</b>	<b>\$2,205.13</b>

<i>Salary Information by Agency</i>	<i>Projected FY2022</i>	<i>Actual to date FY2022</i>	<i>Remaining 2022 Salary \$ by Agency</i>
DEQ (FY22) 100% (ends 6/30/22)	\$90,000.00	\$90,000.00	\$0.00
WDA (FY22) 50% (ends 6/30/22)	\$30,000.00	\$30,000.00	\$0.00
WG&F (FY22) 50% (ends 6/30/22)	\$37,500.00	\$37,500.00	\$0.00
BLM (FY22) 50% (ends 9/30/22)	\$37,500.00	\$37,500.00	\$0.00
<b>Subtotal</b>	<b>\$195,000.00</b>	<b>\$195,000.00</b>	<b>\$0.00</b>
Budget Administrator (CY22) 50% (ends 11/30/22)	\$9,000.00	\$8,602.84	\$397.16
<b>TOTALS</b>	<b>\$204,000.00</b>	<b>\$203,602.84</b>	<b>\$397.16</b>

<i>Salary Information by Agency</i>	<i>Projected FY2021</i>	<i>Actual to date FY2021</i>	<i>Remaining 2021 Salary \$ by Agency</i>
DEQ (FY21) 100%	\$90,000.00	\$90,000.00	\$0.00
WDA (FY21) 50%	\$30,000.00	\$30,000.00	\$0.00
WG&F (FY21) 50%	\$75,000.00	\$75,000.00	\$0.00
BLM (FY21) 50%	\$75,000.00	\$74,752.87	\$247.13
<b>Subtotal</b>	<b>\$270,000.00</b>	<b>\$269,752.87</b>	<b>\$247.13</b>
Budget Administrator (CY21) 50%	\$9,000.00	\$9,247.13	-\$247.13
<b>TOTALS</b>	<b>\$279,000.00</b>	<b>\$279,000.00</b>	<b>\$0.00</b>

<b>Checkbook balance</b>	<b>\$30,311.40</b>			
<b>Less Total Open Board Approved Commitments (Projects) UNPAID</b>	<b>-\$28,106.27</b>			
<b>Projected Available Dollars for Future Years</b>	<b>\$2,205.13</b>			
<b>Project Name</b>	<b>Committed-Board Approved</b>	<b>Final Cost to date</b>	<b>Exp/Payments to Date</b>	<b>Unpaid Balance</b>
<b>Wildlife Projects</b>				
Fence Modification for Sage Grouse Mortality <i>(funded May 2018)</i>	\$50,000.00	\$49,961.23	-\$49,961.23	\$0.00
New Fork Gas Wells Habitat Restoration Phase II <i>(funded April 2021)</i>	\$25,000.00	\$25,000.00	-\$10,282.50	\$14,717.50
New Fork River: Area 351 Restoration <i>(funded by JIO/PAPO Team Oct 2021)</i>	\$75,000.00	\$75,000.00	-\$61,611.23	\$13,388.77
<b>Salary &amp; Administrative Costs by Calendar Year</b>				
2022 - Salaries/Admin for DEQ, WG&F, WDA & BLM <i>(funded by Board April 2021)</i>	\$195,000.00	\$108,264.17	-\$108,264.17	\$0.00
2023- Salaries/Admin for BLM (paid from remaining 7122 funds)	\$35,825.33	\$35,825.33	-\$35,825.33	\$0.00
<b>JIO Totals</b>	<b>\$345,000.00</b>	<b>\$294,050.73</b>	<b>-\$265,944.46</b>	<b>\$28,106.27</b>



**Pinedale Anticline Project Office (PAPO) Checkbook Snapshot June 2025**

**Checkbook Balance 03/31/2025**

**\$2,594,611.12**

*Unpaid balances for all open projects (includes all Agency salaries through 2025 and any approved Wildlife Monitoring and new projects to date)*

***-\$2,074,485.66***

Spud Fees for 2025 received but not yet on WCF Financials

**\$0.00**

**Projected Dollars Available in Checkbook July 1st 2025  
for future years**

**\$520,125.46**

<b>Salary Information by Agency - Approved for 2025 \$472,500.00</b>			
	<b>Projected FY2025</b>	<b>Actual to date FY2025</b>	<b>Remaining 2025 Salary \$ by Agency</b>
DEQ 100%	\$135,000.00	\$88,547.58	\$46,452.42
WDA 100%	\$112,500.00	\$48,163.26	\$64,336.74
BLM 100%	\$112,500.00	\$50,000.00	\$62,500.00
WG&F 100%	\$112,500.00	\$0.00	\$112,500.00
<b>TOTALS</b>	<b>\$472,500.00</b>	<b>\$186,710.84</b>	<b>\$285,789.16</b>
<b>Salary Information by Agency - Approved for 2024 \$315,000</b>			
	<b>Projected FY2024</b>	<b>Actual to date FY2024</b>	<b>Remaining 2024 Salary \$ by Agency</b>
DEQ 100%	\$90,000.00	\$49,685.23	\$0.00
WDA 100%	\$75,000.00	\$75,000.00	\$0.00
BLM 100%	\$75,000.00	\$75,000.00	\$0.00
WG&F 100%	\$75,000.00	\$59,505.00	\$15,495.00
<b>TOTALS</b>	<b>\$315,000.00</b>	<b>\$259,190.23</b>	<b>\$15,495.00</b>

<b>Checkbook balance</b>	<b>\$2,594,611.12</b>
<b>Less Unpaid balance for Open Board Approved Commitments(Obligated/Approved Projects)</b>	<b>-\$2,074,485.66</b>
<b>Spud Fees for 2025 received but not yet on WCF Financials</b>	<b>\$0.00</b>
<b>Projected Available Dollars for Future Years</b>	<b>\$520,125.46</b>

Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Paymen ts to Date	Unpaid Balance
<b>Wildlife Mitigation Projects</b>				
Pape-Miller Mule Deer Habitat <i>(approved May 2018)</i>	\$100,000.00	<b>\$100,000.00</b>	<b>-\$64,330.95</b>	\$35,669.05
Beaver Creek Ranch Wildlife Friendly Fencing <i>(approved May 2023)</i>	\$70,000.00	<b>\$70,000.00</b>	<b>\$0.00</b>	\$70,000.00
Dogwood Ranch <i>(approved May 2023) Closed</i>	\$22,050.00	<b>\$22,050.00</b>	<b>-\$22,050.00</b>	\$0.00
Great Conservation Idea (Assistance Grant program/Sage Grouse only) <i>(approved May 2016) Closed</i>	\$20,000.00	<b>\$3,939.83</b>	<b>-\$3,939.83</b>	\$0.00
Green River Huston to Sommers Habitat Restoration <i>(approved May 2023)</i>	\$40,000.00	<b>\$40,000.00</b>	<b>-\$19,833.80</b>	\$20,166.20
Mesa Mule Deer Shrub Planting <i>(approved May 2018) Closed</i>	\$58,000.00	<b>\$49,160.61</b>	<b>-\$49,160.61</b>	\$0.00
Monument Ridge Vegetation Management <i>(2022)</i>	\$350,000.00	<b>\$350,000.00</b>	<b>-\$275,000.00</b>	\$75,000.00
Mule Deer Aspen & Riparian Enhancement <i>(2022)</i>	\$40,000.00	<b>\$40,000.00</b>	<b>-\$23,570.80</b>	\$16,429.20
North Pinedale Wildlife Habitat Plan <i>(funded April 2021)</i>	\$200,000.00	<b>\$200,000.00</b>	<b>-\$15,000.00</b>	\$185,000.00
Sage Grouse Flushing Bars for Hayland Producers <i>(approved May 2015)</i>	\$15,000.00	<b>\$15,000.00</b>	<b>-\$9,759.34</b>	\$5,240.66
Sage Grouse Miscellaneous Mitigation Projects (on-site projects only) <i>\$50K add-on approved May 2015</i>	\$150,000.00	<b>\$105,800.00</b>	<b>-\$69,180.35</b>	\$36,619.65
1. South Mesa Wildlife Guzzlers <i>(March 2025)</i>	\$14,200.00	<b>\$14,200.00</b>	<b>\$0.00</b>	\$14,200.00
2. Mt. Airy Pipeline Ring Tank #2 and Mesa Reservoir #1 (Wells) <i>(March 2025)</i>	\$22,000.00	<b>\$22,000.00</b>	<b>-\$22,000.00</b>	\$0.00
3. Desert Reservoir #3 (Well) <i>(March 2025)</i>	\$8,000.00	<b>\$8,000.00</b>	<b>-\$8,000.00</b>	\$0.00
Sublette County Invasive Species Management <i>(funded April 2021)</i>	\$500,000.00	<b>\$500,000.00</b>	<b>-\$128,666.96</b>	\$371,333.04
Trappers Point Game Fence Extension <i>(2022)</i>	\$40,000.00	<b>\$40,000.00</b>	<b>\$0.00</b>	\$40,000.00
Willow Lake Elk Fence Reroute (May 2024)	\$40,000.00	<b>\$40,000.00</b>	<b>\$0.00</b>	\$40,000.00
Ball Place Conservation Easement (May 2024)	\$80,000.00	<b>\$80,000.00</b>	<b>\$0.00</b>	\$80,000.00
Lower New Fork Restoration (May 2024)	\$25,000.00	<b>\$25,000.00</b>	<b>\$0.00</b>	\$25,000.00
<b>Wildlife MitigationTotal</b>	<b>\$1,794,250.00</b>	<b>\$1,725,150.44</b>	<b>(\$710,492.64)</b>	<b>\$1,014,657.80</b>
<b>State FY23 Wildlife Monitoring Projects -\$80,000</b>				
Noise Monitoring	\$80,000.00	<b>\$80,000.00</b>	<b>-\$80,000.00</b>	\$0.00
<b>State FY24 Wildlife Monitoring Projects - \$701,000.00 (approved to date Nov 2023)</b>				
Noise Monitoring	\$46,996.00	<b>\$46,996.00</b>	<b>-\$46,822.00</b>	\$174.00
Mule Deer Monitoring	\$325,000.00	<b>\$316,329.50</b>	<b>(90,250.51)</b>	\$226,078.99
Pronghorn Monitoring	\$325,000.00	<b>\$313,229.66</b>	<b>(23,258.95)</b>	\$289,970.71
<b>Wildlife Monitoring Total</b>	<b>\$776,996.00</b>	<b>\$756,555.16</b>	<b>(\$240,331.46)</b>	<b>\$516,223.70</b>
<b>Air Quality Projects</b>				
Ozone Mitigation Projects <i>(approved May 2017)</i>	\$250,000.00	<b>\$250,000.00</b>	<b>\$0.00</b>	\$250,000.00
<b>Air Quality Total</b>	<b>\$250,000.00</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>
<b>All Salaries/Admin by Agency Fiscal Year beginning 2011</b>				
PADMS Operational Systems 2020	\$25,800.00	<b>\$25,800.00</b>	<b>-\$17,985.00</b>	\$7,815.00
2024- Salaries/Admin for DEQ, WG&F, WDA & BLM. Board approved Nov 2023	\$315,000.00	<b>\$259,190.23</b>	<b>-\$259,190.23</b>	\$0.00
2025- Salaries/Admin for DEQ, WG&F, WDA & BLM. Board approved Nov 2023	\$472,500.00	<b>\$472,500.00</b>	<b>-\$186,710.84</b>	\$285,789.16
<b>Admin Totals</b>	<b>\$813,300.00</b>	<b>\$757,490.23</b>	<b>(\$463,886.07)</b>	<b>\$293,604.16</b>
<b>PAPO Totals</b>	<b>\$3,634,546.00</b>	<b>\$3,489,195.83</b>	<b>(\$1,414,710.17)</b>	<b>\$2,074,485.66</b>

*Continuing pages are more detailed and  
historical PAPO budget information*

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## PAPO Budget RECAP -June 2025

Total Deposits to date (includes investment income/gains and losses)	<b>\$27,396,184.23</b>
Other income (includes interest income/gains and losses)	\$622,939.58
<b>TOTAL INCOME TO DATE</b>	<b>\$28,019,123.81</b>

### TOTAL COMMITMENTS THROUGH May 2025 -\$29,582,632.18

<b>WILDLIFE</b>	<b>\$11,404,998.17</b>
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includes all Wildlife funded projects thru 2025

<b>WILDLIFE MONITORING</b>	<b>\$8,391,482.23</b>
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includes all funded Wildlife Monitoring thru 2025

<b>AIR QUALITY</b>	<b>\$616,220.00</b>
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includes all Air Quality projects thru 2025

<b>AIR QUALITY MONITORING</b>	<b>\$543,001.00</b>
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includes all Air Quality projects funded through 2025

<b>SALARIES/ADMIN</b>	<b>\$5,534,407.16</b>
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Includes All salaries for DEQ, WDA, WG&F and BLM projected through December 2025

<b>OTHER ADMINISTRATIVE COMMITMENTS</b>	<b>\$1,787,225.00</b>
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Includes Budget Administrator Position through 2025 and PADMS commitments through 2022

### Savings from Completed Projects \$950,330.81

Wildlife Mitigation	\$134,644.21
Wildlife Monitoring through 2010	\$51,655.08
Wildlife Monitoring beyond 2010 to date (included savings & overages)	\$648,971.11
Air Quality	\$0.00
Other Admin savings (includes Budget Administrator)	\$115,060.41
Reconciling Item May 1 st 2025	

### Agency Salary/Admin Savings 2011 through 2025 \$1,248,939.23

Less Project Cost Overruns for completed projects to date (excluding Wildlife Monitoring) (20% of committed amount is allowed)	<b>-\$115,636.21</b>
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*Less 20% allowance for all projects that are currently not completed (see breakdown on separate spreadsheet)*

Spud Fees for 2025 received but not yet on WCF Financials	
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### Current Projected Balance Available May 2025 \$520,125.46

Total Income to date (includes investment income/gains and losses)	\$28,019,123.81
Less Total Board Approved Commitments	-\$29,582,632.18
Dollars Available before adjustments	-\$1,563,508.37
Less Actual Project Overruns to date (within 20% of committed cost overrun allowed)	-\$115,636.21
Salary/Admin Savings to date (added back in)	\$1,363,999.64
Project Savings to date (added back in)	\$835,270.40
Spud Fees for 2025 received but not yet on WCF Financials	
Projected Available Dollars for Future Years	\$520,125.46

Wyoming Wildlife - The Foundation Statement as of 04/31/2025	
\$27,396,184.23	TOTAL DEPOSITS TO DATE
\$2,134,715.22	First Interstate Bank activity (interest/gains to
-\$1,511,775.64	First Interstate Bank activity (losses/fees to date)
\$28,019,123.81	TOTAL INCOME to date
-\$25,424,512.69	Disbursements made to date (includes
\$2,594,611.12	Checkbook balance

\$ 2,594,611.12 \$0.00  
\$ 520,125.46 \$0.00

Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Payments to Date	Unpaid Balance	Project Completed	Project Final Cost over committed \$	Project Savings
<b>Wildlife Mitigation Projects</b>							
Bald Eagle Key Habitats (Beringia South)	\$60,000.00	\$60,000.00	-\$60,000.00	\$0.00	x		\$0.00
Beaver Creek Ranch Wildlife Friendly Fencing (approved May 2023)	\$70,000.00	\$70,000.00	\$0.00	\$70,000.00			\$0.00
Dogwood Ranch (approved May 2023)	\$22,050.00	\$22,050.00	-\$22,050.00	\$0.00	x		\$0.00
Great Conservation Idea (Assistance Grant program/Sage Grouse only) appro	\$20,000.00	\$3,939.83	-\$3,939.83	\$0.00	x		\$16,060.17
Green River Huston to Sommers Habitat Restoration (approved May 2023)	\$40,000.00	\$40,000.00	-\$19,833.80	\$20,166.20			\$0.00
Habitat Assessment	\$3,375.00	\$3,375.00	-\$3,375.00	\$0.00	x		\$0.00
Hoback Mitigation & Protection Project	\$200,000.00	\$200,000.00	-\$200,000.00	\$0.00	x		\$0.00
Hoback Ranches Wildlife Friendly Fence (approved May 2018)	\$128,000.00	\$128,590.00	-\$128,590.00	\$0.00	x	-\$590.00	\$0.00
Hoback Rim Wildlife Friendly Fence (approved May 2017)	\$178,800.00	\$118,952.34	-\$118,952.34	\$0.00	x		\$59,847.66
Hoback Rim Wildlife Friendly Fence Phase II (approved Jan 2020)	\$59,847.66	\$61,554.26	-\$61,554.26	\$0.00	x	-\$1,706.60	\$0.00
Horse Creek Wyoming Range Weed Treatments (approved May 2016)	\$25,000.00	\$24,928.71	-\$24,928.71	\$0.00	x		\$71.29
Jackson Fork Ranch -Bison Fence Modifications (approved May 2019)	\$25,000.00	\$20,433.75	-\$20,433.75	\$0.00	x		\$4,566.25
Mesa Fertilization 2010	\$46,000.00	\$33,646.00	-\$33,646.00	\$0.00	x		\$12,354.00
Mesa Fertilization 2011 (Project approved for \$215,700/project savings of \$161,158 were returned to General Fund per Board decision May 2015)	\$54,542.00	\$54,542.00	-\$54,542.00	\$0.00	x		\$0.00
Mesa Fertilization Data Collection	\$100,000.00	\$79,720.00	-\$79,720.00	\$0.00	x		\$20,280.00
Mesa Habitat Improvement Project (water well) Deposit from Upper Green River Cattle Assn \$20,000 11/2013 **	\$71,500.00	\$84,135.98	-\$84,135.98	\$0.00	x	-\$12,635.98	\$0.00
Mesa Mule Deer Shrub Planting (approved May 2018)	\$58,000.00	\$49,160.61	-\$49,160.61	\$0.00	x		\$8,839.39
Mesa Wildlife Friendly Fence Modification Phase 1 **	\$500,000.00	\$500,000.30	-\$500,000.30	\$0.00	x	-\$0.30	\$0.00
Mesa Wildlife Friendly Fence Modification Phase 2	\$175,000.00	\$175,000.00	-\$175,000.00	\$0.00	x		\$0.00
Monument Ridge Project (approved December 2017) Funded from Wildlife Savings (\$36,018.35 and Wildlife Monitoring thru 2010 Savings (\$11,981.65)	\$50,000.00	\$45,327.61	-\$45,327.61	\$0.00	x		\$4,672.39
Monument Ridge Vegetation Management (Approved 2022)	\$350,000.00	\$350,000.00	-\$275,000.00	\$75,000.00			\$0.00
Mountain King Ranch Wildlife Friendly Fence (approved May 2020)	\$42,600.00	\$42,600.00	-\$42,600.00	\$0.00	x		\$0.00
Mule Deer Aspen & Riparian Enhancement (Approved 2022)	\$40,000.00	\$40,000.00	-\$23,570.80	\$16,429.20			\$0.00
North Mesa Reservoir (approved May 2014)	\$47,500.00	\$47,500.00	-\$47,500.00	\$0.00	x		\$0.00
North Pinedale Wildlife Habitat Plan (funded April 2021)	\$200,000.00	\$200,000.00	-\$15,000.00	\$185,000.00			\$0.00
Pape-Miller Mule Deer Habitat (approved May 2018)	\$100,000.00	\$100,000.00	-\$64,330.95	\$35,669.05			\$0.00
Pinedale Anticline Reclamation Seed Trial (paid in FBMS)	\$5,243.51	\$5,243.51	-\$5,243.51	\$0.00	x		\$0.00
Pronghorn Collaring Study	\$144,650.00	\$144,650.00	-\$144,650.00	\$0.00	x		\$0.00
Red Desert to Hoback Mule Deer Migration Corridor (approved May 2016)	\$24,000.00	\$24,000.00	-\$24,000.00	\$0.00	x		\$0.00
Rolling Thunder Ranch Aspen Treatments	\$60,000.00	\$60,000.00	-\$60,000.00	\$0.00	x		\$0.00
Roosevelt Fire Vegetation Restoration & Rehabilitation (funded December 2018)	\$200,000.00	\$200,000.00	-\$200,000.00	\$0.00	x		\$0.00
Sage Grouse Flushing Bars for Hayland Producers (approved May 2015)	\$15,000.00	\$15,000.00	-\$9,759.34	\$5,240.66			\$0.00
Sagebrush Mower (approved May 2015 -will be owned & maintained by WG&F & will be used for habitat improvement projects for mule deer and sage grouse)	\$10,000.00	\$9,187.92	-\$9,187.92	\$0.00	x		\$812.08
Sage Grouse Fence Marking for Collision Reduction **	\$6,330.00	\$6,643.53	-\$6,643.53	\$0.00	x	-\$313.53	\$0.00
Sage Grouse Miscellaneous Mitigation Projects (on-site projects only) \$50K add-on approved May 2015	\$105,800.00	\$105,800.00	-\$69,180.35	\$36,619.65			\$0.00
1. South Mesa Wildlife Guzzlers	\$14,200.00	\$14,200.00	\$0.00	\$14,200.00			\$0.00
2. Mt. Airy Pipeline Ring Tank #2 and Mesa Reservoir #1 (Wells)	\$22,000.00	\$22,000.00	-\$22,000.00	\$0.00			\$0.00
3. Desert Reservoir #3 (Well)	\$8,000.00	\$8,000.00	-\$8,000.00	\$0.00			\$0.00
Soaphole Perennial Pepperweed Project (approved May 2018)	\$20,000.00	\$20,000.00	-\$20,000.00	\$0.00	x		\$0.00

Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Payments to Date	Unpaid Balance	Project Completed	Project Final Cost over committed \$	Project Savings
Sommers/Grindstone Conservation Project	\$6,000,000.00	\$6,000,000.00	-\$6,000,000.00	\$0.00	x		\$0.00
Sublette County Invasive Species <i>(funded May 2019)</i>	\$120,000.00	\$120,000.00	-\$120,000.00	\$0.00	x		\$0.00
Sublette County Invasive Species Management <i>(funded April 2021)</i>	\$500,000.00	\$500,000.00	-\$128,666.96	\$371,333.04			\$0.00
Sublette Fence Project - Koch Ranch <i>(funded April 2021)</i>	\$70,000.00	\$70,000.00	-\$70,000.00	\$0.00	x		\$0.00
Sublette Mule Deer EA & Cultural Work 2013-2016 (Labor \$3850.02 FBMS)	\$130,000.00	\$127,499.02	-\$127,499.02	\$0.00	x		\$2,500.98
Sublette Mule Deer Habitat Treatments <i>(approved May 2017)</i>	\$20,560.00	\$17,920.00	-\$17,920.00	\$0.00	x		\$2,640.00
Sublette Mule Deer Mitigation Projects- BLM 7122 Account number LLWYD01000.L71220000.MR0000.LVTFKX799010. \$164,000.00 (BLM FBMS LABOR/OPS revised Costs to date from this 7122 account = \$71,872.03 <i>WCF refunded available \$ in 7122 account on 3/19/2020 \$92,127.97.</i>	\$300,000.00	\$329,800.77	-\$329,800.77	\$0.00	x	-\$29,800.77	\$0.00
Trappers Point Game Fence Extension (2022)	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00			\$0.00
Webb Draw Sagebrush Treatment <i>(approved May 2015) Project completed by other means. \$2K returned to Wildlife Savings</i>	\$2,000.00	\$0.00	\$0.00	\$0.00	x		\$2,000.00
Weed Inventory & Treatment <i>(approved May 2015)</i>	\$25,000.00	\$25,000.00	-\$25,000.00	\$0.00	x		\$0.00
Wind River Front Wildlife Friendly Fence	\$250,000.00	\$250,000.00	-\$250,000.00	\$0.00	x		\$0.00
Monument Ridge Project <i>(approved December 2017) Funded from Wildlife Savings (\$38,018.35 and Wildlife Monitoring thru 2010 Savings (\$11,981.65) this line is for information only</i>							\$0.00
Mesic Meadow Restoration (May 2024)	\$500,000.00	\$500,000.00	-\$500,000.00	\$0.00			\$0.00
Willow Lake Elk Fence Reroute (May 2024)	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00			\$0.00
Ball Place Conservation Easement (May 2024)	\$80,000.00	\$80,000.00	\$0.00	\$80,000.00			\$0.00
Lower New Fork Restoration (May 2024)	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00			\$0.00
<b>Wildlife MitigationTotal</b>	<b>\$11,404,998.17</b>	<b>\$11,315,401.14</b>	<b>(\$10,300,743.34)</b>	<b>\$1,014,657.80</b>	<b>\$0.00</b>	<b>(\$45,047.18)</b>	<b>\$134,644.21</b>
				<b>TOTAL Wildlife Mitigation Savings</b>			<b>\$134,644.21</b>
<b>Wildlife Monitoring Projects prior to 2011</b>							
Monitoring Cameras	\$8,044.35	\$8,044.35	-\$8,044.35	\$0.00	x		\$0.00
Mule Deer Monitoring Data Analysis	\$35,500.00	\$35,500.00	-\$35,500.00	\$0.00	x		\$0.00
Mule Deer Monitoring 2009/2010	\$205,550.00	\$189,795.77	-\$189,795.77	\$0.00	x		\$15,754.23
Noise Monitoring 2010	\$17,924.98	\$17,924.98	-\$17,924.98	\$0.00	x		\$0.00
Pronghorn Monitoring 2010	\$217,604.95	\$203,232.67	-\$203,232.67	\$0.00	x		\$14,372.28
Pygmy Rabbit Monitoring (Nov 09-Feb 10) UW-WINDD	\$80,000.00	\$80,000.00	-\$80,000.00	\$0.00	x		\$0.00
Raptor Monitoring 2010	\$48,858.90	\$48,858.90	-\$48,858.90	\$0.00	x		\$0.00
Sage-Grouse Monitoring Equipment	\$26,305.00	\$26,305.00	-\$26,305.00	\$0.00	x		\$0.00
Sage-Grouse Monitoring (Mar 09-Jan 10)	\$209,583.00	\$205,468.36	-\$205,468.36	\$0.00	x		\$4,114.64
Sage-Grouse Winter & Lek Search Flights	\$33,000.00	\$23,718.16	-\$23,718.16	\$0.00	x		\$9,281.84
Snow Depth & Traffic Monitoring (Nov 09-May 10)	\$42,826.40	\$42,789.40	-\$42,789.40	\$0.00	x		\$37.00
Spot Image/Satellite Imagery for Wildlife Monitoring (09-10)	\$4,745.00	\$4,745.00	-\$4,745.00	\$0.00	x		\$0.00
Third Party Review of PAPA Wildlife Monitoring Projects	\$8,400.00	\$7,500.00	-\$7,500.00	\$0.00	x		\$900.00
White-tailed Prairie Dog Monitoring (May 09-Dec 09)	\$95,361.50	\$88,166.41	-\$88,166.41	\$0.00	x		\$7,195.09
Monument Ridge Project <i>(approved December 2017) Funded from Wildlife Savings (\$38,018.35 and Wildlife Monitoring thru 2010 Savings (\$11,981.65) this line is for information only</i>							\$0.00
<b>Wildlife Monitoring Projects prior to 2011</b>	<b>\$1,033,704.08</b>	<b>\$982,049.00</b>	<b>-\$982,049.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$51,655.08</b>
				<b>Wildlife Monitoring Savings (prior to 2011)</b>			<b>\$51,655.08</b>
Mule Deer and Pronghorn Web-based Mapping Tool <i>(funded April 2021)</i>	\$18,000.00	\$18,000.00	(18,000.00)	\$0.00	x		
				<b>Wildlife Monitoring Savings (prior to 2011) remaining</b>			<b>\$51,655.08</b>
<b>Revised Wildlife Monitoring Total prior to 2011</b>	<b>\$1,051,704.08</b>	<b>\$1,000,049.00</b>	<b>(\$1,000,049.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Payments to Date	Unpaid Balance	Project Completed	Project Final Cost over committed \$	Project Savings
Board approval to fund Wildlife Monitoring by State Fiscal Year/by total needed for all Species beginning 2011							
<b>State FY11 Wildlife Monitoring Projects - \$683,199.00 (Actual committed \$693,631.00)</b>							
Mule Deer Monitoring	\$98,600.00	\$98,600.00	-\$98,600.00	\$0.00	x		\$0.00
Noise Monitoring	\$10,432.00	\$10,432.00	-\$10,432.00	\$0.00	x		\$0.00
Pronghorn Monitoring	\$163,500.00	\$163,500.00	-\$163,500.00	\$0.00	x		\$0.00
Pygmy Rabbit Monitoring	\$167,554.00	\$167,554.00	-\$167,554.00	\$0.00	x		\$0.00
Raptor Monitoring (BLM contribution \$80,000 - TOTAL PROJECT pd in FBMS. \$22,156 from 7122 PAPO operating fund)	\$22,156.00	\$22,156.00	-\$22,156.00	\$0.00	x		\$0.00
Sage Grouse Nesting	\$100,860.00	\$100,860.00	-\$100,860.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights	\$35,000.00	\$34,522.75	-\$34,522.75	\$0.00	x		\$477.25
Spot Image/Satellite Imagery for Wildlife Monitoring	\$4,475.00	\$4,475.00	-\$4,475.00	\$0.00	x		\$0.00
Snow Depth & Traffic Monitoring	\$26,050.00	\$26,050.00	-\$26,050.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$65,004.00	\$65,004.00	-\$65,004.00	\$0.00	x		\$0.00
<b>State FY12 Wildlife Monitoring Projects - \$846,130.50 (Actual Committed \$846,130.50)</b>							
Mule Deer Monitoring	\$155,110.00	\$155,110.00	-\$155,110.00	\$0.00	x		\$0.00
Pronghorn Monitoring	\$165,700.00	\$165,700.00	-\$165,700.00	\$0.00	x		\$0.00
Pygmy Rabbit Monitoring	\$256,499.00	\$256,499.00	-\$256,499.00	\$0.00	x		\$0.00
Raptor Monitoring	\$126,066.00	\$126,066.00	-\$126,066.00	\$0.00	x		\$0.00
Spot Image/Satellite Imagery for Wildlife Monitoring	\$5,625.00	\$5,625.00	-\$5,625.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights	\$36,732.50	\$30,584.59	-\$30,584.59	\$0.00	x		\$6,147.91
Snow Depth & Traffic Monitoring	\$35,135.00	\$35,047.50	-\$35,047.50	\$0.00	x		\$87.50
White-tailed Prairie Dog Monitoring	\$65,263.00	\$65,263.00	-\$65,263.00	\$0.00	x		\$0.00
<b>State FY13 Wildlife Monitoring Projects - \$827,162.00 (Actual committed \$791,962.00)</b>							
Mule Deer Monitoring	\$160,000.00	\$160,000.00	-\$160,000.00	\$0.00	x		\$0.00
Pygmy Rabbit Monitoring	\$256,499.00	\$256,499.00	-\$256,499.00	\$0.00	x		\$0.00
Raptor Monitoring	\$100,000.00	\$94,606.70	-\$94,606.70	\$0.00	x		\$5,393.30
Revised Noise Report from Sandhill Company	\$4,800.00	\$4,800.00	-\$4,800.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights	\$35,000.00	\$35,000.00	-\$35,000.00	\$0.00	x		\$0.00
Snow Depth & Traffic Monitoring - cancelled (was committed @ \$40,000)	\$0.00	\$0.00	\$0.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$65,663.00	\$65,663.00	-\$65,663.00	\$0.00	x		\$0.00
<b>State FY14 Wildlife Monitoring Projects - \$750,000.00 approved (Actual committed \$575,816.55)</b>							
Mule Deer Monitoring	\$98,300.00	\$98,300.00	-\$98,300.00	\$0.00	x		\$0.00
Pronghorn Monitoring	\$121,101.00	\$121,101.00	-\$121,101.00	\$0.00	x		\$0.00
Pygmy Rabbit Monitoring	\$197,420.00	\$197,420.00	-\$197,420.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights	\$35,000.00	\$11,512.96	-\$11,512.96	\$0.00	x		\$23,487.04
Spot Image/Satellite Imagery for Wildlife Monitoring	\$5,700.00	\$5,700.00	-\$5,700.00	\$0.00	x		\$0.00
Noise Monitoring	\$55,930.00	\$55,930.00	-\$55,930.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$62,365.55	\$62,365.55	-\$62,365.55	\$0.00	x		\$0.00
<b>State FY15 Wildlife Monitoring Projects - \$650,000.00 approved (Actual committed \$545,857.42)</b>							
Mule Deer Monitoring	\$90,700.00	\$65,128.82	-\$65,128.82	\$0.00	x		\$25,571.18
Pronghorn Monitoring	\$85,483.00	\$85,483.00	-\$85,483.00	\$0.00	x		\$0.00
Pygmy Rabbit Monitoring	\$197,420.00	\$197,420.00	-\$197,420.00	\$0.00	x		\$0.00
Pygmy Rabbit Power Analysis Project	\$8,270.00	\$8,270.00	-\$8,270.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights	\$35,000.00	\$0.00	\$0.00	\$0.00	x		\$35,000.00
Noise Monitoring	\$55,066.00	\$55,066.00	-\$55,066.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$64,405.55	\$64,405.55	-\$64,405.55	\$0.00	x		\$0.00
White-tailed Prairie Dog Power Analysis Project	\$8,905.55	\$9,512.85	-\$9,512.85	\$0.00	x	-\$607.30	\$0.00
<b>State FY16 Wildlife Monitoring Projects - \$490,000.00 (Actual committed \$591,200.00)</b>							
Mule Deer Monitoring (additional \$32,200 needed here- new total \$123K)	\$123,000.00	\$0.00	\$0.00	\$0.00	x		\$123,000.00
Pronghorn Monitoring (additional \$34K need here - new total \$121K)	\$121,000.00	\$44,743.23	-\$44,743.23	\$0.00	x		\$76,256.77
Pygmy Rabbit Monitoring	\$191,000.00	\$191,000.00	-\$191,000.00	\$0.00	x		\$0.00
Sage-Grouse Winter & Lek Search Flights (added after 2015/2016 was	\$35,000.00	\$0.00	\$0.00	\$0.00	x		\$35,000.00
Noise Monitoring	\$56,000.00	\$56,000.00	-\$56,000.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$65,000.00	\$65,000.00	-\$65,000.00	\$0.00	x		\$0.00
<b>State FY17 Wildlife Monitoring Projects - \$509,000</b>							
Mule Deer Monitoring	\$93,000.00	\$0.00	\$0.00	\$0.00	x		\$93,000.00
Pronghorn Monitoring	\$85,000.00	\$0.00	\$0.00	\$0.00	x		\$85,000.00
Pygmy Rabbit Monitoring	\$180,000.00	\$180,000.00	-\$180,000.00	\$0.00	x		\$0.00
Noise Monitoring	\$65,000.00	\$65,000.00	-\$65,000.00	\$0.00	x		\$0.00
White-tailed Prairie Dog Monitoring	\$86,000.00	\$86,000.00	-\$86,000.00	\$0.00	x		\$0.00
<b>State FY18 Wildlife Monitoring Projects - \$617,992 Board approved to use \$450K from Wildlife Monitoring Savings May 2017</b>							
Mule Deer/Pronghorn Monitoring	\$257,992.00	\$257,992.00	-\$257,992.00	\$0.00	x		\$0.00







Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Payments to Date	Unpaid Balance	Project Completed	Project Final Cost over committed \$	Project Savings
<b>Air Quality Projects</b>							\$0.00
ARRA/DERA	\$262,470.00	\$262,470.00	-\$262,470.00	\$0.00	x		\$0.00
Wood Stove Changeout 2010	\$103,750.00	\$103,750.00	-\$103,750.00	\$0.00	x		\$0.00
Ozone Mitigation Projects <i>(approved May 2017)</i>	\$250,000.00	\$250,000.00	\$0.00	\$250,000.00			\$0.00
<b>Air Quality Total</b>	<b>\$616,220.00</b>	<b>\$616,220.00</b>	<b>(\$366,220.00)</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
UW Spatial Air Quality Assessment-PASQUA (monitoring)	\$543,001.00	\$543,001.00	-\$543,001.00	\$0.00	x		\$0.00
<b>Air Quality Monitoring Total</b>	<b>\$543,001.00</b>	<b>\$543,001.00</b>	<b>-\$543,001.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
					<b>Air Quality</b>		<b>\$0.00</b>
<b>Administrative Costs by Calendar Year</b>							
USGS Data Management System 2010 & 2011 -Paid FBMS	\$125,000.00	\$125,000.00	-\$125,000.00	\$0.00	x		\$0.00
PADMS Operational Systems 2011- Paid FBMS (L12PG00040)	\$14,000.00	\$14,000.00	-\$14,000.00	\$0.00	x		\$0.00
PADMS Operational Systems 2012-2013 -Paid FBMS (L12PG00040)	\$46,375.00	\$46,375.00	-\$46,375.00	\$0.00	x		\$0.00
PADMS Operational Systems 2014 - Paid FBMS (L12PG00040)	\$25,800.00	\$25,800.00	-\$25,800.00	\$0.00	x		\$0.00
PADMS Operational Systems 2015 - L12PG00040	\$25,800.00	\$0.00	\$0.00	\$0.00	x		\$25,800.00
PADMS Operational Systems 2016 - L12PG00040	\$25,800.00	\$0.00	\$0.00	\$0.00	x		\$25,800.00
PADMS Operational Systems 2017 - L12PG00040 (needs New Agreement a	\$25,800.00	\$0.00	\$0.00	\$0.00	x		\$25,800.00
PADMS Operational Systems 2018	\$25,800.00	\$0.00	\$0.00	\$0.00	x		\$25,800.00
PADMS Operational Systems 2019	\$25,800.00	\$25,800.00	-\$25,800.00	\$0.00	x		\$0.00
PADMS Operational Systems 2020	\$25,800.00	\$25,800.00	-\$17,985.00	\$7,815.00			\$0.00
Additional cubicles for Staff 2010 - Paid FBMS	\$23,000.00	\$23,000.00	-\$23,000.00	\$0.00	x		\$0.00
DEQ Ambient Monitoring Network & Data Management (5 years) **	\$1,250,000.00	\$1,319,303.15	-\$1,319,303.15	\$0.00	x	-\$69,303.15	\$0.00
Budget Administrator Contract 2013	\$19,750.00	\$18,667.08	-\$18,667.08	\$0.00	x		\$1,082.92
Budget Administrator Contract 2014	\$18,500.00	\$16,788.63	-\$16,788.63	\$0.00	x		\$1,711.37
Budget Administrator Contract 2015	\$18,500.00	\$17,121.26	-\$17,121.26	\$0.00	x		\$1,378.74
Budget Administrator Contract 2016	\$18,500.00	\$17,141.50	-\$17,141.50	\$0.00	x		\$1,358.50
Budget Administrator Contract 2017	\$18,500.00	\$18,366.38	-\$18,366.38	\$0.00	x		\$133.62
Budget Administrator Contract 2018	\$18,500.00	\$19,029.65	-\$19,029.65	\$0.00	x	-\$529.65	\$0.00
Budget Administrator Contract 2019	\$9,000.00	\$9,148.93	-\$9,148.93	\$0.00	x	-\$148.93	\$0.00
Budget Administrator Contract 2020	\$9,000.00	\$8,843.88	-\$8,843.88	\$0.00	x		\$156.12
Budget Administrator Contract 2021	\$9,000.00	\$9,000.00	-\$9,000.00	\$0.00	x		\$0.00
Budget Administrator Contract 2022	\$9,000.00	\$8,345.53	-\$8,345.53	\$0.00	x		\$654.47
Paid to BLM for salaries/admin costs thru Dec 2010 - earmarked \$182,965	\$199,391.67	\$194,007.00	-\$194,007.00	\$0.00	x		\$5,384.67
Paid to WGF for salaries/admin costs thru Dec 2010- earmarked \$102,000	\$63,204.00	\$63,204.00	-\$63,204.00	\$0.00	x		\$0.00
Paid to DEQ for salaries/admin costs thru Dec 2010- earmarked \$265,100	\$27,404.68	\$27,404.68	-\$27,404.68	\$0.00	x		\$0.00
Paid to WDA for salaries/admin costs thru Dec 2010 - earmarked \$60,250	\$0.00	\$0.00	\$0.00	\$0.00	x		\$0.00
<b>All Salaries/Admin by Agency Fiscal Year beginning 2011</b>							\$0.00
2011 - Salaries/Admin for DEQ, WG&F, WDA & BLM	\$642,590.66	\$428,844.31	-\$428,844.31	\$0.00	x		\$213,746.35
2012 - Salaries/Admin for DEQ, WG&F, WDA & BLM	\$587,071.00	\$484,044.66	-\$484,044.66	\$0.00	x		\$103,026.34
2013 - Salaries/Admin for DEQ, WG&F, WDA & BLM	\$568,467.00	\$503,216.95	-\$503,216.95	\$0.00	x		\$65,250.05
2014 - Salaries/Admin for DEQ, WG&F, WDA & BLM	\$581,267.92	\$470,003.21	-\$470,003.21	\$0.00	x		\$111,264.71
2015 - Salaries/Admin for DEQ, WG&F, WDA & BLM (no reductions)	\$504,345.15	\$410,663.03	-\$410,663.03	\$0.00	x		\$93,682.12
2016 - Salaries/Admin for DEQ, WG&F, WDA & BLM (Salary phase out begins)	\$442,367.41	\$280,060.47	-\$280,060.47	\$0.00	x		\$162,306.94
2017 - Salaries/Admin for DEQ, WG&F, WDA & BLM.	\$397,852.53	\$215,015.79	-\$215,015.79	\$0.00	x		\$182,836.74
2018 - Salaries/Admin for DEQ, WG&F, WDA & BLM.	\$311,067.67	\$200,721.37	-\$200,721.37	\$0.00	x		\$110,346.30
2019 - Salaries/Admin for DEQ, WG&F, WDA & BLM.	\$272,378.55	\$172,630.24	-\$172,630.24	\$0.00	x		\$99,748.31
2020 - Salaries/Admin for DEQ, WG&F, WDA & BLM.	\$231,998.92	\$186,361.32	-\$186,361.32	\$0.00	x		\$45,637.60
2021- Salaries/Admin for DEQ, WG&F, WDA & BLM.	\$195,000.00	\$195,000.00	-\$195,000.00	\$0.00	x		\$0.00
2022- Salaries/Admin for DEQ, WG&F, WDA & BLM. (included 7122 \$ on hand to cover BLM salaries) <i>Board approved April 2021</i>	\$195,000.00	\$189,716.00	-\$189,716.00	\$0.00	x		\$5,284.00
2023- Salaries/Admin for DEQ, WG&F, WDA & BLM. <i>Board approved Dec 2021</i>	\$315,000.00	\$315,000.00	-\$315,000.00	\$0.00	x		\$0.00
2024- Salaries/Admin for DEQ, WG&F, WDA & BLM. <i>Board approved Nov 2023</i>	\$315,000.00	\$259,190.23	-\$259,190.23	\$0.00	x		\$55,809.77
2025- Salaries/Admin for DEQ, WG&F, WDA & BLM. <i>Board approved Nov 2023</i>	\$472,500.00	\$472,500.00	-\$186,710.84	\$285,789.16			\$0.00
<b>Admin Totals</b>	<b>\$8,109,132.16</b>	<b>\$6,815,114.25</b>	<b>(\$6,521,510.09)</b>	<b>\$293,604.16</b>	<b>\$0.00</b>	<b>(\$69,981.73)</b>	<b>\$1,363,999.64</b>
					<b>Agency Salary/Admin Savings</b>		<b>\$1,248,939.23</b>
					<b>Other Admin Project Savings (includes Budget Administrator</b>		<b>\$115,060.41</b>
<b>Other Budget Items impacting Balance</b>							
Wyoming Wildlife - The Foundation annual fees to date	\$156,656.69	\$156,656.69	-\$156,656.69	\$0.00			\$0.00

Project Name	Approved by Board/Committed	Committed/Final Cost to Date	Expenses/Payments to Date	Unpaid Balance	Project Completed	Project Final Cost over committed \$	Project Savings
Board Approved Audit PMCH Accounting Firm 5/2024	\$20,945.00	\$20,945.00	(20,945.00)	\$0.00	X		\$0.00
<b>Budget adjument per Board meeting 11/4/2024</b>							\$0.00
Noise Monitoring	\$69,122.00	\$69,122.00	(69,122.00)	\$0.00	x		\$0.00
Wildlife Monitoring Mule deer Pronghorn	\$48,917.06	\$48,917.06	(48,917.06)	\$0.00	x		\$0.00
White-tailed Prairie Dog	\$106,463.56	\$106,463.56	(106,463.56)	\$0.00	x		\$0.00
Pygmy Rabbit	\$97,694.31	\$97,694.31	(97,694.31)	\$0.00	x		\$0.00
<b>Total Other Items</b>	<b>\$499,798.62</b>	<b>\$499,798.62</b>	<b>(\$499,798.62)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
20% allowance is shown here for all projects that are not yet completed and any new projects (see breakdown on separate spreadsheet) Board voted Dec 2020 meeting to return these funds (\$398,179.93) to the General Fund.							
<b>PAPO Totals</b>	<b>\$29,582,632.18</b>	<b>\$27,498,998.35</b>	<b>(\$25,424,512.69)</b>	<b>\$2,074,485.66</b>	<b>\$0.00</b>	<b>(\$115,636.21)</b>	<b>\$835,270.40</b>



April 15, 2025

Bureau of Land Management PFO  
Stewart Cogswell - Field Manager  
P.O. Box 768  
Pinedale, WY 82941

Amber Robbins – PAPO Project Coordinator  
P.O. Box 768  
Pinedale, WY 82941



**Subject: 2025 Revegetation monitoring of pipeline rights of ways and data submittal**

In a meeting on December 8<sup>th</sup>, 2011, a copy of the notes are attached, the operators collectively met with the BLM/PAPO to discuss various issues and concerns with the monitoring of vegetation and the data input into PADMS.

During these discussions, a goal was set to implement changes to PADMS data requirements by April 1 of each calendar year. With staffing changes to the BLM/PAPO group it is understood that there may be some changes in the corrective actions and potential adaptive management changes. While concerns with monitoring requirements, loss of PADMS input, and success criteria remain, pipeline operators believe that a change in data requirements for this monitoring season will not benefit the process. We have the opportunity for a fourth repeat monitoring of the upper portion of the field (North Mesa area directly south of the river), which would be directly comparable to data gathered in 2021.

With the onset of the 2025 monitoring season, the operators would like to clarify that we will be following the 2011 protocol for all monitoring taking place during the 2025 field season. As we move forward with possible changes to data gathering, we encourage BLM/PAPO to continue discussions with operators and pipeline distribution companies as to how best to effectively submit the pipeline data among other outstanding items that may arise. With the loss of PADMS, the operators will submit data via flash drive at the end of the monitoring season.

Sincerely,



Sandy Taylor  
Land Manager  
Enterprise Jonah Gas Gathering Company  
(832) 331-0521 – cell  
[staylor@eprod.com](mailto:staylor@eprod.com)  
450 Jonah Drive  
Rock Springs, WY 82901

cc: Jasmine Allison  
Senior Advisor of Governmental Affairs  
PureWest Resources, Inc.  
(307) 231-1461  
9663 US Highway 191  
Pinedale, WY 82941





**Reclamation Monitoring – Operators Meeting Request Summary**  
**December 8<sup>th</sup>, 2011 @ 8:30 am**  
**Meeting held @ Pinedale BLM Field Office**

**In attendance:**

Aimee Davison - SWEPI  
Erica Tokarz - Ultra  
Pete Guernsey – QEP Energy Company  
Kirt Rhoads – QEP Field Services  
Ralph Swift – EnCana  
Josh Sorenson – EnCana  
Sandy Taylor – Enterprise Jonah Gas Gathering/USQE  
Curt Yanish – Aster Canyon  
Eric Decker – BLM/PAPO  
Windy Kelley – WDA/PAPO  
Theresa Nallick – BLM/PAPO  
Greg Noble – BLM  
Dave McCulloch – BLM  
Sheryl McCulloch – BLM  
Kyle Schumacher – BLM  
Jeff Hatch - BLM



**Topic 1:** Discussion on monitoring pre-2008 pipeline disturbance – qualitative data requirement and obligation for quantitative data upload.

**Conclusion:** It was agreed that the pre-2008 disturbance and reclamation data was not a requirement of the ROD, therefore the operators do not need to provide this data. However, if a sundry/APD/other regulatory document associated with a disturbance is/are altered, meaning the site was re-disturbed, the right-of-way/well-pad, etc. must be reclaimed in accordance with and monitored to meet the SEIS 2008. Theresa and Windy would be happy to have data for pre-2008 disturbances, spatial or otherwise, to help the BLM and PAPO be transparent to the public, and help with record keeping. Theresa can also digitize non-spatial data that is available provided there is adequate location information accompanying the data, and with the assistance and documented quality control by the appropriate lessee.

**Topic 2:** Discussion on as-built data requirement for pipelines, ROD requirement?

**Conclusion:** Yes, the as-built data for pipelines is a ROD requirement. The terminology within the ROD may be confusing in regards to this, but the requirement is in there.  
**Reference:** pg. C-1 first paragraph; pg. C-2, last paragraph of section C.2.

### Topic 3: PADMS

- 1) Disturbance shape files for pipeline corridors – ROD requirement?
- 2) Goal/Use of creating pipeline corridor disturbance shape file
- 3) Data input standards
- 4) Inability of PADMS to accept all location data
- 5) Notification of parties involved when data input standards change and reasonable notification date with relation to field work timeframe

#### Conclusion:

- 1) Yes, a ROD requirement. See Topic 2 references;
- 2) To track total acres disturbed, not necessarily the individual operator who did the disturbance, and provide transparency;
- 3) These standards are covered in the PADMS Operator Manual. There are no feature-naming standards currently in place, but there are photo-naming standards discussed in the Manual. The PAPO will incorporate some, but not all of the standards, in the revised Pinedale Anticline Monitoring for Reclamation Success Manual;
- 4) Theresa will review each error encountered by the operators (per the e-mail strings), will consult with USGS as needed, and will respond to the individuals having problems. Theresa also suggested that the operators check the Operator's Manual for the sections discussing possible error messages; the errors being received might be as simple as having a duplicate transect number in their data entry. Theresa will also discuss with USGS the issue of overlapping data. Since the operators won't be able to get all the ROW shape files in until the pads are accepted, it was agreed that we would still receive the monitoring data;
- 5) Previously there was no communication to the operators when the downloadable forms within PADMS were changed, as well as when the photo-naming convention changed (from using a space to using an underscore). Curt Yanish mentioned that he'd used the old monitoring forms to record all of his data and now had to re-do it to fit within the new forms; also, he had to rename (add the underscore) to ~1200 photos. Theresa is new to the position, but will make it a priority to improve communication between herself and the USGS and herself and PADMS users.



#### Additional PADMS problems mentioned during discussion include:

- 1) Curt Yanish asked about being able to create a new point feature within PADMS to give operators the ability to enter qualitative/quantitative monitoring data and associate it with a spatial polygon location, e.g., along a ROW. The 2011 ROW data will be submitted to the PAPO by Curt Yanish instead of directly in PADMS. The PAPO will work with the USGS to create this feature.
- 2) Was also recommended by Ralph Smith to hold off on entering ROW data until after associated well pad data is entered. If an operator has already collected monitoring data along this ROW, they can still submit the data to Windy to meet the January 31 data-submission deadline.
- 3) Suggestion was made (by several operators) to implement all major PADMS changes at once, preferably between the data due date and the beginning of field season, when the operators are in more of a data-downtime cycle. Goal would be



to have any major PADMS changes implemented annually between January 31 and April 1. Ensure GOOD communication in advance when this is done! Additionally, the PAPO has been working with the USGS to provide a minimum of a two week notice explaining upcoming changes to PADMS users.

- 4) Theresa mentioned the batch photo upload function is ready to be implemented within JIDMS.

**Topic 4:** Discussion on the proposed revision of the Monitoring for Reclamation Success document.

**Conclusion:** Windy's goal is to have the draft revised document ready for review by the end of February. Operators were concerned if the revised document contained major changes to the monitoring protocols/requirements, they wouldn't have time to implement for the 2012 field season. Discussion ensued around changing the transects, so they run a transect per ROW, instead of diagonally across ROWs. Windy needs to review the data-to-date, to see if the diagonal monitoring is effective (i.e., capturing adequate data for the reclamation objectives in the 2008 SEIS ROD), but the operators' concern is that they've been following the existing protocols for the last few years and there may not be sufficient data to show any trends yet, so asked if she could wait on that change. The PAPO will look at the data-to-date, and meet internally with the BLM if a change is necessary, and discuss how to best proceed. Windy emphasized if a change is proposed for the 2012 field season the operators will be aware of the change in the draft revision. The PAPO hopes to have the draft complete by the end of February.

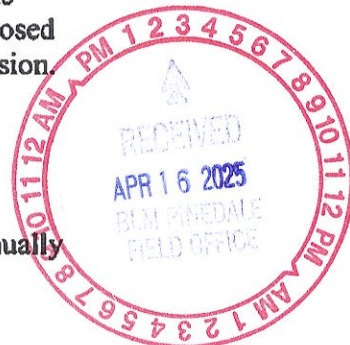
**Topic 5:** Discussion of continuity of data gathering

- Since inception of ROD, data gathering requirements have changed annually
- Professional preference vs. best usable/trend-able data gathering
- Compatibility of data gathered with PADMS
- 2010 data

**Topic 6:** Discussion on staff changes, requesting changes in data gathering, required data

**Topic 7:** Discussion on possible changes to the JIO reclamation requirements

**Conclusion:** These last three topics were covered at various points during the meeting. Windy's goal is to have the revised Monitoring for Reclamation Success Manual drafted by the end of February and to the operators for comments. The operators expressed a desire to have it final by April 1. Windy's original target date to finalize it was May 1 but she said she see what she could do. Several times during the meeting, we were reminded we have to follow what is in the ROD, which eventually led to a discussion about improving some aspects of the ROD via Adaptive Management. The most commonly mentioned need for adaptive management was the 1, 5, and 8 year criteria for reclamation. There seems to be many that think the criteria in the ROD are not achievable. It was decided this topic should be tabled for another meeting.



2025 PAPO Application Summary and Team Recommendations								
Project Title	Total PAPO Request	PAPO % of Total	Project Summary	Project Location	Pros	Cons	Project Score	Recommendations
Targeted Fence Modifications in Crucial Ungulate Migratory Habitats (\$1,936,900 Total Required)	\$250,000	12.9%	Improve wildlife passage through fence conversions, crossings, and seasonal management of fences (e.g., lowering and raising fences and/or wires).	PAPO Off-site Mitigation Priority Area and WGFD Pinedale Region	Funds spent within the PAPA. Cultural not needed. Large inter-agency effort. Leverage of dollars. Addresses Pronghorn and Mule Deer.	May exceed mitigation dollars available (could be funded with the Beaver Creek Ranch WFF dollars 70,0000). Not on-site mitigation, however, the on-site opportunity is minimal due to completed	60.0	Recommend Fund and possibly use the \$70,000 Beaver Creek Ranch WFF funds
The Haven Conservation Easement (\$2,991,950 Total Required)	\$100,000	3.3%	Permanently protect 539.80 acres of ecologically valuable agricultural land along the New Fork River in Sublette County, Wyoming.	Less than 1 mile south of Pinedale, WY; contains about 0.7 miles of New Fork River; overlaps several critically important wildlife habitats. T33N, R109W, Sec 14,22,23.	90% in hand. On-site. Meets both mitigation triggers and PAPO priorities. Cultural not needed. Collared PH and SG that use the property. Main corridor for moose. Within the PAPA.	May exceed mitigation dollars available.	63.3	Recommend Fund with additional language to Section 3.6, p.8. "With regard to any new or replacement fencing on the Property, Grantor may construct or replace fencing on the Property for reserved agricultural uses or purposes or for the protection of any Conservation Value provided that fencing where applicable utilizes the current version of "A Wyoming Landowners's Handbook to Fences and Wildlife" for wildlife friendly fence specifications where livestock concentrations allow for permiable fencing on the Property.
Pygmy Rabbit Distribution and Occupancy in the Pinedale Anticline (\$85,208 total required w/ grant funding and in kind match?)	\$30,000	24.0%	In response to the USFWS petition for listing under the ESA 90-day review and 12-month status review, conduct an updated evaluation of pygmy rabbit occupancy to assess current population trends and inform conservation efforts.	Pinedale Anticline Project Area (PAPA) and Boulder, WY reference area.	Matrix species identified specifically in the ROD. Continues monitoring efforts. Cultural not needed. 100% Funding secured.	Ahead of five-year monitoring cycle (year 3 of 5) but warranted by USFWS petition for listing.	56.7	Recommend Fund
Antelope Flats Water Development (Reservoir) (\$24,000 Total Required)	\$12,000	50.0%	Construct a 3-surface acre reservoir to provide a reliable water source for livestock and wildlife.	South of Hoback Rim and 20 miles northwest of Pinedale, WY. T36N, R113W, Sec 24,25; T36N, R112W, Sec 25, 19, 30, 31; T36N, R111W, Sec 19, 20, 29, 30, 31, 32.	Cultural not needed. NEPA not needed. Off-site. Permits are complete.	Benefits to wildlife are not apparent as it is a new livestock water source in an area that is not water-limiting for wilflife. 0% funding secured.	33.3	No Recommendation



# PINEDALE ANTICLINE PROJECT OFFICE (PAPO)

1625 West Pine St.  
PO Box 768  
Pinedale, WY 82941

## 2025 PAPO APPLICATION FOR FUNDING

(Deadline for applicants is January 31, 2025. Use additional sheets if necessary)

### GENERAL PROJECT INFORMATION

**Project Name:** Targeted Fence Modifications in Crucial Ungulate Migratory Habitats

**General Location** (distance and direction from nearest city/town, attach map if applicable):

PAPO Off-site Mitigation Priority Area

**Legal Location of Project:**

Township: Multiple

Range: Multiple

Section(s): Multiple

County: Multiple

**Surface Ownership** (check all that apply): Federal ☒ State ☒ Private ☒

\*\*If project includes a mix of federal, state and/or private lands, provide a breakdown for each ownership by acres and percent of total project area.

**Contact Information for Affected Parties of Agencies:**

Upper Green Fence Initiative:

WGFD, (307) 367-4352

SCCD, (307) 367-2364

NRCS, (307) 367-2257

BLM, (307) 367-5300

### APPLICANT INFORMATION

**Name/Organization:** Wyoming Game and Fish Department

**Mailing Address** (include city, state and zip): PO Box 850, Pinedale WY 82941

**Daytime Phone:** (307)367-5629

**Fax:** (307)367-4403

**Email Address:** sydney.simmerman@wyo.gov

**Point of Contact** (if different from above): Sydney Simmerman

## PROJECT DESCRIPTION

**General Project Type** (check all that apply):

Land Use/Livestock ☒

Land Use/Recreation ☐

Cultural ☐

Wildlife/Aquatic ☒

Air ☐

Other ☐

**Describe Project Proposal** (such as, mechanical treatments, water improvement, etc.)

Western Wyoming is one of the last remaining strongholds of wide-ranging big game and robust greater sage grouse populations. A major threat to wildlife of the area are fences that act as barriers restricting movement and posing a risk of entanglement and mortality. To help mitigate this impact, the Wyoming Game and Fish Department (WGFD), Sublette County Conservation District (SCCD), and the Natural Resources Conservation Service (NRCS) along with other partners have collaborated to form the Upper Green Fence Initiative (Initiative) to improve wildlife passage through fence conversions, crossings, and seasonal management of fences (e.g., lowering and raising fences and/or wires). The Initiative has achieved significant success with its wildlife-friendly fence (WFF) program, accounting for over 700 miles of improved fence lines in the last decade. The success of the program, coupled with the abundant wildlife values and high-use habitats in the area, has led to increased demand for new projects that exceed current budget and capacity limits. In the Upper Green region, there are an estimated 1,600 miles of wildlife barrier fences still needing modification in priority areas with approximately 450 of those miles occurring within the PAPO off-site mitigation area. To address these extensive needs, this proposal seeks funding for construction and materials to modify and/or convert at least 65 miles of fencing within the PAPO off-site mitigation area.

All projects will be prioritized and ranked through the Initiative's prioritization tool, which incorporates GPS collar data and crucial habitat layers along with fence condition scores.

Awarded funds will be a resource for all members of the Initiative to utilize with the anticipation that many completed miles will be in addition to planned projects administered by other members, including NRCS USDA Farm Bill funded projects, which will further expand upon the program's ability to implement projects in the region at a landscape scale. If awarded, PAPO funds will only be utilized for ranked projects falling within the PAPO On or Off-Site Mitigation Priority Area.

**Total Project Acres** (if applicable) 65 miles of fence

**Acres Indirectly Affected** (if applicable, explain)

This project will indirectly impact pronghorn, mule deer, and other wildlife traveling from southern winter ranges (the Mesa, Red Desert, Calpet) into summer ranges as far north as the Hoback Canyon drainages, depending on migration route.

## **WHAT ARE THE OBJECTIVES OF THE PROJECT?**

The objective of this project is to maintain connected migration routes for ungulate species by completely removing, replacing, or modifying fences that may hinder the use of these pathways. Updated fences will be structured according to WFF standards to increase permeability to wildlife, especially mule deer and pronghorn, and reduce the threat of injury or death due to entanglement.

## **HOW DOES THE PROJECT MEET THE PAPO STRATEGIC PLAN GOALS?** (please refer to the PAPO 2025 Ranking Score Sheet)

The primary goal of this project is to conserve and support the functionality of Sublette mule deer and pronghorn migration corridors at a landscape level while improving access to functional, off-site habitats for wildlife species impacted by energy extraction activities on the Pinedale Anticline Project Area (PAPA) (Objective 1). To achieve this, efforts will focus on targeted fence improvements in high-priority areas (Strategy 1 – the Sublette Mule Deer Corridor, crucial wildlife ranges, and Sage Grouse Core Areas) and on collaborating with partners to implement habitat projects that benefit affected species (Strategy 2 – engaging private partners and interagency members).

This initiative also aligns with Goal 2 of PAPO's Strategic Plan. Sublette mule deer and pronghorn populations have shown a general decline over time. To address these trends, the project aims to enhance mule deer and pronghorn habitat functionality by preserving the connectivity of the migration corridors (Objective 2). This will involve converting fences to be wildlife-friendly, partnering with private landowners and local stakeholders, and ensuring ongoing maintenance and monitoring of fences to assess wildlife use over time (Objective 3).

## **HOW DOES THE PROJECT MEET THE 2025 PAPO PRIORITIES?** (please refer to the PAPO 2025 Ranking Score Sheet)

This project aligns with the intent of the PAPA Record of Decision (ROD) by enhancing habitat connectivity through the installation of passable livestock fences, ensuring access to crucial habitats for wildlife, particularly mule deer and pronghorn, which have been disproportionately impacted by activities on the PAPA. The converted fences will be designed with wildlife in mind, featuring a maximum height of 40 inches and wire spacing of 12 inches between the top two

wires, with the bottom wire positioned 18 inches above the ground. These specifications will allow mule deer and pronghorn to easily jump over or crawl under, benefiting other species such as moose and elk as well. Fence crossing structures that create a “gap” are also becoming common methods that are implemented. Wildlife are able to cross a modified H-brace or two wooden/metal poles that are approximately 28 inches tall that still meet livestock containment needs. These gaps allow animals to safely use their most heavily used and preferred pathways, without converting an entire fence line saving time and money.

The project is located within both the PAPO Off-site Mitigation Priorities area and the Sublette Mule Deer (SMD) Migration Corridor. As such, fence conversions and removals in this area will play a key role in conserving vital migration routes. To further minimize impacts on wildlife, fence markers may be installed in certain areas to reduce collision risks for greater sage-grouse. This species, which is prioritized by the PAPO Board, has experienced population declines significant enough to trigger mitigation measures as outlined in the ROD (BLM 2008).

Additional funding or cost-sharing for the project is being provided or sought from partners that include the National Fish and Wildlife Foundation, the Jonah Interagency Office, the Knobloch Family Foundation, the WYldlife Fund, and the America the Beautiful Challenge.

#### **WHAT ARE THE DIRECT AND/OR INDIRECT EFFECTS ON OTHER RESOURCES?**

The direct benefits to wildlife have been outlined above. Indirectly, the project will also enhance livestock management through the installation of updated fencing. Additionally, fence conversions provide an opportunity to strengthen relationships with private landowners, fostering increased collaboration and creating avenues for future conservation projects.

#### **WHAT IS THE POTENTIAL FOR FUTURE EXPANSION OF THE PROJECT?**

There is high potential for this project to extend past 2028, with an estimated 1,600 miles of wildlife barrier fences remaining in priority areas, it will take many years to accomplish the goal of converting or removing this fencing. If awarded, PAPO would not only be impacting the local mitigation area, but would be indirectly supporting a statewide effort to expand wildlife-friendly fence initiatives.

#### **LIST ALL PROJECT PARTNERS/COOPERATORS, THEIR ROLES AND/OR CONTRIBUTIONS:**

Upper Green Fence Initiative: Members include the WGFD, SCCD, NRCS and BLM and routinely correspond with and involve numerous NGOs and other land management agencies including the BTNF and State Lands.

Private Landowners & Permittees: Multiple. Most projects either involve a landowner or permittee and our Initiative strives to provide knowledgeable landowner consultation throughout the implementation of projects.

Migration Initiative: Several members of the Migration Initiative at the University of Wyoming are dedicating time to researching the benefits of fence modifications on migrating ungulates. Through this effort, they have been an integral part of helping to identify priority areas and in the development of tools for Fence Initiative members to utilize on-the-ground.

**PROJECT MONITORING AND REPORTING:** (describe how monitoring and reporting will be done, and how it relates to the objectives)

All fence modifications and reconstructions will be inspected, measured, and documented by WGFD or a member of the Initiative for wildlife-friendly fence standards. Additional monitoring using trail cameras or visual surveys may also be conducted on fences identified as being especially problematic for wildlife prior to conversion.

**RESEARCH POTENTIAL:** (describe the research potential of the project)

Research potential is high and with projects currently underway. Members of the Wyoming Migration Initiative are actively seeking ways to better understand how fence modifications have impacted the functional habitat benefit and overall permeability of big game in Sublette County with two, synergistic projects. First, they will investigate how fence modifications facilitate mule deer to track spring forage quality and avoid snow in early winter along the Red Desert to Hoback migration corridor. Second, they will attempt to determine the degree to which fence modifications improve the overall permeability of the Upper Green River Basin for all big game species. This work is planned to continue through the year 2025.

**PERMITS AND AUTHORIZATIONS REQUIRED PRIOR TO PROJECT IMPLEMENTATION:** (including but not necessarily limited to the following)

PERMIT OR AUTHORIZATION	REQUIRED		SUBMITTED		APPROVED	
	Yes	No	Yes	No	Yes	No
Cultural Resource Inventory		X				
COE Section 404 Permit		X				
Cooperative Agreement(s)		X				
NEPA Analysis		X				
Pesticide Application Permit		X				
Private Landowner Agreement(s)	X			X		X
Sensitive Species Clearance		X				
Surface/Ground Water Permits		X				
T/E Species Clearance		X				
Other (explain)						

**TOTAL PROJECT COST:** (attach detailed budget)

Project Planning and Design           \$ \_\_ 300,000 \_\_  
 Project Implementation               \$ \_\_ 1,486,900 \_\_  
 Project Operation and Maintenance   \$ \_\_ 150,000 \_\_  
 Total Required                         \$ \_\_ 1,936,900 \_\_

**MATCHING FUNDS ANTICIPATED IN CASH** (list source and amount)

**In-Hand:**

NFWF: \$57,900.00  
 America the Beautiful Challenge: \$119,000.00  
 JIO: \$170,000.00  
 KFF/WYldlife Fund: \$1,000,000.00 (\$210K to planning and design = Position Salary, \$790K to implementation)  
 WAFWA: \$90,000 (planning and design = Position Salary)

**Pending Applications:**

NFWF 25: \$100,000.00

**ANTICIPATED “IN KIND” MATCHING FUNDS** (list source, valuation, and valuation method)

Anticipated Landowner In-Kind: \$150,000 (10% cost-share from in-kind or cash match. 10% @ \$25K/mile @ 60 miles)

**PERCENTAGE OF FUNDING ON HAND OR COMMITTED** 74.2%

**TOTAL PAPO FUNDING REQUESTED:** \$250,000.00 (Implementation)

**EXPECTED/ANTICIPATED LIFE OF PROJECT (LOP)**

Perpetual \_\_\_\_\_ >50 Years \_\_\_\_\_ 25-50 Years   X   <25 Years \_\_\_\_\_

Explain Basis for Projected LOP:

Fence materials are expected to last at least 25 years, potentially longer. Landowners and managers are expected to maintain fences in accordance with wildlife-friendly fence standards.

**PROJECT TIMELINE AND ESTIMATED COMPLETION DATE: Please explain.**

This project will focus on completing high-priority, shovel-ready projects based on the current Landowner and Project request spreadsheet maintained by the Initiative, from April 2025 until April 2028. As time permits, additional fences will be inventoried and evaluated to prioritize future WFF projects. We plan to initiate new projects between 2025 and 2028, with ongoing implementation and monitoring extending through 2026 to 2028.

**ATTACHMENTS AND SUPPORTING DOCUMENTATION**

Map of Project   X   (scale of not less than 1" = 2,000 feet)

Project Design \_\_\_\_\_

Letters of Support \_\_\_\_\_

Management Plan \_\_\_\_\_ Long Term \_\_\_\_\_ Short Term \_\_\_\_\_

Monitoring Plan \_\_\_\_\_ Long Term \_\_\_\_\_ Short Term \_\_\_\_\_

Relevant Past Experience \_\_\_\_\_

Other   X   (please explain)

Cost estimate scenarios, timelines, and estimated miles.

**ADDITIONAL INFORMATION FOR PAPO CONSIDERATION:**

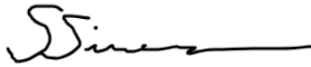
Fence projects to benefit wildlife have greatly gained momentum over the last few years throughout the region as well as west-wide, and have allowed for a unique and diverse partnership to persist, as well as opened doors for other opportunities to enhance wildlife habitats on private lands. A great example of the momentum directed at fencing projects came during the fall of 2024 when numerous funding partners came together to support the hiring of a Fence Program Manager position to be held at the WGFD in Pinedale. This position will work in close



cooperation with the Upper Green Fence Initiative and support on-going and future efforts over the next 3 years.

All funds awarded by PAPO will be dedicated exclusively to fence conversion and removal efforts within the PAPA On-site and Off-site Mitigation Priority Areas. This will allow other awarded funds to be allocated to additional priority areas within the region. By doing so, PAPO will indirectly contribute to a broader initiative aimed at preserving the functionality and connectivity of threatened migration corridors across the region.

ACKNOWLEDGEMENT: This project and requested funding is subject to approval by the Pinedale Anticline Monitoring and Mitigation Board of Directors



Signed

**Sydney Simmerman**

Printed Name

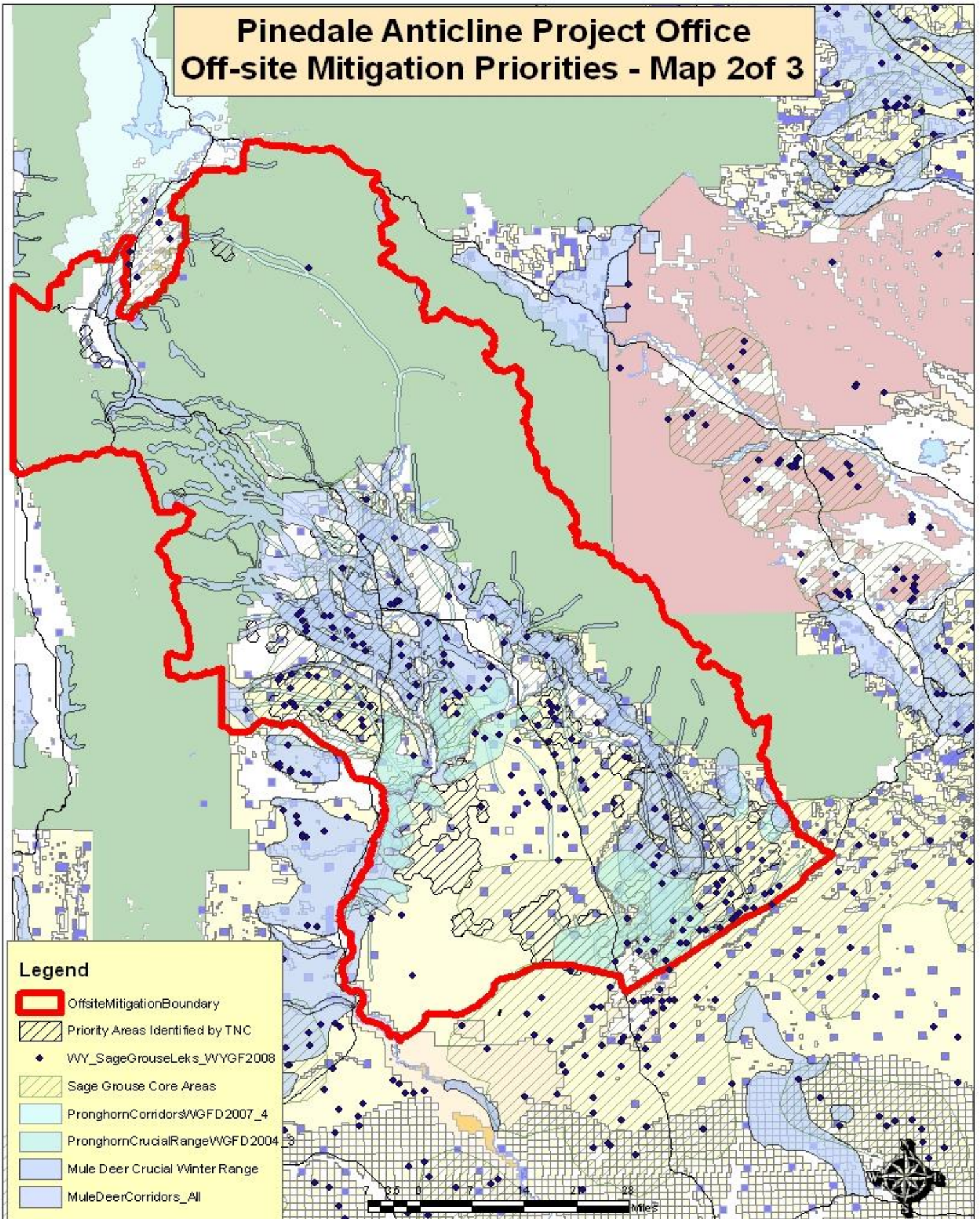
**Habitat Mitigation Biologist**

Title

**1/24/2025**

Date

# **Pinedale Anticline Project Office Off-site Mitigation Priorities - Map 2 of 3**





## Upper Green Fence Initiative: Wildlife Friendly Fences & Crossings Supplemental Information

### Cost Estimate Scenarios, Timelines, and Estimated Miles:

Several scenarios were calculated to provide information on the long-term needs for fence conversion projects. GIS analyses were used to estimate the total miles of fence lines, which are over 3000 miles and doesn't include many of the private land fences, therefore we assume there are at least 3500 miles of fence in Sublette County in need of improvement.

For all scenarios, we assumed the average fence conversion cost is \$25,000/mi to include the various fence types such as Pole Top, as well as topography and the difficulty of access to some areas. These costs and timelines were calculated knowing that the Initiative partners are able to convert between 50-100 miles of fence per year, or an average of 75 miles per year.

#### Scenario 1

Scenario 1 estimates the total number of fence line miles needed for possible conversion in each of the priority area connectivity gaps of the Sublette Mule Deer Migration Corridor shown in *Figure 1. Upper Green Fence Initiative Project Map*. All of Scenario 1 estimated miles fall within the PAPO Off-site Mitigation Area.

##### → Priority 1 – Sublette Mule Deer Migration Corridor “Gaps”

- Priority 1 = 450 miles of fence
- Total Project Cost (450 mi \* \$25,000/mi) = \$11,250,000
- Project Timeline (450 mi ÷ 75mi/yr) = 6 years (2024-2030)
- Cost Per Year (\$11,250,000 ÷ 6 yrs) = \$1,875,000

#### Scenario 2

Scenario 2 estimates the total number of fence line miles needed for possible conversion in the Wyoming Range of Sublette County shown in *Figure 1. Upper Green Fence Initiative Project Map*.

##### → Priority 2 – Wyoming Range

- Priority 2 = 1150 miles of fence
- Total Project Cost (1150 mi \* \$25,000/mi) = \$28,750,000
- Project Timeline (1150 mi ÷ 75 mi/yr) = 15 years (2024-2039)
- Cost Per Year (\$28,750,000 ÷ 15 years) = \$1,916,667

Together, Priorities 1 and 2 would convert approximately 1600 miles of fence with the total project cost at approximately \$40,000,000. If partners were to convert 80 miles of fence per year, it would take 20 years and cost around \$2,000,000 per year to be shared among the Initiative partners for projects.



## Upper Green: Fence Priority Areas

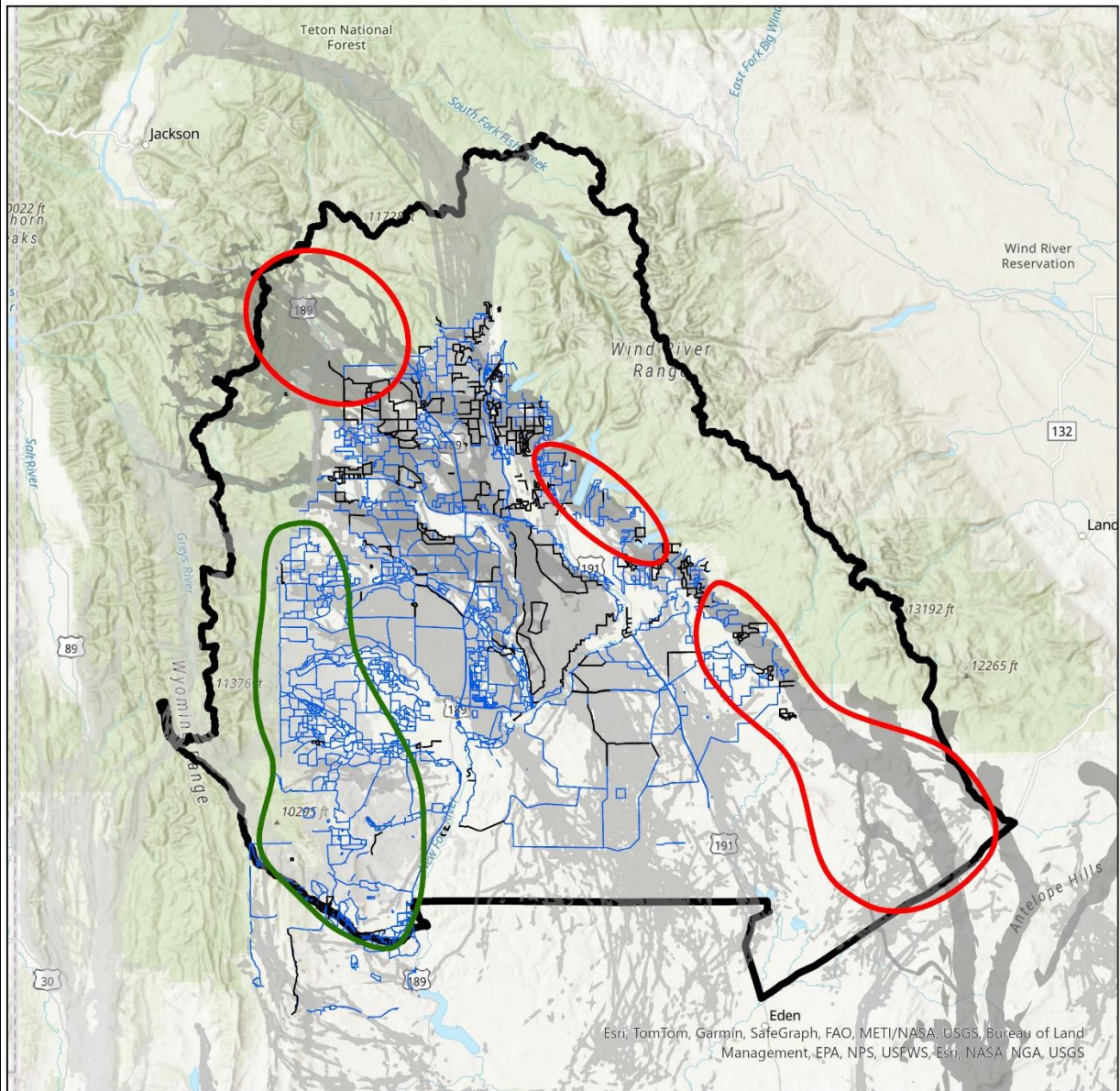


Figure 1: Upper Green Fence Initiative: Priority Areas, Completed Fence Conversions, Known Fence Locations, and Sublette Mule Deer and Pronghorn migration corridors.

**Project Budget:**

<b>Funding Source</b>	<b>Amount</b>	<b>Cash or In-Kind</b>	<b>In-Hand or Anticipated</b>	<b>Details</b>
National Fish and Wildlife Foundation (NFWF)	\$57,900	Cash	In-Hand	Implementation
American the Beautiful Challenge	\$119,000	Cash	In-Hand	Implementation
Jonah Interagency Office (JIO)	\$170,000	Cash	In-Hand	Implementation
Knobloch Family Foundation/WYldlife Fund	\$1,000,000	Cash	In-Hand	Administered through the WYldlife Fund. \$210K for position salary for planning and design. \$790K for implementation.
WAFWA	\$90,000	Cash	In-Hand	Position salary for planning and design.
NFWF 2025	\$100,000	Cash	Anticipated	Implementation 2026
Landowner/Permittee	\$150,000	Cash or In-Kind	Anticipated	10% cost-share. Can include cash, in-kind labor or removal, construction or maintenance. 10% @ \$25K/mile @ 60miles.
PAPO Request	\$250,000	Cash	Requested	Implementation

**Total Project Cost = \$1,936,900.00****PAPO Request: 12.90% of total**

## Upper Green Fence Initiative: Wildlife Friendly Fences & Crossings Supplemental Information

### Cost Estimate Scenarios, Timelines, and Estimated Miles:

Several scenarios were calculated to provide information on the long-term needs for fence conversion projects. GIS analyses were used to estimate the total miles of fence lines, which are over 3000 miles and doesn't include many of the private land fences, therefore we assume there are at least 3500 miles of fence in Sublette County in need of improvement.

For all scenarios, we assumed the average fence conversion cost is \$25,000/mi to include the various fence types such as Pole Top, as well as topography and the difficulty of access to some areas. These costs and timelines were calculated knowing that the Initiative partners are able to convert between 50-100 miles of fence per year, or an average of 75 miles per year.

#### Scenario 1

Scenario 1 estimates the total number of fence line miles needed for possible conversion in each of the priority area connectivity gaps of the Sublette Mule Deer Migration Corridor shown in *Figure 1. Upper Green Fence Initiative Project Map*. All of Scenario 1 estimated miles fall within the PAPO Off-site Mitigation Area.

##### → Priority 1 – Sublette Mule Deer Migration Corridor “Gaps”

- Priority 1 = 450 miles of fence
- Total Project Cost (450 mi \* \$25,000/mi) = \$11,250,000
- Project Timeline (450 mi ÷ 75mi/yr) = 6 years (2024-2030)
- Cost Per Year (\$11,250,000 ÷ 6 yrs) = \$1,875,000

#### Scenario 2

Scenario 2 estimates the total number of fence line miles needed for possible conversion in the Wyoming Range of Sublette County shown in *Figure 1. Upper Green Fence Initiative Project Map*.

##### → Priority 2 – Wyoming Range

- Priority 2 = 1150 miles of fence
- Total Project Cost (1150 mi \* \$25,000/mi) = \$28,750,000
- Project Timeline (1150 mi ÷ 75 mi/yr) = 15 years (2024-2039)
- Cost Per Year (\$28,750,000 ÷ 15 years) = \$1,916,667

Together, Priorities 1 and 2 would convert approximately 1600 miles of fence with the total project cost at approximately \$40,000,000. If partners were to convert 80 miles of fence per year, it would take 20 years and cost around \$2,000,000 per year to be shared among the Initiative partners for projects.





# Upper Green: Fence Priority Areas

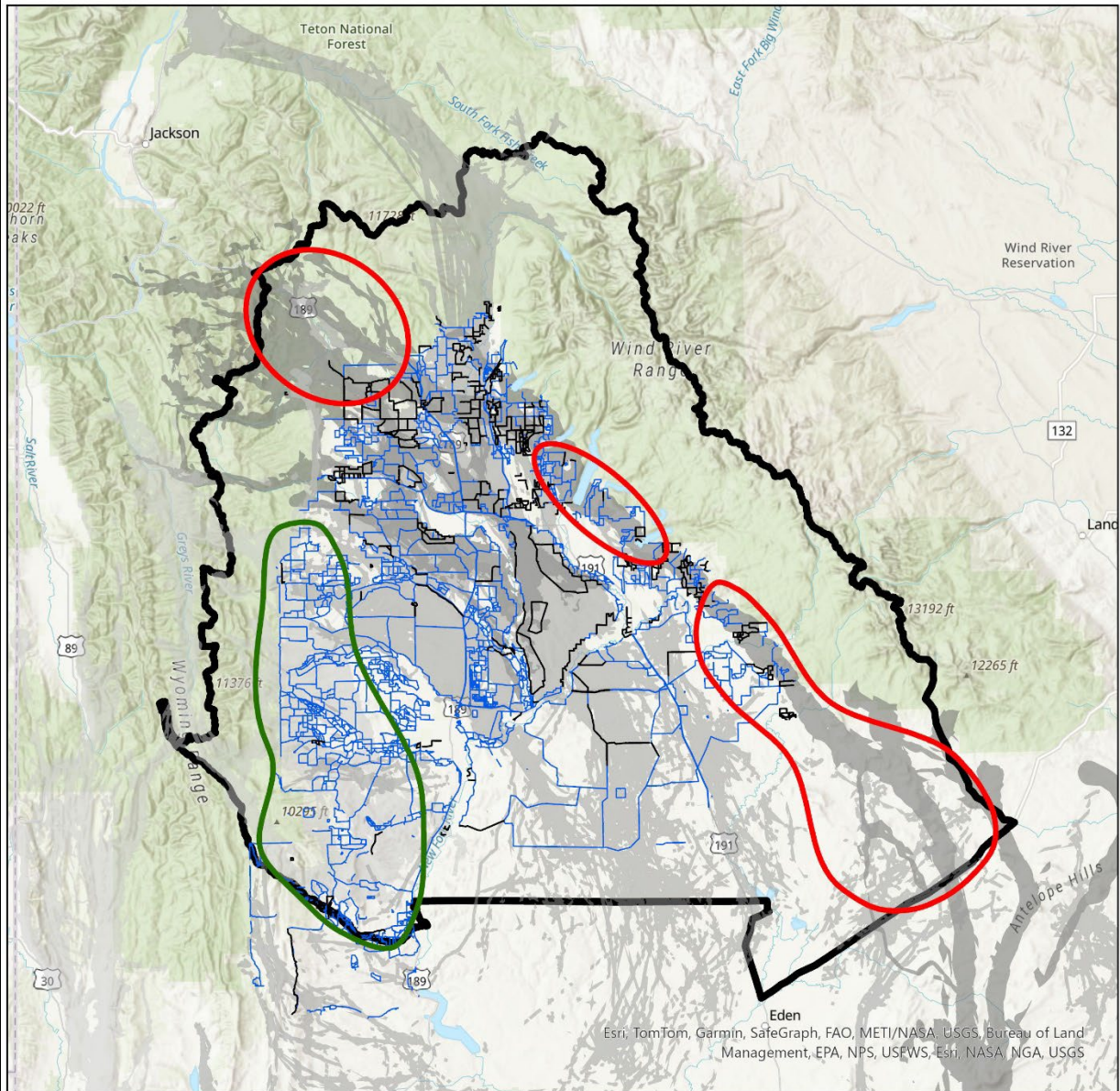


Figure 1: Upper Green Fence Initiative: Priority Areas, Completed Fence Conversions, Known Fence Locations, and Sublette Mule Deer and Pronghorn migration corridors.



**Project Budget:**

<b>Funding Source</b>	<b>Amount</b>	<b>Cash or In-Kind</b>	<b>In-Hand or Anticipated</b>	<b>Details</b>
National Fish and Wildlife Foundation (NFWF)	\$57,900	Cash	In-Hand	Implementation
American the Beautiful Challenge	\$119,000	Cash	In-Hand	Implementation
Jonah Interagency Office (JIO)	\$170,000	Cash	In-Hand	Implementation
Knobloch Family Foundation/WYldlife Fund	\$1,000,000	Cash	In-Hand	Administered through the WYldlife Fund. \$210K for position salary for planning and design. \$790K for implementation.
WAFWA	\$90,000	Cash	In-Hand	Position salary for planning and design.
NFWF 2025	\$100,000	Cash	Anticipated	Implementation 2026
Landowner/Permittee	\$150,000	Cash or In-Kind	Anticipated	10% cost-share. Can include cash, in-kind labor or removal, construction or maintenance. 10% @ \$25K/mile @ 60miles.
PAPO Request	\$250,000	Cash	Requested	Implementation

**Total Project Cost = \$1,936,900.00****PAPO Request: 12.90% of total**

## **PINEDALE ANTICLINE PROJECT OFFICE (PAPO)**

1625 West Pine St.  
PO Box 768  
Pinedale, WY 82941

### **2025 PAPO APPLICATION FOR FUNDING**

**(Deadline for applicants is January 31, 2025. Use additional sheets if necessary)**

#### **GENERAL PROJECT INFORMATION**

***Project Name: The Haven Conservation Easement***

***General Location*** (distance and direction from nearest city/town, attach map if applicable): Located less than one mile from Pinedale off US Highway 191. (map attached)

***Legal Location of Project:***

Township 33N

Range 109W

Section(s) 14, W2SE4, E2SW4, Section 22, NE4 and Section 23, NW4 and W2NE4

County: Sublette

***Surface Ownership*** (check all that apply): Federal \_\_\_\_\_ State \_\_\_\_\_ Private   X  

**\*\*If the project includes a mix of federal, state and/or private lands, provide a breakdown for each ownership by acres and percent of total project area.**

***Contact Information for Affected Parties of Agencies:***

Madison Harper, Jackson Hole Land Trust  
madison@jhlandtrust.org, (307) 733-4707

Sydney Simmerman, Wyoming Game and Fish Dept  
sydney.simmerman@wyo.gov, (307)367-5629

Leslie Hagenstein, Landowner  
[lhagenstein@wyoming.com](mailto:lhagenstein@wyoming.com), 307-231-9562

Valerie Lee, Landowner  
[valerielee@wyoming.com](mailto:valerielee@wyoming.com), 307-231-9562

#### **APPLICANT INFORMATION**

***Name/Organization:*** Green River Valley Program of the Jackson Hole Land Trust

**Mailing Address** (include city, state and zip): P.O. Box 2897, Jackson, WY 83001

**Daytime Phone:** 307-733-4707

**Fax:**

**Email Address:** [madison@jhlandtrust.org](mailto:madison@jhlandtrust.org)

**Point of Contact** (if different from above): Kerry Gold, [kerry@jhlandtrust.org](mailto:kerry@jhlandtrust.org)

## PROJECT DESCRIPTION

**General Project Type** (check all that apply):

Land Use/Livestock ☒ X

Land Use/Recreation ☐

Cultural ☐

Wildlife/Aquatic ☒ X

Air ☐

Other ☒ X

**Describe Project Proposal** (such as, mechanical treatments, water improvement, etc.)

The Green River Valley Program (GRVP) of the Jackson Hole Land Trust (JHLT) is excited to be working with Leslie Hagenstein and Valerie Lee toward the bargain-sale purchase of a conservation easement of over 539.80 acres of ecologically valuable agricultural land along the New Fork River in Sublette County, Wyoming. Located less than one mile from Pinedale off US Highway 191, the proposed “The Haven” Conservation Easement (the “Property”) lies in a highly desirable location. The Property’s western boundary is 3.38 miles away from the PAPO Offsite Mitigation Area and the long-term protection of the Property’s intact wildlife habitats builds on PAPO habitat mitigation projects. It also safeguards ecologically valuable parts of the New Fork River corridor that contribute to the ecological health of the Green River Valley. The property is a mosaic of riverine, riparian, sagebrush, wetland, and wet meadow habitats that provide a variety of services to an extensive list of wildlife in the vicinity of the Pinedale Anticline.

The Property’s protection will safeguard approximately 0.7 miles of the New Fork River corridor and roughly 69 acres of the river’s riparian habitat. This stretch of the New Fork River is designated as an Aquatic Crucial Habitat by the Wyoming Game and Fish Department (WGFD) and is part of the Upper Green River Wetland Complex as well as a restoration and conservation priority for WGFD because of its important role as one of the most popular fisheries in western Wyoming. It is classified as a Blue Ribbon Stream of national importance with over 600 pounds of trout per mile and is recognized as a special resource under the US Army Corps of Engineers Wyoming Stream Mitigation Procedure, making it a high priority for conservation and mitigation

under its permit authority. Establishing a conservation easement on this stretch of the New Fork River will make investments in habitat restoration and fisheries improvements along the New Fork River complex and the Anticline area more sustainable and impactful.

A conservation easement on The Haven will build upon existing PAPO habitat mitigation efforts by protecting important big game species habitat, including 91 acres of crucial winter/yearlong moose range and 152 acres of mule deer winter/yearlong range along the New Fork Corridor. Across the rest of the property, spring/summer/fall range of mule deer and pronghorn habitat are also supported. The Haven's owners are role model stewards of their land and have made extensive efforts to improve ungulate migrations across their property. They have removed defunct fencing from the river corridor and updated other fence lines to wildlife friendly standards to benefit big game and improve habitat connectivity.

We respectfully request funding to complete The Haven Conservation Easement that will permanently protect 539.80 acres of valuable wildlife habitat to benefit mule deer, sage grouse, and numerous other species vital to the local ecosystem.

***Total Project Acres*** (if applicable): 539.80 acres

***Acres Indirectly Affected*** (if applicable, explain)

The Haven is contiguous with 352 acres By The Way Ranch, which established a conservation easement in 2001. Conserving The Haven would extend the protection of the New Fork River and the habitat connectivity utilized by Mesa wildlife.

## **WHAT ARE THE OBJECTIVES OF THE PROJECT?**

The project will proactively address declining sage-grouse, pronghorn, and mule deer populations by establishing a 539.80-acre conservation easement on the ecologically significant Property. This easement will permanently protect critical intact wildlife habitats, working lands, and open spaces. The agreement prohibits development, subdivision, and mineral extraction to safeguard the property's wildlife habitat and agricultural values. JHLT will monitor the conserved Property annually in accordance with its established stewardship policy which has been developed and refined since JHLT was founded in 1980. JHLT is an accredited member of the Land Trust Alliance and accordingly, the stewardship policy is compliant with the Land Trust Alliance's Standards and Practices.

The Haven conservation easement will enhance habitat functionality by shielding the mule deer migration corridor and ensuring the continued viability of vital habitats, as outlined in the Pinedale Anticline SEIS ROD's Mitigation Responses (Appendix B.2). Located within the Pinedale Anticline Project Area (PAPA) wildlife utilization network, the property provides high-

value sage-grouse, moose and mule deer habitats, which are scarce in Wyoming’s high-desert sagebrush steppe ecosystem, making them a top conservation priority.

This project will build upon existing PAPO habitat mitigation efforts by protecting 152 acres of seasonal mule deer winter range, 91 acres of crucial moose range and 69 acres of wetlands, riparian areas, and wet hay meadows that support sage-grouse brood-rearing. Collar data shows direct use of the Hagenstein property by pronghorn and sage grouse that utilize the Anticline. The easement will act as a protective buffer for the mule deer migration corridor. Outcomes include preventing further habitat loss and fragmentation, preserving water quality in the Green River watershed headwaters, reducing human disturbance in sensitive areas, and maintaining vital open spaces and sustainable agricultural resources.

**HOW DOES THE PROJECT MEET THE PAPO STRATEGIC PLAN GOALS?** (please refer to the PAPO 2025 Ranking Score Sheet)

The PAPO Strategic Plan refers to the Anticline SEIS ROD’s Wildlife Monitoring and Mitigation Matrix (WMMM [Appendix B.1]) as a guide for mitigation responses.

According to the WMMM, “Priority for mitigation will be given to those habitats designated as most crucial or important (big game crucial winter ranges; sage grouse breeding, nesting, and winter habitats...)”. The Haven’s wildlife habitats include 152 acres of mule deer crucial winter range, 91 acres of crucial winter/yearlong range for moose and 69 acres of wetland and mesic habitats that provide nesting and brood rearing habitat for sage grouse. Across the rest of the property, spring/summer/fall range of mule deer and pronghorn habitat are also supported.

The WMMM goes on to describe appropriate mitigation responses, including off-site conservation easements: “Off-site -- Conservation Easements or property rights acquisitions to assure their continued habitat function, or provide an area for enhanced habitat function (e.g., maintenance of corridor and bottleneck passages, protection from development, establishment of forage reserves, habitat enhancements...”

In addition to being consistent with the WMMM’s mitigation responses, the project meets PAPO’s Strategic Plan Goal 1, Objective 1, as a project that benefits wildlife on a landscape scale in the Upper Green River Basin with a focus on populations impacted by development. Collar data from pronghorn and sage grouse that utilize the Anticline shows use of the Hagenstein property.

Mule deer and sage grouse are both species that have been impacted by development on the PAPA and have both declined in population compared to baseline estimates (PAPO Annual Wildlife Reports, 2023). Additionally, Mesa deer numbers have fallen below PAPO-set decline

thresholds in 2017/2018 and 2021/2022. Goal 2 of the PAPO Strategic Plan details that declining wildlife population trends should be responded to in a manner that minimizes undesired trends. As detailed above, the WMMM describes conservation easements as an appropriate and proactive mitigation response to declines in populations of species impacted by development on the PAPA.

**HOW DOES THE PROJECT MEET THE 2025 PAPO PRIORITIES?** (please refer to the PAPO 2025 Ranking Score Sheet)

The Property will safeguard an active agricultural operation and prime haying acreage while ensuring the perpetual protection of state-designated big game seasonal ranges. The Property is suitable habitat for Greater sage grouse under Executive Order 2019-3 and contains Crucial Winter/Yearlong habitat of statewide importance for moose under the 2020 Statewide Habitat Plan (SHP). The western side of the Property includes roughly 3,000 feet of the New Fork River, designated by WGFD's SHP as Crucial Aquatic Habitat and a Restoration Habitat Priority Area. Additionally, the Property falls within The Upper Green River Wetlands also designated by the SHP.

This project provides permanent protection for pronghorn, mule deer and sage grouse habitats, all PAPO mitigation focus species that have had declining trends compared to baseline population numbers in 2006 and 2007, respectively. Additionally, PAPA mule deer have declined to the point of exceeding mitigation thresholds within the past three years. When considered with the impacts of the severe 2022/2023 winter, substantial, proactive conservation of sage grouse brood rearing habitats and big game seasonal ranges is needed.

**WHAT ARE THE DIRECT AND/OR INDIRECT EFFECTS ON OTHER RESOURCES?**

The SEIS ROD's Wildlife Monitoring and Mitigation Matrix speaks to, "Fragmentation and direct loss of native habitats by surface disturbance is expected to adversely affect migratory birds, particularly in habitats used by sagebrush-obligate species. Decreased raptor nesting habitat effectiveness is likely within 1 mile of New Fork River riparian zone." The Haven's protection will mitigate these effects by permanently securing intact raptor nesting habitat along the New Fork River. The Property also provides habitat for observed WGFD avian Species of Greatest Conservation Need such as American Goshawk, Clark's Grebe, and Bald Eagle. The SEIS also mentions, "nesting bald eagles may be affected by surface disturbance and associated human presence by each Alternative. The effects are expected to be substantial within 1 mile of the New Fork River riparian habitat which is utilized by wintering bald eagles." Multiple bald eagles are known to nest in the cottonwood galleries along the New Fork River through the Haven and By The Way Ranch conservation easement. Expanding the river's protection through

the Haven supports habitat availability and connection for resident eagles. Permanent protection of The Haven Conservation Easement is a high-priority project that bolsters landscape scale conservation efforts in the Upper Green River basin to keep high-quality, big game and aquatic habitats open and viable.

The Pinedale area is experiencing increasing development pressures and over 399 platted subdivisions exist within five miles of the Property. The area is seeing increased demand from second homeowners seeking the exceptional recreational opportunities nearby. Safeguarding this portion of the New Fork River contributes to the high quality fisheries and recreation residents and visitors value. The area is already experiencing accelerated subdivision for vacation homes, and the Pinedale area is a likely candidate for increased development in the future given its incredible scenic attributes. The landowners wish to sell an easement on the western 539.80-acre portion of the property to safeguard the river corridor, prohibit subdivision, maintain wildlife habitat, and support the continued agricultural heritage of the area.

#### **WHAT IS THE POTENTIAL FOR FUTURE EXPANSION OF THE PROJECT?**

The Green River Valley Program maintains over 38,000 acres of conservation easements in Sublette County and has five other protection projects in progress totaling over 3,000 acres of important wildlife habitats and working lands in the Green River Basin.

The landowners have another 229 acres adjacent to the current project and will sign a letter of intent to conserve the additional acreage at a future date. The project, as part of the greater landscape, offers significant potential to expand the number of permanently conserved acres in the Pinedale area, especially properties associated with wildlife habitat connected to the Pinedale Anticline and along the New Fork River. There are opportunities for additional conservation easements in the area, and nearby landowners have already started reaching out to express interest.

#### **LIST ALL PROJECT PARTNERS/COOPERATORS, THEIR ROLES AND/OR CONTRIBUTIONS:**

Jackson Hole Land Trust- Protection project administration, fundraising, conservation easement drafting and recording, conservation easement stewardship and monitoring

Leslie Hagenstein and Valerie Lee- Landowners, conservation easement stewardship, matching funds

Natural Resource Conservation Service, matching funds (all funder amounts in budget section below)

Wyoming Wildlife and Natural Resource Trust, matching funds

Wyoming Governor's Big Game License Coalition, matching funds



Ducks Unlimited, matching funds

Cinnabar Foundation, anticipated matching funds

**PROJECT MONITORING AND REPORTING:** (describe how monitoring and reporting will be done, and how it relates to the objectives)

All conservation easements established with the JHLT are subject to annual on-site monitoring and documentation in accordance with Standards and Practices set by the national Land Trust Alliance organization that the JHLT is accredited by. Furthermore, easement agreements include terms for landowners to correspond with the JHLT when considering any actions that may impact conservation values so the land trust can provide guidance to landowners to avoid impacts as much as possible.

**RESEARCH POTENTIAL:** (describe the research potential of the project)

N/A

**PERMITS AND AUTHORIZATIONS REQUIRED PRIOR TO PROJECT IMPLEMENTATION:** (including but not necessarily limited to the following)

PERMIT OR AUTHORIZATION	REQUIRED		SUBMITTED		APPROVED	
	Yes	No	Yes	No	Yes	No
Cultural Resource Inventory		X				
COE Section 404 Permit		X				
Cooperative Agreement(s)		X				
NEPA Analysis		X				
Pesticide Application Permit		X				
Private Landowner Agreement(s)	X		X		X	
Sensitive Species Clearance		X				
Surface/Ground Water Permits		X				
T/E Species Clearance		X				
Other (explain)						

**TOTAL PROJECT COST:** (attach detailed budget)

Project Planning and Design	\$ 27,700
Project Implementation	\$2,920,000
Project Operation and Maintenance	\$44,250
Total Required	\$2,991,950

**MATCHING FUNDS ANTICIPATED IN CASH** (list source and amount)

\$16,250 Expected Transactional Costs to be paid by JHLT (0.5%)

\$14,250 Stewardship Gift requested from landowners (0.5%)

\$730,000 easement value donated by landowners (24.4%)

\$2,190,000 CE purchase price made up of the following:

- \$1,460,000 awarded from Natural Resource Conservation Service (48.8%)
- \$395,000 awarded from Wyoming Wildlife and Natural Resource Trust (13.2%)
- \$25,000 awarded from WGBGLC (0.8%)
- \$500 anonymous gift (0.1%)
- \$25,000 awarded from Ducks Unlimited (0.8%)
- \$184,500 requested from Cinnabar Foundation (6.2%)
- Amount requested from PAPO indicated below (\$100,000)

Total Cash Anticipated: \$2,850,500 (95.3%)

**ANTICIPATED “IN KIND” MATCHING FUNDS** (list source, valuation, and valuation method)

Estimated In-Kind Matching Funds:

A. 215 Hours Projected JHLT Staff and Legal Time - \$11,450 (0.4%)

i. Fundraising & Communication 5 Hrs @ \$30/Hr = \$150

ii. Legal 10 Hrs @ \$450/Hr = \$4,500

iii. Protection 120 Hrs @ \$34/Hr = \$4,080

iv. Stewardship 80 Hrs @ \$34/Hr = \$2,720

B. Projected Annual Stewardship Costs X 20 years @ \$1,500/yr = \$30,000 (1%)

Total In-Kind = \$41,450 (1.4%)

**PERCENTAGE OF FUNDING ON HAND OR COMMITTED: 90.5%**

**TOTAL PAPO FUNDING REQUESTED: \$100,000 (3.3%)**

**EXPECTED/ANTICIPATED LIFE OF PROJECT (LOP)**

Perpetual   X   >50 Years \_\_\_\_\_ 25-50 Years \_\_\_\_\_ <25 Years \_\_\_\_\_

Explain Basis for Projected LOP:

Conservation easements are legal agreements that are tied to their specific properties in perpetuity once established. The JHLT is a nationally accredited land trust obligated to uphold the terms of the easement agreement through regular monitoring and correspondence with landowners in perpetuity.

**PROJECT TIMELINE AND ESTIMATED COMPLETION DATE: Please explain.**

If requested funding is granted, JHLT and the landowners will immediately move towards closing the conservation easement. Closing and recording is expected as early as July 2026.

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Map of Project   X   (scale of not less than 1" = 2,000 feet)  
 Project Design             
 Letters of Support   X    
 Management Plan            Long Term            Short Term             
 Monitoring Plan            Long Term            Short Term             
 Relevant Past Experience             
 Other   X   (please explain) Conservation easement template

## ADDITIONAL INFORMATION FOR PAPO CONSIDERATION:

The Green River Valley Program is the Sublette County based and focused branch of the Jackson Hole Land Trust. The Program office is located at 7 W Pine Street, Pinedale, Wyoming.

The Hagenstein family purchased the property in 1943. Leslie and Valerie Hagenstein are second generation inherited the agricultural operation. Leslie lives on and manages the ranch full-time. The family started out using the property as a dairy farm and then transitioned to cattle ranching and growing hay. The family continues to operate its ranch and supports wildlife by maintaining habitat services.

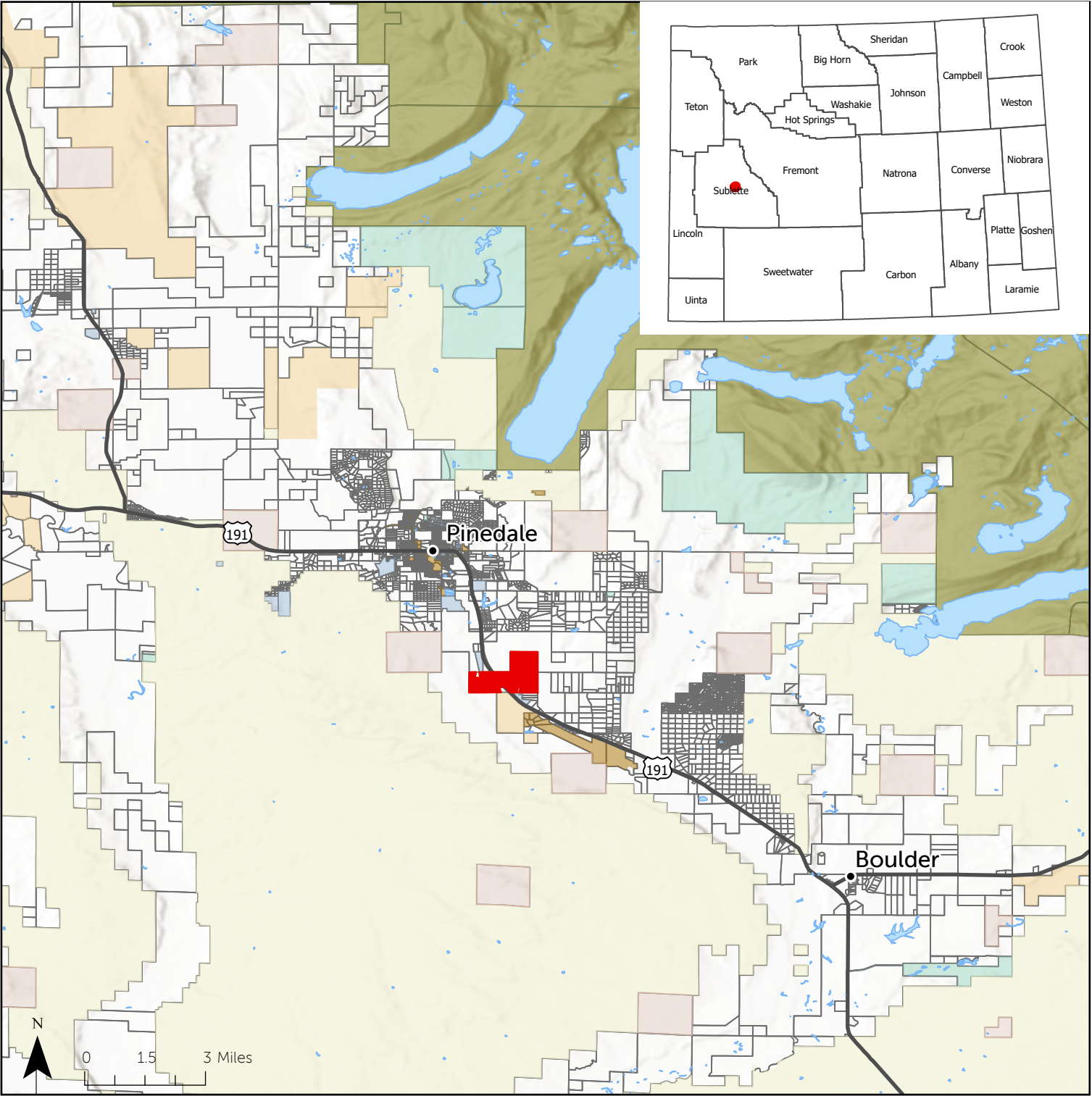
The Green River Valley Program knows that the PAPO Board has been a contributor in conserving and restoring wildlife habitats in our region, and we hope that you will consider partnering with us to secure this important conservation Property for the benefit of the community and the fragile New Fork River corridor that we recreate in and cherish.

ACKNOWLEDGEMENT: This project and requested funding is subject to approval by the Pinedale Anticline Monitoring and Mitigation Board of Directors

Signed by:  
  
 3BC5F80517C7473... 1/30/2025

Signed  
Madison Harper  
 Printed Name  
Conservation Project Manager  
 Title  
January 29<sup>th</sup>, 2025  
 Date

# Hagie's Haven, LLC - Locator







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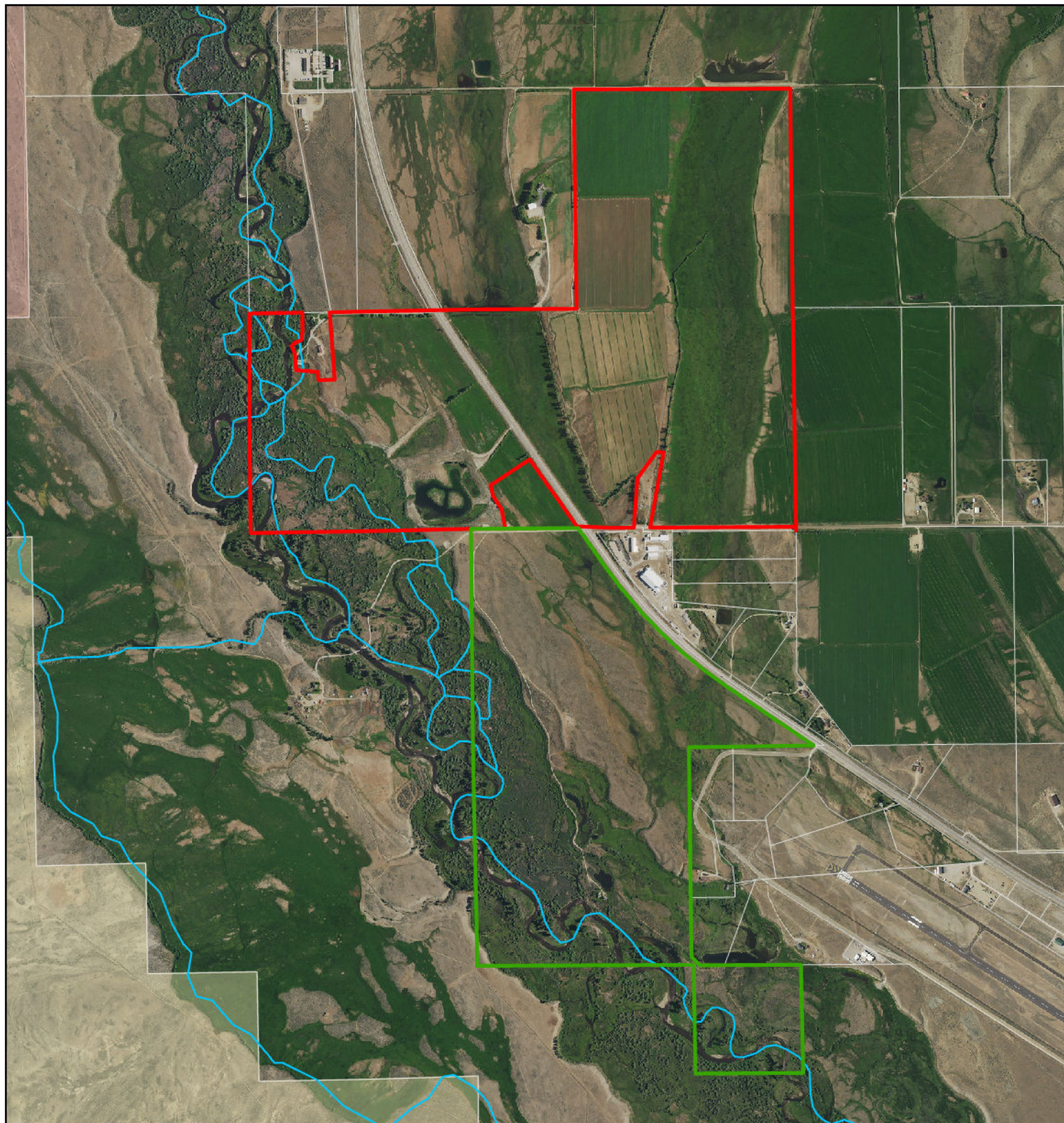


Jackson Hole Land Trust  
P.O. Box 2897  
690 S Highway 89  
Jackson, WY 83001  
307-733-4707  
[www.jhlandtrust.org](http://www.jhlandtrust.org)

-  Hagie's Haven, LLC CE
-  Private Parcels
-  JHLT Easements
-  Town of Pinedale
-  Sublette County

-  State of Wyoming Land
-  Bureau of Land Management
-  National Forest
-  Wyoming Game and Fish





## The Haven Conservation Easement (539.8 acres)



Green River Valley Program  
P.O. Box 1580  
Pinedale, WY 82941  
(307) -367-7007  
[jmlandtrust.org/grvp](http://jmlandtrust.org/grvp)

- The Haven
- GRVP Conservation Easements

- New Fork River Crucial Stream Corridor
- Ownership

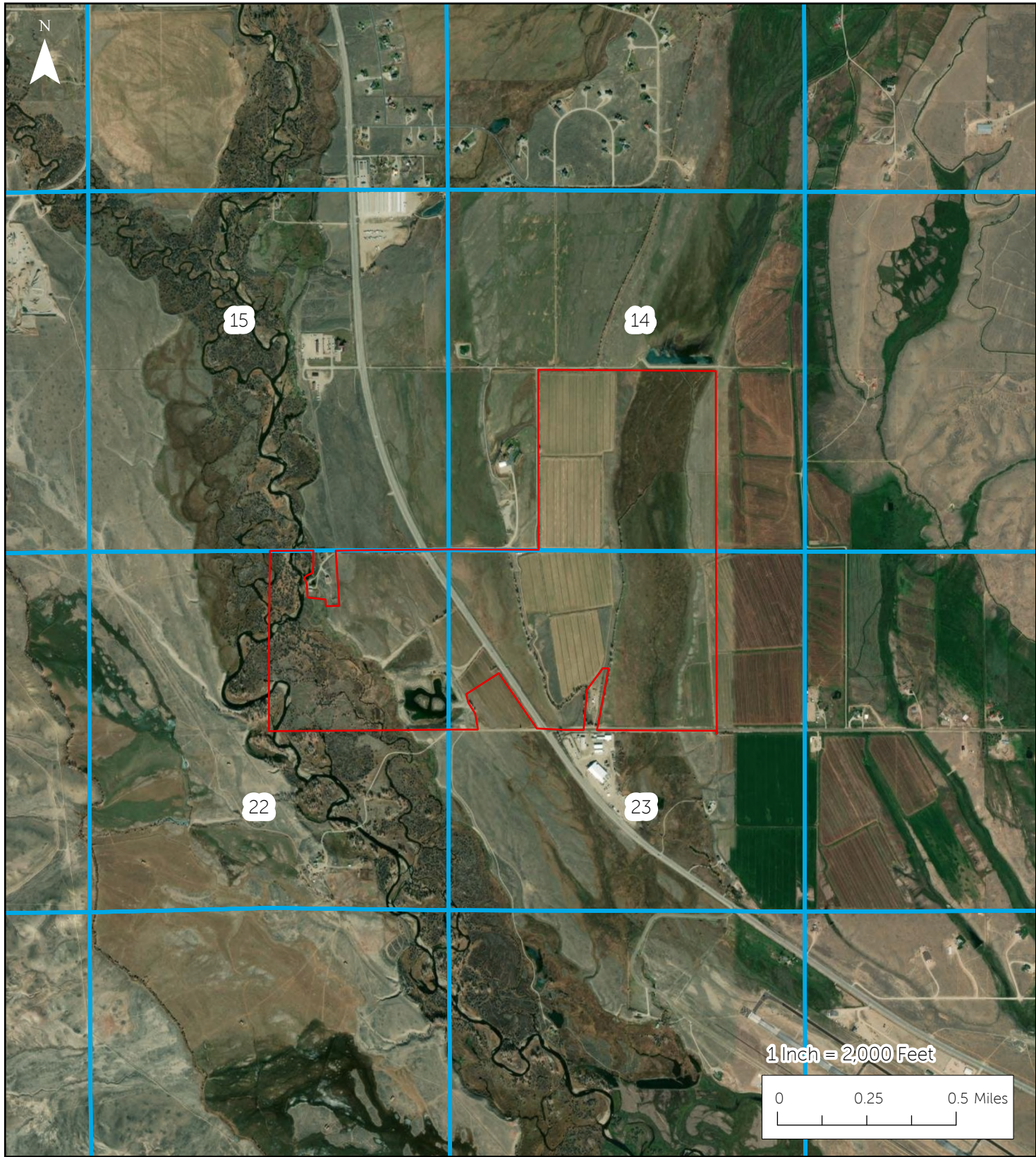
- BLM
- OSLI



1:20,000



# Hagie's Haven, LLC - Legal Location



1/8/2024



Jackson Hole Land Trust  
P.O. Box 2897  
690 S Highway 89  
Jackson, WY 83001  
307-733-4707  
[www.jhlandtrust.org](http://www.jhlandtrust.org)



Hagie's Haven, LLC CE



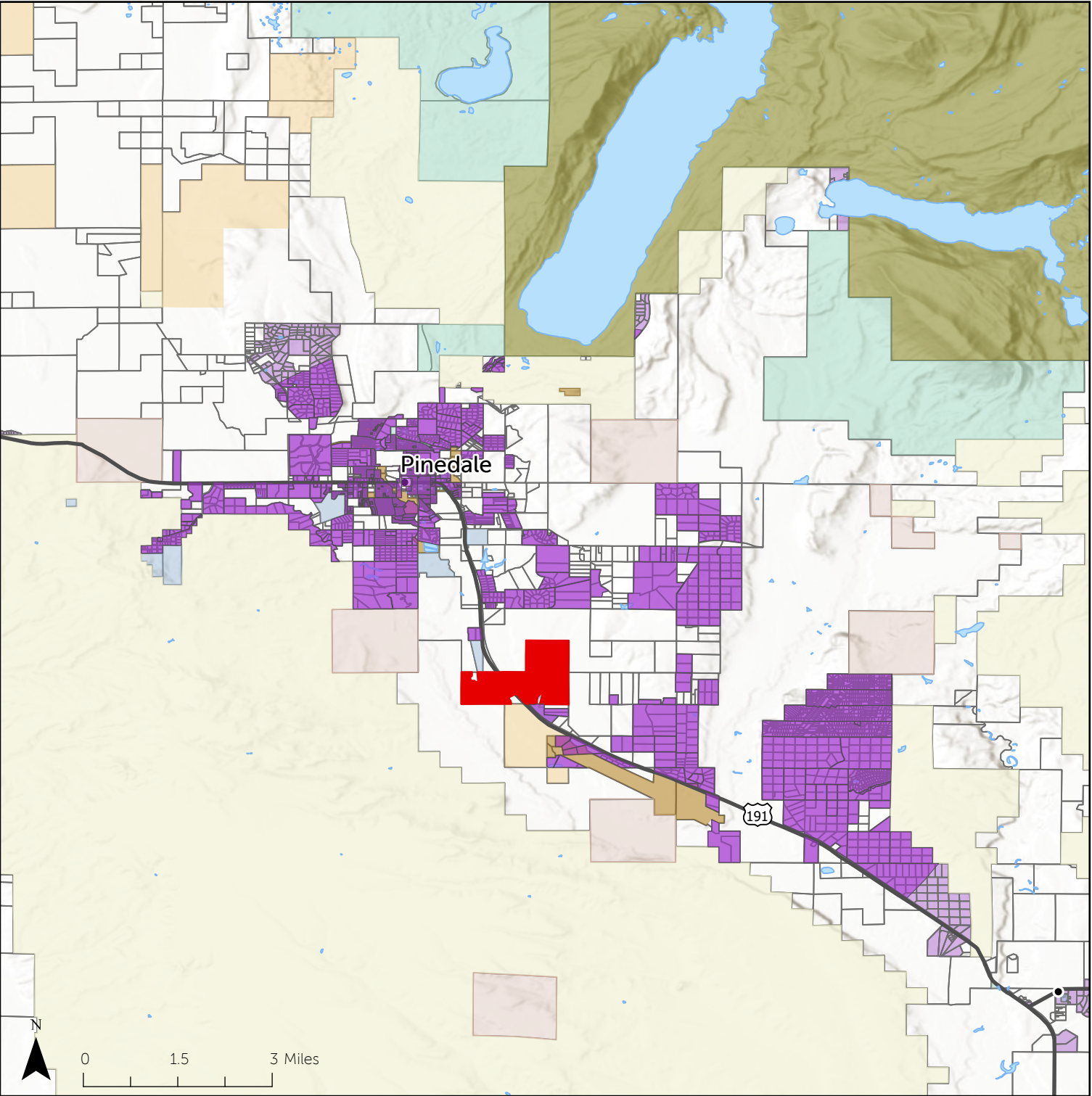
Section



Township  
Not available at this scale  
Property is in 33N-109W








# Hagie's Haven, LLC - Development Pressure









1/8/2024



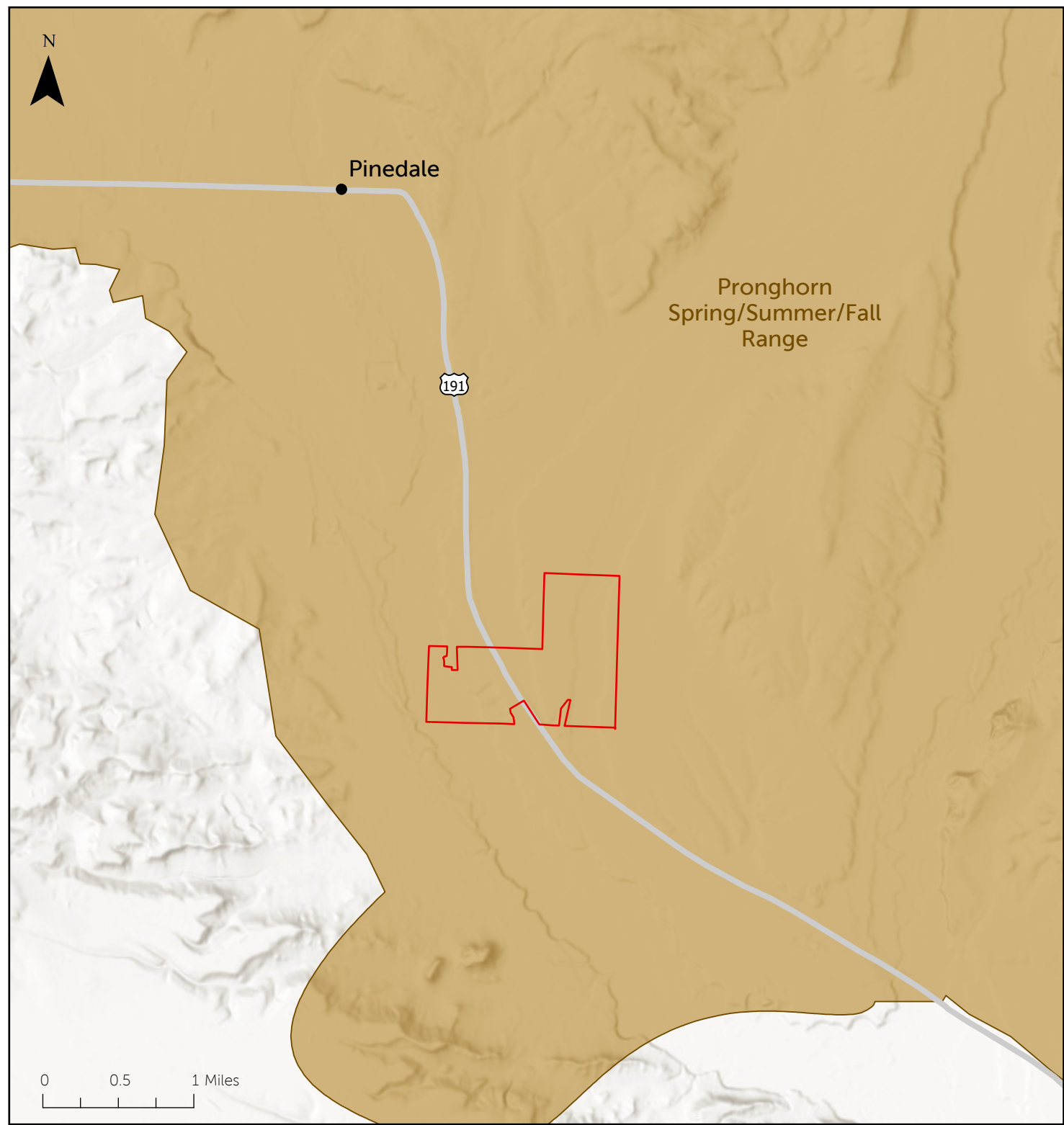
Jackson Hole Land Trust  
P.O. Box 2897  
690 S Highway 89  
Jackson, WY 83001  
307-733-4707  
[www.jhlandtrust.org](http://www.jhlandtrust.org)

-  Hagie's Haven, LLC CE
-  Subdivisions (5 mi radius of The Haven)
-  Subdivisions
-  Private Parcels
-  JHLT Easements

-  Town of Pinedale
-  Sublette County
-  State of Wyoming Land
-  Bureau of Land Management
-  National Forest
-  Wyoming Game and Fish





# Hagie's Haven, LLC - Wildlife Values



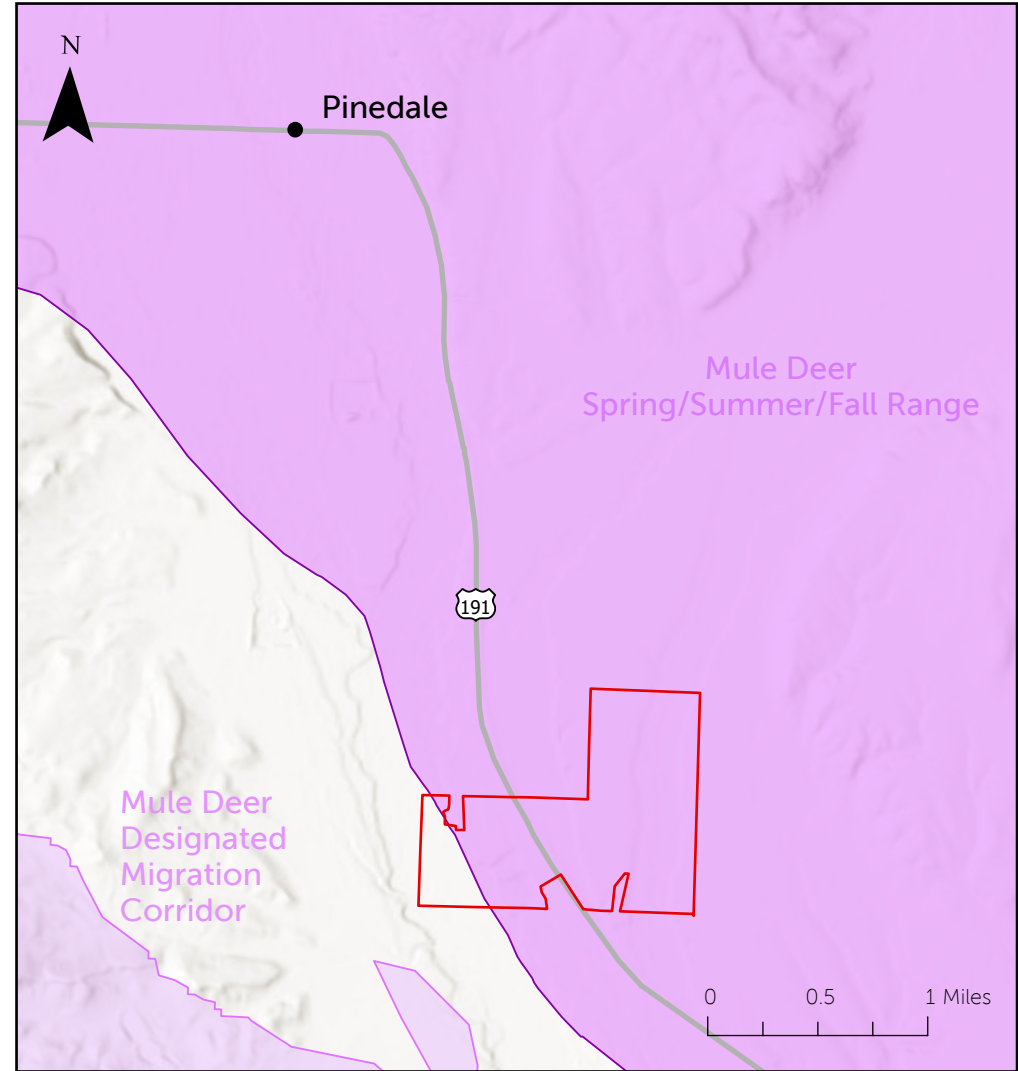
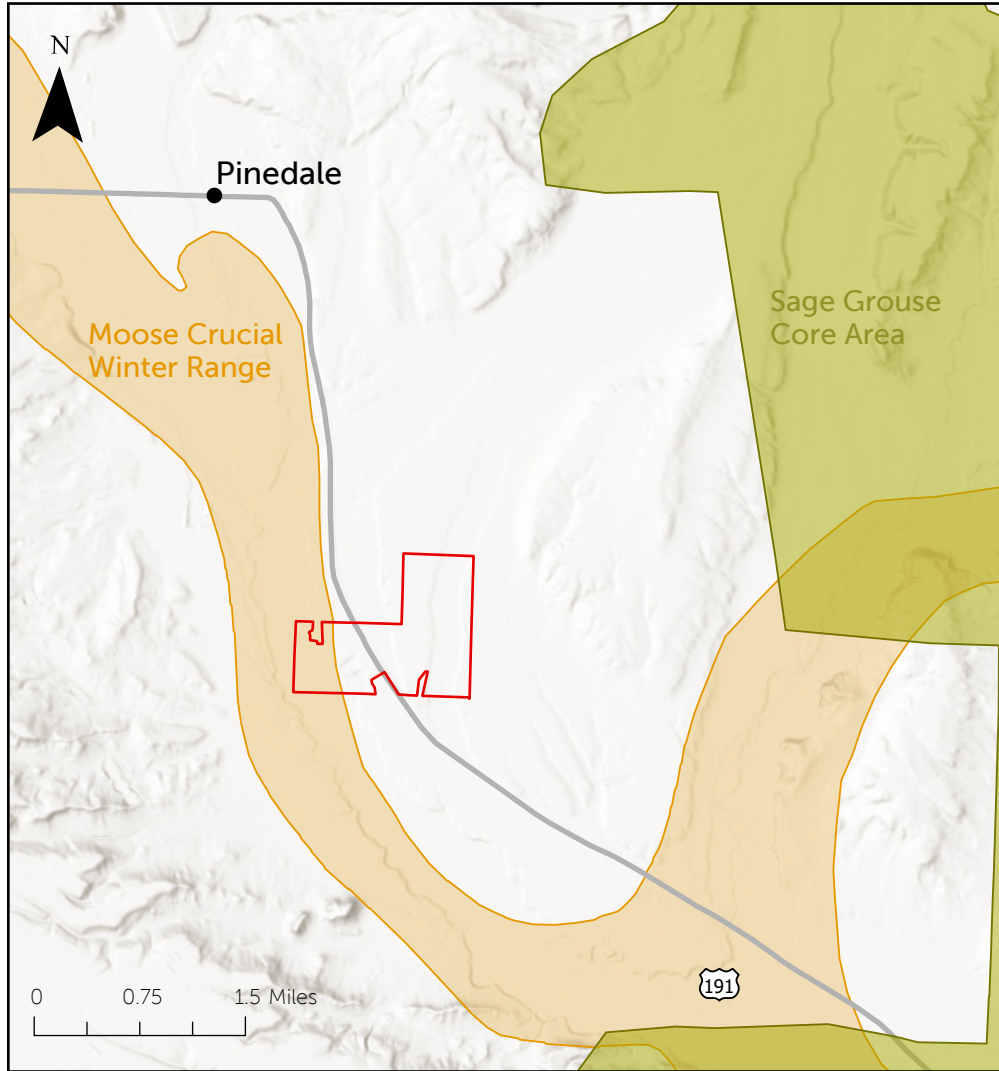
1/8/2024



Jackson Hole Land Trust  
P.O. Box 2897  
690 S Highway 89  
Jackson, WY 83001  
307-733-4707  
[www.jhlandtrust.org](http://www.jhlandtrust.org)

-  Hagie's Haven, LLC CE
-  Pronghorn Spring/Summer/Fall Range


# Hagie's Haven, LLC - Wildlife Values



1/8/2024




Jackson Hole Land Trust  
P.O. Box 2897  
690 S Highway 89  
Jackson, WY 83001  
307-733-4707  
[www.jhlandtrust.org](http://www.jhlandtrust.org)

 Hagie's Haven, LLC CE

 Moose Crucial Range

 Sage Grouse Core Area

 Mule Deer Designated Migration Corridor

 Mule Deer Spring/Summer/Fall Range



# Wyoming Game and Fish Department

*Conserving Wildlife, Serving People*

Governor Mark Gordon • Director Angi Bruce

## Commissioners

Richard Ladwig, President  
Mark Jolovich, Vice President  
Rusty Bell  
Ralph Brokaw  
Ashlee Lundvall  
John Masterson  
Kenneth D. Roberts

January 30, 2025

Madison Harper  
Conservation Project Manager  
Jackson Hole Land Trust  
Green River Valley Program  
PO Box 1580  
Pinedale, WY 82941

Dear Madison,

The Wyoming Game and Fish Department (Department) is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Conservation easements compensate willing landowners for their rights to develop their lands and are often valid in perpetuity. Thus, conservation easements are pursuant to the Department's mission by ensuring that conserved lands remain available for wildlife habitat, while also providing for recreation and traditional uses like forage and livestock production.

The proposed Hagies Haven, LLC easement consists of 539.8 acres in Sublette County approximately 2 miles south of the town of Pinedale. The property borders a 352 acre conservation easement to the south, contains about ½ mile of the New Fork River, and overlaps several critically important wildlife habitats. Securing a conservation easement on the property would ensure that these important wildlife habitats remain undeveloped.

### **Terrestrial Wildlife Values:**

The willow bottoms along the New Fork River within the proposed conservation easement are crucial winter yearlong habitat for Sublette herd moose, and the upland portions of the property are spring/summer/fall habitat for Sublette pronghorn. Pronghorn captured on the Pinedale Anticline have utilized habitats on the proposed easement. Riparian areas along the New Fork River and irrigated pastures on the property provide brood rearing habitat for sage grouse, along with foraging areas for waterfowl and habitat for neotropical songbirds. Sage grouse collared on the Pinedale Anticline have been documented to use the property. Permanent protection of the property would ensure continued functionality of the diverse terrestrial habitat present and continued support of the known terrestrial wildlife values.

### **Aquatic Wildlife Values:**

Several Department identified aquatic habitat areas overlap this property, including the Upper Green River wetland complex, the New Fork River riparian corridor and the New Fork River restoration area. Collectively, efforts to protect this property in perpetuity would be valuable in the conservation of numerous native aquatic and riparian-dependent species, and a valuable suite of introduced sport fishes. The stretch of the New Fork River overlapping this property in part, constitutes one of the few blue ribbon streams in western Wyoming. This designation is given to

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rivers and streams in Wyoming supporting greater than 600 pounds of trout per mile. Blue ribbon streams represent the top 3 – 5 percent of rivers or streams in the state for trout production. In addition, the department has previously invested in stream habitat restoration within the New Fork River restoration area, downstream of the proposed conservation easement. Further conservation of riparian habitat within the restoration area would enhance the value of these investments.

The Department applauds the decision of the current landowner to move forward with permanently protecting the diverse habitats on their property from future development by enrolling their acreage in a conservation easement. Additionally, the landowner has expressed their willingness to enroll additional acreage into an easement in the future.

Sincerely,



Brandon Scurlock, Wildlife Management Coordinator, Wyoming Game and Fish Department

BS/al/rc

cc: John Lund, WGFD Pinedale Wildlife Supervisor  
Jordan Kraft, WGFD Big Piney Game Warden  
Dean Clause, WGFD Pinedale Wildlife Biologist  
Troy Fieseler, WGFD Terrestrial Habitat Biologist  
Hilda Sexauer, WGFD Pinedale Fisheries Supervisor  
Pete Cavalli, WGFD Pinedale Fisheries Biologist  
Alex LeCheminant, WGFD Pinedale Fisheries Biologist  
Ross Crandall, WGFD Pinedale Habitat Protection Program Biologist



The Haven



In hand	The Haven Total Project Cost	\$	2,977,700	Total in hand	\$ 2,693,200	90.45	PAPO Request	\$100,000 (3.36%)
		Cash						
	Expense	Amount		% of Project Cost	Notes			
	Expected transactional costs to be paid by JHLT	\$	16,250	0.55				
	Easement value donation from landowners	\$	730,000	24.52				
	NRCS	\$	1,460,000	49.03				
	WWNRT	\$	395,000	13.27				
	WGBGLC	\$	25,000	0.84				
	Anonymous donation	\$	500	0.02				
	Ducks Unlimited	\$	25,000	0.84				
	Total cash in hand	\$	2,651,750	89.05	CE total cost = \$2,920,000			
		In-kind						
	Expense	Amount						
	JHLT staff and legal time (215 hours)	\$	11,450	0.38				
	Annual stewardship costs (20 years @ \$1,500/year)	\$	30,000	1.01	Includes landowner donation (\$14,250)			
	Total in kind in hand	\$	41,450	1.39				
Requested		Cash						
	Expense	Amount						
	Cinnabar Foundation	\$	184,500	6.20				
	PAPO (this request)	\$	100,000	3.36				
	Total cash requested	\$	284,500	9.55				

## CONSERVATION EASEMENT

### The Haven

This Conservation Easement (“Conservation Easement” or “Easement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among Hagie’s Haven LLC, a Wyoming limited liability company, with a mailing address of P.O. Box E, Pinedale, WY 82941-3040 (the “Grantor”), THE JACKSON HOLE LAND TRUST, a Wyoming non-profit corporation with a mailing address of P.O. Box 2897, Jackson, WY 83001 (the “Grantee”), and with a right of enforcement to the United States of America (the “United States”), acting by and through the United States Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”) on behalf of the Commodity Credit Corporation (“CCC”). The State of Wyoming is also a beneficiary of certain rights under the terms of this Easement. The Grantor and the Grantee are sometimes referred to in this Easement individually as the “Party” or collectively as the “Parties.”

### A. RECITALS

1. The Grantee is a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the “Code”). The purpose of the Grantee is to preserve and protect open space, and the scenic, ranching, agricultural, and wildlife values as described herein. The Grantee is qualified to acquire and hold conservation easements under Section 170(h)(3) of the Code. Grantee is also authorized to hold conservation easements pursuant to the provisions of the Wyoming Uniform Conservation Easement Act, Wyo. Stat. Ann. Sections 34-1-201 through 34-1-207 (the “Act”).

2. The Grantor is the owner in fee simple of real property, consisting of approximately 539.80 acres in size, in Sublette County, Wyoming, more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (the “Property”).

3. This Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (“ACEP”) 16 U.S.C. §3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Property. This Easement is also acquired, in part, by the Wyoming Wildlife Natural Resource Trust Fund of the State of Wyoming in accordance with the Western Governors’ Association Policy Resolution 05-19, which supports “voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values.” This Easement is also acquired, in part, through funding from the Wyoming Governors Big Game License Coalition (“WGBGLC”), ... **[add additional funders]**.

4. The Property has the following conservation values (the “Conservation Values”):

- (a) The Property contains significant, relatively natural, habitats for wildlife and plants, within the meaning of Section 170(h)(4)(A)(ii) of the Code, and Sections 1.170A-14(d)(1)(ii) and 1.170A-14(d)(3) of the Treasury Regulations promulgated under the Code (the “Regulations”). Specifically:
  - i. The Property is situated along the New Fork River, near the town of Pinedale in Sublette County, Wyoming. The habitats on the Property represent high quality examples of relatively natural terrestrial and aquatic communities which contribute to the ecological function of the area.

- ii. The Property contains ≈3,000 feet of natural and braided channels along the New Fork River, a Wyoming Game and Fish Department (“WGFD”) designated Blue Ribbon trout stream of national importance. The natural water course and riparian habitats along the New Fork River are important ecological areas for a diversity of plant and animal species.
  - iii. Soils and vegetation on the Property contribute to the ecological viability of the New Fork River, which is a tributary of the Green River, a major waterway in the western United States.
  - iv. The Property is adjacent to a Jackson Hole Land Trust Conservation Easement property to the south, adding conservation efforts along the New Fork River corridor.
  - v. The Property lies within WGFD designated crucial moose winter-yearlong seasonal range.
  - vi. The Property is located within areas designated by the WGFD Statewide Habitat Plan, including a Crucial Habitat Priority Area for the New Fork River, Upper Green River Wetlands, and Statewide Moose Crucial Range, as well as a Restoration Habitat Priority Area for the New Fork River Restoration Area, Green-New Fork Stream Restoration, Mule Deer Initiative, and Sublette Deer.
  - vii. The Property has historically been used for agricultural purposes and its protection supports the agricultural values of northwest Wyoming.
  - viii. U.S. Highway 191 runs through the Property, one of only two U.S. Highways in Sublette County, providing access to Pinedale and other neighboring communities. The open spaces on the Property provide considerable scenic benefit to the many residents, tourists, and travelers who pass by the Property.
- (b) The Property provides open space (i) pursuant to a clearly delineated Federal, state, or local governmental conservation policy and (ii) for the scenic enjoyment of the general public, within the meaning of Code Section 170(h)(4)(A)(iii) and Regulations Sections 1.170A-14(d)(1)(iii) & (iv) and 1.170A-14(d)(4). Specifically:
- i. Provides open space pursuant to two clearly delineated governmental conservation policies: (a) the Agricultural Conservation Easement Program (ACEP) (16 U.S.C. §§ 3865 et seq.) and (b) the Wyoming Wildlife and Natural Resource Funding Act (Wyo. Stat. Ann. §§ 9-15-101 et seq.).
  - ii. ACEP provides funding for the purchase of Conservation Easements for the purpose of protecting agricultural uses and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. § 3865(b)).
  - iii. The Wildlife and Natural Resource Funding Act (Wyoming Statutes §§ 9-15-101, et seq.), created an entity known as the Wyoming Wildlife and Natural Resource Trust Account Board (“WWNRT”). The WWNRT is empowered to disperse money for several delineated purposes related to conserving the many natural resources of the State of Wyoming (the “State”) and to act on



behalf of the State in certain matters relating to the WWNRT. Wyoming Statutes section 9-15-103(d)(ii) provides that the WWNRT is empowered to disperse money for the “preservation of open spaces by purchase or acquisition of development rights.”

- iv. This Easement is consistent with the Sublette County, Wyoming Comprehensive Plan (adopted December 16, 2003 and amended November 18, 2005) adopted goals and objectives which encourage the conservation of agricultural and ranch lands and related land uses through various voluntary and incentive-based programs and policies; discourage residential and recreational development on lands of high agricultural value; encourage migratory routes be kept open where possible; preserve the quantity and quality of wildlife and wildlife habitat and provide sustainable hunting and fishing opportunities; maintain viewsheds in areas of high scenic value.
- v. Provides open space for the scenic enjoyment of the general public because development of the Property would impair the scenic character of the local rural landscape and would interfere with a scenic panorama that can be enjoyed from areas around the Property that are open to and utilized by the public. The Parties understand that evaluating “scenic enjoyment” according to Regulations Sections 1.170A-14(d)(4)(ii) and 1.170A-14(d)(5)(iv)(A), requires consideration of all pertinent facts and circumstances germane to Grantor’s conveyance, including, among others, (a) the compatibility of the Property’s current land use with other land in the vicinity, (b) the degree of contrast and variety provided by the visual scene, (c) the openness of the land, (d) relief from urban closeness, and (e) the harmonious variety of shapes and textures.
- vi. By conserving the Property as open space pursuant to the clearly delineated governmental conservation policies listed above, and for the scenic enjoyment of the general public, the Parties intend this Easement to yield a significant public benefit and do not intend this Easement to permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land or the governmental conservation policy that is being furthered by Grantor’s bargain-sale conveyance of the Easement.

5. The baseline conditions of the Property are set forth in a Baseline Documentation Report (the “Inventory”), as set forth in Section C.5 of this Conservation Easement. The Inventory shall be maintained in the files of the Grantee, which Inventory, the Parties agree, provides an accurate representation of the Property as of the date of this Easement, and which is intended to serve as an objective baseline for monitoring compliance with the terms of this Easement.

6. The protection of the Property for open space and scenic values, ecological values, and wildlife habitat are of great importance to Grantor, Grantee, the people of Sublette County and the people of the State of Wyoming. Grantor and Grantee intend that the Property be maintained in a condition to allow for the protection of the open space, scenic values, ecological values and wildlife habitat of the Property in perpetuity.

7. Grantor wishes to convey to Grantee, and Grantee wishes to accept from Grantor, this Conservation Easement for the purpose of: (a) protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and

conservation values of the Property (the “Purpose of the ALE”), in perpetuity, (b) permanently preserving the Conservation Values, and (c) restricting the use of the Property to those uses that are consistent with preserving the Conservation Values (collectively, the “Conservation Purposes”).

8. Certain terms used herein have the respective meanings set forth in Article D of this Easement.

In consideration of the foregoing Recitals (which are incorporated into this Conservation Easement), the mutual promises and covenants contained in this Conservation Easement, and other good and valuable consideration contained herein, the Parties agree as follows:

## **B. THE CONVEYANCE**

1. *Conveyance of Conservation Easement.* Grantor voluntarily, irrevocably and unconditionally grants and conveys to the Grantee this Conservation Easement on the Property, pursuant to the provisions of the Act (Wyo. Stat. Ann. §§ 34-1-201 through 34-1-207) and as a “qualified conservation contribution” within the meaning of the Code and accompanying Regulations, for the Conservation Purposes, on the terms described below. This Conservation Easement shall be enforceable by the Grantee in perpetuity, and shall bind the Grantor in perpetuity.
2. *Mutual Consideration.* This Conservation Easement irrevocably conveys a real property interest in the Property to the Grantee. In exchange, the Grantee agrees to monitor the use of the Property and to enforce the restrictions on the use of the Property imposed by this Conservation Easement in perpetuity. The Parties recognize that acceptance of the responsibility to monitor and enforce such restrictions represents a substantial commitment of resources by the Grantee.
3. *Conservation Easement is a Real Property Right.* This Conservation Easement conveys from the Grantor to the Grantee certain property rights in the Property. These rights are defined by the list of reserved and prohibited uses below. By limiting the future use of the Property, the parties intend to permanently protect the Conservation Values of the Property for the benefit of the public.
4. *No Conveyance of Use Rights.* The Parties do not intend to create any rights of public access to the Property, or to convey to the Grantee, or any third party, any rights to the physical use of the Property, except as set forth in this Section B.4 and in Sections C.1.2, C.1.3, C.14.11, C.14.12, and C.14.13. However, the Grantee does acquire the right to prevent the Grantor from using the Property in ways that are inconsistent with the terms of this Conservation Easement, and the right to enter the Property for purposes of monitoring and enforcement, as set forth herein.
5. *Possession and Control.* The Grantor shall have the sole possession, control, and use of the Property, limited only by the right of the Grantee to monitor the Property and to enforce the provisions of this Conservation Easement, the State of Wyoming’s right of enforcement as set forth in Section C.14.12, and the United States’ right of enforcement as set forth in Section C.14.13.
6. *Restrictions to Run With the Land; One Parcel.* The terms and conditions of the Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all

of whom must comply with all terms and conditions of this Easement. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

7. *Warranty of Title.* The Grantor warrants (a) that it is currently lawfully seized of an indefeasible estate in fee simple in and to the Property, and has a good right and power to convey this Conservation Easement; (b) that the Property is currently free from all encumbrances except for matters of record in the Sublette County Clerk's Office that are currently legally enforceable; (c) that the Grantor will defend the title to the Property, and its right to convey this Conservation Easement against all persons who may claim title or challenge Grantor's right to make this conveyance; and (d) that there are no mortgages, liens, encumbrances, or other matters of record affecting the Property that would prevent the Grantee from enforcing the terms of this Conservation Easement.

## **C. EASEMENT TERMS**

### **1. Rights of the Grantee.**

To accomplish the Conservation Purposes, the affirmative rights conveyed to the Grantee by this Conservation Easement include the following:

1.1. *The Right to Preserve the Conservation Values.* The Grantee shall have the right to identify, preserve and protect in perpetuity the Conservation Values, and to advance the Conservation Purposes, subject to the terms of this Conservation Easement. Nothing in this Section shall be deemed to give to the Grantee the right to expand the Conservation Values beyond those defined herein or in the Inventory. In addition to any other notice specifically required in this Easement, Grantor shall provide reasonable notice to Grantee in writing prior to the exercise of any reserved right set forth in this Easement.

1.2. *The Right to Enter.* The Grantee shall have the right to enter the Property in order to monitor the use of the Property, and to enforce compliance with the terms of this Conservation Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with the proper uses being made of the Property or the Grantor's privacy at the time of such entry. Prior to any entry upon the Property, the Grantee shall give a minimum of seven (7) days written notice to at least one of the then-owners of the Property, subject to the provisions of Section C.1.3.

1.3. *Access Without Notice.* No notice to any Grantor regarding entry upon the Property shall be required if (a) the Grantee reasonably determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or threatened violation, of the terms and/or Conservation Purposes of this Conservation Easement, (b) the then-owner of the Property has not provided the Grantee with an address to which such notice can be provided, or (c) the United States must exercise certain rights as granted in C.14.13. In the event of such entry without notice, the Grantee shall limit its actions to those necessary to prevent, or mitigate, the violation, and the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon as reasonably practical. The United States' actions related to access are governed by Section C.14.13.

1.4. *Remedies.* The Grantee shall have the right to enjoin any activity on, or use of, the Property that violates the terms of this Conservation Easement, and to enforce the restoration of such areas or features of the Property that may be damaged by any such activity or use, and to seek and recover damages and costs, as provided in this Easement.

## 2. Limitation on Grantee's Rights.

2.1. Causes Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to, or change in, the Property, resulting from causes beyond the Grantor's control, including but not limited to: acts of trespassers, the unauthorized wrongful acts of third persons; natural changes such as climate, fire, flood, storm, earth movement, and tree disease; government action or changes to laws, regulations, or administrative policies; or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any such causes.

## 3. Rights Reserved by the Grantor.

The following uses, properly undertaken, are consistent with the Conservation Purposes, and are reserved by the Grantor, subject to the condition that such uses are undertaken in a manner that is consistent with the Conservation Purposes and other specific standards that may be provided in connection with a particular use, as described below. The existing uses of the Property, as documented in the Baseline Inventory, and the continuation of those uses, are consistent with the Conservation Purposes. In some cases, the right to undertake a reserved use is conditioned upon prior approval by the Grantee or the United States as specifically set forth in this Easement, in which cases notice and approval, in accordance with the provisions of Section C.6 below and any other provisions herein, are required.

3.1. Agricultural Uses. The provisions of this Easement and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Property, so long as the agricultural operations are consistent with the long-term viability of the Property and the Conservation Purposes. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Easement's protection of the Purpose of the ALE and Conservation Values. Allowed uses of the Property include the specific uses allowed in Section C.4.2(a)-(d) and the following activities subject to the qualifications stated below:

- (a) *Agricultural Production* – The production, processing, and marketing of livestock and agricultural products compatible with the Conservation Purposes are allowed provided these activities are conducted in a manner consistent with the terms of this Easement.

Livestock shall be grazed at a level to maintain existing vegetation with consideration given by Grantee to water and climate limitations. Agricultural activities shall be managed to protect the riparian and wetland habitat on the Property as well as the existing mix of native vegetation to the extent possible. If future advancements in technology enable different methods of realizing existing or reserved uses of the Property that support the Conservation Values, the Grantor shall have the right to implement those uses, provided that such implementation does not change limits on allowable building or other development, result in a sustained increase of traffic to or on the Property, or impair any of the Conservation Values or the Purpose of the ALE, as determined by the Grantee.

- (b) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Conservation Purposes.
- (c) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with

current, generally accepted best management practices for the sites, soils, and terrain of the Property.

3.2 Limitation on Impervious Surface. Impervious surfaces will not exceed one percent (1%) of the Property (approximately 5.39 acres), excluding NRCS-approved conservation practices. “Impervious surfaces” are defined as material that does not allow water to percolate into the soil on the Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

3.3. Agricultural Structures and Improvements. Consistent with all other provisions of this Section C.3, Grantor may construct, lease, locate, maintain, own, reconstruct, relocate, remove, renovate, repair, replace and use structures and improvements on the Property that are accessory to reserved agricultural uses, purposes, and activities, subject to the following:

- (a) Existing Agricultural Structures and Improvements. Grantor reserves the right to use existing agricultural structures and improvements on the Property such as, but not limited to, watering facilities for livestock, including stock water wells, lines, and stock tanks, headgates, culverts, open-sided hay sheds, loafing sheds, corrals, pens, facilities for the loading of livestock for transport from the Property, and windbreaks, provided, however, that to the extent an existing agricultural structure or improvement is relocated, reconstructed, or replaced, then it will be considered a new agricultural structure or improvement subject to the requirements of Section C.3.3.b. Existing structures and improvements are identified in the Inventory.
- (b) New Agricultural Structures and Improvements.
  - a. All new agricultural structures on the Property including, but not limited to, barns, sheds, enclosed riding arenas, and garages to be used solely for agricultural purposes, require the prior, written approval of the Grantee. Such approval shall be granted if determined in Grantee’s reasonable discretion that the new structures neither individually nor collectively substantially diminish or impair the Conservation Values or have an adverse impact on the Purpose of the ALE.
  - b. All new agricultural improvements on the Property including, but not limited to, cattle scales, watering facilities for livestock, including stock water wells, and stock tanks, pumps, pump houses, water lines, irrigation facilities, headgates, culverts, corrals, holding fields, pens, facilities for the loading of livestock for transport from the Property that do not require a foundation, and windbreaks may be used anywhere on the Property provided the improvements and location of such improvements do not individually nor collectively substantially diminish or impair the Conservation Values or have an adverse impact on the Purpose of the ALE.
- (c) Earth Disturbance and Storage. Areas disturbed for any work on any agricultural structure or improvement and all related site work must be reasonably contained and are subject to all provisions of Section C.3.17 and C.4.7. Areas disturbed for any such work that are not occupied by a permanent structure, or not used to further agricultural uses, purposes and activities, must be restored as provided in Section C.3.17.

3.4. Lighting. Lighting shall be installed in a matter consistent with the agricultural needs and compatible with the Conservation Purposes of this Easement. Notwithstanding the forgoing in this Section C.3.4, to the extent practical (a) the impact of lighting on the Conservation Values shall be minimized and (b) external lighting (including replacement lighting for existing fixtures) shall be ninety-degree horizontal cutoff downcast fixtures.

3.5. Construction Materials. All new construction and renovations must use non-reflective, earth-tone materials for exterior surfaces (windows are “non-reflective” for this purpose).

3.6. Fencing. Fences may be maintained and replaced, and new fences installed, if they are necessary for agricultural operations or other allowed uses on the Property or to mark boundaries of the Property. Maintenance, replacement and installation of fences must be conducted in a manner consistent with the Conservation Purposes. For all existing fences, Grantor reserves the right to maintain and repair the fences in their current location and current fence structure and construction. With regard to any new or replacement fencing on the Property, Grantor may construct or replace fencing on the Property for reserved agricultural uses or purposes or for the protection of any Conservation Value provided that fencing is compatible with the movement of wildlife across the Property. To the extent reasonably possible, Grantor shall notify Grantee thirty (30) days prior to the construction of new or replacement fencing. Repair of fencing does not require prior notice. Areas disturbed for such work not occupied by permanent fencing shall be restored as provided in Section C.3.17.

3.7. Utilities; Granting of Easements. Grantor may install, use, repair, remove, replace, and maintain utility systems on the Property, provided that such systems are within existing utility easements or rights of way subject to all provisions of Section C.3.17. All new utilities to serve agricultural structures permitted pursuant to Section C.3.3, including on-farm energy structures allowed under Section C.4.2.b, that neither individually nor collectively have an adverse impact on the Conservation Purposes, may be located on the Property with prior written approval of the Grantee. Prior written permission of the Grantee is required for the granting of any new easements or modification of any existing easements pursuant to the provisions of Section C.4.4. Other than existing utilities and utilities to be located within existing rights of way over which the Grantor has no control, utilities shall be located underground, except for junction boxes, meters, transformers, and other similar equipment that cannot be located underground, or where geological conditions make underground installation infeasible.

3.8. Water Rights. Grantor may construct, use, repair, replace, remove, relocate, and maintain headgates, ditches and other irrigation facilities necessary for reserved uses, and as necessary to manage water on the Property, provided that no water rights shall be abandoned or severed from the Property, or changed in type or location of use in any manner that would impair the Conservation Values as determined in the sole and absolute discretion of the Grantee. Such improvements are subject to the provisions of Section C.3.3.

3.9. Roads, Paths and Vehicle Trails. Grantor may use, maintain and repair the existing roads, vehicle trails and paths on the Property, all as shown in the Inventory; provided, however, that existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Property. New roads, paths and vehicle trails may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Property. Areas disturbed for any work on roads, vehicle trails, or paths are subject to the provisions of and shall be restored as provided in Section C.3.17. For purposes of this Conservation Easement, “road” shall mean a single-lane road, not exceeding twenty feet in width; “vehicle trail” shall mean a one or two-track, unpaved trail, not exceeding eight feet in width; “path” shall mean a dirt, gravel or wood-chip path not exceeding four feet in width for pedestrian, hiking, jogging, cross-country skiing or equestrian use.

3.10. Use and Parking of Vehicles. Grantor may use motorized vehicles, including snowmobiles and all-terrain vehicles, for access over existing roads and vehicle trails and as necessary in the accomplishment of the agricultural, habitat management, law enforcement and public safety, or other permitted uses of the Property, provided that no use of motorized vehicles creates impacts that are



detrimental to the Conservation Values. Use of motor vehicles off of existing roads and vehicle trails shall be limited to uses necessary (a) for fire suppression; (b) for emergency or severe weather winter access when ordinary vehicle access is not available; (c) for normal maintenance; (d) for reserved agricultural uses, (e) or as otherwise approved in writing by the Grantee in its sole discretion.

3.11. Planting of Vegetation. Grantor may plant and maintain non-invasive and non-noxious species appropriate to the reserved agricultural uses set forth in this Easement where the ranching or farming could be conducted, using current or future technologies and techniques, without infringing on the Conservation Purposes of this Easement; and to plant and maintain non-invasive and non-noxious species native to Northwest Wyoming in conjunction with a Habitat Enhancement in accordance with Section C.3.19.

3.12. Chemical Use. Grantor may use chemicals as appropriate for the control of noxious weeds and pests on the Property. Chemicals shall be used only in those amounts necessary for such purposes, and according to manufacturer's instructions.

3.13. Recreational Use. Grantor may use the Property for non-commercial, non-motorized recreational uses such as hiking, hunting, fishing, horseback riding, cross-country skiing, biking, wildlife observation, photography or other traditional non-motorized, recreational activities, provided that any such activities shall not require infrastructure not otherwise permitted by this Section C.3 or approved in writing by the Grantee, shall not adversely impact soils or agricultural operations on the Property, and such activities are consistent with the Conservation Purposes of this Easement.

3.14. Scientific Study. Grantor may use the Property for scientific study of wildlife, plant or animal habitat. Such activities are subject to all other provisions of this Easement.

3.15. Removal of Vegetation. Grantor reserves the right to clear vegetation as necessary (a) for the installation of reserved utilities, fences and agricultural structures and improvements, (b) for the construction and maintenance of reserved roads, vehicle trails and paths, (c) for fire prevention, (d) when removal will stop or prevent the spread of noxious weeds, insect infestation or disease; and (e) to carry out the agricultural uses reserved by this Easement. Prior to the removal of any vegetation pursuant to this Section, Grantor must obtain any approvals from Grantee if required by Section 3 for the underlying activity. The Grantor shall provide written notice to the Grantee prior to undertaking the activities described in provisions (c) and (d) of this Section C.3.16, provided that where time is of the essence, notice of emergency tree cutting for fire prevention in provision (c) may occur after such cutting occurs or when necessary to be in compliance with law.

3.16. Animal and Pest Control. Grantor may control animals and pests reasonably believed to have caused damage to persons or livestock using only selective methods limited in their effectiveness to individual animals. The use of cyanide, carbaryl, malathion, or other non-selective techniques is not permitted.

3.17. Surface Alteration. Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Property is prohibited, except for the following, which in each case shall be undertaken in accordance with the terms and conditions of this Easement:

(a) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(b) Erosion and sediment control pursuant to a plan approved by the Grantee;

(c) Soil disturbance activities required in the construction of approved structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Purposes; and

(d) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this Easement.

Any area disturbed by such work, as well as any significant or material surface alteration that occurs in connection with any other reserved activity, such as utility installation, fencing, road, vehicle trail or path maintenance, or otherwise, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition similar to the surrounding undisturbed land, or to such other condition as the Grantee may approve in writing.

3.18. Habitat Enhancement. Grantor may undertake Habitat Enhancement on the Property, but only after receiving advanced written approval of the Grantee, which approval shall be in the sole and absolute discretion of the Grantee. Such activity is subject to all other provisions of this Easement.

3.19. Signs. Signs are prohibited on the Property with the exception of signs to identify and advertise products or services provided by the farm or ranch, to prohibit trespassing, hunting, or fishing, and to identify the farm or ranch as a recipient of ACEP, WWNRT, and WBGGLC [additional funders??] funds and as a Jackson Hole Land Trust conservation easement property or as otherwise approved by the Grantee.

3.20. Other Uses. Grantor may make any other use of the Property not otherwise prohibited by this Easement that is consistent with the Conservation Purposes, provided that the Grantor shall obtain the written approval of the Grantee prior to undertaking such uses. No use may be approved pursuant to this Section C.3.20 unless the approval is consistent with the requirements set forth in Section C.14.10 for the amendment of this Conservation Easement.

#### **4. Prohibited Uses.**

Subject to the allowed uses in Section 3 above, the Grantor hereby relinquishes the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes, and are specifically prohibited, except in each case as expressly reserved in Section C.3 above:

4.1. Subdivision. Separate conveyance of a portion of the Property or division or subdivision of the Property.

4.2. Industrial or Commercial Uses. Industrial or commercial activities on the Property, except for the following:

(a) Agricultural production and related uses in accordance with the terms and conditions of this Easement;

(b) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Conservation Purposes and in accordance with the terms and conditions of this Easement;

(c) Temporary or seasonal outdoor activities or events that do not harm the Conservation Purposes; and

(d) Commercial enterprises related to agriculture or forestry including but not limited to agritourism and marketing of farm or forest products.

4.3. Impairment of Conservation Values. Using the Property in ways that would impair the Conservation Values and the Purpose of the ALE, or which would otherwise interfere with the essential scenic quality of the land or with the governmental conservation policy that is being furthered by the Easement, within the meaning of Regulations Section 1.170A-14(d)(4)(v).

4.4. Structures and Utilities. Construction, replacement, enlargement or placement of any utilities, structures, or improvements on the Property. The granting or modification of easements for utilities when the utilities will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

4.5. Removal of Vegetation. Removal, destruction, or cutting of native vegetation on the Property.

4.6. Alteration of Habitat. Alteration of Habitat, as defined in Section D “Definitions.”

4.7. Surface Alteration. Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Property.

4.8. Introduction of Non-native Species. Introduction of non-native plant or animal species on the Property, provided this prohibition shall not apply to agricultural uses reserved in this Easement.

4.9. Use of Chemicals and Hazardous Materials. Use of chemicals on the Property, except as expressly reserved in Section C.3. Treating, storing, disposing or releasing chemicals or Hazardous Materials (as defined in Section C.9.3) on, from or under the Property.

4.10. Roads, Trails and Paths. Construction of any roads, vehicle trails, or paths on the Property. The granting or modification of easements for roads when the road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

4.11. Use of Vehicles. Non-emergency use of motorized vehicles or aircraft on the Property.

4.12. Feedlots. Location or operation of feedlots, as defined in Section D “Definitions,” on the Property.

4.13. Surface and Subsurface Mineral Exploration and Extraction. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method from the Property. This includes consent to any mining or surface mining for minerals on the Property under Wyo. Stat. Ann. §§ 35-11-406(b)(xi) or (xii), or other applicable laws. No alteration of the existing topography for mineral exploration or extraction, including, but not limited to, grading, filling, soil removal, ditching or berming, and mining by strip or surface mining (including the extraction or removal of gravel or similar materials, whether or not deemed “minerals” under the law of the State of Wyoming), or any other method, and drilling and exploring for oil or gas or the recovery of coal-bed methane, is allowed on the Property.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Property at the time this Conservation Easement is executed, and their interests have not been subordinated

to this Conservation Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Conservation Easement and in a manner that will minimize the impact to the Conservation Values of the Property and the Conservation Purposes. Grantor shall request through reasonable efforts that all damaged or disturbed areas be restored or reclaimed to its original condition, to the extent possible, and that extraction facilities are to be concealed or otherwise located as to be compatible with existing topography and landscape to the extent practicable. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Conservation Easement are subordinate to the terms of this Conservation Easement and must incorporate by reference this Conservation Easement.

As required by Wyoming Statutes §§ 9-15-107 and 34-1-202, the Parties recognize that this Easement does not affect the rights of any third parties with an ownership interest in the mineral rights in the Property that pre-exist the recordation of this Easement, except as specifically set forth in this Easement and as specifically allowed by law.

4.14. Water Rights. Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee, in the discretion of the Grantee. The Grantor shall use its best efforts to retain any and all water rights, now or in the future, appurtenant to the Property.

4.15. Storage and Dumping. Outdoor storage of materials, and the long-term parking or storage of equipment or vehicles, and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property.

4.16. Watercourses. Manipulation, diversion, or other alteration of natural watercourses, or riparian areas, or any practice that degrades or destabilizes natural banks or shorelines.

4.17. Other Prohibited Uses. Using the Property in any and all other ways that are inconsistent with the Conservation Purposes, including, without limitation, the construction and maintenance of golf courses, sod farms, helicopter pads, and airstrips.

## **5. Inventory.**

The Inventory (as defined in Recital 5 above) describes the existing condition, character and labeled features of the Property. The Parties acknowledge the accuracy of the Inventory and acknowledge receipt of the Inventory prior to the execution of this Conservation Easement. The Inventory may be used to monitor compliance with the terms of this Conservation Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

## **6. Notice and Approval Requirements.**

6.1. Form of Notice. Any notices or other communications to be given under the terms of this Conservation Easement shall be in writing and shall be delivered either in person, by certified mail, overnight courier, by facsimile, or by electronic mail. Notices will be deemed to have been “given” (a) when actually delivered if personally delivered, (b) when delivered as confirmed by an official return receipt if sent by certified mail, (c) within two (2) business days of deposit with a courier if sent by U.S. Express Mail or commercial overnight courier, (d) when actually received if sent by U.S. Mail, (e) when sent, with a confirmation of delivery if sent by telephone facsimile, or (f) when received if sent by electronic mail. Such notices must be sent to the Parties’ respective addresses listed above, or such other address as a Party

may direct pursuant to the notice provisions of this Section. Notices shall be sent to the intended Party at the address provided in this document or such other address as a Party may provide to the other, pursuant to this Section. Notices to the United States shall be sent to: State Conservationist, United States Department of Agriculture, Natural Resources Conservation Services P.O. Box 33124 Casper, Wyoming 82602. Notices to the WWNRT will be sent to: Executive Director, Wyoming Wildlife and Natural Resource Trust, Hathaway Building, 1st Floor, 2300 Capitol Avenue, Cheyenne, Wyoming 82002. Notices to Ducks Unlimited will be sent to: 2525 River Road, Bismarck, North Dakota 58503.

6.2. Content of Notices. All notices required by this Conservation Easement requesting approval from Grantee shall be in writing, and shall provide sufficient information to allow the Grantee to determine whether the proposal is consistent with the Conservation Purposes.

6.3. Response by the Grantee. The Grantee shall, within sixty (60) business days from receipt, respond in writing to any request for approval by the Grantor made in compliance with this Section C.6. Grantee will use its good faith efforts to respond as early as possible within such sixty (60) business day period. For activities where express approval of Grantee is required, the Grantor shall not commence the activity described in the notice until such approval is obtained. Failure of Grantee to respond in writing within sixty (60) days shall be deemed to constitute denial by Grantee of any such request submitted for approval. A deemed denial shall be considered procedural, rather than substantive, and a new request for approval may be submitted without prejudice. In the event the Grantee objects to the proposed activity, it shall inform the Grantor in writing of the manner, if any, in which the proposed activity can be modified to satisfy Grantee's objections, at which time the Grantor may submit a revised proposal, and the Grantee shall review and respond to such revision in the same manner as to the original notice. Any objection by the Grantee to a proposed activity shall be based upon its reasonable opinion that the proposed activity is inconsistent with this Conservation Easement, or upon any specific standards provided for herein. The Grantee shall have reasonable discretion in determining whether or not a proposed activity is consistent with the terms of this Conservation Easement and any such standards. In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

## **7. Enforcement of this Conservation Easement.**

7.1. Right to Injunction. The Parties recognize that money damages or other non-injunctive relief may not adequately remedy a violation of the terms of this Conservation Easement. Therefore, any violation shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means. No bond, proof of damages or the inadequacy of other remedies shall be required in seeking injunctive relief.

7.2. Right to Restoration. The Grantee shall have the right to enforce the restoration of all Conservation Values damaged by activities that are not expressly authorized uses under Section C.3 of this Easement, and which are inconsistent with the Conservation Purposes. Such restoration shall restore the Conservation Values, as nearly as possible, to the condition in which they existed prior to any changes not allowed under the terms of this Conservation Easement.

7.3. Right to Recover Damages. In the event of a violation of the terms of this Conservation Easement, in addition to other remedies, the Grantee shall be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. In determining such damages the following factors, among others, may be considered: (a) the costs of restoration of the Property, and (b) the cost of purchasing a conservation easement containing terms comparable to the terms of this Conservation Easement on land in the vicinity of the Property, of a size, and with conservation values, roughly comparable to those of the Property.

7.4. Costs and Attorney's Fees. With regard to any action between Grantee and Grantor regarding this Easement, if Grantee is in substantial part the prevailing party, Grantee shall be entitled to recover all reasonable fees, expenses and costs (including fees of attorneys, consultants and experts) incurred by Grantee in administration of any dispute regarding this Easement. Administration of any dispute shall include but is not limited to mediation, arbitration, settlement or suit. With regard to any action between Grantee and Grantor regarding this Easement, if Grantee is determined to have deliberately and willfully violated the terms of this Easement, the Grantor shall be entitled to recover its costs, including, but not limited to reasonable attorneys' fees, expenses and court costs, provided that it is, at least in substantial part, the prevailing party in such action.

7.5. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values or Conservation Purposes, including the right to pursue all remedies and damages provided herein. The Grantor agrees to reasonably cooperate in such proceeding so long as Grantor does not incur any costs in doing so. The Grantee shall be solely responsible for all costs and expenses (including any attorneys' fees and court costs) with respect to any such action by Grantee against a third party.

7.6. Assignment of Trespass Claims. If the Grantor does not actively pursue any cause of action for trespass by third parties resulting in damage to the Conservation Values or Conservation Purposes, and if requested by the Grantee, the Grantor shall assign to the Grantee any such cause of action that may be available to the Grantor. The Grantor may condition such assignment to provide for diligent prosecution of any such action by the Grantee and division according to the proportionate values determined pursuant to this document, between the Grantee and Grantor of any recovery, over and above the Grantee's attorney's fees and expenses incurred, and costs of restoration of the Property, resulting from such action.

7.7. No Waiver. Failure by either Party to exercise the rights granted to it by this Conservation Easement, in the event of any violation of its terms, shall not be deemed to be a waiver of such Party's rights as to that or any subsequent violation. The Parties hereby expressly waive the defenses of laches, estoppel and prescription.

## **8. Payment of Costs, Taxes or Assessments.**

8.1. Payment of Costs. The Grantor shall bear all costs of operation, upkeep and maintenance of the Property.

8.2. Payment of Taxes. The Grantor shall be responsible for the payment of all real estate taxes and assessments levied upon the Property or this Conservation Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3. Indemnification. The Grantor shall indemnify the Grantee and all other Indemnified Parties (as defined in Section C.9.2) from any liability or expenses incurred by the Grantee in connection with the payment of the costs or taxes that are the subject of this Section C.8.

## **9. Indemnification from Damages.**

9.1. Rights and Control. The Parties acknowledge and agree that the Grantee has neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except



to enforce the restrictions provided for in this Conservation Easement), nor to maintain, or keep up the Property; the Grantor retains all such rights and control exclusively.

9.2. Indemnity. Grantor must indemnify and hold harmless Grantee, the State of Wyoming, the United States, and their respective board members, officers, employees, agents, and assigns (the “Indemnified Parties”) for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which Grantee, the State of Wyoming, and the United States may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor’s negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws (as defined in Section C.9.3).

9.3. Environmental Warranty. Grantor warrants that Grantor is in compliance with, and will remain in compliance with, all applicable Environmental Laws (as defined below). Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials (as defined below), as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee, the State of Wyoming, and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify the United States, the State of Wyoming, and the Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor’s indemnification obligation will not be affected by any authorizations provided by the Grantee, the State of Wyoming, or the United States to the Grantor with respect to the Property or any restoration activities carried out by Grantee on the Property; provided, however, that the Grantee is responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

The terms “Environmental Law” and “Environmental Laws” mean any and all Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

The term “Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

## 10. Assignment of Conservation Easement.

This Conservation Easement may be transferred by the Grantee, on the following terms and conditions:

10.1. Transfer Limited to Qualified Organizations. If the Grantee decides to transfer this Conservation Easement, or ceases to be a qualified organization under §170(h)(3) of the Code, then upon prior written consent from the United States, by and through each of NRCS and USFWS DBHC, and the State of Wyoming, it shall promptly transfer this Conservation Easement to a non-profit, non-governmental organization qualified under § 170(h)(3) of the Code that is able and willing to carry out the Conservation Purposes on the Property in perpetuity. It shall be a precondition to the transfer of this Conservation Easement that the transferee organization shall be required, and shall agree in writing, to carry out the Conservation Purposes in perpetuity.

10.2. Notice to the Grantor Prior to Transfer. The Grantee shall give thirty (30) days written notice to the then-owner of the Property prior to transferring this Conservation Easement, giving the then-owner the opportunity to object to specific potential transferee organizations and to express preferences. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding a transferee organization to receive this Conservation Easement, provided that such preference is made known to the Grantee within such thirty (30) day period, and provided that any suggested transferee organization meets the other criteria of this Section C.10.

## 11. Extinguishment and Termination of this Conservation Easement.

This Conservation Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request to terminate made by the Grantor or the Grantee, and only after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the Conservation Purposes of the Conservation Easement. Furthermore, this Conservation Easement may only be extinguished or terminated with written approval of the Grantee, the United States, and the State of Wyoming. Due to the Federal and State investment and interest in this Conservation Easement, the United States and the State of Wyoming must review and approve any proposed extinguishment, termination or condemnation action that may affect their interest in the Property. In the event that this Conservation Easement is extinguished or terminated as to all, or a portion of, the Property, the Grantee shall be entitled to a share of any proceeds resulting from the conveyance of the underlying Property on the terms contained in this Section C.11. This provision is required by §1.170A-14(g)(6)(ii) of the Regulations for a "qualified conservation contribution," and is intended by the Parties to comply with such Regulations, and to entitle the Grantee to all of the rights that such Regulations require that a "donor" grant to a "donee organization" with respect to a qualified conservation contribution.

11.1. Value of this Conservation Easement. This Conservation Easement constitutes a real property interest immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that this Conservation Easement, as of the date of conveyance, bears to the value of the Property as a whole at that time. With respect to a proposed extinguishment, termination, or condemnation action, the Grantee, the United States and the State of Wyoming stipulate that the fair market value of the Easement \_\_\_\_\_ percent (\_\_\_\_%), hereinafter the "Proportionate Share," of the fair market value of the Property. The Proportionate Share will remain constant over time. This Conservation Easement was acquired with federal funds through NRCS, with funds from the State of Wyoming, and Grantee. Therefore, the allocation of the Proportionate Share will be as follows: (a) to the Grantee or its designee, \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share; (b) to the United States, \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share; and (c) to the State of Wyoming, \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share.

11.2. Payment in the Event of Extinguishment. In the event of an unexpected change in circumstances surrounding the Property that makes impossible or impractical the continued use of the Property for the Conservation Purposes, and any or all of the restrictions of the Conservation Easement are extinguished by a judicial proceeding, or if for any other reason this Conservation Easement is terminated as to all, or a portion, of the Property, the Grantee on a subsequent sale, exchange, or involuntary conversion (such as condemnation) of the Property, or any portion thereof, and prior to the payment of any costs or expenses or any other obligations associated with such sale, shall be entitled to a percentage of the proceeds of such sale, exchange or involuntary conversion, equal to its allocation of the Proportionate Share determined according to Section C.11.1.

If this Easement is extinguished, terminated, or condemned, in whole or in part, the Grantor must reimburse Grantee, the United States, and the State of Wyoming an amount equal to the Proportionate Share of the fair market value of the Property. The fair market value will be determined at the time all or a part of this Conservation Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards of Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee, the United States, and the State of Wyoming.

Any amounts to the State of Wyoming shall be payable to the Wyoming Wildlife and Natural Resource Trust, provided that if the Wyoming Wildlife and Natural Resource Trust is not then in existence, the amount due to the State of Wyoming shall be paid as directed by the Governor of the State of Wyoming. Until such time as the Grantee, the State of Wyoming, and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee, the State of Wyoming, and the United States each have a lien against the Property for the amount of the Proportionate Share due each of them.

If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States and the State of Wyoming for the amount of the Proportionate Share due to each of them.

11.3. Use of Proceeds by the Grantee. Any proceeds received by the Grantee pursuant to this Section C.11, and subsequent to payments to the United States and the State of Wyoming as described above, shall be used by the Grantee in a manner that is consistent with the Conservation Purposes, with an amount equivalent to \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share to be dedicated for use in similar land protection projects.

## **12. Notice to the Grantee of Property Transfer.**

The Grantor shall provide the Grantee with thirty (30) days written notice prior to conveying the Property or any portion thereof or interest therein. The notice shall include the name and address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Conservation Easement against any subsequent owner of the Property, or the validity of the conveyance.

## **13. Access and Control of Trespass.**

Nothing contained in this Easement shall be construed to give the public any right of access to, or use of, the Property, and the Grantors reserve the right to post the Property against trespassing, hunting, or fishing and to prosecute trespassers, subject to the provisions of Section C.7.6 above.

#### 14. Miscellaneous Provisions.

14.1. Severability. If any provisions of this Conservation Easement or the application thereof to any person, or circumstance, are found to be invalid, the remainder of this Conservation Easement, and the application of such provisions to other persons, or circumstances, shall not be affected.

14.2. Limitation on Liability. A Party's rights and obligations pursuant to this Conservation Easement shall terminate upon transfer of that Party's interest in the Conservation Easement, or in the Property whichever applies, except that liability for the acts or omissions of such Party during the time that such Party held an interest shall survive transfer of any such interest.

14.3. Recordation. This Conservation Easement shall be recorded in the Office of the Clerk of Sublette County, Wyoming, and may be re-recorded at any time.

14.4. Reference to Conservation Easement Required. Reference to this Conservation Easement shall be made in any subsequent deed, or other legal instrument, by which any interest (including a leasehold interest) in the Property is conveyed. Failure to provide this reference shall not in any way affect the validity or enforceability of this Conservation Easement against any subsequent owner of the Property.

14.5. Construction. This Easement will be construed according to the laws of the State of Wyoming and the United States of America. Notwithstanding, and regardless of any general rule of construction, Grantor and Grantee agree that this Easement will be liberally construed in favor of the grant to Grantee to affect the Conservation Purposes, and the policy and purpose of the Wyoming Uniform Conservation Easement Act. Grantor and Grantee also intend that the conveyance provided for in this Easement qualify under Code Section 170(h) as a "qualified conservation contribution" of a "perpetual conservation restriction" within the meaning accorded those phrases by Regulations Section 1.170A-14, for federal income, estate, and gift tax purposes. The provisions of this Easement shall be construed accordingly. Notwithstanding, Grantee does not provide any warranty or other assurance as to the deductibility of the interests conveyed by this Easement, and the provisions of this Easement are in no way conditioned upon such deductibility. If any provision of this Easement is found to be ambiguous, an interpretation consistent with advancing the Conservation Purposes and with qualification under Code Section 170(h), as above, shall be favored over any other interpretation. Neither Grantor nor Grantee shall be deemed the draftsman of this Easement or any part of this Easement, each having had the benefit of counsel of its own choosing in negotiating its terms.

14.6. Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Conservation Easement shall be the state court of general jurisdiction in Teton County, Wyoming. However, if any action involves the WWNRT, venue shall be in the First Judicial District Court of Wyoming in Laramie County, Wyoming.

14.7. Extinguishment of Development Rights. The Grantor hereby grants to the Grantee all of the development rights pertaining to the Property, except for those development rights expressly reserved by the Grantor herein. Development rights shall be deemed to include, but not be limited to, all development rights and development potential that are now or hereafter allocated to, implied, reserved or inherent in the Property or any portion thereof, including, but not limited to all subdivision and development density rights and potential and the right to use any of the acreage of the Property in any acreage calculation having the effect of creating, or contributing to, additional development on or off the Property, whether such rights exist now or in the future under federal, state or local law, or otherwise. The Grantor unconditionally and irrevocably relinquishes the right to transfer such development rights to any other property, or to use them for the purposes of calculating permissible lot yield, density, and development potential of the Property or

any other property. As an elaboration, but not in limitation, of the foregoing, for purposes of this Section C.14.7, the Property shall be considered non-existent for purposes of all development rights or development potential, or calculations pertaining thereto, of any and every nature, except as expressly reserved in this Easement.

14.8. Relation to Governmental Land Use Regulations. The restrictions imposed by the terms of this Easement are independent of any and all governmental regulations that apply to the use of the Property, including the Land Development Regulations of the Wyoming County where the Property is most significantly located, or where any particular portion of the Property at issue is located. The relationship between this Easement and any such regulations is such that, although the terms of this Easement and such regulations apply simultaneously to the Property, on a case-by-case basis, the more restrictive regulation or Easement restriction will govern the use of the Property. Grantor and Grantee intend this provision as a clarification of the relationship of the restrictions of the Easement and applicable governmental regulations only, and do not intend to, and do not, impose any additional restrictions on the use of the Property.

14.9. Control of the Property. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to "participate in management" of the Property, within the meaning of Environmental Laws.

14.10. Amendment This Conservation Easement is permanent and may be amended, in whole or in part, only if, in the sole and exclusive judgment of the Grantee and United States, by and through both the Chief of NRCS, and the State of Wyoming, by and through the executive director of the WWNRT, such amendment is consistent with the Conservation Purposes and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS and to the executive director of the WWNRT of any proposed amendments. Prior to the signing and recordation of the amended Conservation Easement, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through both the Chief of NRCS, and the State of Wyoming, by and through the executive director of the WWNRT. Any purported amendment that is recorded without the prior approval of both the State of Wyoming and the United States is null and void. Nevertheless, and regardless of whether any federal or state tax benefits were sought in connection with the original grant of this Easement, no amendment of this Easement shall be valid unless the action of the Grantee in consenting to such amendment satisfies all of the following requirements and restrictions:

- (i) compliance with the Grantee's amendment policy in place at the time of the amendment;
- (ii) compliance with applicable Wyoming state statutes and Section 170(h) of the Code;
- (iii) does not constitute private inurement or give rise to an impermissible private benefit under Section 501(c)(3) and other applicable provisions of the Code or the law of the State of Wyoming;
- (iv) shall not affect the status of Grantee as a "qualified organization" or "eligible donee";
- (v) has a neutral or positive effect on the Conservation Values, based on an evaluation of the effect of the proposed amendment on the Conservation Values by Grantee, in Grantee's sole and absolute discretion, or by an independent qualified person selected by Grantee;
- (vi) is consistent with the Conservation Purposes of the Easement and the perpetual protection of the Conservation Values;
- (vii) does not affect this Easement's perpetual duration;
- (viii) does not remove any of the Property from the Easement; and
- (ix) shall not result in less restrictive provisions of this Section C.14.10.

To determine lack of private inurement or impermissible private benefit, the Grantee may, in its sole and absolute discretion, require an appraisal of the economic impact of the proposed amendment by an appraiser selected by Grantee at the expense of the Grantor.

14.11. Third Party Beneficiaries. There are no third party beneficiaries to this Easement, except for the State of Wyoming, which, due to its payment towards the bargain purchase of this Easement, is made by the Parties a third party beneficiary of this Easement in accordance with Wyoming Statute § 9-15-103(n) and as described below in Section C.14.12, and except for the United States Department of Agriculture, an agency and Department of the United States Government, which has enforcement rights described below in Section C.14.13.

14.12. State of Wyoming right of Enforcement. Pursuant to Wyoming Statute § 9-15-103(n), the Parties grant the following rights to the State of Wyoming:

(a) The State of Wyoming has the right to enforce the terms of this Easement if the Grantee fails to enforce any of the terms of this Easement; and

(b) If this Easement is transferred for value, sold, or extinguished without the consent of the WWNRT, the State of Wyoming will have the right to either: (1) take legal action to enforce the terms of the Easement, or (2) recover from the proceeds of the transfer for value, sale, or extinguishment, the State of Wyoming's pro rata share of the proceeds that it provided for the creation of this Easement according to the provisions of Section C.11.

14.13. United States Right of Enforcement. Pursuant to 16 U.S.C. §3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Easement against the Grantor up to the amount of the United States contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Easement. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Property. Prior to its inspection of the Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantor at the earliest practicable time.

14.14. United States General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws (as defined in Section C.9.3) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State, or local laws, including all Environmental Laws (as defined in Section C.9.3).

14.15. Anti-Merger. If Grantee or any successor holder of Grantee's interests under this Easement acquires a fee interest in the Property, (a) this Easement shall not merge, and shall survive the deed and shall continue to encumber the Property in view of the public interest enforcement and (b) Grantee or such successor holder of Grantee's interests shall, as promptly as practicable, transfer Grantee's interests in this Easement to another holder in accordance with the guidelines established for transfer in Section C.10.

14.16. Subordination. Grantor certifies that all mortgages, if any, affecting the Property are subordinate to all rights of Grantee under this Easement, including the right of Grantee to its proportionate percentage of any of Grantor's interest in any (a) insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Property and (b) proceeds of any condemnation or involuntary taking, which is also subject to the provisions of Section C.11.

14.17. Binding Effect. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and all parties having or acquiring any right, title or interest in any portion of the Property.

14.18. Sovereign Immunity. The State of Wyoming and the WWNRT expressly reserve sovereign immunity by entering into this Easement and fully retain all immunities and defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and other applicable law.

## **D. DEFINITIONS**

The following terms shall have the respective meaning given to them below. Additional definitions are provided in the body of this Conservation Easement.

1. "Alteration of Habitat" shall mean any conversion of the existing relatively natural plant or animal habitat that is part of the Conservation Values to another form of plant or animal habitat.



2. "Code" and "Regulations" shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated under the Code, including references to comparable provisions of any subsequent revision of the Code and Regulations.
3. "Currently" or "existing" shall mean existing or current at the Effective Date of this Conservation Easement and as documented in the Inventory.
4. "Feedlot" shall mean an enclosed area where livestock is fed and fattened for commercial slaughter as opposed to the grazing of livestock on growing vegetation in open fields or pastures. "Feedlot" shall not be deemed to include the winter feeding of livestock in confined areas, or the keeping of horses in corrals.
5. "Grantee" shall mean The Jackson Hole Land Trust and its successors and assigns in title to this Conservation Easement.
6. "Grantor" shall mean the Grantor and the Grantor's successors in title to the Property.
7. "Habitat Enhancement" shall mean any manipulation of the physical or biological characteristics of the existing relatively natural plant or animal habitat for the purpose of supporting the Conservation Values of the Property, but such term shall not include any Alteration of Habitat.
8. "Impervious surface" shall have the meaning as assigned in Section C.3.2.
9. The term "reserved" shall mean a use of the Property that is expressly reserved by the Grantor as a right under the terms of this Conservation Easement.
10. The term "Section" shall refer to the referenced Section and all subsections of a Section, if any.
11. The term "ALE" shall refer to Agricultural Land Easement, a component of ACEP that has a specific purpose defined in this Conservation Easement as the "Purpose of the ALE."

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Conservation Easement the day and year first above written.

**GRANTOR:**

Hagie's Haven, LLC, a Wyoming limited liability company

By: \_\_\_\_\_

Name: Leslie Hagenstein

Its: Co-Owner

Hagie's Haven, LLC, a Wyoming limited liability company

By: \_\_\_\_\_

Name: Valerie Lee

Its: Co-Owner

STATE OF WYOMING }

ss.

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by Leslie Hagenstein and Valerie Lee, the Sole Owners of Hagie's Haven, a Wyoming limited liability company, on this \_\_\_\_\_, 2026.

WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of Wyoming  
My Commission Expires: \_\_\_\_\_

JACKSON HOLE LAND TRUST,  
a Wyoming nonprofit corporation

STATE OF WYOMING }  
 }  
 } ss.  
COUNTY OF TETON }

WITNESS, my hand and official seal.

**Exhibits:**

The Haven Conservation Easement  
Page 24 of 24

# PINEDALE ANTICLINE PROJECT OFFICE (PAPO)

1625 West Pine St.  
PO Box 768  
Pinedale, WY 82941

## 2025 PAPO APPLICATION FOR FUNDING

(Deadline for applicants is January 31, 2025. Use additional sheets if necessary)

### GENERAL PROJECT INFORMATION

**Project Name:** Pygmy rabbit distribution and occupancy in the Pinedale Anticline

**General Location** (distance and direction from nearest city/town, attach map if applicable):

Pinedale Anticline Project Area (PAPA) and Boulder, WY reference area

**Legal Location of Project:**

Sublette County: T36N, R113W, SEC 24, 25; T36N, R112W, SEC 25, 19, 30, 31;  
T36N, R111W, SEC 19, 20, 29, 30, 31, 32

**Surface Ownership** (check all that apply): Federal   X   State   X   Private   X  

\*\*If project includes a mix of federal, state and/or private lands, provide a breakdown for each ownership by acres and percent of total project area.

PAPA (198,037 acres)- Federal (BLM) 174,437 acres (88%); State (OSLI) 6,400 acres (3%);  
Private 17,200 acres (9%)

Boulder reference area (42,012 acres)- Federal (BLM) 42,012 acres (100%)

**Contact Information for Affected Parties of Agencies:**

Wyoming Game and Fish Department: Brandon Scurlock (307)367-5631, Zack Walker  
(307)332-7723 x239

BLM: Julianne Orban (307) 367-5300

### APPLICANT INFORMATION

**Name/Organization:** Wyoming Game and Fish Department

**Mailing Address** (include city, state and zip): PO Box 850, Pinedale WY 82941

**Daytime Phone:** (307)367-5629

**Fax:** (307)367-4403

**Email Address:** sydney.simmerman@wyo.gov

**Point of Contact** (if different from above): Sydney Simmerman

## PROJECT DESCRIPTION

**General Project Type** (check all that apply):

Land Use/Livestock \_\_\_\_\_

Land Use/Recreation \_\_\_\_\_

Cultural \_\_\_\_\_

Wildlife/Aquatic   X  

Air \_\_\_\_\_

Other \_\_\_\_\_

**Describe Project Proposal** (such as, mechanical treatments, water improvement, etc.)

Pygmy rabbits (*Brachylagus idahoensis*), a Species of Greatest Conservation Need (Native Species Status 3), were recently petitioned for listing under the Endangered Species Act. In January 2024, the U.S. Fish and Wildlife Service completed a 90-day review and initiated a 12-month status review. An updated evaluation of pygmy rabbit occupancy is necessary to assess current population trends and inform conservation efforts. To address this, the Wyoming Game and Fish Department (Department) will survey 400m x 400m grid cells across the pygmy rabbits' Wyoming range, including cells surveyed during previous statewide efforts in 2013 and 2019, following established protocols to estimate occupancy. If sufficient detections occur, covariates such as habitat alteration indices will be incorporated into models to guide management actions. Repeating these surveys will provide critical data to infer trends and support federal listing decisions.

The Department has established protocols for monitoring pygmy rabbit occupancy, and is typically conducted every 5 years. Statewide surveys were last conducted in 2019, thus a new survey is overdue to maintain the monitoring schedule, and increased importance of the occupancy surveys is necessitated by the ongoing status review. Understanding factors influencing occupancy trends is essential for pygmy rabbit conservation and management decisions. Occupancy data collected in 2026 will allow for trend analysis and evaluation of environmental covariates to inform recommendations during the federal listing process.

This proposal is requesting funding to support two field technicians for the 2026 season to conduct surveys that will follow established protocols in 45 grids throughout the Pinedale

Anticline Project Area (PAPA) and Boulder reference areas where previous pygmy rabbit monitoring was conducted using PAPO funds. Two observers will systematically search each 400 m x 400 m grid for signs of pygmy rabbits, such as burrows, runways, and fecal pellets, between January 1 and March 31, 2026. Grids previously surveyed will allow for direct trend comparisons. To prevent the spread of RHDV2, surveyors will follow strict biosecurity measures, including washing clothing and disinfecting equipment with a 10% bleach solution between sites.

***Total Project Acres*** (if applicable)

Pygmy rabbit occupancy and distribution will be mapped across the entirety of the PAPA and Boulder, WY reference area

***Acres Indirectly Affected*** (if applicable, explain)

The 2026 pygmy rabbit surveys will also occur across the entire distribution of the species in Wyoming, overlapping Fremont, Teton, Sublette, Lincoln and Sweetwater counties.

**WHAT ARE THE OBJECTIVES OF THE PROJECT?**

- 1.) Complete occupancy surveys for pygmy rabbits across their distribution in southwest Wyoming
- 2.) Compare occupancy results from this survey to previous statewide and PAPA surveys to document and evaluate population trends
- 3.) Analyze results and update species distributions and databases, including the WOS, SWAP, and Atlas of Birds, Mammals, Reptiles, and Amphibians in Wyoming

**HOW DOES THE PROJECT MEET THE PAPO STRATEGIC PLAN GOALS?** (please refer to the PAPO 2025 Ranking Score Sheet)

The proactive monitoring approach we propose aligns with **Goal 2, Objective 2**, which aims to minimize undesired trends by implementing Best Management Practices. By monitoring occupancy and detecting potential declines, timely interventions can be initiated, ensuring that necessary measures are taken before critical thresholds are reached. The established protocols for repeated surveys will facilitate collaboration with other stakeholders, including the Bureau of Land Management, allowing for a coordinated effort to monitor the long-term effects of funded conservation projects, fulfilling **Goal 2, Objective 3**.

The analysis of occupancy rates, coupled with habitat disturbance indices, will serve as a measurement system for evaluating habitat suitability and function for pygmy rabbits, addressing **Goal 3**. This will help assess the effectiveness of ongoing and future habitat mitigation projects and will support **Goal 3, Objective 1**, which focuses on evaluating habitat function on-site. Additionally, the survey results will guide habitat enhancement initiatives by

identifying areas where pygmy rabbit populations may be threatened, thereby directing efforts to improve or restore habitat quality in key regions affected by development fulfilling **Goal 3, Objective 2**. Overall, this survey project is strategically designed to support overarching conservation goals and ensure the survival of this Species of Greatest Conservation Need.

**HOW DOES THE PROJECT MEET THE 2025 PAPO PRIORITIES?** (please refer to the PAPO 2025 Ranking Score Sheet)

The proposed pygmy rabbit surveys represent a priority due to the species' status as a Species of Greatest Conservation Need and the increasing threats they face from habitat loss, disease, and development impacts in Wyoming. Pygmy rabbits are sagebrush (*Artemisia spp.*) obligates, relying on it for food, habitat, predator protection, and thermal cover. As a result, they are vulnerable to habitat loss from cumulative stressors such as invasive species, energy development, climate change, and rabbit hemorrhagic disease virus (RHDV2), which was detected in their Wyoming range in 2020, 2021, and 2023. This project would help support habitat protection, meeting the intent of the PAPA ROD. With ongoing federal listing reviews and the necessity for updated data to inform management decisions, these surveys will provide essential insights into current population trends and habitat conditions. Furthermore, these historically surveyed grids are located within both on-site and off-site designated project areas.

**WHAT ARE THE DIRECT AND/OR INDIRECT EFFECTS ON OTHER RESOURCES?**

Direct impacts on pygmy rabbits and their habitats have been detailed above. Indirect impacts include providing valuable insights into habitat alterations and disturbances that can inform land-use planning and development, ultimately promoting more sustainable practices for pygmy rabbits and other species within the ecosystem.

**WHAT IS THE POTENTIAL FOR FUTURE EXPANSION OF THE PROJECT?**

The Wyoming Game and Fish Department developed protocols in 2013 to monitor pygmy rabbit occupancy on a 5-year cycle. Conducting the next monitoring cycle in 2026 will ensure the continuation of this long-term study, with plans to maintain the 5-year rotation moving forward.

**LIST ALL PROJECT PARTNERS/COOPERATORS, THEIR ROLES AND/OR CONTRIBUTIONS:**

Wyoming Game and Fish Department: Project management, continued monitoring, grant acquisition. BLM: grant acquisition, monitoring assistance.



**PROJECT MONITORING AND REPORTING:** (describe how monitoring and reporting will be done, and how it relates to the objectives)

All monitoring will be documented and reported by WGFD to support adaptive management and analyze mitigation strategies. Monitoring will ensure the project's effectiveness and functionality for key species impacted by the PAPA. Re-surveying grids previously monitored will provide critical data to infer trends and support federal listing decisions. Reporting will aid the U.S. Fish and Wildlife Service in their status review for this species.

**RESEARCH POTENTIAL:** (describe the research potential of the project)

The results of this project's occupancy surveys will provide important information for a new research project investigating pygmy rabbit habitat and climatic associations in southwest Wyoming. Researchers from the University of Wyoming will be affixing radio transmitters to pygmy rabbits in southwest Wyoming and will measure both vegetation characteristics and temperatures in areas used and avoided by pygmy rabbits. Additional known pygmy rabbit locations resulting from this project can be used to validate researchers' models of pygmy rabbit habitat suitability. Known locations of pygmy rabbits may also be used to guide trapping efforts in the 2026 summer field season. Finally, population status of pygmy rabbits inferred from these occupancy surveys provides important context for researchers' conclusions, as they can discuss patterns in habitat selection relative to how occupancy rates in 2026 compare to previous years' surveys.

**PERMITS AND AUTHORIZATIONS REQUIRED PRIOR TO PROJECT IMPLEMENTATION:** (including but not necessarily limited to the following)

PERMIT OR AUTHORIZATION	REQUIRED		SUBMITTED		APPROVED	
	Yes	No	Yes	No	Yes	No
Cultural Resource Inventory		X				
COE Section 404 Permit		X				
Cooperative Agreement(s)	X		X		X	
NEPA Analysis		X				
Pesticide Application Permit		X				
Private Landowner Agreement(s)	X			X		X
Sensitive Species Clearance	X		X		X	
Surface/Ground Water Permits		X				
T/E Species Clearance	X		X		X	
Other (explain): WGFD Chapter 33 Permit, WGFD USFWS Section 6 Agreement						

**TOTAL PROJECT COST:** (attach detailed budget)

Project Planning and Design           \$ \_\_ 0.00 \_\_\_\_  
 Project Implementation               \$ \_\_ 30,000.00 \_\_\_\_  
 Project Operation and Maintenance   \$ \_\_ 94,280.00 \_\_\_\_  
 Total Required                         \$ \_\_ 124,280.00 \_\_\_\_

**MATCHING FUNDS ANTICIPATED IN CASH** (list source and amount)

USFWS State Wildlife Grant Funding for rangewide surveys, \$75,000.00

**ANTICIPATED “IN KIND” MATCHING FUNDS** (list source, valuation, and valuation method)

WGFD will contribute technician supervision (300 hours, \$10,680), vehicle use (3 vehicles, 3 months, \$7,200), and travel costs (up to 5 days per technician, \$1,400)

**PERCENTAGE OF FUNDING ON HAND OR COMMITTED** 76%

**TOTAL PAPO FUNDING REQUESTED:** \$30,000.00 (24% of total project costs)

**EXPECTED/ANTICIPATED LIFE OF PROJECT (LOP)**

Perpetual \_\_\_\_\_ >50 Years \_\_\_\_\_ 25-50 Years \_\_\_\_\_ <25 Years   X  

Explain Basis for Projected LOP:

Surveys are repeated every 5 years for inference on pygmy rabbit population status

**PROJECT TIMELINE AND ESTIMATED COMPLETION DATE: Please explain.**

Surveys will take place January through March of 2026.

**ATTACHMENTS AND SUPPORTING DOCUMENTATION**

Map of Project   X   (scale of not less than 1" = 2,000 feet)

Project Design   X  

Letters of Support \_\_\_\_\_

Management Plan \_\_\_\_\_ Long Term \_\_\_\_\_ Short Term \_\_\_\_\_


Monitoring Plan \_\_\_\_\_ Long Term \_\_\_\_\_ Short Term \_\_\_\_\_

Relevant Past Experience \_\_\_\_\_

Other \_\_\_\_\_ (please explain)

**ADDITIONAL INFORMATION FOR PAPO CONSIDERATION:**

ACKNOWLEDGEMENT: This project and requested funding is subject to approval by the Pinedale Anticline Monitoring and Mitigation Board of Directors



Signed \_\_\_\_\_

  Sydney Simmerman  

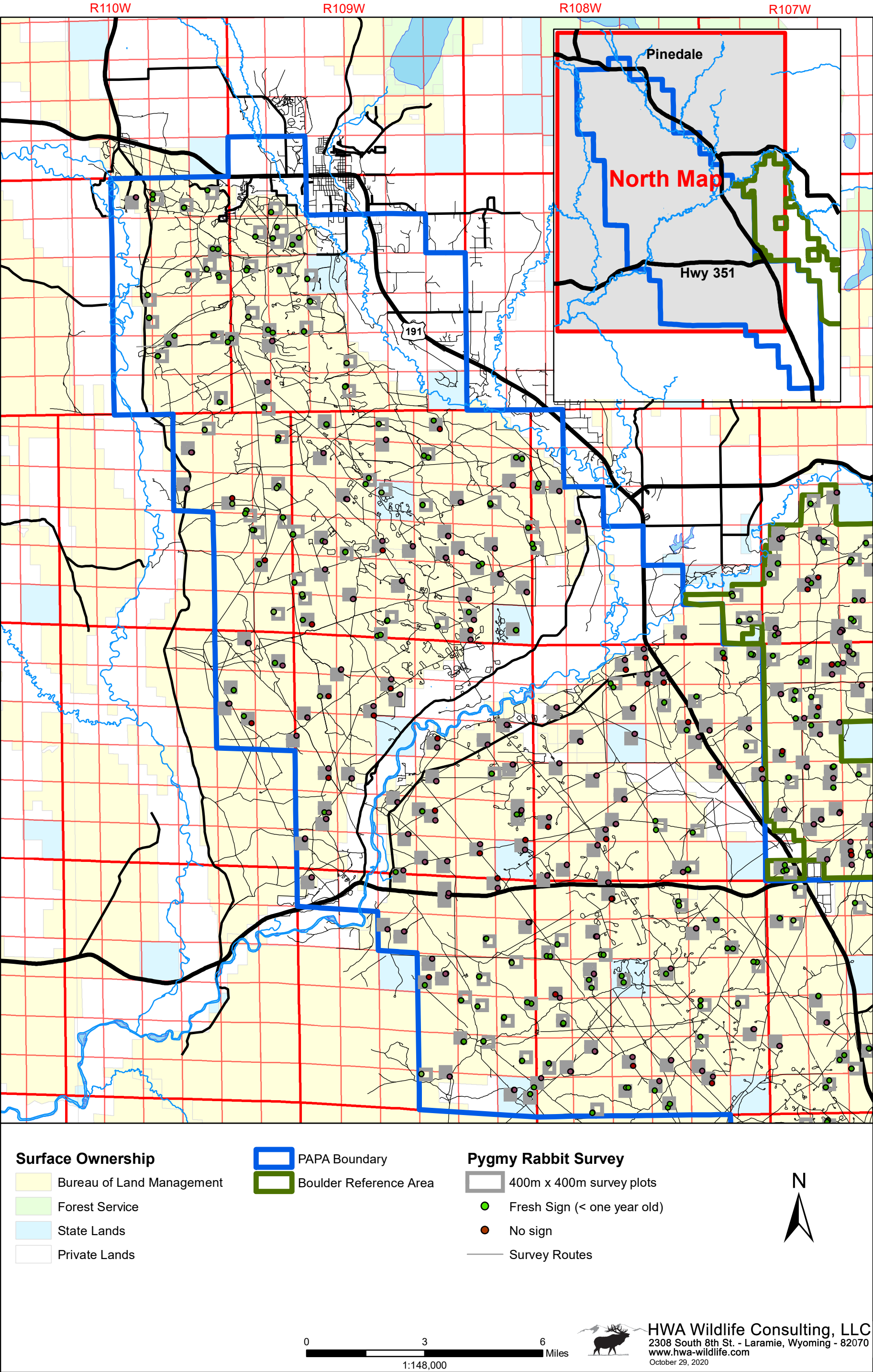
Printed Name \_\_\_\_\_

  Habitat Mitigation Biologist  

Title \_\_\_\_\_

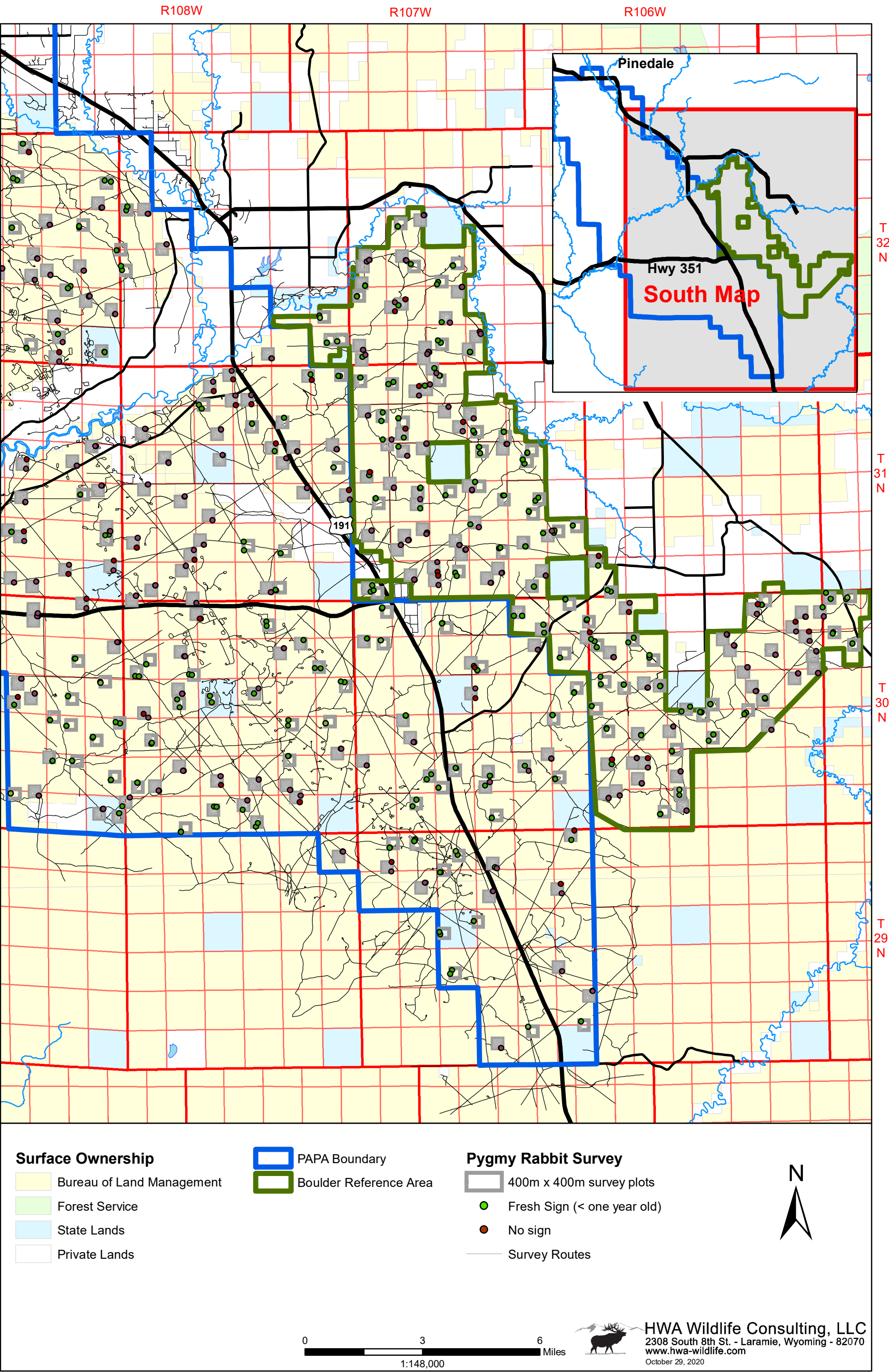
  1-29-2025  

Date \_\_\_\_\_



Map 1 (North). Pygmy rabbit survey plots, survey routes, and detection points within the Pinedale Anticline Project Area (PAPA) and Boulder Reference Area during August - September, 2020.





Map 2 (South). Pygmy rabbit survey plots, survey routes, and detection points within the Pinedale Anticline Project Area (PAPA) and Boulder Reference Area during August - September, 2020.

# **PYGMY RABBIT (*BRACHYLAGUS IDAHOENSIS*) DISTRIBUTION AND OCCUPANCY IN WYOMING**

STATE OF WYOMING

NONGAME MAMMALS: Species of Greatest Conservation Need – Pygmy rabbit

FUNDING SOURCE: Wyoming Game and Fish Commission

PROJECT DURATION: 1 July 2018 – 30 June 2019

PERIOD COVERED: 1 January 2019 – 14 April 2019

PREPARED BY: Stephanie Rhine, Nongame Technician  
Nichole Bjornlie, Nongame Mammal Biologist

## **ABSTRACT**

Pygmy rabbits (*Brachylagus idahoensis*) are dependent on sagebrush (*Artemisia* spp.) for food, habitat, protection from predators, and thermal cover. Consequently, they are susceptible to a number of land management practices that reduce or alter sagebrush ecosystems. Because they are especially susceptible to habitat loss and lack basic data on population distribution and trends, the Wyoming Game and Fish Department classifies pygmy rabbits as a Species of Greatest Conservation Need. In 2019, the Department repeated surveys to document distribution, evaluate the impact of a number of variables on occupancy of pygmy rabbits, and determine occupancy to monitor trends. We surveyed 74 grid cells throughout southwestern Wyoming and detected pygmy rabbits on 11 cells. Naïve occupancy was 69% lower in 2019 (15%) than previous surveys in 2013 (48%). Climatic conditions in winter 2019 may have artificially reduced occupancy estimates. Given that 2019 had significantly more precipitation (i.e., snow) and was typically colder than 2013, it is possible that snow conditions favored subnivean behavior. Because our surveys relied on observing pygmy rabbits or their sign above the snow, even with high detection probability, above-snow occupancy may have underestimated true site occupancy. To ensure pygmy rabbits or their sign are present above the snow and available for detection, future surveys should include a stringent protocol for survey periods based on climatic events, include repeated surveys instead of single visits with dual observers to capture the true variation in conditions, and evaluate snow conditions at the time of survey to better analyze true site occupancy using above-snow observations.



## INTRODUCTION

Sagebrush (*Artemisia* spp.) shrublands represent a major ecosystem in the western United States, and Wyoming contains a higher proportion of this ecosystem than any other state (WGFD 2017). At least 8 wildlife species in Wyoming are considered sagebrush-obligates, and sagebrush shrublands provide crucial winter range and habitat for numerous other species (Paige and Ritter 1999, WGFD 2017). Despite the unique contribution of sagebrush to Wyoming's landscape and its importance as wildlife habitat, this ecosystem faces a number of threats, including invasive plants, incompatible energy development and mining practices, and rural subdivision (Vale 1974, Miller et al. 1994, WGFD 2017). A variety of habitat treatments have been proposed to enhance and manage sagebrush systems, but their impacts on wildlife vary (Wyoming Interagency Vegetation Committee 2002, Baker 2006, Wilson et al. 2011).

The pygmy rabbit (*Brachylagus idahoensis*) is a sagebrush-obligate that depends on sagebrush for food and cover. Pygmy rabbits are most commonly associated with areas of dense, tall sagebrush with deep, friable soils, as the species is unique in its ability to build and maintain extensive burrow systems, the entrances of which are typically located at the base of sagebrush (Green and Flinders 1980a, b; Weiss and Verts 1984; Katzner and Parker 1997; Gabler et al. 2001; Larrucea and Brussard 2008b). Although diet varies throughout the year, sagebrush is a dominant food source in all seasons and may comprise  $\leq 99\%$  of the diet in winter (Green and Flinders 1980b). Pygmy rabbits are also prey for a variety of avian and mammalian predators, and their burrow systems are often used by other species, including other rabbits (Green and Flinders 1980a). Consequently, pygmy rabbits may be considered a keystone species in sagebrush habitats.

Pygmy rabbits are negatively affected by habitat loss due to manipulation and degradation of sagebrush systems, which contributed to their classification as a Species of Greatest Conservation Need in Wyoming's State Wildlife Action Plan (Thimmayya 2010, Wilson et al. 2011, WGFD 2017). In addition, the pygmy rabbit was previously petitioned for listing under the Endangered Species Act, although the US Fish and Wildlife Service subsequently found that listing was not warranted (USFWS 2010). Pygmy rabbits are further impacted by edge effects, likely due to competition with cottontails (*Sylvilagus* spp.) and jackrabbits (*Lepus* spp.) as well as predation, which is a major cause of pygmy rabbit mortality (Estes-Zumph and Rachlow 2009, Crawford et al. 2010, Price et al. 2010, Pierce et al. 2011). The relatively large home ranges and long dispersal distances utilized by pygmy rabbits further emphasize the need for contiguous sagebrush habitat connected by dispersal corridors (Sanchez and Rachlow 2008, Estes-Zumph and Rachlow 2009). However, the lack of data on population densities and trends of pygmy rabbits in Wyoming make assessing population status and potential impacts of habitat manipulations or reductions difficult (WGFD 2017).

## METHODS

We overlaid the southwestern corner of Wyoming with 400 m  $\times$  400 m grid cells and classified cells as available to survey if they were completely within the predicted distribution of pygmy rabbits (WGFD 2017). The predicted distribution was developed by using a maximum entropy

model incorporating historical records of pygmy rabbits as well as metrics for elevation and habitat. We excluded any cells within the I-80 corridor, were closed to human presence, or had winter closure restrictions for wildlife protection (B. Parker, personal communication). We also excluded cells that contained the 47 sites sampled in 2013 from additional consideration, as these sites were automatically included in the 2019 sample. We used Halton Iterative Partition (HIP) sampling to draw a spatially balanced sample of 53 grid cells within the remaining predicted distribution for a total of 100 cells (Fig. 1). Once grid cells were selected, we determined land ownership and attempted to contact all private landowners. We divided each grid into 8, 50-m wide transects to facilitate surveys and ensure cells were surveyed thoroughly and consistently.

We use the same field protocol as previous surveys in 2013 to survey cells (Cudworth et al. 2014). We conducted all surveys between 15 January and 5 April 2019 in order to maximize detections during fresh snow conditions and minimize timing overlap with juvenile cottontails. Although vegetative characteristics varied among cells, dominant cover was always sagebrush, and cells often contained ephemeral or, occasionally, perennial streams. The majority of cells had at least partial snow cover during our surveys. Average monthly temperature across our study area was  $-5^{\circ}\text{C}$ , and average monthly precipitation was 2.39 cm, nearly all of which was snowfall (PRISM Climate Group 2019).

We used a double-observer approach to survey for pygmy rabbits. We trained observers to identify pygmy rabbit habitat and sign before beginning field surveys. Observers surveyed cells concurrently, with observers starting at opposite corners of the cell. Observers walked down the center of each transect and thoroughly searched all habitat for evidence of pygmy rabbits, including observations of individuals, fresh pellets, occupied burrows with evidence of recent use, and fresh tracks. At each detection, observers recorded location and type of detection. Observers did not communicate during the survey and searched each cell completely before moving to the next.

Pygmy rabbits typically select drainages with tall, dense stands of sagebrush that can accumulate higher amounts of snow. This provides a subnivean environment that pygmy rabbits can exclusively occupy to access food and avoid predators and extreme weather conditions (Katzner and Parker 1997). Consequently, we acquired temperature and precipitation data from PRISM Climate Group (2019) and compared climate variables from the 2013 and 2019 survey seasons.

We used data from both observers to develop an encounter history for each cell and used program PRESENCE (Hines 2010) to develop occupancy models. Models included the probability of occupancy ( $\Psi$ ) and 2 detection probabilities ( $p$ ), one for each observer. We attempted to model additional covariates, but the low number of detections overall (see below) limited our ability to conduct analyses beyond the null model.

## RESULTS

Of the 74 cells surveyed for pygmy rabbits, 11 (15%) contained tracks, pellets, active burrows, or individuals; most occupied cells resulted in multiple detections. Twenty-six cells were not surveyed due to time limitations or lack of permission from landowners. Similar to 2013, pygmy

rabbit detections were patchily distributed throughout the study area (Fig. 1). There was no variation in detection between observers, with both observers detecting pygmy rabbits or their sign on the same cells. Naïve occupancy was 69% lower in 2019 (15%) than 2013 (48%). Unfortunately, the low number of observations in 2019 precluded our ability to estimate the influence of various factors on pygmy rabbit occupancy.

Both average temperature and average precipitation differed significantly between the 2013 and 2019 survey seasons (Figs. 2 and 3). In general, 2019 was colder and snowier than 2013, especially during February and March when most surveys were conducted.

Several other species of wildlife were also documented during surveys, including potential predators or competitors of pygmy rabbits: greater sage-grouse (*Centrocercus urophasianus*), bald eagle (*Haliaeetus leucocephalus*), pronghorn (*Antilocapra americana*), mule deer (*Odocoileus hemionus*), elk (*Cervus canadensis*), moose (*Alces alces*), cattle (*Bos primigenius*), feral horse (*Equus ferus*), coyote (*Canis latrans*), ermine (*Mustela erminea*), cottontail, jackrabbit, and several unidentified small mammal species, likely from the Order Rodentia.

## DISCUSSION

We designed our survey technique to maximize the potential of detecting pygmy rabbits while minimizing confusion with similar species (e.g., juvenile cottontails) that might result in false positives. Surveys were typically conducted in <2 hrs and resulted in high detection probability for both observers. Because detection probabilities vary depending on type of detection (i.e., tracks, pellets, individuals, or active burrows; Larrucea and Brussard 2008a), our survey included any sign of occupancy in order to maximize detection. In fact, observers documented >1 detection on the majority of occupied grids, many of which included multiple detection types. By conducting surveys during winter, fresh tracks, pellets, and active burrows and runways were more easily observed on snow cover than bare ground (personal observation). This timing also reduced the chance of misidentifying pellets among various lagomorph species (Larrucea and Brussard 2008a).

Although our ability to detect pygmy rabbits was high, overall occupancy was low in 2019, 69% lower than 2013 (Cudworth et al. 2014). However, climatic conditions in winter 2019 may have artificially reduced occupancy estimates. Given that 2019 had significantly more precipitation than 2013, it is possible that snow conditions favored subnivean behavior. Because our surveys relied on observing pygmy rabbits or their sign above the snow, even with high detection probability of these types of observations, above-snow occupancy may have underestimated true site occupancy. Observations across all sites also suggest that a combination of limited precipitation and high wind-free days prior to a survey could be important to maximizing pygmy rabbit presence above the snow (Brubaker et al. 2014).

To ensure pygmy rabbits or their sign are present above the snow and available for detection, future surveys should include a stringent protocol for survey periods based on climatic events (Brubaker et al. 2014). Because detectability is high regardless of observer, we recommend implementing repeat surveys instead of single visits with dual observers in order to capture the

true variation in conditions that may affect above-snow presence. Evaluating snow conditions (e.g., snow pack, snow depth, amount of sagebrush above the snow's crust) at the time of survey would allow a better analysis of true site occupancy using above-snow observations. More refined sagebrush and soil layers would help better predict pygmy rabbit distribution and narrow the survey area (e.g., Gabler et al. 2001, Rachlow and Svancara 2006). Each of these changes would increase the potential to locate appropriate habitat, increase detections of pygmy rabbits and other sagebrush-dependent species of interest, and gain a better understanding of this important ecosystem overall.

#### ACKNOWLEDGMENTS

Funding for this project was provided by the Wyoming Game and Fish Commission, for which we are extremely grateful. We also extend a special thanks to the numerous land managers and landowners who provided access to their lands. Department nongame biologists and technicians R. Kindermann, A. Mahoney, and S. Ryder, as well as other Department employees, provided invaluable assistance conducting fieldwork. Wildlife GIS analyst N. Whitford conducted site selection and developed survey cells and maps.

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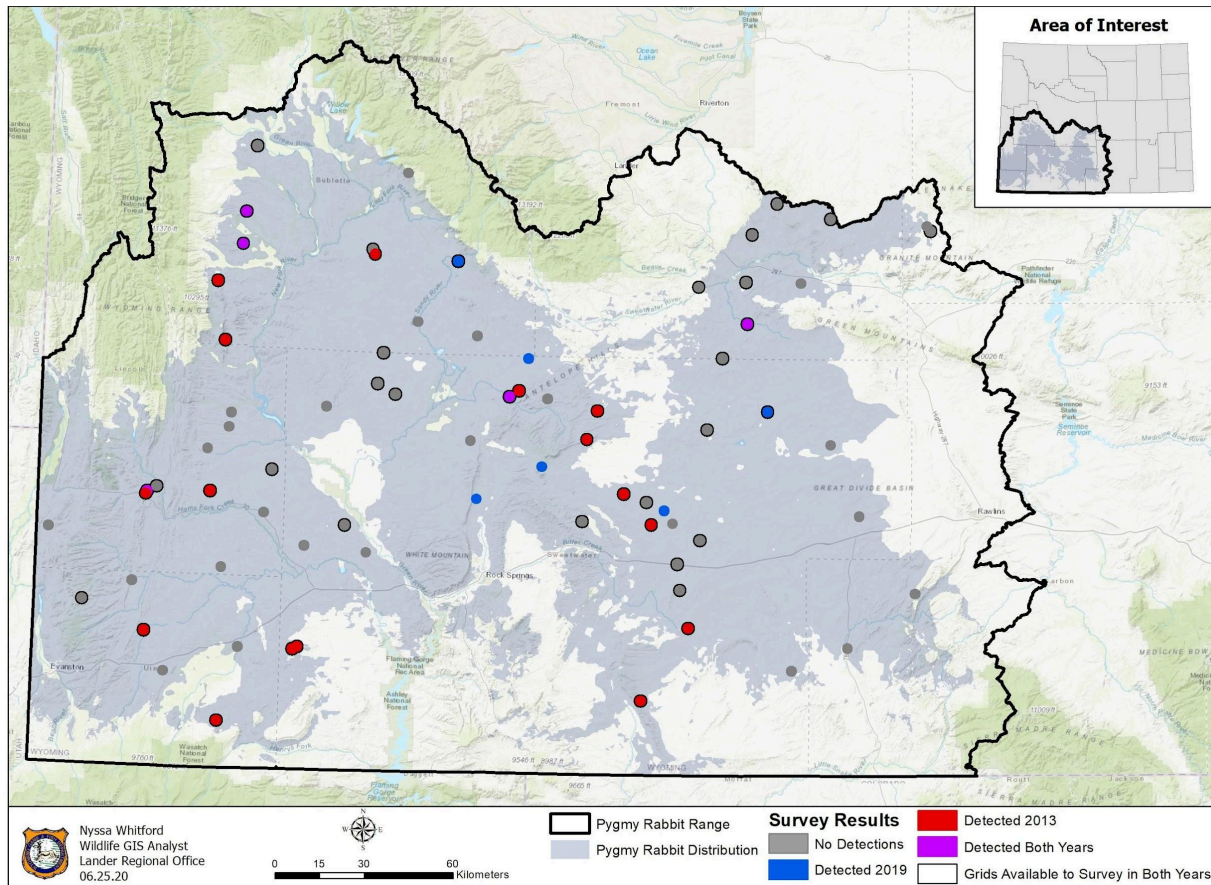


Figure 1. Locations and results of grid cells surveyed for pygmy rabbits (*Brachylagus idahoensis*) in southwestern Wyoming, January through April 2013 and 2019. Grid cells where pygmy rabbits were detected in 2013 only are shown in red, and grid cells where pygmy rabbits were detected in 2019 only are shown in blue. Grid cells where pygmy rabbits were detected in both years are shown in purple; grid cells where pygmy rabbits were never detected are shown in gray. Sites surveyed in both years have a black outline. Modeled distribution is shown in gray for reference.

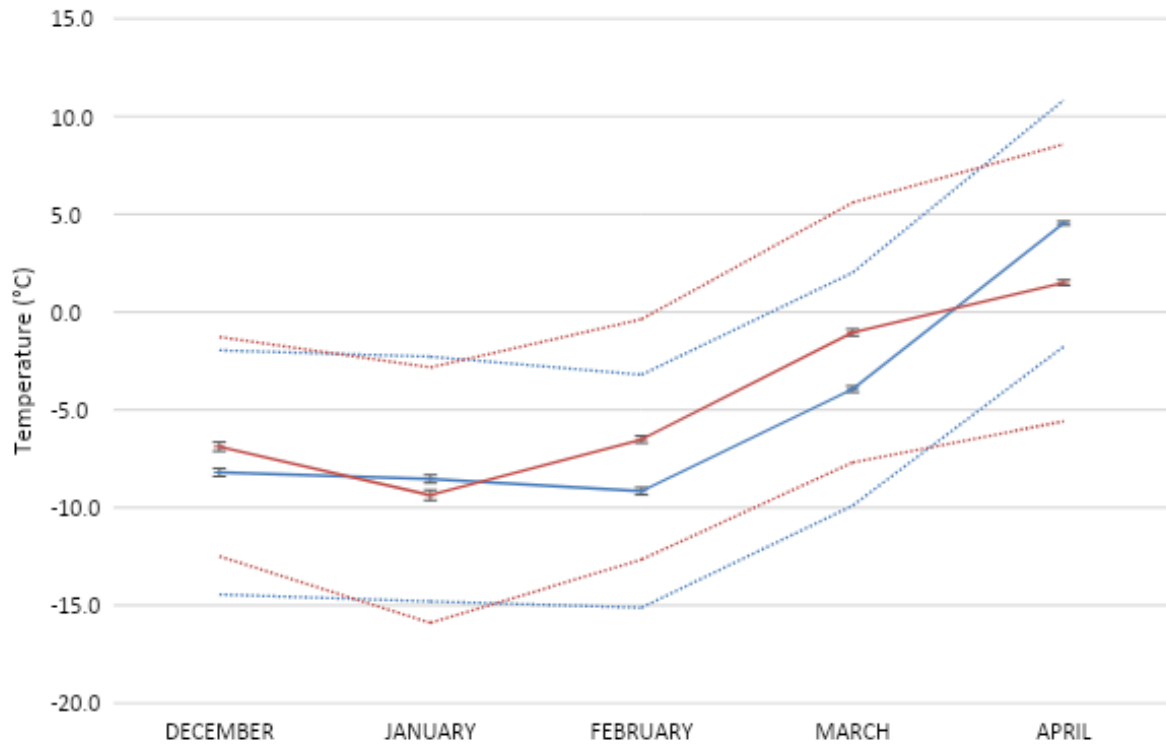


Figure 2. Monthly average (solid lines), minimum, and maximum (dashed lines) temperature for the duration of the survey season for pygmy rabbits (*Brachylagus idahoensis*) in 2013 (red) and 2019 (blue) across all survey cells.

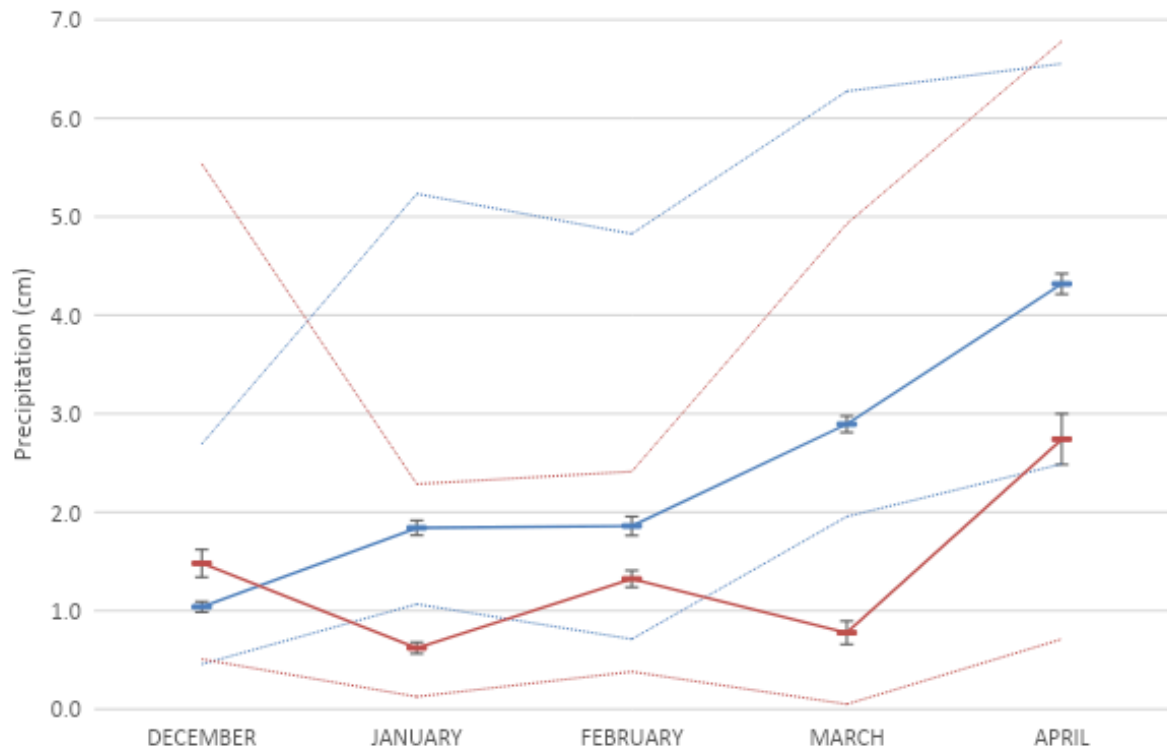
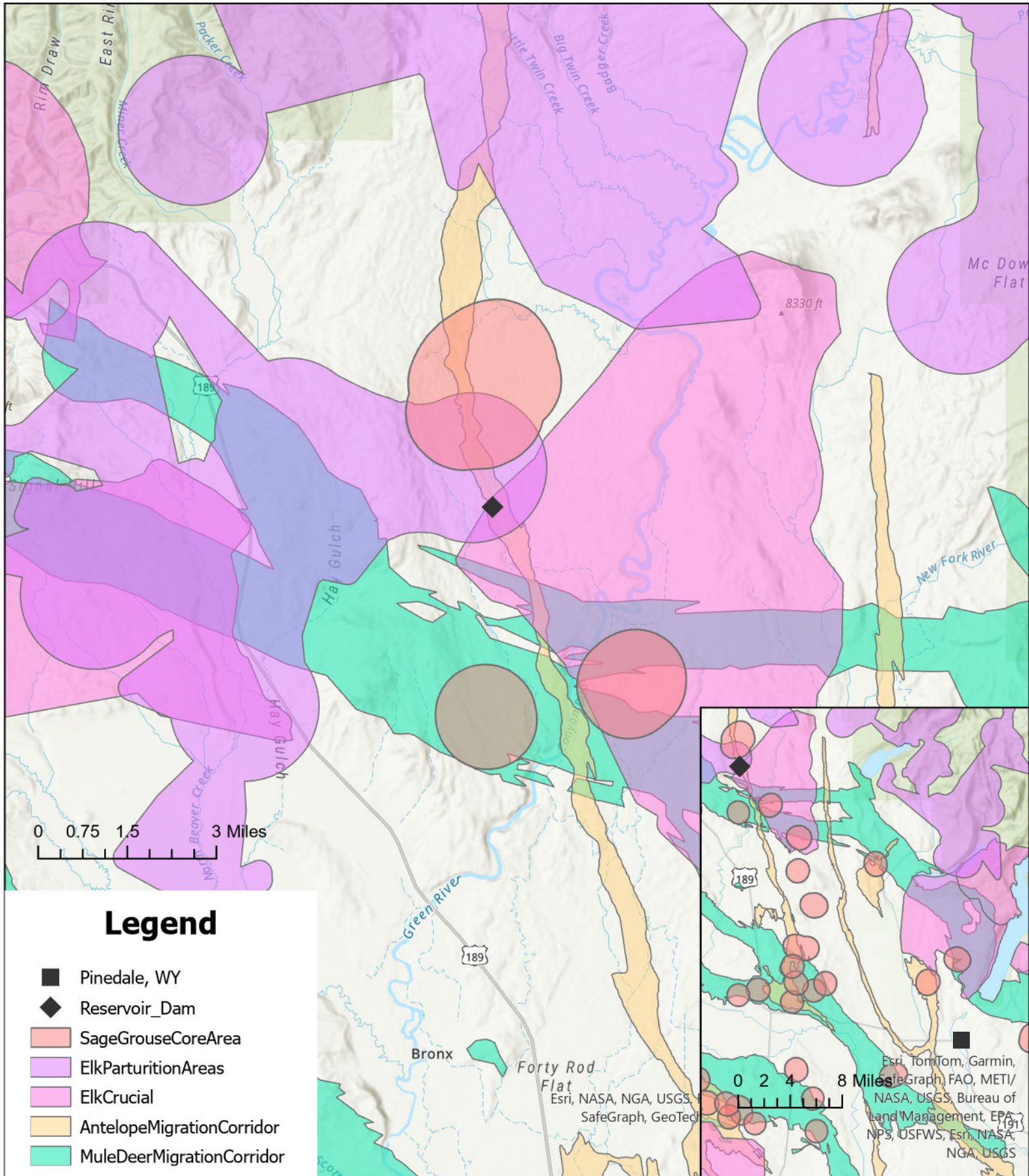


Figure 3. Monthly average (solid lines), minimum, and maximum (dashed lines) precipitation for the duration of the survey season for pygmy rabbits (*Brachylagus idahoensis*) in 2013 (red) and 2019 (blue) across all survey cells.



# Antelope Flats Reservoir Crucial Habitat



04386Q

\$25<sup>00</sup>

Wyo State Engineer Office  
777-6150

5200WYO 190V

NOTE: Do not fold this form. Use typewriter  
or print neatly with black ink.

RCVD 8-6-2024 2:55 PM

# STATE OF WYOMING

OFFICE OF THE STATE ENGINEER

## APPLICATION FOR PERMIT TO APPROPRIATE SURFACE WATER

**THIS SECTION IS NOT TO BE FILLED IN BY APPLICANT**

Filing/Priority Date

THE STATE OF WYOMING  
STATE ENGINEER'S OFFICE } SS.

This instrument was received and filed for record on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

For State Engineer

Recorded in Book \_\_\_\_\_ of Stock Reservoir Permits, on Page \_\_\_\_\_

Fee Paid \$ \_\_\_\_\_ Map Filed \_\_\_\_\_

WATER DIVISION NO. \_\_\_\_\_ DISTRICT NO. \_\_\_\_\_ COUNTY (IES) \_\_\_\_\_

TEMPORARY FILING NO. \_\_\_\_\_ PERMIT NO. \_\_\_\_\_ STOCK RESERVOIR

NAME OF FACILITY

THE Antelope Flat # \_\_\_\_\_ STOCK RESERVOIR

1. Name(s), mailing address and phone no. of applicant(s) is/are 307-276-3248

Miller Land and Livestock

Box 67

Big Piney WY 83113 E-mail address:  ranch67@wyoming.com

(If more than one applicant, designate one to act as Agent for the others)

2. Name & address of agent to receive correspondence and notices \_\_\_\_\_

E-mail address: \_\_\_\_\_

3. The use to which the water is to be applied is in-place stock watering purposes.

4. (a) The area of the high water line of the reservoir is 3 acres.

(If a pipeline to additional points of storage will be used,  
include form SW4-A.)

(b) The capacity of the reservoir is 15 acre-feet.

(c) If enlargement, the capacity of this enlargement is \_\_\_\_\_ acre-feet

(d) Body of Reservoir: Length 450 Width 361 Average Depth 4'

5. The source of the proposed appropriation is (stream, ditch, well, etc.) \_\_\_\_\_

Snow melt / Runoff

6. The outlet of the reservoir is located in NWSE of Section 16

T. 36 N., R. 111 W. Surveyed corner tie, if available: bearing \_\_\_\_\_

feet distant from the \_\_\_\_\_ corner of Section \_\_\_\_\_, T. \_\_\_\_\_ N., R. \_\_\_\_\_ W.

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision Name \_\_\_\_\_

Latitude N: 43.08979° Longitude W: 110.10400°

7. Are any of the lands covered by the proposed reservoir owned by the State or Federal government? If so, describe lands and designate whether State or Federally owned.

state school section

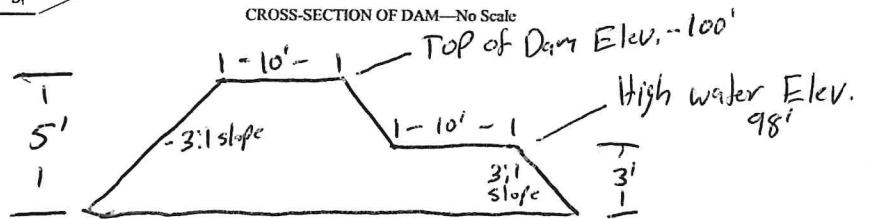
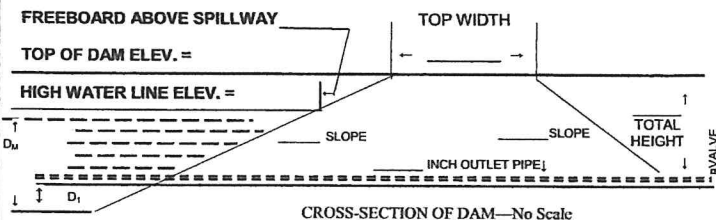
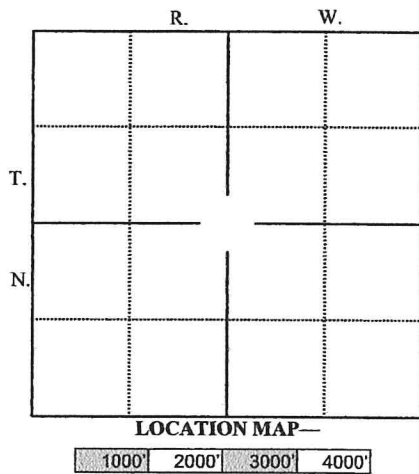
8. (a) The dam is to be constructed as follows use native material, Machine compacted, Dam is 2 levels- Top of dam is 5' high water level is 3' high, 200' x 38' W contents = 1266 cubic yards.

(b) The water face of the dam is to be protected from wave action in the following manner: using native top soil that will be Stripped from fill material, then pieces of soil will be placed on top of the high water level

(c) Dam Height 5 feet. High water Level - 3'

9. The accompanying map is prepared in accordance with the State Engineer's Rules and Regulations for filing applications and is hereby declared a part of this application.

10. The estimated time required for completion of construction is 8-10 weeks



**AREA MAP—SCALE:**—1"=\_\_\_\_\_ (Use as large a scale as possible)

[illegible]

**PROFILE OF DAMSITE (Looking Upstream) - Scale: Ver. 1"=20'; Hor. 1"=**\_\_\_\_\_

Capacity = [Area x Depth ÷ 3] = \_\_\_\_\_ Acre-Feet

**NOTE:** The location map shown above is not required if the application is accompanied by an aerial photograph or a U.S.G.S. quadrangle map, prepared in accordance with the State Engineer's Rules and Regulations . However, the area map, cross-section of dam, profile of damsite and capacity computation must be completed in all applications.

**CONSENT TO ENLARGE** (if applicable): Consent to enlarge must be requested from all owners of reservoirs described in existing water rights, permits or applications for permits for the facility to be enlarged before the State Engineer will consider approval of the application. Where the reservoir operator is an incorporated company or irrigation district, consent may be made on behalf of the individual owners by that entity where the consent is an excerpt of meeting minutes showing approval and authority for the individual signing for the company or district to act in such capacity. Forms are available on the State Engineer's website or may be obtained from the State Engineer's Office.

## DECLARATION

**I declare that I have examined this application/map and to the best of my knowledge and belief it is true, correct and complete.**

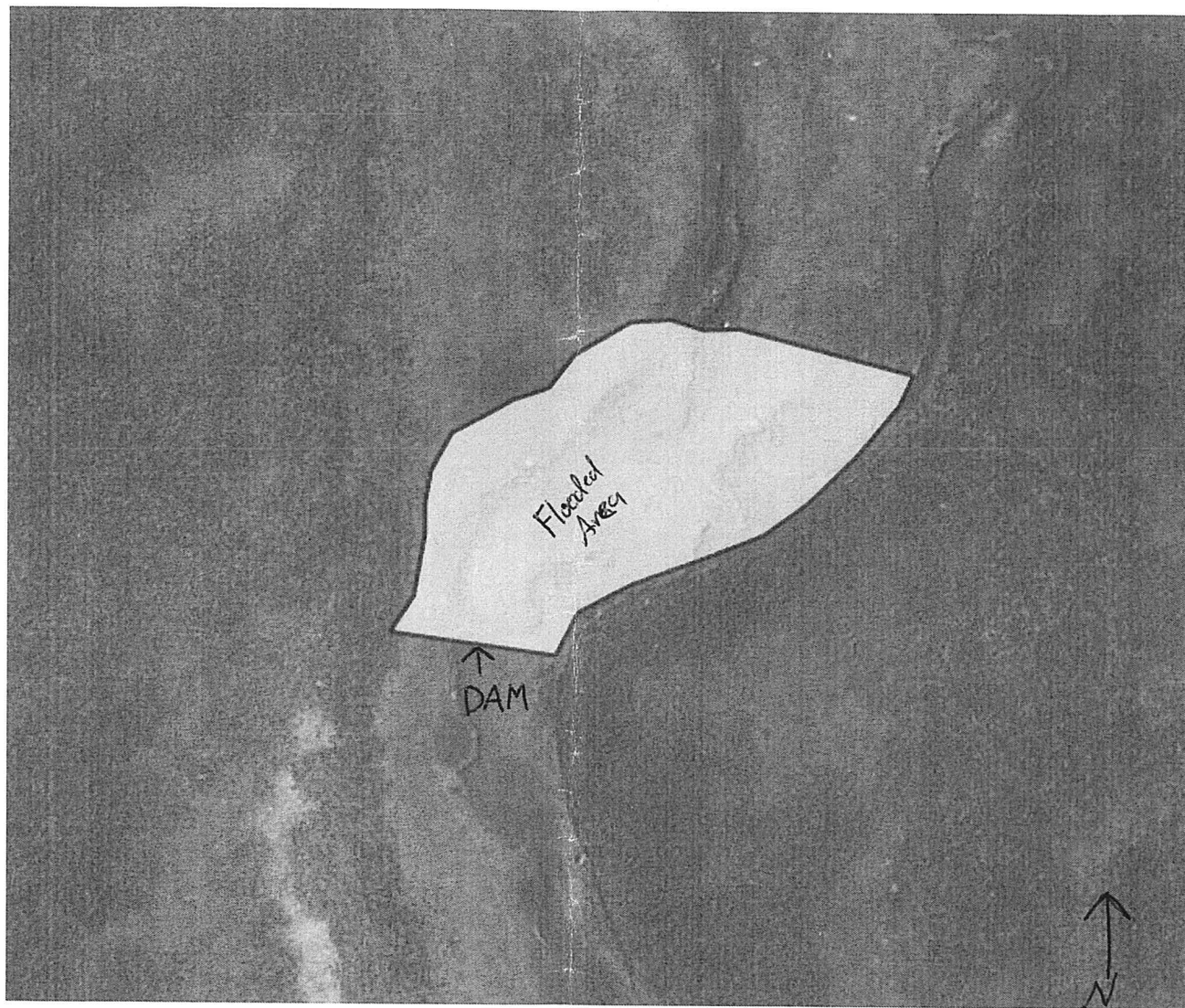
**\*By providing an email address you agree to receive communications and notices electronically\***

\*By providing an email address you agree to receive communications from the Commission.

Robert M. Smith  
Printed Name and Signature of Applicant or Agent

7/30/24 Date





200 ft

Layers Info Drawing

• Aerial Photography Date: 2022-07-29

1 Parcel

[Zoom to parcel](#)

- Parcel: 36111600099700 [P&Z Records](#)
- Owner: WYOMING, STATE OF Office of State Lands and Investments
- MailAddr: Cheyenne, WY 82002-0600
- Zoned: A-1

Lat / Lon N: 43.08979°, W: 110.10400°  
NAD83 UTM Zone 12 X: 572925,  
Y: 4771176  
NAD83 Wyoming West USft+  
N: 1271745, E: 2619146

Sublette GIS/Map Server

Greenwoodmap.com