

**UNITED STATES DEPARTMENT OF THE INTERIOR
OFFICE OF HEARINGS AND APPEALS**

OREGON NATURAL DESERT ASS'N,

OR-010-07-01

Appellant,

Appeal from Field Manager's Final Decision
Dated April 24, 2007, involving the East-
West Gulch Projects on the Beaty Butte
Allotment, Lakeview Resource Area, Ore.

v.

BUREAU OF LAND MANAGEMENT,

**JOINT STIPULATED SETTLEMENT
AGREEMENT**

Respondent.

Appellant Oregon Natural Desert Association ("ONDA") and Respondent Bureau of Land Management ("BLM") hereby agree and stipulate as follows:

1. The parties will request that the Office of Hearings and Appeals ("OHA") vacate and remand of the final decision authorizing the Beaty Butte East-West Gulch Projects, which is subject to the present appeal.
2. Upon remand, BLM agrees to prepare a revised environmental assessment ("EA") prior to issuing a final decision, consistent with NEPA and other applicable law.
3. As part of its preparation and analysis of the revised EA and new decision required under Paragraph 2, BLM agrees to revise its wilderness evaluation for lands within the project area and document BLM's field inventory procedures and BLM's consideration of ONDA's wilderness inventory report. In the revised EA, BLM will consider the environmental consequences of the alternatives on any wilderness resource that BLM finds to be present in the project area.
4. As part of its preparation and analysis of the revised EA and new decision required under Paragraph 2, BLM will collect, assess, present, and discuss the following information:
 - a. Up-to-date information regarding pygmy rabbit populations and habitat, and other resources as appropriate, including, but not limited to, any monitoring or survey information collected since the 2004 EA for these projects.
 - b. The locations of sage grouse leks and sage grouse habitat on the project maps.

- c. The locations of rare or sensitive species plant populations on the project maps.

Nothing in sub-paragraphs *a* through *c*, above, shall preclude BLM from collecting, assessing, presenting, and/or discussing additional relevant information in its new or revised NEPA documentation.

5. BLM agrees to remove all cattle guards already installed under the previous East-West Gulch Projects decisions, within one (1) year of the date of this agreement.

6. BLM agrees to not conduct any road maintenance activities within the project area except for emergency actions (such as wildfire suppression), until BLM has issued its new final decision. The roads affected by this agreement are delineated in the attached map (Attachment A). BLM also agrees to not conduct any maintenance activities on the two-track route that leads to the water storage tank and trough within the project area except for emergency actions (such as wildfire suppression), until BLM has issued its new final decision.

7. Based on the information collected and assessed pursuant to Paragraph 6, above, and on other information contained in BLM's revised EA, BLM agrees to consider at least the following additional alternatives in its revised EA:

- a. Five years of rest (no grazing) on the North Pasture of the Beaty Butte allotment.
- b. No additional developments would be placed in the East-West Gulch area (no water pipelines, no fences, no new road construction). Water hauling, cattle supplements, and herding would be used to encourage livestock to move outside the East-West Gulch area for part of the grazing season on years the North Pasture is scheduled for grazing use. Water hauling would include filling a portable storage tank with water and letting the water flow into several troughs near the portable storage tank. Water could also be hauled to troughs without a storage tank. Troughs would be placed adjacent to existing roads. The area seeded to crested wheatgrass after the 2000 wildfire would be used in the early season. Native areas would be used in the late season. The water haul locations would all be outside of the areas that ONDA has alleged have wilderness characteristics.
- c. No grazing in the North Pasture.

8. BLM agrees to make its new or revised NEPA document available for public comment prior to making a final decision.

9. BLM agrees to pay ONDA its reasonable attorney fees and costs associated with its litigation of this matter, in the amount of \$4,000.00. Payment will be made by electronic transfer no later than 30 days after OHA issues the order vacating and remanding the final decision.

