

**Montana Department  
of  
Fish, Wildlife & Parks**



Helena, MT 59620  
January 14, 1985

Mr. A. L. Hormay  
101 Acadia  
San Francisco, CA 94131

Dear Gus:

*Recreation areas to be fenced*

The blue areas on the attached map are areas the Parks Division of Fish, Wildlife and Parks will fence out from grazing because they will be developed as picnic/recreation areas and cow chips are not wanted.

Sincerely,

Joseph L. Egan, Chief  
Management Bureau

JLE:kc

Enc.

cc: D. Taylor

001 FOR HORMAY

File 423

# Montana Department of Fish, Wildlife & Parks

RECEIVED

JAN 22 1985

WILDLIFE DIVISION

## Office Memorandum

*E/AA*  
*Febr. 1 ± ?*

DATE January 18, 1985

TO : Don Hyyppa *JM*

FROM : Don Malisani

SUBJECT: Aunt Molly Fishing Access Site

I have been contacted by Don Malmberg in regard to renegotiating the lease agreement between us and TBM Ranch. He asked about the status of the grazing plan which is to be completed by Gus Horne.

I did not know the status of this grazing plan and I contacted Joe Egan who contacted Gus Horne. Currently, Don Taylor is reviewing a map and identifying areas of grazing use and numbers of cattle use on areas and type of plants. He will be forwarding this information to Gus Horne for him to formulate a grazing plan. In discussing this matter with Joe, I explained that some areas would be excluded from grazing as they would be used for recreational facilities. I contacted Dick Mayer and reviewed a map of the property and we identified three potential areas. Two of these areas lie between the County road and the river and are on the north side of the road. The third area would be at the southeast corner of the bridge. Joe was to convey this information to Mr. Horne to include it in the rest rotation grazing plan for the property.

*Recreation  
Areas*

*MAP  
SENT  
TO  
HORMAY*

I discussed the current status of the grazing plan with Don Malmberg and advised him to proceed with renegotiating the lease agreement as we have in the past as the grazing plan would not be ready for the next season. Even if it were, fences would have to be constructed to implement it.

It is expected that a grazing plan should be completed sometime this spring. By this memo, I am asking that Joe Egan provide us with a copy of it once he receives it from Mr. Horne.

b  
cc: Jim Ford  
Tom Greenwood  
Don Malmberg  
Joe Egan

**Montana Department of  
Fish, Wildlife & Parks**

*Grazing Capacity*  
**Office Memorandum**

*1984 Lease*

**TO :** Don Malisani

**DATE:** January 24, 1985

**FROM :** Don Malmberg

**SUBJECT:** Don Taylor - TBM Ranch Lease Agreement Renewal

I met with Mr. and Mrs. Don Taylor regarding their renewal of lease agreement for 1985 and grazing and hay harvest in 1984.

The Taylors agreed to renew the lease as provided in the 1984 agreement. They further indicated that if Mr. Don Pocha was not interested in renewing his lease on the agricultural portion he has in the north half of Section 33, they (the Taylors) would like to have it back in their lease agreement to include in their A.S.C.S. pasture mix.

1984

Hay Harvest 90 tons x 2.5 AUM x \$10.56/AUM = \$2,376.

Pasture: Cow = \$10.56/AUM, Bull = \$13.20/AUM, Yearling = \$7.92/AUM

Pasture No. \*

3	12 yearlings	x \$7.92	x (23 + 30)	=	\$72.86
3	1 bull	x 13.20	x (23 + 30)	=	10.12
1	28 cows	x 10.56	x (37 + 30)	=	364.67
1	1 bull	x 13.20	x (37 + 30)	=	16.28
1	9 cows	x 10.56	x (32 + 30)	=	101.38
1	15 yearlings	x 7.92	x (20 + 30)	=	79.20
5	270 cows	x 10.56	x (8 + 30)	=	760.32
1	322 cows	x 10.56	x (20 + 30)	=	2266.88
2	44 cows	x 10.56	x (31 + 30)	=	480.13
4	44 cows	x 10.56	x (29 + 30)	=	449.15
			Subtotal		\$4600.99

Total due FWP - \$6976.99

\* See attached map showing pasture numbers for grazing areas. This will conform to A.L. "Gus" Horne's and the Game Management Division's grazing plan.

DM/vm

cc: Don Taylor

Jim Ford

Tom Greenwood

cc *Lin Hyman*

*1985 lease approved during Jan '85*

*1/25/85  
Lin Hyman  
700 years info, etc  
cc: ...  
Kirk ...*

property and the fee to be charged during the renewal period, all in the manner more particularly described in Paragraph 2, as follows. The parties acknowledge that the terms and conditions of this lease agreement shall otherwise remain in full force and effect during any renewal period, absent modification of this lease agreement in writing, executed by the Lessor and Lessee.

2. RENT

Lessee shall pay as rent for the property a sum computed annually and predicated on the mutually agreed carrying capacity of the property, which shall be defined in terms of animal unit months (AUM's). For purposes of computing an animal unit month, carrying capacity shall be computed as follows:

- 1.00 AUM - 1 cow with nursing calf grazing one month
- 1.25 AUM - 1 mature bull grazing one month
- .60 AUM - 1 weaned calf 8-12 months old grazing one month
- .75 AUM - 1 yearling 12-22 months old, grazing one month
- .90 AUM - 1 steer or dry cow 22-36 months old grazing one month
- 1.25 AUM - 1 horse grazing one month

Lessor and Lessee acknowledge that the fee to be charged Lessee shall be ten-fifteen per cent (10-15%) below the then annual prevailing rate charged by Lessors of private property in proximity to the property subject to this lease agreement, for comparable leasehold rights.

The parties acknowledge that by mutual agreement, they have determined that the carrying capacity of the property during the initial term hereof, is 150 animal unit months, and that the rental therefor computed in accordance with the foregoing provision is \$ 1500.00, payable: JANUARY 15, 1950.

... parties agree that upon the renewal of this agreement in accordance with Paragraph 1 above, that there shall be a meeting between the parties for purposes of endorsing the carrying capacity of the property and the fee to be charged during the renewal period, all of which shall be reduced to writing and attached to and incor-