

01-07-98

HOPE YOU ARE PROGRESSING WELL
WITH YOUR BOOK AND IN GOOD
HEALTH.

Hi, Gus -

Here is a copy
(hope it readable) of
proposal for easement
on Grady Ranches.

There was (is) an
agreement that stated
a rest-rotation grazing
plan would be developed
and implemented.

Never accomplished and
yet, they said they had
a rest-rotation & deferred
grazing system in place -
(UNTRUE -)

Best regards -
Jack -
[JONES]

3014 Irene Street
Butte, Mo 59701
January 5, 1998

Montana Department
Fish, Wildlife, Parks
930 Custer Ave. W
Helena, Mo 59620

Re: Grady Ranches Conservation
Easement - A proposal by MDFWP

Thank you for providing me a
copy of the report to review. I
also have a copy of "Environmental
Assessment - Grady Ranches Agreement -
Nov 13, 1992", to compare compliance
to the original agreement to the
easement proposal.

Comments:

Page 5, c. (Agreement) states, "A
livestock/wildlife grazing system based
on a rest-rotation concept will be
developed and committed to enhancing
big game winter/spring range." From
this statement, I am assuming a rest-
rotation grazing formula would be
developed according to "Principles of
Rest-Rotation Grazing and Multiple-Use
Land Management" by August L. Hotway,
1970."

Five (5) years have passed and
no rest-rotation grazing program is
in place on the Grady Ranch.

Since this was an important requirement on the original agreement, it can be stated, the agreement was not fulfilled.
Page 19 Intro. Grady Ranches Conservation Easement Pat. 3; it states "Presently, the main use of the Grady Ranches is for cattle ranching purposes utilizing primarily a rest-rotation and deferred grazing system." Since there is no rest-rotation grazing formula in place on the Grady Ranches, this statement is not substantiated by fact.

If I am incorrect, please send a copy of the rest-rotation grazing plan to me and please present the formula at the upcoming public meetings. Also, did August L. Hartman or any MDFWP ^{biologist-range consultant} work on such a formula? reply requested.

Since rest-rotation grazing is the only method that will accomplish vegetation improvement and control soil erosion on all areas grazed by livestock, other methods mentioned in the easement, such as a deferred grazing system, is quite arbitrary and superficial.

With no rest-rotation grazing program 'on the ground' this seems to be a serious violation of the original 5 year agreement.

Sagebrush Control.

I thought it was firmly entrenched in the literature that sage control is highly unrecommended. The MDFWP publication, "Sagebrush - Ecological Implications of Sagebrush Manipulation, Fed. Aid Project W-101-22, by Abel Peterson, 1995" clearly documents the importance of sagebrush communities. I've also enclosed a letter from August L. Hormay, regarding sagebrush control. As pointed out by Hormay (Jan. 29, 1992), "Cultural control of sagebrush can hardly be justified on any basis. The threat of further soil and site degradation is ever present with the use of these measures because of removal of plant cover."

The easement proposal, page 2, states "The open sagebrush/grassland habitat provides critical winter range for big game animals." These habitats are utilized by a diverse group of nongame as well." Page 7, of the "Gady Ranches Conservation Easement states," Strategy - Allow the Landowner to treat no more than 250 acres of sagebrush during any five-year period" This is a sell-out of the wildlife resource.

If FWP has an avalanche of new literature to the contrary perhaps they should present the information at the public hearings.

Since the ink was no more than dry on the original agreement and sage was burned, this should

also be stated in the easement. Does this represent another violation of the original agreement?

Page 6 of the 1992 agreement states, "In addition to the management activities the agreement prohibits the landowner" from charging a fee for hunting access or ~~to conducting~~ commercial hunting or outfitting on..."

The easement proposal is silent on prohibiting fee charges and commercial outfitting.

Block Management

There is reference in both documents to block management. Is the Grady Ranches under block management also? Does that mean then, the landowner is paid twice? That's what happening in eastern Montana! Is 'landowner preference' allowed in the block management area for special permits? are there any set-a-side NE licenses? No mention in the easement proposal.

Dwellings

Page 4 (7) states "construct four dwellings of limited size in designated building areas" (8) "conduct guest ranching consistent of agricultural user of the property". This has the appearance of an outfitting business in the making. Is a hunting lodge planned?

Montana Department of FWP

This project is typical of the "tax
wagging the dog". The Landowner
would receive 2.35 million dollars
of sportsmen's dollars (not FWP dollars)
and would continue business as
is.

This is far too much money
to spend on a project with
limited value to Montana.

I favor a return of the \$350,000⁰⁰
plus interest to FWP. Approval of this
easement will send a poor message
to Montana Sportsmen.

When we consider Robb-Ledford WMA
purchased at \$2,010,000 (17,170.66 ac) Fee
Title; Brewer WMA \$1,114,600 (17,845.50 ac)
Fee Title, Dome M^o WMA \$1,540,299
(2,098.05 ac. - all critical elk wtr. range) - Fee
Title and to compare here with
\$2,350,000 for 12,900 ac. and not
even fee title, even the casual
observer would say, not a good deal
for Montana. Also, considering the
vast tax breaks to the landowner,
someone else then would make up
the required tax, like we do with
Turner's ranches.

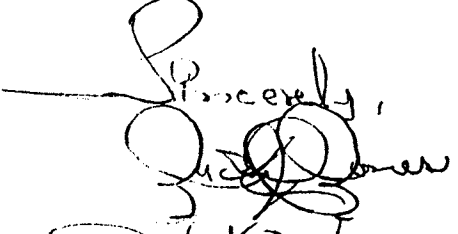
The map on figure 3, does not show what is public roads leading to public National Forest, BLM and public school trust lands.

The map should show this in addition to what would be considered R.S. 2477, rights-of-way.

In summary, I recommend FWP not proceed with this easement.

The sportsmen's dollars should be used for fee title of important big-game winter-spring range, and mule deer winter range.

Thanking you for your consideration.

Sincerely,

Jack D. Jones

Encl(3)

- cc: Director, FWP
- PLAAI - William Fairhurst, Pres.
- Coalition for Appropriate Mgt. of State Lands
- Sportsmen's Clubs
- J. Egan - F&G (retired)
- A. L. Horman - Range Management consultant

AUGUST L. HORMAY
Range Management Consultant

101 Acadia Street • San Francisco, California 94131
(415) 587-3155

January 29, 1992

Mr. Joel G. Peterson
Assistant Wildlife Manager, Region 3
Montana Department of Fish, Wildlife & Parks
1400 South 19th
Bozeman, MT 59715

COPY

Dear Joel,

This is in reply to your letter of December 10, 1991, about sagebrush.

Sagebrush has invaded millions of acres of grassland types and other types throughout the West. This resulted from deterioration of the plant cover and soil by improper management of livestock grazing. (The condition of the soil determines whether or not sagebrush can grow and persist on a site.) Sagebrush is a drought enduring species. It grows on young developing soils and on soils that have been deteriorated through erosion.

Sagebrush remains in the plant composition as the soil develops to maturity until soil conditions become more favorable for the growth of other plants higher on the successional scale. On a deteriorated grassland site for example grasses gradually take over and dominate and sagebrush is eliminated.

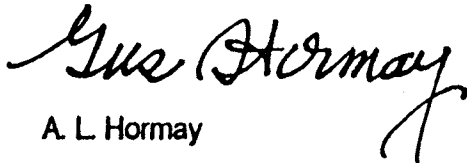
When a site, within the range of sagebrush, is deteriorated, soil conditions favoring the growth of sagebrush are again created and sagebrush reestablishes.

Efforts to control sagebrush by cultural means, such as spraying, burning, chaining and discing are doomed to failure. Millions of acres have been treated by these means throughout the West. Reduction in stands have been achieved, but were short lived. The stands reestablished in a relatively few years because of soil condition. Cultural control of sagebrush can hardly be justified on any basis. The threat of further soil and site degradation is ever present with the use of these measures because of removal of plant cover.

Sagebrush will yield to other plants higher on the successional scale only as the soil develops to a higher stage. This takes hundreds if not thousands of years depending on the degree of soil deterioration.

Sagebrush is here to stay for a long time on most of the sites it now occupies. It is a valuable component of the plant cover and ecosystem providing livestock, wildlife, recreation, watershed and other renewable resource values.

Very truly yours,


A. L. Hormay

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



P. O. Box 200701
Helena, MT 59620-0701
(406) 444-3186
FAX: 406-444-4952
Ref: PG0655.95
September 5, 1995

Jack D Jones
3014 Irene Street
Butte MT 59701-6326

Dear Jack:

Thank you for your thoughtful letter commending Joel Peterson. The document you referred to was a fine piece of work.

Unfortunately, it appears sage grouse are in decline in many parts of their range. A concerted effort is needed to conserve diverse sagebrush habitats.

Sincerely,

Patrick J. Graham
Director

c: Joel Peterson
Steve Lewis
Don Childress

Letter to F&G Director
regarding excellent publication
SAGEBRUSH - Ecological Implications
of Sagebrush Manipulation -
Fed. Wild Pres. 1995 W-101-R-2

Now F&G would 'FAVOR'
SAGE CONTROL ON GRADY RANCH' (1)
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STATE OF MONTANA
DEPARTMENT OF FISH, WILDLIFE AND PARKS

Office Memorandum

TO : Regional Supervisors - Attn:
Regional Wildlife Managers

FROM : Eugene O. Allen - By: Joseph L. Egan

SUBJECT: BLM/FWP MEMO OF UNDERSTANDING

DATE: November 17, 1980

The Memorandum of Understanding between the BLM and the Department of Fish, Wildlife and Parks dated Oct/Nov 1977 and Supplement No. 1 describes certain responsibilities concerning all land treatment. The pertinent section is as follows:

"IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. That this agreement applies to all land treatment practices which alter the vegetation by chemical or mechanical means; this includes, but is not restricted to, the following treatments: spraying, plowing, contour furrowing, chisel plowing, and interseeding...
- 3.b The District Manager will notify the appropriate District Supervisor, in writing, of any specific project proposals...no... later than March 15, two years prior to the proposed date of treatment..."

What all this means is that if BLM has done anything including burning sagebrush, without following the procedures outlined in the Memo of Understanding, they have sinned and caused us great mental anguish in addition to the possibility of screwing up the habitat. They have also put a great strain on the faith and confidence we have in the great federal bureaucracy. It would appear that we are justified in "taking BLM to task."

JLE:kc

bcc; Jack Jones