

# W H O A

WILD HORSE ORGANIZED ASSISTANCE  
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*N 2/27/92 Cathy*

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### In Memoriam

LOUISE C. HARRISON  
VELMA B. JOHNSTON, "Wild Horse Annie"  
GERTRUDE BRONN

February 27, 1992

Mr. Gerald M. Smith, Manager  
Schell Resource Area  
Ely District Office  
Bureau of Land Management  
HC 33 Box 150  
Ely, NV 89301-9408

Dear Mr. Smith:

Thank you very much for providing a copy of the Administrative Law Judges' dismissal of the appeal of Reed Robison and the Western Farm Credit Bank and attached stipulation.

W H O A would greatly appreciate a copy of the original appeal filed by Reed Robison and Western Farm Credit Bank. It would assist in tracking the points raised in the appeal with the final settlement. We are obviously concerned as to the meaning of the agreement on page 2, #2, wherein it states "...the BLM commits to work on wild horse management in the entire Antelope Wild Horse Herd Management Area, i.e. physical boundaries, availability of water, migration routes, etc.."

First, we would like to know why W H O A and the Nevada Commission for the Preservation of Wild Horses (State Agency) was not notified in advance of the stipulated agreement, as affected interests?

Second, what is meant by the BLM committing to work on "physical boundaries?" Boundaries, we might add that have gone completely through the Scoping, URA, and MFP process, in addition to the Antelope Herd Management Area Plan. Thirdly we would inquire as to the meaning of "etc?"

W H O A has no qualms regarding the collection of additional data that will assist in the proper management of the public land resources, and indeed commend any effort in that regard. We are alarmed, however, when the BLM enters into agreements with permittees regarding the management of wild horses, or their habitat without due consideration of the affected parties of the interest in question.

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Antelope  
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Please explain how on page 4, #5, you can change classification of animals in a stipulated agreement. Please explain on #6, wherein BLM permits use from 11/01 to 5/31 in Antelope and that the permittee agrees to move prior to 5/31, "once meadow grass is 6" in height." What happens if the grass does not get to 6" on 5/31? Does he stay until it does?

We request copies of all correspondence, communication, data, regarding the implementation of this stipulated agreement.

Most sincerely,

/s/

Dawn Y. Lappin (Mrs.)  
Director

cc: files  
Nevada State/Commission  
David A. Hornbeck