

L 8-27-01

# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Ely Field Office  
HC 33 Box 33500 (702 No. Industrial Way)  
Ely, Nevada 89301-9408  
<http://www.nv.blm.gov>

In Reply Refer To:  
4150  
Wright Trust and Kent Whipple Ranch (Trust)  
Grazing Case Files  
(NV-045.01)

Wright Trust  
P.O. Box 87  
Hiko, Nevada 89017-0087

Kent Whipple Ranch (Trust)  
HCR 61 Box 27  
Hiko Nevada 89017



AUG 24 2001

Dear Respective Permittees:

The transfer of grazing privileges for the South Hiko-Six Mile Allotment from the Wright Trust to Jay Wright has been completed, leaving the Wright Trust with only the grazing privileges for Cottonwood Allotment (#11015). In addition, the grazing privileges for the Pahranaagat West Allotment (#01081) are being transferred from William Randall of the River Ranch to the Kent Whipple Ranch (Trust). The signed "Acceptance of Terms and Conditions" forms for these allotments were also received from both parties. The Cottonwood Allotment is a Category "I" allotment while the Pahranaagat West Allotment is a Category "C" allotment.

The new grazing regulations require the authorized officer to consult, cooperate, and coordinate (CCC) with affected permittees, the State agencies responsible for managing resources within the area, and the interested public prior to the issuance of grazing permits (43 CFR §4130.2 (b)). Therefore, a copy of this letter and a copy of the Acceptance of Terms and Conditions form will be sent to individuals, groups and organizations that have expressed an interest in the management of livestock grazing on the aforementioned allotments.

You meet all of the qualifications as grazing permittees, outlined in 43 CFR §4110.1, and this offering and issuance of each permit complies with the regulations governing issuance of permits outlined in 43 CFR §4110.2-1, §4110.2-2, and §4110.3-2.

The terms and conditions outlined in the enclosed acceptance forms, with respect to the Cottonwood and Pahranaagat West Allotments, are those which have historically appeared on previous annual licenses and permits authorizing grazing use within the Allotment. However, for the Cottonwood Allotment they are also consistent with the Final Multiple Use Decision issued October 1993 and subsequent Settlement Agreement dated March 22, 1994, Schell Management Framework Plan (MFP), and the Schell Grazing Environmental Impact Statement (EIS) and subsequent Record of Decision, approved June 1983 and July 1983, respectively. For the Pahranaagat West Allotment they are also consistent with the Caliente Management Framework Plan (MFP), Caliente Final Grazing Environmental Statement (ES) and the Caliente Management Framework Plan Amendment and Record of Decision for the Management of Desert Tortoise Habitat. Desert Tortoise habitat exists on the Pahranaagat West Allotment.

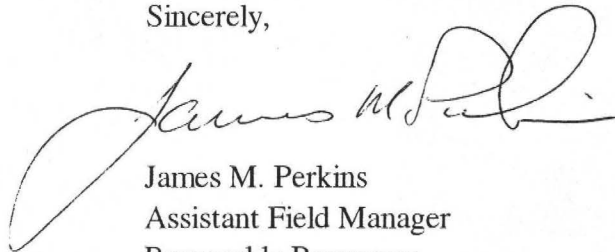
An Environmental Assessment is in the process of being completed for issuance of the proposed term grazing permits. The proposed grazing use for the Cottonwood Allotment is within the array of options identified for the alternatives and proposed actions analyzed in the Schell EIS. The proposed grazing use for the Pahrangat West Allotment is within the array of options identified for the alternatives and proposed actions analyzed in the Caliente ES.

If we proposed to change the terms and conditions of the proposed grazing permit, following the comment period, we will keep you and other interested parties informed. If we determine that it is necessary to offer you a permit via proposed decision, the decision will be sent to the interested public and will include a 15-day period for protest and a 30-day period for appeal.

With respect to this letter, the interested public is being asked to provide comments by September 4, 2001. Any comments in writing should be sent to James M. Perkins, Assistant Field Manager-Renewable Resources, at the letterhead address.

If you have any questions please contact Domenic A. Bolognani, Rangeland Management Specialist, at (775) 726-8124. If you would prefer to discuss this matter in person, please call to arrange an appointment so that we may respond to any questions you have.

Sincerely,



James M. Perkins  
Assistant Field Manager  
Renewable Resources

Enclosure(s) 1:

1. Acceptance of Terms and Conditions Offer

cc/enc:

Mr. Bill Wilson, White Pine Public Land Users Advisory Committee  
Mr. David Provost, White Pine County Commission  
Mr. Steve Foree, Nevada Division of Wildlife  
Mr. Lee Tillman  
Mrs. June Sewing, National Mustang Association  
Mr. Jerry Millett, Tribal Manager, Duckwater Shoshone Tribe  
Mr. Paul Clifford  
Nevada Cattlemen's Association  
Mr. John McLain, Resource Concepts, Inc.  
Dr. Tom Sanders, DVM, WP Conservation District  
Nevada State Clearinghouse, Wild Horse Commission  
Friends of Nevada Wilderness, Ms. Shaaron Netherton  
Lincoln Co. Public Lands Commission  
U.S. Fish & Wildlife Service



## ACCEPTANCE OF TERMS & CONDITIONS and REQUEST FOR GRAZING PERMIT

The WRIGHT TRUST (Mark Hull Wright, Trustee) agrees to accept the Terms and Conditions listed below and request that the Wright Trust be offered a Grazing Permit to graze the following allotment(s) in which the Wright Trust has a grazing preference: Cottonwood Allotment.

Wright Trust - Mark Hull Wright, Trustee

Livestock Number	Kind	Period of Use	Permitted Use (Active AUMs)	Historically Suspended Use (AUMs)	Total Use (AUMs)	% Public Land
233	Cattie	4/1 - 5/31	467	1,839	3,016	100
233	Cattle	10/1 - 12/31	705			

\* Actual Permitted Use (1177 AUMs) = Total Use - Historically Suspended Use

### Terms and Conditions:

In accordance with 43 CFR 4130.3-2, the following terms and conditions will be included in the grazing permit for the Cottonwood Allotment:

1. Livestock numbers identified in the term grazing permit are a function of seasons of use and permitted use for each allotment. Deviations from those livestock numbers and seasons of use may be authorized on an annual basis where such deviations would not prevent attainment of the Multiple-Use Objectives for the allotment.
2. Deviations from specified grazing use dates will be allowed when consistent with Multiple-Use Objectives. Such deviations will require an application and written authorization from the authorized officer prior to grazing use.
3. Pursuant to 43 CFR 10.4 (G) the holder of this authorization must notify the authorized officer by telephone, with written confirmation, immediately upon discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4 (C) and (D), you must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer.
4. The authorized officer is requiring that an actual use report (Form 4130-5) be submitted within 15 days after completing your annual grazing use.
5. The payment of your grazing fees is due on or before the date specified in the grazing bill. This date is generally the opening date of your allotment. If payment is not received within 15 days of the due date, you will be charged a late fee assessment of \$25 or 10 percent of the grazing bill, whichever is greater, not to exceed \$250. Payment with Visa, MasterCard or American Express is accepted. Failure to make payment within 30 days of the due date may result in trespass action.

6. Grazing use will be in accordance with the Mojave-Southern Great Basin Standards and Guidelines for grazing administration as developed by the Mojave-Southern Great Basin Resource Advisory Council and approved by the Secretary of the Interior on February 12, 1997. Grazing use will also be in accordance with 43 CFR Sub-part 4180 - Fundamentals of Rangeland Health and Standards and Guidelines for Grazing Administration.

**Additional Terms and Conditions:**

In accordance with 43 CFR 4130.3-2, the following terms and conditions will be included in the grazing permit for the Cottonwood Allotment:

7. Grazing shall be in accordance with the Final Multiple Use Decision issued October 25, 1993 and the Settlement Agreement dated March 22, 1994.

Signed:

WRIGHT TRUST

Mark Hull Wright TRUSTEE  
WRIGHT TRUST (Mark Hull Wright, Trustee)

Date:

July 14, 2001

## ACCEPTANCE OF TERMS & CONDITIONS and REQUEST FOR GRAZING PERMIT

The Kent Whipple Ranch, which has been wholly included into the Kent Whipple Trust of which Jane Whipple (Bradshaw) is Trustee, agrees to accept the Terms & Conditions listed below and requests that the Kent Whipple Ranch (Trust) be offered a Term Grazing Permit to graze the allotment(s) in which it has a grazing preference as listed:

ALLOTMENT		LIVESTOCK		GRAZING PERIOD		% Public Land	AUMs		
Name	Number	Number	Kind	Begin	End		Permitted Use	Hist. Susp. Use	Total Use
Pahranagat West	01081	28	C	10/01	05/31	100	220	0	220

### Terms and Conditions:

In accordance with 43 CFR 4130.3-2, the following terms and conditions will be included in the grazing permit for the Pahranagat West Allotment:

1. Livestock numbers identified in the term grazing permit are a function of seasons of use and permitted use for each allotment. Deviations from those livestock numbers and seasons of use may be authorized on an annual basis where such deviations would not prevent attainment of the Multiple-Use Objectives for the allotment.
2. Deviations from specified grazing use dates will be allowed when consistent with Multiple-Use Objectives. Such deviations will require an application and written authorization from the authorized officer prior to grazing use.
3. Pursuant to 43 CFR 10.4 (G) the holder of this authorization must notify the authorized officer by telephone, with written confirmation, immediately upon discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4 (C) and (D), you must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer.
4. The authorized officer is requiring that an actual use report (Form 4130-5) be submitted within 15 days after completing your annual grazing use.
5. The payment of your grazing fees is due on or before the date specified in the grazing bill. This date is generally the opening date of your allotment. If payment is not received within 15 days of the due date, you will be charged a late fee assessment of \$25 or 10 percent of the grazing bill, whichever is greater, not to exceed \$250. Payment with Visa, MasterCard or American Express is accepted. Failure to make payment within 30 days of the due date may result in trespass action.
6. Grazing use will be in accordance with the Mojave-Southern Great Basin Standards and Guidelines for grazing administration as developed by the Mojave-Southern Great Basin Resource Advisory Council and approved by the Secretary of the Interior on February 12, 1997. Grazing use will also be in accordance with 43 CFR Sub-part 4180 - Fundamentals of Rangeland Health and Standards and Guidelines for Grazing Administration.



Additional Terms and Conditions:

In accordance with 43 CFR 4130.3-2, and the Caliente Management Framework Plan Amendment and Record of Decision for the Management of Desert Tortoise Habitat (September 2000), the following terms and conditions will be included in the grazing permit for the Pahranaagat West Allotment:

**Pahranaagat West Allotment**

1. From March 15 to October 15, livestock use may occur as long as forage utilization management levels do not exceed 40% on key perennial grasses, shrubs and perennial forbs: livestock use may occur between October 15 and March 15, provided forage utilization management levels do not exceed 50% on key perennial grasses and 45% on key shrubs and perennial forbs. When the use levels are reached, livestock will be moved to another location within the allotment or taken entirely off the allotment. Grazing is subject to established season of use for the allotment.
2. All vehicle use in desert tortoise habitat associated with livestock grazing, with the exception of range improvements, shall be restricted to existing roads, trails, and large sandy washes. Permittees and associated workers shall comply with posted speed limits on access roads. No new access roads shall be created. Range improvement projects associated with grazing allotments administered by the Bureau's Ely Office shall comply with terms and conditions 5-8 of this biological opinion.
3. Tortoises discovered by the permittee to be in imminent danger during routine cattle movement or maintenance activities, may be moved out of harms way by the permittee providing the permittee has received the required training.
4. Use of hay or grains as a feeding supplement shall be prohibited within grazing allotments to avoid the introduction of non-native plant species. Mineral and salt blocks are authorized subject to 43 CFR section 4130.6-2(c) and should be placed in previously disturbed areas wherever possible, to minimize impacts to desert tortoise and its habitat. In some cases, blocks may be placed in areas that have a net benefit to tortoise by distribution livestock more evenly throughout the allotment, and minimizing concentrations of livestock that result in habitat damage.
5. Livestock levels will be adjusted to reflect significant, unusual climatic conditions which result in a dramatic change in range conditions (e.g., drought and fire), which negatively impact the ability of the allotment to support tortoises and cattle to a degree considered by the Bureau and Service beyond the scope of this consultation.
6. The permittee is required to take action to remove any livestock that move into areas closed to grazing. If straying of livestock onto such areas becomes problematic, the Bureau of Land Management (BLM), in consultation with the U. S. Fish and Wildlife Service (USFWS), shall take measures to ensure straying is prevented.

Signed: Kent Whipple Ranch (Trust) Jane Whipple (Bradshaw) <sup>Trustee</sup> Date: 7-20-01  
Kent Whipple Ranch (Trust) - Jane Whipple (Bradshaw), Trustee