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 Bureau of Land Management  
 UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT  
 WASHINGTON, D.C. 20240  
 NEVADA STATE OFFICE  
 RENO, NEVADA

12-14-66  
 IN REPLY REFER TO:  
 6622.1 (712d)

December 14, 1966

Memorandum

To: SD, Nevada  
 From: Chief, Wildlife Staff  
 Subject: Nevada Wild Horse Range

Attached is a copy of the Memorandum of Understanding between the Department of the Air Force and the Department of the Interior signed by Dudley C. Sharp and Elmer F. Bennett. Acting State Director, Martin Buzan, had requested a copy of this in his memo of August 8.

The management plan for the wild horse range, on page 10, states that this memorandum establishes the range; however, it appears to apply only to the Desert Game Range.

Several days ago I contacted the Air Force to expedite their promised policy statement on their use of the gunnery range; they assured me that it is forthcoming.

We would like to borrow, for our own use, the movie footage of "Mustangs," shot under the direction of Martin Buzan.

Enclosure

*Robert Smith*

ROUTING		Initial	Info	Action
	All RMC&P			
	Range			
	Forestry			
	R C & D			
	Wildlife			
	Policy			
File:				

Number Received /		
Routing	Initial	Date
1 SD	<i>RS</i>	<i>12/16</i>
AO		
RUS		
ECON		
2 RPM		
LO		
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Action FD		
File	6622	1

DEC 19 1966

Resource Management

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF THE AIR FORCE,  
BUREAU OF SPORT FISHERIES AND WILDLIFE, DEPARTMENT OF THE INTERIOR  
AND  
BUREAU OF LAND MANAGEMENT, DEPARTMENT OF THE INTERIOR

WHEREAS, the Department of the Air Force (Department of Defense) has used certain lands within the Desert Game Range in Clark County, Nevada, under the provisions of certain Executive Orders and Public Land Orders which have expired, and

WHEREAS, the Department of the Air Force has continued to use the lands of the Desert Game Range under the provisions of a Memorandum of Understanding dated July 16, 1951, and amended October 23, 1953, and

WHEREAS, the Air Force desires to continue activities required for the training of Air Force Personnel involving the air space over some of the lands heretofore used, and to make additional use of additional lands of the Desert Game Range, and

WHEREAS, the Bureau of Land Management and the Bureau of Sport Fisheries and Wildlife of the Department of the Interior have the joint responsibility to manage, develop and administer the lands within the Desert Game Range as evidenced by a Memorandum of Understanding dated August 9, 1949, which Memorandum of Understanding is in accordance with the terms of Executive Order 7373 dated 20 May, 1936, establishing the Desert Game Range and Public Land Order 156 dated August 4, 1943, and the provisions of the Taylor Grazing Act, and

WHEREAS, the administration and use of certain lands of the Desert Game Range for military, grazing and wildlife purposes will be facilitated by definition of the rights and responsibilities of the agencies involved,

NOW, THEREFORE, the Department of the Air Force, hereinafter referred to as the Air Force, and the Department of the Interior, hereinafter referred to as Interior, for and in consideration of the mutual benefits to be derived therefrom, hereby mutually agree as follows:

1. The Air Force shall have the use of the following described lands of the Desert Game Range, subject to the terms and conditions of this Memorandum of Understanding. The geographical location of these lands are indicated on the attached map and as described below:

Mount Diablo Meridian

Township 9 to 14 South, inclusive, Ranges 54 to 59 East, inclusive  
Township 15 South, Range 56 East  
Sections 1 thru 30 inclusive  
Sections 34 thru 36 inclusive  
Township 16 South, Range 56 East  
Sections 1 thru 3, inclusive  
Township 18 South, Range 62 East  
Sections 17 thru 36, inclusive

Approximately 81,480 acres of land, more or less, located approximately 27 miles northwest from the eastern boundary of Nellis Air Force Base, adjoining the eastern boundary of Nellis Air Force Range, Clark County, Nevada, and more fully described as follows:

(1) Parcel 1, adjoining the eastern and southern

boundaries of the Nellis Air Force Range, Clark County, Nevada, comprised of township 15 south, ranges 57 and 58 east; sections 1 to 6, the northeast quarter of section 7, sections 8 to 16, the northeast quarter of section 17, the northeast quarter of section 21, sections 22 to 26, the northeast quarter of section 27, the northeast quarter of section 35, section 36, all in township 16 south, range 57 east; section 1 to 7, the south half and the northwest quarter of section 8, the west half of section 16, sections 17 to 21, the southwest quarter of section 22, the southwest quarter of section 26, sections 27 to 35, all in township 16 south, range 58 east; section 1 to 4, the northeast quarter of section 5, the northeast quarter of section 9, the north half, the southeast quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of section 10, sections 11, 12, the northwest quarter of section 13, the north half and the southeast quarter and the northeast quarter of the southwest quarter of section 14, the northeast quarter of the northeast quarter of section 15, all in township 17 south, range 58 east; section 6, the northwest quarter of section 7, all in township 17 south, range 59 east, Mount Diablo Meridian, Clark County, Nevada, a total of 81,160 acres, more or less.

(2) Parcel 2, the south half of the southeast quarter and the southeast quarter of the southwest quarter of section 20, the southwest quarter of the southwest quarter of section 21, the northwest quarter of the northwest quarter of section 28, the north half of the northeast quarter and northeast quarter of the northwest quarter of section 29, all in township 16 south,

range 57 east; for a total of 320 acres more or less, Mount Diablo Meridian, Clark County, Nevada.

2. Within the limits of practicability, all military planes flying over the Desert Game Range shall observe an air space reservation and shall maintain a minimum altitude of at least 1,500 feet above ground level, except when landing and taking off at Indian Springs Base and when using the approach corridor in townships 16 and 17 south, ranges 57, 58 and 59 east or when using the air-to-ground targets, and when flying low level combat profile operations on the targets covered in this agreement. In the interest of safety and to minimize disturbance factors at the Corn Creek field station, the Air Force agrees to include in local operational directives instructions to all pilots to maintain a minimum elevation of 5,000 feet M.S.L. over the station. To insure compliance with these instructions and to maintain a satisfactory horizontal distance from the field station, a ground marker will be established whereby aircraft will have a positive reference for remaining clear of the Corn Creek station. It is understood that air-to-air gunnery operations will be conducted at elevations of 10,000 feet upwards above ground level and that this same air space reservation applies to Air Force operations over the rendezvous points established in the Sheep Range. It is further understood that steps will be taken by the Air Force to avoid all indiscriminate firing--that is, all firing inconsistent with the accomplishment of the mission, while the aircraft are over the lands of the Desert Game Range.

a. Interior hereby consents to the establishment and/or the continued use of the targets or facilities by the Air Force in areas listed below. Targets or other facilities may be established or moved within the areas specified below when mutually agreed upon by the Refuge Manager of the Desert Game Range, the District Manager of the Bureau of Land Management, Las Vegas District No. 5, and the Commanding Officer, Nellis Air Force Base.

- I. Air-to-ground Range No. 1, T.15 S., R.56 E.
- II. Air-to-ground Range No. 2a, T.14 S., R.58 E.  
No. 2b, S $\frac{1}{2}$  T.11 S., and N $\frac{1}{2}$  T.12 S., All in E $\frac{1}{2}$  R.58 E.
- III. Air-to-ground Range No. 3, T.15 and 16 S., R.57 E.
- IV. Air-to-ground Range No. 4, T.14 S., Ranges 55 and 56 E.
- V. Rendezvous Point No. 1, T.16 S., R.60 E.
- VI. Rendezvous Point No. 2, T.14 S., R.61 E.

Items number I, II, III, and IV may be used only for dropping inert bombs with spotting charges, for air-to-ground gunner, rocketry, and Napalm practice using training ordnance; however, in order to conduct directed high powered demonstration, use of high explosives in areas No. 1 and 4 will be coordinated with the Refuge Manager.

Items V and VI may be used only as markers for aloft rendezvous points and for no other purpose. In the event modification or maintenance of the rendezvous point markers is necessary within the areas designated above, the Air Force will secure an entry permit from the Refuge Manager before performing the work.

b. Application for targets outside of the four areas specified above may be approved by the Bureau of Sport Fisheries and Wildlife.

3. It is mutually understood and agreed that the sole right acquired by the Air Force as a consequence of this agreement shall be the use of the area as set forth in paragraph 2 above, unless a withdrawal of lands covered by this Memorandum of Understanding is effected on behalf of the Department of the Air Force (Department of Defense) in which event the lands withdrawn will be administered pursuant to the terms of the withdrawal order and of this Memorandum of Understanding. Particular reference is made to Parcel 1 and Parcel 2 as described in paragraph 1.

4. In order to carry out the development and management of the lands covered by this agreement for wildlife purposes, mutually satisfactory agreements between the Refuge Manager of the Desert Game Range, the District Manager of Las Vegas District No. 5 and the Commanding Officer of Nellis Air Force Base shall be reached as necessary, and shall be limited to paragraphs 2(a) and 5(b) of this agreement, in order to satisfy the immediate and local requirements of each agency.

5. (a) In order that the problems involving the lands of the Desert Game Range may be mutually resolved, the Air Force agrees to appoint a liaison officer to work in cooperation with the Refuge Manager of the Desert Game Range and District Manager, Las Vegas District No. 5 which liaison officer shall have the responsibility to deal with all problems relating to the use of the lands and operations of the Desert Game Range under this agreement. It is agreed that the liaison officer of the Air Force will

work in close cooperation with the Refuge Manager of the Desert Game Range and the Range Manager, and that such officer shall have the authority to control the activities of Air Force personnel on the Desert Game Range and shall be responsible for the enforcement of restrictions that may be determined to be necessary in connection with wildlife and range management. The liaison officer will advise the representatives of the Interior agencies when periods of additional time can be made available for carrying out their program.

(b) Officials of Interior shall have access to the lands of the Desert Game Range covered by this agreement for purposes of inventory, predator control, law enforcement, development, public hunts, maintenance and other necessary management activities during all regular weekend periods of Air Force inactivity providing the necessary clearance is received by the Refuge Manager of the Desert Game Range from the Nellis Air Force Base liaison officer. There shall be scheduled during each month a 4 consecutive-day weekend, inclusive of Saturday and Sunday, when personnel of Interior shall have free and uninterrupted use and access to one or more areas as specified by local agents of Interior. In addition, Air Force will make available one period of 14 consecutive days each calendar year when Interior will have free and uninterrupted use and access to the lands covered by this agreement. This 14-day period will be as mutually agreed upon by the Commander, Nellis Air Force Base, and local representatives of the Interior agencies.



Interior will advise the liaison officer when any of the periods of free and uninterrupted use and access are not required for their purposes. It is understood and agreed that during such periods of free and uninterrupted use by Interior, the Air Force may continue to utilize the lands of the Desert Game Range for its practice operations, with the following restrictions: That no bullets, rockets, or missiles will be fired into the Range, it being agreed that the Air Force may continue to fly its planes over the reserved area and to fire at targets, but that flying and firing will be accomplished in such a manner as will not in any way interfere with Interior's use thereof, or be of any personal danger to official personnel of the Department of the Interior.

6. The liaison officer will be empowered to enforce the regulations of the Air Force bases, and in addition to enforcing security on the areas used by the Air Force, will arrange to have pilots flying routine daily training missions, submit reports of any observations of entry or use of lands within the Game Range boundaries to the Wing Liaison Officer, who will promptly notify the proper Interior officials.

7. The Air Force shall bear all costs of suppressing fires within the jointly used area when such fires are attributable to Air Force use and will cooperate with the Interior to the fullest extent possible in reporting and suppressing all fires within the Game Range.

8. The duration of this Memorandum of Understanding is for a period of 10 years from date of approval, automatically renewed for one successive 5-year period in the absence of a 6 month's notice prior to the expiration date by either the Secretary of the Air Force or Interior requesting termination of the Memorandum of Understanding. This Memorandum of Understanding may also be cancelled by the Secretary of the Interior for nonuse by the Air Force for one year or longer. It may also be terminated by mutual agreement between the parties hereto.

9. The Air Force personnel will be prohibited from entering upon or carrying or using firearms or ammunition, for uses and purposes other than those set forth in paragraph 2, on the Desert Game Range unless such action has the approval of the local Interior official. It is agreed that individuals specifically designated for search and rescue may enter the Range for those purposes and that individuals specifically designated for guard duty may possess firearms within the Range for the protection of Government property.

10. Interior agrees to the use of its facilities by the Air Force and to cooperation by its personnel as requested by the Air Force to aid in the recovery of lost pilots and downed planes and equipment.

11. The Air Force agrees to furnish Interior, from time to time, if available, with aircraft and other equipment with operating personnel for purposes of aerial patrol and maintenance

of the Desert Game Range, wildlife inventory, waterhole inspection,  
and for other wildlife management and livestock operations of the  
Range.

IN WITNESS WHEREOF, the signatures have been affixed  
hereto on the respective dates herein indicated.

(Sgd.) Dudley C. Sharp  
Secretary of the Air Force

DEC 8 1960  
(Date)

/s/ Elmer F. Bennett  
Actg. Secretary of the Interior

Jan. 20, 1961  
(Date)

1 Incl  
Map of Desert Game Range