

## Chapter 1 : Leases & Licence Agreements For Agricultural Land

*The lands in Long and Little Round valleys have been irrigated for years, before LADWP set foot in the Eastern Sierra. Mark Lacey, with leases in Long Valley, told the board the ranchers may stay through the five-year term of the new leases to see if they can make it work.*

Ranchers Turn a Profit by Subletting U. Inside the Bureau of Land Management. Third in a series. How the BLM manages the California desert. He owns a small ranch, but needs additional pasture in the spring and summer. Suitable land not owned by the government is too expensive to buy. Unlike a lot of western ranchers, Davidson has to pay fair-market value for the public grazing lands he uses--and he pays it to his competitors, who have exclusive government permits to graze those lands. And they pocket the difference. What they do is illegal. But since they have the permits, Davidson and many other small ranchers must pay, federal appraisers have found. Some pay in cash while others pay with livestock. Often, payments are concealed by arrangements that defy outsiders, including the BLM, to uncover and prove. Few of the ranchers who sublease public lands are willing to talk about it. Davidson spoke only as long as his actual name and state were not used. He and others said they fear ostracism by other cattlemen, and worry that if they are known to speak out they could find no place to graze their herds next year. The trouble, they say, is that the grazing fee set by Congress and extended by presidential fiat is scandalously low. Not only does this fail to generate revenue to cut the federal deficit, it fails even to produce enough revenue to cover the cost of running the grazing program itself. Damage to Land At the same time, critics argue, the fee is so low that it becomes economic to run cattle on sparsely vegetated lands, sometimes denuding them and turning them into desert, other times eradicating native grasses and leaving behind only unpalatable sagebrush. Cows graze more than million of the million acres of BLM-managed land, an area larger than California and Nevada combined. For example, public lands are by definition open to the public, increasing the danger of rustling. Ranchers using public lands also must install and maintain their own fences and sometimes roads, they add. Several ranchers also applauded the BLM for several recent wildlife-enhancement projects, such as the reintroduction of bighorn sheep in some parts of Montana and the construction of waterfowl nesting habitats in Idaho. However, a number of BLM workers privately concede that subleasing, common or not, does indicate that the grazing fee is too low and that low fees encourage overgrazing that threatens thousands of acres each year. Attempts to raise the federal grazing fee--or to enact other reforms, such as trimming grazing allotments to reduce overgrazing--have met with ferocious opposition in Congress and, recently, the White House. For example, after the BLM and the Forest Service jointly pursued an exhaustive study of more than 47, individual grazing leases throughout the West--the study that documented more than 1, cases of illegal sublets--an effort was launched in Congress to raise the grazing fee. This is the amount of vegetation an average cow consumes in a month, roughly about pounds of forage. Subsequent analysis of the raw government data by Colorado State University agronomists C. Kerry Gee and Albert G. BLM Denial Despite the conclusions of the report it co-sponsored, BLM officials flatly deny that subleasing occurs, at least not for profit.

### Chapter 2 : RangeNet - Project Permits - BLM Grazing Permits and Leases

*Livestock Grazing on Public Lands. The BLM manages livestock grazing on million acres of those lands. The terms and conditions for grazing on BLM-managed lands (such as stipulations on forage use and season of use) are set forth in the permits and leases issued by the BLM to public land ranchers.*

He shares his experience and knowledge at conferences around the country, in his books, and at an annual school. I had driven by this vacant pasture land about two miles from my farm for many years. The rest was overgrown with brush and it had very steep ridges, limited water and had been hayed to death. The only fence on the farm was one strip of road frontage and a section between a neighbor. It also had some good potential: The landowner purchased the farm to hunt, fish and build a summer retirement home. Managing the farm was frustrating for them. Every summer they battled the brush only to find that it had grown right back up when they returned. No one else wanted to rent it because there was too much missing fence, and they were thinking of selling the place. Having been raised on a farm, they understood the concept of management-intensive grazing when I explained it. They said if I could keep the livestock out of their pond and lake they would be willing to consider leasing the place to me. A tour of the property gave me an idea of what kind of forage I could expect and the challenges to using it. Then I estimated the gross income potential. The existing forage base did not work for stockers so I calculated custom grazing cows as a clean up crew the first year. In the second year I planned to frost seed red clover and graze stockers. My figures looked like this: I was getting pretty excited by now about the potential this farm had. Since the landowners said they could agree to a ten year lease and seemed interested in fixing the water issues if the first year went well, I put together a proposed contract. You can read all the details of the contract in this chapter of my book, No Risk Ranching. I scheduled the yearly payments for a time when I had no other bills due and proposed a lease payment that grew as the health and profitability of the farm grew.

### Chapter 3 : Mono Supervisors take up cause of water-less grazing leases - Sierra Wave: Eastern Sierra Ne

*Long term leases need annual or periodic adjustments. Forage production can vary greatly from year to year and so should stocking rates. Landowner's may have to adjust the grazing fee price based on forage value trends, increases in taxes, or for good management practices by the livestock owner.*

Not yet reviewed Use this licence to allow a third party to use your agricultural property for hosting an event. The usage should be for a short period of time, such as over a week. The agreement contains provisions that: Try searching across our entire legal document library Please enter your search words Our leases and licence agreements cover most situations in which you will want to let agricultural land and property. Which you should use depends largely on the use of the land, and also the terms of the deal you want. We explain more about each type of document after we help you find the right one. If you need any help, please do ask us. What type of document you should use Land law is complicated, having been designed to protect tenants dependent on living from the land from owners who otherwise would have power to dictate terms of occupation. Using the wrong type of document has implications for a landlord on what a tenant may do on the property and the ease with which a contract can be ended. In disputes, the law is more likely to be applied to the circumstances of occupation rather than the title of the legal document. Grazing If the person who wishes to use your land will use it for business purposes, such as for grazing a herd of sheep that will be sold for meat then in most circumstances you should use a FBT agreement. The exception is if he uses the land only for grazing and not for any other purpose, such as breeding, and the horses or livestock will be on the property for less than a year. If the person who wishes to use your land is not using it for business, but could use it for purposes other than just grazing such as storage of vehicles as well , either a licence to occupy or a lease could be used. A licence agreement must be for a short term and the owner keeps responsibility for looking after it, but it gives the user far fewer rights than if he were a tenant under a lease. Farming and other agricultural business uses If the land will be farmed to raise livestock or grow a crop - then you must use a farm business tenancy agreement. Other non-agricultural business use If the property will be used for non agricultural activities, then you should use an agricultural land lease. It is a standard business property lease for land that includes additional relevant provisions for special care. Most likely, the purpose will be to hold an event requiring the land for only a few days, such as a car boot sale, market, or wedding. Using a lease is fine, but doing so gives the tenant certain rights at the expense of the owner. For example, the landlord must notify the tenant of his intention to end the grazing lease well in advance and in a certain way. The Net Lawman grazing agreement is different. It is neither a lease nor a license to occupy. It grants a right to buy a crop and to take the crop using animals to graze the land. The agreement can be used for livestock of any type, including sheep, horses and cows. It is suitable if there is a shed, shelter or barn on the land, but the building must be used for the animals only. The owner must maintain the property. Because it gives the licensee no rights of occupation, the owner concedes far fewer rights than he or she would do under a grazing lease. A 9 month contract is often used. No other use is allowed. However, the law is unspecific as to where the line should be drawn. Farm business tenancy agreements These tenancies were created under the Agricultural Tenancies Act , and later modified by the Agricultural Tenancies Order. The law applies only in England and Wales. A farm business tenancy agreement is lease for a commercial farm. Like a business lease, what matters is not what you call it, but the nature of the arrangement. If you let property to someone for use in his farming business, you create a farm business tenancy. You can also create this tenancy by mutual agreement - likely to be because the tenant wants the particular protection provided by such a lease. The parties must sign and exchange copies of a notice before the start of the tenancy that states that both sides intend for the arrangement to be a FBT. Mutual service of this notice is a legal requirement under section 1 4 of the Act. We have included a copy of this notice for your convenience with these documents. Definition of a farm business This is defined in similar terms to what anyone would expect the term to mean. Farming encompasses all sorts of businesses, from those growing crops in fields including grass, hay or silage , to those where the crops are grown in an orchard or under glass e. Keeping animals for recreation or as a hobby e. A garden centre is not an agricultural business,

but plant growing is. The scale of the business is not important: Changes in use of land over the duration of a farm business tenancy. If the circumstances of occupation suggest that the character of the tenancy is primarily agricultural, then it is a FBT. Change of use may be anticipated. But over a long term, there will inevitably be changes which the parties did not anticipate at the start. A change will not necessarily disqualify the agreement. The law does not make clear how far diversification may go. However, it seems that peripheral or additional business operations will not prevent a tenancy from being a farm business tenancy, for example, operation of a farm shop or a camp site. In any case, any diversification of use other than farming is likely to require the consent of the landlord. If a change is in breach of the lease terms, he can take action. Example tenants who might use this type of tenancy agreement a farmer renting additional property. The shorter lease comes with a menu of over 50 options to empower or restrict the tenant. The longer lease has 23 sections and 3 schedules, plus over 62 optional covenants. This lease also includes provisions you may require in the long terms but which would be quite unnecessary for a short term occupancy. Leases where the tenant is a non-agricultural business. These leases can be used to let any sort of property where care of the land is important. The property is most likely to be fields, but could be woodland or moorland, and could include buildings. One can be used whether the tenant is a private individual or a corporate person. The only circumstances in which they are unsuitable are if the tenant is a farmer in agricultural business and the land is in England or Wales. The use could be varied, from private use for riding or storage of gardening machinery, to other uses, such as running a mountain bike rental shop. For property in England and Wales, the term of the lease should be at least 6 months and less than 7 years. These documents include extensive positive obligations on the tenant on how the property should be maintained. We presume that the property being let is of high quality. The obligations should help it remain so. Account has also been taken of: The Landlord and Tenant Covenants Act The Regulatory Reform Regulations. In balancing the codes with the law and the interest of the Landlord, we have followed the codes where reasonable, but have preferred his interest, where there may be a difference. In Scotland, the leases are drawn under common law, providing much more flexibility as to the arrangement. Key points covered in the leases include: In order to avoid the agreement being construed as a tenancy, many owners have let land for less than days, under the supposition that a term of less than a year makes the arrangement a licence. However, since , that is not sound law. The length of the agreement is indicative, but what matters are the terms of the deal. Any contract that gives exclusive possession either for a particular term of years or regularly from year to year will be deemed to be a tenancy in law. If the agreement also sets out terms which are usual in a lease such as that the licensee should maintain the property , the case for it being a lease is even stronger. This applies even if the written agreement is called a licence and the written contract is dressed up to look like a licence agreement. So he is stuck with the obligations of a landlord but none of the benefits and fine tuning that a proper lease would have given to him. Despite all the law about exclusive possession, there are still many occasions when your deal can be arranged through a commercial contract where the terms create what is technically a licence and not a lease. You can always renew a licence once it expires - on the same or different terms. If you are letting for longer than a year or so, we recommend that you use a lease. One more small point about a licence - avoid allowing anyone to live on the property. It is always more difficult to remove a person who has established residence than if he has parked his van and gone home. He is a squatter, so you would not have the problems that arise in terminating a residential tenancy - but still best to avoid. If the licensee is to graze 4 pet sheep on the land, the damage is likely to be very different to that caused by a herd of cows. If the land is being grazed, remember that different animals eat different plants. It might be a good idea to alternate the types of livestock allowed on the land so as to keep certain species of plants from overwhelming others. For that you will need prescribed lease clauses PLCs. We provide a suitable form free of charge for download here. We include instructions on how to add these to your lease.

### Chapter 4 : [USC07] 43 USC Grazing leases and permits

*Lease other than the event of default set forth in a. above, including, specifically, notice to Tenant that the Premises, or any part thereof, are being overgrazed or misused.*

A range ecologist and professor emeritus for UNL Extension, Pat now consults with rangeland owners and managers. Reece has some insight on helpful components of leases from his experience that are highlighted in a recent webinar " Helpful Components of Grazing Leases. The goal is to improve the range condition of the pasture. What is the initial condition of the rangeland, fences, and infrastructure? Use words like "poor, fair, good, excellent" and "low, mid, high" to describe them in your written lease. Define an Animal Unit. An Animal Unit is a set amount lbs air dried forage a 1, pound animal will eat. Reece encourages all leases to be based on Animal Units AU. Discuss and specify the forage requirement of the livestock. State when the grazing season begins and ends. Include delayed entry, if you want to be flexible in the spring and avoid grazing after late frosts. Adjust for grazing management enhancements practiced by the livestock owner. This could include rotational grazing, photo-monitoring, and keeping precipitation and grazing records. Always have a destocking clause. This is the most important clause of the lease and protects from overgrazing when various conditions lead to reduced forage production. These conditions could include drought, fire, hail, grasshoppers, or late and severe spring frosts. When these occur it is in the best interest of the livestock and land owners to destock. Decide on who will settle lease disagreements. Identify an "outside" rancher or expert. The arbitrator needs to look for compromise and offer a recommendation. Each party will pay for half of the arbitrator fee. This arbitrator may help settle disputes and keep the matter out of court. Long term leases need annual or periodic adjustments. Forage production can vary greatly from year to year and so should stocking rates. Summary A written lease forces communication between the land and livestock owners. Talking over expectations between both parties allows them to take responsibility for certain areas.

**Chapter 5 : Helpful Components of Grazing Leases | UNL Beef**

*Rangelands 10(3), June federal grazing fees are too low and the controversy will continue. Summary News story coverage of the grazing fee controversy commonly deals only with the fact that private grazing fees.*

Burrowing owls and black-tailed prairie dogs thrive here, too. Then, amid this prairie wildlife nirvana, I spot a herd of grazing black Angus. Cows are not only welcome on the Matador, but their endless appetite is essential to enhancing wildlife habitat. Allowing cows on wildlife lands can raise eyebrows, even hackles. Too bad about the cows. Grasses and forbs broad-leafed plants need periodic cropping to produce their full potential. TNC uses cattle grazing along with carefully controlled burns to create a mosaic of vegetation that benefits a wide range of native birds, mimicking how migrating bison once created similar patchworks across the Great Plains. Surrounding ranches graze their cows on the Matador at steep discounts if they conduct certain wildlife-friendly practices such as using rotational grazing or protecting prairie dog colonies on their own properties. Most important, no ranch can be in the grass bank if it plows up prairie to plant crops. Operating on tight margins, ranchers can feel pressed to convert prairie to row crops. In this way, TNC uses the Matador grass to expand its wildlife conservation footprint on an additional , acres of grazing land. The grazing arrangement makes business sense, too. One participating rancher is Dale Veseth, who joined the grass bank at its inception. The worst effects come from chronic overgrazing. That robs prairie birds of nesting habitat and cover to escape predators. Grazing cattle also stunt the growth of woody plants such as chokecherries, dogwood, aspen, and ash. On streams, improperly managed cows can trample banks, creating silt that covers spawning gravel and suffocates fish eggs and aquatic insects. Cattle are often managed to graze vegetation halfway down from one pasture to the next. Giving plants a break Surprisingly, the very grazing that degrades wildlife habitat can, with some tweaking, actually make it thrive. Most beneficial is rotational grazing. Under this approach, cattle are allowed to eat grass for shorter periods in specific areas while other pasture rests. Rotational grazing comes in several variations, all of which aim to give prairie plants a break to replenish energy in root systems, regenerate, and produce seeds before cows return. Periodic trimming reinvigorates grasses and forbs. It also reduces accumulated dried fuels, which can produce ultrahot wildfires that incinerate seeds and sterilize soil. But more and more ranchers are discovering the ecological and economic value of regularly resting pasture. Fish and wildlife conservation groups, longtime opponents of public land grazing, have recently begun to help ranchers find the sweet spot where wildlife and livestock objectives overlap. The National Audubon Society, National Wildlife Federation, and Trout Unlimited provide economic incentives for ranchers to manage cattle in ways that protect streams and native plants. Click to enlarge Rotational grazing is nothing new. For centuries, herdsman in Africa, Asia, and Europe have nudged their cattle, sheep, and goats from one pasture to the next. In the early s, after observing that plants could not survive and reproduce without periodic respite, range ecology pioneer Arthur Sampson developed the first systemized approach to deferred rotation in the United States. By moving cattle more often, rotational grazing requires more labor, fencing, and water sources. As part of an FWP lease, several hundred cattle owned by Sieben Livestock Company have spent the past few weeks grazing the area. Sieben has run cattle on 6, acres of the 36,acre WMA since as part of a vegetation regeneration management agreement. We walk to a trampled pasture that was heavily grazed a few days earlier. Many leasees also provide public hunting access on their land, an added benefit. In addition to the , WMA acres leased statewide for conservation grazing, another 90, acres of pasture is periodically rested on adjacent ranches and other leased lands as part of the agreements. Sieben crews use portable fence to keep cattle away from Cottonwood Creek, home to a restored native westslope cutthroat population. As cows improve habitat for some species, they can degrade living conditions for others. Influenced by meetings with Hormay, the rotational grazing guru, the department in began its first lease at Mount Haggin, just outside Anaconda. FWP plant ecologist Bob Harrington tracks long-term effects of grazing on WMAs, monitoring vegetation growth, species composition, and soil health. FWP uses the information to adjust grazing leases in ways that increase benefits and reduce problems. Not surprising for such a counterintuitive practice, WMA grazing has its critics. In a given year, one 3, to 7,acre pasture is grazed

during the growing season, one is grazed only after grass seed heads ripen in early July, and one is rested with no grazing. That regime, the same that FWP requires in its grazing leases, gives each pasture two full years of not being grazed before seeds ripen. They picture healthy prairie as a sea of knee-high grasses rippling in the breeze. Yet by eating grass and drinking water, cows today do nothing different from what millions of grazing bison did for thousands of years. Movement, says Martin, the TNC habitat expert. Kept on the go by predators and human hunters, bison naturally mowed down some grassland areas while leaving others to regenerate. With managed movement, cows can produce similar effects. Martin says cattle—whether on a private ranch or a state wildlife area—are a tool for managing grasslands. Some Montanans object to FWP buying land, even though acquisitions come from willing sellers. Grazing leases have also allowed FWP biologists to develop relationships and build trust with neighbors, leading to better wildlife conservation practices on private land. WMAs demonstrate sustainable grazing practices that landowners can apply to their own property.

### Chapter 6 : Anybody rented any pasture land in Central Texas lately? | TexAgs

*become available to lease. Leasing grazing land has long been a way Tips offered to enter into an agreeable grazing lease. good many of those are women.*

Much of the OAG report deals with the statement that "current legislation allows an unquantified amount of personal financial benefit to some leaseholders over and above the benefits of grazing livestock on public land". It could be a financial disadvantage. The OAG brings up two ways the leaseholder reaps the financial benefit of managing a lease. The first is the compensation paid to leaseholders as mandated under Surface Rights Act for the headache of managing industrial activity on lease lands. Honestly ask yourself - if your job just got many times harder due to circumstances outside your control, would you think a higher compensation is out of line? It should be noted that less than half of lease land has industrial activity on it and very few to the degree where the payments are high meaning widespread financial benefit, if there is any, is simply not happening. Further to this topic, the OAG report then sites Bill 31, an unproclaimed bill from , that would see more of these compensation fees go to the government and less towards the party who suffers the consequences and accepts the liability of industrial activity. It is irresponsible to bring up Bill 31 without also bringing up Bill 16, which was proclaimed and repealed most of Bill . The second way the OAG reports leaseholders gain financial benefit from a public asset is the sale of leases and using the lease as collateral on mortgages and loans. Grazing dispositions are very similar to how other disposition agreements work in this regard. The lease contract itself is the private property of the leaseholder. The contract has value for the person who holds it. This concept is an essential foundation for all business. In addition, ranchers carry the liability on the leases. Since they are undertaking all the risk for all the land users on the Crown land, there absolutely should be some collateral value of the lease contract. It seems the big picture is not seen in this issue. It is far more complex than it would seem on the surface and the far reaching implications of recommending changes to a system that is not understood are astronomical. Two closing comments on the OAG report: Is that part of a systems audit? That job is for elected officials. Taking credit publicly for the OAG undertaking this audit is Bob Scammell, journalist and long-time critic of the compensation payments to leaseholders. He is obviously working on his own agenda. The favourite story of journalists, Mr. Scammell included, is that government got it wrong. Although it would seem that the very existence of healthy lease lands where Mr. This prejudice is what would seemingly be at the bottom pushing his agenda along. He continues to turn a blind eye to the facts that discredit his math on these payments. Notwithstanding the fact that a journalist instigated the OAG report in the first place, the OAG does owe it to all Albertans to at least take an objective approach. One example of this would be to do their own research which would include why Bill 31 was repealed by Bill

### Chapter 7 : Building Your Farm Business on Leased Pasture – On Pasture

*Summary: Where BLM is proposing to "renew" grazing permits or leases for a year period, get your hands on the most recent allotment monitoring evaluation. Compare the findings with the terms of the proposed renewal.*

It should be your first consideration in looking for land if you are young, new to agriculture, planning to expand an enterprise you already run, have limited financial resources, or for any reason are reluctant to buy land. This ad lists the amenities that come with this pasture lease As a year-old rancher with student loans to pay, I am starting from the ground up with little capital. Leasing pasture makes so much more sense for someone in my situation than buying a farm. True, you will most likely be making regular payments like you would on a mortgage. However, there is no interest or property taxes on a lease. You can obtain land and get started in grazing without going into six figures of debt. It leaves your money free for purchases that will bring a faster return on your investment, such as buying animals. Maximum income with little associated debt is the most important goal for a fledgling farm business. Though short contracts less than 5 years are not recommended, leases are far less permanent than buying property. Buying and selling land is a lengthy process that involves much paperwork, stress and red tape. The opportunity to renew or discontinue a lease every few years gives your business flexibility to grow and change. An informal one-page contract is usually all you need. Before you start looking for land to lease, make a mental or written list of requirements. What is the maximum distance from your house or farm that you are willing to travel? Closer is always better, especially if a fence goes down or a calf needs to be pulled. How many acres do you want to start with, and how many will you want in a few years as your operation grows? What is your timeline for growth? How much fencing, brush clearing and water system construction are you willing to undertake before placing livestock on the land? You have many sources of information available through which to find land. You can place an ad of your own, seeking pasture to rent. Send e-mails and make phone calls every chance you get. You never know who might know someone, so ask everyone! My mother recently applied for a part-time job at a local racetrack. If small brush is beginning to grow up in a field or the fence is in bad shape, it has probably sat idle for a few years. Plenty of people are looking for a leasee. Hunting land is a good bet. Often the owner only uses it for a couple weeks and would appreciate someone taking care of it the rest of the year. You can find out by getting a plat map from the county courthouse as well. Always talk to at least two different landowners and tour their farms before deciding. Five or more years is a long time to regret making a snap decision or choosing the wrong property.

*Often livestock owners don't important grazing leases in writing. We get advice from an ag law specialist.*

Share A man is as good as his word, unless it comes to future disputes over a handshake agreements. While some livestock producers may only have a handshake agreement for renting grazing land, having a written lease is important in protecting both the tenant and landlord. Some disagreements do end up in court and different states have different laws about whether a written lease is required for it to be enforceable. For those reasons, Fuller advised that producers and landlords brush up on the laws in their particular state. In some states, unwritten leases may be legal, but can be difficult to enforce. Fuller recommended both parties have an attorney go over the lease, or write it with them. Grazing leases should contain an accurate property description; not just an address, but actual tract information on the specific parcels of land. A lease should also contain the names, address and emergency phone numbers for all those involved in the lease. Stocking rates and the kind of animals allowed to graze should be included in a grazing lease. Most leases require the tenant to keep records of turn-on and turn-off dates, the number of livestock grazed, and should submit those records to the landlord at the end of the grazing season. A grazing lease should also outline who is responsible for maintenance and improvements, such as maintenance of fences, corrals, water development and other structures, as well as range improvements practices such as weed control, seeding, fertilization, etc. The lease should define the lease rate and how it will be calculated, as well as the method and conditions of payment, when the rent is due and whether insurance is required. It is generally recommended that the lease carry a stipulation requiring the tenant to carry liability insurance for the livestock on the leased property. Special clauses may also be included regarding the right to terminate the lease if it is breached, or procedures to modify or terminate the lease in case animals need to be removed because of fire, drought, flood or other emergencies. Lease agreements may also specify prohibited activities such as hunting, fishing or logging. Fuller said she encourages people to work through a budget so they know what their break-even is. Unfortunately, Fuller said that for many states, detail on market rates is lacking. She finds that, at least in Montana, the best information on current grazing lease rates are from the U. However, those statistics may not be entirely representative, as they are averages over a wide range of variable property and could have been in place for a long time. Also, the statistics may not account for fluctuating cattle prices. Fuller suggested that producers can talk to their extension agents, local lender or neighbors to get an idea of current rates in their area. The MSU publication lists several types of grazing leases: The rental rate remains the same for the duration specified, however, the tenant assumes the risk of changes in annual forage production due to weather. These kinds of lease arrangement are also used when the leased land consists of various land types rangeland, seeded pasture, crop aftermath, forest, etc. To eliminate confusion about the definition of an animal unit month AUM , it may be simpler to write a grazing lease on a per-acre basis, then stipulate the number and kind of livestock allowed. The typical definition of an AUM what one 1,pound animal requires to graze for one month has caused a great deal of confusion, as most cows now are significantly bigger than that. More News on AgFax.

**Chapter 9 : My First Wonderful Lease – Part 1 – On Pasture**

*A years-long disagreement between cattle ranchers and conservation groups over which grazing animals should get precedence on the grasslands covering Point Reyes National Seashore – dairy cows.*

This is where you can get things broken down by things like allotment, operator, AUMs authorized, AUMs nonuse, and so forth. That is the breakdown by allotment of what monitoring and evaluations they have done recently. Again, I would call and ask to talk with whoever is in charge of rangeland monitoring. You might also want to request a copy of all monitoring evaluations that they completed in or other years. Some of these can be pretty long 60 pages or so, but can be real eye openers. They have known for over a decade that BLM Manual H Chapter IV requires them to conduct an evaluation at least "coordinated with the renewal schedule of long-term year grazing permits and leases" for all categories of allotments, and more often on category "I" allotments as provided in H IV A 2 a. Therefore, there was no excuse for the appropriations bill riders in and allowing renewal of permits and leases in the absence of NEPA compliance. When the evaluations have been properly done, technical compliance with NEPA is a cinch. Sustainability of the interpretations in the evaluation is another matter. This is primarily addressed to Johanna Wald since she has the longest involvement with the BLM of anyone, but I would appreciate comments from all. IWP, as an interested public on approximately 17 separate BLM Resource Areas in 4 states, is beginning to receive term grazing permit renewals for permits which have expired or will expire in as "proposed decisions" from everywhere. Some from Idaho were preceded 3 months ago by scoping letters. Note that these are not just "interim" permits for as permitted under the rider to the Omnibus Appropriations Bill of last fall but are full ten year permits. These ADs are merely checklists saying that there is no new information and that all environmental consequences have been adequately analysed in a prior NEPA compliant document to which they tier the AD. I am sure you have all seen similar documents. To give you an example of the degree of thoroughness the BLM is exercising: I have one permit renewal for an allotment in the Bruneau Resource Area in Idaho near the Nevada border which states that: Recent aerial reconnaissance of this section of the creek shows it to be in "fair" condition". When I spoke to the range con, Steve Jirik, about this he told me that the BLM did not know why the two miles of Sheep Creek was listed for improvement since "the permittee said that his cows had trouble getting into the bottom because of the canyon". I asked him if he had been there and he said no he had not, and no one else had either. He said that the staff did not have time to ground-truth all allotments. When I proposed that a permit renewal was a good time because permittees are under pressure to sign permits offered by the agency to add terms and conditions to ensure compliance with 43 CFR as required by regulation such as annual stubble height, stream bank trampling, woody browse, and cobble-embeddedness standards, he said they had not considered that "at this time"! And, therefore, is it time to have a national case? I think this is more a case of getting BLM to nationally comply with standardized NEPA compliance procedures that they already have in place. Or is the agency exempted by the Wyoming case Tom Lustig has been working on, where the BLM claims an interpretation that grazing is an "ongoing activity" like a radio station license under FCC permit under the federal APA and therefore a permit must be issued even if the agency must do NEPA compliant analysis in some ill-defined interim period? BLM might be "forced" to continue authorizing grazing through "annual authorizations" until they have performed that neglected NEPA compliance review, but I believe any attempt to issue a year permit would be highly contestable under the provisions of Section b of the Federal Land Policy and Management Act FLPMA which states: Provided, That the absence from an allotment management plan of details the Secretary concerned would like to include but which are undeveloped shall not be the basis for establishing a term shorter than ten years. The discussion on monitoring and evaluation policy also applies to this question. And, they have been getting away with a lot when it comes to permit "renewals" for a long time. It has evolved to a point where, other than an entry in a computer database, the BLM essentially recognizes no difference between annual authorizations issued recognizing payment of fees - and issuance of a 10 year permit. Also, BLM makes no distinction on whether a formal "decision" is required when making changes in authorized grazing whether the change occurs during the term

of a permit, or at "renewal" time. Note that I place "renewal" in quotes. That is because BLM does not actually "renew" permits, it issues new permits! The grazing regulations Title 43 Code of Federal Regulations Parts have provided for literally decades that " Permittees or lessees holding expiring grazing permits or leases shall be given first priority for new permits or leases if: While the authorized officer must not be "arbitrary or capricious" in exercising discretion regarding the new permit and its terms and conditions, the burden of proof must clearly be different with the offer of a new permit as compared with attempting to make changes during the term of an existing permit. The BLM never takes advantage of this! The legal eagles can sort this out for you better than I can, but let me give you a little background. Prior to that, the procedure was: The current procedure replaces the "show cause notice" with a "proposed decision" which automatically becomes the final decision in the absence of a protest. Regardless of the procedure, there is something that may not be clear. It is not necessary for there to be a formal "proposed decision" for an adversely affected party to file a protest. If BLM makes it clear in some manner that it plans to undertake some action that will adversely affect you, you can file a protest. In the absence of a supportable technicality for dismissing the protest, this can force a formal "decision" which is then appealable. Other actions that constitute a defacto decision may also be appealable even though no formal "proposed decision" was ever issued. Again, I suggest consulting our legal eagles. These produce additional steps you have to go through to exhaust your administrative remedies before going to a real court. Hold BLM to their own policies, they do have some good ones if they follow them. This plan is one place that monitoring and evaluations are to be tied to activity plan and land use plan objectives, and it provides for statewide minimum standards. While the initial RPS is a summary of land-use planning decisions, the RPS Update is primarily a progress report and notice of future actions to be taken. Information in the RPS Update must be sufficiently specific to permit interested parties to determine whether they may be adversely affected by one or more future actions. Those individuals or groups who notify the authorized officer in writing that anticipated decisions for a specific This is a good example of where the environmental community let the BLM get away with something. The were "sufficiently specific to permit interested parties to determine whether they may be adversely affected by one or more future actions" to the point that it was very clear where in several allotments they 1 had an objective to improve rangeland condition 2 had determined that trend was downward and 3 therefore proposed to increase stocking. There were also examples fewer where they 1 had an objective to maintain rangeland condition 2 had determined that trend was upward and 3 therefore proposed to reduce stocking. No, those are not typos. They were going to reward poor management and punish good management. Unfortunately, nobody in the environmental community or even the livestock community for that matter picked up on this. At the same time, an adjoining BLM district was putting only the most general information in their RPS updates - things like they were going to evaluate certain allotments, or had performed an evaluation and were going to issue certain permits. They got away with the generalized eyewash, so now everybody does it! However, it should not be too late to challenge them where they fail to do an RPS update or do not provide enough specifics to judge whether or not you might be adversely affected. This is where the beef is. Here you get double beef. Some are coded to the series range while some are coded to the series interdisciplinary , but most have a high degree of similarity. We were all borrowing the best portions of what others had developed. Most of these handbooks include standards for what is to be monitored and establish timeframes for monitoring and evaluation. Several other states adopted the same timeframes which had the rationale that category M allotments should be evaluated at least once during the term of a 10 year lease preferably near time for renewal , and that category I allotments should also be evaluated for a possible mid-term correction. Where BLM is proposing to "renew" grazing permits or leases for a year period, get your hands on the most recent allotment monitoring evaluation. Compare the findings with the terms of the proposed renewal. Do not accept findings that monitoring is inconclusive and more data is needed. If, after two decades, the data is inconclusive - then there is no discernible trend. If the objective is to "maintain", then this is fine. As such, they could trigger a finding of non-conformance based on the other listed criteria for plan conformance if the grazing permit renewal would continue present management. Conversely, an appropriate change in management might bring the proposed action back into conformance. That conference included a set of concurrent program meetings with a BLM District Manager, or Associate District Manager, attending each

of the concurrent sessions and taking notes. The notes include summaries of several presentations and discussions that remain timely and illustrate "what BLM knew, and when they knew it". Those notes are reproduced below: These are notes taken by individuals to summarize their understanding of internal BLM working sessions and discussion of matters including sensitive issues, speculation, and individual viewpoints. As such, these are not official files or records and are not suitable for release to the public.