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Bureau of Indian Affairs

Range Management

General Grazing Regulations Handbook

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General Grazing Regulations Handbook

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APPENDIX

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1.0 Introduction

A. Purpose. The purpose of this manual supplement is to provide administrative guidance and technical instructions to administrative line officers and their professional staff assistants who are charged with the duties of implementing the execution of the General Grazing Regulations contained in Part 151 of Title 25-Indians, Code of Federal Regulations. The Navajo Grazing Regulations (Part 152) and Grazing Regulations for Former Navajo-Hopi Joint Use Area Lands (Part 153) of Title 25 are not included in this supplement. Delegation of authority and general guideline for implementation of Part 153 are included in BIAM 70.

This supplement will not repeat instructions contained in the Commissioner's rules and regulations (25 CFR 151) unless clarity demands a repetition prior to adding instructions and information. Therefore, the user of this supplement must be thoroughly familiar with the rules and regulations or have them at hand.

The sections of this manual supplement refer directly to the corresponding paragraph of 25 CFR 151. The same paragraph title is used followed by the reference to Title 25, Code of Federal Regulations, Part 151 in the Table of Contents. Example: 1.5 Establishment of Range Units. (25 CFR 151.5)

B. Scope. The scope of the range management functions conducted by professional rangeland managers on Indian owned trust and/or restricted land has no counterpart in the practice of rangeland and livestock management on land administered by other public agencies.

Bureau of Indian Affairs range conservationists lack line authority. They implement the execution of the administrative line officers' responsibilities for the use, development, and conservation of about four-fifths of the approximately 50 million total acres of Indian-owned land. This is actually privately owned land under a unique situation where the ownership is in the name of tribes or individual Indians but the title is held in trust or restriction from alienation by the Federal Government.

1.1 Definitions. The following definitions are in addition to those contained in 25 CFR 151.1.

ANIMAL UNIT - A standard used in establishing the relative grazing impact of different kinds and classes of livestock & wildlife. The unit is considered to be one mature (1000 lb.) cow or the equivalent

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based on an average daily forage consumption of 26 lbs. dry matter per days. (Abbr. A.U.)

ANIMAL UNIT EQUIVALENT - A numerical system used to express forage requirements of a specific kind or age class of livestock or wildlife in relation to the requirement of the "animal unit".

Animal Unit Equivalent Guide

Cattle:		Goats:	
Cow, with or without calf	1.0	Mature	.2
Bull, mature	1.3	Yearling	.15
2 year old	.8		
Yearling	.6	Wildlife:	
Horses:		Bison Bull	1.3
3 year old & over	1.5	Bison Cow	1.0
2 year old	1.0	Bison Yearling	.6
Yearling	.75	Elk	.7
		Deer	.2
		Antelope	.2
		Bighorn sheep	.2
Sheep:			
Mature	.2		
Yearling	.15		

ANIMAL UNIT MONTH - The amount of feed or forage required by an animal unit for one month. (Abbr. A.U.M.)

LEASE - A privilege revocable at will in the discretion of the Secretary and not assignable, to enter on a specified tract of land for a specified purpose.

LIQUIDATED DAMAGES - Special monetary compensation paid to the Superintendent for distribution to landowners by a permittee for Lands Not Covered By Permit (See Form 5-5515).

ON AND OFF LANDS - A term derived from Certificate And Application for On and Off Grazing Permit Form 5-5521. This provision may be used to allow permittees who own or control rangelands that may be grazed as part of their range unit to include these lands as an integral part of their range unit permit. Certification of land ownership or tenure by the permittee and approval by the Superintendent is required.

1.2 General Authority. The President of the United States and the Secretary of the Interior are statutorily responsible for the Indians' land and are lawfully authorized to execute that responsibility. A

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listing of the applicable statutes precedes the body of the General Grazing Regulations in 25 CFR 151. Without relinquishing responsibility, the Secretary has delegated his authority, with certain exceptions, to the Commissioner of Indian Affairs who has in turn redelegated most of his authority to subordinate line officers (see 10 BIAM).

Following this section is "Reference No. 1" which outlines the respective administrative levels at which various authorities are designated in 25 CFR 151 to be exercised in the implementation of the General Grazing Regulations. However, it is absolutely essential that 10 BIAM be consulted in order to ascertain precisely where respective delegated and redelegated authorities rest at any given jurisdictional location.

Within the framework of the prevailing line authority and land ownership complexities the range manager promotes a program of full production, sustained yield use, and development and improvement of the grazing resource for the economic benefit of the Indian people. Needless to say, he must lead but not command. His recommendations are subject to the discretion of his superior officers, who may or may not be trained in his discipline, and the tribal governments and individual landowners. The inherent interests of the latter two are sometimes conflicting.

Reference No. 1

Administrative Levels Designated by 25 CFR 151 to Exercise Specified Authority.

Important Note: The specific authorities set forth in 25 CFR may have been redelegated to a subordinate administrative officer. Careful examination of 10 BIAM to identify the administrative level that exercises a specific authority is essential.

A. Commissioner:

(1) Written authorization to supersede 25 CFR 151; approval of forms needed to carry out the purpose of 25 CFR 151.

(2) Approval of tribal actions establishing tribal fees and taxes, other than annual grazing fees, associated with permitted grazing privileges. These actions would typically be those pertaining to tribal regulation of trade with nonmembers of a tribe.

(3) Approval of a permit preparation fee schedule different from that in 25 CFR 151.22.

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B. Area Director:

(1) Approval of Superintendent's prescribed maximum live-stock numbers and seasons of use.

(2) Approval of the Superintendent's prescribed allocation eligibility requirements when a governing body fails to act.

(3) Approval of advertisements proposed by Superintendents and departure from a 30 day advertisement period; concurrence with Indian bid preference criteria determined by governing bodies; authorization of negotiation of grazing privileges in lieu of advertisement.

(4) Establishment of a minimum charge for grazing privileges permitted on allotted land, for non-Indian owned livestock authorized to be grazed by allocated permittees on tribal lands, and for all tribal lands when no rate is established by governing bodies.

C. Superintendent:

(1) Delimitation of areas to be managed as range units as determined through consultative collaboration with tribal governing bodies.

(2) Prescription of maximum number of livestock and seasons of use, followed by continuing review and adjustment as warranted, subject to Area Director's approval.

(3) Approval of grazing permits issued by tribal governing bodies; issuance and approval of permits on range units comprised of allotted lands or in combination with tribal and/or government land.

(4) Inclusion of allotted land in permits as authorized by the owners or other legal processes and of tribal land as authorized by governing bodies; issuance of permits on tribal land when a governing body fails to act, subject to governing body veto during 60 days following written notice of intent; inclusion of government land not already otherwise under permit or lease.

(5) Concurrence with allocation eligibility requirements prescribed by governing bodies; authorization of allocated grazing privileges on allotted land in concert with governing bodies allocation programs; prescription of allocation eligibility requirements, subject to Area Director's approval, when governing body fails to act after 60 days written notice.

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(6) Proposal of grazing privilege advertisements for Area Director's approval; waiving technical defects in advertisements and bid proposals (as reserved in Form 5-5513, Sale of Grazing Privileges); determination of grazing privilege awards following advertisement; negotiation of grazing privileges under terms authorized by the Area Director.

(7) Approval to permit allotted land at landowner stipulated rental rates higher (because of above average value) or lower (when permitted to a member of the landowner's immediate family) than the established reservation minimum rental rate.

(8) Execution and approval of permit assignments, modifications, and cancellations.

(9) Authorization for construction and removal of improvements installed upon permitted rangelands.

(10) Determination of bonding requirements and amounts.

1.3 Objectives. Range conservationists at an agency location can expect to be involved not only in range and livestock management but also in watershed management, game and fish management, outdoor recreation, wildfire prevention and control, and land and livestock law and regulations enforcement and litigation. He is a generalist employing a grouping of scientific conservation disciplines of which he is most fortunate if he can claim complete formal training in more than one or two. As a member of the Superintendent's staff he will be called upon to function in these disciplines and also as adviser and teacher.

Influences affecting the functions of a range conservationist employed by Interior's Bureau of Indian Affairs are not limited to biological ecology and laws or rules. He must always be understandingly aware of the influences of the complex and sometimes subtle sociological, cultural, traditional, and aspirational differences within and between Indian groups.

1.4 Regulations; Scope; Exception. Rangelands shall be administered under 25 CFR 151 except as authorized by the provisions of this section. Farm-pasture lands not suitable for management as range units may be leased pursuant to 25 CFR 131.

Range conservationists should also be cognizant of the allied parts of 25 CFR 2, 131, 141, 152, & 153.

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1.5 Establishment of Range Units.

A. Purpose and Objective. Range units are the land management units into which the rangeland area is divided for conservation, development, and effective utilization purposes. The objective is to delimit range unit boundaries which enclose land management units that represent the best balance between such factors as proper land use opportunities and limitations, landownership status variations, individual landowner interests and goals (including economic return), utility to potential permittees, and overall reservation land use and management policies set by tribal governing bodies.

B. Consultation With Indians. Prior to the delimitation of range units, the Superintendent and his staff shall seek to ascertain representative tribal and individual Indian objectives and needs through consultation with tribal governing bodies, Indian organizations, and individuals.

C. Range Unit Delimitation. The Superintendent, giving full consideration to the ascertained wishes and needs of the Indians, shall delimit range units in a manner which will achieve the best balance between all factors requiring consideration within the tolerable limits of proper land use and management requirements.

D. Size of Range Units. The 2,560 acre size set for designating a rangeland area which is best suited for grazing use as one or more range units does not represent either a maximum or a minimum limit on the size of a range unit or an idealistic size. The Superintendent must determine whether or not the rangeland can be administered to the greatest advantage of the Indians and the land as range units or farm & pasture leases.

1.6 Grazing Capacity and Season of Use.

A. Approval and Determination.

(1) Approval. Subject to the approval of the Area Director, the Superintendent shall prescribe the maximum number of livestock which may be grazed on range units. The stocking so prescribed shall not be increased without the Area Director's prior approval. (See instructions on reverse side of Form 5-5526, Illustration No. 15.)

(2) Determination. The stocking rate shall be determined by range unit and shall be based upon the best available technical information for the type or types of range concerned. Full use should be

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made of soil-range inventories and surveys to establish or adjust stocking rates. Acceptable and tried technical procedures and methods can be obtained from experiment stations, colleges, and other agencies doing research work on the subject and located in the area. Full consideration should be given to stocking rates prior to issuance of permits for each permit period.

(a) Lands considered in stocking rate estimate. Restricted Indian-owned lands and Government owned rangelands under the jurisdiction of the Bureau of Indian Affairs which are accessible to livestock shall be considered in estimating stocking rate.

(b) Adjustments for different kinds of livestock. Ordinarily the grazing capacity of rangelands will be shown in "animal units" and "animal months." The grazing capacity for other kinds of livestock should be established in accordance with the factors which affect stocking rate and the grazing and herding habits of the livestock to be grazed. A proper ratio should be established between cattle and other kinds of livestock and between a cow unit and a different age group of cattle such as yearlings when desirable.

(c) Grazing season. The Superintendent will establish the opening and closing dates of the grazing season by range unit based upon the best available technical information. Grazing management plans shall be established to provide the most satisfactory use by the permittee consistent with proper management.

(d) Provision for wild horses and burros. Grazing by wild horses and burros shall be taken into account in determining stocking rate for domestic livestock. Grazing permits should be issued only for the reduced estimated stocking rate until such time as the wild horses or burros are removed permanently from the range.

(e) Provision for big game and wildlife. In establishing stocking rates, allowance will be made to take care of game animals and other wildlife dependent upon the forage resource and habitat. Existing wildlife numbers and habitat needs to fulfill conditions of wildlife management plans adopted for a reservation must be fully coordinated with use by domestic livestock.

B. Range Utilization Checks and Condition Studies.

(i) Relations to range management. Annual utilization checks shall be made to determine the effectiveness of the range management program. Range condition studies are conducted as needed for management planning.

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(2) Responsibilities. It shall be the responsibility of the Superintendent to supervise the making of annual utilization checks by range units and range condition studies as needed for management planning, and to maintain a permanent record of such checks and studies. Such studies shall be made under the guidance of the Area Director, pursuant to standards and procedures prescribed in the Bureau's "Range Management Handbook." (Appendix to 55 BIAM Supplement 1)

C. Range Management Plans; Responsibility. It shall be the responsibility of the Superintendent to supervise the preparation of range management plans, in cooperation with the tribe, landowners and permittees, and under the guidance of the Area Director.

Guidelines for preparation of range management plans are contained in the Range Management Handbook. The range management plan may include construction of designated range improvements, brush control, seeding and other vegetative manipulation as well as specific grazing management systems. Any special requirements that are to be made a condition of grazing permits, which might include all or any part of the range management plan, must be included in the advertisement for sale of grazing privileges. They must also be incorporated in the terms of the grazing permit.

D. Range Research and Herbariums.

(1) Research. Funds are not available for conducting needed grazing investigations which involve determination of methodology and the collection and subsequent interpretation of detailed plot data at definitely scheduled intervals in accordance with recognized research standards. Standards established by State, Federal, and private research agencies should, therefore, be used as criteria for Indian reservations. It may be desirable to initiate studies of range problems in cooperation with Federal and State research agencies especially where the studies will continue over extended periods of time. Projects, such as range plots, camera point studies and transects, that will extend over a considerable period of time should not be undertaken unless arrangements are made for proper study and recordings of data on a fully scientific basis.

(2) Herbariums. Herbariums should be maintained on reservations having important grazing resources. The herbarium should be displayed so as to obtain maximum educational impact. Appropriate precautions should be taken to keep the specimens free from rodent or insect damage.

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1.7 Grazing on Range Units Authorized by Permits.

A. All grazing permit contracts are subject to the approval of the Superintendent.

(1) Tribal governing bodies may not issue a grazing permit if the range unit contains individually owned trust or restricted land. The permit on such a range unit must be issued by the Superintendent unless otherwise authorized by the Commissioner.

1.8 Grazing Exempt From Permit.

A. No permission is required for an adult member of any tribe to graze his own or livestock under his control on his own land or land for which he has responsible control.

B. In the event that the owner-user is not the sole owner of the land (shares ownership in undivided interests with one or more other heirs) then his permit-exempt grazing privileges should be limited to the grazing capacity of his undivided interest or he should furnish the Superintendent with satisfactory evidence that the other heirs consent to his use of their undivided interests.

C. There is no Federal law regarding fencing requirements on Indian land. However, allowing livestock to drift or graze on unowned or uncontrolled land without a permit is an act of trespass.

D. In the absence of adequate fencing controls it may be necessary for the Superintendent to negotiate a no cost common use permit with the owner-user, covering the grazing capacity of his land, permitting his livestock to graze at large within the range unit where his land is located.

1.9 Authority of the Superintendent to Include Land in Grazing Permits.

A. Allotted Land. The Superintendent shall include only those lands in grazing permits for which he has been given written authority by those landowners or for those landowners whose written authority is not required or is unobtainable. Form 5-5525, Authority to Grant Grazing Privileges on Allotted Lands, (Illustration No. 14) is the approved instrument which must be signed by those landowners who give written authority that are adult tribal members of any tribe who do not use their own land for grazing.

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(1) Effective period of authority. The authority granted by Form 5-5525 shall remain in effect until revoked, conditions arise which make it necessary to seek lower minimum rates acceptable to the landowners, or when changes in ownership occur.

(2) Authority revocation. The Form 5-5525 authority may be revoked at the discretion of the signers by written notice to the Superintendent not less than seven months prior to the termination of any grazing permit then in existence. Revocations should coincide with the next anniversary date of the permit, and will be effective upon the termination of any permits executed under the authority granted, including permits allocated to Indians or permits resulting from an advertisement for competitive bidding that occurred prior to the filing of such revocations.

(3) Allotted lands not covered by written authority.

(a) Notify the permittee and landowners concerned in writing that the unfenced allotted lands in the range unit which are not covered by the written consent of the owners may be fenced by the owners for their own use or by the permittee to prevent his livestock from drifting thereon.

(b) In the absence of fencing by the landowners, notify the permittee that he shall be liable for reasonable damages if his livestock graze on such unpermitted lands. Unless the permittee fences out the land he shall deposit as liquidated damages, an amount not less than the annual rental which would accrue to the land if permitted.

(c) If the land is not fenced and is grazed by the permittee's livestock, the deposit for liquidated damages shall be credited to the landowners' IIM accounts at the end of the annual period of the permit.

B. Tribal Land. Tribal governing bodies normally use resolutions governing the disposition of grazing privileges as a means to authorize Superintendents to include tribal land in grazing permits. The "time action" taken to give this authority, is sufficiently in advance of the beginning date of a permit period to allow the orderly accomplishment of all things necessary to commit grazing privileges on range units on or before the beginning date of the permit period. This lead time must include sufficient time for the 60 day period during which a governing body may veto a unilateral action proposed by the Superintendent if it determines that such an action is necessary. A

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tribal veto of such an action by the Superintendent is subject to review by the Secretary who may or may not overrule a tribal veto.

1.10 Allocation of Grazing Privileges.

A. General. Not less than seven months prior to the expiration date of existing grazing permits, the Superintendent should furnish the governing body with all of the information available which will be helpful in making the determinations and taking the actions outlined in this section. This information should include a map of the range units available for both allocation and/or advertisement, the acreage, maximum allowable stocking, seasons of use and kinds of livestock limitations (if any) for each range unit. The information about grazing rental rates required for the establishment of grazing fees must also be presented to the governing body.

B. Tribal Land. When a tribe's land management policy includes the allocation of grazing privileges to tribal members on tribal land without competitive bidding, it is the tribal governing body's responsibility to prescribe the scope and limitations, the eligibility requirements which must be met to qualify, and the procedure for obtaining such grazing privileges. These determinations require the written concurrence of the Superintendent prior to implementation.

(1) The governmental constitutions and by-laws of those tribes who have constitutions normally specify the priorities for preference in the leasing and use of tribal land. Indian corporation and association members must all be members of the tribe represented by the constitutional or recognized governing body in order for the Indian corporation or association to be eligible for allocated grazing privileges.

(2) A tribal governing body may determine that its reservation's land use and member stockmen circumstances can be better served by total elimination of or very limited allocated grazing privileges. It may establish, in lieu thereof, rules for competitive bidding restricted to tribal members only. If any kind of bid preference is allowed, the preferences should be clearly defined for concurrence in writing by the Area Director. This can be made to apply to all tribal member bidders; applied in combination with a policy of limited allocations; or in any combination of allocations, exclusive tribal member competitive bidding, and both tribal member and nonmember bidding. Nonmembers are prohibited from any bid preference unless the Commissioner authorizes otherwise.

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(3) Any criteria established by a governing body defining the eligibility requirements for tribal members to qualify for privileges either by allocation or by competitive bidding involving any bid preference must not violate the rights of equal protection afforded tribal members under Section 202 of the Civil Rights Act of April 11, 1968, P.L. 90-284, 82 Stat. 77. Prior to, but in harmony with, the Civil Rights Act the Secretary has also ruled that there can be no discrimination based on blood quantum or marriage to nonmembers. Recommended references are Deputy Assistant Secretary Vaughn's memorandum of October 9, 1968, to the Commissioner, Subject: Standing Rock Sioux Tribal Council Resolution No. 125-68, and Assistant Secretary Anderson's ruling of November 2, 1967, on Oglala Sioux Tribal Council Resolution No. 67-3.

C. Allotted Land. The rules and eligibility requirements prescribed by the governing body, and concurred with by the Superintendent, for allocated grazing privileges on tribal land may be also applied to such allotted land when the Superintendent possesses or acquires written authority from the owners thereof as outlined in 1.9 of this supplement. Allocated use of allotted land should not be authorized if the governing body legislatively prohibits such grazing privileges on tribal land.

D. Approval of Applications for Allocated Grazing Privileges. Tribal governing bodies or their authorized committee representatives should be encouraged to receive and act upon all applications for allocated grazing privileges (See Illustration No. 13) and to designate those applicants to whom grazing privileges shall be awarded in accord with the rules and eligibility requirements prescribed. These eligibility requirements must be specified as permit obligations in ensuing permits whenever sustained allocated privileges during the permit period are contingent upon them.

E. Where Timely Action is Not Taken by the Governing Body. When action to prescribe satisfactory requirements for allocations is not taken by the governing body sufficiently in advance of the beginning date of the next permit period to allow the designation of successful applicants and the issuance and approval of grazing permits on or before the beginning date of the permit period, the Superintendent should notify the governing body that it has 60 days in which to act. If there is a convincing justification for the continuation of an allocation system, or the initiation of one, the Superintendent shall prescribe the requirements after the 60 day period expires unless the governing body has taken satisfactory action to either prescribe requirements or to prohibit allocations. Action by the Superintendent is subject to the prior approval of the Area Director.

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F. Information Needed for the Record. The following material should be furnished in duplicate to the Area Director to complete the record of the action taken. One set of the material should be forwarded to the Commissioner for information.

(1) Copies of all relevant minutes of meetings and resolutions enacted.

(2) Schedule of allocation of range units to Indians. This schedule should be titled "Schedule of Range Units Allocated to Indians" and should include: range unit number or name, to whom allocated, acreage, authorized number and kind of livestock, grazing season, rental rate per a.u.m., and total annual grazing fees.

(3) Any supporting or clarifying correspondence or remarks essential to a reconstruction of the events.

G. Indian Employees. Indian employees of the United States are eligible to receive allocations of grazing privileges when the requirements have been met. These Indian employees must contact their Administrative (Personnel) Officer for the specific procedural requirements to be met in submitting their request for waiver of the sealed bid requirements.

1.11 Competitive and Negotiated Sale of Grazing Privileges.

A. General. Not less than seven months prior to the expiration date of existing permits, the Superintendent should furnish the governing body with all of the information available which will be helpful in making the determinations and taking the actions outlined in section 1.10 and 1.11 of this supplement. This information should include a map of range units available for both allocation and for advertisement, the acreage, maximum allowable stocking, and seasons of use and kinds of livestock limitations (if any) for each range unit. The information about grazing rental rates required for the establishment of grazing fees must also be presented to the governing body.

B. Advertisement Preparation, Approval, and Issuance. The tribal governing body should enact a resolution, authorizing the Superintendent to include tribal land in an advertisement of grazing privileges.

(1) Preparation. The Superintendent shall prepare a form of a proposed advertisement and forward it with his recommendations to the

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Area Director for his approval, accompanied by copies of minutes of meetings and resolutions showing tribal actions taken, a map identifying all range units scheduled for allocation and advertisement, and a schedule of range units authorized for advertisement. The schedule of range units should include each range unit number or name, approximate area and location, maximum allowable stocking and kinds of livestock, grazing season, and minimum annual rental. The intent of any special tribal resolution conditions should be ascertained and translated into clearly understood statements in the additional stipulations of the advertisement. Any Indian bid preference privileges should be clearly defined. These stipulations must also be specified as permit obligations in ensuing permits whenever sustained permitted privileges are contingent upon them. The extent and timeliness of evidence required to prove preference eligibility in relation to the submission of bid proposals and the determination of awards should be fully prescribed. The attention of prospective bidders should be directed to any preference declaration statements that may be designed for attachment to bid proposal Form 5-5514. See 1.11 C (1) of this supplement.

(2) Approval. No prior review by the Commissioner is required for advertisement stipulations covered by tribal ordinances or resolutions favorably reviewed by the Secretary or approved by the Commissioner. The Sale of Grazing Privileges Form 5-5513 (Illustration No. 1), Grazing Permit Form 5-5515 (Illustration No. 3), and Range Control Stipulations 5-5518 (Illustration No. 6), contain the basic contractual and other requirements in granting grazing privileges. Upon assuring that the proposed advertisement (using Form 5-5513) satisfactorily reflects all of the actions taken pursuant to this BIAM supplement, the Area Director shall authorize the Superintendent to issue the advertisement.

(3) Issuance. Upon clearance from the Area Director, the Superintendent shall publish the advertisement by circulation to known prospective bidders, posting in public places and tribal offices, and by paid notices in news media when broader publicity coverage will better serve the interests of the Indians. Copies of the advertisement as issued should be promptly furnished the Area Director who should forward one copy to the Commissioner. Subsequent oral modification or changes in advertisement shall not be made under any circumstances. Any necessary changes or corrections shall be made in writing which shall be made available to all parties and recipients of the original advertisement.

C. Proposals for Grazing Privileges.

(1) Acceptable bids. Acceptable bid proposals must be in

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accordance with the terms of the advertisement and must be submitted on Form 5-5514 (Illustration No. 2).

Any special requirements specified in the form of advertisement relative to bid preference declarations and/or proof of eligibility must be locally designed as an attached part of bid proposal Form 5-5514. Bids received after closing time shall be returned to the bidder unopened. Form 5-5514 provides that deposits with bids should be in the form of a cashier's check, certified check, or bank draft drawn on a solvent bank, or money order. Cash is acceptable but personal checks should not be accepted. Technical defects in bid proposals or the advertisement may be waived by the Superintendent pursuant to his authority reserved in Form 5-5513, Sale of Grazing Privileges. (See Illustration No. 1).

(2) Rejection of bids. Bids which do not conform to the terms of the advertisement, other than waived technical defects, shall be rejected by the Superintendent and the deposit of the bidder shall be promptly returned. (See Illustration A).

(3) Abstract of bids and awards. The Superintendent shall furnish two copies of his abstract of bids received, accompanied by a memorandum covering awards and explanations of unawarded grazing privileges, to the Area Director who shall forward one copy to the Commissioner.

(4) Notice of awards and appeals. All bidders on a given range unit shall be promptly notified of the name of the high bidder by certified mail return receipt requested. (See Illustrations C, D, E, and F). If the advertisement provides that persons other than the high bidder shall have the privilege of meeting the high bid (see section 1.10 B (2) of this supplement) each such person shall be given 10 days, from the date of receipt of a written notice from the Superintendent or other proper officer offering the opportunity, to meet the high bid. (See Illustration C). Failure to meet these requirements may nullify the person's preference privilege. Any bidder having grounds for appeal may do so pursuant to the administrative appeals procedure outlined in 25 CFR 2. The Superintendent's notice of award should so inform all bidders.

1.12 Kind of Livestock.

A. Tribal and Government Land. In order to help the governing body determine the kind of livestock to be grazed the Superintendent should furnish all technical data and advice available in the event that any particular range unit areas are better suited for one kind of livestock than another.

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B. Allotted Land in Combination With Tribal and/or Government Land. The Superintendent should withhold his permit approval only when a certain kind of livestock different from that preferred by the governing body is absolutely essential to proper land management or most efficient permit administration. Presentation of technically sound and convincing proof of the relationship between land production capabilities and livestock grazing habits to the Indians should preclude any irreconcilable dispute about kinds of livestock to be grazed.

1.13 Establishment of Grazing Fees .

A. Tribal Land. Tribal governing bodies have the authority and responsibility for establishing minimum rental rates for both allocated and advertised grazing privileges on tribal land. However, Indian allocated permittees who may be authorized to graze any non-Indian owned livestock as part of their allocated grazing privileges shall be required to pay not less than the Area Director's reservation minimum rate for any non-Indian owned livestock they may so graze even though the tribally established allocation rate may be less. The Superintendent shall furnish the governing body with all available appraisal data and information about the grazing value of tribal lands. If the governing body fails to establish a rate of any kind for the permitted use of tribal lands, the Area Director's reservation minimum rate shall apply.

B. Allotted and/or Tribal Land. It is the Area Director's responsibility to assemble reliable appraisal data on the value of rented grazing privileges on Indian land, whether tribally or individually owned, and furnish it to the Superintendent for use by the tribal governing body in its deliberations. Based upon the appraisal information assembled, the Area Director shall establish a reservation minimum acceptable grazing rental rate for the Superintendent to apply as follows:

(1) Allotted land supported by a signed authority Form 5-5525 which either does not designate any rental rate or designates a rate lower than the reservation minimum, except that a lower rate may be stipulated, subject to the Superintendent's approval, when the permittee is a member of the landowner's immediate family.

(2) Allotted land for which the Superintendent is responsible in behalf of the owners.

(3) Non-Indian owned livestock grazed on tribal land allocated to a tribal member at a rate lower than the reservation minimum rate.

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(4) Tribal land when the governing body fails to establish a rate for the permitted use of tribal land.

(5) Indian landowners may stipulate a minimum rate higher than the reservation minimum when it is justified because the land is of higher than average grazing value.

1.14 Duration of Grazing Permits.

A. Long-Term Leasing Act. The Long-Term Leasing Act of August 9, 1955 (69 Stat. 540), provides for the granting of grazing leases and permits for a period not exceeding ten years. It has long been the policy to encourage the Indians to make full use of their range through the grazing of their own livestock. Grazing privileges may be provided to Indians prior to offering grazing privileges for competitive bidding. It shall be the policy to encourage the establishment of permit periods for a term of years most suited for:

(1) Allocations to Indians. Adjustment in grazing privileges to meet the needs of bona fide Indian livestock operators who are eligible for allocations so as to minimize the necessity of modifying or cancelling permits issued to non-Indians.

(2) Stocking rate. Adjustments in the stocking of individual range units based upon utilization checks, range site and condition studies, and soil-range inventories;

(3) Grazing rentals. Adjustment in grazing rentals based upon reappraisals of grazing privilege values;

(4) Exclusion of non-trust lands. Adjustments in unit boundaries and acres to exclude lands removed from trust status through sales and fee patents; and to remove lands more suited for leasing under 25 CFR 131 for agricultural or other purposes.

B. Criteria for Permit Duration in Excess of Five years. Because of the continuous change in the status of allotted rangelands brought about by death, land sales, fee patents, and reclassification to agricultural and other purposes, it is usually not feasible to grant long-term permits on allotted lands. Permits in excess of five years are, therefore, normally limited to tribal lands, subject to restrictions on the length of leases or permits in tribal constitutions and bylaws. Permits for periods in excess of five years shall be approved by the Area Director after prior clearance with the Commissioner of Indian Affairs. Such permits shall be approved only for range units which

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are idle or where an acceptable degree of uniformity and distribution of grazing of the unit is not possible, because of insufficient range water developments or other range facilities, and when the cost of these improvements to the permittees is such as to require a longer period of time to amortize their investment.

1.15 Assignment, Modification, and Cancellation of Permits.

A. Assignment. Grazing permits may be assigned with consent of surety (if any) and the original contracting parties when the transaction is believed to be in good faith and not contrary to the interests of the Indians. Assignments do not confer any future preference rights to the assignee. The matter of preference should be fully clarified with the interested parties before an assignment is approved. (See Illustration No. 12, Form 5-5523).

B. Modification and Cancellation.

(1) By mutual consent. Modification (See Illustration No. 11, Form 5-5522) or cancellation (See Illustration No. 22) at the request of the permittee should be done only when such action is not contrary to the interest of the Indians. Actions by mutual consent must be signed by all parties thereto and, if the action is one of cancellation, the surety (if any) should be promptly notified.

(2) For cause or trust status termination. Non-payment of fees when due is a major cause of cancellation. Fees not paid on due date requires immediate notification to the permittee of the delinquency and that the permit contract is subject to cancellation. Cancellation for cause may be effected 30 days after written notice to the permittee to show cause why the action should not be taken. If action is likely to be necessary in Federal court against the permittee for alleged violation of the terms of the grazing permit, the permit should not be cancelled except on advice of the United States Attorney. In the event of possible cancellation of a permit for cause, the lending agency holding a mortgage on deeded lands belonging to such permittee should, without charge, be notified of the possible cancellation, provided that the lending agency has requested this service in writing. Such notification in no way shall imply that an assignment will be made to the loaning agency, and the government accepts no liability for failure to give such notice through inadvertency or for other reasons.

(3) Modification and cancellation to provide range for Indian livestock. Permits in favor of non-Indians may be modified or cancelled during the life of the permit to provide for the use of such lands by the owner thereof (including the lands belonging to members of the immediate family for which proper arrangement has been made for the use

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thereof), for other use more beneficial than grazing, and when range is needed for a bona fide Indian livestock operation other than the owner of the land. Grazing privileges permitted to a tribal member should not be taken for allocation to another tribal member unless the governing body's allocation policy specifically provides or the governing body and the Superintendent mutually agree to do so. The written notice to the permittee of 180 days is not an inflexible fixed period of time. It is neither necessary nor practical to require that an intended action always be made effective exactly upon the expiration of a 180 day notice. First of all, mutual agreement between the interested parties upon an effective date within less than a 180 day period is not only permissible but is advisable. Lacking mutual agreement, if the next annual anniversary date of the permit follows the date of the written notice by less than 180 days then the intended action can be effected at the end of 180 days irrespective of the permit's annual anniversary date.

If the permit's next annual anniversary date follows the date of the written notice by more than 180 days, then the effective date of the intended action should be stated in the notice as that of the next annual anniversary date of the permit unless an earlier date has been mutually arranged.

(4) Rental fees. The requirement that rental fees for grazing privileges taken for allocation shall not be less than those paid by the preceding permittee is mandatory for allotted land rental. However, if the tribal governing body, in approving this conversion to allocated use of tribal land wishes to accept a lower rate that might have been established for allocations for the permit period in effect then this requirement should be waived by the Superintendent.

1.16 Conservation and Land Use Provision.

A. Livestock Control.

(1) Exclusion of livestock.

(a) General procedure. When it is determined that such action is necessary to protect the range or other resources, livestock may be excluded from entire range units or portions thereof by the Superintendent. Such action should be taken only after proper notice to the permittee and the tribal council or other authorized representatives of the Indians. The need for such closure should be fully explained in written notices to all parties concerned.

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(b) Forest protection. When warranted by forest production requirements, the Superintendent may close forest areas to grazing, reduce livestock numbers or confine the use of areas to a certain kind of livestock. Such closures for forest production should be made only after consultation with the Indians and after the effect on the Indian livestock industry has been given full consideration.

(c) Watershed protection. Livestock may be excluded from watersheds by the Superintendent to prevent accelerated soil erosion and too rapid run-off, and to protect an essential water supply.

(2) Counting and branding and management of livestock.

(a) Stock census. The Superintendent shall take an annual census of the livestock grazed on the range by range unit to insure that the authorized grazing capacity is not exceeded. The stock census should be recorded on Stock Counting Record Form 5-5527 (Illustration No. 16) and be available in the Agency files for easy inspection. When the Superintendent is in possession of reliable information regarding the number of livestock grazed by a permittee, a count need not be made. Such information should be made a matter of official record. Periodic counts as necessary to insure that the stocking rate is not being exceeded shall also be made.

(b) Branding livestock. The Superintendent shall require that livestock grazed under approved grazing permits be branded to show ownerships. All permittees should be required to file with the Superintendent their registered brand and also any other brands under which they are grazing livestock on range units. The Superintendent should keep a complete record of the brands of all livestock grazed on such range units.

(c) Management of livestock. The actual handling of livestock under permit is the responsibility of the permittee. Enforcement of proper range practices is the responsibility of the Superintendent. The Superintendent shall prescribe such standards as may be necessary to obtain proper management within his jurisdiction. Range Control Stipulations Form 5-5518 (Illustration No. 6), contains detailed requirements which must be met by the permittee.

These requirements, together with the provisions of the grazing permit forms should be fully observed.

(3) Liquidated damages for excess stocking. Section 2 of Form 5-5518, Range Control Stipulations, provides that if the number of

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livestock authorized under the permit is exceeded, the permittee shall be liable to pay as liquidated damages, in addition to the regular rentals for the full grazing season as provided in the permit, a sum equal to 50 percent thereof for such excess livestock, and such livestock shall be promptly removed from the unit. In the case of on-and-off grazing permits the liquidated damages assessed shall not exceed the pro rata share accruing to the lands on which grazing rentals are paid by the permittee. In the case of flagrant or repeated violations, the Superintendent shall require that the permittee show cause why his permit should not be cancelled.

1.17 Range Improvements; Ownership

A. Range Improvements Construction. It is the policy of the Bureau of Indian Affairs to encourage the construction of improvements necessary for the proper management of livestock grazing on Indian reservations. Plans for the construction of range improvements should be incorporated in an overall range management plan established for each range unit. Improvements placed on the permitted land shall be considered affixed to the land unless specifically excepted therefrom under the permit terms.

(1) Damage to improvements. Permittees are required by the terms of the grazing permit to perform reasonable maintenance of range improvements. Damage to range improvements or lack of proper maintenance by the permittee in violation of the terms of his grazing permit may make the permittee liable for the payment of damages and may make his grazing permit subject to cancellation.

(2) Construction of improvements as a condition of grazing permits. When the Superintendent determines that construction of specific range improvements are needed to obtain proper management of livestock, with appropriate authorization from the tribe a permittee may be required under the terms of his grazing permit to construct permanent improvements that will remain on the unit. This can often be accomplished with little or no reduction in the rental received when as a result of such improvements a greater number of livestock can be authorized. In the event such grazing permit is cancelled for Indian use, the Indian livestock owner shall, as a consideration for cancelling the permit, reimburse the permittee for the unamortized portions of the actual net cost to him of constructing the improvements. Specifications and estimated costs of required improvements shall be included in the advertisement for sale of grazing privileges.

(3) Easements. Easements should be obtained from the landowners for allotted lands and from the tribe for tribal lands for the

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construction of range water facilities or other nonremovable improvements. The form designated as Illustration No. 19 in this supplement is suggested for this purpose.

1.18 Payment of Tribal Fees and Taxes. If tribal fees and/or taxes are applicable, grazing permit terms should include notice of violation penalty.

1.19 Livestock Trespass.

A. Problems. Grazing trespass constitutes one of the major problems of the grazing administration of Indian lands. Trespass in many instances is willful. Trespass may also result from established customs, misunderstanding as to the right of resident non-Indians, or a lack of proper supervision. Ordinarily it is possible to eliminate trespass through insistence that the offender obtain a proper permit or lease and assurance of cooperation in preventing trespass. Much trespass by small operators can be eliminated by encouraging the organization of associations of sufficient size to use a range unit.

B. Policy and Procedure. It is the policy of the Bureau to avoid legal action to control trespass until every reasonable effort has been made to bring about an equitable settlement without such action. Cases of persistent violations should be handled pursuant to the legal advice of the Department's legal staff and the United States Attorney. Legal advice in assembling data for the institution of law suits cannot be overemphasized. The following instructions are to be used as a guide.

(1) Investigation and report. The first essential in the assembly of the necessary information for proposed grazing trespass suits is to obtain adequate evidence, without technical defects, which should result in a favorable judicial decision. Unfavorable decisions may establish unfavorable precedence, and may encourage trespass. A favorable decision often reduces the amount of trespass and strengthens the authority of the Bureau and Indian tribes. Livestock counts must be made by brand, and the ownership of such brands identified from State records. The counts must be made by at least two responsible witnesses, one of whom should be a government employee. It is not necessary for witnesses to observe the trespass at the same time. Witnesses should not have a direct personal interest in the trespass. The land trespassed upon must be identified as to legal description. Such evidence must be incorporated in properly executed affidavits. Photographs showing brands and classes of livestock involved are often helpful in the successful prosecution of a trespass case. Photographs of the livestock on the land trespassed, with prominent objects that

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can readily be identified, will strengthen the case. Whenever possible, properly documented statements of herders and others concerned in the trespass should be taken. The diary of the investigating officer should include all information relating to trespass cases. Technical errors in dates and other pertinent facts should be avoided. Persons compiling trespass data should bear in mind that they may be called as witnesses for the plaintiff in any litigation. Evidence should, therefore, be in such a form that witnesses can testify as to the facts with respect to the trespass.

(2) Notice to trespasser. Pursuit of trespass actions requires good judgement. Notices to the livestock owner, including deadlines for removal of livestock, requires that each trespass be evaluated according to the damage occurring, location of the livestock, and seriousness of the trespass. For example, 50 head of livestock in a wheat field will require removal within hours. However, 10 head of livestock in a large range unit may allow several days for removal. Notices to the trespasser should be sent by certified mail with return receipt requested. The return receipts should be attached to the file copy of the notice as a part of the official record of the case. (See Illustrations J, K, and L.)

(a) Preliminary notice upon encountering a trespass situation. As soon as possible after it is determined that livestock are in trespass, the owner should be contacted and requested to remove the livestock. If he cannot readily be reached, the first written notice should be a letter to the effect that his livestock have been found grazing in a specific area on Indian land and they should be removed. It is not desirable to indicate in the first notice the number of livestock counted because in the event the trespass is willful and all the livestock were not found, it informs him of this fact. Personal contact with the owner of the livestock cannot be overemphasized. Even though the offense might be willful, discussion of the trespass may resolve the problem and may provide information that will be valuable in the future.

(b) Subsequent notices. In the event livestock is not removed within a reasonable time after the initial contacts and it appears likely that court action may be required to obtain compliance, subsequent letters should indicate that owners of livestock grazing in trespass on Indian land are subject to payment of penalties and damages established by Federal laws, and unless they are removed immediately the Bureau will have no alternative but to refer the matter to the Department of Justice for appropriate action.

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(3) Report of trespass. When it becomes apparent that the only recourse will be action in court, a complete summary of the case should be prepared in triplicate for submission to the Department of Justice. The report should be submitted to the Area Director, together with the following:

(a) Affidavits of witnesses. Affidavits should be prepared as soon as possible after the livestock are found, while memory of circumstances is fresh. Affidavits should contain the name and position of the person making the affidavit, kind, number, brand, and other identifying marks appearing on animals in trespass, legal description of the land and range unit number if appropriate, and any pertinent statements made by herder or owner when contacted.

(b) Statement of real property officer. The Officer in Charge of ownership records should furnish a statement showing legal ownership of land and how it was acquired, such as treaty, purchase, executive order, trust allotment, etc. This affidavit should also show that, according to the official agency records, the owner of the livestock does not have a valid lease on the lands involved.

(c) Statement of damages. Damages to property, value of forage consumed, and income lost as a result of the trespass should be prepared explaining fully how damages were computed. The amount of the statutory penalty should be indicated separately based on the maximum number of livestock found. (See B (5) of this section).

(d) Other correspondence. Copies of pertinent correspondence with the livestock owner, including copies of return receipts, should be submitted with the summary of the case.

(4) Referral to the Department of Justice. On receipt of the trespass report, the Area Director, will submit the case to the appropriate Solicitor. Solicitors should be consulted regarding the procedural details under "Solicitors Regulation 8" dated April 29, 1965, which delegated certain authorities to U. S. Attorneys relative to the direct referral, and settlement, of claims to U. S. Attorneys without prior authorization from the Lands Division of the Department of Justice. In general, cases involving claims for not more than \$5,000 may be submitted directly to the United States Attorney with copies to the Commissioner and the Attorney General. Direct referral of cases requesting injunctive relief also is authorized. Cases involving claims for more than \$5,000 must be submitted to the Commissioner of Indian Affairs for referral to the Department of Justice. After a case has been submitted to the Department of Justice, the Bureau should

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not proceed further except as requested by the United States Attorney. Any settlements will be negotiated by that office.

(5) Claims relating to range use.

(a) Damage to property injured or destroyed. Damage to Indian or government property, such as fences, corrals, reservoirs, buildings, agricultural crops and hay, should be assessed against the trespasser. The amount assessed should be based on the cost of repair or replacement. The basis for the determination of the damages should be incorporated in the report and in complete detail. Damage may be due to unseasonable grazing, overgrazing, or improper grazing of reseeded areas. Accurate evaluation of damages inflicted may be difficult. A careful study should, however, be made to determine the reduction of stocking that may be desirable and necessary, the duration of such reduction required to rehabilitate the range as a result of the improper use. The cost of reseeded areas may be used as a basis of determining damage to revegetated areas.

(b) Payment of damages and penalties. The owner of any livestock grazing in trespass on restricted or trust Indian lands is liable to a penalty of \$1.00 per head for each animal thereof for each day of trespass, together with the reasonable value of the forage consumed and damages to property injured or destroyed. Each day alleged should be recorded; however, the Eighth Circuit Court of Appeals invalidated that portion of 25 CFR 151.24 which deals with the assessment of penalties, 557 F.2d 157 (1977). This court sanctioned statutory penalty under 25 U.S.C. 179, assessment for the reasonable value of the forage consumed, and damages to property injured or destroyed. The BIA has no authority to enforce the per diem penalty in States subject to the Eighth Circuit ruling, namely North and South Dakota, Nebraska, and Minnesota. Demands for payments of penalties and of damages should be shown separately. Indian entities that have enacted livestock trespass ordinances may wish to process such cases against members of their tribes through tribal court.

(c) Value of forage consumed. The value of the animal unit month of forage consumed should be based on the average rate received per month for comparable grazing privileges on the reservation for the kind of livestock concerned or on the estimated commercial value for such privileges if no comparable grazing privileges are sold.

1.20 Control of Livestock Diseases.

A. State-Federal Brucellosis Eradication Program. Permittees and lessees are required to participate in the State-Federal Brucellosis

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Eradication Program. See Illustration No. 21 for suggested permit or range control stipulations. Advertisements shall stipulate that "Successful bidders are required by the terms of their grazing permits to comply with the Area Certification and Recertification of cattle as prescribed in current 'Uniform Methods and Rules for Bovine Brucellosis Eradication,' approved by the U. S. Department of Agriculture." Tribal governing bodies should be urged to support this program by enacting appropriate resolutions or ordinances.

1.21 Grazing Permit Forms.

A. General. Grazing Permit Form 5-5515, Grazing Permit For Organized Tribes Form 5-5516, and Free Grazing Permit Form 5-5517 are the approved forms for contracting permitted grazing privileges. (See Illustrations No. 3, No. 4 and No. 5). Grazing Permit for Organized Tribes, Form 5-5516, may be used when qualified tribes are equipped to bill and collect fees direct and exercise their prerogative to issue permits on range units comprised entirely of tribal land or in combination with government land. Free Grazing Permit Form 5-5517 may be used to substantiate that a tribal governing body has authorized an individual tribal member to graze on tribal land without charge. This form should be used only when an individual pays no fees for grazing privileges. If fees are to be paid for grazing privileges in addition to the free privileges, use Form 5-5515 or Form 5-5516 and include the free privileges thereunder. Use Form 5-5515 or Form 5-5516 in permitting free privileges to Indian livestock associations even though no payment of fees is required.

B. Distribution of Grazing Permit Contracts. Permits shall be prepared in triplicate or quadruplicate depending on local needs and individual cases, and all copies shall be manually signed by the permittee. The original shall be manually signed by the Superintendent and shall be filed at the point where billing and collection by the Bureau of Indian Affairs is effected and which will be available to General Accounting Office site auditors. One copy shall be furnished the permittee, one copy filed at the Agency, and one copy with the tribe when appropriate. Permits that require payment of revenue into the Treasury of the United States should be given contract numbers. Contract numbers should not be used for permits that require no payment or where payments are to be made directly to local tribal organizations. Permit numbers only may be used in such cases.

C. Permit Preparation. Care must be exercised in the preparation of permits. Erasures, notes, etc. should be avoided. Grazing

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- 10 - Form 5-5521 Certificate and Application for On-and-Off Grazing Permit
- 11 - Form 5-5522 Modification of Grazing Permit
- 12 - Form 5-5523 Assignment of Grazing Permit
- 13 - Form 5-5524 Application for Allocation of Grazing Privileges
- 14 - Form 5-5525 Authority to Grant Grazing Privileges on Allotted Lands
- 15 - Form 5-5526 Stocking Rate of Indian Lands in Range Units
- 16 - Form 5-5527 Stock Counting Record
- 17 - Form 5-5528 Crossing Permit

Suggested Forms:

- 18 - and 18a Livestock Pasturage Agreement
- 19 - Permission to Place Improvements
- 20 - Removable Range Improvements - Record
- 21 - Brucellosis Control Stipulation
- 22 - Cancellation of Grazing Permit (by mutual consent)

H. Suggested Form Letters

Illustration

- A - Bid rejection.
- B - Award to only bidder. No competition.
- C - Privilege of meeting high bid.
- D - Award to preference bidder who elects to meet high bid.
- E - Award to high bidder when preference bidder fails to meet the high bid.
- F - Award to high bidder on units with no preference.
- F(1) - Tie breaking bids.
- F(2) - Award to high tie breaking bidder.
- G - Transmittal of permit to permittee for execution.
- H - Forfeiture of deposit.
- I - Transmitting Form 5-5525 for signature of allottee or heir.
- J - First notice of trespass.
- K - First or second notice of trespass.
- L - Second or third notice of trespass.
- M - First notice of overstocking.
- N - Second notice of overstocking.

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permits awarded shall be drawn and executed in accordance with agreed terms and shall specify any special conditions stipulated therein as contractual permit requirements (i.e. sustained adherence to preference requirements) binding upon the permittees during their tenure.

(1) Land schedule. A land schedule identifying the lands covered by the permit should be made a part of each copy of the grazing permit. The schedule headings are as follows: Allotment Number, Name of Allottee or tract ownership status, Legal Description, Acreage, and Grazing Rental for each land status category.

Description may be limited to location by Section, Township and Range or map if not essential to proper identification. The schedule should be subtotaled for each type of land status; i.e., allotted, tribal, and government-owned. Fractions of acres need not be shown.

(2) On-and Off clause in grazing permits. The permittee may be allowed a stocking rate credit for other rangelands not covered by the permit which are owned or controlled by him and used as an integral part of this range unit. The information should be supplied on Form 5-5521. (See Illustration No. 10.)

(3) Map. The permittee's copy of the grazing permit should contain a map of sufficient scale to show the exterior boundary of the range unit and location of lands not included in the authorized stocking.

(4) Range control stipulations. Each copy of the permit should contain a copy of Form 5-5518 Range Control Stipulations. (Illustration No. 6.)

(5) Special permit requirements and conditions. Whenever special terms or conditions are needed, they should be described on the reverse side of the permit form or in attached documents. A copy of applicable tribal grazing resolutions should be attached to the permittee's copy of the permit.

(6) Bonding requirements. When required, bond for corporate surety or individual surety will be completed on Form 5-5423 (Illustration No. 8). Cash penal bond in the amount of the required obligation may be executed in lieu of a surety bond, as well as negotiable United States Treasury Bonds, on Form Nos. 5-5519 and 5-5520 (Illustrations No. 7 and 9). When government securities are pledged in lieu of a surety, the securities so pledged shall be disposed of in accordance with appropriate accounting procedures. Nontransferrable bonds, such as series E

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bonds, may not be pledged. Attorneys in fact for corporate surety bonds must furnish satisfactory evidence of authority to execute bonds on behalf of the surety company.

(7) Lien clause in permits. The first lien claim in Permit Forms 5-5515 and 5-5516 may be subordinated under an agreement with the Farmers Home Administration and with the consent of the parties to the permit when the permittee is or becomes an FmHA loan client.

D. Permit Preparation (Execution) Fee. Permit execution fees shall be deposited in the United States Treasury to the credit of the appropriate general account, receipts, symbol, and title. With prior approval by the Commissioner, services rendered by the Tribe may be paid from the fees.

E. Collections. Form DI 1040 shall be used in receipting for the payment of all obligations due under permit contracts that are collected by the Bureau. Only authorized collectors shall accept fees. In no event shall informal or local collection or receipt vouchers be used for such collections. Any grazing fees received by officials and employees of the Bureau for tribal lands must be deposited in the Treasury of the United States for credit to the appropriate trust fund receipt account.

F. Filing Grazing Permits. The Agency office contains records of the United States pertaining to trust Indian lands and all employees are charged with proper care and maintenance thereof. Copies of all permits should, therefore, be filed promptly in the Agency office in a manner to facilitate public inspection in accordance to the Freedom of Information Act. A permittee may at his own expense file or record a copy of such permit in the proper county office.

G. Forms. The forms and other instruments used in connection with range management activities on Indian lands are as follows:

Illustration No.

- 1 - Form 5-5513 Sale of Grazing Privileges
- 1a - Format for Schedule of Range Units Advertised
- 2 - Form 5-5514 Bid for Grazing Privileges
- 3 - Form 5-5515 Grazing Permit
- 4 - Form 5-5516 Grazing Permit for Organized Tribes
- 5 - Form 5-5517 Free Grazing Permit (Tribal Lands)
- 6 - Form 5-5518 Range Control Stipulations
- 7 - Form 5-5519 Cash Penal Bond
- 8 - Form 5-5423 Performance Bond
- 9 - Form 5-5520 Power of Attorney Pledging
United States Bonds or Notes

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Illustration No. 1

SALE OF GRAZING PRIVILEGES

(Reservation) (Agency) (Address)

Sealed bids for grazing privileges under permit on range units of the above Indian reservation for a year period beginning, 19....., and terminating not later than, 19....., will be received at the office of the Superintendent of the above Indian Agency until p.m., time,, 19....., (East., Cen., Mt., or Pac.) (Standard)

and will be opened immediately thereafter in the presence of such bidders as may attend. No bids tendered after the closing time will be received or considered. All bids must be addressed to the Superintendent of the said Indian Agency and be plainly marked on the outside of the envelope, "Bid for Grazing Privileges." Bids received before closing time will be securely kept unopened by the Superintendent until the time of opening, but the Bureau of Indian Affairs shall not be responsible to any bidder for premature opening of bids or failure to consider bids not properly identified or addressed.

Grazing permits now in effect will expire, 19.....

A schedule of range units showing approximate location and areas, maximum allowable stocking by livestock classes, grazing season, and minimum annual rentals, is attached.

Each bid must be accompanied by a cashier's check, certified check, or bank draft, drawn upon a solvent bank, or money order, payable to the order of the Bureau of Indian Affairs, for not less than 25 percent of the minimum annual rental. Personal checks will not be accepted. All deposits of unsuccessful bidders will be returned.

It is proposed to award the grazing privileges to the highest and best bidders, but the right is reserved to reject any or all bids and to adjust the boundaries or change the stocking rate of any of the range units at any time as may be deemed for the best interest of the Indians. Such adjustments and changes as may be necessary will be made at the end of the annual period of the permit whenever feasible.

The successful bidder will be given a permit to graze his livestock on all unallotted land authorized by the Indian tribe, on all Indian allotments on which proper authority has been or may be obtained, and on such Government-owned lands which form a part of a specified range unit. Such permit will be issued pursuant and subject to the General Grazing Regulations, 25 CFR 151 and all amendments thereto, and other applicable parts of Title 25—Indians, Code of Federal Regulations. The successful bidder shall be required to fence out open range lands which the owners have not authorized for inclusion under the grazing permit, or deposit with the Superintendent annually a sum equal to the annual rental which would have accrued if the lands had been covered by the permit. This deposit shall be retained as liquidated damages if the permittee's livestock graze on such lands. If the permittee's livestock does not graze on the lands the deposit will be refunded at the end of the annual period of the permit.

Grazing rentals shall be paid annually in advance. An acceptable bond guaranteeing full performance of grazing permits may be required pursuant to 25 CFR 151.20. In case the bidder to whom the award is made shall fail within thirty (30) days after having been notified of the award to sign the permit and furnish a satisfactory bond, if required, and pay a sum which together with the amount of the advance deposit shall equal the first annual advance rental due under the permit, his deposit will be retained by the United States for the use and benefit of the Indians unless an extension of time to complete the permit is authorized by the Superintendent in writing. In addition to the annual rental the permittee shall be required to pay a fee for preparation of the permit as prescribed by the regulations, 25 CFR 151.22.

Improvements placed on the permitted land shall be considered affixed to the land unless specifically excepted therefrom under the permit terms. Written permission to construct and to remove improvements must be secured from the Superintendent. The permit will specify the maximum time allowed for removal of improvements so excepted. The permittee will be required by the terms of the permit to perform reasonable maintenance of all range improvements on the unit in a manner acceptable to the Superintendent or his duly authorized representative.

All grazing permits granted pursuant to 25 CFR 151 reserve to the Superintendent authority to grant access to and across any of the lands covered by the permit as he deems in the interest of the Indians, including the privilege of prospecting for oil, gas, and other minerals.

(IMPORTANT—SEE REVERSE)

Copies of the permit form, range control stipulations, and other forms and information may be obtained from the Superintendent. A map showing location of range units is available for examination at the agency office. The Bureau of Indian Affairs is not responsible to the bidder to whom the award is made in the event the range unit is not suitable to the bidder's needs. Each prospective bidder is urged to obtain full and prior information with respect to any range unit on which he plans to submit a bid.

Bids which do not accord to the terms of this advertisement will be rejected. The right of the Superintendent to waive technical defects in the advertisement and bids received is, however, reserved.

The foregoing is modified by and to the extent of the following conditions and stipulations, or by the attachments which are made a part of this advertisement:

(Date)

Supp. 1, Release 2, 11/23/79

U.S. GOVERNMENT PRINTING OFFICE: 1970-O-387-914

(Superintendent)

BIAM REISSUE
FEBRUARY 1984

SCHEDULE OF RANGE UNITS ADVERTISED

_____ INDIAN RESERVATION
 _____ (Location)

All range units listed below are advertised in accordance with the provisions of (Resolution or Tribal Code), and 25 CFR 151. Submit your bid on Bid Form 5-5514.

RANGE UNIT NO.	APPROX. ACREAGE	APPROXIMATE TWP.	LOCATION RANGE	*MAXIMUM CARRYING CAPACITY ANIMAL UNITS YEARLONG	MINIMUM ANNUAL RENTAL	25% BID DEPOSIT
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BIAM REISSUE
 FEBRUARY 1984

*Any seasonal use shall conform to applicable Tribal Grazing Code and/or BIA management stipulations.

out the different conditions of use and the different condition classes with their different vegetative composition. Explain the significance of and the reason for these differences. Point out land differences and explain how they affect forage production. Demonstrate the difference in water holding capacity and infiltration rates on poor condition range vs. good or excellent condition range. A fence line division of the above conditions offers an excellent opportunity for demonstration purposes. Contrast soil profiles on deteriorated range with those on good range. Explain plant succession and regression. Contrast the increased pounds of beef, wool, mutton, etc., produced on good range with the lesser poundage produced on poor range. Show how to recognize proper range use as distinguished from overuse. Pass out bulletins, magazines, and printed material. Show movies, slides, charts and photographs. Keep the tribal leaders informed particularly and also the people to the greatest extent possible.

Visual aids and discussions must be directed at the level of understanding of the recipients. We should not be concerned that we will over-simplify the educational approach. This is seldom the case. Branch of Land Operations personnel working with Indians need to condition themselves against "over-technicalizing" what are fundamentally simple facts. They should guard against using unnecessary technical language.

It is anticipated that each Agency or a combination of Agencies with closely related range management requirements and similar conditions will prepare educational visual aid kits. Each kit should be a compilation of visual aids to sell one idea. The field of range management is too involved for a single lecture, field trip, visual aid demonstration, etc., to give any more than a brief insight to the overall scope of range management. It is the intent of this guide to outline an overall progressive, step-by-step series of training sessions which can be adapted locally within the framework of the guide to meet the situation. It follows then, that the local conditions will determine somewhat the order in which each section is presented and whether it is feasible to combine two or more sections in one training session.

Form 5-5525
May 1972

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

AUTHORITY TO GRANT GRAZING PRIVILEGES ON ALLOTTED LANDS

Agency	Reservation
Indian ID#	Name of Allottee, Guardian, or Heir

I hereby authorize the Superintendent of the said Indian Agency to accept this authority and to enter into agreements with prospective permittees, on approved forms, for the grazing of livestock upon the following lands at not less than the following rates per cow month based upon the estimated grazing capacities of the land.

DESCRIPTION OF LAND								
Range Unit	Allotment	Land Description Within Section	Cty	Sec.	Towns	Range	Interest	Stip. Rate

And I do hereby agree to grant any permittee reasonable right-of-way over the above allotments, provided I shall receive reasonable compensation, including payment for any damage done or incurred through such right-of-way. The Commissioner of Indian Affairs or his representative shall definitely determine what shall be considered reasonable damages. And provided, further, for and in consideration of the management, advertising and permitting of the lands by the Superintendent for grazing purposes in a manner favorable to the undersigned and for my benefit, I further agree that this instrument cannot be revoked except by giving notice in writing to the Superintendent not less than seven months prior to the termination of any grazing permit then in existence, and provided further that this notification in writing shall not terminate the grazing permit in existence; and, provided that this instrument and any modification thereof shall not be effective until a copy is filed in the said agency office.

I further agree that the proceeds arising from the permits on the above lands shall be paid to the Superintendent of the said Indian Agency and deposited in accordance with the regulations of the Department of the Interior.

I further agree that all permits issued under this authorization shall be approved in accordance with the General Grazing Regulations 25 CFR 151, approved by the Secretary of the Interior.

Witness: _____

State _____

**BIAM REISSUM
FEBRUARY 1984**

STOCKING RATIO IN RANGE UNITS

Approved by the Commissioner of Indian Affairs

RATIO CATTLE TO

RESERVATION

PAGE

RECOMMENDED BY: SUPT.

HORSES

AGENCY

APPROVED BY: AREA DIRECTOR

SHEEP & GOATS

EFFECTIVE DATE

RANGE UNIT NUMBER OR SUB-UNIT DESIGNATION	AREA OF RANGE IN ACRES (Do not show fractions)			TOTAL ACRES OF USABLE RANGE	SEASON OF USE		SURFACE ACRES PER COW MONTH	STOCKING RATE		
	TRIBAL	ALLOTTED	GOV'T OWNED		FROM	TO		NO. MOS.	COW MONTH	COW UNITS
1	2	3	4	5	6	7	8°	9	10	11

BIA M REISSUE
FEBRUARY 1984

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS

Illustration No. 3
 Contract No.

An execution fee shall be payable annually in advance pursuant to 25 CFR 151.22.

GRAZING PERMIT

(WRITE ALL NAMES IN FULL)

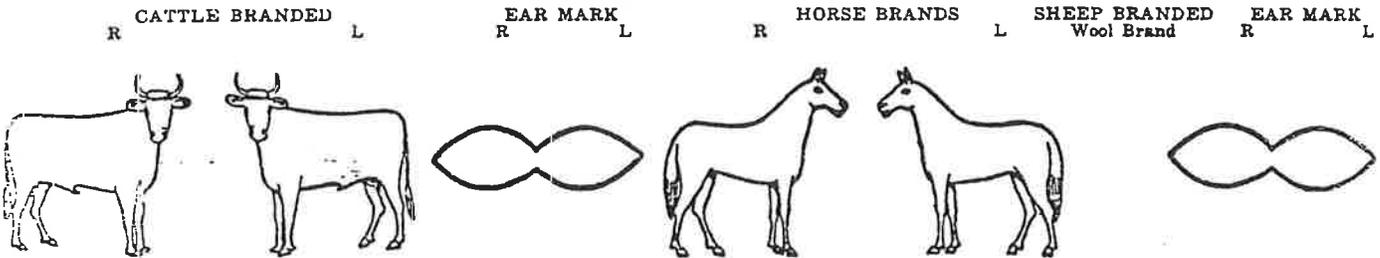
.....
 (Range unit number or name)

 (Agency) (Reservation) (Tribe)

By authority of law and under the regulations (25 CFR 151) prescribed by the Secretary of the Interior,, is hereby granted permission to hold and graze livestock on the Trust Indian and Government-owned lands in the foregoing range unit of the said Reservation, a schedule of which is attached and made a part of this permit, for a period beginning 19....., and terminating not later than, 19.....

CLASS OF USE FOR RENTAL CHARGES, STOCKING, ETC.	NUMBER OF HEAD	KIND OF STOCK	GRAZING SEASON		ANNUAL RENTAL	
			From—	To—	Amount	Date Payable
Regular Fees					\$.....	
Other						
Allottee Use					X X X X X X	X X X X X X
On-and-Off					X X X X X X	X X X X X X
Total		X X X X X X	X X X X X X	X X X X X X		

Brands.—Unless authorized by the Superintendent of the Agency in writing, only livestock bearing the brands and marks herein shown shall be grazed under authority of this permit:



Issued at the above Indian Agency this day of, 19.....

Payment

To: Bureau of Indian Affairs \$.....

..... [SEAL]
 (Superintendent)

Tribal Treasurer \$.....

I accept this permit and the attached stipulations.

Witness

..... [SEAL]
 (Permittee)

(SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS)

BIAM REISSUE
 FEBRUARY 1984

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BID FOR GRAZING PRIVILEGES

To the Superintendent,

..... Indian Agency.
.....

SIR:

In response to the notice of sale of grazing privileges under permit for a year period beginning
....., 19...., and terminating not later than....., 19...., on the.....
Indian Reservation, bids to be opened at the office of the Superintendent at.....o'clock.....m. on the
.....day of....., 19...., I (or we) hereby submit the following bid:

Name or Number of Range Unit	Number of Head	Kind of Livestock	Grazing Season		Annual Rental
			From—	To—	
					\$

I (or we) remit herewith a (indicate whether cashier's or certified check, bank draft,
or money order) in the amount of \$..... drawn in favor of the Bureau of Indian Affairs as
required by the notice of sale, and agree that if my (or our) bid is accepted, and I (or we) shall fail to fulfill my
(or our) agreement in accordance with the regulations governing the sale, then the amount of this deposit shall be
retained as liquidated damages for the use and benefit of the Indians concerned. It is understood that if my (or
our) bid is rejected the deposit will be returned.

Respectfully,

....., 19.....
.....
(Address)

INSTRUCTIONS

Enclose this bid in a sealed envelope addressed to the Superintendent of the above Indian agency. *Do not
submit in duplicate.* Mark plainly. "BID FOR GRAZING PRIVILEGES."

A separate bid must be submitted for each range unit desired.

If the bid is made by individuals, acting neither as a firm nor as a corporation, each must sign.

If the bid is made by a copartnership, the signature must consist of the name of the firm followed by the sig-
nature of each of the members thereof.

If the bid is made by a corporation, the signature must consist of the name of the corporation, followed by
the name of the proper officer or officers as required by the laws of the corporation, accompanied by evidence of
authority of such officer or officers to bind the corporation.

**BIA M REISSUE
FEBRUARY 1984**

Payment of Rental: Bond Requirement.—In consideration of the privileges granted by this permit the permittee agrees to pay the rentals and execution fees due annually according to the provisions of this permit. An acceptable bond guaranteeing full performance of this permit may be required.

Termination and Modification.—It is understood and agreed that this permit is revocable in whole or in part pursuant to 25 CFR 151.15. It is also understood and agreed that any part of the area covered by this permit may be excluded from this range unit by the Superintendent in the exercise of his discretion, or by the transfer of title through sale of allotted land, or by the extinguishment of the Indian right of occupancy of the lands; and thereupon this permit shall cease and determine as to the parts of the range unit thus eliminated, the number of stock stipulated shall be reduced in conformity thereto, and the payments due hereunder shall be adjusted accordingly, provided that the termination of this permit has not been due to the fault of the permittee or to a violation of the terms of this permit by or on behalf of the permittee.

Lien Upon Livestock.—All payments due hereunder shall constitute a prior and first lien upon all livestock grazed under this permit and other property incidental to the enjoyment of the privileges granted, except that when the permittee obtains a loan from the Farmers Home Administration it is understood and agreed that the prior and first lien upon said livestock and other property under this provision in the permit shall be subordinated to the lien of all chattel mortgages now held or hereafter acquired by the Farmers Home Administration from the permittee except as to the payment of the annual grazing fees due for the first operating year of the loan.

Lands Not Covered By Permit.—It is understood and agreed by the permittee that he shall fence out all open range lands which the owners have not authorized for inclusion under this permit, or deposit with the Superintendent annually a sum equal to the annual rental which would have accrued had the lands been covered by this permit. It is further understood and agreed that the deposit shall be retained as liquidated damages if the permittee's livestock graze on such lands. Failure to comply with this requirement, in addition to the other causes herein provided, shall be cause for termination of the permit. If the permittee's livestock do not graze on such lands the deposit will be refunded.

Assignment or Subletting.—This permit shall not be assigned or sublet without the written consent of the parties thereto and the surety, pursuant to the regulations.

Interpretation of Permit Provisions.—The Superintendent will make decisions relative to the interpretation of the terms of this permit and the range control stipulations which are attached hereto, and the terms of this permit cannot be varied in any detail as herein provided without the written approval of the parties thereto and the surety.

Rights-of-Way.—It is understood and agreed that authority is reserved to the Superintendent to grant access to and across any of the lands covered by this permit as he deems in the interest of the Indians, including the privilege of prospecting for oil, gas, and other minerals.

Restriction.—No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation or company for its general benefit.

Filing of Permits.—The Agency office contains public records of the United States pertaining to Trust Indian allotments and all persons are charged with notice and knowledge thereof. A copy of each permit must be filed promptly in the Agency office. Such copy shall be available at all times for public inspection. If the permittee so desires he may file or record a copy of this permit, at his own expense, in the proper county office.

SPECIAL PERMIT REQUIREMENTS AND PROVISIONS

1. While the lands covered by the permit are in trust or restricted status, all of the permittee's obligations under the permit and the obligation of his sureties are to the United States as well as to the owner of the land.
2. Nothing contained in the permit shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the permit.
3. The permittee agrees he will not use, cause, or allow to be used any part of the permitted area for any unlawful conduct or purpose.
4. The permit authorizes the grazing of livestock only and the permittee shall not utilize the permitted area for hay cutting, hunting, post or timber cutting, or any other use without written authorization from the responsible Indian or Federal authority.

U.S. GOVERNMENT PRINTING OFFICE:1970-O-387-918

Form 5-5516
May 1970
Approved by the
Commissioner of Indian Affairs

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

GRAZING PERMIT FOR ORGANIZED TRIBES

(WRITE ALL NAMES IN FULL)

The Tribe of the
(Name of organized tribe)

Indian Reservation and Agency, organized under a constitution and bylaws, pursuant to section 16 of the Act of June 18, 1934 (48 Stat. 984), and incorporated pursuant to section 17 of the said act (Delete reference to incorporation where charter not issued) by authority of law and under the regulations (25 CFR 151) prescribed

by the Secretary of the Interior, hereby grants permission to
(Name of Permittee)

of to hold and graze livestock on the tribal land of range unit
(Post-office address)

....., of said Reservation, a schedule of said lands is attached hereto and made a part of
(Number or Name)

this permit, for a period beginning, 19....., and terminating not later than, 19....., covering livestock in the number, kind, and the grazing season as shown in the following schedule subject to the payment of all fees and full compliance with the attached range control stipulations which are made a part of this permit:

NUMBER OF HEAD	KIND OF STOCK	GRAZING SEASON		ANNUAL RENTAL	DATE AND PLACE PAYABLE
		From	To		

This permit is issued with the understanding that a total of head of will be grazed on this unit, the grazing capacity of privately owned or leased lands in the unit being head of

....., the right to the use of which is recorded with the Superintendent of the Reservation and a schedule of which is attached hereto and made a part of this permit.

This permit shall be of no force or effect until signed and sealed by the authorized tribal officers and approved by the Superintendent of the Indian Agency.

Issued at the this day of, 19.....
(Agency or Tribal Office)

.....
(Name of tribal organization)

By

.....
(Title)

I accept this permit and the attached range control stipulations.

Witness

Witness

.....
(Permittee)

Approved: 19.....

.....
Superintendent.

(SEE REVERSE FOR ADDITIONAL TERMS)

BIA M REISSUE
FEBRUARY 1984

Unless authorized by the officers issuing and approving this permit in writing only livestock bearing the brands and marks herein shown shall be grazed under authority of this permit:

Draw Brands And Where Located On Animal

In consideration of the above privileges the permittee agrees to pay the said tribe the sum of money found to be due from the permittee according to the provisions of this permit and the permittee further agrees to pay the grazing fees annually in advance. An acceptable bond as described in the regulations (25 CFR 151.20) may be required to guarantee full performance of this permit.

It is understood and agreed by the permittee that this permit is terminable and revocable in whole or in part pursuant to the regulations (25 CFR 151.15). It is also understood and agreed that any part of the area covered by this permit may be excluded from this range unit by the Superintendent in the exercise of his discretion, and thereupon this permit shall cease and determine as to the parts of the range unit thus eliminated, the number of stock stipulated shall be reduced in conformity thereto, and the payments due hereunder shall be adjusted accordingly, provided that the termination of this permit had not been due to the fault of the permittee or to a violation of the terms of this permit by or on behalf of the permittee.

All payments due hereunder shall constitute a prior and first lien upon all livestock grazed under this permit and other property incidental to the enjoyment of the privileges granted, except that when the permittee obtains a loan from the Farmers Home Administration it is understood and agreed that the prior and first lien upon said livestock and other property under this provision in the permit shall be subordinated to the lien of all chattel mortgages now held or hereafter acquired by the Farmers Home Administration from the permittee except as to the payment of the annual grazing fees due for the first operating year of the loan. The agency office contains public records of the United States pertaining to Indian tribal lands and all persons are charged with notice and knowledge thereof. A copy of each permit must be filed promptly in the agency office. Such copy shall be available at all times for public inspection. If the permittee so desires he may file or record a copy of this permit at his own expense, in the proper county office.

This permit shall not be assigned, sublet, or transferred without the written consent of the parties thereto, and the same shall be subject to the regulations (25 CFR 151.15).

The Superintendent will make decisions relative to the interpretation of the terms of this permit and the range control regulations which are attached hereto, and the terms of this permit cannot be varied in any detail except as herein provided without the written approval of the parties thereto and the surety.

No member of, or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation or company for its general benefit.

U.S. GOVERNMENT PRINTING OFFICE:1970-O-387-918

pp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS

FREE GRAZING PERMIT
 (Tribal Lands)

_____ Tribe _____ Reservation _____ Indian Agency

By authority of law and under the regulations prescribed by the Secretary of the Interior (25 CFR 151) and under the authority of the Constitution and Bylaws of the _____ Tribe, the following enrolled member, Mr. (Mrs.) _____, is hereby granted free grazing privileges on Range Unit _____ for his (her) livestock and the livestock of his (her) immediate family. These free grazing privileges apply only to the livestock listed in the following schedule and are subject to full compliance with federal and tribal regulations and with the attached stipulations which are made a part of this permit.

Livestock		Grazing Season		Permit Period		Draw Brands And Location
Number	Kind	From	To	From-	To-	

This permit shall not be assigned, sublet or transferred. It is understood and agreed by the permittee that this permit is terminable and revocable in whole or in part pursuant to the regulations (25 CFR 151) or upon the _____ Tribe's withdrawal of its consent to these free grazing privileges. The Superintendent shall make decisions relative to the interpretation of the terms of this permit and the Range Control Stipulations.

Issued at the said Indian agency on this _____ day of _____, 19__.

 (Name of tribal organization)

By _____

 (Title)

I accept this permit and the attached range control stipulations.

Witness _____

Witness _____

Approved: _____, 19__

 Superintendent

(Permittee) **BIAM REISSUE**
FEBRUARY 1984

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

RANGE CONTROL STIPULATIONS

1. APPLICABILITY OF STIPULATIONS

The following range control stipulations are hereby prescribed for use in all grazing permits except as special provisions shall be made by the Commissioner of Indian Affairs.

2. EXCESS OR DEFICIT OF THE NUMBER OF STOCK SPECIFIED

Unless the number of livestock specified in the permit is reduced by the Commissioner of Indian Affairs, the permittee will not be allowed credit or rebate in case the full number is not grazed on the range unit. However, if the number of livestock authorized is exceeded, the permittee shall be liable to pay as liquidated damages, in addition to the regular fees for the full grazing season as provided in the permit, a sum equal to 50 percent thereof for such excess livestock and such livestock shall be promptly removed from the unit.

3. CROSSING PERMITS

The driving of livestock by a permittee across restricted Indian land not covered by his grazing permit must be authorized by a crossing permit approved by the Superintendent. The right is hereby reserved for the Superintendent to issue crossing permits over any range unit and to supervise the movement of livestock so authorized.

4. QUARANTINE REGULATIONS

All stock covered by grazing and/or crossing permits are subject to the quarantine laws and regulations now in force or hereafter to be promulgated by the United States, the State in which the reservation is situated, and by the tribal governing body.

5. ENTERING THE RANGE

The earliest date upon which stock will be permitted to enter the range will be the date shown in the permit. Notice must be given to the Superintendent prior to entering the reservation. On reservations where permanent driveways have been established all livestock will be required to enter or leave the reservation on the particular driveway designated by the Superintendent. Except where livestock are transported over or trailed over established rights-of-way, the route to be followed will be designated by the Superintendent.

6. COUNTING OF LIVESTOCK

All livestock authorized to graze upon or trail over restricted Indian land must be counted by the Superintendent or his representative. Arrangements should be made for counting all livestock before it enters the reservation. Permittees are required to notify the Superintendent a sufficient length of time in advance to permit him to have a representative present when stock are counted on or off the reservation. The right is reserved by the Bureau of Indian Affairs to have a representative present at each roundup to check the number of stock, and in the event that the permittee shall fail or refuse to round up his stock at proper times and in a satisfactory manner for the purpose of allowing a count of the stock, the Superintendent shall have the right to round up and count said stock at the expense of the permittee.

7. BRANDING OF STOCK

All livestock authorized to graze upon or trail over restricted Indian land must be marked with a brand or mark issued and recorded by an appropriate state agency and filed with the Superintendent.

8. AFFIDAVIT OF PERMITTEE

The permittee may be required by the Superintendent to execute an affidavit showing the number of livestock by class and kind grazed under the permit.

9. CONDUCT IN CASE OF FIRE

Whenever a permittee discovers an unauthorized and uncontrolled fire burning, he should put it out if he can. If it can-

not be put out or placed under temporary control, it should be reported to the nearest forest or range officer as soon as possible. In case of fire, all permittees shall place themselves, their employees, and their fire suppression equipment at the service of the forest or range officer in charge for such work in connection with the fire as the officer may request. The unauthorized setting of a fire or carelessness in connection with an authorized fire may result in criminal prosecution.

10. MOVEMENT OF LIVESTOCK

The Superintendent reserves the right to direct the movement of livestock whenever he deems it necessary for the proper protection and utilization of the range. The following acts are prohibited:

(a) The grazing upon or driving across any restricted Indian lands of any livestock without an approved grazing or crossing permit, except such Indian livestock may be exempted from permit.

(b) Allowing livestock not exempt from permit to drift and graze on restricted Indian lands without an approved permit.

(c) The grazing of livestock upon restricted Indian lands within an area closed to grazing of that class of livestock.

(d) The grazing of livestock by a permittee upon an area of restricted Indian lands withdrawn from use for grazing purposes to protect it from damage by reason of the improper handling of the livestock, after the receipt of notice from the Superintendent of such withdrawal, or refusal to remove livestock upon instructions from the Superintendent when an injury is being done to the Indian lands by reason of improper handling of livestock.

11. DAMAGE TO INDIAN LAND AND PROPERTY

The permittee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises, livestock, or property of Indians through the acts of the permittee, his employees or livestock.

12. DISPOSITION OF CARCASSES

The permittee will promptly bury or burn the carcasses of all animals which die upon lands covered by his grazing permit.

13. SALTING OF STOCK

When required by the Superintendent, all livestock grazed under permit must be salted regularly at such places and in such manner as may be designated.

14. HANDLING OF SHEEP

The open-herding system of handling sheep should be used on all ranges where applicable. The principal points in this system are:

(a) Herding in the lead of sheep instead of in the rear, and training them to spread out and graze quietly.

(b) Grazing rather than driving when going to and from water.

(c) Bedding down the sheep on fresh bed grounds where night overtakes them and, where possible, at least one-fourth mile from a running stream, spring, or other water.

(d) Camping close to the sheep each night by the herder packing along his food and bedding or servicing the herder's outfit from a central camp.

(e) Using dogs as little as possible after the sheep are properly trained and keeping dogs principally to protect the flock from predatory animals.

(f) Ewes with lambs will invariably graze around the bed ground before leaving. For this reason ewes and lambs should never be camped twice in the same place if avoidable.

15. PROTECTION OF FISH AND WILDLIFE

The permittee must comply with the Federal, State, and fish, game, and wildlife protection laws and regulations apply to the reservation.

16. RANGE IMPROVEMENTS

It is the policy of the Bureau to encourage the construction of improvements necessary for the proper management of livestock and the utilization of the range. However, the cost of such improvements will be borne by the permittee unless otherwise provided for in the permit. The permittee shall perform reasonable maintenance of all range improvements on the unit in a manner acceptable to the Superintendent or his duly authorized representative. Improvements for proper manage-

ment of livestock and range, constructed on lands covered by permit, shall be considered affixed to the land unless specifically excepted therefrom by the terms of the permit and may not be removed without the consent of the Superintendent.

17. CONDITION OF CAMPS

Facilities used for livestock management camps must be kept in a clean and sanitary condition. All rubbish, tin cans, etc., must be properly burned or buried during occupancy and upon leaving.

18. INTERPRETATION OF STIPULATIONS

The final interpretation of these stipulations shall rest with the Secretary of the Interior.

U.S. GOVERNMENT PRINTING OFFICE:1970-O-387-912

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CASH PENAL BOND FOR GRAZING PERMITS

KNOW ALL MEN BY THESE PRESENTS, That I (or We), herein referred to as the permittee, herewith deposit with the Superintendent of the Indian Agency the sum of \$..... to be held as a cash penal bond to guarantee full performance of the terms of a grazing permit accepted by the permittee on Range Unit of the Indian Reservation for a period beginning, 19..... and terminating not later than, 19..... It is understood that this amount will be credited on the last installment of the grazing fees due under the terms of the said permit, provided that the terms thereof have been faithfully carried out by the permittee. The permittee hereby constitutes and appoints the Superintendent and his successors in office or his agent as his (or their) attorney-in-fact and agrees that in case of any default in the performance of any of the conditions or stipulations of the permit, the said attorney-in-fact shall have full power to apply the deposit in the satisfaction of any damages, demands, or deficiency arising by reason of such default as he may deem best and the permittee hereby for himself, heirs, executors, administrators, successors, and assigns, ratify and confirm whatever said attorney-in-fact shall do by virtue of these presents.

IN WITNESS WHEREOF, the permittee hereunto sets his (or their) hand and seal this day of, 19.....

WITNESSES:

.....
.....
(Post-office address)

..... [SEAL]
Permittee.

.....
.....
(Post-office address)

.....
(Post-office address)

.....
.....
(Post-office address)

..... [SEAL]
Permittee.

.....
.....
(Post-office address)

.....
(Post-office address)

APPROVED:

.....
Superintendent.

Form 5-5423
June 1970

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

PERFORMANCE BOND

		Date Bond Executed
Principal	Surety	
Penal Sum of Bond (express in words and figures)	Lease or Permit No.	Date of Lease or Permit
Penal Sum Total _____ \$		

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, and _____ (lessor or permitter), in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, provided, however, that the liability of the Surety to either one or both of the obligees shall not exceed in the aggregate the penal sum of the bond.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain agreement, numbered and dated as shown above and hereto attached; and whereas the principal and surety agree that the neglect or forbearance of the lessor or permitter in enforcing against the lessee or permittee the payment of rentals or the performance of any other covenant or condition of the agreement, shall not in any way release the principal and surety, or either of them, from any liability under this bond; and whereas the principal and surety agree that in the event of any default under such lease, the lessor or permitter may prosecute any claim, suit, action, or other proceeding against either the principal or surety without the necessity of joining the other.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of said agreement during the original term of said agreement and any duly authorized extensions thereof, with or without notice to the surety, and during the life of any guaranty required under the agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of any and all duly authorized modifications

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d agreement that may hereafter be made, notice of which modifications to the Surety being
y waived, then, this obligation to be void; otherwise to remain in full force and virtus.

IT IS FURTHER UNDERSTOOD AND AGREED between all parties hereto, That, if the Surety shall so elect, this bond may be cancelled by giving at least forty-five (45) days advance notice in writing to both the Principal and the Superintendent or other officer in charge of the Indian Agency or field office concerned, and this bond shall be deemed cancelled as of the date specified on such notice, the said Surety remaining liable for all acts covered by this bond which may have been committed by the Principal up to said date under the terms, conditions, and provisions of this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing-body.

IN PRESENCE OF:

WITNESS

INDIVIDUAL PRINCIPAL

1. _____ as to _____ (SEAL)
2. _____ as to _____ (SEAL)
3. _____ as to _____ (SEAL)
4. _____ as to _____ (SEAL)

WITNESS

INDIVIDUAL SURETY

1. _____ as to _____ (SEAL)
2. _____ as to _____ (SEAL)

Attest:

Corporate Principal

Business Address

By

AFFIX
CORPORATE

Title

SEAL

Corporate Surety

Business Address

By

AFFIX
CORPORATE

Title

SEAL

Attest:

1118

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

POWER OF ATTORNEY

Pledging United States Bonds or Notes as Security for Grazing Permits

KNOW ALL MEN BY THESE PRESENTS, That.....
(I or We)

of....., State of.....

partners doing business under the firm name of.....
(cancel reference to partners if not applicable)

a corporation organized and existing under the laws of the State of.....

having an office and principal place of business at.....

State of....., in pursuance of a resolution of the Board of Directors

of said corporation, passed on the..... day of....., 19.....,
a duly certified copy of which resolution is attached hereto,
(cancel reference to corporation if not applicable)

hereby constitute and appoint the Area Director, Bureau of Indian Affairs and his
successors in office, as attorney-in-fact to collect or to sell, assign, and
transfer certain negotiable United States bonds, or other negotiable United States
obligations described as follows:

TITLE AND SERIES	SERIAL NUMBER	AMOUNT
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____

such obligations having been deposited pursuant to authority conferred by Section
1126 of the Revenue Act of 1926, as amended, and subject to the provisions thereof
and of Treasury Department Circular No. 154, dated February 6, 1935, as security for
the faithful performance of any and all conditions or stipulations of a grazing permit
accepted by the undersigned on range unit..... of the
(number or name)
..... Indian Reservation for a period beginning....., 19.....,

and terminating not later than....., 19....., which is made a part
hereof, and the undersigned agrees that in case of any default in the performance
of any of the conditions or stipulations of the grazing permit, the said attorney-
in-fact shall have full power to collect said bonds, notes or any part thereof, or
to sell, assign, and transfer said securities or any part thereof, without notice,
at public or private sale, free from any equity of redemption and without appraisement
or valuation, notice and right to redeem being waived, and to apply the proceeds
of such sale or collections, in whole or in part, to the satisfaction of any
Supp. 1, Release 2, 11/23/79

damages, demands, or deficiency arising by reason of such default as said attorney-in-fact may deem best.

And..... hereby for.....sel..... heirs, executors, administrators, successors and assigns, ratify and confirm whatever said attorney-in-fact shall do by virtue of these presents.

In Witness Whereof..... have hereunto set..... hand..... this..... day of....., 19.....

WITNESSES:

.....
.....
(P.O. address)

.....
.....
(P.O. address)

.....
.....
(P.O. address)

.....
.....
(P.O. address)

.....(SEAL)
(Permittee)

.....
(P.O. address)

.....(SEAL)
(Permittee)

.....
(P.O. address)

Approved:

.....
(Superintendent)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CERTIFICATE AND APPLICATION FOR ON-AND-OFF GRAZING PERMIT

I (or WE), Permittee of Range Unit No. _____ on the _____
reservation for the period beginning _____, 19____, and ending

_____, 19____, DO HEREBY CERTIFY that the following described
lands, which are within or adjoining the range unit, are legally owned, or controlled by
other legal tenure, by the undersigned and are to be grazed in conjunction with the Indian
Lands covered by the Grazing Permit on the said unit. Application is hereby made for an
On-and-Off Grazing Permit pursuant to 25 CFR 151.23.

Legal Description of Lands: (Use reverse hereof if necessary)

Non-Indian Lands _____

Federal and State Lands _____

Other Indian Lands _____

Acres:

Non-Indian: (Total) _____; Owned _____; Leased _____; Lease Expires _____

Federal and State: _____; Lease Expires _____

Other Indian: _____; Lease Expires _____

IT IS UNDERSTOOD AND AGREED that the Superintendent shall establish the maximum allow-
able stocking of all lands to be grazed under the on-and-off permit and that approval of
this application is made subject to the terms and conditions of the permit and applicable
regulations.

(Date)

(Permittee)

APPROVED:

BIAM BEISSUR
FEBRUARY 1984

SUPERINTENDENT:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Modification No. _____

MODIFICATION OF GRAZING PERMIT (5-5515)

Range Unit No. _____ Agency _____
Contract No. _____ Reservation _____
Permittee _____ Date of permit _____

BY AUTHORITY OF LAW and under the regulations (25 CFR 151), and as may hereafter be amended,
the above cited grazing permit, as previously modified by Modifications Numbers _____,
is hereby modified to include or exclude the lands on which fees are paid, or those under the on-and-off
clause, described in detail on the attached schedule, which is made a part hereof; and to increase or
decrease the number of livestock in accordance with the authorized stocking rate of the lands, and to
change the terms of the permit as indicated below:

Area of tribal land _____ From _____ to _____ acres
Area of allotted land (fees paid) _____ From _____ to _____ acres
Area of allottee use _____ From _____ to _____ acres
Area of Government-owned land _____ From _____ to _____ acres
TOTAL From _____ to _____ acres

Area of owned land _____ From _____ to _____ acres
Area of leased land _____ From _____ to _____ acres
TOTAL ON-AND-OFF From _____ to _____ acres

Number stock under permit (Exclusive of On-
and-Off) (C.H.S.) _____ From _____ to _____ head
Number stock under allottee use _____ From _____ to _____ head
Number stock under On-and-Off _____ From _____ to _____ head
TOTAL NUMBER STOCK From _____ to _____ head

Annual grazing rental _____ From \$ _____ to \$ _____
Cash bond _____ From \$ _____ to \$ _____
Execution fee _____ From \$ _____ to \$ _____

THIS MODIFICATION becomes effective _____, 19_____, and does not change any of
the terms, conditions, or stipulations of the permit, except as specifically set forth herein.

IN WITNESS WHEREOF the said permittee has hereunto set his hand and seal this _____

day of _____, 19_____

WITNESSES:

(Permittee)

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(See reverse for Consent of Surety)

CONSENT OF SURETY
(Delete if Not Applicable)

The of
surety in the above-described grazing permit hereby agrees to this modification and its continuing
liability under said bond to the same extent as though no modification of the original permit had
been made, provided that the aggregate liability of the said surety, under this bond, shall not exceed
the sum of \$.....

~~IN~~ WITNESS WHEREOF, we hereunto set our hands and seals this day of
....., 19.....

ATTEST:

.....
(Corporate principal signature)

.....
Secretary.

[CORPORATE SEAL
OF SURETY]

By

ATTEST:

.....
(Corporate surety signature)

.....
Secretary.

By

APPROVED:

.....
Superintendent.

**BIAM REISSUE
FEBRUARY 1984**

16-75758-1 GPO
894-122

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS

APPLICATION FOR ALLOCATION OF GRAZING PRIVILEGES

----- RESERVATION ----- AGENCY

I (We) the undersigned enrolled member(s) of the ----- Indian Tribe hereby apply for an allocation of grazing privileges without competitive bidding as authorized by 25 CFR 151.10. Allocated grazing privileges are requested on the following lands:

Range Unit(s) or Areas Desired:

Proposed Grazing Season:

(If year-long, insert the word year-long instead of dates.)

----- From ----- To -----
 ----- From ----- To -----
 ----- From ----- To -----

I (We) certify that the number of livestock over 6 months of age owned by me (us) and to be grazed under my (our) exclusive control and supervision are as follows:

Number of Livestock	Kind of Livestock	Brand and Location	Recorded Owner of Brand	If Mortgaged, Name of Holder of Mortgage
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

I (We) apply for total allocated privileges for the following number and kind of livestock:

1. Owned and listed above

2. In addition to those listed above

Total applied for

Number of Livestock	Kind of Livestock
-----	-----
-----	-----
-----	-----

X X X X X

If this application requests allocated grazing privileges for more livestock than the applicant owns, state briefly the plans made to acquire the additional livestock, including financial arrangements for purchase.

If the applicant intends to graze any livestock owned by another person, list the number, kind, and ownership of such livestock:

Number of Livestock	Kind of Livestock	Brand and Location	Name and Address of Owner	Tribal Member?	
				Yes ___	No ___
-----	-----	-----	-----	Yes ___	No ___
-----	-----	-----	-----	Yes ___	No ___
-----	-----	-----	-----	Yes ___	No ___
-----	-----	-----	-----	Yes ___	No ___
	Total	X X X X X	X X X X X X X X X X X X X X X X X X X		

List here the description and acreage of any land owned or controlled by you that is available for the grazing or pasturing of your livestock. State how many livestock the land will support and for how long. (Attach additional sheet if needed.)

Do you now allow or intend to allow anyone else to graze or pasture their livestock on any of the land you exclusively own or control (not shared with others) rather than graze your own livestock on it?

Yes ___ No ___ If yes, state how many livestock _____

I (We) agree to abide by Title 25, Code of Federal Regulations, Part 151, and all Tribal grazing regulations and, if a grazing permit is issued, to comply fully with its terms.

WITNESS:

Date: _____

Applicant

Applicant

**BIAM REISSUE
FEBRUARY 1984**

Form 5-5525
May 1972

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

AUTHORITY TO GRANT GRAZING PRIVILEGES ON ALLOTTED LANDS

Agency

Reservation

Indian ID#

Name of Allottee, Guardian, or Heir

I hereby authorize the Superintendent of the said Indian Agency to accept this authority and to enter into agreements with prospective permittees, on approved forms, for the grazing of livestock upon the following lands at not less than the following rates per cow month based upon the estimated grazing capacities of the land.

DESCRIPTION OF LAND

Range Unit	Allotment	Land Description Within Section	Cty	Sec.	Towns	Range	Interest	Stip. Rate

And I do hereby agree to grant any permittee reasonable right-of-way over the above allotments, provided I shall receive reasonable compensation, including payment for any damage done or incurred through such right-of-way. The Commissioner of Indian Affairs or his representative shall definitely determine what shall be considered reasonable damages. And provided, further, for and in consideration of the management, advertising and permitting of the lands by the Superintendent for grazing purposes in a manner favorable to the undersigned and for my benefit, I further agree that this instrument cannot be revoked except by giving notice in writing to the Superintendent not less than seven months prior to the termination of any grazing permit then in existence, and provided further that this notification in writing shall not terminate the grazing permit in existence; and, provided that this instrument and any modification thereof shall not be effective until a copy is filed in the said agency office.

I further agree that the proceeds arising from the permits on the above lands shall be paid to the Superintendent of the said Indian Agency and deposited in accordance with the regulations of the Department of the Interior.

I further agree that all permits issued under this authorization shall be approved in accordance with the General Grazing Regulations 25 CFR 151, approved by the Secretary of the Interior.

State _____

Witness: _____

**BIAM REISSUM
FEBRUARY 1984**

INSTRUCTIONS FOR FORM 5-5526

The maximum stocking rate prescribed by the approval hereof shall not be increased without the prior approval of the Area Director upon a showing that an increase may be made without risking range deterioration. Such a showing must be in the form of adequate utilization checks or range condition studies by range units which shall be made a matter of record. Decreases in maximum allowable stocking for conservation purposes, and adjustments in use during a permit period which do not result in the prescribed maximum stocking rate for the unit or reservation being exceeded, shall not require approval by the Area Director until the end of the current permit period, at which time the approval of a revised maximum stocking rate will be required as the basis for allocation and advertisement of grazing privileges for the new permit period.

- (1) This form should be prepared at least six months prior to the expiration of the existing permits. In these cases where a permit period is not clearly defined it shall be prepared at least every three years.
- (2) All Indian lands and government owned range land (under supervision of Bureau of Indian Affairs), usable for grazing but not a part of a farm or farm pasture shall be included within a range unit boundary although in some instances the Indian land presently is not included in the grazing permit.
- (3) Prepare in triplicate with maps and submit to Area Director for approval.
- (4) A map of all range units in triplicate must be prepared and be of a size large enough to specifically delineate the exact boundaries of each range unit.
- (5) The original is for the Agency records, the remaining copies are for Area and Central Office files.

COLUMN 1. Should show the range unit number and when applicable the sub-unit designations (such as 1a, 1b, and 1c). Include units set aside exclusively for wildlife and so designate. After filling in the necessary figures on the sub-unit lines (1a, 1b, and 1c respectively) show total for each unit on separate line. Insert the word TOTAL in the left hand margin on this line or leave next line blank so that totals of each unit are identifiable.

- (6) Acres shown in columns 2 through 5 represent only range land in units. (See 25 CFR 151.5).
- (7) The figures in column 6 have no bearing in the computation of column 9 (surface acres per cow month).
- (8) Column 6 "Usable Range" acres should not include range land not used by livestock because of lack of adequate water facilities. Acres excluded from usable range are barren, waste, inaccessible and timber lands not used for grazing.
- (9) Under columns 7 when a sub-unit is used intermittently throughout the year show the different seasons of use and group by use of bracket () to indicate the total number of months used in column 8 and the surface acres per cow month in column 9.
- (10) Column 9 is obtained by dividing column 8 into column 5. Show to nearest tenth acre.
- (11) At the bottom of the page show the totals in columns 1, 2, 3, 4, 5, 10 and 11 by adding only the TOTAL line for each range unit. Column 1 is obtained by counting the number of range units on the reservation. (Do not include the sub-units).

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GPO 89-111

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LIVESTOCK CROSSING PERMIT

..... Agency Reservation, 19.....

Permission is hereby granted to:

.....
(Name)

.....
(Address)

To drive across the above reservation—

..... head of

Date enter reservation:, 19.....

Date leave reservation:, 19.....

by the following route:

.....
.....
.....
.....

This permit is subject to applicable State and Federal laws and regulations dealing with quarantine and the movement of livestock and to such special instructions as may be issued by the Superintendent of the Agency or his duly authorized representative. No authority is granted to cross trust Indian lands unless specifically set out in this permit. The following charge(s) is made for this crossing privilege:

.....
.....
.....

Issued at the above Agency.

.....
(Superintendent)

BIAM REISSUE
FEBRUARY 1984

LIVESTOCK PASTURAGE AGREEMENT

This agreement made and entered into this _____ day of _____ 19__, by and between _____, an enrolled Indian of the _____ Tribe, a party of the first part, and _____, a non-Indian, party of the second part.

WITNESSETH

1. The party of the second part, owner of _____ head of cows, hereby agrees to deliver said cows on or before _____ 19__ to the party of the first part at his headquarters on Range Unit No. _____ covered by permit allocated to the party of the first part under the regulations (25 CFR 151) by the Superintendent of the _____ Indian Agency, _____. The said cows to be (Hereford) strain. Each animal to be branded _____ and the party of the second part guarantees that all of said cows ran with (Hereford) bulls for a period of _____ days from _____ (month) _____ (day). No guarantee is made, however, that any of such cows are with calf.

2. The second party warrants that he has good title to all of said cows free and clear of any mortgages or liens whatsoever and he agrees that he will pay on or before the due dates all taxes lawfully levied or assessed against said cows during the life of this contract, except as hereafter provided. Mortgaged cows may be pastured under this contract provided the mortgagor or lien holder makes his mortgage subject to the terms and conditions of this contract and releases his mortgage as to one-half of the calf crop and agrees not to enforce the mortgage against the cows during the existence of this agreement or any extension hereof. Evidence of ownership shall be filed with the Superintendent of the _____ Agency at the time a copy of this agreement is filed with him.

3. The party of the first part agrees to care for the said cows at his own expense on the said range unit No. _____, _____ Indian Reservation, pasturing, watering, salting, and feeding said cows and the calves that may drop, all according to the methods usual in the range livestock country until not later than the _____ day of _____ 19__. At the beginning of the winter period which starts on or about _____ the party of the first part agrees to have on hand not less than _____ ton of hay for each of said cows. The cost of the hay and the feeding thereof shall be an obligation of the party of the first part.

4. All the calves shall be jointly rounded up and corralled by the parties hereto on or about the _____ day of _____. The males shall be corralled separately, at the headquarters of the party of the first part. The calves shall than be equally divided between the parties hereto prior to branding by the following method:

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The male calves shall first be divided beginning with the second party who shall alternately pick one male calf as his own until the male calves have been divided; then the female calves shall be divided between the parties, the first party having the first choice. In case one of the parties receives one more calf than the other party, the parties shall determine the value of such calf and whichever party elects to keep the excess calf the other party shall pay one-half of the sum determined as the value of such calf to the other party. Upon the completion of the branding of the calves, which shall be with the State registered brands of the respective parties on or about _____, the party of the second part shall execute and deliver to the party of the first part a bill of sale covering all of the calves belonging to the party of the first part as evidenced by the brands appearing on such calves. Said party of the second part shall at that time execute and deliver to the party of the first part a warranty of title that the calves are free and clear of any debts or mortgages whatsoever.

5. On or before _____, the first party shall deliver to the second party at the first party's headquarters possession of all of said cows together with the calves remaining in the possession of the first party and belonging to the second party as evidenced by the brands thereon.

6. The first party shall not be held accountable to the second party for (a) animals dying a natural death, (b) animals whose death results from acts of God or the elements, and (c) animals which may stray or disappear through no fault of the party of the first part while in the possession of the party of the first part. The first party shall pay, however, to the second party the fair market value as of _____ (date) _____ at the first party's headquarters for all other cows and bulls delivered into his possession hereunder and not returned to the said party of the second part.

7. The second party may at his election in writing to the party of the first part in the month of _____ 19__ deliver possession of said cows to the party of the first part under the same terms and conditions thereof for the second year which action will extend this agreement for a second year (provided the party of the first part is the owner of not exceeding _____ head of cattle).

8. During the life of this agreement or the extension thereof the second party shall seasonably furnish the aforesaid cows belonging to the party of the second part sufficient good (Hereford) bulls for the calf crop. The first party shall, at his expense, pasture, water, salt, and feed such bulls and return them to the second party at other than the breeding season. The first party shall use reasonable care not to let any other bulls run with said cows.

9. Any of said cows determined to be dry at the end of this contract period or any extension thereof shall be returned to the said party of the second part at the headquarters of the party of the first

part and said party of the second part shall pay to the first party (\$ _____) per head per month for each month such dry cow has been grazed by the first party since the preceding _____ (date) _____.

10. Upon the failure of either party to this contract to carry out his part of the contract the right to terminate same upon giving the other party written notice thereof setting forth the breach thereof and in the absence of agreement to adjust immediately the difference between the parties each party shall select a person and the two thus selected shall select a third party and a majority decision regarding the settlement of the differences shall be controlling and binding upon the parties to this contract. If conditions are such that the parties hereto cannot continue the contract under the conditions set forth by the majority decision the contract shall be terminated upon the basis of the majority decision of the three party board.

11. This instrument shall be executed in quintuplicate by the parties hereto and a copy filed with both the Superintendent of the _____ Agency and the _____ Tribe. The filing of the copy with these offices, accompanied by certified copies of any mortgages or liens and any releases thereof on the said cows which shall show that all of the same are filed of record in the proper county office, shall place this contract into effect. It is understood by the parties hereto that the filing of copies of this instrument with the aforementioned offices is for the purpose of insuring that the party of the first part is able and intends to stock his allocated grazing privileges in Range Unit _____ with the herein contracted number of livestock owned by the party of the second part. It is understood by the parties hereto that this agreement is by and between the parties signatory hereto and that the Government assumes no responsibility for the enforcement of the provisions thereof or the adjudication of any disputes arising hereunder except as may be necessary to protect the interests of the Government or the Indian landowners under the terms and conditions of the grazing permit on Range Unit _____ issued to the party of the first part to this contract.

In witness whereof the parties hereto have caused this instrument to be executed the day and year first above written.

Witness

Witness

Witness

Witness

Party of the first part

**BIAM REISSUE
FEBRUARY 1984**

Party of the second part

Illustration No. 18a

Bureau of Indian Affairs
Department of the Interior

PASTURING AUTHORIZATION

_____ has been allocated a Grazing Permit, dated _____, Contract No. _____, on Range Unit No. _____, of the _____ Indian Reservation. The range unit has a grazing capacity of _____ head of cattle (sheep) yearlong. The permittee hereby certifies that he owns _____ head of cattle (sheep) and requests authorization to pasture an additional _____ head of cattle (sheep) for a yearling (seasonal) period.

Authority is hereby granted _____ to pasture in common with his own livestock _____ head of cattle (sheep) on Range Unit No. _____ for a yearlong (seasonal) _____ period. These livestock are owned by _____ of _____ and bear the brand _____. It is understood and agreed that the livestock will be taken care of by the permittee who will be compensated as follows: _____.

All livestock are subject to all the terms of the above described Grazing Permit and Range Control Stipulations.

This authorization is terminable and revocable at any time in the discretion of the Superintendent on written notice to the interested parties. Specific causes for such termination are (1) need of additional range for Indian livestock owners, (2) violation of the terms of the Grazing Permit including the Range Control Stipulations, and (3) failure of the permittee to meet the eligibility requirements for allocations of grazing privileges.

This authorization is effective _____, 19 _____, and expires _____, 19 _____.

Owner of Livestock

Permittee

Issued at the _____ Indian Agency this _____ day of _____, 19 _____.

Superintendent

**BIAM REISSUE
FEBRUARY 1984**

PERMISSION TO PLACE IMPROVEMENTS ON TRUST ALLOTTED INDIAN LANDS FOR THE PERFORMANCE OF USEFUL RANGE PRACTICES

I (We), the undersigned, hereby grant permission to the Superintendent to authorize construction of the following range improvements on the trust allotted lands herein described, and to all present and future users of the range unit in which such trust lands are located, free and unrestricted access to use such range improvements until the land loses its trust status or is excluded from permitted grazing use as a part of a range unit.

The consideration for the grants being the performance of such work and the benefits to accrue to the said lands. The purpose and conditions of the grant have been fully explained to me (us), and I (We) hereby authorize and grant any permission necessary to carry out the range conservation program as planned without further monetary compensation therefor, subject at all times to the approval of the Superintendent.

_____ Reservation, Allotment No. _____

Allottee _____ Description of Land _____

<u>Kind & Number of Improvements</u>	<u>Dimensions</u>	<u>Kind of Material</u>	<u>Estimated Life of Improvement</u>	<u>Location of Improvements</u>
--	-------------------	-------------------------	--------------------------------------	---------------------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Witnesses:

Date _____

(Signature of allottee, guardian, or heirs)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

REMOVABLE RANGE IMPROVEMENTS RECORDS

Reservation _____ Range Unit No. _____

It is hereby certified that the following removable improvements have been constructed on Indian trust land or government owned land on the above range unit during previous grazing permit periods and that I (we) claim ownership of said improvements. (Show location on plat on reverse side.)

Improvement	Number of Miles	Description	Estimated Value
Fence			

Pumping Equipment

Tanks

Corrals

Other

The following removable improvements will be constructed (or purchased) on Indian trust land or government lands in the unit during the current permit period _____ to _____. (Show location on plat on reverse side.)

Improvement	Number or miles	Description	Estimated Value
Fence			

Fence

Other

Authority is hereby requested to remove all the above improvements upon expiration of the grazing permit, provided my occupancy has been satisfactory, and it is understood that any improvements not shown in the above list will remain on the ground and become property of the land. It is further understood and agreed that all wells and casing

Illustration No. 20 (cont.)

placed on the range unit will be capped upon expiration of the permit contract in such manner that the succeeding permittee will be able to use the well. All the above improvements will be removed within thirty days of the expiration of the permit unless the time is extended by the Superintendent. Improvements not removed within the time limit become the property of the landowner.

Approved:

Permittee

Superintendent

Date

**BIAM REISSUE
FEBRUARY 1984**

BRUCELLOSIS CONTROL STIPULATION

Lessees or permittees are required to participate in the State-Federal Brucellosis Eradication Program. All herds are subject to the area certification and recertification program and when found to be infected, must remain under quarantine, be segregated from all other herds, and complete scheduled retests until released from quarantine. All female calves to be kept for breeding purposes shall be vaccinated between three (3) and eight (8) months of age.

Breeding cattle being transferred into the Indian lands covered by lease or permit must originate:

1. From herds in a Modified Certified or Certified Free area not under quarantine for brucellosis; or
2. From herds which have tested negative to the blood test within the past twelve (12) months, and the animals moving into the area have tested negative to the blood test not more than thirty (30) days prior to entry; or
3. Are officially vaccinated female animals under thirty (30) months of age, and from a herd not under quarantine.

Failure to comply with the requirements of this stipulation shall be cause for cancellation of the lease or permit.

CANCELLATION OF GRAZING PERMIT

Unit No. _____

WHEREAS, the Secretary of the Interior, through his duly authorized representatives, has approved the following described grazing permit:

Permittee:	_____
Contract No:	_____
Date of Permit:	_____
Acreage (Indian land):	_____
Carrying Capacity:	_____
Grazing Season:	_____
Annual Grazing fee:	_____
Bond:	_____
On-and-Off clause:	_____

NOW THEREFORE, by mutual consent of the contracting parties, and for the following reasons: _____

The said grazing permit is hereby declared cancelled as of _____

Signed at the _____

this _____ day of _____, 19 _____.

Permittee

APPROVED:

Superintendent

Bid Rejection

Illustration A

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Your bid for range unit _____ submitted in response to the sale of grazing privileges dated _____, does not meet the terms of the advertisement because _____ and is rejected. Your deposit in the amount of \$ _____ is being returned.

Sincerely yours,

Superintendent

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

Award to only bidder
No competition

Illustration B

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Your bid submitted in response to the sale of grazing privileges dated _____, has been found acceptable and grazing privileges are hereby awarded to you on range unit _____ for the annual rental of \$ _____.

(If you wish an on-and-off permit please complete the attached Certificate and Application for On-and-Off Grazing Permit showing the description and acreage of the land on which you wish to receive grazing capacity credit to be included in the on-and-off portion of your grazing permit. Only grassland which you own or otherwise legally control within or adjoining the range unit, and which will be grazed in common with the Indian owned rangelands, may be included.)

(Please advise us which of the following advertised seasons of use you wish to have covered by your grazing permit: _____ head of _____ (cattle, sheep) from _____ to _____; etc.

(Also, please advise us which of the following types of performance bonds you wish to furnish: (1) cash in the amount of \$ _____, (2) corporate or individual surety in the penal sum of \$ _____, or (3) United States Bonds in the total negotiable amount of \$ _____.)

As soon as the above information is received, the grazing permit will be prepared and forwarded (with the appropriate bond forms) for your completion. We again invite your attention to the range improvements requirements of the advertisement of grazing privileges.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

Privilege of
meeting high bid

Illustration C

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

The following bids were received on range unit _____ in response
to the sale of grazing privileges dated _____.

Name of Bidder

Amount of Bid

Since you are not the high bidder, the privilege of meeting the high
bid is being extended to you pursuant to the terms of the advertisement.
You have ten days from date of receipt of this notice to file written
notice in this office that you wish to meet the high bid in the amount
of \$ _____.

All bidders on this unit are given notice of this action by copies of
this letter and will be duly notified of the award.

Sincerely yours,

Superintendent

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

Award to preference bidder
who elects to meet high bid

Illustration D

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Under date of _____ you were granted the privilege of meeting the high bid on Range Unit _____ in accordance with the terms of the advertisement for the sale of grazing privileges dated _____.

You have elected to meet the high bid and the grazing privileges are therefore awarded to you.

(If you wish an on-and-off permit please complete the attached Certificate and Application for On-and-Off Grazing Permit showing the description and acreage of the land on which you wish to receive grazing capacity credit to be included in the on-and-off portion of your grazing permit. Only grassland which you own or otherwise legally control within or adjoining the range unit, and which will be grazed in common with the Indian owned rangeland, may be included.)

(Please advise us which of the following advertised seasons of use you wish to have covered by your grazing permit: _____ head of _____ (cattle, sheep) from _____ to _____; etc.)

(Also, please advise us which of the following types of performance bonds you wish to furnish: (1) cash in the amount of \$ _____, (2) corporate or individual surety in the penal sum of _____, or (3) United States Bonds in the total negotiable amount of \$ _____.)

Your attention is again invited to the range improvement requirements of the advertisement of grazing privileges.

All bidders on this unit are given notice of the award by copies of this letter and any bidder having valid grounds for appeal, may do so in writing to the _____ Area Director. Your appeals must be filed through me within 30 days from the date of this notice in accordance with 25 CFR 2.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

Award to high bidder when preference
bidder fails to meet the high bid

Illustration E

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Under date of _____, you were notified that _____ had been
extended the privilege of meeting the high bid on range unit _____.

_____ has not exercised (not qualified for) that
privilege and grazing privileges are awarded to you as the high
bidder for an annual rental of \$ _____.

(If you wish an on-and-off permit please complete the attached
Certificate and Application for On-and-Off Grazing Permit showing
the description and acreage of the land on which you wish to receive
grazing capacity credit to be included in the on-and-off portion of
your grazing permit. Only grassland which you own or otherwise legally
control within or adjoining the range unit, and which will be grazed
in common with the Indian owned rangelands, may be included.)

(Please advise us which of the following advertised seasons of use
you wish to have covered by your grazing permit: _____ head of
_____ (cattle, sheep) from _____ to _____; etc.)

(Also, please advise us which of the following types of performance
bonds you wish to furnish: (1) cash in the amount of \$ _____,
(2) corporate or individual surety in the penal sum of \$ _____,
or (3) United States Bonds in the total negotiable amount of \$ _____.)

Your attention is again invited to the range improvements requirements
of the advertisement of grazing privileges.

All bidders on this unit are given notice of the award by copies of
this letter and any bidder having valid ground for appeal, may do so
in writing to the _____ Area Director. Your appeal must be
filed through me within 30 days from the date of this notice in
accordance with 25 CFR 2.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

Award to high bidder
on units with no preference

Illustration F

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

--CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

The following bids were received on range unit _____ in
response to the sale of grazing privileges dated _____.

Name of Bidder

Amount of Bid

Grazing privileges are awarded to you as the high bidder.

(If you wish an on-and-off permit please complete the attached
Certificate and Application for On-and-Off Grazing Permit showing
the description and acreage of the land on which you wish to receive
grazing capacity credit to be included in the on-and-off portion of
your grazing permit. Only grassland which you own or otherwise legally
control within or adjoining the range unit, and which will be grazed
in common with the Indian owned rangelands, may be included.)

(Please advise us which of the following advertised seasons of use
you wish to have covered by your grazing permit: _____ head of
_____ (cattle, sheep) from _____ to _____; etc.)

(Also, please advise us which of the following types of performance
bonds you wish to furnish: (1) cash in the amount of \$ _____, (2)
corporate or individual surety in the penal sum of \$ _____, or
(3) United States Bonds in the total negotiable amount of \$ _____.)

Your attention is again invited to the range improvements requirements
of the advertisement of grazing privileges.

Illustration F (cont.)

All bidders on this unit are given notice of the award by copies of this letter. Bidders having valid grounds for appeal, may do so in writing to the _____ Area Director. Your appeal must be filed through me within 30 days from the date of this notice in accordance with 25 CFR 2.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

Tie breaking bids

Illustration F (1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear _____

The following bids were received on Range Unit No. _____ in response to the Sale of Grazing Privileges dated _____.

NAME OF BIDDER

AMOUNT OF BID

There were (Number) tying high bids as indicated above. Pursuant to the terms of the advertisement, tie breaking sealed bids will be received from the indicated tying high bidders only until (Time) _____ ST, (Date) in the office of the Superintendent, _____ Agency, and will be opened immediately thereafter in the presence of any bidders who care to attend. Copies of the approved bid form are attached for your use.

All bidders on this unit are given notice of this action by copies of this letter and will be duly notified of the award.

Sincerely yours,

Superintendent

Enclosure

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

Award to high tie
breaking bidder

Illustration F (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

The following tie breaking bids have been submitted pursuant to Stipulation No. _____ of the advertisement dated _____ and to our letter of instructions dated _____.

(List Bidder and Amount Bid)

Grazing privileges are hereby awarded to you as the high bidder.

(If you wish an on-and-off permit please complete the attached Certificate and Application for On-and-Off Grazing Permit showing the description and acreage of the land on which you wish to receive grazing capacity credit to be included in the on-and-off portion of your grazing permit. Only grassland which you own or otherwise legally control within or adjoining the range unit, and which will be grazed in common with the Indian owned rangelands, may be included.)

(Please advise us which of the following advertised seasons of use you wish to have covered by your grazing permit: _____ head of _____ (cattle, sheep) from _____ to _____; etc.)

(Also, please advise us which of the following types of performance bonds you wish to furnish: (1) cash in the amount of \$ _____, (2) corporate or individual surety in the penal sum of \$ _____, or (3) United States Bonds in the total negotiable amount of \$ _____.)

Your attention is again invited to the range improvements requirements of the advertisement of grazing privileges.

All bidders on this unit are given notice of the award by copies of this letter and any bidder having valid grounds for appeal, may do so in writing to the _____ Area Director. Your appeal must be filed through me within 30 days from the date of this notice in accordance with 25 CFR 2.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

**BIAM REISSUE
FEBRUARY 1984**

Transmittal of permit to
permittee for execution

Illustration G

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Attached for your completion are the following documents which constitute the grazing permit contract on Range Unit No. _____.

1. Grazing permit form 5-5515
2. Lands Schedule
3. Range Control Stipulation form 5-5518
4. (Certificate and Application for on-and-off Grazing Permit)
5. (Bond forms)
6. Map of Unit

Please sign all copies of the permit, show the brands of the livestock to be run, and have your signature witnessed by two people. (Your signature and those of two witnesses should also be affixed to the on-and-off certificate, if you desire an on-and-off permit.)

(Statement about bond completion if applicable) In accordance with the terms of the advertisement you are allowed thirty (30) days from date of this notice to sign the permit, (furnish satisfactory bond) and pay the balance of the annual advance fees due under the permit. Failure to comply within the thirty (30) day period will make your deposit subject to forfeiture.

Your attention is especially invited to the range improvements requirements of the advertisement of grazing privileges, and Section 16 - Range Improvements, of form 5-5518, Range Control Stipulations. As stipulated in the advertisement of grazing privileges, the permit covers only those Indian lands for which proper authority for the use thereof has been obtained from the landowners.

You should return all the signed forms, together with the amount as shown in the attached bill, for completion by this office. An approved copy of the grazing permit contract will be returned for your files.

Sincerely yours,

Superintendent

Note: Use only those statements in () that are applicable.

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BIAM REISSUE
FEBRUARY 1984

Forfeiture
of deposit

Illustration H

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Under date of _____ the grazing permit contract on range unit No. _____ was forwarded for your signature and payment of the balance of annual rental and fees due. You were granted thirty (30) days to complete your part of the transaction and notified that failure to comply within that period of time would make your deposit subject to forfeiture.

This letter is notification that the thirty (30) day period has expired, the completed contract forms have not been returned by you, nor has payment of the required rental and fees been made. You have ten (10) days from date of receipt of this notice or until _____, whichever occurs first, in which to show cause why your advance deposit in the amount of \$ _____ should not be forfeited.

Sincerely yours,

Superintendent

Supp. 1, Release 2, 11/23/79

**BIAM REISSUE
FEBRUARY 1984**

Transmitting Form 5-5525
for signature of
allottee or heir

Illustration I

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Dear

Enclosed is form 5-5525, Authority to Grant Grazing Privileges on Allotted Lands covering rangelands which you own or in which you have an heirship interest. Our records indicate that we do not have an up-to-date copy of this form in our file.

The General Grazing Regulations, 25 CFR 151, provide that Indian trust rangelands suitable for inclusion in range units and which are not used by the owner(s) may be permitted by the Superintendent with the written consent of the owner(s). If two or more individuals share ownership in undivided interests, the Superintendent is authorized by law to grant grazing privileges if the individuals are unable to reach agreement with respect to the inclusion of their land in a range unit within a three month period.

The minimum annual rental you will receive for the current period _____ ending _____ is based on a grazing fee of _____ per Animal Unit Month. This minimum annual rental will be periodically adjusted to reflect change in the value of the grazing privilege. The actual rental received may be higher due to competitive bidding for the grazing privilege.

The owner(s) can revoke this authority by giving written notice to the Superintendent. Any revocation can only take effect upon termination of the grazing permit then in effect. Should the land be sold or a fee patent issued during the term of the existing permit, the lands may be withdrawn from the permit after proper notice to the permittee.

We believe it is in your interest to sign the enclosed form and return it to us in the enclosed self-addressed envelope.

Sincerely,

Superintendent

**BIAM REISSUE
FEBRUARY 1984**

First notice of trespass
(or Illustration K if
more appropriate)

Illustration J

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Livestock bearing your brand have been observed grazing in the vicinity of _____ in range unit _____ without the proper authorization.

This act constitutes grazing trespass as defined in 25 CFR 151.24. The livestock should be promptly removed.

Your cooperation will be appreciated.

Sincerely yours,

Superintendent

(Note:) If this Illustration J is used, then use Illustration K and L as second and third notices if needed.)

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**BIAM REISSUE
FEBRUARY 1984**

First or second notice
of trespass

Illustration K

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

On _____, employees of this office observed (some, a number of) cattle (horses, sheep) branded _____ running at large on the (legal description and local description). The State Brand Book records these brands in your name. These livestock are on the above-described land without proper authorization. This act constitutes grazing trespass as defined under Title 25, Code of Federal Regulations, Part 151.24. This regulation provides that the owner of livestock grazing in trespass on restricted Indian lands is liable to a penalty of \$1.00 per head for each animal thereof for each day of trespass, together with a reasonable value of the forage consumed and damages to property injured or destroyed. Mr. _____, of this office, discussed this trespass matter with you on _____. (We wanted to discuss this trespass problem with you personally, but were unable to locate you on _____.)

This trespass may be unintentional and no assessment of penalty will be made provided the livestock are removed or other satisfactory arrangement is made within _____ days from date of this notice. In the event that the livestock are not removed or other satisfactory arrangements made within _____ days of receipt of this notice, it will be necessary to assess the penalties as provided and take such other action as may be necessary to prevent continued trespass and to protect the Indian range land.

Sincerely,

Superintendent

(Note: This illustration must be modified to reflect trespass cases subject to the Eighth Circuit ruling (55 BIAM Supp. 1, 1.19B(5)(b)))

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

Second or Third Notice

Illustration L

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Under date of _____, you were notified that livestock owned by you were grazing in trespass on restricted Indian lands. You were given a ____ day period to remove the livestock or otherwise make proper arrangements for their grazing. The ____ day period has expired and you have not complied with our request. On _____, another inspection of the area involved was made and _____ head of cattle (horses, sheep) were found to be grazing on the following described lands; _____. You have been granted a reasonable period of time to remove these livestock and have failed to do so. You are hereby assessed a penalty of \$ _____ computed at \$1.00 per head for each day recorded for _____ cattle (horses, sheep), \$ _____ as reasonable value of the forage consumed, and \$ _____ as damages to property in accordance with the provisions of Title 25, Code of Federal Regulations, Part 151.24. The total amount of \$ _____ is payable to the Bureau of Indian Affairs at the _____ Agency. The value of the forage consumed is based on the average rate received per month of comparable grazing privileges on the reservation. The damage to property is based on the estimated cost of repair or replacement. The detail of this damage assessment is shown on the enclosed statement (or can be included here if brief).

You have ____ days from date of this notice or until _____, whichever occurs first, in which to make payment or to show cause why these penalties and damages should not be paid, and to remove the livestock from the trust Indian land. If proper settlement is not made within this time, the matter will be referred to the Area Director with a request for legal action to prevent further trespass on Indian trust land and to collect the penalties and damages assessed.

Sincerely,

Superintendent

(Note: This illustration must be modified to reflect trespass cases subject to the Eighth Circuit ruling (55 BIAM Supp. 1, 1.19B(5)(b))

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

First Notice of
Overstocking

Illustration M

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

On _____, employees of this Agency inspected Range Unit No. _____ permitted to you. In connection with this inspection, a livestock count was made and it was noted that there were _____ head of cattle (horses, sheep) grazing on the unit. Your grazing permit on this range unit provides for the grazing of _____ head of cattle therefore you are in violation of the terms of your permit. Mr. _____ discussed this matter with you personally on _____. (We wanted to discuss this matter with you personally, but were unable to locate you on _____.)

The Range Control Stipulations attached and made a part of your grazing permit provide that: "If the number of livestock authorized is exceeded, the permittee shall be liable to pay as liquidated damages, in addition to the regular fees for the full grazing season as provided in the permit, a sum equal to 50% thereof for such excess livestock and such livestock shall be promptly removed from the unit." This overstocking may be unintentional and no assessment will be made provided the excess livestock are removed within _____ days of date of this notice. Please notify this office promptly as to the number of livestock and date removed from the unit.

In the event that the livestock are not removed within the period provided, it will be necessary to assess the liquidated damages cited above in addition to the regular fee or rental. You are further advised that failure to abide by the specified number of livestock in the permit is cause for cancellation of said permit.

Sincerely,

Superintendent

Second Notice of
Overstocking

Illustration N

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear

Under date of _____, you were notified that an inspection of Range Unit No. _____, permitted to you, revealed that more livestock were being grazed on this unit than are authorized. You were given _____ days in which to remove the excess livestock before any further action would be taken by this office. The _____ day period has expired and the excess livestock have not been removed. Another inspection of the unit made on _____, revealed that there were _____ head of cattle (horses, sheep) grazing on the unit. This is _____ head in excess of the permitted number. You are hereby assessed the regular fee on this number for the full grazing season, plus 50 percent thereof in accordance with Paragraph 2 of the Range Control Stipulations, which are a part of your grazing permit. The total amount of \$ _____ is payable to the Bureau of Indian Affairs at _____ Agency.

You have _____ days from date of receipt of this notice or until _____, whichever occurs first, in which to make payment or to show cause why this overstocking assessment should not be paid, and to remove the excess livestock from the unit. If proper settlement is not made within this time, your grazing permit will be subject to cancellation and, if necessary, the matter will be referred to the Area Director for legal action to prevent abuse of the range resource.

Sincerely yours,

Superintendent

Supp. 1, Release 2, 11/23/79

BIAM REISSUE
FEBRUARY 1984

CONTENTS

Range Management Handbook

PART ONE

Range Site and Condition Standards

This section supercedes Part III, Handbook for Making Resource Inventories. It outlines the method and procedure to be followed by BIA Technicians in making an inventory or evaluation of the forage resource on the range, whether on a single unit or a larger area such as a reservation. The information collected from this inventory will be the basis for management and development planning.

PART TWO

Range Management Education and Training Handbook

This section prescribes a progressive step by step method for use in orienting tribal governing bodies and range users in the basic principles of plant ecology and offers practical guidelines for applying these principles to management.

PART THREE

Range Utilization Standards

A Bureau-wide standardized procedure with criteria to be followed when making utilization studies is provided.

PART FOUR

Range Management Planning Outline

This section outlines the general format to be used, with local adaptation, for the preparation of range management plans following completion of inventories as outlined in Section I.

RANGE SITE AND CONDITION STANDARDS

PART ONE

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EXHIBITS

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1

I. INTRODUCTION

The term "range" refers to all land producing native forage for animal consumption, and lands that are revegetated naturally or artificially to provide a forage cover that is managed like native vegetation. Generally considered, it is land that is not cultivated.

Many factors have acted to produce complex patterns of composition, amount, and distribution of vegetation, and have influenced the soil resource on the range. Successful range resource management is dependent upon an understanding of the interrelationship of soil, vegetation, climate, physiography, and dependent biotic life. Soil and range inventories aid materially in providing information necessary to obtain this understanding.

II. PURPOSE:

There is an ever present need for the most accurate, up-to-date information about the range for such purposes as profitable livestock production, watershed protection, game and fish management, recreation, and other legitimate demands. The major objectives of soil and range inventories on Indian land are to:

- A. Identify and delineate on maps the significantly different areas of land conditions called range sites.
- B. Document the present kind and amount of vegetation on each site by significant plant species.
- C. Relate the present vegetation to the potential for each range site resulting in a range condition evaluation and classification.
- D. Provide guides for stocking rates for each site.
- E. Record range improvements and their condition.

F. Provide maps and summarizations of factual data to serve as a basis for management planning and implementation of programs to increase economic benefits to Indian landowners and users.

G. Educate and train Bureau personnel, livestock operators, landowners, tribal governing bodies, and Indians in general to aid them in obtaining a better understanding of the different range sites and range conditions as they relate to livestock use and proper management.

III. RANGE INVENTORY METHOD

Many methods of range inventory have been or are being used. The Bureau of Indian Affairs has adopted a range site and condition method based on the ecological principle of plant succession and that each range site has the potential to support a self-perpetuating plant community in equilibrium with the climate and soil. This stable plant community is termed the climax, and from it deviation can be measured. Climax is the kind of community capable of perpetuation under the prevailing climatic and edaphic conditions; the terminal stage of a sere under the prevailing conditions. The Bureau of Indian Affairs' range condition analysis is, therefore, based on a quantitative departure by species from the climax for the site.

IV. PROCEDURE

A. Range Site

1. Definition: An area of land having a combination of edaphic, climatic, topographic, and natural biotic factors that are significantly different from adjacent areas. These environmental areas are considered as units for purposes of discussion, investigation, and management. Changes from one site to another represent significant differences in potential forage production and/or differences in management requirements for proper land use.

2. Characteristics: Climate, soil, and vegetation differences or similarities identify range sites. The following factors are considered:

a. Climatic environment (precipitation effectiveness, elevation, temperature, exposure, latitude, longitude, etc.).

b. Soil (depth, permeability, texture, slope, salinity, wetness, stoniness, parent material).

c. Vegetation (climax plant composition, climax plant forage yield, tree overstory, etc.).

3. Identification: On any reservation, climatic or physiographic zones will be established to reflect significant production differences as influenced by rainfall, elevation, growing season, exposure, temperature, and other factors. Each soil group will be identified with the climatic or physiographic zone in which it falls on the reservation. Range sites should be delineated and designated only when such delineation has significant purpose. Although the areas may differ in elevation, exposure, temperature, time and amount of precipitation, and many other factors, it is not feasible or necessary to make fine separations because many of them could not be recognized by range users and they would not be significant in terms of production or management.

4. Site Descriptions: Technical descriptions will be developed for each range site to record the following:

a. The actual or estimated composition of the climax vegetative cover. Where applicable, describe the canopy cover to reflect species composition and canopy cover class. (See IV.B.6.).

b. The climatic conditions. Give nature and seasonal distribution of precipitation.

c. Topography and elevations.

d. Soils. Describe site on basis of conditions furnished for plant growth. (Generally, detail of mapping allows for broad delineation of soil units that coincide with the range site delineation. However, where more than one soil unit is included within a

range site, they are to be identified. On some sites, depletion of plant cover and subsequent soil depletion and erosion have progressed to the point where the original productive potential of the site has been materially reduced. Such areas have been altered to different sites and guides for the site to which the area has been altered will be used. Descriptions of soil units are included within the soil descriptive legend).

Range site descriptions will be developed jointly by range conservationists and soil scientists. Site description should be correlated with other agencies and groups where practicable and applicable. The technical descriptions should be developed after considerable study and experience in a given area.

5. Site Name: The range soil group names of silty, clayey, sandy, etc., will be used since they describe the soil, a permanent characteristic of the site. Since climate, physiography and canopy cover, (where present) have a direct influence upon the kind of forage and its production for the site, the symbols for climatic or physiographic zone and canopy cover class will be made a part of the range site name and these elements described in the site description. (Example: Loamy 3b where 3 is the physiographic or climatic zone and b is the canopy cover class).

6. Site Guides:

a. Sample guides to range sites are included in the appendix. Guides to range sites should be developed locally, giving descriptions in general terms and also keying sites to specific soil characteristics. Site guides may be incorporated with guides for determination of range condition.

B. Range Condition

1. Definition: Range condition is the state and health of the range based on what that range is naturally capable of producing. Condition is based on a measured departure from the potential or climax for each range site.

2. Criteria for Native Range

a. Primary Criteria: Changes in vegetative composition are to be used as the primary criteria for determining range condition. Deviations from climax are measured on an air dry weight basis. For practical purposes, composition changes also reflect density, vigor, erosion and the amount of natural mulch or litter. A decline in condition usually starts with an unstable or interrupted plant cover. Continued disturbances are accompanied by erosion, runoff and a decline in soil conditions. This retards the rate of vegetative recovery.

An improvement in range condition is attained by increasing the proportion of climax species, however, the management goal may be less than an actual return to climax.

b. Secondary criteria: Plant frequency, density, vigor and natural mulch and other vegetational measurements are supplemental or secondary criteria for determining range condition. Density is so variable it is unreliable as a single factor from which to key range condition classes; likewise vigor alone is not a safe factor from which to key condition due to seasonal variations and response to grazing pressures and climatic factors.

Frequency measurements are of most value when they are used with other characteristics, especially density. Frequency gives an indication of results of various treatments upon test plots, the effect of different kinds

of soil, differences between vegetation types and the effect of different systems of management. Lack of normal amounts of natural mulch or litter are commonly products of a decline in range condition. In some cases, the primary criteria of vegetative composition is not adequate to determine condition. This situation may occur where there is loss of density and invading plants do not occupy the areas bared by loss of climax plants or under conditions of accelerated erosion. Where such conditions occur, the secondary criteria will be used for adjusting the condition rating.

3. Criteria for Revegetated Range: Range that has been artificially revegetated for the purpose of establishing a permanent forage cover should be rated as to range condition but the criteria outlined in Item 2 above is not applicable. Condition rating will be based on percentage of optimum stand attained.

4. Plant Grouping: The evaluation of range sites for determination of condition class, based upon vegetative composition, is obtained by recognition of the interrelations of different plant species found growing on the site and their response to grazing. Plant species are segregated into three categories based upon their ecological response to grazing as follows:

- a. Decreasers. Plant species of the original vegetation that decrease in relative amount with continued overuse.
- b. Increasers. Plant species of the original vegetation that increase in relative amount, at least for a time, through overuse.
- c. Invaders. Plant species that were absent in undisturbed portions of the original vegetation and will invade under disturbance or continued overuse.
- d. Exotic. An organism which is not native to the region in which it is found. These and the invaders are disregarded in scoring a condition class rating. However, herbage and usable forage yields may be significant in assignment of an initial stocking rate.

5. Condition Classes:

a. Native Range: The determination of range condition for areas without canopy cover is based upon the percentage (by air dry weight) of climax species within the present vegetative cover in relation to the potential climax vegetative cover of a specific site. Range condition, in association with canopy cover, is expressed as a percentage comparison of the present vegetative forage composition with the climax forage which the site is capable of producing under a given canopy cover class. Four significant range condition classes are recognized. Condition classes may be coded. The four condition classes which will be used are as follows:

<u>Condition Class</u>	<u>Code</u>	<u>Percent of the present composition that is climax for the site</u>
Excellent	E	76 - 100
Good	G	51 - 75
Fair	F	26 - 50
Poor	P	0 - 25

Guides for determining range condition class are required for all range sites.

b. Revegetated Range: Four significant range condition classes will be noted on revegetated range as follows: (based on optimum stand):

<u>Condition Class</u>	<u>Code</u>	<u>Percent of Optimum Stand</u>
Excellent	E	76 - 100
Good	G	51 - 75
Fair	F	26 - 50
Poor	P	0 - 25

6. Relict and Near Relict Areas: Relict and near relict areas provide valuable clues to the nature of the original plant cover and the soil associated with it and are highly useful in determining the number and kind of range sites that should be differentiated. Relicts of climax or near climax vegetation are particularly useful in localities where changes in the native vegetation have been both widespread and severe. Such areas are not confined to cemeteries and railroad rights-of-way, but include areas of range which have escaped or recovered from excessive grazing. In evaluating relict areas, caution must be used in assuming that the current vegetation represents all development to the potential for the site since such protected areas may once have been cultivated, subjected to unusual soil depletion, or lacked a seed source of climax species. Small protected areas that are obviously disturbed by rodents must not be used as relict areas. Pictures, notes on location, plant composition, and soil of important relict areas should be systematically recorded and filed at each area and agency office. When true relict areas cannot be found, climax vegetation composition must be reconstructed as well as possible by using available scientific reports and records, historical accounts, experimentation and interpretation and observation. A continuing analysis and re-evaluation of all forage inventory data collected as the range inventory progresses, may offer additional basis for a determination of climax vegetation for the site.

7. Guides: Guides to range condition are to be developed locally. These guides are to be based upon the best ecological information and experience available. Relict or near relict areas are to be analyzed and procedures developed for standardizing such studies. A determination should be made of the amount each species contributes to the climax on an air dry weight basis. This determination should group the species by decreaser or increaser.

Supplemental instructions for preparation of guides may be necessary, particularly when the climax formations contain species of commercial timber, pinon-juniper associations, brush, chaparral, etc. In these instances, Area Offices will

prepare supplemental instructions. These instructions should conform to the principles in this handbook and are to be submitted through the Central Office for approval prior to implementation.

8. Stocking Rate: Recommended stocking rates will be determined for all range, including revegetated areas, by application of existing research data, local stocking experience and analysis of usable forage production for the various sites and conditions encountered. (B. 6, Relict, and Near Relict Areas, and B. 7, Guides). Stocking rate adjustments are based on sound judgement and consideration of those factors which alter the amount of forage that can be safely harvested as outlined in C. 6, and C. 9. In some instances, there will not be sufficient research data, local stocking experience, etc., on which to base a recommended stocking rate. In those instances, recommendations will be based upon the current year's growth (usable forage) which may be harvested consistent with maintenance and/or improvement of the climax key species. It is calculated on the pounds of air dry usable forage produced per acre divided into the air dry forage requirement per 100 pounds of body weight to maintain an animal in thrifty condition (2.5 to 3.0 lbs/100 lbs body wt per day, or 750 to 900 lbs per AUM for a 1,000 lb animal).

Forage weights are determined by clipping studies as outlined in Exhibit No. 1. Clippings should be carried through several years to average out yearly fluctuations which may occur. Where reliable stocking records exist which have resulted in maintenance or improvement of a climax vegetation cover, such records in conjunction with clipping studies provide reliable data upon which to recommend stocking rates.

Recommended stocking rates serve as a basis for management planning. They are not considered as absolute or final and will be adjusted as circumstances warrant. They are based on proper utilization of the forage and do not consider other management factors such as adequate water. Actual utilization as revealed by annual checks and changed management will affect the stocking rate.

It should be emphasized that these recommended stocking rates are to be used by technicians as a guide only. Range Conservationists using the guide should be given freedom to exercise individual judgement in recommending stocking rates, taking into consideration the following factors: If (a) the site is toward the lower or top limit of the climatic zone, (b) the site is better or poorer than the average for this site, (c) condition percentage is near top or lower limit of condition class. A variable that must not be overlooked in evaluating clipping data is the determination of the percent of the total forage production that represents proper use. Proper use of a range must be based upon key forage species, which are a combination of the decreaser species and important high producing increaser species. Stocking rate allowables for increaser species should not exceed proper use for that amount which is allowable in the climax. Proper use factors, which have been developed and used widely, can be used, but judgement must be exercised because a proper degree of use for individual species may vary between different sites and between different condition classes. Considerations from which to base a proper use factor are:

- a. Amount of forage removal the species can tolerate and still maintain its health and vigor.
 - b. Its relative preference (palatability) taking into consideration the following:
 - (1) The plant association toward which management is directed.
 - (2) The class of livestock.
 - (3) The season of use.
 - c. Species availability. Consider how the plant presents itself for grazing use and its normal distribution in the association, whether it occurs in pure stands or is mixed throughout.
 - d. Its ability to withstand grazing abuse and adverse climatic conditions.
-

C. Field Evaluation and Mapping

Record pertinent data on appropriate field writeup sheets and map(s). The following steps should be considered as the minimum standards necessary in field evaluation:

1. Identify the range site being examined and refer to the appropriate range site and description guide.
 2. Recognize and determine boundaries of the range site to be evaluated. When more than one soils delineation occurs within a site, the outside boundary line shall become the site boundary.
 3. Record the present vegetation by species and groups using standard coded symbol for each species.
 4. Estimate the percentage composition by species based on air dry weight of current year's growth.
 5. Calculate condition based upon composition. Score allowable percentage of individual species as indicated by the range condition guide.
 6. Note density, mulch, erosion and other factors bearing on condition and adjust condition rating.
 7. Determine initial stocking rate based on site and condition.
 8. Reseeded areas will be delineated on the map and coded with the symbol, "R" as a prefix to the condition code.
 9. Adjust stocking rate for nonusable areas which are evident such as rock outcrop, severe erosion, barren areas, unstable soil, slope, etc., which are not extensive enough to be mapped separately but which influence use and management.
 10. Record physiographic or climatic zone, range site, condition, and stocking rate symbols on map.
-

11. Map physical and cultural features such as water locations (permanent or temporary) and the kind thereof, fencing, corrals, roads, etc. Standardized symbols should be used for mapping physical and cultural features.

12. Note condition of range improvements, poisonous plant problems, rodents, game concentrations, and other pertinent matters.

D. Compilation

1. Summarize number of acres by site, by condition class, by physiographic or climatic zone for appropriate geographical units and for the reservation.

2. Summarize stocking rate by appropriate unit and for the reservation. Indicate initial stocking rate based on site and condition and (stocking rate) after cuts have been made for items listed in C.9., above.

3. Part IV of the Handbook for Making Resource Inventories contains additional instructions on preparing reports.

Clipping Studies

Periodic clipping studies should be made for use as a basis in making estimates. The total herbage (all vegetation, current year's growth of grasses, grasslike plants, forbs and shrubs) that is produced on the site is clipped. By these same clipping studies, each species is clipped and weighed separately to provide a basis for percentage estimates. For the increaser species, only that portion of the clipped weight which represents the maximum percentage allowable in the climax is to be given credit in computing the estimated stocking rates. No clipped weights of invader species will be given credit in computing estimated stocking rates.

The procedure is based on the fact that the weight of herbage produced in pounds per acre is equivalent to the grams of herbage produced on 96 square feet. A more representative sampling of the site will occur if smaller plots are clipped and the clipped weights correlated with maximum percentages by weight allowable for the site. Smaller plots can be rectangular 2.0' x 2.4' which gives 5 percent of production or circular, 42" in diameter, which gives 10 percent of production per acre. (Grams per acre converted directly to pounds per acre). Ten of the 2.0' x 2.4' plots give 50 percent of the total production or twenty plots = 100 percent. The number of plots clipped and the interval used between plots depends upon the volume of production of the site being clipped, uniformity of forage density, uniformity of species composition, etc.

Individuals using this system have observed that yields of grasses and forbs can both be estimated with fairly consistent accuracy. In learning to estimate production of browse species, the current year's growth is picked from a single plant or branches and weighed and then estimates made accordingly. It is often advantageous to use a 96 square foot plot on browse species due to the size of the plants and the fact that there are often large spaces between plants. This size plot has a diameter of 132.55 inches.

Clipping studies should be conducted over a period of years, preferably at least five, to provide a figure that might be more nearly average. The studies should be correlated with the precipitation pattern for the years involved, and evaluated in reference to the long-term weather pattern.

Clipping studies should also be conducted to determine degree of utilization. Enclosures in key grazing areas will be necessary to make proper comparisons.

All weights are to be calculated on an air dry basis.

SAMPLE TECHNICIAN'S GUIDE TO RANGE CONDITION BY SITES

Reservation _____

Canopy Class No canopy

Zone 2

Decreasers	Increasers	Sites												Invaders	
		Sl	Sy	Lo	Cy	Dc	Sw	Ssw	Tb	Vs					
Indian Ricegrass	Orhy	Agsm	D	25	40	D	D	D	D	D	D	D	D	D	All annuals
Saline Wildrye	Elsa	Hija	D	15	20	20	25	20	15	15	D	D	D	D	All exotics
Muttongrass	Pofe	Bogr	-	10	5	-	-	-	-	T	D	D	D	D	Gr. Sagewort
Sideoats Grama	Bocy	Slhy	-	5	5	5	5	5	5	-	10	5	5	5	Rabbitbrush
Needle and Thread	SECO	Spal	D	10	10	15	10	10	5	5	-	5	5	5	Snakeweed
Slender Wheatgrass	Agpa	Spcr	-	5	-	-	-	-	-	-	-	-	-	-	
Bitterbrush	Pntr	Dist	25	-	-	-	-	-	-	-	-	-	-	-	
		Perennial Forbs	5	5	5	5	5	5	5	5	5	5	5	5	
		Sagebrush	-	10	10	10	10	10	10	10	10	10	10	10	
		Greasewood	5	-	*	*	*	*	*	*	*	*	*	*	
		4-Wing Saltbrush	10	*	*	*	*	*	*	*	*	*	*	*	
		Other Shrubs*	-	5	5	5	5	5	5	5	5	5	5	5	

*Include in other shrubs.

SAMPLE TECHNICIAN'S GUIDE TO RANGE CONDITION BY SITES

Reservation _____ Canopy Class No canopy

Zone 3

Decreasers	Increasers	Sites								Invaders	
		SL	Sy	Lo	Cy	DC	Sw	TB			
Saline Wildrye	Elsa	D	10	25	40	D	D	D	D	D	All annuals All exotics Green Sagewort
Muttongrass	Pofe	-	10	15	15	20	15	10			
Sideoats grama	Bocn	-	15	15	10	D	15	15			
Needle and Thread	{S188} Squirreltail	-	5	5	5	5	10	10			
Slender Wheatgrass	Agpa	-	-	-	-	-	-	-	-	-	
Prairie Junegrass	Kocr	D	-	-	5	10	-	5	-	5	
Indian Ricegrass	Orhy	-	-	-	-	-	-	5	-	5	
	Western Wheatgrass	25	-	-	-	-	-	-	-	-	
	Galleta	10	-	-	-	-	-	-	-	-	
	Blue Grama	5	5	5	5	5	5	5	5	5	
	Agsm	5	5	5	5	5	5	5	5	5	
	Hija	-	5	10	10	10	5	-	-	-	
	Bogr	10	*	*	5	5	*	5	5	5	
	Sihy	5	-	-	*	5	5	-	-	-	
	Arlo	-	-	-	-	-	-	-	-	-	
	Spa1	-	-	-	-	-	-	-	-	-	
	Spcr	-	-	-	-	-	-	-	-	-	
	Dist	25	-	-	-	-	-	-	-	-	
	CARE	10	-	-	-	-	-	-	-	-	
	Artr	5	5	5	5	5	5	5	5	5	
	Atea	-	5	10	10	10	5	-	-	-	
	Save	10	*	*	5	5	*	5	5	5	
	Cemo	5	-	-	-	-	-	-	-	-	
	Other Woody Plants	-	5	5	5	5	10	10	10	10	

*Include in other woody plants.

SAMPLE TECHNICIAN'S GUIDE TO RANGE CONDITION BY SITES

Reservation _____ Canopy Class "b" (10-39% Pinon-Juniper)

Zone 3

Decreasers	Increasers	Sites						Invaders
		Lo	Cy	Sw	Ssw	TB	Bl	
Arizona Fesene	Western Wheatgrass	20	30	5	D	D	D	All annuals
Mountain Muhly	Squirreltail	5	10	10	10	5	10	All exotics
Muttongrass	Elk Sedge	T	5	T	5	5	5	Ky. Bluegrass
Sideoats	Galleta	5	T	T	5	5	10	False Terragon
Little Bluestem	Three-awn	-	-	-	-	-	-	Sagebrush
Prairie Junegrass	Blue & Hairy Grama	T	T	T	T	T	10	Big Sagebrush
Mountain Brome	Needle and Thread	15	5	5	10	D	D	
Saline Wildrye	Perennial Forbs	10	5	10	10	10	10	
Slender Wheatgrass	Low Sage	*	*	*	*	*	*	
Indian Ricegrass	Gambel Oak	*	5	*	5	10	5	
	Serviceberry			*	5	5	*	
	Mountainmahogany		10	10	5	5	10	
	Antelope Bitterbrush	5	5	10	5	5	10	
	Other-Shrubs*	5	5	10	5	5	5	

*Include with other woody increasers.

SAMPLE TECHNICIAN'S GUIDE TO RANGE CONDITION BY SITES

Reservation _____ Canopy Class "d" 40-69% Pine-
 Zone 5

Decreasers	Increasers	Sites						Invaders
		Lo	Cy	Ssv	St			
Mt. Muhly	Mumo	10	-	D	D			All annuals
Arizona Fescue	Fear	10	15	15	10			All exotics
Mt. Brome	Brca	10	-	5	-			Green Sagewort
Little Bluestem	Ansc	10	10	15	15			Circium Spp.
Sideoats Grama	Bocu	15	15	D	D			
Muttongrass	Pofe	10	10	15	10			
Pinedropseed	Bltr	5	5	10	15			
Slender Wheatgrass	Agtr	*	5	5	5			
Wildrye	Slmy	*	5	5	5			
Indian Ricegrass	Orhy	10	10	15	10			
Needlegrass	Stcd Stvl	5	5	10	10			

*Include with other woody plants.

SAMPLE RANGE SITE DESCRIPTION AND GUIDE

Physiography: <u>Upland Flats</u>	Canopy: <u>No canopy</u>
Elevation: <u>5,200' to 6,500'</u>	Zone: <u>3</u>
Slopes: <u>0% to 5%</u>	Precipitation: <u>15" to 17"</u>
Site: <u>Dense Clay (DC)</u>	Growing Season: <u>4/15 - 8/31</u>

Physical Conditions for Plant Growth

The dense clay site is a set of soil conditions for plant growth that has a high storage capacity for water and fertility. Movement of water and air within the soils is slow to very slow and deep root development is often retarded. Resistance against surface compaction is very low.

Water erosion susceptibility for this condition is very high when compared to other sites on comparable slopes. Wind erosion susceptibility is low.

Vegetative Cover:

Canopy: None

Understory:

DECREASERS-Score all to climax		INCREASERS-Score only % shown to climax		%	INVADERS - Do not score to climax
		Western Wheatgrass	Agsm	D	
Saline Wildrye	Elsa	Galleta	Hija	20	All annuals
Muttongrass	Pofe	Blue grama	Bogr	D	
Sideoats grama	Bocu	Squirreltail	Sihy	5	All exotics
Needle and Thread	Stco	Three awn	Arlo	-	
Slender Wheatgrass	Agpa	Alkali Sacaton	Spai	10	Green Sagewort
Prairie Junegrass	Kocr	Sand dropseed	Spcr	-	
Indian Ricegrass	Orhy	Inland Saltgrass	Dist	-	
		Lowland Sedges	CARE	-	
		Perennial Forbs		5	
		Big Sagebrush	Artr	10	
		4-Wing Saltbush	Atca	5	
		Greasewood	Save	5	
		Mountainmahogany	Cemo	-	
		Other Woody Plants		5	

Initial Stocking Rate Ac/AUM

E	G	F	P
6.0	13.0	24.0	65.0

SAMPLE RANGE SITE DESCRIPTION AND GUIDE

Physiography: <u>Upland Flats</u>	Canopy: <u>No canopy</u>
Elevation: <u>5,200' to 6,500'</u>	Zone: <u>3</u>
Slopes: <u>0% to 5%</u>	Precipitation: <u>15" to 17"</u>
Site: <u>Dense Clay (DC)</u>	Growing Season: <u>4/15 - 8/31</u>

Physical Conditions for Plant Growth

The dense clay site is a set of soil conditions for plant growth that has a high storage capacity for water and fertility. Movement of water and air within the soils is slow to very slow and deep root development is often retarded. Resistance against surface compaction is very low.

Water erosion susceptibility for this condition is very high when compared to other sites on comparable slopes. Wind erosion susceptibility is low.

Vegetative Cover:

Canopy: None

Understory:

DECREASERS-Score all to climax		INCREASERS-Score only % shown to climax		%	INVADERS - Do not score to climax
Saline Wildrye	Elsa	Western Wheatgrass	Agsm	D	All annuals
Muttongrass	Pofe	Galleta	Hija	20	
Sideoats grama	Bocu	Blue grama	Bogr	D	All exotics
Needle and Thread	Stco	Squirreltail	Sihy	5	
Slender Wheatgrass	Agpa	Three awn	Arlo	-	Green Sagewort
Yrairie Junegrass	Kocr	Alkali Sacaton	Spai	10	
Indian Ricegrass	Orhy	Sand dropseed	Spcr	-	
		Inland Saltgrass	Dist	-	
		Lowland Sedges	CARE	-	
		Perennial Forbs		5	
		Big Sagebrush	Artr	10	
		4-Wing Saltbush	Atca	5	
		Greasewood	Save	5	
		Mountainmahogany	Cemo	-	
		Other Woody Plants		5	

Initial Stocking Rate Ac/AUM

E
6.0

G
13.0

F
24.0

P
65.0

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SAMPLE RANGE SITE DESCRIPTION AND GUIDE

Physiography: <u>Upland plateaus</u>	Canopy: <u>"b" 10-39% Pinon-Juniper</u>
<u>or footslopes</u>	Zone: <u>3</u>
Elevation: <u>5,200' to 6,500'</u>	Precipitation: <u>15" to 17"</u>
Slopes: <u>0% to 30%</u>	Growing Season: <u>4/15-8/31</u>
Site: <u>Loamy (Lo)</u>	

Physical Conditions for Plant Growth

The loamy site is a place for plant growth that has a very high capacity for the storage of water and fertility. The movement of water and air in the soils is good but not excessive and plant roots may develop freely to a deep depth. Resistance to surface compaction and crusting is only fair. Compared to other soil sites on comparable slopes it's susceptibility to water and wind erosion is moderate.

Vegetative Cover:

Canopy: 10% to 39% Pinon-Juniper by aerial photo or 16%-30% by Gismc stick.

Understory:

DECREASERS-Score all to climax		INCREASERS-Score only % shown to climax	%	INVADERS - Do not score to climax	
Arizona Fescue	Fear	Western Wheatgrass	Agsm	20	All annuals
Mountain Muhly	Mumo	Squirreltail	Sihy	5	All erotics
Muttongrass	Pofe	Elk Sedge	Cage	T	Ky Bluegrass
Sideoats grama	Bocu	Galletta	Hija	S	False Terragon
Little Bluestem	Ansc	Three-awn	Arlo	-	Sagebrush
Prairie Junegrass	Kocr	Blue & hairy grama	Bogr	T	Big Sagebrush
Mt. Brome	Brca	Needle and Thread	Bohi		
Saline Wildrye	Elsa	Perennial Forbs	Stne	15	
Slender Wheatgrass	Agpa	Low Sage	Stco	10	
Indian Ricegrass	Orhy	Gamel Oak	Arno	*	
		Serviceberry	Quga	*	
		Mountainmahogany	Ama	10	
		Antelope Bitterbrush	Cemo	5	
		Other Shrubs*	Putr	5	

*Include with other woody increasers.

Initial Stocking Rate Ac./AUM

E	G	F	P
5.5	11.8	20	58

SAMPLE RANGE SITE DESCRIPTION AND GUIDE

Physiography: _____	Canopy: "d" 40%-69% Pine
Elevation: 7,100' to 8,500'	Zone: 5
Slopes: 25% to 65%	Precipitation: 21" to 24"
Site: Steep Shallow (SSw)	Growing Season: 5/15-8/10

Physical Conditions for Plant Growth

The steep shallow site is a medium textured media for plant growth that has low storage capacity for water and fertility. The movement of water and air in the soil is good but not excessive. Plant roots develop freely but only to a shallow depth. Resistance to surface compaction and crusting is fair. Compared to other soil sites on similar slopes, its susceptibility to erosion is moderate. This site occurs on steep and very steep slopes.

DECREASERS-Score all to climax		INCREASERS-Score only % shown to climax	%	INVADERS-Do not score to climax
Mountain Muhly	Mumo	Squirreltail	Sihy 15	
Arizona Fescue	Fear	Blue grama	Bogr 5	
Mountain Brome	Brca	Elk Sedge	Cage 15	
Little Bluestem	Ansc	Perennial Forbs	15	
Sideoats Grama	Bocu	Bitterbrush	Putr 10	
Muttongrass	Pofe	Mountainmahogany	Cemo 5	
Pinedropseed	Bltr	Oak	Quga 15	
Slender Wheatgrass	Agtr	Other Woody Plants	10	
Wildrye	ELMY			
Prairie Junegrass	Kocr			
Indian Ricegrass	Orhy			
Needlegrass	Stco			
	Stvi			

Initial Stocking Rates Ac/AUM:

E	G	F	P
5.0	10.0	18.0	48.0