

PP-22-91-52

Did not
Comment
on
Draft

TO: Director (760)
B.L.M.
1849 "C" Street, NW
Washington, D.C. 20240

FROM: Mike Hayhurst *Mike Hayhurst*
Rt. 1, Box 275
Huachuca City, AZ 85616
1-602-744-7702

SUBJECT: Comment concerning the Safford District Resource Management Plan (August 1991)

DATE: October 4, 1991

At the end of the statement numbered 1, page 21, a period should be placed after the word, "exchange," and the words, "state grazing leases will be recognized for the term of these leases," should be dropped.

This statement infers that grazing will be terminated on the renewal date of the State leases. This is totally inconsistent with the statements made by BLM officials since the inclusion of this land in the S.P.R.N.C.A. The State lease holders and the State Land Department were told that grazing in this area would not be terminated when the leases came up for renewal. (Refer to March 29, 1989, letter to Jim Kolbe from Ray Brady)

I talked to Ted McRae in the summer of 1988, where I addressed this question of lease renewal at the end of the State lease date. He assured me that the grazing would continue (refer to memorandum 4120.1, March 1989). These assurances have been repeated many times by Ted McRae. My letter to Ted in April of 1990 makes reference to this and went unchallenged by everyone the letter was sent to. In the proposed A.M.P. of December, 1990, page 3, Item No. 5, "Longevity of Agreement," Ted agreed in principle with this statement.

By the summer of 1991, the management of the allotment had been taken over by the Fairbanks Office. At that time, I met with Greg Yunchivich and gave him a copy of the proposed agreement. He wanted to study the plan, but we did discuss the longevity of the agreement statement. He said that this allotment would be handled like all other allotments in the District, not separated out as part of the S.P.R.N.C.A. If grazing continued on the other BLM lands in the District, it should continue on this allotment.

In a phone conversation of October 4, 1991, Greg read the statement to me and he did not believe that the intent of the statement was to terminate grazing on the State lease renewal date. He thought only clarification was necessary.

I have acted in good faith with the BLM. I have constructed fences in order to rotate pastures, deferred pastures, and kept cattle numbers low all to improve and intensley manage the Riparian corridor and adjacent uplands. All of these totally voluntary acts have greatly enhanced both habitats. It is in the best interest of these habitats for managed grazing to continue.

INCLUSION OF BABOCOMARI ALLOTMENT IN THE S.P.R.N.C.A.

I acquired the Brookline Ranch in the spring of 1988 and was told nothing of the State/BLM trade, where this area would be traded to the BLM. Prior to the closing on the ranch, I questioned both the State Land Department and the former owner directly about this trade and they both said no part of this State lease was included.

After closing on the ranch, during the lease transfer process, I was informed of the trade. I went to Safford and met with Ted McRae. I asked him directly if this area would be included in the S.P.R.N.C.A. He said, "No," that the package was totally put together and would not change. Ted officially does not remember this statement. Because I wanted to develop a good working relationship, I did not press the matter. (memorandum 4120.1)

I then went to the hearing held in Tucson in June of 1988 on the S.P.R.N.C.A. At this time I noticed this area was shaded in a different color on the map. I questioned the color and they answered saying this would not be included in the S.P.R.N.C.A. This should be on the tape and in the transcript of this hearing. I soon found out from a ranger at S.P.R.N.C.A. that this land was included.

I went to Jim Kolbe's office to start an inquiry. They confirmed that this land was included in the S.P.R.N.C.A.

The map of January, 1988, referred to in the Congressional Record, was drawn after May of 1988. I have included an example of each.

UNITED STATES GOVERNMENT

memorandum

4120.1
DATE: March 22, 1989

REPLY TO
ATTN OF: Ted McRae

SUBJECT: Mike Hayhurst, Congressional Inquiry

TO: San Simon Area Manager

This lease was transferred from Joe Keeline to Mike Hayhurst in August 1988. Recently we sent Mr. Hayhurst a grazing bill for the federal land that he leases from the federal government. The lease was increased from 10 cattle yearlong to 15 cattle yearlong to reflect the total net acreage increase after BLM traded approximately 340 acres to the State of Arizona and the State of Arizona traded approximately 1440 acres to BLM. This present carrying capacity reflects the 7 CYL that the State allowed on their land plus the small tracts (360 acres) that BLM retained. The State Land Department allows 5 CYL per section on this lease.

I remember speaking to Mr. Hayhurst twice about this lease. Once when he came to the office, I told him how I had talked to Mr. Keeline several years ago and had

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[REDACTED]

More recently Mr. Hayhurst contacted me about the need to change the current bill. I updated the billing and called him about the change. Since then he paid the bill and I assumed everything was acceptable to him. At no time do I remember talking to him about whether or not the land would be part of the SPRNCA.

I have no correspondence in his file showing that he has requested previous information on this lease.

Joe McRae