4115.11

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
POST OFFICE BOX 71
WINNEMUCCA, NEVADA 89445

NOTICE OF FINAL ADVISORY BOARD RECOMMENDATION
and
DECISION OF THE DISTRICT MANAGER
on
GRAZING ALLOTMENTS IN BUFFALO VALLEY UNIT

February 4, 1966

CERTIFIED MAIL #10,111
RETURN RECEIPT REQUESTED

Joe Saval Estate
Battle Mountain
Nevada

Gentlemen:

The Advisory Board of the State of Nevada, Winnemucca Grazing District No. 2, considered the proposed range line agreements for the common allotments in the Buffalo Valley Unit and recommended as follows:

1. That the common allotments be recognized, subject to these written agreements being signed by the range users involved.

The recommendation, together with the executed agreements has been considered by me, and you are hereby notified that my decision is as follows:

1. That range line agreements are approved and your area of grazing use will be designated as the South Buffalo Allotment. An approved copy of the agreement and map is enclosed with this notice. (43 CFR 4111.3-2(c)).

If you wish to appeal this decision for the purpose of a hearing before an Examiner, in accordance with 43 CFR 1853.1, you are allowed thirty (30) days from receipt of this notice within which to file such appeal with the District Manager, Bureau of Land Management, P. O. Box 71, Winnemucca, Nevada 89445. The appeal should specify the reasons, clearly, and concisely, as to why you think this decision is in error.

Sincerely yours,

E. A. Moore
District Manager

Enclosures

Form 4111-5
(December 1965)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RANGE LINE AGREEMENT

Place: Winnemucca

Date: 1-27-66

In accordance with the provisions of Grazing Regulations (43 CFR 4111.3-2(c)), we, the undersigned, hereby agree to the establishment or adjustment of our respective range allotment boundaries as shown on the attached map and further described as follows:

The South Buffalo Allotment includes all the Federal Range within the following boundary:

Starting at a point along the Lander-Humboldt County Line where it turns in a southwesterly direction in the SE¼ of Section 16, T. 32 N., R. 42 E., then southwest along the County and N-2 and N-6 District Line to Section 25, T. 25 N., R. 39 E., thence west along the Pershing-Churchill County Line to the SW¼ of Section 25, T. 25 N., R. 35 E., thence north and east following the Buffalo Valley Unit Line to the SE¼ NW¼ of Section 20, T. 33 N., R. 41 E., thence in a south-easterly line approximately 6 miles to the Buffalo Valley Well, thence in a southeasterly line approximately 3.5 miles to the point of beginning.

It is further agreed that the above-described allotment boundary constitutes a fair, equitable, and practical range division, based on the respective qualifications of our dependent base property under the Grazing Regulations, and as such shall be binding upon our respective heirs, executors, administrators, successors in interest or assigns.

Manuel Chabagno (Signature of Applicant)	1-25-66 (Date)
Thomas Ormachea (Signature of Applicant)	January 21-66 (Date)
Md Investment Co by John Brady (Signature of Applicant)	Jan 21-66 (Date)
Joe Laval Estate 1/21/66 by Mrs Joe Laval (Signature of Applicant)	Dixie Valley Cattle Co By Wm Lamb Jan 26 (Date) 1966

RECOMMENDED APPROVAL	APPROVED
Leslie J. Stewart (Chairman, Advisory Board)	Moore (District Manager)
1-27-66 (Date)	(Date)

ATTACHMENT TO THE NORTH BUFFALO ALLOTMENT
AGREEMENT - [illegible] April 27, 1966

SPECIAL CONDITIONS

1. It is agreed that at such time as a fence is constructed between the North Buffalo Allotment and the South Buffalo Allotment, that the Buffalo Valley well will be equipped to provide adequate water for the livestock use in the South Buffalo Allotment.

2. It is agreed that in the case of any emergency Allied Land & Livestock Company will be allowed the right to trail their sheep across the north end of the South Buffalo Allotment to Smeltzer Pass and onto their area of use within the Pumpernickel Unit.

3. We stipulate that the Federal Range area within this described allotment is the area of use in which our respective priorities of use were established and that the available forage of Federal Range within such allotment shall be the area in which our respective qualified Federal Range demand shall be determined; with the exception of any other allotments in which any of us having grazing use in this Unit.

   It is also agreed that in the event of the increase or diminution of the Federal Range forage within this allotment for any past, present, or future cause whatsoever, the resultant adjustment of grazing privileges will be made within this allotment and will not affect grazing privileges in adjoining allotments, or be a cause for the amendment of this agreement, or a readjudication of the range.

   The foregoing language shall not construed as preventing any party from objecting to, protesting, appealing or in any manner using all rights and remedies provided by the Federal Range Code, the Taylor Grazing Act, or any other law or regulation for the purpose of objecting to any presently proposed or future carrying capacity reduction of other reduction caused by a diminution of the Federal Range forage, within this allotment.

4. Signing of this agreement shall not be construed as a consent or acknowledgment by any party in the South Buffalo Valley common allotment as to the qualifications or priority of any other party within such allotment, pending final adjudication, and likewise no party in the South Buffalo Valley common allotment shall be deemed to be waiving any right, privilege, position, license or Federal Range demand heretofore established within the South Buffalo Valley common allotment, save and except as to relinquish any claims to the use of Federal Range within the North Buffalo Valley Allotment.