

BISON PRESERVATION AND MANAGEMENT PLAN
FOR
ROYAL TETON RANCH
AND
ADJACENT ENVIRONS

January 22, 1999

**PREPARED BY THE CHURCH UNIVERSAL AND TRIUMPHANT, INC.
FOR DISCUSSION PURPOSES ONLY**

INTRODUCTION

The following represents a proposed plan for the preservation and management of the Yellowstone National Park Bison Herd on lands owned by the **CHURCH UNIVERSAL AND TRIUMPHANT, INC.** (the "**Church**") and other adjacent lands. This proposed plan is an outgrowth of the negotiations between the **Church** and the **ROCKY MOUNTAIN ELK FOUNDATION, INC.** ("**RMEF**") for the purchase and exchange of certain parcels of land belonging to the **Church** by **RMEF** with a subsequent conveyance to the **UNITED STATES FOREST SERVICE** ("**Forest Service**").

By way of an update relative to the negotiations between the **Church** and **RMEF**, the following actions have been consummated:

- **RMEF** has acquired by purchase the Dry Creek parcel.
- **RMEF** has acquired by purchase the Bassett Creek parcels.
- **RMEF** and the **Church** have agreed upon a Real Estate Purchase Agreement for the acquisition of the balance of the Phase I properties by **RMEF** (closing anticipated on January 28, 1999).
- **RMEF** and the **Church** have agreed upon a Real Estate Purchase Option Agreement for the acquisition of the Phase II properties by **RMEF**.
- **RMEF** and the **Church** have agreed upon and executed a Right of First Refusal in favor of **RMEF** for other **Church** lands.

Notwithstanding the fact that all of the above with the exception of the acquisition of the Dry Creek parcel have been accomplished in the last 10 weeks, there remains two

unresolved areas that are at issue as indicated in Section 2(f) on page 3 of the Phase II documentation. That section reads as follows:

Resolution of Unresolved Issues: The parties agree that the exclusive option herein granted and given by Seller to RMEF is specifically conditioned on the following: The closing and consummation of the Phase I Purchase Agreement, an agreement on the form and content of the conservation easements or easement, as the case may be, to Seller's and RMEF's satisfaction, and the development of a Royal Teton Ranch Bison Management Plan for Seller's lands, and other federal lands, if appropriate, to the satisfaction of Seller, RMEF, DOI, Forest Service and the State of Montana. The content of the Royal Teton Ranch Bison Management Plan shall be made available for integration into the final Environmental Impact Statement for the Interagency Bison Management Plan for the State of Montana and Yellowstone National Park. Seller, RMEF and the Forest Service agree to operate in good faith to finalize the conservation easement or easements, as the case may be, and the Royal Teton Ranch Bison Management Plan and proceed to closing.

This proposed plan for the preservation and management of the Yellowstone National Park Bison on the lands of the **Church** and other adjacent lands is offered as a basis for discussion and negotiation to the end of satisfying one of the conditions yet unresolved. This proposed plan and any variation of this plan is subject to approval by the Board of Directors of the **Church**.

GEOGRAPHIC LIMITATION OF THE PLAN

This proposed plan is limited to the area north of the north boundary of Yellowstone National Park and west of Highway 89. Of necessity, when proposing a plan of this type and nature, it is impossible to separate those lands adjacent to the north boundary of Yellowstone National Park that will ultimately be owned by the **Church** after the closing of the Phase II agreement from those lands managed by the **Forest Service** outside the park boundary and the lands within the park boundary. With this in mind, the **Church** has focused on what it perceives to be the reasonable obligations and responsibilities of

the **NATIONAL PARK SERVICE** ("NPS"), the **Forest Service**, the State of Montana ("**State**") acting through one or more of its respective agencies, and the **Church** itself, to achieve the desired goals.

ESSENCE OF THE PLAN

The essence of the proposed plan set forth herein is the formation of a partnership for the preservation and management of a portion of the Yellowstone National Park Bison Herd. Of necessity, the partnership must include **NPS**, **Forest Service**, **State**, and the **Church**. Implicit in this partnership arrangement are common goals, unity of purpose, a fair and equitable distribution of obligations and responsibilities, and the attainment of common goals.

The **Church** envisions the establishment, initially for a five-year period and, ultimately, in perpetuity, of a "**Bison Preservation and Management Easement**" ("**Bison Easement**") on lands belonging to the **Church** and other adjacent lands. The delineation of the initial **Bison Easement** should be established during the summer of 1999 based on the best available information of the historical migration of the bison herd on the north boundary of Yellowstone National Park. The easement, of necessity, should be flexible in nature and, during the initial five-year term of the easement, may be expanded or contracted in various geographic areas to accommodate the ranging habits of the bison herd during the winter months. Ultimately, at the conclusion of the initial five-year period, a permanent **Bison Easement** would be established based on information gained during the initial five-year period.

The **Church** envisions the **Bison Easement** as a use and encumbrance of the **Church**

lands separate and apart from the conservation easements presently being negotiated between the **Church** and **RMEF**. In part, the **Bison Easement** will, of necessity, overlay the conservation easement presently being negotiated, but of necessity, based upon the observation of the **Church** over the past several years, will need to include additional and other lands beyond those involved in the conservation easements. The consideration to be paid to the **Church** for the **Bison Easement** should be deferred until such time as the initial easement is delineated.

GOALS

In the preparation of this proposed plan, the following goals were paramount:

- To preserve the free-roaming Yellowstone National Park bison herd.
- To maintain the brucellosis free status for the State of Montana.
- To respect private property rights.

ASSUMPTIONS

This proposed plan is based on the following assumptions:

- That all parties seek to preserve the Yellowstone National Park Bison Herd.
- That the preservation of the Yellowstone National Park Bison Herd is dependent upon a portion of the herd being allowed to roam outside the north boundary of Yellowstone National Park to find winter forage.
- That the lands that will be owned by the **Church** subsequent to the closing of the Phase II transaction are critical winter habitat for a portion of the Yellowstone National Park Bison Herd.

- That the interaction of bison and cattle will remain a contentious issue irregardless of the scientific information available on the subject.

THE PLAN

Prior to and during the preparation of this proposed plan, the facts, data and other information contained in the Draft Environmental Impact Statement for the Interagency Bison Management Plan for the State of Montana and Yellowstone National Park ("DEIS"), the Interim Bison Management ("Interim Plan"), The Citizens' Plan To Save Yellowstone Buffalo ("Citizens' Plan"), specific comments and questions of Governor Marc Racicot in letters to the Montana Delegation, and the comments made by individuals from various federal, state and local agencies were reviewed and considered. This voluminous information on the management of the Yellowstone Park Bison, while helpful in gaining an insight into the various points of view on the subject, does not appear to succinctly meet the problem head on nor does the documentation, individually or collectively, set forth a reasonable procedure for the resolution of the problem.

As opposed to a lengthy narrative, the **Church** determined that it would be in everyone's best interests for discussion purposes to state its plan in the form of a logical sequence of events, actions, and interactions. To that end, the **Church** proposes the following as a plan for the preservation and management of a portion of the Yellowstone National Park Bison Herd inside and outside the north boundary of Yellowstone National Park.

1. That **NPS** determine, monitor and update, based upon acceptable procedures and practices, the carrying capacity of the Yellowstone National Park Bison

Herd within the boundaries of Yellowstone National Park.

2. That **NPS** determine, monitor and update the number of bison within the boundaries of Yellowstone National Park.

3. That **NPS** remove all surplus bison (animals that exceed the carrying capacity) from Yellowstone National Park bison herd under the provisions of the Act of January 24, 1923 to maintain the herd size within the carrying capacity of the park as the same exists from time to time.

4. That **NPS** maintain and staff as needed its capture facilities at Stephens Creek to handle, at a minimum, 200 bison at any given time with minimal stress to the bison.

5. That **NPS** maintain a program of testing all bison captured in its facility at Stephens Creek to detect the presence of brucellosis based on acceptable standards, including, but not limited to those developed by the Animal and Plant Health Inspection Service, U.S. Animal Health Association, in conjunction with the Department of Livestock for the State of Montana.

6. That **State, Forest Service, and Church** determine, monitor and update, based upon acceptable procedures and practices, the winter carrying capacity of the lands owned by the **Church** after the Phase II closing and the lands administered by the **Forest Service** south of Yankee Jim Canyon, west of Highway 89 to the north boundary of Yellowstone Park. The determination of the carrying capacity on the **Church** lands shall be accomplished by **Church** approved professional range scientists and other professional individuals and the carrying capacity shall also be subject to approval by the **Church**.

7. That **NPS** release and turn out from its capture facility bison found and

determined to be brucellosis free or low risk on a phased basis with releases seven days apart.

8. That the total number of bison released from the park to lands outside the north boundary of the park onto the **Bison Easement** shall not exceed 50% of the total carrying capacity of these lands during the winter of 1999/2000, which percentage shall be adjusted upwards or downwards in subsequent years based on need, carrying capacity, manageability and such other factors as may determine a reasonable release number by **State, Forest Service,** and **Church.**

9. That **NPS** notify the appropriate **State, Forest Service,** and **Church** contact person seven days in advance of any release.

10. That **NPS,** the **State,** and **Forest Service** establish a permanent facility on **Forest Service** land outside the north boundary of Yellowstone National Park to house permanent personnel to oversee the bison migration. This facility would act as a control center and central information facility and may include a small bison holding facility to maintain non-controllable bison.

11. That the permanent personnel assigned to the permanent facility described above shall include a representative of **NPS,** the **State,** and **Forest Service** who will be charged with the responsibility of monitoring all bison outside the park boundary on a daily basis, be the contact parties for all local, state and federal agencies, and the public at large relative to the status of the migration and, ultimately, collectively report in writing to **NPS,** the **State,** the **Forest Service,** and the **Church** at the conclusion of each migration period setting forth all salient facts, data and other information deemed pertinent by the personnel.

12. That **NPS,** the **State,** and **Forest Service** institute and maintain a "no kill" policy

relative to bison outside the park boundary, except in cases of bison that pose a threat to property or people. In the event lethal action is determined to be required, that action shall take place outside the purview of the general public on lands administered by **NPS** or the **Forest Service**.

13. That once bison are released from Yellowstone National Park onto lands of the **Church** and **Forest Service**, the bison will not be hazed and will be allowed to freely roam within the **Bison Easement**, except in cases of bison that pose a threat to property or people. Otherwise, hazing shall only be allowed in the spring of each year to return the bison to the park. The return of the bison to the park shall be a joint effort between **NPS**, the **State**, and **Forest Service**. During the time the bison are ranging on the land of the **Church** and associated lands, they shall not be managed, but shall only be monitored. No vaccination or other testing shall occur.

14. That hunting of bison migrating from the park onto lands of the **Church** and **Forest Service** be prohibited.

15. That the **Church** will, for a period of five consecutive winter seasons commencing with the winter of 1999/2000, remove all domestic cattle from its lands south of Yankee Jim Canyon and west of the Yellowstone River to eliminate the interaction of bison and cattle. **Forest Service** grazing allotments held by the **Church** shall be maintained unaltered during the proposed five-year period of non-use.

16. That during the five-year period of cattle moratorium on the **Church** land described above, the effect of the plan for the Yellowstone National Park bison on the north boundary of Yellowstone National Park will be monitored to determine the effectiveness of that plan and, if the moratorium on cattle is found and determined to be

a necessary component of the Bison Management Plan, the moratorium will be extended and continued on such terms as the **Church, NPS, Forest Service,** and **State** agencies may agree.

17. That during the initial five-year moratorium, the lower elevation lands of the **Church** south of Yankee Jim Canyon will be available for the production of forage suitable for those bison allowed to roam from Yellowstone National Park onto **Church** property. In this connection, the **Church** envisions leasing the low lands to the Montana Department of Fish, Wildlife & Parks who, in turn, would sublease and oversee the agricultural pursuits on the land.

18. That the Montana Department of Fish, Wildlife & Parks be designated as the Grantee of the Conservation Easement presently proposed for the **Church** lands south of Yankee Jim Canyon and the **Bison Easement** to be delineated.

19. That the Montana Department of Fish, Wildlife & Parks give consideration to minimizing the number of permits issued for the late-season big game hunting on **Forest Service** land adjacent to the north boundary of Yellowstone National Park to minimize the hunter-bison conflicts.

20. That the **Forest Service** complete its action plan for the modification of term grazing permits on lands managed by it south of Yankee Jim Canyon to the north boundary of Yellowstone National Park.

21. That the **Forest Service** implement and maintain a policy of non-motorized roads and trails south of Yankee Jim Canyon.

22. That the **Forest Service** initiate and maintain a signage program on all roads and trails giving notice to all of the presence of free roaming bison and establishing a

penalty for the hazing or destruction of bison.

23. That at the conclusion of the five-year moratorium period and after the analysis of the written reports to be prepared by the permanent personnel at the conclusion of each winter migration period, a site-specific bison easement area will be determined and a specific bison preservation and management easement will be granted by the **Church** to **NPS**, **Forest Service**, and **State** collectively to promulgate the Bison Management Plan in perpetuity.

24. That the **Church** shall be compensated on an annual basis for its participation in the plan and for making its lands available for the implementation of the plan in an amount to be agreed upon.

25. That the **Church** shall be held harmless, indemnified and defended through appeal, if necessary, including attorney's fees and costs, if expended, from and for any and all costs, claims, damages, and expenses incurred by virtue of allowing its lands to be utilized as a bison management easement.

26. That any private property owner, including the **Church**, that suffers damage to property, either real or personal, shall be compensated in a timely fashion for the fair market value of any loss.

27. That the final **Bison Management Plan** for the north boundary of Yellowstone National Park ultimately agreed upon shall be included in the Final Environmental Impact Statement for the Interagency Bison Management Plan for the State of Montana and Yellowstone National Park ("**FEIS**").

28. That if at any time during the administration of the plan it is found and determined that **NPS**, **Forest Service**, or the **State** has breached any one or more of the

provisions of the plan, the **Church** shall have the right, without reservation or exception, to terminate its involvement in the plan and foreclose any further use of its lands as winter habitat for a portion of the Yellowstone National Park Bison Herd.

29. That at such time as a Bison Preservation and Management Plan has been agreed upon, together with a conservation easement or easements, as the case may be, for specific portions of the land belonging to the **Church**, the **Church** will proceed to close the Phase II transaction.

30. Nothing set forth or contained herein is intended to imply an extension of the boundary of Yellowstone National Park on lands presently within the State of Montana.

31. Every effort shall be made to maintain the brucellosis-free status of the State of Montana and to prevent embargoes or sanctions being placed on Montana cattle that are shipped to other states.

CONCLUSION

This proposed plan represents a good faith effort on the part of the **Church** to resolve the bison management problem along the north boundary of Yellowstone National Park. The **Church** envisions the delineation of a bison management easement on its property, which easement shall overlay the presently proposed conservation easements, as well as encumber other **Church** lands not subject to conservation easements. The **Church** believes and therefore states that the development of a bison management easement, which may be adjusted from time to time based on information and data gathered during the first five-year period, will ensure long-term perpetual, critical winter habitat for a portion of the

bison herd indigenous to Yellowstone National Park.

Recognizing as stated above that the closing and consummation of the Phase II transaction between the **Church** and **RMEF** is based, in part, on the development of a Bison Management Plan for the **Church's** lands, the **Church** submits this proposed plan in satisfaction of that condition.

RESPECTFULLY SUBMITTED this 22 day of January, 1999.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.
A Montana Corporation

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