

Grazing Timber Agreement

Example of a Grazing and Timber Agreement (GTA) that has been jointly developed and agreed upon how the grazing and timber operators will continue on the common land base.

Timber Operator		Grazing Operator	
Company Name:	Sam Jones Lumber Co. Ltd.	Name:	John Cole
Address:	Box 421	Address:	Box
	Calgary, AB XXX XXX		High River, AB XXX XXX
Phone:	(XXX) – XXX - XXXX	Phone:	(XXX) – XXX - XXXX
Fax:	(XXX) – XXX - XXXX	Fax:	(XXX) – XXX - XXXX

Operation Plans

Provide a description of past, current and future activities that will affect the outcome of this GTA. Attach sheets if more detail or space is required.

Objective: We commit and agree to minimize the impacts on both the timber and range resources and operations while protecting other resources and values.

We have overlapping timber and grazing dispositions located in the Saddle River Watershed located in parts of Sections XX-Twp. XX - Rge. XX- W_M. See attached map. John Cole grazes his public lands grazing licence with cow-calf pairs during the summer each year. Mr. Cole is planning some range improvements to improve the management of the forage and cattle. Sam Jones has a number of older and younger cutblocks, and has plans for new timber harvest. Presently the older and younger cutblocks are being grazed to maintain the carrying capacity of the grazing license. Generally, both operations are running smoothly, however, there are presently a few integration concerns, planned new logging and range improvement impacts need to be discussed, and mitigation measures need to be agreed upon.

Timber: The timber disposition consists of two reforested cutblocks (called 1963 A and 1963 B); one regenerating cutblock (called 2003 A); and timber harvest plans call for two additional blocks (called 2009 A and 2009 B) to be logged in the winter of 2009. A percentage of Cutblock 2003 A is not regenerating successfully and may require replanting. Cutblocks 2009 A and B should regenerate back to pine except landings and haul roads that will need to be planted. The proposed logging will remove natural livestock fence barriers located on John's grazing licence.

Grazing: Grazing Licence (GL)# xxxxxxxx. Carrying capacity of GL is 500 AUMs (and includes Pine, Aspen, Grass and Riparian Meadows). The grazing license covers an area of 4 1/2 sections or about 2,880 acres. Presently the GL is grazed with 100 cow-calf pairs and 4 bulls from about mid June to late September each year. GL is subdivided into three grazing management units called Holding Field (50 AUMs), Old Baldy (300 AUMs) and Young Lady (150 AUMs). After grazing for a few days in the Holding Field, cattle are moved to Old Baldy and is traditionally grazed in the first part of the grazing season, then cattle are rotated to Young Lady for the balance of the grazing season. At the end of the season, cattle are moved back to the holding field for a few days prior to exiting the licence and moving back to the home place. The perimeter of the GL is fenced and includes the use of natural pine and ridge top boundaries located on the east side of licence (Sec. 1). The present cutblocks are an important part of the carrying capacity.

Potential Impacts

Identify the potential impacts that will be created by your integrated operations. Attach sheets if more detail or space is required.

The following are potential impacts that will be created by our integrated operations. The new timber harvesting and regeneration plans have the potential to disrupt the grazing operation and reduce the amount of forage available for my cattle to graze. Also, the removal of trees from the natural fence barriers provides increased grazing risk and potential livestock injury or loss. The grazing of cattle in the new cutblocks has the potential of impacting the regeneration of the pine seedlings and if so, Mr. Jones will fail to meet SRD forest regeneration requirements. Some new range improvements are planned which may interrupt the timber harvest plans. We need to determine how we can both successfully operate on the common land base in a manner that is okay with SRD.

Potential Impacts Continued:

1. Logging is planned for the winter of 2009. Proposed blocks will remove about 1 mile of natural fence barrier in Old Baldy which will allow cattle to move off of license and increase the risk injury and loss of livestock.
2. Logging will reduce my grazing in the pine stands scheduled to be logged in 2009.
3. There is a traditional livestock trail that will be impacted from the logging of 2009B.
4. New logging access roads may conflict with range improvement plans in Old Baldy, (e.g. cross fencing and water development). Range improvements may conflict with logging and access plans.5. Cutblock 2003 A is not regenerating satisfactory in about 15 percent of the area. A combination of factors may be at play including: climate, insects, disease, wildlife and cattle grazing. One of the planted areas is a traditional livestock access road. There are plans to re-plant these failed regeneration areas in 2009.
5. There is a future risk the entire area may be attacked by pine beetle. If so, a salvage plan will be required. The carrying capacity and grazing operations may be impacted.

Mitigation:

Describe how both proponents will ensure that all potential impacts are dealt with to allow both operations to continue. Attach sheets if more detail or space is required.

Specifically: Sam Jones and John Cole Piney will carry out the following integrated mitigation strategies/schedules/map:

1. Sam Jones will log 2009 A and B in 2010. Block 2009 A will be re-located about 1/4 mile to the east to avoid disrupting traditional livestock access in Old Baldy. Logging will require prior approval from SRD Forestry.
2. Sam Jones and John Cole will cost share about 1 mile of fence on the east perimeter boundary of Old Baldy (Sec. 1). The total estimated cost of replacing the natural fence barrier with 1 mile of 4 barbed wire and 7 foot treated line posts , complete with required bracing and tie wire is \$ 2600 for materials and \$3500 for contracting the construction of the fence = \$6100/mile. Sam Jones will pay for the cost of materials and fence post holes, and John Cole will construct and maintain the fence. All materials and holes will be dug by May 15, 2009, and the fence will be constructed prior to cattle entry into grazing licence on June 15, 2009.
3. John Cole will keep cattle out of Block 2003 A during the 2009 re-planting year. Sam Jones will not off set the planting of trees on the traditional livestock access trail in this block. Grazing and forest regeneration in the planted portion of block will be jointly monitored. See monitoring plan. Grazing and forest regeneration in 2003 A will be jointly monitored.
4. For Blocks 2009 A, 2009 B, and 2003 A, John Cole will not be placing in these blocks any salt, oilers, or water developments.
5. Range improvement plans for x-fencing and water development in Old Baldy will be delayed until 2011.
6. Block 2009A will be moved about 1/4 mile east to avoid a traditional livestock access trail. Should logging be required because of pine beetle attack, a new GTA will be required prior to salvage operations. Both SRD and Sam Jones will monitor for pine beetle in the Saddle River watershed.
7. John Cole will delay the planned cross-fencing and water development in Old Baldy until 2012. Prior to constructing these developments he will contact Sam Jones and let them know his plans, (e.g. location of x-fence and dugout). All improvements will receive prior authorization from the local rangeland agrologist.
8. Prior to logging any beetle wood, Sam Jones (salvage operator) will provide reasonable advanced notification to John Cole and address to mutual satisfaction grazing timber related concerns.

Effects to Regeneration (Check box to confirm that)

- Strategies, monitoring, and communication are in place to minimize risk regarding potential livestock damage in cutblocks.

Effects to Forage (Check box to confirm that):

- Strategies, monitoring, and communication are in place to minimize risk regarding potential timber harvest and reforestation having a negative impact on grazing operations and forage.

Effects to Riparian Areas (Check box to confirm that):

- Both operators are aware of the importance of riparian areas and will carryout operations and improvements such as crossings and off –site water development that protect and maintain healthy and functioning riparian areas.

Effects to Grazing Infrastructure & Access Management (Check box to confirm that):

- Both operators are aware of present infrastructure and access important to both operations, and mitigation strategies developed to minimize impacts to future logging and range improvements.

Monitoring and Communication

Describe in detail what monitoring, communications and dispute resolution processes both proponents will utilize.

Communications:

1. Sam Jones and John Cole will meet with each other every November to discuss the year's operations, and determine if there are any additions or changes are required to the GTA.
2. Cutblock 2003 A will be jointly monitored until July 15, 2009. Should livestock be causing a problem, John Cole will contact Sam Jones to develop and agreed upon actions steps to correct this problem. Sam Jones will monitor each year forest regeneration status in cutblocks 2009 A and B, and John Cole will monitor livestock grazing in cutblocks 2009 A and B until pine seedlings are 50 cm in height or have reached 5 years old.
3. Should there be a potential regeneration problem in cutblocks 2009 A or B, both parties agree to contact each other and develop an action plan to mitigate this problem.
4. Both parties will act in good faith in carrying out the GTA. Should there be a dispute, both parties will try and resolve using the agreed upon Beef and Timber industry principles. In the event, a dispute can not be resolved, one or both parties may request in writing that SRD become familiar with the situation and make a decision to help resolve the dispute.
5. John Cole will contact Sam Jones by March 31, 2011 to discuss plans to cross fence and develop a new dugout in Old Baldy.

Monitoring:

1. Both parties agree to carry out monitoring of their respective resource uses, (e.g. grazing forage utilization and forest regeneration in cutblocks).
2. Level 1 monitoring for grazing includes checking the utilization of the forage in the cutblocks to keep it below about 30 percent utilization. Level 1 is carried out during normal day to day operations such as checking cattle, riding and moving salt, and range health inspections. Monitoring for the condition status of fences, gates, stock watering, riparian areas and livestock trails will also take place during Level 1 inspections.
3. Level 1 monitoring for timber includes following required SRD standards for forest regeneration. Level 1 are carried out during normal operations.
4. Should the Level 1 monitoring identify a potential grazing or timber related problem, this initiates Level 2 monitoring. Level 2 monitoring requires either party to contact each other immediately and discuss the problem. If required, agree upon how the problem will be corrected.
5. Level 1 monitoring should be jointly carried out to confirm if the problem has been corrected.

Disposition Holders Agreement	
We the undersigned grazing and timber dispositions holders agree and will implement this Grazing Timber Agreement	
Signed: _____	Signed: _____ John Cole, GL# XXXXXXXX
Representative for : Sam Jones Lumber Co. Ltd.	Date: _____
Sustainable Resource Development Endorsement:	
Signed: _____ Rangeland Agrologist	Signed: _____ Forest Officer
Date: _____	Date: _____

Information about developing a GTA can be found on SRD's following website http://www.srd.gov.ab.ca/land/m_guidelines.html or by contacting the local SRD office through 310-0000.

