

## Royal Teton Ranch – Devil’s Slide Land Conservation and Wildlife Habitat Agreement in Yellowstone

\$13,056,503.83 in taxpayer funds appropriated by Congress from the Land, Water and Conservation Fund was used by the US Department of Interior and the US Forest Service to protect land owned by the Church Universal and Triumphant including:

- The purchase of 5,262 acres of Church lands in Cutler Meadows, North Dry Creek, Bassett Creek and Royal Teton Ranch lands between Yankee Jim Canyon and Cinnabar Mountain, near Yellowstone National Park.
- A conservation easement for wildlife habitat on 1,508 acres near Devil’s Slide.
- An exchange of 1,000 acres of public lands for 1,012 acres of Church Universal and Triumphant lands to consolidate ownership in Mol Heron, Aldridge Lake and along the Yellowstone River.

Source: [USFS Gallatin National Forest Briefing Paper, Royal Teton Ranch Land Conservation Project, \(Current 2003\); RTR Purchase Summary with Funding Breakdown January 20 2000 Updated March 6, 2000 to include Phase II closing costs.](#)

"John Logan, Gardiner District Ranger, said the primary management emphasis for these lands will be to provide quality wildlife habitat, including historic winter range and migration habitat for elk, mule deer, antelope, bighorn sheep, bison and other species. The lands also contain critical habitat for grizzly bear and Yellowstone cutthroat trout."

Source: [USFS Press Release, February 16, 1999.](#)

"Based on the above changes and the completion of the proposed land exchange, there will be very little suitable land on which to graze livestock remaining in federal ownership within the Park Allotment. Therefore, the Park Allotment will be recommended for discontinuance or closure." (Making a recommendation on what the Conservation Easement agreement should say about grazing cattle on the Park Allotment).

Source: [John Logan, Gardiner Ranger District 1/17/01 email to Robert Dennee, USFS.](#)

"Following completion of the proposed RTR land exchange, most of the suitable grazing lands in the Park Allotment will be on Church-owned lands. There will be very little federal land remaining in the Park Allotment suitable for grazing. The Bison Management Plan also proposes removal of livestock grazing by 2001. (Earle - Is this sentence based upon the final EIS?) Therefore, upon completion of the RTR land exchange, the Gardiner District Ranger will recommend closure of the Park Allotment."

Source: [Robert Dennee, USFS 3/28/01 email.](#)

"The five year grazing lease between the Church Universal and Triumphant and Brian Severin terminated April 1, 2002. By mutual agreement, the Church did not renew this lease. It is our understanding that the Church entered into a one year grazing agreement with Wade Peck to graze lands within the Park Allotment during 2002."

A spreadsheet accompanying the District Ranger’s letter shows that the expiration date for the Park Allotment is December 31, 2002. Grazing on/off dates are from July 1 to October 5. The Park grazing allotment encompassed the 1,508 acre Devil's Slide Conservation Easement, which is held by the US Forest Service.

Source: [Ken Britton, District Ranger, Gardiner Ranger District, USFS July 24, 2002.](#)

"The Church Universal and Triumphant, RMEF [Rocky Mountain Elk Foundation] and Forest Service recognize that a grazing plan will need to be developed for the RTR Conservation Easement land prior to grazing livestock on these private lands in 2003."

"The Church, RMEF and involved agencies have not developed a Bison Management Plan for the Easement lands."

Source: [Rebecca Heath, Forest Supervisor, Gallatin National Forest, July 12, 2002 letter.](#)

"The People of the United States recognize" that the Devil's Slide "and their surrounding environs, have significant and important natural features and wildlife habitat values." The Devil's Slide provides "important habitat for large numbers of wild ungulates including antelope, bison, bighorn sheep, elk and mule deer and other nationally significant wildlife programs such as recovery efforts for bald eagle, peregrine falcon, grizzly bear and gray wolf."

"The parties ... are desirous of preserving and protecting said values in perpetuity for the benefit and enjoyment of the American people."

Source: [Devil's Slide Purchased Conservation Easement BASELINE STUDY Royal Teton Ranch Conservation Project, January 2001.](#)

In December 2002, the Church Universal and Triumphant released a ten-year Grazing Management Plan allowing for up to 178 cow-calf pairs or steers to be seasonally grazed on the Devil's Slide conservation easement lands. "The purpose of this GMP is to fulfill the requirements of the DOCE [Deed of Conservation Easement]. Ideally, the forthcoming Wildlife Plan and the Bison Management Plan (in-process) will be consistent with this GMP."

Source: [CHURCH UNIVERSAL AND TRIUMPHANT Devil's Slide Conservation Easement Grazing Management Plan, December 10 2002.](#)

In February 2003 Gardiner District Ranger Ken Britton approves the Church's Grazing Management Plan stating: "We also expect that the plan will be consistent with the forthcoming Bison Management Plan, which is also specified in the Conservation Easement."

Source: [Ken Britton, Gardiner District Ranger, Gallatin National Forest letter to Church Universal and Triumphant, February 25, 2003.](#)

"Max Baucus: Another suggestion is that on the bison issue and other related issues, when we work on them we should remember this day. This is a great day for Montanans, for sportsmen across the state. And so the spirit of the joy today we assume that we're going to have the right attitude in working out these other solutions and don't get wrapped around the actual, minor details on the bison issue. But remember the spirit of today so we can get those bison issues and other related issues worked out pretty amicably."

Source: [Senator Max Baucus, Transcript of Press Conference, November 11, 1998, Bozeman, Montana.](#)

[Real Estate Purchase Option Agreement, Exhibit D, February 10, 1999.](#)

m. The Church and USFS will develop an agreement regarding existing agricultural and hunting uses on lands identified for public acquisition.

n. All of Seller's Grazing Allotments presently in place to continue pursuant to the terms of the allotments.

**Deed of Conservation Easement, Royal Teton Ranch - Devil's Slide Area August 30, 1999.**

"Whereas, there exists now, and for some time in the future, a need to preserve and protect the surviving indigenous North American bison herd, elk herd, and other wildlife of Yellowstone National Park, the survival of which it appears is based on the need to allow the free and unhampered migration of these animals outside the boundary of the Park; and

Whereas, the Grantor finds itself in a unique position to aid and assist in the preservation of the Yellowstone National Park bison and other wildlife by setting aside a portion of its lands, in perpetuity, thereby providing in the natural world, a safe haven for the bison; and

Whereas, the Grantor's lands provide significant winter range and crucial habitat for many indigenous species including elk, bighorn sheep, mule deer, pronghorns, grizzly and black bears, mountain lions, other indigenous wildlife, and, upon completion of the Bison Management Plan, significant winter range and crucial habitat for bison;".

**Section II**

F. Ranching and Agricultural Activities. "Grantor shall have the right to use the Easement Lands for traditional agricultural and ranching activities, including the grazing of livestock, consistent with the terms of this Easement, provided these activities do not materially jeopardize the wildlife habitat values ... "

H. Domestic Livestock and Grazing. "... Grazing activity by domestic animals shall be governed by a Grazing Management Plan ("Grazing Management Plan") prepared by a qualified natural resource specialist and reviewed and approved by the Grantee and Grantor. The Grantee acknowledges that this Conservation Easement is taken subject to the rights of a grazing lease, which grazing lease will expire on or before December 31, 2002. Provided, however, that prior to any grazing on the Easement Lands after January 1, 2003, the Grantor and the Grantee shall mutually agree upon the terms and conditions of the Grazing Management Plan consistent with this Conservation Easement."

**Section III**

C. Conservation, Enforcement, Injunction, and Restoration. "The Grantee has the right to prevent any activity on, or use of, the Easement Lands which is inconsistent with this Easement. The Grantee is entitled to take any legal action to prevent such activity, including, but not limited to, obtaining an injunction in a court of competent jurisdiction ..."

**Section VII**

A. "The parties agree ... to develop a Royal Teton Ranch Bison Management Plan ... for the Easement Lands and other lands mutually agreed upon ... This plan would be intended to guide management actions consistent with the terms and purposes of this Easement, though it may be more protective of bison and their habitat. It should identify ways to manage the land to preserve, restore and enhance the bison that utilize the Property and their habitat."

**Prepared by:**

Darrell Geist & Associates  
PO Box 7941  
Missoula, MT 59807  
[z@wildrockies.org](mailto:z@wildrockies.org)  
(406) 531-9284

Buffalo Field Campaign  
PO Box 957  
West Yellowstone, MT 59758  
[buffalo@wildrockies.org](mailto:buffalo@wildrockies.org)  
(406) 646-0070