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13 **IN THE UNITED STATES DISTRICT COURT**
14 **FOR THE DISTRICT OF ARIZONA**
TUCSON DIVISION

15 **Center for Biological Diversity,**) Case No. No. 4:20-cv-00020-DCB
16)
17 Plaintiff,)
18 v.) **STIPULATED SETTLEMENT**
) **AGREEMENT**
19 **United States Forest Service;**)
20 **United States Fish and Wildlife Service,**)
)
21 Federal Defendants,)
22 and)
23)
24 **Spur Ranch Cattle Company, et al.**)
)
25 Defendant-Intervenors.)

26 This Stipulated Settlement Agreement is entered into by and between Plaintiff
27 Center for Biological Diversity (hereafter “Plaintiff”), and Federal Defendants United
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1 States Fish and Wildlife Service and United States Forest Service (hereafter “Federal
2 Defendants”) (collectively, “the Parties”), who state as follows:

3 WHEREAS Plaintiff filed its “Amended Complaint for Declaratory and Injunctive
4 Relief,” ECF No. 29, on December 3, 2020;

5 WHEREAS Plaintiff’s Amended Complaint alleges that Federal Defendants have
6 violated various provisions of the Endangered Species Act (“ESA”) in relation to the
7 United States Forest Service’s administration of livestock grazing on grazing Allotments
8 within the Upper Gila River watershed on the Apache-Sitgreaves and Gila National
9 Forests;

10 WHEREAS Federal Defendants intend to reinitiate ESA consultations on
11 Allotments named in Plaintiff’s Amended Complaint consistent with the schedule
12 presented in Attachment 1 hereto;

13 WHEREAS the Forest Service will work to include updated descriptive
14 information and/or maps of areas to be excluded from livestock grazing when issuing
15 Annual Operating Instructions for the Allotments named in Plaintiff’s Amended
16 Complaint, to the extent consistent with existing Allotment Management Plans;

17 WHEREAS the Forest Service will work to include updated descriptive
18 information and/or maps of areas to be excluded from livestock grazing in the relevant
19 Allotment Management Plans for the Allotments named in Plaintiff’s Amended
20 Complaint when those Allotment Management Plans are revised in the future;

21 WHEREAS the Forest Service intends to participate in a future long-term
22 planning effort to address conservation issues with listed species in the areas of the
23 Allotments named in this litigation, with the specifics and feasibility of that planning
24 effort -- such as managing invasive species or conducting species surveys -- to be
25 determined during the planning process;

26 WHEREAS Plaintiff and Federal Defendants have reached an agreement to
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1 resolve this case, with the Parties agreeing to undertake and perform the measures set
2 forth in this Stipulated Settlement Agreement;

3 THEREFORE, pursuant to Federal Rule of Civil Procedure 41, Plaintiff and
4 Federal Defendants stipulate and agree as follows:

5 1. Definitions. The Parties agree that the following terms used in this
6 Agreement have the following definitions for purposes of this Agreement:

7 a. *Excess Livestock* means any livestock owned by the holder of a National
8 Forest System grazing permit, but grazing on National Forest System
9 lands in greater numbers, or at times or places other than permitted in
10 the grazing permit or authorized on the annual Bill for Collection.

11 b. *Unauthorized Livestock* means any livestock that is not authorized by
12 permit (or Bill for Collection) to be upon the land on which the
13 livestock is located and is not related to use authorized by a grazing
14 permit (i.e., livestock owned by other than a National Forest grazing
15 permit holder). Noncommercial pack and saddle stock used by
16 recreationists, travelers, other forest visitors for occasional trips, as well
17 as livestock to be trailed over an established driveway when there is no
18 overnight stop on Forest Service administered land do not fall under this
19 definition.
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21 2. The Forest Service will monitor riparian areas excluded from permitted
22 livestock grazing on National Forest System lands within or adjoining the grazing
23 allotments listed in Attachment 2 for the presence of excess or unauthorized livestock.
24 The excluded areas to be monitored are described in Attachment 2.

25 a. The Forest Service will conduct an initial inspection of the excluded
26 areas described in Attachment 2 within three months of the operative
27 date of this Stipulated Settlement Agreement.
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- b. In addition to the initial inspection, a minimum of two inspections of each location will be conducted annually (where each “year” begins and ends on the operative date of this Agreement and anniversaries of that operative date), except for closed or vacant Allotments, for which a minimum of one inspection will be conducted annually in addition to the initial inspection.
- c. Monitoring timing and frequency may vary depending upon individual allotment management, such as permitted season of use and time periods when livestock are authorized in pastures adjacent to excluded riparian areas.
- d. Monitoring will include the inspection of exclosure fences described in Attachment 2 on National Forest System lands that are intended to exclude livestock from the excluded riparian areas described in Attachment 2.

3. If the Forest Service detects excess or unauthorized livestock in any excluded riparian areas identified in Attachment 2, the agency will initiate the appropriate administrative process to remove those livestock from the area.

- a. If excess livestock are detected in excluded riparian areas, the Forest Service will make reasonable efforts, within one business day, to contact the owner and provide instructions for the livestock to be removed. The Forest Service will provide the livestock owner a specific time frame to remove the livestock (typically within 72 hours).
- b. The Forest Service will verify that excess livestock have been removed either through a site visit or discussion with the owner of the livestock.
- c. If the Forest Service cannot identify the owner of any livestock detected in excluded riparian areas, the Forest Service will use best efforts to

1 safely move any unauthorized or excess cattle discovered during
2 inspections out of excluded riparian areas, with the exception of moving
3 unauthorized or excess livestock that may pose safety risks to Forest
4 Service personnel performing the inspection.

5 4. If the Forest Service receives a report from Plaintiff or other parties that
6 excess or unauthorized livestock are present in an excluded riparian area identified in
7 Attachment 2, the Forest Service will make reasonable efforts to verify the presence of
8 livestock within two business days and, if present, will implement the appropriate
9 removal process described above in Paragraph 3.

10 a. Any reports of excess or unauthorized livestock in closed or excluded
11 riparian areas that Plaintiff submits to the Forest Service will include the
12 name of the supervising employee, the date and time of the discovery,
13 the location of the livestock (preferably GPS in NAD 83), the number of
14 livestock observed, and date-stamped photos if available.

15 b. If Plaintiff conducts independent assessments or monitoring of range
16 conditions in excluded or closed riparian areas identified in Attachment
17 2, Plaintiff will provide the Forest Service with any data or resulting
18 reports to the Forest Service within three months following the
19 observations. Plaintiff will notify the Forest Service within 24 hours or
20 as soon as practicable if it identifies any livestock in excluded or closed
21 riparian areas identified in Attachment 2.

22 5. If the Forest Service detects damage to fencing during monitoring described
23 in Paragraph 2, the Forest Service, depending upon maintenance responsibility, will
24 either repair the fence or instruct the associated grazing permittee to repair the fence.

25 a. Minor repairs (e.g., busted wire, closing gate) will be accomplished as
26 soon as practicable, and repairs requiring additional work (e.g., new
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1 wire and post to patch hole, removal of fallen trees) will be completed
2 within 14 days, to the extent reasonable and feasible, subject to
3 available funding.

4 b. The Forest Service will continue to work with permittees to identify
5 areas where livestock may be incidentally accessing closed or excluded
6 riparian areas through gaps in natural barriers and remedy those
7 situations, subject to available staffing and funding, and in compliance
8 with Federal law.

9 c. If the Forest Service identifies any particular riparian area(s) excluded
10 from authorized grazing on any particular Allotment(s) identified in
11 Attachment 2 where the agency determines that livestock intrusions are
12 a chronic issue, the Forest Service will initiate best efforts to determine
13 how to address those intrusions on a more permanent basis.

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15 6. The Forest Service will prepare quarterly reports listing any inspections
16 conducted under Paragraph 2 above, and subsequent actions taken, if any, under
17 Paragraphs 3-5. The Forest Service will provide these inspection reports to Plaintiff, and
18 will ensure that each report is signed by a Forest Service employee who prepared the
19 report.

20 7. The commitments made by the Forest Service in Paragraphs 1-6 will
21 commence on the date that this agreement is approved by the Court, and extend for a
22 period of three years from that date. Except as stated otherwise herein, the Forest Service
23 retains discretion in how it carries out its obligations under the Agreement.

24 8. Attorneys' Fees and Costs.

25 a. Federal Defendants agree to pay Plaintiff \$47,500.00 in full and
26 complete satisfaction of any and all claims, demands, rights, and causes
27 of action pursuant to the Equal Access to Justice Act ("EAJA"), 28

1 U.S.C. § 2412(d), ESA Section 11(g)(4), 16 U.S.C. § 1540(g)(4), and/or
2 any other statute and/or common law theory, for any and all attorneys’
3 fees and costs incurred in this litigation through the date of dismissal of
4 the action pursuant to Paragraph 9.

- 5 b. Federal Defendants’ payment as identified in Paragraph 8.a above, shall
6 be accomplished by electronic fund transfer into the Center for
7 Biological Diversity. Plaintiff’s counsel will provide the appropriate
8 account number, tax identification, and other information needed to
9 facilitate payment to undersigned counsel for Federal Defendants.
10 Federal Defendants shall submit the paperwork for the payment within
11 thirty (30) business days after this Stipulated Settlement Agreement is
12 approved by the Court or Plaintiff provides the necessary information as
13 required by this paragraph to facilitate the payment, whichever is later.
14 Plaintiff’s counsel shall notify undersigned counsel for Federal
15 Defendants when payment is received.
- 16 c. Plaintiff agrees that receipt of the full amount specified in Paragraph 8.a
17 above shall operate as a release of any and all claims for attorneys’ fees
18 and costs that Plaintiff has incurred in this litigation through the date of
19 dismissal of the action pursuant to Paragraph 9.
- 20 d. Plaintiff and its attorneys agree to hold harmless Federal Defendants in
21 any litigation, further suit, or claim arising from the payment of the
22 agreed-upon \$47,500.00 settlement amount pursuant to Paragraph 8.a.
23 Under 31 U.S.C. §§ 3711, 3716; 26 U.S.C. § 6402(d); 31 C.F.R. §§
24 285.5, 901.3; and other authorities, the United States will offset against
25 the attorney fee award Plaintiff’s delinquent debts to the United States,
26 if any. *See Astrue v. Ratliff*, 560 U.S. 586 (2010).
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1 9. Plaintiff dismisses this action with prejudice, pursuant to Rule 41 of the
2 Federal Rules of Civil Procedure.

3 10. In the event there is a dispute over compliance with any term or provision
4 of this Stipulated Settlement Agreement, the disputing Party will notify the other Party in
5 writing of the nature of the dispute and, within 7 days after such notification, the Parties
6 will initiate discussions and attempt to resolve the dispute. If the Parties do not resolve
7 the dispute within 30 days thereafter, Plaintiff's option is to file a new case. Through this
8 Agreement, Federal Defendants do not waive any jurisdictional, procedural, or
9 substantive defenses to any new cases. The Parties agree not to seek to invoke the
10 contempt powers of this Court in aid of enforcement of this Agreement. Plaintiff does
11 not waive any right to bring other litigation regarding the Allotments encompassed by
12 this Agreement, including substantive challenges to any final agency actions resulting
13 from the reinitiated consultations.

14 11. The undersigned representatives of Plaintiff and Federal Defendants certify
15 that they are fully authorized by the Party or Parties whom they represent to enter into the
16 terms and conditions of this Stipulated Settlement Agreement and to legally bind those
17 Parties to it.

18 12. Nothing in this Stipulated Settlement Agreement shall be interpreted as, or
19 shall constitute, a commitment or requirement that Federal Defendants obligate or pay
20 funds, or take any other actions in contravention of the Anti-Deficiency Act, 31 U.S.C. §
21 1341, or any other applicable law. Nothing in this Stipulated Settlement Agreement shall
22 be construed to deprive a federal official of authority to revise, amend or promulgate
23 regulations, or to amend or revise land and resource management plans. Nothing in this
24 Stipulated Settlement Agreement is intended to or shall be construed to waive any
25 obligation to exhaust administrative remedies; to constitute an independent waiver of the
26 United States' sovereign immunity; to change the standard of judicial review of federal
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1 agency actions under the Administrative Procedure Act (“APA”); or to otherwise extend
2 or grant this Court jurisdiction to hear any matter, except as expressly provided in the
3 Stipulated Settlement Agreement.

4 13. It is hereby expressly understood and agreed that this Stipulated Settlement
5 Agreement was jointly drafted by Plaintiff and Federal Defendants. Accordingly, the
6 Parties hereby agree that any and all rules of construction, to the effect that ambiguity is
7 construed against the drafting Party, shall be inapplicable in any dispute concerning the
8 terms, meaning, or interpretation of the Stipulated Settlement Agreement.

9 14. This Stipulated Settlement Agreement contains all of the agreements
10 between Plaintiff and Federal Defendants, and is intended to be and is the final and sole
11 agreement between the Parties concerning the complete and final resolution of Plaintiff’s
12 claims. Plaintiff and Federal Defendants agree that any other prior or contemporaneous
13 representations or understandings not explicitly contained in this Stipulated Settlement
14 Agreement, whether written or oral, are of no further legal or equitable force or effect.
15 Any subsequent modifications to this Stipulated Settlement Agreement must be in
16 writing, and must be signed and executed by Plaintiff and Federal Defendants.

17 15. This Stipulated Settlement Agreement is the result of compromise and
18 settlement, and does not constitute an admission, implied or otherwise, by Plaintiff or
19 Federal Defendants to any fact, claim, or defense on any issue in this litigation. This
20 Stipulated Settlement Agreement has no precedential value and shall not be cited in any
21 other litigation.

22 16. The Parties understand that notwithstanding their efforts to comply with the
23 commitments contained herein, events beyond their control may prevent or delay such
24 compliance. Such events may include natural disasters as well as unavoidable legal
25 barriers or restraints, including those arising from actions of persons or entities that are
26 not party to this Stipulated Settlement Agreement. Force majeure shall not continue
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1 beyond the circumstances and conditions that prevent timely performance, and shall not
2 apply if alternative means of compliance are available. The Party claiming force majeure
3 shall have the burden of proof in proceedings to enforce or modify the Stipulated
4 Settlement Agreement.

5 17. This Stipulated Settlement Agreement contains all of the agreements
6 between the Parties, and is the final and sole agreement between the Parties regarding this
7 dispute. None of the provisions or obligations of this Stipulated Settlement Agreement
8 shall become effective and binding unless and until the Court enters its approval.
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10 Respectfully submitted on August 18, 2021.
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12 TODD KIM
13 Assistant Attorney General
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Attorneys for Plaintiff

Attachment 1

The U.S. Fish and Wildlife Service intends to complete all consultations within one year of when they are reinitiated.

Table 1A: Gila National Forest Grazing Allotments with consultation to be re-initiated 2021.	
Allotment	Status
Luna	Active
West Sand Flat	Active
XSX	Active
Bighorn	Active
Devil's Park	Active
Kelly	Active
Alexander	Active
Corner Mountain	Vacant
Deep Canyon	Active
Frisco Plaza	Active
Govina	Active
Eagle Peak	Active
Negrito/Yeguas	Active
Gila River	Active
Table 1B: Gila National Forest Grazing Allotments that will be reviewed in 2021 to determine need for re-initiation of consultation. If consultation needed, it would be re-initiated in 2022.	
Allotment	Status
Taylor Creek	Active
Alma	Active
Citizen	Active
Dry Creek	Active
Harve Gulch	Active
Robert's Park	Active
Henley	Active
Cienega	Active
Lower Plaza	Active
Table 1C: Vacant Gila NF Grazing Allotments that will have consultation re-initiated prior to authorizing any grazing.	
Allotment	Status
Jordan Mesa	Vacant
Diamond Bar	Vacant
Redstone	Vacant
Closed Gila NF Grazing Allotments where consultation will not be re-initiated.	
Allotment	Status

Brock Canyon	Closed
Glenn	Closed
Table 2A: Apache-Sitgreaves National Forests Grazing Allotments with consultation completed	
Allotment	Status
Cow Flat	Active
Fishhook/Steeple Mesa	Active
Red Hill	Active
Wildbunch	Active
Hickey	Active
Table 2B: Vacant Apache-Sitgreaves National Forests Grazing Allotments where consultation will not be initiated	
Allotment	Status
Sandrock	Vacant
Table 2C: Apache-Sitgreaves National Forests Grazing Allotments with consultation to be initiated in 2022 prior to new AMP decisions currently being initiated under NEPA	
Allotment	Status
East Eagle	Active
Mud Springs	Active
Double Circle	Active
Tule	Active
Dark Canyon	Active
Table 2D: Apache-Sitgreaves National Forests Grazing Allotments that will be reviewed in 2021 to determine need for re-initiation of consultation. If consultation needed, it would be re-initiated in 2022	
Pigeon	Active
Table 2E: Apache-Sitgreaves National Forests Grazing Allotments where consultation has been re-initiated due to species reintroduction 2021	
Raspberry	Active
Table 2F: Apache-Sitgreaves National Forests Grazing Allotments where parts of the allotment that remain active were incorporated into neighboring allotments in 2020 and consultation will not be initiated	
Pleasant Valley	Closed

ATTACHMENT 2

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
Quemado	Luna	<p>Approximately 0.44 miles of the Blue River on the Luna Allotment starting at the confluence of Dry Blue Creek and Campbell Creek and extending downstream to the Arizona stateline is excluded. The excluded area includes one approximately 160-acre fenced exclosure, and the remainder is excluded by natural barriers.</p> <p>Approximately 0.38 miles of the Campbell Blue Creek, starting at the boundary with the Turkey Creek Allotment and extending downstream to the confluence with the Blue River is excluded.</p> <p>Approximately 4.92 miles of the Dry Blue Creek is excluded by a natural barrier, starting at the headwaters and extending downstream to the confluence with the Blue River.</p> <p>Approximately 2.37 miles of the Pace Creek, starting with Turkey Creek Allotment and extending downstream to the confluence with Dry Blue Creek is excluded.</p> <p>Approximately 0.85 miles of the Spring Branch, starting at the headwaters and extending downstream to the confluence with Dry Blue Creek is excluded.</p> <p>Approximately 12.1 acres of the Trap Spring Study Area is excluded by a fenced exclosure.</p>
	West Sand Flat	<p>Approximately 0.27 miles of the Tularosa River (the entirety of the Tularosa River in this Allotment) is excluded by a fenced exclosure, starting at the Govina/West Sand Flat Allotment boundary and extending downstream to the southern allotment boundary with Govina Allotment.</p>
Wilderness	Taylor Creek	<p>Approximately 2.4 miles of Beaver Creek from the Taylor Creek/Courduroy Allotment boundary downstream to a watergap near the confluence of Beaver and Taylor Creeks is excluded by a combination of fenced exclosures and some natural barriers.</p> <p>Approximately 0.50 miles of the East Fork Gila River upstream of the Steeple U Ranch private property is excluded by a fenced exclosure.</p> <p>Approximately 5.25 miles of Taylor Creek from Taylor Creek/Corduroy Allotment boundary downstream to a watergap at private property boundary near Wall lake is excluded by natural barriers.</p> <p>Approximately 1.35 miles of Taylor Creek downstream of Wall Lake is excluded by a combination of fenced exclosures and some natural barriers.</p>
	XSX	<p>Approximately 7.8 miles of the Gila River and 3.7 miles of the East Fork Gila River within the closed South, Holding 1, and Holding 2 Pastures is excluded through a combination of natural</p>

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
		barriers and enclosure fencing. This area includes the entirety of the Gila and East Fork Rivers on the XSX Allotment.
	Jordan Mesa	Approximately 7.5 miles of the East Fork Gila River from Jordan Mesa/Taylor Creek Allotment boundary downstream to Jordan Mesa/Diamond Bar Allotment boundary is excluded through a combination of natural barriers and fenced enclosures.
	Diamond Bar	The Diamond Bar Allotment is closed and is in non-use, so specific riparian areas are not excluded by fencing or natural barriers. The Forest Service will commit to annual inspections of the boundary fences with the XSX and South Fork Allotments.
	Glenn	The area referred to as the Glenn Allotment has not been an allotment since the mid-1950's, and livestock are not authorized in the area. There are no specifically excluded riparian areas within the Glenn Allotment.
Glenwood	Alma	Approximately 2.25 miles of the San Francisco River on the Alma Allotment starting at the boundary with the Devils Park Allotment and extending downstream to the boundary with private land belonging to the Alma Allotment permittee is excluded. There is one water point authorized for the Alma Allotment on the San Francisco River, otherwise the entirety of the San Francisco River on Forest Service land within the Alma Allotment is excluded.
	Bighorn	Approximately 1.3 miles of the San Francisco River is immediately adjacent to the Bighorn Allotment is excluded by a combination of natural barriers and fenced enclosures, starting at the boundary with the Harve Gulch Allotment and extending downstream to the boundary with private land belonging to the Bighorn Allotment permittee. There are no water points authorized for the Bighorn Allotment on the San Francisco River.
	Citizen	Approximately 2.25 miles of the San Francisco River is immediately adjacent to the Citizen Allotment in the Graham and Graham Holding Pastures is excluded from grazing by a combination of natural barriers and fenced enclosures. There are no water points authorized for the Citizen Allotment on the San Francisco River.

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
	Devil's Park	Approximately 3.0 miles of the San Francisco River on the Devils Park Allotment is excluded by a combination of fenced exclosures and natural barriers, starting at the boundary with private land belonging to the Devils Park Allotment permittee and extending downstream to the boundary with the Alma and Kelly Allotments (opposing sides of the river). There are no water points authorized for the Devils Park Allotment on the San Francisco River.
	Dry Creek	Approximately 3 miles of the San Francisco River is immediately adjacent to the Dry Creek Allotment in the Sundial Pasture starting at the Dry Creek/Pleasanton Allotment boundary and extending downstream to the boundary with Potholes and Pleasanton Allotments. This portion of the San Francisco River is excluded from grazing by a combination of natural barriers and fenced exclosures. There is an additional 0.35 miles of the San Francisco River on private property within this reach which the Forest Service is not responsible for monitoring. There are no water points authorized for the Dry Creek Allotment on the San Francisco River.
	Harve Gulch	Approximately 5.3 miles of the San Francisco River is immediately adjacent to the Harve Gulch Allotment in the Carcass Basin and West Harve Gulch Pastures starting at the boundary with Citizen and Roberts Park Allotments and extending downstream to the Harve Gulch/Pleasanton Allotment boundary in T11S R20W Sec. 34. This reach of the San Francisco River is excluded from livestock grazing by a combination of natural barriers and fenced exclosures. Approximately 2.5 miles of Whitewater Creek adjacent to the Harve Gulch Allotment in the Whitewater and Golddust Pastures, starting at the Catwalk National Recreation Area and extending upstream to the boundary of the Harve Gulch Allotment, is excluded from livestock grazing by a combination of natural barriers and fenced exclosures. There are no water points authorized for the Harve Gulch Allotment on the San Francisco River or Whitewater Creek.

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
	Kelly	<p>Approximately 7.3 miles of the San Francisco River (in two distinct sections) on the Kelly Allotment is excluded from grazing by a combination of natural barriers and fenced exclosures: (1) starting at the boundary with the Frisco Plaza Allotment and extending downstream to the boundary with private land belonging to a Kelly Allotment permittee (6.47 miles); (2) starting at the boundary with Devils Park Allotment and extending downstream 0.87 miles to the Kelly/Alma Allotment boundary.</p> <p>There are approximately 1.80 miles of the San Francisco River that are not within the Allotment boundary but are adjacent to the Allotment; this area is also excluded from grazing by a combination of natural barriers and fenced exclosures. Approximately 2 miles of private land fall within the excluded areas and will not be monitored by the Forest Service. There are 4 water points authorized for the Kelly Allotment on the San Francisco River, 3 in the upper section and 1 in the lower section.</p> <p>Approximately 3.7 miles of Saliz Creek on the Kelly Allotment starting at the boundary with private land (Martinez sub-division) and extending downstream to the confluence of Saliz Creek with the San Francisco River is excluded from grazing by a combination of natural barriers and fenced exclosures. There are 2 water points authorized for the Kelly Allotment on Saliz Creek.</p>
	Robert's Park	<p>Approximately 0.95 miles of the San Francisco River is adjacent to the River Pasture and 1.4 miles is adjacent to the Frisco Pasture on the Roberts Park Allotment. These segments of the San Francisco River are excluded from livestock grazing by a combination of natural barriers and fenced exclosures. There are no water points authorized for the Roberts Park Allotment on the San Francisco River.</p>
Silver City	Brock Canyon	<p>Approximately 14.9 miles of the Gila River from the Brock Canyon/Redstone Allotment boundary to the downstream Brock Canyon Allotment boundary is closed to livestock grazing and thus excluded. This is the entirety of the Gila River on the Brock Canyon Allotment.</p>
	Gila River	<p>Approximately 10.7 miles of the Gila River from the Forest boundary at the Gila River Bird Area downstream to the Forest boundary is excluded from grazing by a combination of natural barriers and fenced exclosures. Trailing across the river is allowed during pasture moves that occur twice a year for two to three days from the east side of the Allotment to the west and vice versa, as reflected in the current ESA consultation for grazing on this Allotment. This excluded area is the entirety of the Gila River on the Gila River Allotment.</p>

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
	Redstone	Approximately 13 miles of the Gila River from the Redstone/XSX Allotment boundary downstream to the Redstone/Brock Canyon Allotment boundary is excluded from grazing by non-use of the entire Allotment.
Reserve	Alexander	Approximately 2.2 miles of the Tularosa River in the fenced Tularosa Riparian Exclosure #2 is excluded, and there is another approximately 0.8 miles of the River on private property within the exclosure. The fenced Tularosa Riparian Exclosure (Tularosa Wetlands) is not connected to the Alexander Allotment, but is also an excluded riparian area.
	Cienega	Approximately 6 miles of the San Francisco River within the fenced San Fran Exclosure is excluded. There are two designated water points within the excluded area. There is approximately 1.9 miles of river on private land within the excluded area. The excluded area begins at the Cienega/Laney Allotment boundary near the San Francisco Box and extends downstream to private property near the USGS Reserve Gaging Station. This is the entirety of the San Francisco River on the Cienega Allotment.
	Corner Mountain	There are no excluded riparian areas on the Corner Mountain Allotment.
	Deep Canyon	Approximately 3.65 miles of the Tularosa River in the fenced Tularosa Exclosure #1 and Tularosa Exclosure #2 are excluded. The excluded area begins at the Deep Canyon/Alexander Allotment boundary and extends downstream to the Deep Canyon/Eagle Peak Allotment boundary.
	Eagle Peak	Two areas less than .25 miles each are excluded on the Tularosa River by a fenced exclosure, and there are two designated water points within these reaches. Approximately 6.5 miles of Negrito Creek in the Negrito Creek Exclosure are partially excluded by natural barrier. There is approximately 0.18 miles of private land in the Negrito Creek Exclosure which will not be monitored as part of this agreement.

Table 1A: Description of the excluded and/or closed riparian areas in the Gila National Forest grazing allotments		
District	Allotment	Excluded/Closed Area
	Frisco Plaza	<p>Approximately 7.4 miles of the San Francisco River are excluded on the Allotment in the San Francisco River Exclosure by a combination of fenced exclosures and natural barriers. The excluded area begins at the Frisco Plaza/Lower Plaza allotment boundary near the bridge over the San Francisco River on road 141 and extends downstream to the Frisco Plaza/Kelly Allotment boundary. There is approximately 0.55 miles of private land within the San Francisco River Exclosure on the Allotment which will not be monitored as part of this agreement. There are five designated water points within the San Francisco River Exclosure.</p> <p>Approximately 1 mile of the Tularosa River is excluded in the fenced Bustamente Trap beginning at the Frisco Plaza/Eagle Peak Allotment boundary and extending downstream to the Frisco Plaza/Lower Plaza Allotment boundary. This is the entirety of the Tularosa River on the Frisco Plaza Allotment. There are approximately 0.8 miles of private property within the area excluded along the Tularosa River which will not be monitored as part of this agreement. Approximately 0.2 miles of Negrito Creek are excluded in the Frisco Plaza Pasture by a combination of natural barriers and fenced exclosures.</p>
	Govina	Approximately 0.65 miles of the Tularosa River is excluded from grazing by the fenced Home, Tularosa, and Govina Exclosures. This is the entirety of the Tularosa River on the Govina Allotment. There are two designated water points one in the Govina and one in the Home Exclosure.
	Henley	There are no excluded riparian areas on the Henley Allotment (no critical habitat within the Allotment).
	Lower Plaza	Approximately 0.37 miles of the Tularosa River is excluded from grazing by a combination of fenced exclosures and natural barriers (this includes entire reach flowing through the Allotment).
	Negrito/Yeguas	Approximately 3.5 miles of South Fork Negrito Creek is excluded from grazing by a combination of natural barriers and fenced exclosures, beginning at the Negrito-Yegual/Corner Mountain Allotment boundary and extending downstream to private property in T8S R17W section 20. Approximately 0.25 miles of North Fork Negrito is fenced to exclude livestock. The North Fork excluded area is located in T8S R17W Section 17 near the private property. The remaining portions of Negrito Creek in the Negrito/Yeguas Allotment are not excluded from grazing.

Table 2A: Description of the excluded and/or closed riparian areas in the Apache-Sitgreaves National Forests grazing allotments		
District	Allotment	Excluded/Closed Area
Alpine	Cow Flat	Approximately 1.78 miles of the Blue River is excluded from grazing by mostly fenced exclosures (with a few exceptions of natural barriers) 0.08 miles below Cow Canyon confluence extending downstream to 0.33 miles below Largo Creek confluence. There are approximately 3.5 miles on private property within the area excluded along the Blue River which are not under the control of the Forest Service and will not be monitored as part of this agreement.
	Fishhook/Steeple Mesa	Approximately 7.49 miles of the Blue River is excluded from grazing by mostly fenced exclosures (with a few exceptions of natural barriers) from 0.33 miles below Largo Creek confluence extending downstream to 0.33 miles above Bear Canyon confluence. There are approximately 1.26 miles on private property within the area excluded along the Blue River not under the control of the Forest Service that will not be monitored as part of this agreement.
	Red Hill	Approximately 1.57 miles of the Blue River is excluded from grazing by mostly fenced exclosures (with a few exceptions of natural barriers) from the northern Allotment boundary extending downstream to 0.11 below Dam Canyon.
	Raspberry	Approximately 6.53 miles of the Blue River is excluded from grazing by mostly fenced exclosures (with a few exceptions of natural barriers) from 0.33 miles above Bear Canyon confluence extending downstream to 0.18 miles above confluence of Oak Creek.
Clifton	Sandrock	Vacant since 1985. Approximately 15.75 miles of the Blue River is not grazed; 0.18 miles above confluence of Oak Creek extending downstream to the confluence of Mud Springs Canyon. This entire Allotment is excluded through non-use, so specific riparian areas are not excluded by fencing or natural barriers.
	Pigeon	Blue Trap includes appx 1/3 mile of the Blue River, and as per annual operating instruction livestock use has not been authorized in this fenced trap. Approximately 0.61 miles of the Blue River is excluded from grazing from Pat Creek extending downstream to the confluence of the San Francisco River. The rest of the adjacent Blue River is outside of the Allotment boundary and will not be monitored as part of this agreement.

Table 2A: Description of the excluded and/or closed riparian areas in the Apache-Sitgreaves National Forests grazing allotments		
District	Allotment	Excluded/Closed Area
	Wildbunch	Blue River Pasture includes approximately 6.2 miles of the Blue River starting at the confluence of Mud Springs Canyon extending downstream to the confluence of San Francisco River. This pasture is excluded from grazing, however cattle are authorized to trail across the Blue River at Juan Miller crossing (FR475) for shipping purposes as reflected in the governing ESA consultation.
	Pleasant Valley	The portion of the former Pleasant Valley Allotment that includes the San Francisco River is closed therefore not part of any allotment. This entire Allotment is in non-use, so specific riparian areas are not excluded by fencing or natural barriers.
	Hickey	Per the 1/27/2020 DN the Hickey Allotment boundary was redrawn to remove two pastures along and adjacent to the San Francisco River. Therefore this portion of the San Francisco River is not within any allotment boundary.
	Blackjack	The Blackjack Allotment is adjacent to the former Pleasant Valley Allotment that is closed per the 1/27/2020 DN. Pastures in the Blackjack Allotment within one mile of the San Francisco river will not be authorized for grazing until enclosure fencing is constructed to exclude all portions of the San Francisco River within the Blackjack Allotment and a 1-mile buffer. Until then, these riparian areas are excluded through non-use.
	East Eagle	Eagle Creek is excluded from grazing except trailing two times per year between May and October, as described in the governing 2002 Biological Opinion. Approximately 2.32 miles of Eagle Creek is excluded from grazing, from the Allotment boundary below Robinson Canyon extending downstream to the East Eagle/private land boundary.

Table 2A: Description of the excluded and/or closed riparian areas in the Apache-Sitgreaves National Forests grazing allotments		
District	Allotment	Excluded/Closed Area
	Mud Springs	Eagle Creek is excluded from grazing except trailing as two times per year as described in the governing 2002 Biological Opinion. Approximately 2.23 miles of Eagle Creek is excluded from grazing from 0.06 miles above Robinson Canyon extending downstream to Mud Springs/Private land boundary. There are approximately 5.89 miles of private property within the area excluded along Eagle Creek that the Forest Service will not monitor as part of this agreement.
	Double Circle	Approximately 3.36 miles of Eagle Creek is excluded from grazing from 1.34 miles above Bear Canyon extending downstream to 0.55 miles above Sheep Wash.
	Tule	Approximately 1.32 miles of Eagle Creek is excluded from grazing from 0.41 miles upstream of Cistern Canyon extending downstream to 0.43 miles above Whitewater Creek.
	Dark Canyon	The stretch of Eagle Creek in Eagle Pasture of Dark Canyon Allotment is excluded from grazing, except for trailing during a two week period in May and again in October each year, as described in the governing 2002 Biological Opinion. Approximately 5.32 miles of Eagle Creek is excluded from 0.43 miles upstream of Whitewater Creek extending downstream to 0.96 miles below Milkshake Spring.