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

15 **Center for Biological Diversity;**) Case No. 3:20-cv-8243-PCT-DGC
16 **Maricopa Audubon Society,**)
17 Plaintiff,) **STIPULATED SETTLEMENT**
18 v.) **AGREEMENT**
19)
20 **United States Forest Service;**)
21 **United States Fish and Wildlife Service,**)
22 Federal Defendants.)
23 _____)

24 This Stipulated Settlement Agreement is entered into by and between Plaintiffs
25 Center for Biological Diversity and Maricopa Audubon Society (hereafter “Plaintiffs”),
26 and Federal Defendants United States Fish and Wildlife Service and United States Forest
27 Service (hereafter “Federal Defendants”) (collectively, “the Parties”), who state as
28 follows:

1 WHEREAS Plaintiffs filed their “Complaint for Declaratory and Injunctive
2 Relief,” ECF No. 1, on September 17, 2020;

3 WHEREAS Plaintiffs’ Complaint alleges that Federal Defendants have violated
4 various provisions of the Endangered Species Act (“ESA”) in relation to the United
5 States Forest Service’s administration of livestock grazing on grazing Allotments within
6 the Verde River watershed on the Prescott, Coconino, and Tonto National Forests;

7 WHEREAS Federal Defendants intend to reinstate ESA consultations on
8 Allotments named in Plaintiffs’ Complaint consistent with the schedule presented in
9 Attachment 1 hereto;

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

14 WHEREAS the Forest Service will work to include updated descriptive
15 information and/or maps of areas to be excluded from livestock grazing in the relevant
16 Allotment Management Plans for the Allotments named in Plaintiffs’ Complaint when
17 those Allotment Management Plans are revised in the future;

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

23 WHEREAS the Forest Service conducted an initial inspection of the excluded
24 areas identified in Attachment 2 in May 2021;

25 WHEREAS the Forest Service is undertaking efforts to remove unauthorized
26 livestock, which has already resulted in the removal of 130 head, and the Forest Service
27 intends to continue these efforts in earnest through the Winter months of 2021-2022,
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1 conditions permitting;

2 WHEREAS the Forest Service will continue to coordinate with associated
3 permittees to address branded animals that are discovered along the Verde River;

4 WHEREAS Plaintiffs and Federal Defendants have reached an agreement to
5 resolve this case, with the Parties agreeing to undertake and perform the measures set
6 forth in this Stipulated Settlement Agreement;

7 THEREFORE, pursuant to Federal Rule of Civil Procedure 41, Plaintiffs and
8 Federal Defendants stipulate and agree as follows:

9 1. The Forest Service will monitor riparian areas excluded from permitted
10 livestock grazing on National Forest System lands within or adjoining the active grazing
11 allotments listed in Attachment 2 for the presence of livestock. The excluded areas to be
12 monitored are described in Attachment 2, which the Parties agree to make consistent with
13 the scope of any exclusions flowing from any new ESA consultations on the named
14 Allotments completed during the term of this Settlement Agreement.

- 15 a. The Forest Service will conduct a minimum of two inspections for the
16 presence of livestock in excluded areas described in Attachment 2
17 annually in accordance with this Settlement (where each “year” begins
18 and ends on the operative date of this Agreement and anniversaries of
19 that operative date), except for closed or vacant Allotments, for which a
20 minimum of one inspection will be conducted annually.
- 21 b. Timing and frequency of inspections may vary depending upon
22 individual allotment management, such as permitted season of use and
23 time periods when livestock are authorized in pastures adjacent to
24 excluded riparian areas.
- 25 c. If animals are identified within excluded areas, the Forest Service will
26 work with the associated permittee to determine how the animals gained
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access to the area, and determine appropriate corrective actions including, but not limited to, fence repairs.

2. If the Forest Service detects 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 branded livestock traceable to an owner are detected in excluded riparian areas, the Forest Service will make reasonable efforts, within 48 hours, 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 the 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 safely move any cattle discovered during inspections out of excluded riparian areas, with the exception of moving livestock that may pose safety risks to Forest Service personnel performing the inspection. If the Forest Service personnel performing the inspection cannot safely move unidentified livestock out of an excluded riparian area, the Forest Service will refer removal to any individual or entity conducting livestock removals for the Forest Service in the area.

3. If the Forest Service receives a report from Plaintiffs or other parties that livestock are present in an excluded riparian area identified in Attachment 2, the Forest Service will make reasonable efforts to notify the permittee of the presence of livestock within two business days and, and, if present, will implement the appropriate removal process described above in Paragraph 2.

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- a. Any reports and documentation of excess or unauthorized livestock in closed or excluded riparian areas that Plaintiffs submit to the Forest Service will include the name of the supervising employee, the date and time of the discovery, the location of the livestock (preferably GPS in NAD 83), the number, color or markings, brands, or ear tags of livestock observed, and date-stamped photos of the livestock with identifiable features of the animal and location if available.
- b. If Plaintiffs conduct independent assessments, inspections, or monitoring of range conditions in excluded or closed riparian areas identified in Attachment 2, Plaintiffs will provide the Forest Service with any data or resulting reports within three months following the observations. Plaintiffs will notify the Forest Service within 24 hours or as soon as practicable if they identify any livestock in excluded or closed riparian areas identified in Attachment 2.

4. If the Forest Service detects damage to fencing during monitoring described in Paragraph 1, the Forest Service, will either repair the fence or instruct the associated grazing permittee to repair the fence.

- a. Minor repairs (e.g., busted wire, closing gate) will be accomplished as soon as practicable if actively grazing or as soon as possible, prior to any grazing in the pasture. Repairs requiring additional work (e.g., new wire and post to patch hole, removal of fallen trees) will be completed within 14 days, to the extent reasonable and feasible, subject to available materials and funding.
- b. The Forest Service will work with permittees to continue to identify areas where livestock may be incidentally accessing closed or excluded riparian areas through gaps in natural barriers and remedy those

1 situations, subject to available staffing and funding, and in compliance
2 with Federal law.

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

8 5. The Forest Service will prepare quarterly reports listing inspections
9 conducted under Paragraph 1 above, and subsequent actions taken, if any, under
10 Paragraphs 2-4. The Forest Service will provide these reports to Plaintiffs and will
11 ensure that each report is signed by a Forest Service employee who prepared the report.

12 6. The commitments made by the Forest Service in Paragraphs 1-5 will
13 commence on the date that this Agreement is approved by the Court and extend for a
14 period of three years from that date. Except as stated otherwise herein, the Forest Service
15 retains discretion in how it carries out its obligations under the Agreement.

16 7. Attorneys' Fees and Costs.

- 17 a. Federal Defendants agree to pay Plaintiffs \$12,000.00 in full and
18 complete satisfaction of any and all claims, demands, rights, and causes
19 of action pursuant to the Equal Access to Justice Act ("EAJA"), 28
20 U.S.C. § 2412(d), ESA Section 11(g)(4), 16 U.S.C. § 1540(g)(4), and/or
21 any other statute and/or common law theory, for any and all attorneys'
22 fees and costs incurred in this litigation through the date of dismissal of
23 the action pursuant to Paragraph 8.

- 24 b. Federal Defendants' payment as identified in Paragraph 7.a above, shall
25 be accomplished by electronic fund transfer into a bank account for the
26 Center for Biological Diversity. Plaintiffs' counsel will provide the
27 appropriate account number, tax identification, and other information
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1 needed to facilitate payment to undersigned counsel for Federal
2 Defendants. Federal Defendants shall submit the paperwork for the
3 payment within thirty (30) business days after this Stipulated Settlement
4 Agreement is approved by the Court or Plaintiffs provide the necessary
5 information as required by this paragraph to facilitate the payment,
6 whichever is later. Plaintiffs' counsel shall notify undersigned counsel
7 for Federal Defendants when payment is received.

8 c. Plaintiffs agree that receipt of the full amount specified in Paragraph 7.a
9 above shall operate as a release of any and all claims for attorneys' fees
10 and costs that Plaintiffs have incurred in this litigation through the date
11 of dismissal of the action pursuant to Paragraph 8.

12 d. Plaintiffs and their attorneys agree to hold harmless Federal Defendants
13 in any litigation, further suit, or claim arising from the payment of the
14 agreed-upon \$12,000.00 settlement amount pursuant to Paragraph 7.a.
15 Under 31 U.S.C. §§ 3711, 3716; 26 U.S.C. § 6402(d); 31 C.F.R. §§
16 285.5, 901.3; and other authorities, the United States will offset against
17 the attorney fee award Plaintiffs' delinquent debts to the United States,
18 if any. *See Astrue v. Ratliff*, 560 U.S. 586 (2010).

19 8. Plaintiffs dismiss this action with prejudice, pursuant to Rule 41 of the
20 Federal Rules of Civil Procedure.

21 9. In the event there is a dispute over compliance with any term or provision
22 of this Stipulated Settlement Agreement, the disputing Party will notify the other Party in
23 writing of the nature of the dispute and, within 7 days after such notification, the Parties
24 will initiate discussions and attempt to resolve the dispute. If the Parties do not resolve
25 the dispute within 30 days thereafter, Plaintiffs' only option is to file a new case.

26 Through this Agreement, Federal Defendants do not waive any jurisdictional, procedural,
27 or substantive defenses to any new cases. The Parties agree not to seek to invoke the
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1 contempt powers of this Court in aid of enforcement of this Agreement. Plaintiffs do not
2 waive any right to bring other litigation regarding the Allotments encompassed by this
3 Agreement, including substantive challenges to any final agency actions resulting from
4 the reinitiated consultations.

5 10. The undersigned representatives of Plaintiffs and Federal Defendants
6 certify that they are fully authorized by the Party or Parties whom they represent to enter
7 into the terms and conditions of this Stipulated Settlement Agreement and to legally bind
8 those Parties to it.

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

21 12. It is hereby expressly understood and agreed that this Stipulated Settlement
22 Agreement was jointly drafted by Plaintiffs and Federal Defendants. Accordingly, the
23 Parties hereby agree that any and all rules of construction, to the effect that ambiguity is
24 construed against the drafting Party, shall be inapplicable in any dispute concerning the
25 terms, meaning, or interpretation of the Stipulated Settlement Agreement.

26 13. This Stipulated Settlement Agreement contains all of the agreements
27 between Plaintiffs and Federal Defendants and is intended to be and is the final and sole
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1 agreement between the Parties concerning the complete and final resolution of Plaintiffs'
2 claims. Plaintiffs and Federal Defendants agree that any other prior or contemporaneous
3 representations or understandings not explicitly contained in this Stipulated Settlement
4 Agreement, whether written or oral, are of no further legal or equitable force or effect.
5 Any subsequent modifications to this Stipulated Settlement Agreement must be in
6 writing, and must be signed and executed by Plaintiffs and Federal Defendants.

7 14. This Stipulated Settlement Agreement is the result of compromise and
8 settlement, and does not constitute an admission, implied or otherwise, by Plaintiffs or
9 Federal Defendants to any fact, claim, or defense on any issue in this litigation. This
10 Stipulated Settlement Agreement has no precedential value and shall not be cited in any
11 other litigation.

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

21 16. This Stipulated Settlement Agreement contains all of the agreements
22 between the Parties, and is the final and sole agreement between the Parties regarding this
23 dispute. None of the provisions or obligations of this Stipulated Settlement Agreement
24 shall become effective and binding unless and until the Court enters its approval.
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27 Respectfully submitted on October 5, 2021.
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Attorneys for Plaintiffs

Attachment 1

Consultation Schedule for Allotments – Verde Watershed

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

Forest	District	Allotment	Date Consultation Request
Coconino	Red Rock	Apache Maid	Consultation completed May 2016. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.
Coconino	Red Rock	Beaver Creek	
Coconino	Red Rock	Walker Basin	
Coconino	Red Rock	13-Mile Rock	
Coconino	Red Rock	Fossil Creek	
Coconino	Red Rock	Hackberry/Pivot Rock	
Coconino	Red Rock	Windmill West	Consultation completed August 2014. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.
Prescott	Chino Valley	Antelope Hills	Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.
Prescott	Chino Valley	China Dam	
Prescott	Chino Valley	Horseshoe	
Prescott	Chino Valley	Muldoon	
Prescott	Chino Valley	Perkinsville	
Prescott	Chino Valley	Sand Flat	Reinitiated consultation on June 11, 2021.
Prescott	Chino Valley	Sand Flat	Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.
Prescott	Chino Valley	West Bear/Del Rio	Expect to reinitiate consultation by December 2021.
Prescott	Verde	Brown Springs	Expect to reinitiate consultation by September 2021.
Tonto	Cave Creek	Bartlett	Expect to reinitiate consultation by December 2022.
Tonto	Cave Creek	Red Creek	
Tonto	Cave Creek	Sears Club/Chalk Mountain	
Tonto	Cave Creek	Skeleton Ridge	
Tonto	Payson	Cedar Bench	
Tonto	Payson	Deadman Mesa	
Tonto	Payson	Bull Springs	
Tonto	Payson	Bull Springs	Expect to reinitiate consultation by December 2021.

Attachment 2

Description of Excluded and/or Closed Riparian Areas in Allotments in the Verde River Watershed

Forest	District	Allotment	Excluded/Closed Area
Coconino	Red Rock	<i>Apache Maid</i>	Approximately 0.9 miles of Red Tank Draw is excluded through natural barriers, pasture deferrals, and other techniques, starting in the southeast corner of Section 9, Township 15 North, Range 6 East and ending at the allotment boundary fence with Beaver Creek Allotment. Livestock are authorized to trail through a small area of the draw to move them to another pasture for a few days each year.
Coconino	Red Rock	<i>Beaver Creek</i>	<p>Approximately 2.13 miles of Red Tank Draw is excluded through natural barriers, pasture deferrals, and other techniques from the northern allotment boundary, Section 16, Township 15 North, Range 6 East downstream (South) to the Forest and allotment boundary in Section 29, Township 15 North, Range 6 East. Livestock have authorized access to a section of the tributary for approximately 10 days in the Miss Cindy Pasture and to the southernmost end of the tributary for approximately 10 days in the Valley North Pasture.</p> <p>Approximately 0.5 miles of Wet Beaver Creek within the allotment boundary is excluded through natural barriers, pasture deferrals, and other techniques in Section 28, Township 15 North, Range 6 East, starting approximately one-quarter mile downstream of Forest Road #618 and continuing south-southwest downstream to the Forest and allotment boundary. Livestock have authorized access to a small portion of the creek in the Miss Cindy pasture for approximately 10 days each year.</p>
Coconino	Red Rock	<i>Walker Basin</i>	Approximately 8.1 miles of Walker Creek is excluded by through natural barriers, pasture deferrals, and other techniques. This includes 7.2 miles from the headwaters in Section 19, Township 14 North, Range 7 East downstream (north and east) to the western side of private property in Section 34, Township 15 North, Range 6 East then continuing for approximately 0.9 miles East of the private property beginning at the allotment boundary and Forest Road #618 in Section 33, Township 15 North, Range 6 East to the allotment boundary about 0.25 miles upstream from the confluence with Wet Beaver Creek in Section 32, Township 15 North, Range 6 East. Livestock have authorized access to a small portion of the creek for approximately 10 days each year.
Coconino	Red Rock	<i>Windmill West</i>	Approximately 6.3 miles of the Verde River is excluded by through natural barriers, pasture deferrals, and other techniques, starting at the confluence with Sycamore Creek in Section 7, Township 17 North, Range 3 East and stretching in a southerly direction along the outside border of the allotment to where it enters private lands in Section 33, Township 17 North, Range 3 East. Livestock have authorized access to a small portion of the river for approximately 10 days each year.
Coconino	Red Rock	<i>13-Mile Rock</i>	Approximately 2.5 miles of the Verde River bordering and along the outside of the allotment boundary is excluded through natural barriers, pasture deferrals, and other techniques, starting at the boundary with private land in Section 26, Township 13 North, Range 5 East and flowing in a southerly direction to the confluence with Cottonwood Creek in Section 26, Township 13 North, Range 5 East.

Coconino	Red Rock	<i>Fossil Creek</i>	<p>Approximately 3.4 miles of the Verde River stretching along and outside of the allotment boundary is excluded through natural barriers, pasture deferrals, and other techniques, starting in Section 33, Township 12 North, Range 6 East and extending in a northwest to southeast direction to the end of the allotment just past the Childs Powerplant site in Section 11, Township 11 North, Range 6 East.</p> <p>Approximately 10.9 miles of Fossil Creek along the outside border of the allotment beginning at the confluence with Calf Pen Canyon (T12N R8E Sec7) and ending at approximately 0.5 miles West-Southwest from Stehr Lake (T11.5N R7E Sec20). Livestock are excluded through natural barriers, pasture deferrals, and other techniques, unless they have been authorized for emergency use at a small portion of Fossil Creek in Boulder Pasture or for trailing across Fossil Creek for approximately three days each year in the Stehr Lake Pasture.</p>
Coconino	Red Rock	<i>Hackberry/Pivot Rock</i>	Approximately 11.7 miles of the Verde River along the outside of the allotment is excluded through natural barriers, pasture deferrals, and other techniques, starting at the confluence with Cottonwood Creek, downstream from the Childs Power Plant site (T13N R5E Sec36) to an unnamed drainage (T12N R6E Sec33). In emergency situations, livestock can be authorized to access a small portion of the Verde River in Lower Towel Pasture.
Prescott	Chino Valley	<i>Antelope Hills</i>	Approximately 14.6 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques from the north point of the river bend in the center of Section 4, Township 17 North, Range 2 East to the south boundary of Section 29, Township 17 North, Range 3 East.
Prescott	Chino Valley	<i>Perkinsville</i>	Approximately 1.6 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from Wild Cat Draw in Section 35, Township 18 North, Range 1 East to the east boundary of Section 31, Township 18 North, Range 2 East. Livestock are authorized to trail at designated river crossings between the north and south side pastures of the allotment near the Perkinsville bridge in the fall and late spring/early summer.
Prescott	Chino Valley	<i>Sand Flat</i>	Approximately 1.7 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from the river bend in the east portion of Section 27, Township 18 North, Range 1 East to the north portion of Section 35, Township 18 North, Range 1 East within the allotment boundary.
Prescott	Chino Valley	<i>China Dam</i>	Approximately 3 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from the west central portion of Section 28 Township 18 North, Range 1 East and just past the crossing of Forest Roads 9027 and 9110R to the east central portion of Section 27, Township 18 North, Range 1 East and Government Canyon to Wildcat Draw in the east portion of Section 35, Township 18 North, Range 1 East.
Prescott	Chino Valley	<i>Horseshoe</i>	Approximately 3.4 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from the west boundary of Section 32 Township 18 North Range 2 East to the north point of the river bend in the central portions of Section 4, Township 17 North Range 2 East.
Prescott	Chino Valley	<i>Muldoon</i>	Approximately 3.6 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from the forest boundary in Section 5, Township 17 North, Range 1 West to the southwest 1/4 of Section 34, Township 18 North, Range 1 West.

Prescott	Chino Valley	<i>West Bear/Del Rio</i>	Approximately 9.7 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, from the southwest 1/4 of Section 34, Township 18 North, Range 1 West to the west central portion of Section 28, Township 18 North, Range 1 East. Livestock are authorized to trail at designated river crossings between the north and south side pastures of the allotment at Verde Ranch during the winter season (November through mid-February).
Prescott	Verde	<i>Brown Springs</i>	Approximately 12 miles of the Verde River is excluded through natural barriers, pasture deferrals, and other techniques, starting at the southern boundary with the Squaw Peak Allotment south of Beasley Flat Recreational Area at the southeast 1/4 of Section 34, Township 13 North, Range 5 East to approximately ½ mile east of the confluence of Coldwater Creek and Verde River at the northwest 1/4 and southwest 1/4 of Section 32, Township 12 North, Range 6 East just north of the Tonto NF boundary. Livestock have authorized access to two small portions of the Verde River within the allotment.
Tonto	Cave Creek	<i>Bartlett (Vacant)</i>	Approximately 4.5 miles of the Verde River are excluded through natural barriers, pasture deferrals, and other techniques, beginning at the Ft. McDowell Yavapai Community/Tonto NF boundary upstream to Needle Rock Recreation site. This allotment has been vacant since 1990, although temporary emergency use due to effects of the Bush Fire is currently authorized to a permittee from the Sunflower Allotment on the Mesa District to temporarily graze within some pastures on this allotment, but not the pasture near the river.
Tonto	Cave Creek	<i>Red Creek</i>	Approximately 5 river miles of the designated Wild portion of the Verde River are excluded through natural barriers, pasture deferrals, and other techniques, beginning where the Verde River enters the allotment approximately 3 miles north of the Red Creek/Verde River confluence until the Verde River exits the Mazatzal Wilderness near the Red Creek/Verde River confluence.
Tonto	Cave Creek	<i>Skeleton Ridge</i>	The approximately 18 river-mile segment of the Verde River along the boundary and within the allotment is excluded through natural barriers, pasture deferrals, and other techniques, beginning at the Tonto NF/Prescott NF boundary approximately 2 miles upriver of Verde Hot Springs until the Verde River exits the allotment and enters Cedar Bench Allotment for approximately 3 miles near the confluence of the East Verde River, and continuing where the Verde River re-enters the allotment until it exits the allotment approximately 3 miles north of the Red Creek/Verde River confluence.
Tonto	Payson	<i>Bull Springs (Vacant)</i>	Approximately 7.9 river miles of the East Verde River is excluded through natural barriers, pasture deferrals, and other techniques, starting near the Doll Baby Trailhead heading northwest to the allotment boundary with the Cedar Bench Allotment.
Tonto	Payson	<i>Cedar Bench</i>	Approximately 3 river-miles of Verde River within the southwest corner of the Cedar Bench Allotment is excluded through natural barriers, pasture deferrals, and other techniques, beginning where the Verde River enters the allotment and curves to the southwest corner to exit the allotment.
Tonto	Payson	<i>Deadman Mesa (Vacant)</i>	Fossil Creek forms the boundary between the allotment on the Tonto NF and the Fossil Creek Allotment on the Coconino NF. The allotment has been a vacant allotment for 20 years, and cattle are excluded through natural barriers, pasture deferrals, and other techniques. The stretch of Fossil Creek along the allotment would be monitored from the Fossil Creek Allotment side on the Coconino NF, as specified above.