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

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

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

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

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

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

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

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

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

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

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

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

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

   a. The Forest Service will conduct a minimum of two inspections for the
      presence of livestock in excluded areas described in Attachment 2
      annually in accordance with this Settlement (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.

   b. Timing and frequency of inspections 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.

   c. If animals are identified within excluded areas, the Forest Service will
      work with the associated permittee to determine how the animals gained
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.
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
situations, subject to available staffing and funding, and in compliance with Federal law.

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

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

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

7. Attorneys’ Fees and Costs.

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

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

c. Plaintiffs agree that receipt of the full amount specified in Paragraph 7.a
above shall operate as a release of any and all claims for attorneys’ fees
and costs that Plaintiffs have incurred in this litigation through the date
of dismissal of the action pursuant to Paragraph 8.
d. Plaintiffs and their attorneys agree to hold harmless Federal Defendants
in any litigation, further suit, or claim arising from the payment of the
agreed-upon $12,000.00 settlement amount pursuant to Paragraph 7.a.
Under 31 U.S.C. §§ 3711, 3716; 26 U.S.C. § 6402(d); 31 C.F.R. §§ 285.5, 901.3; and other authorities, the United States will offset against
the attorney fee award Plaintiffs’ delinquent debts to the United States,

8. Plaintiffs dismiss this action with prejudice, pursuant to Rule 41 of the

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

Through this Agreement, Federal Defendants do not waive any jurisdictional, procedural,
or substantive defenses to any new cases. The Parties agree not to seek to invoke the

Stipulated Settlement Agreement
contempt powers of this Court in aid of enforcement of this Agreement. Plaintiffs do not waive any right to bring other litigation regarding the Allotments encompassed by this Agreement, including substantive challenges to any final agency actions resulting from the reinitiated consultations.

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

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

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

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

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

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

16. This Stipulated Settlement Agreement contains all of the agreements
between the Parties, and is the final and sole agreement between the Parties regarding this
dispute. None of the provisions or obligations of this Stipulated Settlement Agreement
shall become effective and binding unless and until the Court enters its approval.

Respectfully submitted on October 5, 2021.
TODD KIM
Assistant Attorney General
United States Department of Justice
Environment & Natural Resources Division

/s/ Andrew A. Smith

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Email: mfink@biologicaldiversity.org

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.

<table>
<thead>
<tr>
<th>Forest</th>
<th>District</th>
<th>Allotment</th>
<th>Date Consultation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Apache Maid</td>
<td>Consultation completed May 2016. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Beaver Creek</td>
<td>Consultation completed August 2014. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Walker Basin</td>
<td>Consultation completed August 2014. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>13-Mile Rock</td>
<td>Consultation completed August 2014. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Fossil Creek</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Hackberry/Pivot Rock</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Windmill West</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Antelope Hills</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>China Dam</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Horseshoe</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Muldoon</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Perkinsville</td>
<td>Reinitiated consultation on June 11, 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Sand Flat</td>
<td>Consultation completed March 2017. Forest will review for changed conditions and new information to determine whether reinitiation of consultation is needed by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>West Bear/Del Rio</td>
<td>Expect to reinitiate consultation by December 2021.</td>
</tr>
<tr>
<td>Prescott</td>
<td>Verde</td>
<td>Brown Springs</td>
<td>Expect to reinitiate consultation by September 2021.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>Bartlett</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>Red Creek</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>Sears Club/Chalk Mountain</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>Skeleton Ridge</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Payson</td>
<td>Cedar Bench</td>
<td>Expect to reinitiate consultation by December 2022.</td>
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<tr>
<td>Tonto</td>
<td>Payson</td>
<td>Deadman Mesa</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Payson</td>
<td>Bull Springs</td>
<td>Expect to reinitiate consultation by December 2022.</td>
</tr>
</tbody>
</table>
### Attachment 2

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

<table>
<thead>
<tr>
<th>Forest</th>
<th>District</th>
<th>Allotment</th>
<th>Excluded/Closed Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Apache Maid</td>
<td>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.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Beaver Creek</td>
<td>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.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Walker Basin</td>
<td>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.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Windmill West</td>
<td>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.</td>
</tr>
<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>13-Mile Rock</td>
<td>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.</td>
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<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Hackberry/Pivot Rock</td>
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<td></td>
<td>Fossil Creek</td>
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<tr>
<td>Coconino</td>
<td>Red Rock</td>
<td>Hackberry/Pivot Rock</td>
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<td>Fossil Creek</td>
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<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Antelope Hills</td>
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<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Perkinsville</td>
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<tr>
<td>Prescott</td>
<td>Chino Valley</td>
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</tr>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Horseshoe</td>
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<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>Muldoon</td>
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</tr>
</tbody>
</table>

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.

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.

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.

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.

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.

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.

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.

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.

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.
<table>
<thead>
<tr>
<th>Location</th>
<th>Allotment Area</th>
<th>River Reach Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescott</td>
<td>Chino Valley</td>
<td>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).</td>
</tr>
<tr>
<td>Prescott</td>
<td>Verde</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Cave Creek</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Payson</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Payson</td>
<td>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.</td>
</tr>
<tr>
<td>Tonto</td>
<td>Payson</td>
<td>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.</td>
</tr>
</tbody>
</table>