

COOPERATIVE STEWARDSHIP AGREEMENT FOR RECREATIONAL ACCESS

This COOPERATIVE STEWARDSHIP AGREEMENT (agreement) for recreational access is entered into this 1 day of May, 2004, between X Ranch (Landowner) and the State of Arizona through the Arizona Game and Fish Commission (Commission) and its administrative agency the Arizona Game and Fish Department (Department), for the purpose of providing public recreational access through, upon, or across lands owned or legally controlled by Landowner as illustrated on Exhibit A attached hereto.

WHEREAS, said subject property contains recreational access routes as illustrated on Exhibit A necessary for roadway entry purposes to publicly held lands beyond, and no other public entity or agency owns or controls the necessary access point to those publicly held lands.

WHEREAS the parties agree that the goods or services provided by the Department will be used by Landowner for a public purpose as described herein, and that the benefit derived to the public as the result of such goods or services will equal or exceed the value of the goods or services,

NOW, THEREFORE, in consideration of mutual promises and other goods and valuable consideration contained herein, the Department and Landowner agree to implement a Cooperative Stewardship Agreement for Recreational Access to reduce or alleviate sportsmen/landowner conflicts on the subject property as set forth under the following terms and conditions:

A. The Arizona Game and Fish Department agrees:

1. To provide funding not to exceed \$0 to perform dirt tank cleaning on Bobcat Wash, St.George's, Irrigation Pasture and BullFrog Pond to specifications as well as brush removal on pasture.
2. To cooperate in future wildlife and access projects on X Ranch if Department funding is available. These projects will not exceed \$0 of Arizona Game & Fish Department Access funds during the contract period.
3. The payment for the materials and labor to complete the desired improvements summarized on the attached table (Appendix A) will be in two installments. One installment for \$0 will be provided after this agreement is signed. The second installment, sufficient to cover the costs of completing the desired improvements will be provided after a review of the work completed.

B. The Landowner agrees:

1. To allow recreational users access across the subject property onto publicly held lands beyond as illustrated in Exhibit A commencing on the effective date and remaining effective for a minimum of ? years unless otherwise terminated as provided in C.2. and C.3. herein.
2. Should the property rights to the subject property be transferred to another party during the term of this agreement, the terms and conditions of this agreement will be transferred with the property to such other party unless terminated under conditions specified in paragraph C.2.

C. The Department and Landowner mutually agree:

1. To cooperate with each other and with the land management agency affected by this agreement to ensure that all participants successfully and satisfactorily fulfill their agreed upon commitments as set forth in this agreement.

2. That either party may terminate this agreement at any time with sixty (60) days written notice to the other party. Letters of cancellation must be sent by certified mail to the parties as follows:
 - a. If intended for the Commission, to:
Duane L. Shroufe, Director
Arizona Game and Fish Department
2221 West Greenway Road
Phoenix, AZ 85023
(602) 942-3000
 - b. If intended for Landowner, to:
Ranch
3. Should this agreement be terminated prior to the expiration by the Landowner, the Department shall, at the option of the Landowner, be reimbursed by the Landowner for the expenses incurred by the Department pursuant to this agreement on a pro-rated basis for the remainder of the term of the agreement, or be allowed to retrieve all or part of the installed materials.
4. To review the terms and conditions within six (6) months prior to the expiration date of this present agreement, and determine whether or not to amend or extend this agreement for a specific period of time by written agreement, following a thirty (30) day written notification to amend.
5. That the access improvements placed on Landowner' property by the Department pursuant to Paragraph A above shall become the property of the Landowner five (?) year(s) after the date of the last signature below.
6. The Wildlife Manager stationed within the Department's Game Management Unit in which the project is located shall be the local Department representative regarding the operation of this access agreement.
7. That nothing in this agreement shall be construed as obligating the Department in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.
8. Pursuant to A.R.S. 35-214, and 35-215, and Section 41-1279.04 as amended, all books, accounts, reports, files, and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after contract completion. Such records shall be reproduced as designated by the State of Arizona.
9. All work done pursuant to this agreement must be in compliance with all applicable state and federal laws and regulations.
10. In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 99-4 and 75-5, entitled "Prohibition of Discrimination in State Contracts - Non-Discrimination in Employment by Government Contractors and Subcontractors" and said non-discrimination orders are made a part of this agreement by reference.
11. To the extent required pursuant to A.R.S. 12-1518, and any successor statutes, the parties agree to use arbitration after exhausting all administrative remedies, to resolve any dispute arising out of this agreement.

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12. All parties are hereby put on notice that this agreement is subject to cancellation pursuant to A.R.S. 38-511, cancellation of State contracts.

13. This agreement may be modified through mutual agreement of the Landowner and the Commission. Any modification made to this agreement shall be confirmed in writing prior to performance of the change.

IN WITNESS WHEREOF, each person signing this agreement warrants that he/she has the capacity, full power, and authority to execute this agreement and consummate the transactions contemplated hereby on behalf of the parties herein.

APPROVED:

Landowner

date

APPROVED:

STATE OF ARIZONA through
Arizona Game and Fish Commission

date

Duane L. Shroufe,
Secretary to the Commission and
Director, Arizona Game and Fish
Department