

**LANDOWNER RELATIONS PROGRAM
COOPERATIVE STEWARDSHIP AGREEMENT
FOR RECREATIONAL ACCESS**

This COOPERATIVE STEWARDSHIP AGREEMENT ("Agreement") for Recreational Access is entered into between Francis Creek Ranch LLC, as represented by Clay and Sandra Overson, ("Cooperator"), and the State of Arizona through the Arizona Game and Fish Commission ("Commission") and its administrative agency the Arizona Game and Fish Department ("Department") (collectively "Parties" and singularly "Party"), for the purpose of providing public recreational access through, upon, or across lands owned or legally controlled by Cooperator ("Subject Property") as illustrated on Exhibit A attached hereto.

WHEREAS, the Commission is authorized to enter into this Agreement pursuant to A.R.S. § 17-231(B) (7);

WHEREAS, said Subject Property contains recreational access routes, as illustrated on Exhibit A, to privately held land and for entry purposes to publicly held lands beyond Subject Property, and no other public entity owns or controls the necessary access points to those publicly held lands;

WHEREAS, the Parties agree that the goods or services provided by the Department will be used by the Cooperator 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 Cooperator agree to implement this Agreement to reduce or alleviate Recreationist/Cooperator conflicts on the Subject Property under the following terms and conditions:

A. The Arizona Game and Fish Department Shall:

1. Provide funding to the Cooperator, in an amount not to exceed, One Hundred-Thousand dollars (\$100,000.00) for public recreational access on the Subject Property as illustrated on Exhibit A. Payment for recreational use will be in one installment of \$100,000.00 which will be provided within 30 days of the last signature on this agreement.

B. The Cooperator Shall:

1. Allow public recreational access on the Subject Property as illustrated on Exhibit A commencing on the effective date of this Agreement and remaining in effect for five (5) years unless otherwise terminated as provided for in this Agreement.
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 shall be transferred, with the Subject Property, to such other Party, unless the Agreement has been terminated or expired.
3. Allow Department personnel unrestricted access to the Subject Property to perform official duties authorized under state law.

C. The Department and Cooperator mutually agree:


1. To cooperate with each other and to ensure all Parties successfully and satisfactorily fulfill their agreed-upon commitments as set forth in this Agreement.

2. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Should this Agreement be terminated by the Cooperator prior to expiration, the Department shall be reimbursed by the Cooperator on a prorated basis for the remaining term of the Agreement.
3. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

- a. For the Commission:

Arizona Game and Fish Department
ATTN: Mr. Don Larsen
5000 West Carefree Highway
Phoenix, Arizona 85086
623-236-7624
DLarsen@azgfd.gov

- b. For the Cooperator:

Clay and Sandra Overson


4. This Agreement shall be effective as of the last signature date and shall expire five (5) years from the effective date. The Parties shall jointly complete a final assessment of the effectiveness of this agreement within sixty (60) days of its expiration.
5. The Department's Regional Landowner Relations Program Specialist assigned to the Region shall be the local Department representative regarding the operation of this Agreement.
6. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
7. Modification within the scope of this Agreement shall be made by mutual consent of the Parties by the issuance of a written modification, signed and dated by both Parties, prior to any changes being performed. The Parties are not obligated to fund any changes not approved in advance.
8. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
9. This Agreement is subject to termination pursuant to A.R.S § 38-511.
10. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
11. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged

herein. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by mutual written consent executed by the Parties.

12. All payments received by the Cooperator through this Agreement may be subject to federal and local income tax. Any questions regarding the tax status of payments should be directed to the Cooperator's personal tax accountant.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last signature date below, and each person signing this Agreement warrants that he/she has the capacity and authority to execute this Agreement and consummate the transactions contemplated herein:

APPROVED:

Clay Overson Mbr
Clay Overson
Francis Creek Ranch, LLC

10/29/19
DATE

Sandra Overson Mbr
Sandra Overson
Francis Creek Ranch, LLC

10/20/2019
DATE

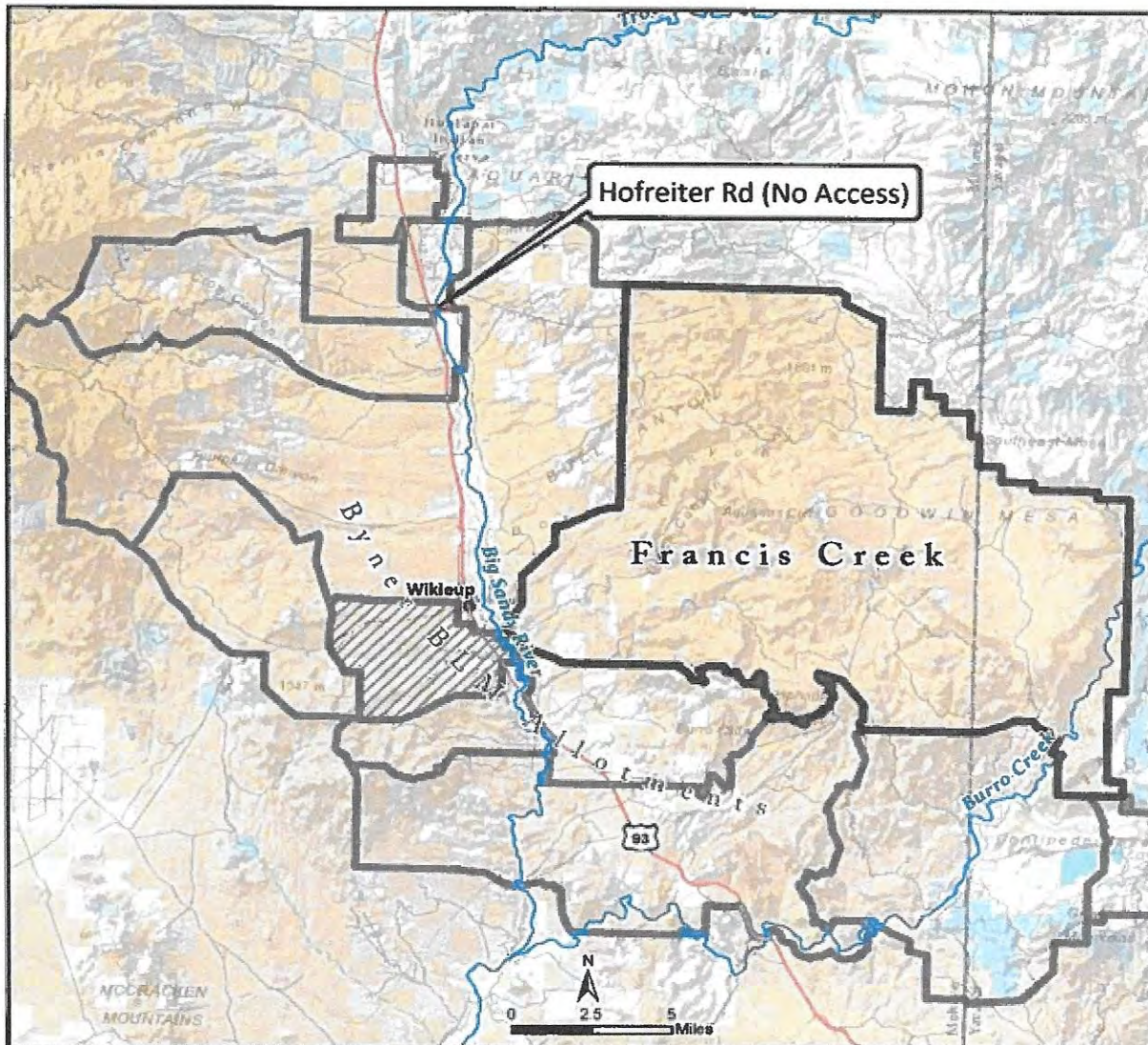
APPROVED:

Arizona Game and Fish Department

Jim de Vos
Jim de Vos, Assistant Director
Wildlife Management Division

10/16/19
DATE

Exhibit A



Arizona Game and Fish Department makes no warranties, implied or expressed, with any of the information on this map

Francis Creek Ranch/Byner Allotments Exhibit A

SSDV Landowner Relations Program
September 2012

- Highways
- Hofreiter Rd (No Access)
- Roads
- Rivers and Streams

- Francis Creek Ranch
- Byner BLM Allotment Not Included
- Byner BLM Allotments in Agreement

- Tribal Land
- Military
- Natl. Park
- Other
- Private
- State Parks
- State Trust
- Natl. Wildlife Refuge

- Land Management and Ownership**
- BLM
 - City or County Parks
 - Forest
 - Game and Fish

