

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

**This COOPERATIVE STEWARDSHIP AGREEMENT** (Agreement) for recreational access is entered into between O'Haco Cattle Company, represented by Jim O'Haco ("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) (collectively "Parties" and singularly "Party"), for the purpose of providing public recreational access through, upon, or across lands owned or legally controlled by Landowner ("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, necessary 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 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.

**WHEREAS**, said Subject Property contains recreational access routes, as illustrated on Exhibit A, necessary for motor vehicle entry to access the Subject Property and lands held in trust for the trust beneficiaries by the Arizona State Land Department adjacent to the Subject Property, and Landowner controls the necessary access points to the Subject Property and those publicly held lands.

**NOW, THEREFORE**, in consideration of mutual promises and other goods and valuable consideration contained herein, the Department and Landowner agree to mutually enter into a Landowner Compact and to the terms and conditions in this Agreement with the objective to reduce or eliminate conflicts between Recreational Users and the Landowner on the Subject Property.

**I. DEFINITIONS.**

- A. "Recreational User" means any person accessing the ranch to hunt, fish, scout, camp, hike, view wildlife, or any other permitted recreational activity.
- B. "Ranch Rules" mean those conditions the Parties mutually agree upon and are required of a Recreational User to access the Subject Property.

## II. TERMS AND CONDITIONS.

### A. The Department shall:

1. Assist the Landowner with implementing this Agreement and implement the Ranch Rules, attached hereto as Appendices B.
2. Provide law enforcement/patrol and wildlife management support for Game Management Unit (GMU) 4B and the Subject Property, based on available resources and when deemed appropriate by the Department.
3. Meet with the Landowner at least twice annually, once prior to the scheduled hunts for the purpose of discussing information needs, Ranch Rules, offer assistance with securing funding, and other opportunities and concerns, and again after the scheduled hunts to discuss any issues and opportunities with the hunts and potential amendments to this Agreement.
4. Work with the Landowner to solicit volunteers to provide outreach on land ethics for the opening weekend of the Bull Elk Hunt.
5. When available, the Department shall provide the Landowner with the names of those persons the Department has contacted regarding or issued a citation for a violation of statute or Ranch Rule occurring on the Subject Property.
6. Provide funding to the Landowner in an amount, not to exceed, fifty- thousand dollars (\$50,000.00) for continued access opportunities for hunters.
7. The payments for continued access opportunities will be made in installments of ten thousand dollars (\$10,000.00) per calendar year. The first payment will be provided upon signature of this Agreement by both Parties.
8. Provide funding to assist with the cost of replacing a pump and/ or power source for the Hi Point Well or Ellsworth Well up to forty-thousand (\$40,000) in the event that these items cease to function. The total funding for assistance with replacing or repairing a pump and/or power source for either or both the Hi Point Well and Ellsworth Well shall not exceed forty-thousand dollars (\$40,000).
9. Due to the extreme importance of the access provided by this Landowner and the reliance of wildlife on the water provided by High Point and Ellsworth Wells (Department Asset Number I60110010 covers both wells), the Department intends to continue this partnership with the Landowner and maintenance of these wells beyond the expiration of this Agreement.

### B. The Landowner shall:

1. Voluntarily enter into the Department's Landowner Compact with Ranch Rules as defined in Exhibit B.

2. Authorize the Department to act on the Cooperator's behalf to notify and notice a person in violation of Ranch Rule or statute of the loss of privilege to access Department Landowner Compact member properties.
3. Allow Recreational Users access to the Subject Property beginning on January 31, 2014 through January 31, 2019. The North Ranch year round access is allowed, the south ranch will be open from August 16<sup>th</sup> through December 1<sup>st</sup>.
4. Meet with the Cooperator at least twice annually, once prior to the scheduled hunts for the purpose of discussing information needs, Ranch Rules, offer assistance with securing funding, and other opportunities and concerns, and again after the scheduled hunts to discuss any issues and opportunities with the hunts and potential amendments to this agreement.
5. Adhere to applicable state laws that prohibit a person from locking gates on State Trust Lands or denying access to State Trust Lands.
6. Allow Department personnel unrestricted access to the Subject Property to perform official duties authorized under state law.
7. 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

### III. MISCELANEOUS TERMS AND CONDITIONS.

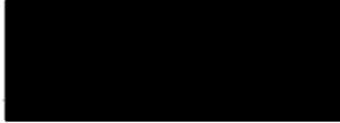
- A. The term of the Agreement is January 31, 2014 through January 31, 2019, unless earlier terminated or replaced or superseded by another agreement. If the Parties agree to renew this Agreement, the Parties shall complete the renewal no later than November 1, 2024, unless the Parties mutually agree to a later date.
- B. The Parties may mutually agree in writing to terminate this Agreement. Any Party may unilaterally terminate this Agreement when a Party is in material non-compliance with the Agreement, provided the Party in non-compliance receives written notice of the non-compliance and fails to correct the non-compliance within thirty (30) days of the notice. Upon termination, the Parties shall have no further obligations under this Agreement.
- C. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

For the Commission:

Al Eiden, Landowner Relations Program Manager  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, AZ 85086

623-236-7624  
AEiden@azgfd.gov

For the Landowner:  
O'Haco Cattle Co.  
Jim O'Haco



- D. The Wildlife Manager assigned to GMU 4B shall be the Department representative regarding the operation of this Agreement.
- E. 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.
- F. 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.
- G. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
- H. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
- I. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under the Agreement, with each Party to bear its own attorneys' fees and costs.
- J. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
- K. This Agreement in no way restricts any Party from participating in similar activities with other public or private agencies, organizations, or individuals.
- L. 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.

M. 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.

N. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

All payments received by the Landowner 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 Landowner's personal tax consultant.

**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:

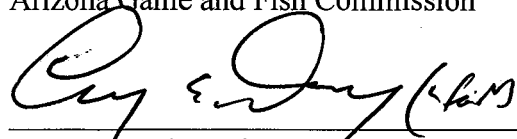
Landowner

  
\_\_\_\_\_  
Jim O'Haco

5/30/14  
DATE

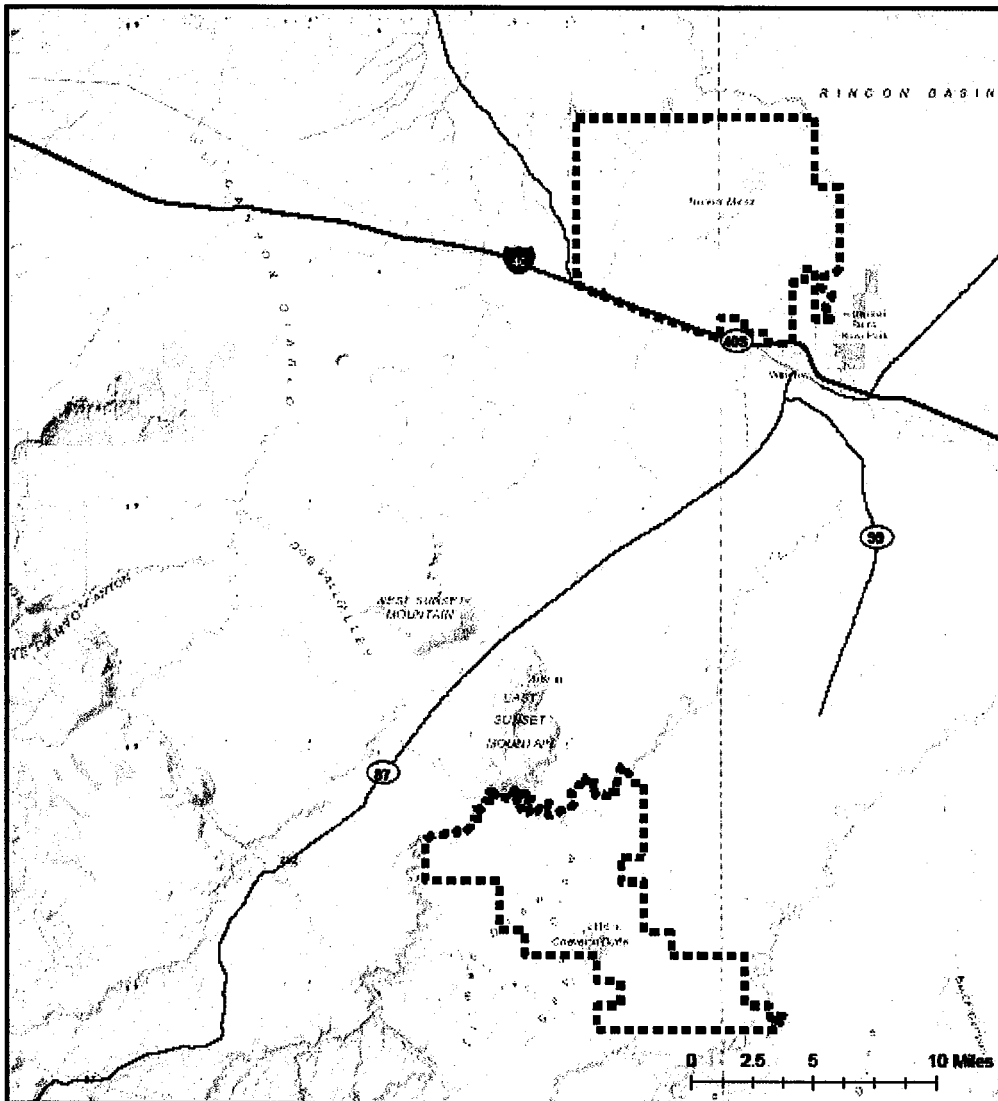
APPROVED:

Arizona Game and Fish Commission

  
\_\_\_\_\_  
Larry D. Voyles, Director  
Arizona Game and Fish Department

5/7/14  
DATE

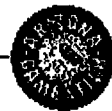
# Exhibit A



## O'Haco Ranch Access Agreement - Exhibit A

AGFD Landowner Relations Program  
April 2014

- |              |                                       |        |               |             |
|--------------|---------------------------------------|--------|---------------|-------------|
| — Interstate | ■ ■ ■ ■ ■ O'Haco Ranch (93,241 Acres) | BLM    | Game and Fish | Private     |
| — Highways   |                                       | Forest | Tribal Res.   | State Parks |
|              |                                       |        |               | State Trust |



## **Exhibit B Ranch Rules**

### **RANCH RULES:**

- 1) All Recreational Users must sign in at a designated access point and display an access pass available at the sign in point.
- 2) If an individual loses access privileges on a ranch within the Department's Landowner Compact, that individual is not allowed access to O'Haco Cattle Company property.