

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

This COOPERATIVE STEWARDSHIP AGREEMENT (“Agreement”) for recreational access is entered into between Yavapai Ranch LLLP and Northern Yavapai, L.L.C. (“Landowners”), 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 over and across Yavapai Ranch (the “Ranch” or “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, the Ranch is unique in that it consists of checkerboarded private and United States Forest Service lands, consisting of approximately 85 sections of private lands and 80 sections of public Forest Service Lands. The Property contains recreational access routes to sections owned by Landowners and to sections owned by the Forest Service, and includes access routes to Juniper Mesa Wilderness of the Prescott National Forest.

WHEREAS, the Parties agree that the benefit to the public equals or exceeds the consideration to be paid by the Department for public recreational access;

NOW, THEREFORE, in consideration of mutual promises and other good and valuable consideration contained herein, the Department and Landowners agree to implement this Agreement under the following terms and conditions:

A. The Arizona Game and Fish Department shall:


Provide funding to Landowners following execution of this Agreement in an amount not to exceed Thirty-Thousand Dollars (\$30,000.00) (the “Access Payment”) for public recreational access over and across the Property for the term of this Agreement.

B. Landowners shall:

1. Allow vehicular, equestrian and pedestrian recreational access within the Property during the term of this Agreement along all interior roads, including Pine Springs Road (Forest Road 7), Turkey Canyon Road (Forest Road 1) and Road Canyon Road (Forest Road 2). Cienega Ranch Road (Forest Road 8) and the southern portion of the Old New Water Road (Forest Road 664A) are excluded from this Agreement. The current locked gate locations, posted “No Trespassing” for the Cienega Ranch and Old New Water Road are illustrated on Exhibit A.
2. Routes of access may vary from time-to-time based on Landowners’ management needs. All road closure in excess of seven days will require the written permission of the local Department representative described in Section C. 4. of this Agreement, which permission shall not be unreasonably withheld.

3. In the event that ownership of any portion of the Property is transferred to another person or entity during the term of this Agreement, such transferred portion is no longer subject to this Agreement. Landowners shall notify the Department 60 (sixty) days before the date of transfer of ownership of the identity of the new owner(s). The Parties may confer to determine whether proration and partial refund of the Access Payment is appropriate under the circumstances.

C. The Department and Landowner 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. Neither the Department nor Landowners will be responsible for road repair or maintenance. Roads may be used by the public only "as is" and "where is," with no warranties or guarantees or liabilities whatsoever by the Parties to this Agreement.
3. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event Landowners or any of them terminate the Agreement with or without cause, Landowners shall refund the Department a prorated portion of the Access Payment at the rate of \$41.09/day for each day of the remaining term of this original Agreement. The refund shall be payable to the Arizona Game and Fish Department and sent to: Chief Fiscal Officer, Arizona Game and Fish Department, 5000 West Carefree Highway, Phoenix Arizona 85086, not later than twenty (20) days following the date of termination. Landowners shall send notice that payment has been made in accordance with Section C.4.
4. 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:
Wade Zarlingo, Landowner Relations Program Coordinator
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086
623-236-7503
WZarlingo@azgfd.gov
 - b. For the Landowners:
Yavapai Ranch LLLP and Northern Yavapai LLC
Fred Ruskin

5. This Agreement shall be effective as of the last signature date (the "Effective Date") and shall expire two (2) years from the Effective Date. The Department's Landowner Relations Specialist for Region III shall be the local Department representative regarding the operation of this Agreement.

6. The obligation of the Department under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, and payment of such obligation. In the event that the funds are not available, the Department shall incur no further obligation or liability under this Agreement, and this Agreement shall have no effect.
7. Amendments to 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. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
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 among 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.
12. All payments received by Landowners through this Agreement may be subject to federal and local income taxes. Any questions regarding the tax status of payments should be directed to the Landowners' 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:

Yavapai Ranch LLLP

By:  Date _____
 Frederic L. Ruskin, as Manager of
 Yavapai Ranch Holdings LLC, the General Partner

Northern Yavapai, L.L.C.

By:  Date _____
 Frederic L. Ruskin, Manager

APPROVED:

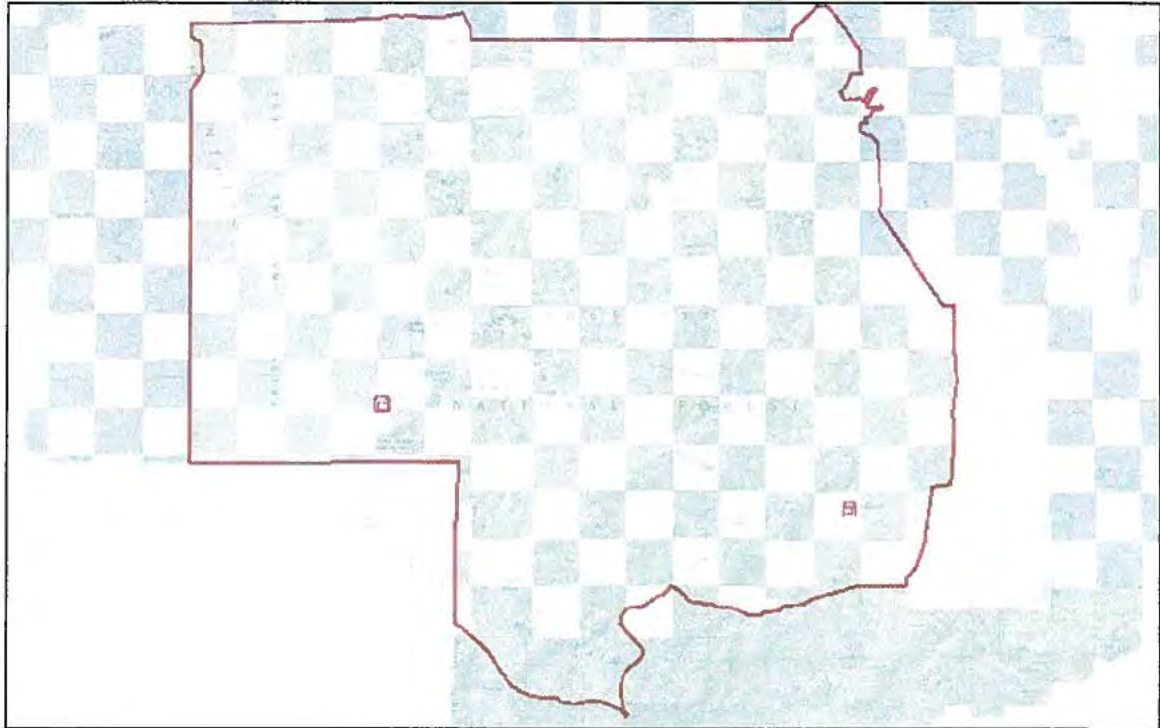
Arizona Game and Fish Commission

By: *Larry D. Voyles (for)*
Larry D Voyles, Director
Arizona Game and Fish Department and
Secretary to the Commission

Date 5.6.15

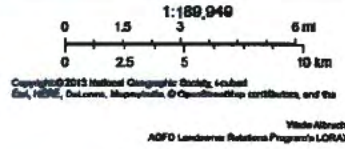
Exhibit A

Yavapai Access with Locked Gates Shown



January 30, 2015

- Forest
- Private
- State Trust
- Ranch
- Gate



(MAP)