

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
COOPERATIVE RANGE IMPROVEMENT AGREEMENT

FORM APPROVED
OMB NO. 1004-0019
Expires: March 31, 2023

FOR BUREAU OF LAND MANAGEMENT USE ONLY

State.....	AZ
Office.....	TFO
Project Number(s)	022903

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District/Field Office case or lease file and District/Field Office project file.

Project Name(s)	San Pedro Range Improvements
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1. I, (We) _____ of Brunckow Hill
of _____
of _____
and _____ of _____

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the BLM, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, the National Soil Conservation Act (16 U.S.C. 590a(3)), as amended, the Federal Land Policy and Management Act (43 U.S.C. 1701, et seq.), and the Public Rangelands Improvement Act (43 U.S.C. 1904) do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvement(s) known as the **San Pedro Range Improvements**

will be is (are) located upon: 1/4, Sec(s). 20 T, 20S R, 22E
Gila and Salt River Meridian, County of Cochise, State of Arizona

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(S) OF COOPERATOR(S)	ITEMS	TOTAL COST OR VALUE
Grazing allotment shared boundary with SPRNCA	Fence materials 6 miles @\$4335 per mile	\$ 26,010.00
Brunckow Hill Leasee	Labor for maintenance @ \$5,000 per mile	30,000.00
BUREAU OF LAND MANAGEMENT		
AGGREGATE COST		\$ 56,010.00

(b) Upon notice from the BLM, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3 (a) as required. Contributed materials in excess of the amount required must be returned to the contributor. Equipment contributed must be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the BLM and must be pursued with diligence until completed.

4. (a) The cooperator(s) will be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the BLM must do the necessary work promptly. If work is not performed as necessary, the BLM will notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In the event the cooperator(s) default in the repair and maintenance of the improvements the BLM may do or cause such work to be done for and on behalf of the cooperator (s); and the necessary cost and expense thereof will become a charge and obligation upon and must be paid by the cooperator(s). It is further understood in case of default that any grazing permit or lease may be canceled and may not be renewed or extended or any transfer of grazing preference may not be approved unless and until all charges and costs owed by the cooperator(s) are paid; and provided that the BLM may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, will mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but will not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the BLM.

5. IT IS FURTHER AGREED

(a) This agreement does not convey right, title, or interest in any lands or resources held by the United States.

(b) Title to permanent or nonstructural improvements authorized by this agreement is held by the United States of America. The actual amount of the cooperator's(s') funds, materials, and the value of the labor contributed to the construction of the range improvement(s) authorized by this agreement is listed in Section 3 of this agreement and documents their respective interest in the agreement.

(c) The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutual consent of the parties or by direction of the BLM; such removal must be made by the cooperator(s), or by the BLM at its option. During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, will be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties must take possession and remove their portion of the salvaged materials within one hundred and eighty (180) days after first notification in writing that such material is available; upon failure to do so within the

time allowed, the materials will be deemed abandoned and title thereto will thereupon vest in the United States.

(d) In the event lands containing improvements described under (b) above are devoted to another public purpose which precludes grazing, including disposal, the cooperator(s) will be entitled to reasonable compensation for the adjusted value of the cooperator's(s') interest to the improvements.

6. Applications by the cooperators(s) to transfer the grazing preference and/or permitted grazing use embracing the lands upon which the improvements are constructed or in connection with which they are used, will evidence assignment of interest in this Cooperative Agreement to the transferee. [Before the transferee will be recognized as successor in interest hereunder, the transferee will be required by the BLM to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.]

7. The cooperator's(s') use of the improvements will be in conformance with any special conditions, the grazing permit(s) or lease(s), and regulations of the Secretary of the Interior.

8. This agreement will not accord to cooperator(s) any preference, privilege, or consideration with respect to any grazing permit or lease not expressly provided herein or in the rules and regulations governing such grazing permit or lease.

9. Items 2, 3, and 4 (a) of this agreement may be modified or canceled by written agreement of the parties, which agreement will become a part hereof.

10. This agreement is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. A copy of this order may be obtained from the BLM.

11. This agreement will remain in effect indefinitely from date of signature unless (1) otherwise designated under item 14. Special Conditions, or (2) terminated by mutual written consent of parties, or (3) terminated by the BLM after notice in writing because of the cooperator's(s') default or violation (4) terminated by the BLM after notice in writing because the improvements are not compatible with adopted land use plans, or (5) terminated renegotiated, or modified by the BLM following consultation with the parties involved, as a result of changes in the law, regulation, or national BLM policy.

12. Any water right acquired on or after August 21, 1995 to use water on public lands associated with this improvement will be held in the name of the United States, if permitted under State Law. Co-application or joint ownership by permittees or lessees of water rights for purposes of livestock water will be allowed where State Law permits the practice.

13. Any water developed, improved, or impounded under this cooperative agreement will be available for wildlife and free roaming wild horse and burro use and other authorized public use to the extent that such use is consistent with the multiple-use management objectives for the area.

14. Special Conditions

The Bureau of Land Management is procuring rangeland fencing materials for use in and around the San Pedro Riparian National Conservation Area (SPRNCA) near the Town of Sierra Vista, in Cochise County.

The materials will be used to secure public land boundaries and manage grazing. The procurement of these materials will help to support achievement of Public Law 100-696 that requires the Bureau of Land Management (BLM) to protect, conserve, and enhance the riparian area and the aquatic, wildlife archaeological, paleontological, scientific, cultural, educational, and recreational resources of the public lands surrounding the San Pedro River.

The entire SPRNCA boundary is 102 miles, most of which fencing was in place prior to BLM acquiring the SPRNCA in 1988 and has exceeded its lifespan. Additionally, there are 200 water gaps or drainages approximating 13 miles that are at risk annually for damage during high flow rain events. Between these two issues, plus recreation users cutting fences as they traverse washes, the result is BLM frequently responding to unauthorized cattle from adjacent state and private landowners in the river. The BLM is working to develop cooperative agreements with adjacent landowners to assist in the maintenance of boundary fence and ensure proper coordination and identification of maintenance responsibilities of fences.

This fencing material will allow us to shift to a more proactive stance to stop unauthorized cattle from reaching the river from our current reactive responsive stance. It will assist in our efforts to build relationships with adjacent state and private landowners to resolve unauthorized grazing issues. It will also allow authorized permit holders in the area to install boundary fences to help meet multiple land management objectives as identified in the 2019 SPRNCA RMP. The overall benefit of this material will be to allow us to ably protect and conserve the resources within the SPRNCA as detailed in Public Law 100-696 that designated the SPRNCA by Congress in 1988. This is in alignment with the administrations EO 14008: Tackling the Climate Crisis at Home and Abroad, by supporting land conservation and biodiversity efforts, including the 30x30 initiative.

Fencing materials will be issued to neighboring allotments that share boundary with the SPRNCA. The Brunkow Hill allotment has 6 miles of boundary shared with the SPRNCA. 4 miles will be issued for the maintenance of the allotment boundary and the SPRNCA while 2 miles will be utilized in the implementation of the NCA boundary within the allotment. This agreement acknowledges the material contribution from the BLM and the grazing lessees labor contribution. Future maintenance of the boundary for the life of the materials will be allotment holders responsibility prior to any turnout into those pastures.

COOPERATOR(S)

THE UNITED STATES OF AMERICA


(Signature)

2/20/23
(Date)

State of _____

District/Field Office _____

(Signature) (Date)

By _____

(Signature) (Date)

(Signature)

(Signature) (Date)

(Title)

ERIC BAKER

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Date: 2023.02.16 11:12:41
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02/16/2023

(Signature) (Date)

(Date)

Title 18, U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

