

RANCH ACCESS AGREEMENT

**LANDOWNER COMPACT  
COOPERATIVE STEWARDSHIP AGREEMENT  
FOR RECREATIONAL ACCESS**

**This COOPERATIVE STEWARDSHIP AGREEMENT** (Agreement) for recreational access is entered into between Babbitt Ranches, L.L.C., an Arizona limited liability company, represented by William C. Cordasco, President of CO Bar, Inc., an Arizona corporation and Manager of Babbitt Ranches, L.L.C. (Cooperator), the Landsward Foundation, a 501(c)(3) Arizona non-profit corporation, represented by William C. Cordasco ("Landsward Foundation"), 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. This agreement will supersede all other agreements for recreational access.

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

**WHEREAS**, said Subject Property contains recreational access routes, as illustrated in Exhibit A, necessary for entry purposes to publicly held lands and lands held in trust for the trust beneficiaries by the Arizona State Land Department beyond and adjacent to the Subject Property, and no other public entity owns or controls the necessary access points to those 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 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 Cooperator on the Subject Property.

I. DEFINITIONS.

- A. "Landowner Compact" is a program that promotes a close working relationship between landowners and the Department to facilitate access to private, state trust, and public lands that would otherwise be inaccessible. This group of cooperators allows access that is managed through individual agreements with the Department, to the mutual benefit of both parties, as well as sportsmen.

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- B. "Recreational User" means any person accessing the ranch for an approved recreational activity documented in the ranch rules.
- C. "Ranch Rules" mean those conditions that are mutually agreed upon by the Cooperator and the Department that must be followed and are required of a Recreational User to access the Subject Property. (See map of subject property Exhibit A). **Violation of these rules may result in loss of access privileges on all compact ranches and citation for trespassing.**
- D. "Ranch Access Pass" means the pass a Recreational User must obtain authorizing access to the restricted access portions of Subject Property.
- E. "Ranch Manager" means the Cooperator's designated employee responsible for managing access and use of the restricted access portion of the Subject Property by Recreational Users.
- F. "GECC" refers to the Golden Eagles Conservation Complex which incorporates a two-mile radius around each of 7 known golden eagle nest sites. The GECC is depicted on Exhibit D attached to this agreement.

## II. TERMS AND CONDITIONS.

### A. The Department shall:

1. Provide funding to the Cooperator, in an amount not to exceed a total amount of Six Hundred Thousand dollars (\$600,000.00), for public recreational access on and across the Subject Property as illustrated on Exhibit A. The Department may make a lump-sum payment of the total amount after the agreement is fully executed and enforceable, or the Department may make partial periodic payments during the term of the agreement, as funds are available and authorized, and in a total amount of such periodic payments not to exceed \$600,000.00. Prior to any payment herein, the Cooperator shall provide an invoice for the payment, and the Department shall make payment within 30 days of the receipt of the invoice from the Cooperator.
2. Assist the Cooperator with implementing this Agreement and implement the CO Bar Ranch Rules, attached hereto as Exhibit B.
3. Provide signed notice stating that the Cooperator may suspend the Ranch Access Privileges for a failure to comply with the Ranch Rules or Statutes. It is unlawful for the Recreational User to enter or remain on the Subject Property if the Ranch Access Privileges are suspended, and that the notice constitutes a reasonable request to leave the Subject Property. Department officers may provide notice on behalf of a landowner.

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4. Provide law enforcement/patrol and wildlife management support for the Subject Property, based on available resources and when deemed appropriate by the Department.
5. Coordinate with the Cooperator to develop an access plan for the Subject Property that includes mutually agreed upon access for Recreational Users. This may include providing standard Landowner Compact signage articulating conditions of access, how to access Ranch Rules for the Subject Property, and how to obtain a ranch pass as a condition of access.
6. Meet with the Cooperator to discuss topics such as public outreach, recreational use, wildlife management, Ranch Rules, and other mutually beneficial projects.
7. At the discretion of the Department, provide the Cooperator 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.
8. Implement outreach efforts to inform Recreational Users of the Ranch Rules a Recreational User must comply with in accessing approximately the 263,884 (125,691 private acres controlled by CO Bar Ranch) Subject Property.
9. Assist the Cooperator in preparing competitive grant applications and work in partnership to pursue and design habitat restoration and water development projects as funding opportunities become available (e.g. Habitat Partnership Committee grants and U.S. Fish and Wildlife Service Partners for Wildlife funding for grassland treatments).

### **B. The Cooperator shall:**

1. Voluntarily enter into the Department's Landowner Compact with mutually agreed upon Ranch Rules as defined in Exhibit B.
2. Coordinate with the Department to act on the Cooperator's behalf to notify and notice a person in violation of Ranch Rule or statute regarding suspension of privileges to access Department Landowner Compact member properties.
3. Allow Recreational Users access to the Subject Property for the term of the agreement unless the Agreement is otherwise terminated as provided in Section III.C and F. herein.
4. Coordinate with the Department to develop an access plan for the Subject Property that includes mutually agreed upon access for Recreational Users.

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5. Meet with the Department to discuss topics such as public outreach, recreational use, wildlife management, Ranch Rules, and other mutually beneficial projects.
6. Adhere to applicable state or federal laws that prohibit a person from locking gates on or denying reasonable access to State Trust Lands or public lands.
7. Allow Department personnel unrestricted access to the Subject Property (Exhibit A) to perform law enforcement duties. Allow Department employees to conduct agreed upon wildlife management activities with advance coordination.
8. Notify the Department in writing of a pending sale or transfer of the Property or any portion thereof at least 60 days prior to the date of transfer or close of escrow. In the event such sale or transfer of the Property results in termination of public recreational use and/or access across the Property, the Cooperator shall reimburse the Department on a prorated basis for the remaining term of this Agreement.

### III. MISCELLANEOUS TERMS AND CONDITIONS.

- A. The term of the Agreement is valid until May 7, 2035, commencing on the date the agreement is fully executed, 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 one month from expiration, unless the Parties mutually agree to a later date.
- B. The Department and Cooperator recognize that Ranch Rules will apply to the private and Arizona State Trust Land (accessed by crossing private lands) on the CO Bar Ranch with the following conditions:
  - i. As a condition of access, Recreational Users who enter the CO Bar Ranch agree to follow Ranch Rules on private and Arizona State Trust Lands.
  - ii. The Department may enforce Ranch Rules on private lands and Arizona State Trust Lands, accessed by crossing private lands, within the CO Bar Ranch as an act of trespass subject to probable cause indicating that the elements of trespass have been satisfied.
  - iii. If a violation of a Ranch Rule is also a violation of Arizona statute or rule, an officer may enforce the statute or rule, and/or trespass.
  - iv. If a violation of a Ranch Rule is not a violation of Arizona statute or rule, an officer may issue a citation or written warning for only trespass.
  - v. The Cooperator or their representative may notice Recreational Users

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(permitted or not) who violate Ranch Rules within the CO Bar Ranch that they are no longer welcome on the private and Arizona State Trust Lands, accessed by crossing private lands, within the CO Bar Ranch.

- C. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other party. Should the Agreement be terminated by the Cooperator prior to its expiration, the Cooperator shall reimburse the Department on a prorated basis for the remaining term of the Agreement.
- D. 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:

Jake Jaeger, Landowner Relations Program Coordinator  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, AZ 85086  
623-236-7357  
Email: JJaeger@azgfd.gov

For the Landowner:

William C. Cordasco  
Babbitt Ranches LLC  
[REDACTED]  
Flagstaff, AZ 86002  
[REDACTED]  
CoBar@babbitranches.com

For Landsward:

William C. Cordasco  
President  
[REDACTED]  
Flagstaff, AZ 86002  
[REDACTED]

- E. The Department's Landowner Relations Program will administer this agreement. The Wildlife Managers assigned to Game Management Units 7 and 9 shall serve as the Department representative regarding the operation of this Agreement.
- F. 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

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Agreement other than for payment of services rendered prior to the expiration of funding.

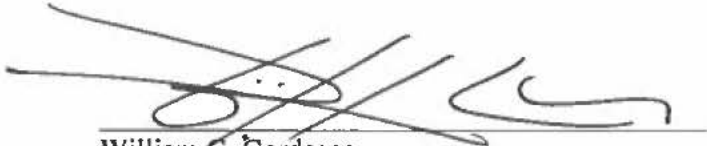
- G. Modification within the scope of this Agreement shall be made by mutual consent of the Parties by the issuance of a written modification, signed and dated by both Parties, prior to any changes being performed. The Parties are not obligated to fund any changes not approved in advance.
- H. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
- 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. 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.
- M. 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.
- N. 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 consultant.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 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:

Babbitt Ranches LLC



William C. Cordasco  
President

4/16/25  
DATE

APPROVED:

Landsward Foundation



William C. Cordasco  
Chairman

4/16/25  
DATE

APPROVED:

Arizona Game and Fish Commission

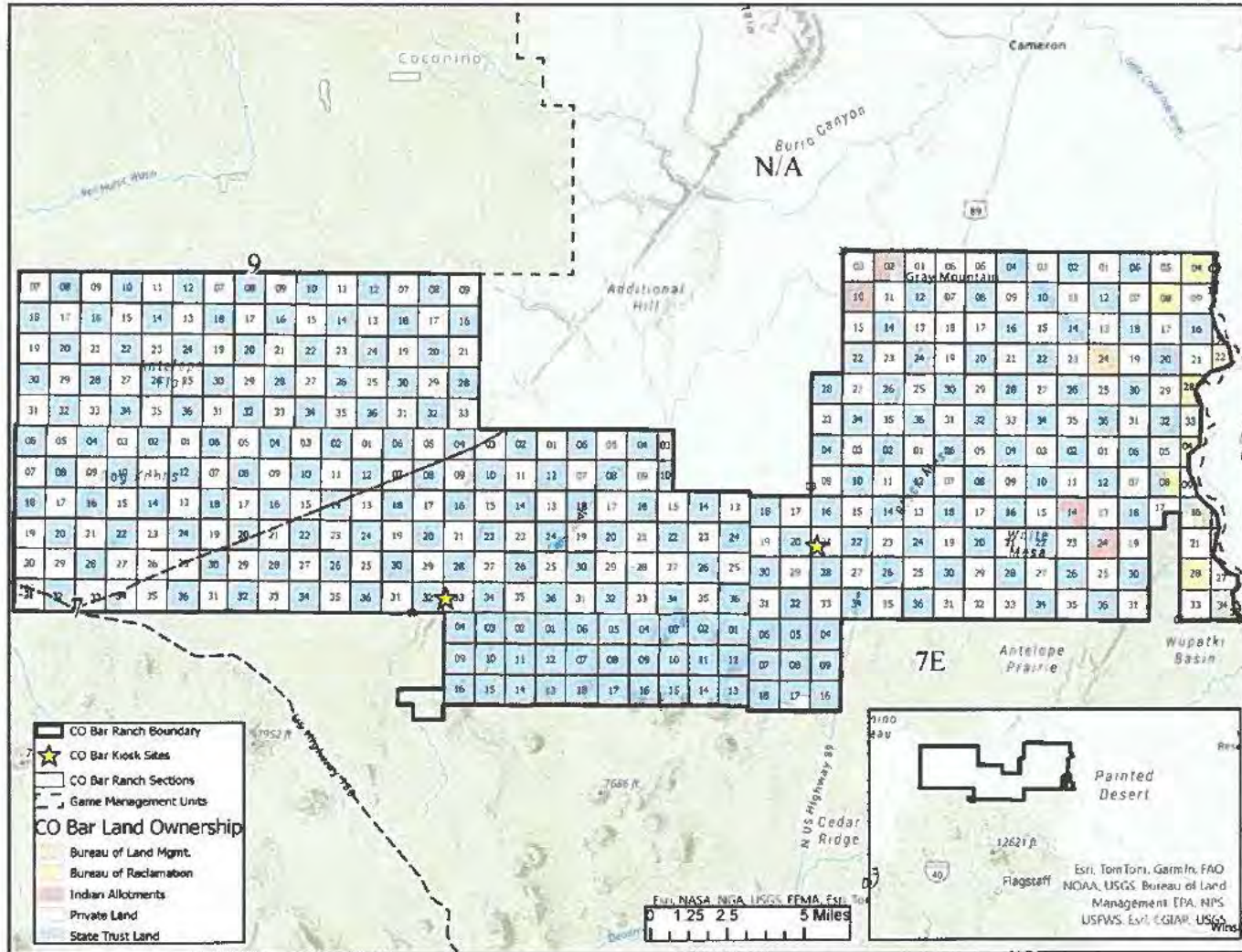


Clay Crowder, Assistant Director  
Wildlife Management Division  
Arizona Game and Fish Department

4/11/2025  
DATE

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Exhibit A  
Ranch Map and Statewide Map



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### **Exhibit B CO Bar Ranch Rules and Penalty Schedule**

#### **RANCH RULES:**

- A. All persons must follow all Ranch Rules as well as all applicable State Laws and Regulations. These rules apply to hunting and recreation on all private lands and State Trust Lands on the CO Bar Ranch. Violation of Ranch Rules or applicable State Laws or Regulations may result in immediate cancellation of the Ranch Access Pass, expulsion from the ranch, and loss of privilege to hunt or recreate on this and all other ranches enrolled in the Arizona Game and Fish Department's Landowner Compact program.
- B. Recreational Users must have in their possession a valid Ranch Access Pass and copy of, or ability to demonstrate knowledge of, Ranch Rules. In addition, Recreational Users are required to have in their possession either a valid hunting license (and be scouting for or in pursuit of legal game) or a valid State Land Department Recreation Permit when recreating on State Trust Lands. Ranch Access Passes are available through sign-in boxes at kiosks located at the two (2) entry points into the ranch or on-line from the AZGFD Landowner Relations Program CO Bar Ranch Access web page: <https://www.azgfd.com/landowner-compact/>. Arizona State Trust Land Recreational Use Permits may be obtained at: <https://land.az.gov/natural-resources/recreational-permits>
- C. Cross-country vehicle travel to retrieve legally-harvested elk is allowed if doing so does not cause habitat damage. At all other time, cross-country vehicle travel is prohibited and vehicles are allowed only on roads designated as "Open" on Exhibit C. Designated "Open" road maps are posted at sign boxes at kiosks at the entry points into the CO Bar Ranch and online from the AZGFD Landowner Relations Program Ranch Access web page (<https://www.azgfd.com/wildlife-conservation/on-the-ground-conservation/cooperative-programs/landowner-relations/landowner-compact-overview/>).
- D. All off-highway vehicle (OHV) users are required to display a valid Arizona OHV decal.
- E. All hunting guides must contact Babbitt Ranches and provide a copy of their insurance policy to be eligible to guide on the CO Bar Ranch. Babbitt Ranches can be contacted at: <https://www.babbitranches.com/contact-us>.
- F. Special Golden Eagle Rules for Golden Eagle Conservation Complex (GECC). The GECC is established and managed to protect golden eagle breeding territories. Designated GECC areas are identified in Exhibit D and available online from the AZGFD Landowner Relations Program Ranch Access web page (<https://www.azgfd.com/wildlife-conservation/on-the-ground-conservation/cooperative-programs/landowner-relations/landowner-compact-overview/>).
1. No firearms of any kind may be discharged within the GECC except with lead-free ammunition and for a lawful hunting purpose. Target shooting within the GECC is

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prohibited. In support of wildlife conservation, non-lead ammunition use on the rest of the CO Bar Ranch is encouraged.

2. Hunting trapping, or other taking of any kind of prairie dogs, rabbits, or squirrels is prohibited within the GECC.
3. Recreational access within areas identified in Exhibit D as GECC seasonal recreation closures is prohibited for the period of January 1 through June 30 of each year to reduce disturbance of nesting golden eagles and their young.

### **Ranch Rule Violation Penalty Schedule**

First offence – 7-year loss of access privileges to all Landowner Compact Ranches.

Second offence – Lifetime loss of access privileges to all Landowner Compact Ranches.

First offence with criminal violation, other than trespass, will result in a lifetime loss of access.



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## Exhibit D CO Bar Ranch Golden Eagle Conservation Complex (GECC)

