

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

This COOPERATIVE STEWARDSHIP AGREEMENT ("Agreement") for Recreational Access is entered into between J Bar B Ranch, represented by John Fowler (J Bar B Cattle CO) ("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, the Property contains recreational opportunities and access routes, as illustrated on Exhibit A, to adjacent state and federal lands beyond the Property;

WHEREAS, Cooperator is willing to allow public recreational use and access upon and across the Property for the term of this Agreement;

WHEREAS, the Parties agree that the benefit to the public will equal or exceed the value of the consideration paid for such access;

NOW, THEREFORE, the Parties agree to implement this Agreement with 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, Thirty-Thousand dollars (\$30,000.00) for public recreational access on and across the Subject Property as illustrated on Exhibit A. Payment for recreational use will be in one installment of \$30,000.00 which will be provided within 30 days of the receipt of invoice from the Cooperator.

B. The Cooperator Shall:

1. Allow public recreational use upon and access across the Property as illustrated on **Exhibit A** commencing on the Effective Date of this Agreement and continuing for the entire five (5) year term of this Agreement. The Cooperator agrees to allow the public the full, free and quiet use and enjoyment of the recreational opportunities of the Property and shall not impair or obstruct public use or access for the term of this Agreement.
2. 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.

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 each party successfully and satisfactorily fulfill their agreed-upon commitments as set forth in this Agreement.
2. Either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other Party. In the event this Agreement be terminated prior to expiration, the Cooperator shall reimburse the Department 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: Jacob Jaeger
5000 West Carefree Highway
Phoenix, Arizona 85086
623-236-7357
jjaeger@azgfd.gov

b. For the Cooperator:

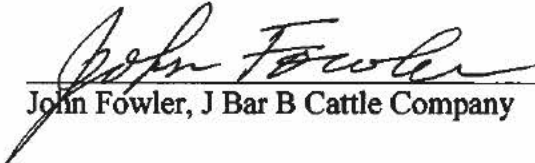
John Fowler
J Bar B Cattle Company
[REDACTED]
Roosevelt, Arizona 85545
[REDACTED]
[REDACTED]

4. This Agreement shall be effective as of the last signature date and shall expire five (5) years from the Effective Date.
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. This Agreement is subject to public records requests. In the event a request is made, personally identifiable information of the Cooperator such as addresses, phone number, and email address will be redacted.

7. 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.
8. 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.
9. All work performed pursuant to this Agreement shall be compliant with all applicable state and federal laws and regulations.
10. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
11. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
12. Records Retention. In accordance with A.R.S. §41 -151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement. Upon request, a Party shall produce original of any and all such records.
13. Audit. In accordance with A.R.S. § 35-214, the Parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.
14. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs
15. 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.
16. 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 have the capacity and authority to execute this Agreement and have executed this Agreement on the dates shown below:

APPROVED:



John Fowler, J Bar B Cattle Company

7/10/2023
DATE

APPROVED:

Arizona Game and Fish Department



Clay Crowder, Assistant Director
Wildlife Management Division

6/23/2023
DATE

Exhibit A

J Bar B Cattle Company Recreational Access Agreement

