

RANCH ACCESS AGREEMENT

LANDOWNER COMPACT COOPERATIVE STEWARDSHIP AGREEMENT FOR RECREATIONAL ACCESS

This COOPERATIVE STEWARDSHIP AGREEMENT (Agreement) for recreational access is entered into between O'Haco Cattle Company LLC/Chevelon Butte LLLP, represented by the Executive Committee LLC; managers/trustee (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 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.
- 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

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Exhibit A: Figure 1 & 2). **Violation of these rules may result in loss of access privileges on all compact ranches and a 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.

II. TERMS AND CONDITIONS.

A. The Department shall:

1. Provide funding to the Cooperator, in an amount not to exceed, seventy-five thousand dollars (\$75,000.00) for public recreational access on and across the Subject Property as illustrated on Exhibit A: Figure 1 & 2. Payment for recreational use will be in one installment of \$75,000.00 which will be provided within 30 days of the receipt of invoice from the Cooperator.
1. Assist the Cooperator with development and implementation of an access agreement and Ranch Rules, attached hereto as Exhibit B.
2. Assist with signage that limits access to persons with written permission within the restricted access portion of the Subject Property as depicted in Exhibit A: Figure 1 & 2, associated with wind farm developments and the ranch headquarters.
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.
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 to the wind farm developments and ranch headquarters.

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6. Meet with the Cooperator at least twice annually. Meetings will cover scheduled hunts, Ranch Rules, securing funding and other opportunities and concerns.
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 60,000-acre Subject Property.

B. The Cooperator shall:

1. Voluntarily enter into the Department's Landowner Compact with mutually agreed upon Ranch Rules as defined in Exhibit B. Allow public recreational use upon and access across the Property as illustrated on **Exhibit A: Figure 1 & 2** commencing on the Effective Date of this Agreement and continuing until May 30, 2031. This agreement includes a two (2) year unpaid extension due to public closure during the installation of a wind farm on the Ranch. 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. 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.
5. Meet with the Department at least twice annually. Meetings will cover scheduled hunts, Ranch Rules, securing funding and other opportunities and concerns.
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; Figure 1 & 2) to perform law enforcement duties. Allow Department employees to conduct agreed upon wildlife management activities with advance coordination.

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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 supersedes any previous agreements and is valid from the last date of signature until May 30, 2031, 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 O'Haco Cattle Company LLC/Chevelon Butte LLLP Ranch with the following conditions:
 - i. As a condition of access, Recreational Users who enter private lands on the ranch agree to follow Ranch Rules on private and Arizona State Trust Lands.
 - ii. The Department has no lawful authority to enforce a violation of Ranch Rules on Arizona State Trust Lands, unless the violation is also a violation of current Arizona statute or rule.
 - iii. The Cooperator or their representative may notice Recreational Users (permitted or not) who violate Ranch Rules on private or Arizona State Trust Lands within the O'Haco Cattle Company LLC/Chevelon Butte LLLP Ranch that they are no longer welcome on the private lands within the O'Haco Cattle Company LLC/Chevelon Butte LLLP Ranch.
 - iv. The Department may enforce Ranch Rules on private lands within the O'Haco Cattle Company LLC/Chevelon Butte LLLP Ranch as an act of trespass subject to probable cause indicating that the elements of trespass have been satisfied.
- C. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other party. Should Agreement be terminated by Cooperator prior to its expiration, the Cooperator shall reimburse the Department on a prorated basis for the remaining term of the Agreement.

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- 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:

O'Haco Cattle Co LLC.
Attn: Kim O'Haco McReynolds
[REDACTED]
Winslow, AZ 86047
Email: [REDACTED]

- E. The Department's Landowner Relations Program will administer this agreement. The Wildlife Manager assigned to Game Management Unit 4A 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 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.

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- 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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APPROVED:

Cooperator

Kim O'Haco McReynolds

Kim O'Haco McReynolds
ECLLC Board Member/Trustee
O'Haco Cattle Co LLC.

4-4-2024
DATE

Karen O'Haco

Karen O'Haco
ECLLC Board Member/Trustee
O'Haco Cattle Co LLC.

4/4/2024
DATE

Theresa O'Haco Densmore

Theresa O'Haco Densmore
ECLLC Board Member/Trustee
O'Haco Cattle Co LLC.

4-4-2024
DATE

APPROVED:

Arizona Game and Fish Commission

Clay Crowder

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

03/20/24

DATE

Exhibit A: Figure 1 & 2
Ranch Map and Statewide Map

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Exhibit B

O'Haco Cattle Company LLC/Chevelon Butte LLLP Ranch Rules and Penalty Schedule

RANCH RULES:

1. 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 O'Haco Cattle Company LLC/Chevelon Butte LLLP 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.
2. 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 entry points into the ranch or on-line from the AGFD Landowner Relations Program O'Haco Cattle Company LLC/Chevelon Butte LLLP 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>
3. Ranch areas identified by gray cross hatching in Exhibit A are limited to foot-access only.
4. Other areas throughout the Ranch specific areas surrounding wind farm operations are signed and can only be accessed from August 15 - December 1 of each year. No Recreational access is allowed outside of this timeframe.
5. Ranch headquarters as indicated by black cross hatching is closed to public entry and is posted "No Trespassing".

Ranch Rule Violation Penalty Schedule

First offense— 7-year loss of access privileges to all Landowner Compact Ranches.

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

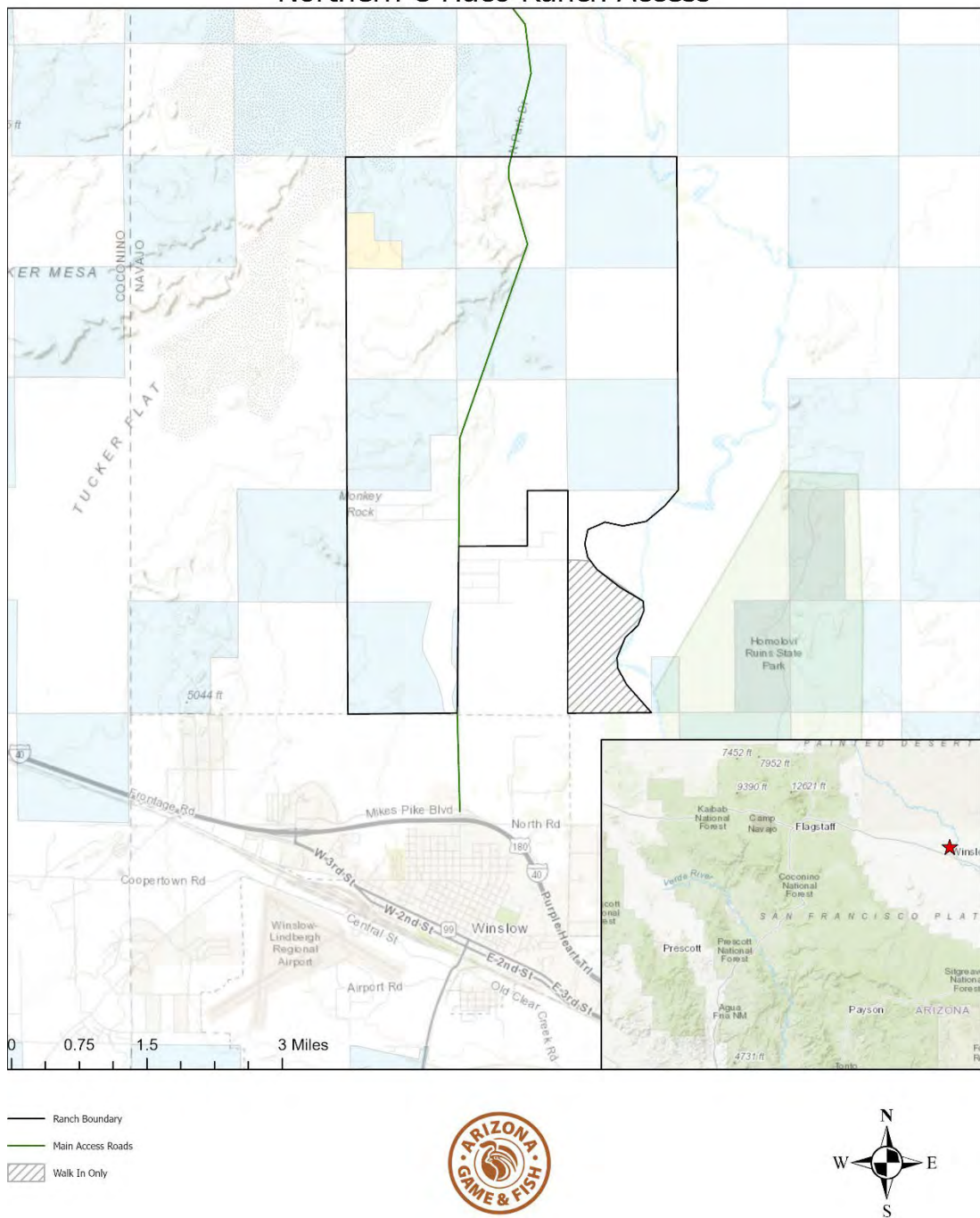
First offense with criminal violation, other than trespass, will result in a lifetime loss of access.

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Exhibit A: Figure 1 & 2 Ranch Map and Statewide Map

Figure 1

Northern O'Haco Ranch Access



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Figure 2

