

**LANDOWNER RELATIONS PROGRAM
COOPERATIVE STEWARDSHIP AGREEMENT
FOR HABITAT IMPROVEMENT**

THIS COOPERATIVE STEWARDSHIP AGREEMENT for habitat improvement is entered into between Babbitt Ranches LLC represented by Bill Cordasco ("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 executing a Cooperative Habitat Improvement Project on lands owned or controlled by the Cooperator ("Subject Property"), as illustrated in the attached Exhibit A, incorporated herein by reference.

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

WHEREAS, said Subject Property provides mutual benefits to the Cooperator and wildlife, and it is the mutual desire of the Department and Cooperator to cooperate for the common benefit of wildlife and the public interests of the people of Arizona;

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 the mutual promises and other good and valuable consideration contained herein, the Department and the Cooperator agree to implement the following described Habitat Improvement Project on the Subject Property:

Project Description:

Grassland habitats have been a priority for the Department since 2006 when the first version of the State Wildlife Action Plan (SWAP) identified grassland habitat as a priority due to the decline in several grassland dependent wildlife species, such as pronghorn antelope, Gunnison's prairie dogs, black tailed prairie dogs, western burrowing owls, Ferruginous hawks, and another 96 grassland obligate species. Both fragmentation of grassland habitat and degradation of grassland habitat due to invading woody vegetation as the cause for declines in grassland dependent wildlife species. Additionally, much of Arizona is arid with very little perennial water available for wildlife. This lack of water is a limiting factor for antelope in most of the grasslands remaining in Arizona, and the lack of water also limits several bat species, northern leopard frogs, Chiricahua Leopard frogs, and several other species of concern in Arizona.

The Department will provide financial assistance to the Cooperator for removal of trees from historic grassland in the project area on the Slate Mountain allotment of the Coconino National Forest. The project will maintain desired future conditions by maintaining shrubs, grasses, and forbs in the plant community structure. Trees will be removed by mastication with a drum grinder and tree shears mounted on rubber-tired tractors. The project will enhance habitat for pronghorn and other grassland obligate species as well as habitat for elk, mule deer, small game and rodents.

Smaller trees, 10 feet and shorter, will be masticated with the residue from the mastication process scattered widely, up to 200 feet from the tree base, across the soil surface. Trees greater than 10 feet and

up to 14 feet in height, will be sheared. The carcasses of these trees will be left in place to provide hiding habitat for small animals, such as rabbits and rodents. See Exhibit B.

This project will treat 770 acres of a planned, and partially completed, 5,700 acres overall project area, designed to enhance the north-south movement of deer, elk and pronghorn between summer and winter habitat. The U.S. Forest Service (USFS) has completed all NEPA and clearances for this work. (M19-0709124319).

A. The Arizona Game and Fish Department shall:

1. Work with the Cooperator to complete the project per the Project Description for the purpose of wildlife habitat improvement.
2. Reimburse the Cooperator in an amount not-to-exceed, one hundred sixty thousand dollars (\$160,000.00) for cost of materials and labor to perform the habitat improvements described in the Project Description. All labor using heavy equipment is included in the aforementioned price.
3. Payment shall be made upon receipt of itemized invoice(s) from the Cooperator to the Department.
4. Annually monitor and evaluate Project effectiveness and wildlife use during the term of this Agreement.

B. The Cooperator shall:

1. Complete the Project described in the project description in the project area depicted in Exhibit A. Be responsible for all labor, equipment, and material costs over and above those supplied by the Department (\$160,000.00) through this Agreement.
2. Submit itemized invoices to the Department for reimbursement of costs incurred, including any delivery, to complete the Project to complete the project a prior to June 1, 2022.
3. Should the property rights to the Subject Property be transferred to another Party during the term of this Agreement, the terms and conditions of this Agreement shall be transferred with the property to such other Party.

C. The Department and the Cooperator mutually agree:

1. That unless otherwise terminated as provided herein, this Agreement shall extend for a period of five (5) years from the date of last signature on this Agreement. Project progress will be monitored and a final assessment of the project's effectiveness will be completed jointly by the Parties.

2. Nothing in this Agreement shall be construed as obligating the Department in any contract or other obligation for the future payment of money in excess of appropriation authorized by law.
3. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease and Cooperator shall not incur any new obligations for the terminated portion of the Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Cooperator for the Cooperator's share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Any remaining unobligated funding provided by the Department shall be returned to the Department within sixty (60) days after the effective date of termination.
4. Notices: 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

Arizona Game and Fish Department
ATTN: Kyle Dutro
5000 W. Carefree Highway
Phoenix, Arizona 85086
Phone: (623) 236-7522
kdutro@azgfd.gov

For the Cooperator

Bill Cordasco



5. Modifications 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 all Parties, prior to any changes being performed. The Parties are not obligated to fund any changes not approved in advance.
6. This Agreement is subject to a public records request. In the event a request is made, personally identifiable information such as address, 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. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
9. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

10. 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.
11. 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.
12. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
13. 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.
14. Federal Grant Award Information:
 - Subrecipient unique entity identifier (EIN or similar): Changes with each 3rd party recipient. As set forth in W-9 provided by subrecipient to the State of Arizona.
 - Federal award identification number: F21AF02778-00
 - Federal award date: 7/12/21
 - Amount of federal funds obligated by the agreement: \$83,000.00
 - Amount of federal funds obligated to each third party to the agreement: \$83,000
 - Total amount of the federal award/grant: \$40,441,188
 - Federal award/grant project description: Comprehensive Management System - Wildlife Restoration
 - Name of federal awarding agency: U.S. Fish and Wildlife Service
 - Catalog of Federal Domestic Assistance (aka CFDA) number and name: 15.611 – Wildlife Restoration and Basic Hunter Education
 - Identification of whether the award was for research and development: No
 - Negotiated and approved indirect cost rate for the federal award to AGFD: 50.95% of Employee Services.
 - Negotiated and approved indirect cost rate for the third party: N/A

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:

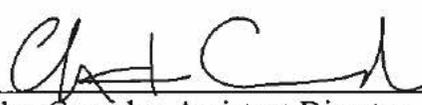
By: 

Bill Cordasco
Bobbitt Ranches LLC

Date 10/4/21

APPROVED:

Arizona Game and Fish Department

By: 

Clay Crowder, Assistant Director
Wildlife Management Division

Date 9/27/2021

Exhibit A
Project map(s)

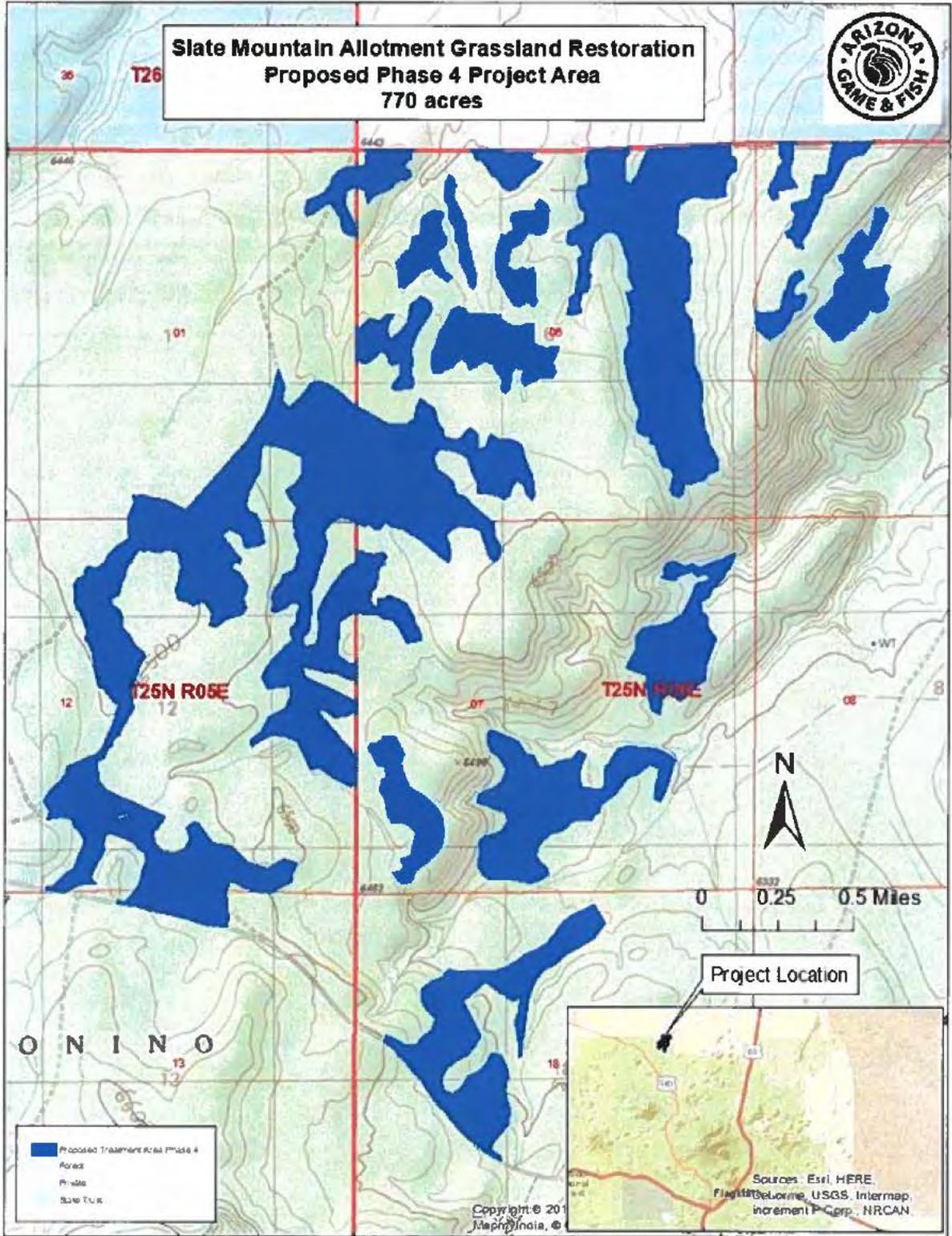


Exhibit B
Silvicultural Prescription and Implementation Guide
North Forest Grassland Restoration Project
Grassland Restoration Treatment Areas

Silvicultural Treatment: Free Thinning (Grassland Restoration)

Prepared by: Kristine Murphy

Certified by: Kristine Murphy

Date: 8/1/2019

Location	Flagstaff Ranger District, Coconino National Forest. Treatment areas are within: T25N, R5E, Sections 1-4, 10-15, 23, 24, 36 and T25N, R6E, Sections 5-8, 17-18.
Project	North Forest Grassland Restoration
NEPA	North Forest Grassland Restoration
Acres	3045
Elevation	6500 feet
Slope	0-5%
Boundary Designation	Boundaries are not designated on the ground. Use GPS to locate boundaries. Do not enter private land.
Tree Designation	Designation by Prescription (DxP)

Existing Conditions

Tree composition consists primarily of one-seed juniper and pinyon pine. Juniper trees are generally more abundant. There is a mix of age classes, but most of the trees are young. Overstory canopy cover ranges from 10 to 30%. Blue grama is the primary grass species and is abundant in the open areas. Tree encroachment has occurred in what was historically a grassland. Tree densities are outside of the historical range of variability. Increased canopy cover has led to a reduction in understory plant cover and productivity as well as declines in plant species richness and diversity.

Long-Term Desired Conditions and Prescribed Treatment Objectives

Desired Future Condition (spatial patterns, species composition, stand structure)

Conditions resemble historical Great Basin grasslands in northern Arizona. Vegetation is dominated by native grasses, forbs and annuals of varying seral stages. Early seral stages will typically contain more forbs, and as stages get older, they are dominated by more grasses and fewer forbs. Canopy cover of trees and shrubs is less than 10 percent. Overstory species composition consists of pinyon and juniper trees, which are generally scattered individual trees, but occasionally occur in small groups. Mixed-severity fire occurs at intervals of 10-35 years. The abundance of invasive annual species does not facilitate the spread, intensity, or severity of uncharacteristic fire. The composition, structure, and function of vegetative conditions are resilient to the frequency, extent, and severity of disturbances and climate variability. Native grasses and forbs are healthy, productive and sustained throughout the open landscape; thereby, providing habitat for pronghorn and other grassland-associated wildlife species, and satisfactory soil and watershed conditions.

Short-Term Objectives (expected post-treatment outcome)

This treatment will move the area towards the long-term desired conditions.

The treatment objectives are to:

1. Move towards conditions which resemble historical Great Basin grasslands in northern Arizona. Manage for an open reference condition with an average of 5% canopy cover. Manage to retain old pinyon and juniper trees. Manage to retain scattered individual trees and occasionally small groups of trees.
2. Improve habitat for pronghorn and other grassland-associated wildlife species by creating or enhancing an open landscape. Move towards increased productivity and diversity of native grasses and forbs by reducing tree density.

Implementation Guide

Location: Designated Grassland Treatment Areas within: T25N, R5E, Sections 1-4, 10-15, 23, 24, 36 and T25N, R6E, Sections 5-8, 17-18.

Acres: 3045

Silvicultural Treatment: Free Thinning

Use free thinning to leave scattered individual trees, develop variable-sized and shaped tree groups, and to reduce treatment area density. **The post treatment density will average 5% canopy cover.**

Implementation Instructions (in order of priority)

Designation by Prescription (DxP)

1) Retain All Old Trees

See descriptions and pictures for old tree identification.

2) Individual Trees and Tree Groups

Retain scattered individual trees and occasionally small groups of trees.

- Retain a mix of pinyon and juniper trees. Strive to retain the healthiest trees with good form. Focus on leaving mostly pinyon when desirable trees are present.
- Leave an average of 1 to 2 trees per acre.
- Approximately 90% of the leave trees shall be scattered individual trees.
- Groups shall generally range from 0.1 to 0.3 acre in size. Vary the size, shape and density of tree groups. Focus on creating groups in areas with: (1) relatively large exposed rocks with little to no grass and (2) large desirable or old trees.
- Cut all juniper <24" DRC (except old trees).

Special Instructions

Constraints

- Minimize ground disturbance, especially in open areas with herbaceous cover.

- Wash vehicles and equipment prior to entering the project area, when moving from one area to another, and when leaving the project area. Remove mud, dirt and all plant parts including seeds. **Invasive species exist in the project area, especially tumble mustard which is dense near Babbitt Lake. No invasive species were observed in the far NW portion of the project area; specifically, west of FR9003 and north of FR9010A. This area includes cutting units 1, 2 and the northern portion of unit 4. Use extreme caution not to spread invasive species into this area.**
- Stumps will be no more than 12 inches high, unless near a trail where they will be below 8 inches in height. Lower is preferred.
- All known archaeological sites will be evaluated to determine the need for protection measures and/or monitoring during implementation.

Treatment Method

Mastication or hand thinning are the preferred treatment methods.

Slash Treatment

- All mastication work will have a maximum slash depth of three inches.
- If hand thinning is used, either slash removal or lop and scatter are the preferred slash treatments.
- All lop and scatter treatments will have a maximum slash depth of 2 feet.
- All lop and scatter treatments will be a minimum of 100 feet from private property, Highway 180 or Cedar Ranch road 417. All lop and scatter treatments will be a minimum of 25 feet from all other roads open to the public within the project area and from the road within the identified movement corridor.
- **Hand piling** may be used if determined necessary by the fire/fuels specialists. All piling treatments will create minimum pile sizes of 6 feet high by 6 feet in diameter.
- No slash pile construction within disturbed rabbitbrush populations (cutting units 1, 3, NW corner of unit 4, northern portion of unit 14).

Planned Future Treatments (5+ years) and Monitoring

Planned Future Treatments	Maintenance broadcast burn – once every 10-35 years
Monitoring	Rangeland herbaceous cover monitoring. Invasive species monitoring. Monitoring results will facilitate future adaptive management.

Silvicultural Prescription and Implementation Guide
North Forest Grassland Restoration Project
Savanna Restoration Treatment Areas

Silvicultural Treatment: Free Thinning (Savanna Restoration)

Prepared by: Kristine Murphy

Certified by: Kristine Murphy

Date: 8/1/2019

Location	Flagstaff Ranger District, Coconino National Forest. Treatment areas are within: T25N, R5E, Sections 1-4, 11-15, 24-26 and T25N, R6E, Sections 5-7, 18-19.
Project	North Forest Grassland Restoration
NEPA	North Forest Grassland Restoration
Acres	1698
Elevation	6500 feet
Slope	0-5%
Boundary Designation	Boundaries are not designated on the ground. Use GPS to locate boundaries. Do not enter private land.
Tree Designation	Designation by Prescription (DxP)

Existing Conditions

The treatment areas are in a pinyon-juniper woodland. Tree composition consists primarily of one-seed juniper and pinyon pine. Juniper trees are generally more abundant. Overstory canopy cover ranges from 30 to 80%. The majority of the areas are relatively uneven-aged. Blue grama is the primary grass species and is abundant in the open areas. The dense areas are generally rockier with some grass. Tree encroachment has occurred in what was historically a savanna. Tree densities are outside of the historical range of variability. Increased canopy cover has led to a reduction in understory plant cover and productivity as well as declines in plant species richness and diversity.

Long-Term Desired Conditions and Prescribed Treatment Objectives

Desired Future Condition (spatial patterns, species composition, stand structure)

Conditions resemble historical tree density, spatial patterns, structure and composition. It is relatively open with 10 to 20 percent canopy cover. Structure is uneven-aged. Overstory species composition consists of pinyon and juniper. Trees occur as individuals and small groups and range from young to old. There is a dense herbaceous understory including native grasses, forbs, and annuals. Snags and older trees with dead limbs are scattered across the landscape. Coarse woody debris increases with succession and averages 1 to 3 tons per acre. Low severity and patches of mixed-severity fire occurs at intervals of 10-35 years favoring regrowth and germination of native grasses and forbs.

The composition, structure, and function of vegetative conditions are resilient to the frequency, extent, and severity of disturbances (including insects, diseases, and fire) and climate variability. Species diversity is maintained. Native grasses and forbs are healthy, productive and sustained throughout the generally open landscape; thereby, providing habitat for pronghorn and other grassland-associated wildlife species, and satisfactory soil and watershed conditions.

Old-growth structure occurs throughout the landscape, generally in small areas as individual old-growth components, or as clumps of old growth. Old-growth components include old trees, dead trees (snags), downed wood (coarse woody debris), and structural diversity. The location of old-growth components shifts on the landscape over time as a result of succession and disturbance (tree growth and mortality).

Short-Term Objectives (expected post-treatment outcome)

This treatment will move the area towards the long-term desired conditions.

The treatment objectives are to:

3. Move towards conditions which resemble historical tree density, spatial patterns, structure and composition. Manage for an open reference condition with 10-20% canopy cover. Maintain or move towards an uneven-aged structure. Maintain an overstory species composition of pinyon and juniper. Manage to retain scattered individual trees and small groups of trees.
4. Manage to retain old trees in order to have and sustain old-growth structure scattered across the landscape.
5. Improve habitat for pronghorn and other grassland-associated wildlife species by creating or enhancing a generally open landscape. Move towards increased productivity and diversity of native grasses and forbs by reducing tree density.

Implementation Guide

Location: Designated Savanna Treatment Areas within: T25N, R5E, Sections 1-4, 11-15, 24-26 and T25N, R6E, Sections 5-7, 18-19.

Acres: 1698

Silvicultural Treatment: Free Thinning

Use free thinning to leave scattered individual trees, develop variable-sized and shaped tree groups, and to reduce treatment area density. **The post treatment density will average 10-20% canopy cover.**

Implementation Instructions (in order of priority)

Designation by Prescription (DxP)

1) Retain All Old Trees

See descriptions and pictures for old tree identification.

2) Individual Trees and Tree Groups

Retain scattered individual trees and small groups of trees.

- Retain a mix of pinyon and juniper trees. Strive to retain the healthiest trees with good form. Focus on leaving mostly pinyon when desirable trees are present.
- Leave 5 to 15 trees per acre.
- Approximately 50-70% of the leave trees shall be scattered individual trees.
- Groups shall generally range from 0.1 to 0.5 acre in size. Vary the size, shape and density of tree groups. Focus on creating groups in areas with: (1) relatively large exposed rocks with little to no grass and (2) large desirable or old trees.
- Cut all juniper <18" DRC, unless it is inaccessible because it is in a leave tree group.
- Leave pinyon pine of all available size classes.

Special Instructions

Leave most small "Christmas tree" pinyon (single stem and tapering form) when they exist.

Constraints

- Minimize ground disturbance, especially in open areas with herbaceous cover.
- Wash vehicles and equipment prior to entering the project area, when moving from one area to another, and when leaving the project area. Remove mud, dirt and all plant parts including seeds. **Invasive species exist in the project area, especially tumble mustard which is dense near Babbitt Lake. No invasive species were observed in the far NW portion of the project area; specifically, west of FR9003 and north of FR9010A. This area includes cutting units 1, 2 and the northern portion of unit 4. Use extreme caution not to spread invasive species into this area.**
- Stumps will be no more than 12 inches high, unless near a trail where they will be below 8 inches in height. Lower is preferred.
- All known archaeological sites will be evaluated to determine the need for protection measures and/or monitoring during implementation.

Treatment Method

Mastication or hand thinning are the preferred treatment methods.

Slash Treatment

- All mastication treatments will have a maximum slash depth of three inches.
- If hand thinning is used, either slash removal or lop and scatter are the preferred slash treatments.
- All lop and scatter treatments will have a maximum slash depth of 2 feet.
- All lop and scatter treatments will be a minimum of 100 feet from private property, Highway 180 or Cedar Ranch road 417. All lop and scatter treatments will be a minimum of 25 feet from all other roads open to the public within the project area and from the road within the identified movement corridor.
- **Hand** piling may be used **if** determined necessary by the fire/fuels specialists. All piling treatments will create minimum pile sizes of 6 feet high by 6 feet in diameter.
- No slash pile construction within disturbed rabbitbrush populations (cutting units 1, 3, NW corner of unit 4, northern portion of unit 14).

Planned Future Treatments (5+ years) and Monitoring

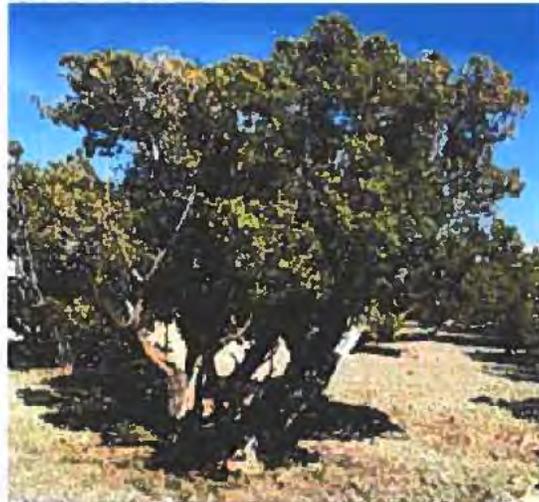
Planned Future Treatments	Maintenance broadcast burn – once every 10-35 years
Monitoring	Rangeland herbaceous cover monitoring. Invasive species monitoring. Monitoring results will facilitate future adaptive management.

Descriptions and Pictures of Old Pinyon and Juniper Trees and Desirable Pinyon Pine

Old trees will be determined by the following characteristics

- Age – Approximately 300 years and older
- DBH – Site dependent
- Form – Generally visible trunk with some fading or dead branches. Occasionally, the trunk is barely visible and the tree is very large with spreading branches.

Examples of Old Juniper Trees (Leave Trees)





2

Example of Old Pinyon Tree (Leave Tree)



Examples of Desirable Pinyon Pine



Examples of Desirable "Christmas Tree" Pinon Pine



Example of Rocky Leave Tree Group Area

