

**CONSERVATION STEWARDSHIP AGREEMENT
FOR PUBLIC RECREATIONAL USE AND MANAGEMENT AND
WILDLIFE MANAGEMENT ACTIVITIES**

This COOPERATIVE STEWARDSHIP AGREEMENT (Agreement) 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. (“Landowner” or “Babbitt Ranches”), 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 the Arizona Game and Fish Department (“Department”) (collectively “Parties” and singularly “Party”), for the purpose of providing public (if commission permitted) and semi-public recreational use and management, including but not limited to uses such as hunting, wildlife viewing, scientific research, or other projects approved by the parties, upon, or across lands owned by Landowner (“the Property”) as illustrated on Exhibit A attached hereto; promoting the ethically responsible recreational use of private and public lands; and supporting projects benefiting Arizona wildlife and habitat.

WHEREAS, historically Landowner has voluntarily provided public and semi-public access for wildlife related recreational opportunities, and administrative access across lands belonging to Landowner without any legal obligation. Landowner, Landsward Foundation and the Commission are willing to provide for public (if commission permitted) and semi-public recreational use management as provided in this Agreement.

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

WHEREAS, the Property contains recreational access routes, as illustrated on Exhibit A, necessary for entry to the Property and to publicly-held lands beyond the Property, and no other public entity owns or controls the necessary access points to those publicly-held lands;

WHEREAS, the Parties agree that the consideration to be paid by the Department will be used by Babbitt Ranches and the Landsward Foundation for a public (if commission permitted) and semi-public purpose as described herein, and that the benefit to the public and Arizona’s wildlife will greatly exceed the value of the consideration paid for public (if commission permitted) and semi-public recreational use and management, including but not limited to uses such as scientific research or other projects approved by the parties.

NOW, THEREFORE, in consideration of mutual promises and other good and valuable consideration contained herein, the Parties enter into this Conservation Stewardship Agreement to provide public (if commission permitted) and semi-public recreational use and management, upon and across the Property, cooperatively manage wildlife populations and habitats using science-based methodology, and promote an Outdoor Recreation Ethic consistent with the Statement of Awareness, attached hereto as Exhibit B and incorporated by reference, and the Memorandum of Understanding between the Arizona Game and Fish Commission and Babbitt Ranches L.L.C.

I. TERMS AND CONDITIONS

A. The Department shall:

1. Provide funding, following execution of this Agreement, to the Landsward Foundation not to exceed \$800,000.00 over the 10-year term of this Agreement. Expenditures of this funding for public outreach efforts and projects in furtherance of this Agreement shall be discussed in advance by the Parties identified in Section II.B.
2. Meet with the Landowner to discuss potential public outreach and recreational use and management and other mutually beneficial projects to be presented to the Landsward Foundation for funding.
3. Work with the Landsward Foundation and assist the Landowner in implementing projects consistent with the purpose of this Agreement.

B. The Landowner, during the term of this Agreement, shall:

1. Continue allowing hunter and wildlife-related semi-public and public recreational use (if commission permitted) for the 10-year term of this Agreement on Babbitt Ranches properties, which include the CO Bar and Espee ranches, consisting of approximately 525,000 acres of private, State and US Forest lands. Landowner will coordinate with the Department and the Landsward Foundation to promote and implement the goals and objectives of *The Constitution of Babbitt Ranches* and Babbitt Ranches' Outdoor Recreation Ethic, which is intended to develop and promote public consciousness of responsible outdoor recreation on private and public lands, as well as to implement projects related to recreational users, science, research, wildlife populations, or other projects approved by the parties, on the Property.
2. Meet with the Department to discuss potential wildlife management projects to be presented to Landsward Foundation for funding, and to seek opportunities in a shared vision for the future.

3. Comply with applicable state laws that prohibit a person from locking gates on State Trust Lands.
4. Allow Department personnel unrestricted access to the Property to perform official duties authorized under state law and this Agreement.

C. Landsward Foundation, during the term of this Agreement, shall:

1. Hold any funding provided through this Agreement in trust, for Landowner and the Commission, for projects in furtherance of this Agreement, and authorize the expenditure of such trust funds.
2. Seek opportunities to bring other external funding sources to support the promotion of outdoor recreational ethics.
3. Work with the Department to ensure compliance with all federal, state, and local laws, including but not limited to the National Environmental Protection Act, the Endangered Species Act, and the National Historic Preservation Act.

II. MISCELANEOUS TERMS AND CONDITIONS

- A. The term of this Agreement is Ten (10) years, unless modified with the consent of the Parties or replaced or superseded by another agreement.
- B. 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:

Al Eiden, Landowner Relations Program Manager
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, AZ 85086
Phone: 623-236-7624
AEiden@azgfd.gov

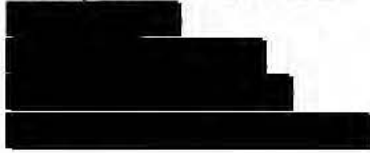
For the Landowner:

William C. Cordasco
Babbitt Ranches, L.L.C.

[REDACTED]

For Landsward Foundation:

William C. Cordasco
Chairperson of the Board



- C. The Wildlife Manager assigned to GMU 7, 9, and 10 shall be the Department representative regarding the operation of this Agreement.
- D. 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.
- E. Modification or termination 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. In the event funds have been expended or returned to the Commission, and there is no mutual agreement to proceed further with this Agreement, then this Agreement shall terminate within Thirty (30) days of notice from either Party.
- F. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
- G. 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.
- H. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
- I. This Agreement in no way restricts any Party from participating in similar activities with other public or private agencies, organizations or individuals.
- J. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. The provisions of this Agreement may be amended in whole or in part by mutual written consent executed by the Parties.

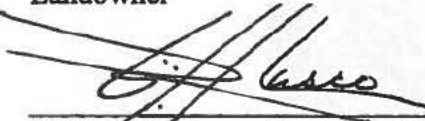
- .L. All payments received by the Landsward Foundation through this Agreement may be subject to federal and local income taxes. Any questions regarding the tax status of payments should be directed to Landsward Foundation's personal tax consultant.

- M. This Agreement supersedes and replaces that Cooperative Stewardship Agreement dated May 27, 2004 between Babbitt Ranches and the Arizona Game and Fish Commission for public (if Commission permitted) and semi-public recreational uses on the Babbitt Ranches property.

IN WITNESS WHEREOF, the Parties hereto have the capacity and authority to execute this Agreement and have executed this Agreement as of the dates shown below:

APPROVED:

Landowner

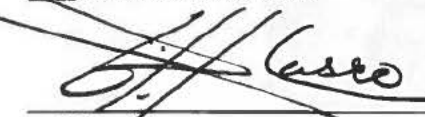


William Cordasco, President, CO Bar Inc., Manager for
Babbitt Ranches, L.L.C.

5.19.15
DATE

APPROVED:

Landsward Foundation




William Cordasco
Board Chairperson

5.19.15
DATE

APPROVED:

Arizona Game and Fish Commission



Larry D. Voyles, Secretary to the Commission and
Director, Arizona Game and Fish Department

5.7.15
DATE

