

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

This COOPERATIVE STEWARDSHIP AGREEMENT ("Agreement") for Recreational Access is entered into between Kings Anvil Ranch, represented by John W. King ("Landowner"), 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 Landowner ("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, said Subject Property contains recreational access routes, as illustrated on Exhibit A, necessary for entry purposes to publicly held lands beyond Subject Property, and no other public entity owns or controls the necessary access points to those publicly held lands;

WHEREAS, the Parties agree that the goods or services provided by the Department will be used by the Landowner 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.

WHEREAS, said Subject Property contains recreational access routes, as illustrated on Exhibit A, necessary for motor vehicle entry to access the Subject Property and lands held in trust for the trust beneficiaries by the Arizona State Land Department adjacent to the Subject Property, and Landowner controls the necessary access points to the Subject Property and those publicly held lands.

NOW, THEREFORE, in consideration of mutual promises and other goods and valuable consideration contained herein, the Department and Landowner 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 Landowner on the Subject Property.

I. DEFINITIONS

- A. "Recreational User" means any person accessing the ranch to hunt, fish, scout, camp, hike, view wildlife, or any other permitted recreational activity.
- B. "Ranch Rules" mean those conditions the Parties mutually agree upon and are required of a Recreational User to access the Subject Property.

II. TERMS AND CONDITIONS

A. The Department shall:

1. Assist in the enforcement of seasonal closure(s); ranch closure is from the day after the spring Javelina season closes, through August 31st each year as per Exhibit A. Public access is allowed for the sole purpose of hiking and rock climbing (non-motorized) at designated area from the day after the spring Javelina season closes, through April 30th and shall be effective for the length of the Agreement as per Exhibit B. Public recreational access users shall follow vehicle restrictions and Ranch Rules set by the Kings Anvil Ranch as attached in Exhibit C (Ranch Rules).
2. Provide law enforcement/patrol and wildlife management support for Game Management Unit (GMU) 36C and the Subject Property, based on available resources and when deemed appropriate by the Department.
3. When requested by Landowner or legal representative of Kings Anvil Ranch, provide the Landowner 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. However, the Department will withhold information that may compromise an ongoing investigation or pending court case.
4. Provide a one-time payment to the Landowner in the amount of One-Hundred and Seventy Thousand dollars (\$170,000.00) for two (2) months (each year) of rock climbing/hiking at designated areas and seasonal hunting as described in Paragraph A.1.
5. When available, provide funding and/or incentives to the Landowner in an amount not to exceed Two hundred and fifty thousand dollars (\$250,000.00) for contracting compliance surveys on areas that will provide future benefit to wildlife through mutually agreed on projects, and/ or offset impacts due to recreational use of private land and wildlife habitat.

B. The Landowner shall:

1. Voluntarily enter into the Department's Landowner Compact with Ranch Rules as defined in Exhibit C.
2. Authorize the Department to act on the Landowner's behalf to notify and notice any person(s) in violation of Ranch Rule or statute of the loss of privilege to access Department Landowner Compact member properties.
3. Allow hunter/recreational access to the Subject Property as illustrated on Exhibit A and Exhibit B commencing on the effective date of this Agreement and remaining in effect for eight (8) years unless otherwise terminated as provided for in this Agreement.
4. Adhere to applicable state laws that prohibit a person from locking gates on State Trust Lands or denying access to State Trust Lands.

- 5. Allow Department personnel unrestricted access to the Subject Property to perform official duties authorized under state law.
- 6. 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 Subject Property, to such other Party, unless the Agreement has been terminated or expired.

C. The Department and the Landowner shall:

- 1. Meet at least twice annually, once prior to the scheduled hunts for the purpose of discussing information needs, Ranch Rules, offer assistance with securing funding, and other opportunities and concerns, and again after the scheduled hunts to discuss any issues and opportunities with the hunts and potential amendments to this Agreement.
- 2. Work to seek outside funding sources to complete mutually agreed on habitat and or wildlife enhancement projects.

III. MISCELLANEOUS TERMS AND CONDITIONS

- A. The term of the Agreement is May 01, 2015 through April 30, 2023, unless earlier terminated or replaced. This Agreement supersedes any other Access Agreements with the Department. If the Parties agree to renew this Agreement, the Parties shall complete the renewal no later than December 31, 2022, unless the Parties mutually agree to a later date.
- B. The Parties may mutually agree in writing to terminate this Agreement. Any Party may unilaterally terminate this Agreement when a Party is in material non-compliance with the Agreement, provided the Party in non-compliance receives written notice of the non-compliance and fails to correct the non-compliance within thirty (30) days of the notice. Upon termination, the Parties shall have no further obligations under this Agreement.
- C. 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:

Wade Zarlingo, Landowner Relations Regional Program Manager
 Arizona Game and Fish Department
 5000 West Carefree Highway
 Phoenix, AZ 85086
 623-236-7503
 wzarlingo@azgfd.gov

For the Landowner:

John W. King, President
 John F. King & Son, Inc.

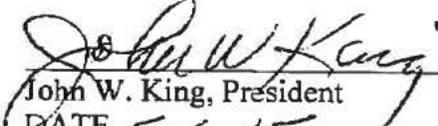


- D. The Wildlife Manager assigned to GMU 36C shall be the Department representative regarding the operation of this Agreement.
- E. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds 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.
- F. 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.
- G. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
- H. 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.
- I. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
- J. This Agreement in no way restricts any Party from participating in similar activities with other public or private agencies, organizations, or individuals.
- K. 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.
- L. 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.
- M. All payments received by the Landowner 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 Lessee's personal tax consultant.

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:

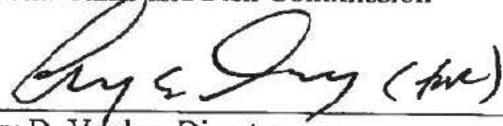
Landowner



John W. King, President
DATE 5-6-15

APPROVED:

Arizona Game and Fish Commission



Larry D. Voyles, Director
Arizona Game and Fish Department

4/28/15
DATE

Exhibit A Kings Anvil Ranch Hunting Access.

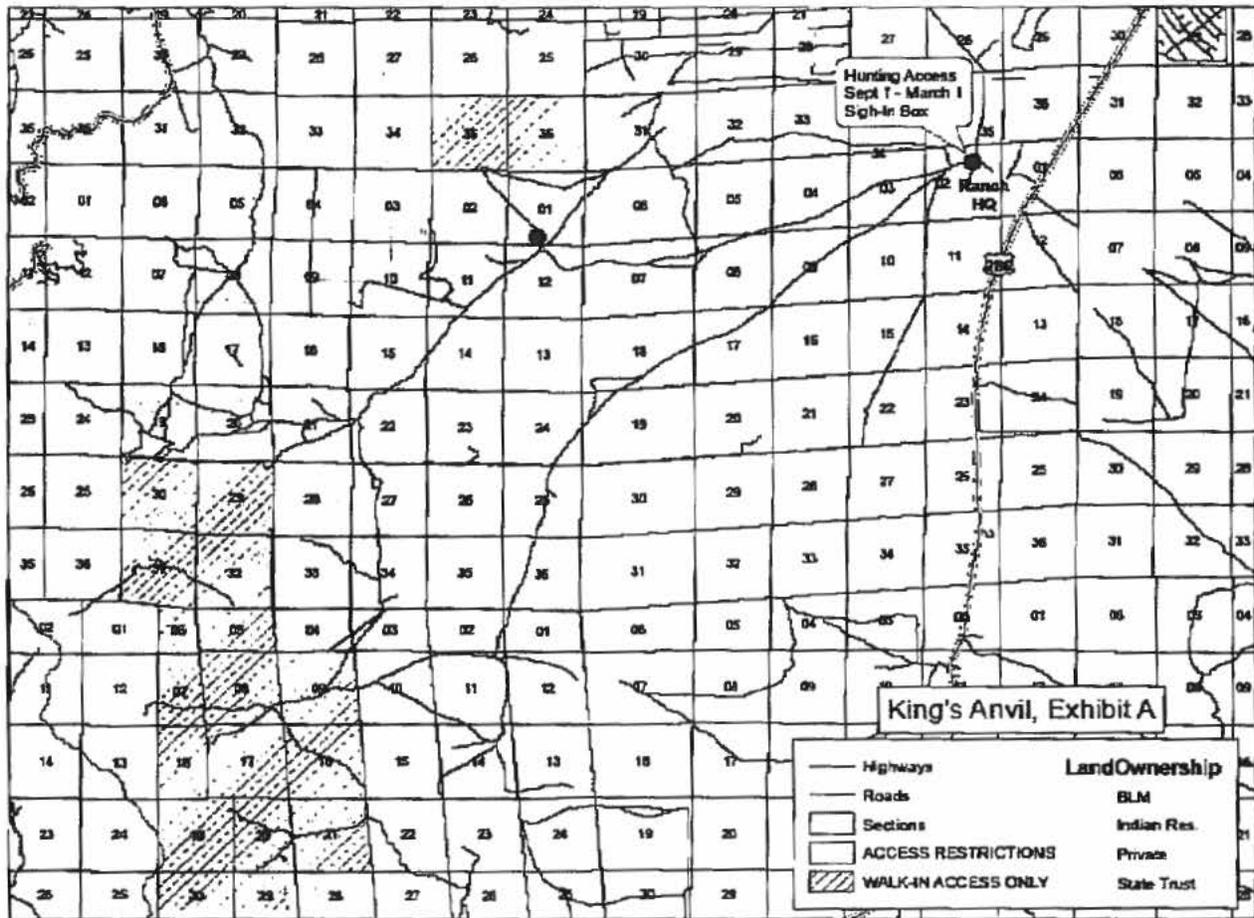


Exhibit B Kings Anvil Hiking/Climbing Access

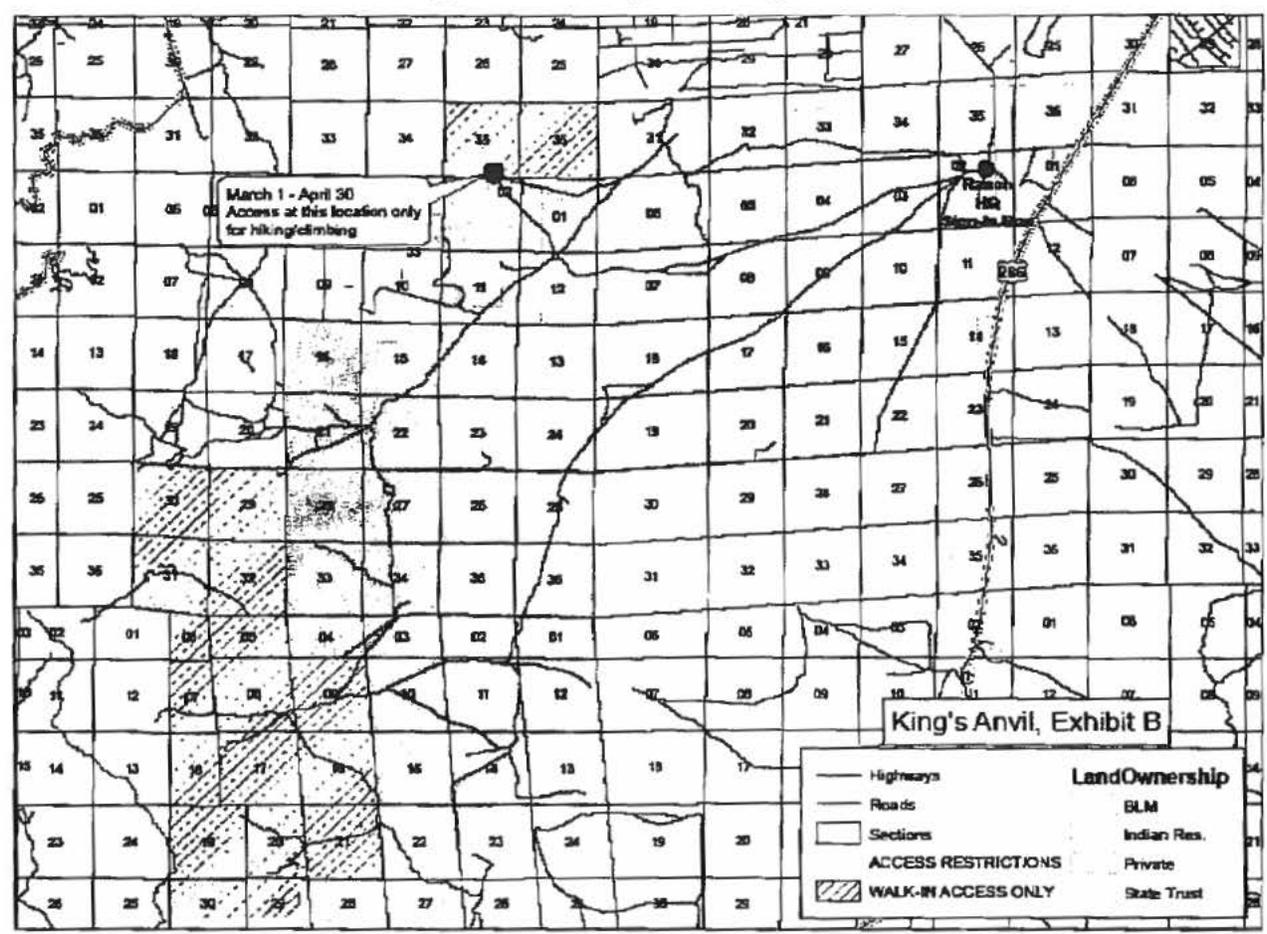


Exhibit C Ranch Rules

RANCH RULES:

- 1) All Recreational Users must obey all state and federal laws while recreating on the Ranch.
- 2) All Recreational Users must sign in at a designated access point and display an access pass available at the sign in point.
- 3) If an individual loses access privileges on a Ranch within the Department's Landowner Compact, that individual is not allowed access to King Anvil Ranch Company property.
- 4) Ranch closure is from the day after the spring Javelina season closes, through August 31st each year per Exhibit A. Public access for the sole purpose of hiking and rock climbing (non-motorized) opens at designated area from the day after the spring Javelina season closes, through April 30th and is allowed through the length of the Agreement per Exhibit B.
- 5) Any off-road vehicle including motorcycles, ATV's and UTV's are prohibited on the King Anvil Ranch.