

LANDOWNER RELATIONS PROGRAM COOPERATIVE HERITAGE STEWARDSHIP AGREEMENT FOR HABITAT IMPROVEMENT

THIS COOPERATIVE HERITAGE STEWARDSHIP AGREEMENT for habitat improvement is entered into between Strayhorse Ranch represented by Brady and Jessica Peters ("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, 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; and

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; and

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:

This project will involve drilling a well, installing a solar powered pump, adding a 10,000 gallon storage tank, pipeline and 2 wildlife-friendly drinkers to provide permanent water for wildlife and livestock. This project will also replace 11 miles of fencing that was burned in the Wallow Fire, replace 4 miles of district boundary fence, and replace 2.5 miles of interior fence that will protect a riparian area and springs. All fencing in this project will include wildlife crossings.

A. The Arizona Game and Fish Department shall:

1. Provide funding to the Cooperator to implement enhancements per the Project Description and Exhibit A.
2. Provide funding to the Cooperator to cover the cost of materials and/or labor identified in this Agreement. The total cost of materials and/or labor including delivery provided shall not exceed \$5,000.
3. Provide advance notice to the Cooperator when entry upon the Subject Property(s) to visit the project site is required to perform duties pursuant to this Agreement.

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4. Annually monitor changes during the term of this Agreement.

B. The Cooperator shall:

1. 1) Complete the enhancements in Project Description; 2) Incur all labor, equipment, and material costs over and above those supplied by the Department (\$5,000) through this Agreement.
2. Allow the Department and/or its representative(s) entry upon the Subject Property, in the vicinity of the project site, to perform duties assumed pursuant to this Agreement including, but not limited to, monitoring and evaluating project effectiveness and wildlife use during the five (5) year project period.
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. Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
4. 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 all unobligated funding shall be returned to the Department.

5. 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:

- A. For the Commission:

Arizona Game and Fish Department
ATTN: Mr. Andy Clark
5000 W. Carefree Highway
Phoenix, Arizona 85086
Phone: (623) 236-7503
Email: aclark@azgfd.gov

- B. For the Cooperator:

Brady and Jessica Peters
Strayhorse Ranch, LLC



6. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
7. 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.
8. 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.
9. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
10. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

11. In carrying out the terms of this Agreement, the Parties agree to comply with State Executive Order 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
12. 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.
13. 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.
14. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
15. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
16. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
17. In accordance with A.R.S. § 41-4401, the Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with A.R.S. § 23-214, Subsection A.

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.

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:  _____ Date: 10.10.13
Brady Peters

By:  _____ Date: 10-10-13
Jessica Peters

Mailing Address:



APPROVED:

Arizona Game and Fish Commission


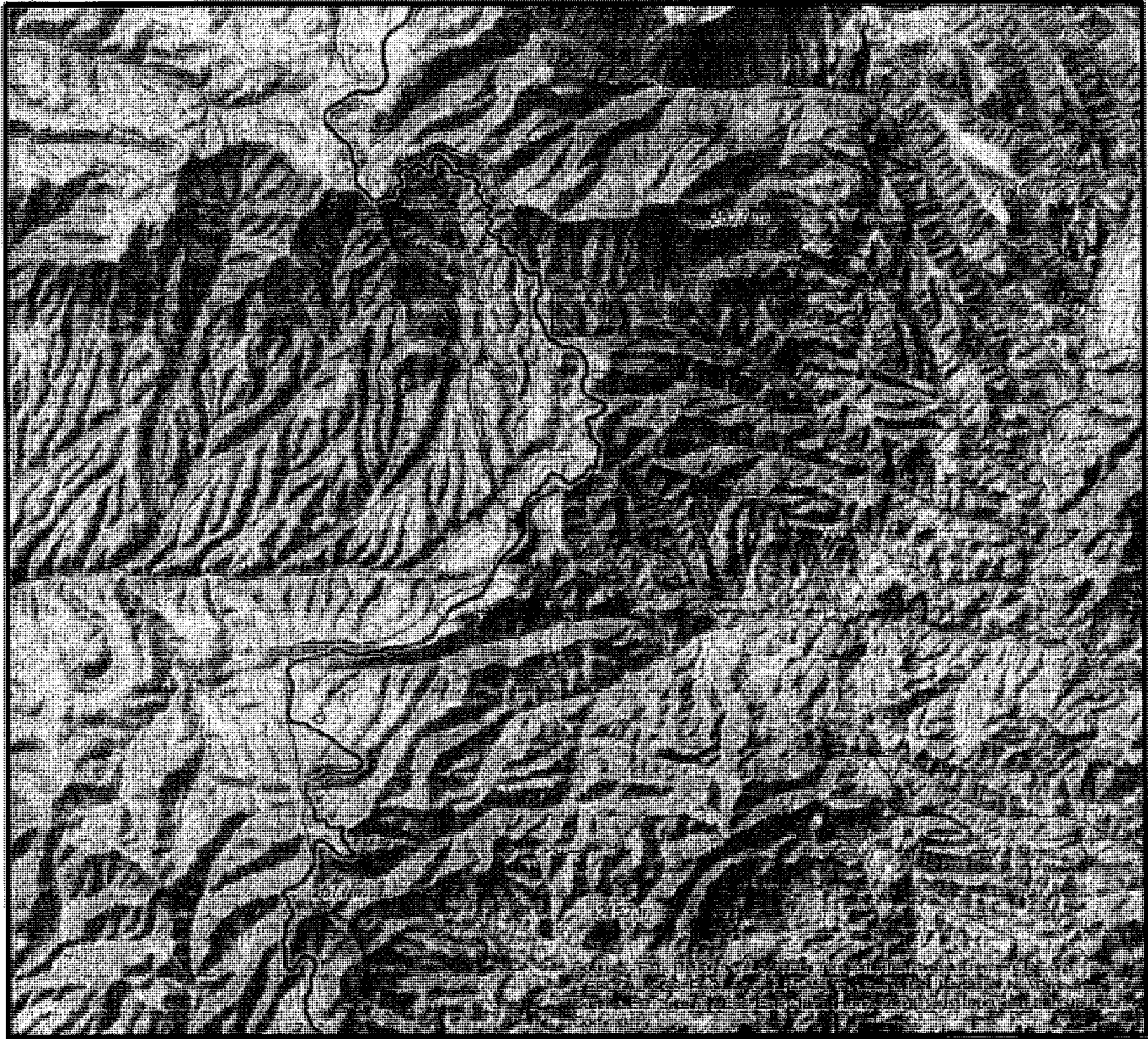





for By:  _____ Date: 7 OCT 13
SATD
Larry D. Voyles, Director
Arizona Game and Fish Department

Exhibit A



Legend

-  Water Development
-  Fence Improvements
-  Major Streams
-  Pasture Boundaries
-  AGFD Region 1

