

**EXHIBIT A**

**PARTNERS FOR FISH AND WILDLIFE PROGRAM  
LANDOWNER AGREEMENT**

**47 RANCH GRASSLAND HABITAT ENHANCEMENT PROJECT**

**Sub-Recipient Agreement to the Cooperative Agreement between the U.S. Fish and Wildlife Service and Borderlands Restoration (F16AC00448)**

This Landowner Agreement (Agreement), dated April 1, 2018, between Cross U Cattle Co. (Landowner), Borderlands Restoration (Cooperator), and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Cross U Cattle Co., owner of private land, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Cochise County, State of Arizona, described as follows: all of, or within, Section 19, Township 21 S., Range 25 E.

In signing this Agreement, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the Cooperator and the USFWS authority to complete the habitat improvement project or the Landowner may personally carry out management activities with financial or material support as described in attached Attachment A. Any donation of supplies, equipment, or direct payment from the Cooperator to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner or Cooperator, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on April 1, 2028. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$25,000.

**Landowner:**

The Landowner or his land manager, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner will notify the USFWS and other Cooperator of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner agrees to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the Landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permits. The Landowner and Cooperator agree to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structures.

The Landowner will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

**USFWS:**

The USFWS will work with the Landowner and Cooperator signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.



I/We, the Landowner, consent to having spatial information about this project shared with other conservation cooperators



I/We, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

Dennis M. Moroney, President, Cross U Cattle Co 5/18/18  
Dennis Moroney, 47 Ranch Date

Kurt Vaughn 5/10/18  
Kurt Vaughn, Borderlands Restoration Date

Jennifer Kaplan 5/18/2018  
Jennifer Kaplan, USFWS Partners for Fish and Wildlife Program Biologist Date

Yus Fardall 5/18/2018  
USFWS Field Supervisor Acting Date

## ATTACHMENT A

The habitat improvements described below are agreed to by Cross U Cattle Co., Borderlands Restoration, and the USFWS in a Landowner Agreement dated April 1, 2018.

### **Description of Habitat Improvement Project and Objectives:**

This project is located on 47 Ranch, approximately 10 miles west of the town of McNeal. The Ranch Headquarters are accessible from Davis Road. Not only is the project located on a working ranch, 47 Ranch works regularly with local high schools, various federal agencies, and holds two conservation easement. There are two conservation easements, protecting 2500 acres - roughly half the private land - at 47 Ranch. One is through the Arizona Land and Water Trust (funded by Fish & Wildlife) and the other is a grassland reserve through NRCS. The NRCS conservation easement includes this project site. The property is within the Fort Huachuca Sentinel Landscape, an important collaboration between the Departments of Interior, Defence, and Agriculture. This project supports one of the primary goals of the Sentinel Landscape which is to maintain working ranches in the area.

The project sits approximately 9 miles northwest of the Whitewater Draw Wildlife Area – which has earned Important Bird Area status by the state Audubon office. As the area of focus is within a significant tributary of the Whitewater Draw watershed, the objective of this project is to restore and enhance grassland habitat and groundwater recharge in an important link between the biologically rich Mule and Chiricahua Mountains. The site consists of drainages previously restored with rock Erosion Control Structures. These restored drainages were studied by University of Arizona scientists to determine the effectiveness of various rock structures.

The project is located within the Chihuahuan – Sonoran Semidesert Grassland where the grasses are typically shorter and less dense than species found in prairie grasslands. Most of this area is covered by deep alluvium washed in from the adjacent mountains.

There are two major erosion issues in this location, both leading to a loss of vegetation for both cattle and wildlife. First, a history of heavy grazing has resulted in a vegetative loss in the uplands. During heavy monsoon rain events, rainwater sheets across the land as runoff (see Photo 2). Sheet rainwater runoff collects in drainages, leading to channel incision (see Photo 3).

### **Proposed Work**

This project proposes to reduce erosion in drainages by constructing erosion control structures (ECS). It is anticipated that work will occur in five drainages, however project specifics may change as ground conditions are re-evaluated and environmental compliance on the project is completed. Each ECS is constructed of several parallel rows of rocks tightly placed on the soil surface so that they are incorporated into the bed of the eroding channel to be treated. Carefully placed rocks rest at right angles to the planned direction of flow, but remain passive to overtop flows, trapping organic-rich sediment and allowing water to infiltrate the channel bottom and banks, extending the hydro-period for plant establishment without detaining water, and without compromising the integrity of the structure. These structures are only one rock high in profile, but several rows wide. When placed in series according to landforms and observed water flows,

each structure supports the other, so that the land surface is effectively stitched together and habitat recovery can begin, and continue through colonization by native plants that benefit from increased moisture levels in the channel and along banks. These erosion control structures have been used throughout the state of Arizona with good success, as documented by NRCS, USFS, NPS, AZ Dept of Forestry and Fire Management, and local ranchers.

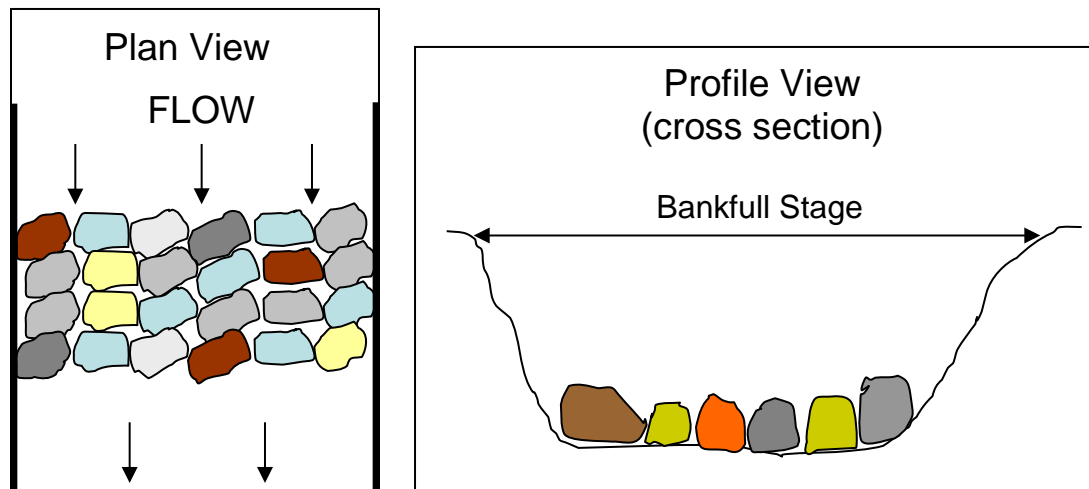


Figure 1: Schematic of a one-rock structure. Diagram on the left is a top down view while the diagram on the right is a cross-section view.

Approximately 200 small, loose rock and wooden ECSs will be installed on drainages running through the project site, and on the upland portions of the same drainages in order to further reduce erosive effects before water enters the channels. The length of the drainages that will have the ECSs installed range from 1,100 to 2,500 feet. Average width of drainages ranges from 5 to 10 feet. The ECSs will improve the retention of rich sediments and moisture and enhance the establishment of vegetation, in particular grass and native pollinator-supporting plant species, in and around the drainages that the landowner has identified as vulnerable and undergoing rapid degradation.

Rocks from outside the area will be obtained from a sand and gravel company. The area where trucks will unload rock material will be surveyed for sensitive plants and animals and cultural resources. The rocks will then be loaded either into smaller trucks or into wheelbarrows and hauled to the sites for placement, with pathways also cleared for cultural resources and strictly adhered to by site workers and volunteers. It is anticipated that 80 tons of rock will be purchased for the ECSs.

Impacts will only occur in eroded areas and great care will be taken to avoid any over-excavation or other disturbances to stable stream banks and beds. There will be short-term temporary impacts to vegetation in the drainages and on banks, and great care will be taken to avoid vegetated areas. If vegetated areas cannot be avoided those areas will be re-vegetated with native plants and/or seed. All equipment, materials and supplies will be clean of weeds and motorized equipment will have emergency spill equipment. All staging, fueling, and loading/unloading areas will be located away from the channel. Any upland sites disturbed will

be restored by decompacting and contouring the soil if needed and seeding with native plants.

In addition to reducing erosion in drainages, various methods will be tested for mitigating sheet erosion. Sheet erosion will be tested using two tried-and-true methods - application straw bales and earthen structures constructed by professional operators. A workshop will be held to train local ranchers, land managers, and machine operators in effective restoration techniques. Since 47 Ranch is so closely tied to the community, many visitors will have access to this site and its restoration lessons.

In summer 2018, the project will host student interns from BR’s Borderlands Earth Care Youth (BECY) Institute with students from Douglas High School who have been recruited, vetted and hired for the six-week program. Work at 47 Ranch will represent a major project-based, week-long learning module during which youth will learn from the landowner and improve habitat conditions on site for an intensive week while contributing to setting up monitoring photo points and other documentation to assist the landowner. Work remaining after the BECY program is completed will be undertaken immediately under supervision from BR’s internal Restoration Crew. The BECY Institute interns and BR Restoration Crew will train local contractors in a variety of restoration techniques. Early planning and design efforts with the landowner have already been undertaken on site, and have been used to train young interns and future project managers to undertake projects, supported by the new Borderlands Restoration Leadership Institute ([borderlandsinstitute.org](http://borderlandsinstitute.org)).

All work will be performed in accordance and compliance with existing local, state and/or federal regulations and in accordance with specifications provided by the Service.

The Period of Performance for this agreement is ten (10) years.

<b>Project Summary</b>	<b>Restoration</b>	<b>Enhancement</b>	<b>Establishment</b>	<b>Total</b>
Upland Acres:		50		50
Stream Channel miles		1		1

**USFWS will:** participate and collaborate jointly with the landowner and Borderlands Restoration in carrying out the scope of work, reviewing plans and project components including plant species and relevance to wildlife support; identify concerns or needs relative to adjacent lands biota [USFS, private land conditions, opportunities]; periodic site visits and regular communication with landowner and contractor; review report submissions and invoices for adherence to Agreement and project plans; seek opportunities to improve project and explore ways to extend benefits of techniques and processes to other landowners in region.

**The Landowner will:** organize and direct all volunteer labor and material donations; supervise proper planting of native species and construction of effective erosion control structures; manage budget and other fiscal responsibilities in a legal and transparent manner; keep records of volunteer work, expense reports and receipts, and billing requirements; provide outreach and education materials and host demonstration visits to the site during and after construction; and

monitor the success of the work indefinitely.

**Borderlands Restoration will:** help oversee the work of the students from Borderlands Earth Care Youth (BECY) Institute to ensure the work is being properly and safely conducted. They will also assist with technical design and general supervision of the project. Borderlands Restoration will help with obtaining Army Corps of Engineers 404 permit necessary for the project. Additionally, Borderlands Restoration will help with administration and monitoring of the project.

**Budget Table:**

Object Class Categories <sup>a</sup>	Partners			
	Landowner In-kind cost share	USFWS Partners Program	Other Non-USFWS Borderlands Restoration Cost share	Totals
Personnel	\$4,000	\$18,000	\$4,000	\$26,000
Fringe benefits	\$	\$	\$	\$
Travel	\$	\$1,000	\$	\$1,000
Equipment	\$5,000	\$	\$	\$5,000
Supplies	\$	\$6,000	\$	\$6,000
Contractual	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Totals</b>	\$9,000	\$25,000	\$4,000	\$38,000

<sup>a</sup> The total cost-share by Borderlands Restoration, the USFWS, and the Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:**

*Personnel: \$26,000*

47 Ranch cost share = 100hrs @ \$40/hr = \$4,000 Project support, guidance, participation

BR staff cost share contributions to project planning, implementation, and supervision, 100hrs @ \$40/hr = \$4,000

USFWS funding

BR staff = 75hrs @ \$40/hr = \$3,000

Project planning, implementation, supervision

BR Youth Crew = 12 people at \$5,000/week for 3 weeks = \$15,000

Project implementation, supervision

*Benefits* [Employee Related Expenses—payroll taxes, workmen's comp]: Included in Personnel

*Travel: \$1000*

USFWS funding

Approximately 15 100mile round trips to 47 Ranch @ .50/mile = \$750

Approximately 20 25mile round trips for woody material @ .50/mile = \$250

*Equipment: \$5000*

47 Ranch match contribution for use of on-site tools, equipment 100hrs @ \$50/hr = \$5000

*Supplies: \$6000*

USFWS funding

4 loads of rock @ \$ 750/load = \$3000

10 pallets of straw bales @ \$200/pallet = \$2000

4 weeks of camp supplies @ \$250/week = \$1000





Figure 1: Overview map of project location. The 47 Ranch is located approximately 12 miles east of the town of McNeal and is in the Southern Arizona Focus Area for the Arizona Partners Program.



U.S. Fish and Wildlife Service

**47 Ranch Erosion Control Project**

31.5978 , -109.8530

31.5978 , -109.8389



31.5851 , -109.8530  
Mon Mar 19 2018

31.5851 , -109.8389



Figure 2: Aerial map of approximate project location. Work will occur in the uplands and ephemeral drainage.