

When Recorded Mail To:

The Nature Conservancy
Attn: Kristen Ross
1510 E. Fort Lowell Road
Tucson, AZ 85719

LEASE AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
THE NATURE CONSERVANCY

C- _____

THIS LEASE AGREEMENT ("Lease") is made and entered into between Maricopa County, a political subdivision of the State of Arizona (hereinafter referred to as "County") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation doing business by and through its Arizona Program ("TNC") together hereinafter referred to as "Parties" or individually as a "Party".

RECITALS:

WHEREAS, County is authorized to enter into this Lease pursuant to A.R.S. §11-201 (A.2), 11-251(45), 11-932 and 11-933; and

WHEREAS, TNC is authorized to enter into this Lease pursuant to its internal delegations of authority currently in effect; and

WHEREAS, County, through its Parks and Recreation Department (hereinafter referred to as "MCPRD") provides responsible stewardship, quality parks, trails, outdoor education programs, services and recreational opportunities to the public; and

WHEREAS, TNC is a conservation organization working to protect ecologically important lands and waters for nature and people and is the owner of the entire Hassayampa River Preserve at Vulture Mountains Recreation Area (hereinafter referred to as "HRP"), reflected in the attached Exhibit A. TNC has conservation expertise and has provided conservation management, oversight and resource management guidance on HRP lands since its acquisition of portions of HRP in 1989; and

WHEREAS, the Parties have established a cooperative relationship and mutual objectives as defined in that certain Cooperative Agreement effective as of April 6, 2016, a copy of which is attached hereto and incorporated herein as, as Exhibit B (hereinafter referred to as the "Cooperative Agreement"), and Hassayampa River Preserve Site Master Plan as approved by The Nature Conservancy and the Maricopa County Board of Supervisors dated _____ as the same may be amended from time to time (hereinafter referred to as the "Master Plan"), to achieve integrated management of HRP that emphasizes its natural, cultural, historic, and wildlife resources and the sustainability of traditional uses, while embracing compatible recreational, educational, and commercial visitor services. In these documents, the Parties have

committed to undertake certain activities towards effective conservation and management of HRP, including the execution of this Lease upon mutually agreed upon terms and conditions as defined in the Cooperative Agreement; and

WHEREAS, HRP consists of a total of approximately 789 acres. A portion of HRP will be transferred in fee title to County concurrent with the execution of this Lease as described in the Agreement to Donate. Portions of HRP were acquired by TNC through an agreement with the U.S. Army Corps of Engineers and are subject to the In-Lieu-Fee Mitigation Program (ILF) requirements and shall be retained by TNC for a period of time. The remainder of HRP totaling approximately 636 acres (the "Leased Property") are the subject of this Lease. The Leased Property is depicted on the attached Exhibit C; and

WHEREAS, the Parties have finalized the Master Plan which is intended to integrate management of HRP into the greater Vulture Mountains Cooperative Recreation Management Area Master Plan previously approved by County in 2012; and

WHEREAS, the Parties acknowledge that this Lease will require administrative action from time to time to carry out the spirit and intent of the Lease, County's Director of MCPRD and TNC's State Director or designee are hereby given the authority and charged with the responsibility for proper administration of this Lease, whether or not specific authority is granted in any provision of this Lease.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, TNC hereby and County hereby agree to the following:

LEASE TERMS:

1. Lease. The Recitals set forth above are hereby incorporated in this Lease. Subject to the terms and conditions set forth herein, TNC hereby leases the Leased Property and any structures thereon to County to facilitate management of HRP and to undertake conservation activities and other approved activities as defined in the Master Plan in furtherance of the Parties' missions.
2. Term. The commencement date of this Lease shall be the date of the last Party's signature (the "Commencement Date") and terminate approximately five (5) years later (December 31, 2021) unless terminated early or extended pursuant to the provisions contained in this Lease (the "Lease Term") or transfer of fee ownership of the Leased Property to County. This Lease is subject to termination pursuant to A.R.S. §38-511.
 - a. Land Conveyance. At the end of the initial Term or sooner, parties shall determine the terms of conveyance of the Lease Property or initiate a Term Renewal.
 - b. Term Renewal. Unless written notice of conveyance or nonrenewal is given to the other Party no later than sixty (60) days prior of the end of this Lease Term, the Lease Term shall be automatically renewed for an additional period of ten (10) years and upon the same terms and conditions as set forth herein with such amendments as TNC and County deem desirable at that time.
 - c. Term Extension. By written notice to other Party no later than sixty (60) days prior to the end of the Lease Renewal, either Party may initiate an extension to the term of this Lease for an additional period less than ten (10) years mutually agreed upon between

the Parties and upon the same terms and conditions as set forth herein with such amendments as TNC and County deem desirable at that time. Such extension must be in writing, signed by both Parties, prior to the termination of the current Lease Term.

- d. Taxes. During the Lease Term, the County shall be responsible for paying any real estate or any other taxes that become due to any taxing authority for the Leased Property and for any permitted uses thereon.

3. Fees. In consideration for the terms and conditions contained in this Lease, TNC hereby leases the Leased Property to County for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by TNC.

4. Use and Management of Leased Property. The Parties agree that use and management activities in the Master Plan are specifically allowed on the Leased Property. Further, the Leased Property shall be subject to and compliant with the Master Plan as approved by TNC and County, as the same may be amended from time to time. The Master Plan and any amendments or revisions thereto, including all attachments and exhibits is incorporated herein by reference and made a part hereof. County shall not make or permit any use of the Leased Property that will be unlawful, improper, contrary to any applicable law or ordinance, or is inconsistent with the Master Plan. Further, County shall not employ any grazing, range management, weed control, materials or waste management, or construction methods that would cause a significant adverse impact on the water or habitat quality of the surrounding area as described in the Master Plan. In the event of a conflict between the terms of the Master Plan and the terms of this Lease with regard to the Leased Property's use and management, the terms of Master Plan shall prevail. For future use, there are no associated water rights for this Leased Property.

5. Condition and Maintenance of the Leased Property. County will carefully protect the Leased Property and will promptly, at the expiration of this Lease, yield possession of the Leased Property in a similar condition as Leased Property now is or may be placed at any time during this Lease, ordinary wear exempted. The condition at time of lease shall be documented by a report that will be prepared and approved in writing by TNC and County, and this report shall be kept on file at TNC and County offices.

6. Conservation Values. County acknowledges that the Leased Property has significant natural, scenic, open space, ecological and scientific values that are of great importance to TNC and the State of Arizona (the "Conservation Values"). Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Leased Property:

- a. Construction of Buildings, Structures and Roads. Construction or placement of any Building, structures or roads within the Leased Property.
- b. Parking of Recreational Vehicles. The temporary parking of recreational camping vehicles, or use of areas for recreational camping.
- c. Dumping. The dumping, storage or other disposal of non-compostable refuse, trash, sewer sludge or toxic materials or agrichemicals.
- d. Commercial/Industrial Uses. The establishment of any permanent commercial or industrial uses of the Leased Property.

- e. Chemicals, Biocides, Biological Agents, and Fertilizers. Application of herbicides, pesticides, fungicides, biocides, defoliants, chemical fertilizers, or other chemicals is prohibited on the Leased Property except as follows:
- (a) Biocides. Herbicides, pesticides, fungicides, biocides and defoliants (collectively, "Biocides") may be used to manage and/or control county, state or federally-designated noxious weeds, invasive plants and/or invasive woody species, state approved list of invasive alien plant species or animals or, if such list ceases to be published, a similar list promulgated by the state or the federal government, which TNC shall notify, within thirty (30) days of such list being released to the public, the County is the list that shall be binding on the County for purposes of this section, non-native plants, pathogens, or pests on the Leased Property, for forestry, landscaping, and habitat preservation uses using accepted habitat management and/or forestry practices, provided the use of such Biocides is designed to minimize the impact on the Conservation Values of the Leased Property. Any Biocide use as described in this Paragraph shall be: (i) in compliance with all applicable federal, state, and local statutes and regulations, (ii) in those amounts and with a frequency of application that constitutes the minimum necessary for control; (iii) applied consistent with label instructions, and (iv) consistent with the Conservation Values as determined by TNC. Notwithstanding the foregoing, there shall be no indiscriminate broadcast spraying of Biocides. Without the prior written approval of TNC, Biocides may be used by targeted applications (including by gun or boom nozzles) only. Broadcast spraying of Biocides, including aerial applications, may be permitted with prior written approval by TNC, provided that, at a minimum, the following conditions are met: (a) targeted treatment is not practical because of the severity of the infestation or infection; (b) timing of application is scheduled to minimize damage to non-target species; and (c) type of Biocide used has the least impact to non-target species while still being effective in controlling target species or pathogens. TNC shall have sole and absolute discretion in granting or denying broadcast spraying of Biocides.
 - (b) Biological Agents. Use of biological weed and insect control agents is permitted, subject to prior written approval of TNC or as agreed to in the Master Plan.
 - (c) Fertilizers. The use of chemical and/or organic fertilizers is permitted with the prior written approval of TNC or as agreed to in the Master Plan, provided that use of fertilizers, including, but not limited to, the amount, frequency, and manner of application, shall be in accordance with the labeling instructions and all applicable laws and regulations, and that fertilizer use is not intended to injure or destroy the naturally occurring ecosystem, beyond the effects associated with the intended use of such fertilizers, as used in reasonable farming practices.
 - (d) Conversion of Native Vegetation. Conversion of native vegetation to exotic cover species or the introduction of non-native plant species; farming, plowing or any type of cultivation is prohibited except pursuant to the terms and conditions of a Restoration/Enhancement/Research Plan (as that term is defined in the Master Plan). Plowing or other cultivation is permitted where it may be necessary for the restoration or enhancement of the Conservation Values in the event of their degradation or destruction, or for a scientific, educational and/or historic project.
 - (e) Introduction/Release of Non-native Animal Species. Introduction or release of

nonnative animal species.

- (f) Cutting of Native Vegetation. Cutting, removing, or destruction of native vegetation except as follows:
- (g) Harvesting Timber. The selective harvesting of timber is permitted for the following purposes: controlling forest disease; protecting persons or property from the hazards of falling trees or branches or wildfire; maintaining existing fields and open pastures; and, subject to TNC's prior written approval, enhancing wildlife habitat as described in the Master Plan.
- (h) Mining. Filling, excavating, dredging, mining, drilling, and the exploration for or extraction of minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property.
- (i) Changing the Topography of the Property. Changing the topography of the Property by placing on it or removing from it any soil, dredging spoils, land fill, or other material.

7. Access. TNC shall have the right to access the Leased Property to undertake conservation activities. Additionally, TNC retains the right of access over and across the Leased Property to access portions of HRP to which TNC retains fee title or management responsibilities.

8. Default; Termination. If County defaults or otherwise violates the covenants and agreements set forth herein or the terms and conditions of the Master Plan as they apply to the Leased Property, then TNC shall have the right to terminate this Lease. If it so elects, TNC shall give County written notification of its election to terminate the Lease, and County shall have thirty (30) calendar days from the date of notification to cure the default or violation, should the Parties agree that a cure exists at all. If the violation is not cured or TNC has not granted an extension within those thirty (30) calendar days, the Lease shall be considered terminated, in which event, neither Party shall have any further rights or obligations hereunder except as otherwise expressly provided. TNC may then give thirty (30) calendar days' notice for County, its agents, employees and equipment to vacate, at County's sole cost and expense, and may re-lease the Leased Property to another party, without prejudice to TNC's other remedies at law or in equity.

9. Condemnation. TNC and County agree that if the Leased Property shall be taken or condemned for public or quasi-public use or purpose (or purchased in lieu of any such taking or condemnation), this Lease shall terminate on the date on which County is deprived of possession of the Leased Property and neither Party shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If a portion of the Leased Property is taken or condemned for public or quasi-public use or purpose (or purchased in lieu of any such taking or condemnation) and such partial taking or condemnation materially interferes with the County's ability to continue its business on the Leased Property, then County shall have the right to cancel this Lease by providing TNC with written notice thereof within thirty (30) days after possession thereof is taken by such condemning authority, in which event this Lease shall terminate and neither Party shall have any further rights or obligations hereunder except as otherwise expressly provided. If such a partial taking occurs and this Lease is not canceled, this Lease shall cease as to the portion of the Leased Property so taken. In the event of any such taking or condemnation (or purchase in lieu thereof), County shall have no claim against TNC

and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation and County hereby assigns to TNC all its right, title and interest in and to any such award or payment.

10. Limitation on Liability; Indemnification. Except for TNC's negligent use of the Leased Property by TNC, TNC's guests, invitees, licensees or agents or in connection with this Lease, TNC, its affiliates, partners, officers, directors, members, trustees, employees, and agents shall have no liability for and shall not assume any liability or responsibility with respect to the conduct or operation of the business to be conducted on the Leased Property and shall have no liability for any claim of loss of business or interruption of operations or any consequential damages or indirect losses whatsoever. Further, except for TNC's negligent use of the Leased Property by TNC's guests, invitees, licensees or agents or in connection with this Lease, TNC, its affiliates, partners, officers, directors, members, trustees, employees, or agents shall have no liability and shall not assume any liability or responsibility with respect to the conduct or operation of County's business or educational facilities to be conducted on the Leased Property and shall have no liability for any claim or loss of business or interruption of operations, or any consequential damages for indirect losses whatsoever. Any property or personal effects placed or stored in or about the Leased Property shall be at the sole risk of County, and TNC, its affiliates, employees, and agents shall not be responsible or liable for such property. County shall hold TNC harmless from any and all manner of actions, claims, demands or suits incurred by TNC in connection with County's negligent use of the Leased Property by County, County's guests, invitees, licensees or agents or in connection with this Lease. TNC shall hold the County harmless from any and all manner of actions, claims, demands or suits incurred by the County in connection with TNC's negligent use of the Leased Property by TNC, TNC's guests, invitees, licensees or agents or in connection with this Lease. County shall obtain bodily injury and property damage liability insurance in a responsible company in an amount consistent with the custom and usage of the area. Such insurance coverage shall provide for TNC to be a named insured during the term of the Lease only. This Paragraph shall survive the expiration or any termination of this Lease. The Parties acknowledge that Maricopa County is self-insured as provided in A.R.S. §11-981 and that this self-insurance fully complies with the requirements under this section.

11. Liability. Except for TNC's negligent use of the Leased Property by TNC's invitees, licensees or agents or in connection with this Lease, it is agreed that TNC shall not be liable or responsible in any way for any injury to person or damage to or loss or theft of property sustained in or about the Leased Property however the same may be caused. TNC agrees to obtain and maintain in effect throughout the Initial Term and any subsequent Term, casualty, public liability, contractual liability (specifically insuring the indemnity provisions contained herein), and such other insurance as the TNC reasonably decides to be necessary or desirable for the protection of the interests of TNC and County. Public liability insurance shall include bodily injury, property damage and personal injury coverage in amounts not less than those carried in the form and coverage amounts commonly carried by reasonable owners of properties similar in type, location and value, whatever amount is highest.

12. Minerals Ownership. County cannot assume any risk associated with the mineral owner's potential development of any minerals on or under the Leased Property and shall not be liable for any damages to the Leased Property due to mining activities. County agrees not to consent to any mineral exploration or development on the Leased Property nor to hold itself out as an agent for doing so. County will direct any mineral inquiry to TNC and defer to TNC for all such decisions and authorizations.

13. Utilities. Presently there are no utilities on the Leased Property. County agrees to pay the cost for all future utilities and services to the Leased Property as agreed to by the Parties.
14. Rules and Regulations. County agrees to comply with all rules and regulations of TNC relating to the Leased Property and TNC will incorporate Maricopa County Parks & Recreation Department Park Rules ("Park Rules"), that are at any time posted on the Leased Property or delivered to the Parties. County shall not use the Leased Property for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violating any law or ordinance, or committing a waste or nuisance on or about the Leased Property in violation of law.
15. Alterations. All administrative and operational functions shall be implemented through an annual management plan (hereinafter referred as "Annual Operations Plan" or "AOP") as included in the Master Plan as an appendix. The purpose of the AOP is to identify management and operational procedures to allow greater flexibility in adapting to changes in business practices, economic climate, technology and recreation trends. County shall not make any alterations in or about the Leased Property, unless included in the Master Plan.
16. Possession. If TNC is unable to deliver possession of the Leased Property on the Commencement Date, such date shall be extended to a date on which possession is made available to County.
17. Surrender. Upon expiration or earlier termination of this Lease, County shall:
- a. Give TNC all copies of all keys or opening devices to the Leased Property, including any common areas; and,
 - b. Vacate the Leased Property and surrender it to TNC empty of all persons and animals, if any; and,
 - c. Vacate any/all buildings and/or storage spaces; and,
 - d. Deliver the Leased Property to TNC in the same condition as referenced in Paragraph 5 general wear and tear excepted; and,
 - e. Cooperate with TNC and do all things and perform all tasks necessary to surrender the Leased Property back to TNC.
18. Personal Property. If County shall not remove all of County's furniture, personal property or other effects ("Personalty") from the Leased Property at the expiration or earlier termination of this Lease, TNC may, at its option upon thirty (30) calendar day notice to County, remove all or part of such Personalty in any manner that TNC shall choose and store or dispose of the same without liability to County for loss thereof. County shall be liable to TNC for all expenses incurred in such removal, storage and disposal and shall pay the same to TNC upon demand.
19. Attorneys' Fees. In any action or proceeding arising out of this Lease, the prevailing Party between TNC and County shall be entitled to reimbursement for reasonable attorneys' fees and costs.
20. Notices. Notice from one Party to the other shall be deemed to have been properly given if mailed by first class or certified mail, postage prepaid, to the other Party at the

respective addresses which appear in this Lease or to any other individual or location specified by TNC in writing to County or by County to TNC. Email communication alone shall not be sufficient to be considered proper notice.

For TNC:

Director, Land Protection
The Nature Conservancy
1510 E. Fort Lowell Road
Tucson, AZ 85719
Phone: (520) 622-3861
Fax: (520) 620-1799
Email: hreading@tnc.org

For County:

Operations Manager
Maricopa County Parks and Recreation Department
41835 N. Castle Hot Springs Road
Morristown, AZ 85342
Phone: (928) 501-9202
Fax: (602) 372-8596
Email: jenniferwaller@mail.maricopa.gov

21. Severability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

22. Assignment. County will neither sublet the Leased Property nor any part thereof, nor transfer or assign this Lease, without obtaining advance written consent of TNC in each case, which consent may be withheld in TNC's sole discretion. County shall not permit any transfer, by operation of law, of the interest in the Leased Property. TNC retains the right to transfer the Leased Property leased hereunder and shall have the option to assign this Lease to the transferee. In the event of TNC's transfer or assignment to this Lease, TNC shall provide County with written notice of such transfer or assignment, including contact information of the transferee or assignee, within thirty (30) calendar days of said transfer or assignment. TNC's consent to any one assignment, transfer, or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease, and does not release County of County's obligation under this Lease.

23. Waiver. The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

24. Amendment. If circumstances arise under which an amendment to or modification of the Lease would be appropriate, County and TNC may jointly amend the Lease provided such amendment is in writing duly executed by both Parties.

25. Entire Lease. All prior agreements between TNC and County related to the Leased Property contemplated herein are incorporated in this Lease, which constitutes the entire contract. It is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The

Parties further intend that this Lease constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease unless mutually agreed upon between the Parties and upon the same terms and conditions as set forth herein with such amendments as TNC and County deem desirable at that time. The buildings on the Leased Property were constructed prior to 1978. In accordance with federal law, TNC gives, and County acknowledges receipt of, the disclosures on the attached form and of a federally approved lead pamphlet.

26. Insurance. County's personal property and vehicles are not insured by TNC against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. County is to carry its own insurance (renter's insurance) to protect County from any such loss.

27. Headings. The headings appearing at the beginning of each paragraph of this Lease are intended only for convenience of reference and are not to be considered in construing this Lease.

28. Venue; Governing Law. The proper venue for any proceeding at law or in equity or under the provisions for arbitration shall be Maricopa County, Arizona and TNC and County hereby waive any right to object to venue. This Lease shall be construed in accordance with and be governed by the laws of the State of Arizona.

29. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above mentioned.

TNC (LESSOR)

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By _____

Its _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ Day of _____, 2016 by _____ as _____ and attesting officer of **THE NATURE CONSERVANCY, a District of Columbia non-profit corporation.**

NOTARY PUBLIC

NOTARIAL SEAL/EXPIRATION:

**COUNTY (LESSEE)
RECOMMENDED BY:**

MARICOPA COUNTY PARKS AND RECREATION DEPARTMENT

Name: RJ Cardin
Title: Maricopa County Parks and Recreation Director

Date

APPROVED BY:

MARICOPA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

Approved as to Form:

Attorney for Maricopa County

Date

Exhibit A
Hassayampa River Preserve

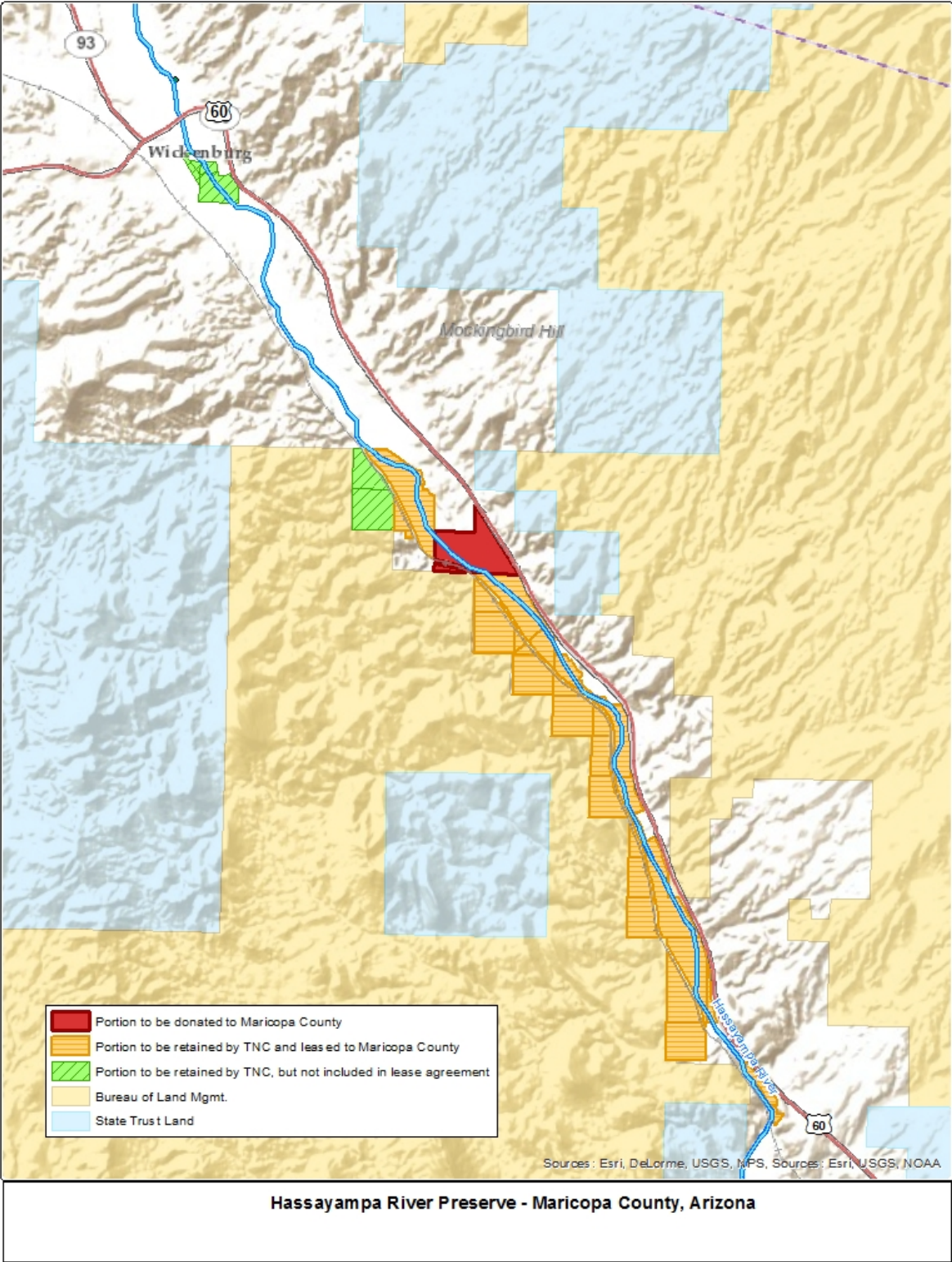


Exhibit B
Cooperative Agreement

Agreement No.

C-30-16-018 M-w
Cooperative Agreement

Between

Maricopa County for the benefit of its
Parks and Recreation Department

and

The Nature Conservancy
for the
Hassayampa
River Preserve
At Vulture Mountains Recreation Area

This COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between the County of Maricopa, a political subdivision of the State of Arizona (hereinafter referred to as "County") and The Nature Conservancy, a District of Columbia, non-profit Corporation (hereinafter referred to as "TNC"), together hereinafter referred to as "Parties" or individually as a "Party".

RECITALS

WHEREAS, the County is authorized to enter into this Agreement pursuant to A.R.S. §§§11-201, 11-251 and 11-933.

WHEREAS, the County, through its Parks and Recreation Department (hereinafter referred to as "MCPRD") provides responsible stewardship, quality parks, trails, outdoor education programs, services and recreational opportunities to the public.

WHEREAS, TNC is a conservation organization working to protect ecologically important lands and waters for nature and people and is the owner of the Hassayampa River Preserve (hereinafter referred to as "HRP") and reflected in **Exhibit A** to this Agreement. TNC has conservation expertise to provide oversight and resource management guidance on HRP lands.

WHEREAS, HRP consists of approximately 789 acres, a portion of which was acquired through an agreement with the U.S. Army Corps of Engineers and are subject to the In-Lieu-Fee Mitigation Program (ILF) requirements (97 acres of ILF Mitigation lands) and reflected in **Exhibit A** to this Agreement. The portion of HRP that will be subject to this Agreement includes the portions of HRP that will be transferred in fee title to the County and the lands that will be leased to the County, in accordance with separate

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agreements, and specifically excludes the ILF Mitigation lands. All of these portions of HRP that shall be subject to this Agreement shall together hereinafter be referred to as the "Managed Lands."

WHEREAS, the Parties recognize that HRP is comprised of regionally significant resource areas that provide a variety of distinctive environmental, educational and recreational opportunities.

WHEREAS, TNC and MCPRD agree that a collaborative relationship between the Parties will benefit users and allow the Parties to coordinate recreation and resource management over Managed Lands.

WHEREAS, the Parties intend to establish a cooperative relationship and mutual objectives to achieve management of the Managed Lands that emphasizes its natural, cultural, historic, and wildlife resources and the sustainability of traditional uses, while embracing compatible recreational, educational, and commercial visitor services.

WHEREAS, the Parties acknowledge that this Agreement will require administrative action from time to time to carry out the spirit and intent of the Agreement, the County's Director of MCPRD and TNC's State Director or designee are hereby given the authority and charged with the responsibility for proper administration of this Agreement, whether or not specific authority is granted in any provision of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree to work cooperatively and collaboratively towards mutual goals and objectives towards conservation of the Managed Lands in the following manner:

AGREEMENT:

1. **Recitals.**

The above Recitals by this reference shall be incorporated herein and made a part of this Agreement.

2. **Timetable.**

The Parties agree to work together towards completing the following within an agreed upon timetable:

a. Master Plan.

The Parties will develop a Master Plan to provide for management of the Managed Lands that emphasizes its natural, cultural, historic, and wildlife resources and the sustainability of traditional uses, while embracing compatible recreational, educational, and commercial visitor services.

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- i. The Master Plan will describe the conservation values, acceptable recreational uses and facilities enhancement needs of the Managed Lands and identifies the management actions to reach the desired outcomes of the Parties.
- ii. The Cooperative Management Plan, which shall be appended to the Master Plan and incorporated therein by reference will define the responsibilities that each Party has for the lands they own or manage, with MCPRD being the Party responsible for the primary management within the Managed Lands.
- iii. In the event any authority of any governmental agency is repealed, modified or changed to the extent that the Master Plan cannot be effectively continued or implemented, all Parties will meet at minimum within 90 days to develop a strategy to acquire the necessary authority. In the event additional authority cannot be acquired within a reasonable time frame, a plan amendment will be initiated to determine the future course of recreation management of the Managed Lands.

b. Fee Title Transfer of Visitor Center Parcel.

TNC will transfer approximately 77-acres of HRP from TNC to the County for a visitor center (the "Visitor Center Parcel") upon mutually agreed upon terms and conditions.

c. Conservation Easement in favor of TNC.

Contemporaneously therewith, the County will also encumber the Visitor Center Parcel with a Conservation Easement in favor of TNC upon mutually agreed upon terms and conditions. The purpose of Conservation Easement is to preserve and protect in perpetuity, to enhance upon mutual agreement, and in the event of their degradation or destruction, to provide for restoration of the Conservation Values of such property as agreed upon between the parties to this Agreement.

d. Lease in favor of the County.

The parties will further negotiate a lease agreement for the Managed Lands in favor of the County to facilitate overall management of the Managed Lands.

e. Annual Management Plan.

All administrative and operational functions for the implementation of the Master Plan will be implemented through an annual management plan

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(hereinafter referred as "Annual Management Plan" or "AMP"). The purpose of the AMP is to identify management, operational procedures and methodologies to clarify responsibilities, understandings and actions as they pertain to the Managed Lands in place for the year that advance the overall development of the project. The AMP will allow for annual revisions and practices, procedures and duties as new phases are developed. The AMP will also allow for greater flexibility in adapting to changes to environmental conditions in business practices, changes in economic climate, technology and recreation trends. The AMP is to be consistent with the terms of this Agreement and the Master Plan.

- i. The AMP shall remain in effect until superseded by a new AMP in the following year. No variation to or deviation from the AMP will be implemented until an AMP amendment has been approved by MCPRD and TNC. If no significant changes are needed from year to year an AMP, or portions thereof, may be carried over with written approval from both Parties.
- ii. The AMP will include, but will not be limited to, annual plans for planning activities, resource allocation, trails, operations, site planning, natural resource monitoring and mitigation, marketing and media goals.

3. Term.

The Parties will work together in good faith to complete the above-listed transactions and documentation within the term of this Agreement, which shall commence upon the date upon which the last Party executes this Agreement and terminates five (5) years therefrom. This Agreement shall automatically renew for an additional one (1) year period at the end of that the 5-year period unless either Party gives sixty (60) days' written notice to the contrary prior to the end of the term. This Agreement may be terminated by either Party upon sixty (60) days written notice from either Party, with or without cause. This Agreement is subject to termination pursuant to A.R.S. §38-511.

4. Responsibilities.

- a. County through its MCPRD SHALL:
 - i. Manage the Managed Lands as outlined and prioritized in the Master Plan and provide funding through grants, donations, fees and charges, and County general funds as available for capital improvements as outlined in the Master Plan. Provide on-the-ground presence and primary responsibility in implementing management of outdoor education and recreational activities on the lands and waters within the Managed Lands.

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- ii. Manage the Managed Lands in conformance with the revised and approved Master Plan and AMP.
- iii. Participate in resource monitoring and enhancement actions to include cooperative efforts with all other Parties.
- iv. Collect and deposit all recreation use, special use, concession/souvenir agreement and permit fees ("Fee Revenue") and donations within the Managed Lands. All Fee Revenue and donations generated will be used in the administration, recreation and resource management, and development of lands and resources within the HRP. Fees shall be consistent with benchmark fees established for similar, conservation areas, regional parks and recreation areas.
- v. Furnish TNC with reports on an annual basis in a manner mutually agreed upon, which shall include but not be limited to visitor use data showing numbers of visits and user days by activity, amount of Fee Revenue and donations that are being collected and deposited, and the purposes for which all Fee Revenue and donations generated on the HRP administered lands are being expended.
- vi. Work cooperatively with the Parties in the development of any proposed regulations for the Managed Lands prior to their approval by the Maricopa County Board of Supervisors, as per A.R.S.11-935, and consent by the Arizona Chapter of TNC, through approval by the State Director.
- vii. Implement and enforce applicable Federal, State, and County laws and regulations as well as Park rules on lands within the Managed Lands. Initiate the process necessary to develop regulations, collect fees, and manage and enforce recreation use of the Managed Lands. This is to be done in accordance with this Agreement, as authorized by A.R.S.-11-935, and consistent with the Master Plan.
- viii. Consult with TNC prior to undertaking any anticipated or planned management actions beyond the scope of the Master Plan so that a plan amendment or plan addendum can first be completed.
- ix. Provide law enforcement for the Managed Lands.
- x. Coordinate with the Arizona State Historic Preservation Office (SHPO) on any proposed ground disturbing activity to engage in

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the necessary coordination and consultation under the State Protocol to identify and protect historic sites in the Managed Lands.

b. TNC shall:

- i. Work closely with MCPRD to ensure that all HRP lands either transferred in fee, leased to the County or retained by TNC are managed pursuant to and aligned to the goals and objectives of the Master Plan.
- ii. Approve final construction plans within the Managed Lands.
- iii. Provide guidance on the effects of visitor use on the conservation values of the property. Establish visitor use limits in the Cooperative Management Plan chapter of the Master Plan.
- iv. Provide the lead role in implementation of identified mitigating measures as defined in the Master Plan.
- v. Provide resource management expertise for implementation and monitoring of resource-specific actions as identified in the Master Plan.
- vi. Provide technical assistance in identifying and developing funding opportunities that may be available to the County to the extent that such opportunities do not compete with funding requests and proposals available to TNC.

5. General Terms and Conditions.

a. Designation of Authorized Representative.

Each Party shall designate an authorized representative to serve as principal contact for this Agreement and that person is identified in Paragraph 5.f. below.

b. Signage; Publicity.

The Parties shall coordinate the development of signage, publicity, brochures, maps and other collateral materials for HRP in compliance with applicable regulations and internal corporate policies and procedures. Each Party shall receive equitable recognition in all materials produced.

c. Annual Review of Master Plan.

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The Parties will review and evaluate the Master Plan annually to determine progress in meeting and maintaining consistency with the plan vision and objectives. An amendment of the Master Plan will be required when a change in type or degree of development, the use allocation, or the overall recreation character of the recreation area occurs. All amendments to the Master Plan must be jointly prepared by the Parties, have appropriate public involvement, and approved in writing by the Parties.

d. Monitoring.

The Parties will undertake resource monitoring and enhancement activities as a cooperative effort within the Managed Lands. This should include but is not limited to determining the limits of acceptable change along with a monitoring and implementation plan.

e. Timeliness of Requested Review.

The Parties will respond in a timely manner to requests for specific review and concurrence on recreation site development plans and assist in any associated environmental compliance requirements for such plans.

f. Participation in Similar Activities.

This instrument in no way restricts TNC, County and MCPRD from participating in similar activities with other public or private agencies, organizations, and individuals.

g. Responsibilities of Parties.

The respective Parties will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

h. Combination of Funds.

The Parties may choose to combine efforts and/or funds to take advantage of economics of scale, improve objective completion timeliness

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or for other reasons that benefit the Parties. Such activities that cause the transfer of funds from one entity to the other shall be implemented by a separate instrument.

i. Notice: Contacts.

Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered electronically by email with a request for delivery receipt for message.

For TNC: Director, Land Protection
1510 E. Fort Lowell Road
Tucson, AZ 85719
Phone: (520) 622-3861
Fax: (520) 620-1799
Email: hreading@tnc.org
Copied to kross@tnc.org

For MCPRD: Operations Manager
48135 N Castle Hot Springs Road - Unit
Operations Center
Morristown, AZ 85342
Phone: (928) 501-9202
Fax: (602) 372-8596
Email: jenniferwaller@mail.maricopa.gov

j. Indemnification.

The Parties hereby agree that to the extent permitted by law, each Party will defend, protect, release, indemnify and save the other Parties harmless, including any of the PARTIES' departments, agencies, directors, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising directly or indirectly, in whole or in part, out of the performance or nonperformance by the indemnifying party of any of the provisions of this AGREEMENT. Each PARTY hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising, directly, or indirectly, in whole or in part, out of or in any way connected with the

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performance or nonperformance of this AGREEMENT, except such injury or damage as shall have been occasioned by the negligence of that other PARTY. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any PARTY, its departments, agencies, directors, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorneys' fees.

k. Security Interest.

Each Party hereby acknowledges and agrees that this AGREEMENT does not give the other Party any right, title or interest in the property owned by the other Party and all right, title and interest in the property lies and remains with the respective Party.

l. Assignment and Delegation.

Neither Party may assign any rights hereunder without the express, written, prior consent of both Parties.

m. Consents and Approvals.

The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this AGREEMENT. Whenever the consent, approval or other action of a Party is required under any provision of this AGREEMENT, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard.

n. Further Assurances; Cooperation.

Each of the Parties hereto agree to cooperate and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the Parties reflected in this AGREEMENT.

o. Counterparts.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute

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one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

p. Non-Fund Obligor Document.

Nothing in this AGREEMENT shall obligate the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority or appropriate corporate authority. This AGREEMENT does not provide such authority. Negotiations, execution and administration of each such agreement must comply with all applicable statutes and regulations and/or internal corporate policies and procedures.

q. Authorized Representatives.

By signatures below, the parties certify that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this AGREEMENT.

IN WITNESS HEREOF, the Parties have executed this Agreement on the date indicated.

APPROVED:

Dated 6 this — day of APRIL 2016.

THE NATURE CONSERVANCY


Name: Patrick Graham
Title: Arizona State Director

4-6-16
Date

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RECOMMENDED BY:

Dated _____ this 23 day of MARCH 2016.

MARICOPA COUNTY PARKS AND RECREATION DEPARTMENT



Name: RJ Cardin
Title: Maricopa County Parks and Recreation Director

3/23/16
Date

APPROVED BY:

Dated _____ this 23rd day of March 2016.

MARICOPA COUNTY BOARD OF SUPERVIORS


Chairman

MAR 23 2016
Date

ATTEST


Clerk of the Board

MAR 23 2016
Date

Approved as to Form:


Attorney for Maricopa County

3-23-16
Date

Exhibit A
Map of Hassayampa River Preserve

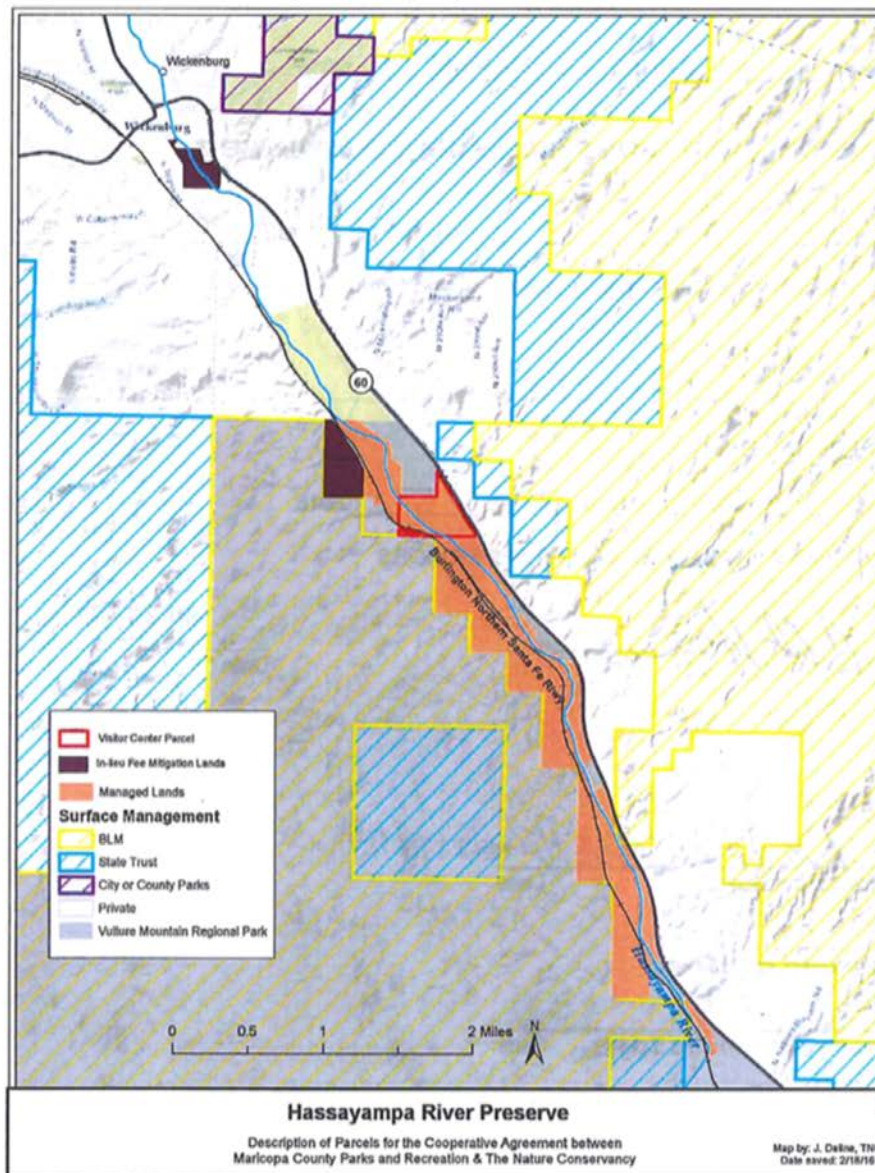


Exhibit C
Map of Leased Property

