

COOPERATIVE AGREEMENT

This agreement is made, effective as of _____, by and between South Mesa Ranch Land & Cattle Company, LLC aka James Farnsworth, 2150 South Shumway Lane, City of Moab, County of Grand, State of Utah ("Property Owner"), and Utah State Division of Wildlife Resources, 475 West Price River Drive, City of Price, County of Carbon, State of Utah ("Division").

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

Purpose and Objective

To provide a long-term solution to deer and elk depredation that occurs to the Property Owner's land located on South Mesa, Grand County, Utah

The Division Shall

Pay for materials, labor and a survey if necessary and install an eight foot high fence around the fields as described:

SW¼ SEC 26 T26S R23E; LAND WITHIN SEC 27 T26S R23E SLM; BEG AT THE SE COR OF SEC 27 T26S R23E SLM & PROC THENCE WITH THE LN OF SAID SEC 27 N 89° 49'W 2653.0 FT TO THE S¼ COR SEC 27; THENCE WITH THE C¼ LN SAID SEC 27 N 0°04'W 1324.7 FT TO THE C-S 1/16 COR SAID SEC 27; THENCE WITH THE S LN OF THE N1/2 SW¼ SAID SEC 27; N 89° 53'W 2651.7 FT TO THE SW COR N1/2SW¼ SAID SEC 27; THENCE WITH THE W LN OF SAID SEC 27 N0°02'W 2650.9 FT TO THE NW COR OF THE S1/2NW¼; S 89° 53'E 2649.9 FT TO THE C-N 1/16 COR; WITH THE N LN OF S1/2NE¼ SEC 27 S 89° 50'E 1332.8 FT; TH S 0°05'E 225.0 FT; S 89° 50'E 1320.0 FT; WITH THE E LN SAID SEC 27; S 0° 05'E 1100.5 FT TO THE E ¼ COR SAID SEC 27; S 0° 05'E 2651.3 FT TO POB 553.18 AC

MORE PARTICULARLY, the fence will follow the boundary around the west and north sides of the field, then follow the existing fence line along the east and south sides to the point where the existing fence bisects Patricia Morlen's property. At that point, the fence will follow the property boundary.

The fence will be constructed of welded metal pipe for braces, 10 ft steel T-posts and one eight foot course of high tensile steel mesh wire. An escape ramp will be constructed to allow big game animals escape from the enclosure if by chance they are caught within the fenced area.

One-time construction of fence will be initiated upon the last signature to this agreement. The time frame will be dictated by the State Procurement process with fence construction beginning as quickly as possible after letting of the bid.

Ent. 472156 Ak 669 Pg 127 - 129
Date: 04-MAY-2006 9:15AM
Fee: None
Filed By: MM
MERLENE MOSHER, Recorder
GRAND COUNTY CORPORATION
FOR: UTAH STATE DIV OF WILDLIFE RESO
URCES

The Property Owner Shall

- No longer claim or be eligible for compensation from the Division for damages caused by big game animals to agricultural crops, irrigation equipment or fencing within the fenced area for a period of twenty years. This period will begin at the time the fence is completed.
- Assume exclusive responsibility for maintaining the fence against any and all risks, once the Division completes constructing the fence.
- Keep all gates closed to prevent big game from entering the fenced area.
- Immediately notify the Division's Southeastern Region office if any deer and/or elk become trapped inside this fence.
- Allow Division representatives reasonable access to enter the fenced area to legally remove any deer, elk or other wildlife inside the fenced area by any means at their disposal during the life of this agreement.
- Repay the Division for all fence costs at a prorated basis if the fenced in area is used as a deer or elk hunting park or captive breeding facility during the period of this agreement. Payment will be calculated based on the percentage of time left in the agreement period when a deer or elk hunting park or captive breeding facility is established. A copy of the accepted bid will be provided to the property owner.

Governing Law

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the State of Utah.

Entire Agreement

This agreement constitutes the entire agreement between the parties and any prior understanding or representation preceding the date of this agreement shall not be binding on either party.

Modification of Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

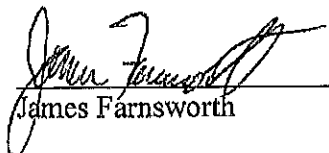
Notices

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

Successors in Interest

This agreement and each of its terms shall run with and encumber title to the property being fenced so that any successor in interest in the property shall be bound by the terms of this agreement.

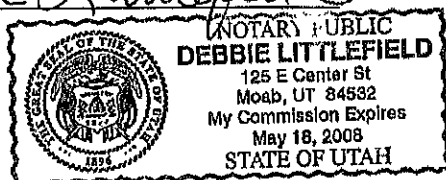
In witness, each party to this agreement has caused it to be executed on the date indicated below.

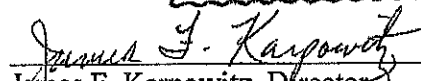

James Farnsworth

5/4-06
Date



Notary

5-4-06
Date

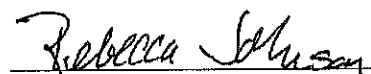



James F. Karpowitz, Director

4/19/06
Date


for Linda Braithwaite, Financial Manager

4-19-06
Date


Notary

4-19-06
Date

