



Katie Hobbs
Governor



Bob Broscheid
Executive Director



NOTICE OF MEETING
of
THE ARIZONA STATE PARKS BOARD
of
THE ARIZONA STATE PARKS AND TRAILS

Pursuant to A.R.S. §38-431.02 notice is hereby given to members of the Arizona State Parks Board ("Board") and the public that **the Board will hold a meeting on Thursday, September 18, 2025 beginning at 10:00am. Board members may attend the meeting in person or participate telephonically. The public may attend and listen to the meeting at the Arizona State Parks Trails office located at 1110 W Washington St, Suite 100, Phoenix, AZ 85007. Physical access to the meeting place will be fifteen (15) minutes prior to the start of the meeting. Members of the public may also listen/view the meeting via telephone by calling 1-225-746-8695 and entering the passcode 189 954 680# or via YouTube: <https://youtube.com/live/n6xloH1c1jo?feature=share>**

In person or telephonic public comment will be taken. If choosing to speak in person, the speaker will be asked to complete a form which will be made available at the Arizona State Parks and Trails office on the meeting day and submit to staff. If choosing to speak via telephone, persons who wish to make statements to the Board will be asked to identify themselves each time they are speaking. Please ensure phones are muted when not speaking.

This meeting is open to the public; however, the Board may elect to hold an Executive Session for any agenda items at any time during the meeting to discuss or consult with its legal counsel for legal advice on matters listed on this agenda pursuant to A.R.S. §38-431.03(A)(3). Items on the agenda may be discussed out of order unless they have been specifically noted to be set for a certain time. Public comment will be taken.

AGENDA
(The Chair reserves the right to set the order of the agenda.)

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. MEMBER ROLL CALL AND MISSION STATEMENT

D. AGENDA ITEMS

- 1. Consideration of Action to Approve Minutes of the June 19, 2025, Board Meeting–** The Board will review and may consider action to approve the Board meeting minutes from June 19, 2025.
- 2. FY26 Budget Highlights and Financial Overview (Presenter Kevin Brock, Chief**

Financial Officer) This agenda item is for informational purposes only.

3. Chief of Grants and Trails: 100-Day Retrospective and Future Vision (Presenter: Nina Lindsey, Chief of Grants and Trails) Our new Chief of Grants and Trails will provide a retrospective on their first 100 days, highlighting the significant accomplishments of the team under new leadership. They will also outline a strategic vision and key priorities for the division's future. This agenda item is for informational purposes only.

4. Consideration of Action to Approve the Armijo Ditch Agreement (Presenter: Heidi Erikson, Park Manager, Red Rock State Park and Hank Vincent, North Regional Manager) The Board will review and may consider action to approve the Armijo Ditch Agreement as presented.

5. Arizona State Parks and Trails Volunteer Program (Presenter: Cathryn Richards, Volunteer Program Manager) Cathryn will present on our volunteer program, highlighting the significant contributions of our volunteers and their impact on the agency. This agenda item is for informational purposes only.

E. FUTURE AGENDA ITEMS

Board members may identify items or issues they wish to be considered for inclusion on a future agenda.

F. EXECUTIVE DIRECTOR'S REPORT ON CURRENT EVENTS

The Executive Director may present a summary of current events and /or recent experiences of interest to the outdoor recreation community and/or the status of any projects with which they may be involved. The Board will not discuss or take any action on any current event summary.

G. CURRENT EVENTS

Board members may present a summary of current events and /or recent experiences of interest to the outdoor recreation community and/or the status of any projects with which they may be involved. The Board will not discuss or take any action on any current event summary.

H. CALL TO THE PUBLIC

The Chair will recognize those wishing to address the Board. It is probable that each presentation will be limited to one person per organization and the time allotted by the Chair. Action taken because of acknowledgement of comments and suggestions from the public will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

I. FUTURE MEETING DATES

Arizona State Parks Board Tentative 2024 Meeting Schedule	
Date	Location
Thursday, October 16, 2025	Central Office
Thursday, November 20, 2025	Central Office
Thursday, December 18, 2025	Central Office

J. ADJOURNMENT:

Pursuant to A.R.S. §38-509 Board member conflict of interest forms are available for public inspection along with a copy of this agenda and any background material provided to Board members at Arizona State Parks and Trails, 1110 W. Washington Street, Suite #100., Phoenix, AZ 85007. For additional information, contact Mickey Rogers at (602) 542-6942. Pursuant to Title II of the Americans with Disabilities Act (ADA), Arizona State Parks & Trails does not discriminate based on a disability regarding admission to public meetings. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the ADA Coordinator Thomas Beranek at (602) 542-7389; or email tberanek@azstateparks.gov. Requests should be made as early as possible to allow time to arrange the accommodation. For technical difficulties during the teleconference meeting, please contact Pamela Cason at 480-622-4559 or via email pcason@azstateparks.gov.

Posted at: Arizona State Parks and Trails
1110 West Washington St, Suite 100, Phoenix, AZ 85007

And at: <https://azstateparks.com/arizona-state-parks-board>

A handwritten signature in black ink, appearing to read 'Bob Broscheid', with a stylized, flowing script.

Bob Broscheid: Executive Director



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DRAFT MINUTES
of
THE ARIZONA STATE PARKS BOARD
of
THE ARIZONA STATE PARKS AND TRAILS
June 19, 2025

Meeting location: Arizona State Parks and Trails, 1110 W Washington St., Suite #100, Phoenix, Arizona, 85007

Members present: John Sefton, Dale Larsen, Sarah King

Members participating telephonically: Robyn Sahid, Jeff Buchanan, Terri Palmberg

Members absent: None

ASPT Staff Present: Bob Broscheid, Sarah Rose Webber, Pamela Cason, Mickey Rogers, Woody Gresko, Brittany Hudson

Arizona AG Office: Wesley Gerard, Arizona State Parks Board attorney

YouTube live stream: <https://youtube.com/live/28AxHKHlZDk?feature=share>

A. CALL TO ORDER

Chairman Sefton of the Arizona State Parks Board called the meeting to order at 10:02 am.

B. PLEDGE OF ALLEGIANCE

Vice Chairman Dale Larsen led Board members in reciting the Pledge of Allegiance.

C. MEMBER ROLL CALL AND MISSION STATEMENT

Pamela Cason did the role call. All members were present. Chairman John Sefton read the mission statement.

D. AGENDA ITEMS

1. Consideration of Action to Approve Minutes of the January February 20, 2025, Board Meeting-*Member King motioned to approve the minutes with a change that she was present at the meeting and Vice Chair Larsen seconded the motion to approve the minutes from April 17, 2025. The motion passed unanimously.*

2. Consideration of Consent Agenda: Items 2(a) through 2(g), are noticed as consent agenda items -

Vice Chair Larsen asked for the rationale behind the increase for OHV enforcement at the Santa Cruz County Sheriff's Office in item 2d. Matt Eberhart explained that this additional money would be for patrol hours for officers.

Chair Sefton asked if there needed to be an additional approval process for this grant funding. Matt stated that in current Arizona State statutes that law enforcement activity related to enforcement and education activities is all



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included in the parameters for the agency to disperse with grant funding. This funding is available for law enforcement and the team continues outreach to all of the law enforcement agencies statewide. The Grants team has created a Patrol report for officers while they are in the field that will track very specific information regarding OHV.

Member Palmberg asked if this needed to go back to the advisory committee for a more thorough review. Mr. Eberhart insured the OHVAG (Off Highway Vehicle Advisory Group) thoroughly vetted these grants and trail plan. He stated that this is nothing out of the ordinary. Member Palmberg is fine with the grant award moving forward.

Member Jeff Buchanan stated that he is a ranch liaison for the Santa Cruz Sheriff's Department and would like to recuse himself from voting on item 2d but would like to vote on all of the others in consent.

Vice Chair Larsen made a motion to approve items 2 a, b, c, e, f, and g of the consent agenda items as presented. Member Sarah King seconded the motion. Roll Call vote-all members approved

Vice Chair Larsen made a motion for approval of consent agenda item 2d as presented, Seconded by Member Sarah King. Roll Call Vote-All members approved except for Member Jeff Buchanan who recused himself from the vote.

- a. Consideration of Action to Approve Funding for the Submitted 2026 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership (ORLP) Program Grant Application(s). (Presenter: Jeff Schmidt, Program Manager)** The following grant application(s) have been submitted for funding totaling \$1,887,942.00.

2026 ORLP Grant Application(s)			
Sponsor	Project	Request	Staff/AORCC Recommendation
Yuma	Carver Park Revitalization	\$1,887,942.00	\$1,887,942.00
TOTAL		\$1,887,942.00	\$1,887,942.00

- b. Consideration of Action to Approve Funding for the Submitted 2025 Supplemental Motorized Grant Application(s). (Presenter: Matt Eberhart, OHV Coordinator)** The following grant application(s) have been submitted for funding totaling \$9,460.00

2025 Supplemental Motorized Supplemental Grant Application(s)			
Sponsor	Project	Project Request	Staff/OHVAG/AORCC Recommendation



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Public Lands Interpretive Association	Eastern Santa Rita Mountains Signage	\$9,460.00	\$9,460.00
Totals:		\$9,460.00	\$9,460.00

- c. **Consideration of Action to Approve Funding for The Submitted 2025 Competitive Motorized Grant Application(s). (Presenter: Matt Eberhart, OHV Coordinator)** The following grant application(s) have been submitted for funding totaling \$435,009.00.

2025 Competitive Motorized Grant Application(s)				
Sponsor	Project	Request	Staff/OHVAG Recommendation	Score
Greenlee County Sheriff's Office	OHV Law Enforcement and Equipment	\$435,009.00	\$435,009.00	29
Totals:		\$435,009.00	\$435,009.00	

- d. **Consideration of Action to Approve Proposed Scope Change and Cost Amendment for Project 552404, Santa Cruz Sheriff OHV Enforcement. (Presenter: Matt Eberhart, OHV Coordinator).** The Board will review and may provide recommendation(s) on the following proposal to amend the approved grant.

552404 Santa Cruz Sheriff's Office Scope Change and Cost Amendment			
Original Award	Amendment Increase Request	Amended Request	Staff/OHVAG Recommendation
\$100,000.00	\$150,000.00	\$250,000.00	\$250,000.00

- e. **Consideration of Action to Approve Funding for the submitted 2025 Land and Water Conservation Fund Grant Application(s). (Presenter: Mickey Rogers, Chief of Grants and Trails)** The following grant application(s) have been submitted for funding totaling \$1,538,990.00

2025 Land and Water Conservation Fund Grant Application(s)				
Sponsor	Project	Project Request	Staff Recommendation	Score
Chino Valley	Sullivan Canyon Acquisition	\$200,000.00	\$200,000.00	64
Goodyear	Dog Park Relocation Project	\$1,338,990.00	\$1,338,990.00	55
Total		\$1,538,990.00	\$1,538,990.00	

- f. **Consideration of Action to Approve Proposed Scope Amendment to an approved Land and Water Conservation Fund (LWCF) Grant. (Presenter: Mickey Rogers, Chief of Grants and Trails).** The Board will



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review and may provide recommendation(s) on the following proposal to amend the scope of the approved grant.

Land and Water Conservation Fund Cost Amendment 04-00790 City Park Development				
Sponsor	Project	Original Award	Amended Request	Staff Recommendation
Lake Havasu City	City Park Development	\$1,000,000.00	\$1,500,000.00	\$1,500,000.00

- g. **Consideration of Action to Approve Funding for The Submitted 2025 State Lake Improvement Fund Grant Application(s). (Presenter: Mickey Rogers, Chief of Grants and Trails)** The following grant application(s) have been submitted for funding totaling \$1,190,283.00

2025 State Lake Improvement Fund Grant Application(s)				
Sponsor	Project	Request	Staff	Score
Arizona State Parks	Buckskin Mountain State Park Boat Ramp Replacement	\$507,200.00	\$507,200.000	76
City of Yuma	Rescue Watercraft and Equipment	\$497,285.00	\$497,285.00	76
Town of Eagar	Safe Water Equipment Purchase	\$16,998.00	\$16,998.00	41
Navajo County	Rescue Watercraft Purchase	\$170,000.00	170,000.00	41
TOTAL		\$1,191,483.00	\$1,191,483.00	

3. State Parks 2025 Statewide Trails Plan. (Presenters: Dawn Collins, Office of Continuous Improvements/Deb Pryor, CEO, Partners in Brainstorm). Staff will present the final 2025 Statewide Trails Plan. The Board will review and may consider action to approve, modify or deny this plan.

Chairman John Sefton made a motion to approve the 2025 Statewide Trail as presented. Member Sarah King approved. All members passed by signifying with aye. There was no opposition.

4. Growing Smarter Observatory Mesa Proposed New Trail Construction. (Presenter: Mickey Rogers, Chief of Grants and Trails) The Arizona State Parks Board will consider and may take action on a recommendation to approve the construction of new trails expanding the current system of trails.

Member Sarah King made a motion to approve the proposed new trail construction in the Observatory Mesa Natural Area as presented by staff. Vice Chairman Larsen seconded the motion. All members approved by saying aye, no opposition.

5. Deobligation and Reobligation of Recreational Trails Program Funds



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(Presenter: Mickey Rogers, Chief of Grants and Trails) Staff will present a report on the deobligation and reobligation of grant funds for a project under the Recreational Trails Program, including the deobligation of funds from two projects that were canceled, 472510 and 472513 and reobligating these funds, \$31,835.00, to an existing approved state park project, 472507, Statewide Trails App. 472507 was originally funded at \$324,344 and is now funded at \$356,179.00. This agenda item is for information only.

6. Report on the FY 2025 Awarded Heritage, State Lake Improvement Fund, Motorized, Non-motorized, Trails Maintenance, American Rescue Plan Act Funding and the Land and Water Conservation Fund Project. (Presenter: Mickey Rogers Chief of Grants and Trails.) Staff will provide a final report to the Board on awarded grants including awards, matching funding, and locations of all grants. This agenda item is for information only.

7. Legislative Update. (Presenter: Brittany Hudson, Legislative Liaison) The Board will be briefed on the current legislative bills before the 2025 Arizona State Legislature. This agenda item is for information only.

8. Introduction of New Chief of Grants and Trails, Nina Lindsey. (Mickey Rogers, Chief of Grants and Trails will introduce his replacement, Nina Lindsey)

9. Recognition and Accomplishments of Mickey Rogers, Chief of Grants & Trails. (Presenter: Bob Broscheid, Executive Director)

E. FUTURE AGENDA ITEMS

Board members may identify items or issues they wish to be considered for inclusion on a future agenda.

Vice Chair Larsen would like to develop a plan of financial stewardship that would weather the ups and downs of government.

F. EXECUTIVE DIRECTOR'S REPORT ON CURRENT EVENTS

The Executive Director may present a summary of current events and /or recent experiences of interest to the outdoor recreation community and/or the status of any projects with which they may be involved. The Board will not discuss or take any action on any current event summary. *Director Broscheid updated on the following items:*

- *Budget/Federal Funding update*
- *ACORN meeting June 5 (Arizona Collaborative Outdoor Recreation Network)*
 - *Very successful first meeting with leaders from other land*



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managing outdoor recreation agencies

- *BLM specifically requested quarterly meetings to continue the conversation*
- *National Geographic Magazine mentions Family Campout program: <https://www.nationalgeographic.com/travel/article/how-to-Camp-with-your-family>*
- *Tubac Presidio wins Award of Excellence from the American Association for State and Local History for its exhibit "The World at Your Table." <https://azstateparks.com/press/tubac-presidio-state-Historic-park-and-friends-of-tubac-presidio-win-award-of-excellence-From-the-american-association-for-state-and-local-history>*
- *Fire response at Oracle (with Catalina serving as headquarters)*
- *Monsoon season has started and last week was Monsoon Awareness Week - promoted on social media. The prediction is for a wetter than usual monsoon season.*
- *OHV staging parking area opened at River Island State Park on June 12.*
- *Employee Engagement survey results*
 - *80% participation rate*
 - *Positive trend in most areas, with the biggest gains in Education/Development, Recognition, and feel connected with the revised mission. We will be able to share more results at the next board meeting.*
- *Best Companies survey out to employees-we are excited for the data that will come out of this survey.*
- *Several employees will be presenting at the August APRA conference (Jeff for grants, Neil on outdoor recreation opportunities, Sarah, Athena, Dan, Louis and Sinda Interpretive Programming)*
- *The 2025 Governor's Heritage Preservation Honor awards:*
 - *Tombstone Courthouse State Historic Park, Tombstone*
- *Preservation Youth Summit held in Arizona with trips to Riordan Mansion State Historic Park and Homolovi State Park*
 - *From June 2-5th, Arizona State Parks and Trails, in cooperation with the National Trust for Historic Preservation and the Arizona Historic Route 66 Association, brought the nationally-based Preserve America Youth Summit to Arizona. Roughly 40 students (7th to 12th grade) and educators from around the state gathered in Flagstaff for an immersive, hands-on experience that educated them about local, state and federal historic preservation policy as expressed in the heritage resources located along the historic Route 66 corridor.*
 - *Several students presented their concept for the creation of a Youth Council on Historic Preservation. The State Historic Preservation*



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Office is assisting these highly motivated students with identifying opportunities for their continued engagement in the State's celebration of the Route 66 Centennial and America 250 Semiquincentennial.

- *This Fall will be the Second year of the Artist in Residence program being held at Patagonia.*
- *3 employees selected to attend the Law Enforcement Academy in the fall*
- *Great press:*
 - *Kartchner Caverns and Alamo Lake state parks on Fox 10's Drone Zone;*
 - *Lake Havasu State Park on ABC 15, which was also filmed at Kartchner Caverns (hasn't aired yet).*
 - *3TV filmed at Tonto Natural Bridge State Park.*
 - *KGUN (Tucson) filmed at Patagonia Lake.*

It's great to see Phoenix and Tucson news stations willing to travel to the parks to get content.

G. CURRENT EVENTS

Board members may present a summary of current events and /or recent experiences of interest to the outdoor recreation community and/or the status of any projects with which they may be involved. The Board will not discuss or take any action on any current event summary.

Vice Chairman Larsen asked about the 200 mile trail goal; it would be a capstone opportunity to bring out the Governor to an event when this is complete.

H. CALL TO THE PUBLIC

The Chair will recognize those wishing to address the Board. It is probable that each presentation will be limited to one person per organization and the time allotted by the Chair. Action taken because of acknowledgement of comments and suggestions from the public will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

I. FUTURE MEETING DATES

Arizona State Parks Board Tentative 2024 Meeting Schedule	
Date	Location
Thursday, July 17, 2025	Central Office
Thursday, August 21, 2025	Central Office
Thursday, September 18, 2025	Central Office
Thursday, October 16, 2025	Central Office



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Arizona State Parks Board Tentative 2024 Meeting Schedule	
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Thursday, November 20, 2025	Central Office
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Thursday, December 18, 2025	Central Office
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July and August dates most likely will not happen.

J. ADJOURNMENT: *The meeting adjourned at __12:18__ PM.*

Grants Funding Available!

Arizona State Parks and Trails provides funding for outdoor recreation and historic preservation projects statewide! Arizona State Parks and Trails has helped administer grant funding for **over 3,061 outdoor recreational projects** in Arizona. Have you ever wanted to add a new recreational feature to your town, city or county?

Arizona State Parks & Trails invites non-profits; local, county, state, federal, tribal governments; schools; and law enforcement agencies to submit grant applications for a variety of funding opportunities, including:

- **Recreational Trails Program**
- **State Off-Highway Vehicle Recreation Fund**
- **Land and Water Conservation Fund**
- **State Lake Improvement Fund**
- **Heritage Fund**

Eligible project activities include but are not limited to:

- **Trail Etiquette and Education (signage, educational programs)**
- **Outdoor Recreation Facilities (restrooms, playgrounds, parking lots, fields, courts)**
- **ADA/Accessible Trails/Facility Enhancements**
- **Trail Development, Maintenance, and Improvements (For non-motorized and motorized trails)**
- **Trail Amenities**
- **Pedestrian Uses (hiking, running)**
- **Bicycling & E-bikes (bike parks, trails)**
- **Equestrian Trails**
- **Water Trails**
- **Trailhead Development**
- **Signage**
- **Planning, Masterplans, Environmental and Cultural Surveys for Motorized Use**
- **Off-highway Vehicle (OHV) Law Enforcement**
- **Developing or improving facilities on lakes that allow motorized boat use.**
- **Law Enforcement on lakes allowing motorized boat use**

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To get started, reach out to one of our Grants & Trails team at [**grantstaff@azstateparks.gov**](mailto:grantstaff@azstateparks.gov)



GRANT WORKSHOPS

See the Arizona State Parks & Trails Grants Workshops webpage for a list of workshop dates and previous workshop recordings. All workshops are offered in both in person and a virtual format. In addition, all workshops will be recorded and posted on the Grants Workshop webpage following each meeting.

Understanding Match for Grants with Arizona State Parks and Trails

When applying for Land and Water Conservation Fund (LWCF) grants, a crucial component is understanding what qualifies as **match**.

Fund Source		Match requirement
LWCF	Land and Water Conservation Fund	100%
RTP	Recreational Trails Program	5.7%
HF	Heritage Fund Non-Motorized	25%
HF EE	Heritage Fund Environmental Education	No Match Required
LRSP	Heritage Fund Local Regional State Park	No Match Required
OHV	Off Highway Vehicle Fund	No Match Required
SLIF	State Lake Improvement Fund	No Match Required

This match demonstrates local commitment and leverages federal investment.

Here's a breakdown of what can generally be used as match:

Cash contributions

This is the most straightforward form of match and includes funds directly spent on eligible project costs. Examples include:

- **State or local appropriations:** Funds allocated by state legislatures, county commissions, or city councils for the project.
- **Other grants:** Funds from non-federal grant programs (e.g., private foundations, state-specific grants) that are used for eligible project expenses.
- **Donations:** Cash donations specifically earmarked for the project from individuals, organizations, or businesses.

In-Kind Contributions

In-kind contributions represent the value of non-cash goods or services provided to the project. These contributions must be essential to the project's success and would otherwise need to be purchased with cash. Examples include:

- **Donated labor:** The value of volunteer time spent on eligible project activities (e.g., trail building, park cleanup, administrative support). This is calculated based on the prevailing wage rates for similar work in your area.
- **Donated materials/equipment:** The fair market value of materials (e.g., lumber, plants, playground equipment) or the rental value of equipment (e.g., excavators, trucks) donated for the project.
- **Donated professional services:** The value of services provided by professionals working pro bono on the project (e.g., architectural design, engineering, legal services).
- **Existing facilities/land:** In some cases, the appraised value of land or existing facilities that are directly incorporated into the project and contribute to its scope (e.g., a portion of an existing park being upgraded) may be eligible, though this often requires specific documentation and approval.

Important Considerations for All Match

Eligibility: All match contributions, whether cash or in-kind, must be for expenses that would be **eligible under grant guidelines** if they were paid for with grant funds.

Documentation: Thorough documentation is essential for all match contributions. For cash, this means invoices, receipts, and accounting records. For in-kind, it requires detailed logs of hours worked, fair market value appraisals, and clear descriptions of donated items or services.

Non-federal source: The match must come from **non-federal sources**. Funds from other federal programs generally cannot be used as match.

Project period: Match contributions must be incurred within the approved project period.

Understanding Grants with Arizona State Parks & Trails

Program	Purpose	Applicants	Funding	Match Req.	Timeframe / Key Notes
Land and Water Conservation Fund (LWCF) State Assistance	Acquisition and/or development of public outdoor recreation areas and facilities; ADA/accessibility upgrades.	Federal, State, County, Local, and Tribal Governments; Schools and School Districts	\$500,000 to \$1,500,000	100% (dollar-for-dollar) cash and/or in-kind contributions	3 years from National Park Service award date. Design and engineering costs incurred within 3 years of NPS award with prior approval.
LWCF – Outdoor Recreation Legacy Partnership (ORLP) Program	Acquire/develop public lands for outdoor recreation in Urbanized Areas (pop. 30,000) Serving economically disadvantaged neighborhoods.	State, County, Local, and Tribal Governments; Schools and School Districts that serve an eligible jurisdiction within a designated urbanized area	\$300,000 to \$15,000,000	100% (dollar-for-dollar) cash and/or in-kind contributions	3 years from National Park Service award date. LWCF does allow some pre-award costs if specified in the agreement.
Off-Highway Vehicle (OHV) Recreation Fund Grants	Develop, maintain, and manage OHV recreation opportunities and mitigate related impacts. Includes competitive law enforcement, maintenance/mitigation, and signage sub-programs.	Federal, State, Local, County, and Tribal Governments; Non-Profits	Up to \$750,000	No match required.	Cultural/environmental/archaeological assessments & P,D,E costs eligible only with prior approval. Law Enforcement: For OHV-specific enforcement/education on public land; excludes search/rescue & fire departments. Maint/Mitigation: For existing motorized trail maintenance; must be shovel-ready & use ASPT contracted crews; 1-year completion. Emergency circumstances may allow expedited approval/no match. Signage: For OHV navigation/info/safety signs in designated OHV areas; 6-month completion.
Recreational Trails Program (RTP)	Develop and maintain recreational trails and facilities for motorized and non-motorized uses; promote safety and environmental protection.	Federal, State, Local, County, and Tribal Governments; Non-Profits.	Non-Motorized: \$100,000 to \$250,000 Motorized: \$100,000 up to \$750,000 Non-Motorized Trail Maint: \$50,000 up to \$100,000 Safety & Env. Education: \$5,000 up to \$25,000	5.7% (cash or in-kind)	Jointly administered by FHWA, AZDOT, and ASPT. Projects must be initiated within 6 months (180 days) of FHWA obligation. Grants must be completed by end of state fiscal year (June 30). Non-Motorized: For hiking, bicycling, in-line skating, equestrian, cross-country skiing, acquisition, development/maintenance, equipment. SEE: Promote safety/environmental protection related to trails; education programs. Trail Maintenance: For existing non-motorized trails; shovel-ready, use ASPT contracted crews; 1-year completion.
State Lake Improvement Fund (SLIF)	Fund projects on bodies of water where gasoline-powered boats are permitted, improving boating access and safety.	Arizona Game and Fish Department, Board of Supervisors of any county, Governing body of city/town.	Between \$250,000 and \$750,000	No match required.	Project must be initiated within six months of award.
Heritage Funds (HF)	To preserve, restore, and interpret Arizona's historic and archaeological resources.	Federal, State, Local, County, and Tribal Governments; Non-Profits.	Heritage LRSP \$50,000 up to \$100,000 Heritage Environmental Education \$5,000 up to \$20,000 Heritage Non-Motorized \$5,000 up to \$20,000	No match required.	

Grant Funding Available

The Land and Water Conservation Fund was established by Congress in 1964 to safeguard our natural areas, water resources and cultural heritage, and to provide recreation opportunities to all Americans. Using zero taxpayer dollars, the fund helps strengthen communities, preserve our history and protect our national endowment of lands and waters.

Land and Water Conservation Fund dollars can provide grants to state and local governments, and can be used to acquire lands, waters, and interests to achieve the natural, cultural, wildlife, and recreation management objectives of federal land management agencies.

When a park or a recreational area is created or improved with Land and Water Conservation Fund (LWCF) grants, it is permanently protected. This means the land must be maintained and remain open for public outdoor recreation in perpetuity—a promise for generations to come. ASPT staff will visit the area every five years to ensure land and properties remain open.

Eligible Applicants:

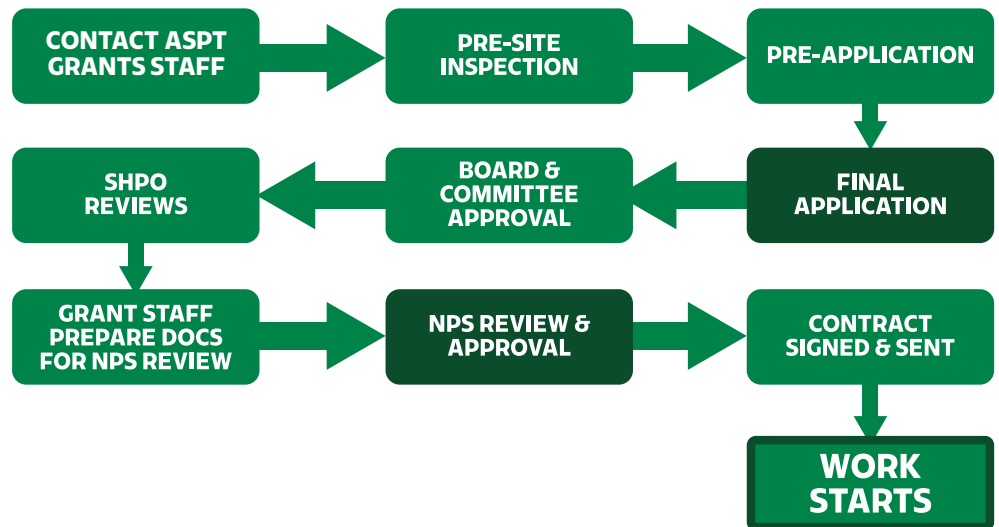
Federal, State, County, Local, and Tribal Governments; Schools and School Districts.

Eligible Projects:

Outdoor recreation facilities; ADA/accessibility upgrades; acquisition of park lands; baseball & soccer fields, bike parks, pools, playground equipment.

Match Requirement:

Dollar for dollar match required. \$1.5 million grant award maximum (\$3 million with match)



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To get started, reach out to one of our Grants & Trails team at grantstaff@azstateparks.gov

Grant Funding Available

The OHV Recreation Fund was established in 1991 and provides funding for large and small-scale grant projects across the state. Approximately \$2 million is available annually through Arizona State Parks for OHV projects. All vehicles weighing less than 2,500 pounds and designed primarily for travel over unimproved terrain are required to display a sticker distributed through the Department of Motor Vehicles.

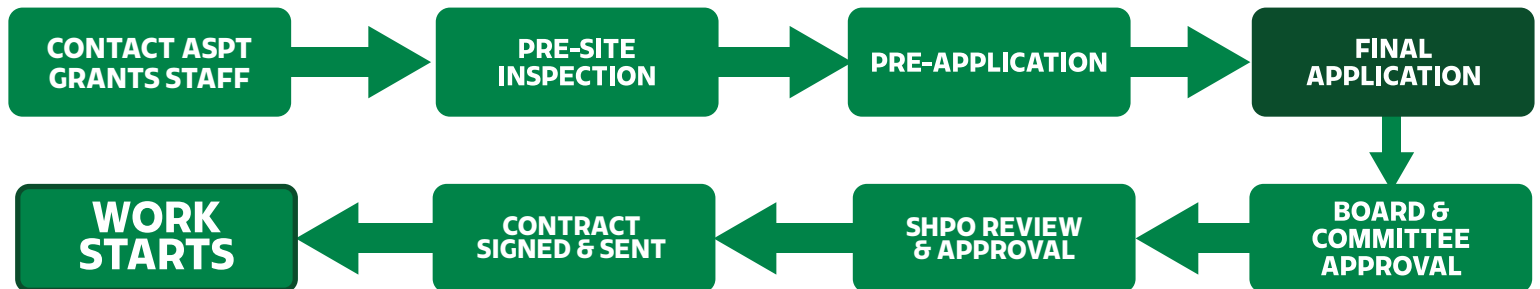
Available Funds: Up to \$750,000

Eligible Applicants:

Governmental entities (cities, towns, counties, tribal governments, state and federal agencies), Non-profits and clubs.

Eligible Projects:

Developing and maintaining existing trails, acquiring land to develop new trails, trail design and engineering, developing support facilities, cultural and environmental clearances, education, and law enforcement. Trail damages caused by vandalism, fire, and weather occurrences when expedited grant dispersal is necessary to fix an unsafe condition. Trash removal and dust mitigation projects are also available. Expenses related to Off-Highway Vehicle specific law enforcement efforts including OHV equipment, PPE, electrical equipment (cameras, radios, traffic controllers etc.) salary and overtime. Search and rescue, narcotics related, and border patrol projects need not apply. Purchasing and/or installing trail marker posts, trail marker decals, trail signs, and informational kiosks.



Partner with Us!

To get started, reach out to one of our Grants & Trails team at grantstaff@azstateparks.gov

Grant Funding Available

Arizona's State Lake Improvement Fund (SLIF) program was established in 1960 by the Arizona State Legislature (A.R.S. §5-382) to assist state and local units of government to fund projects on waters where gasoline powered boats are permitted. This program is administered by the Arizona State Parks Board with guidance from the agency's Grants and Trails Team.

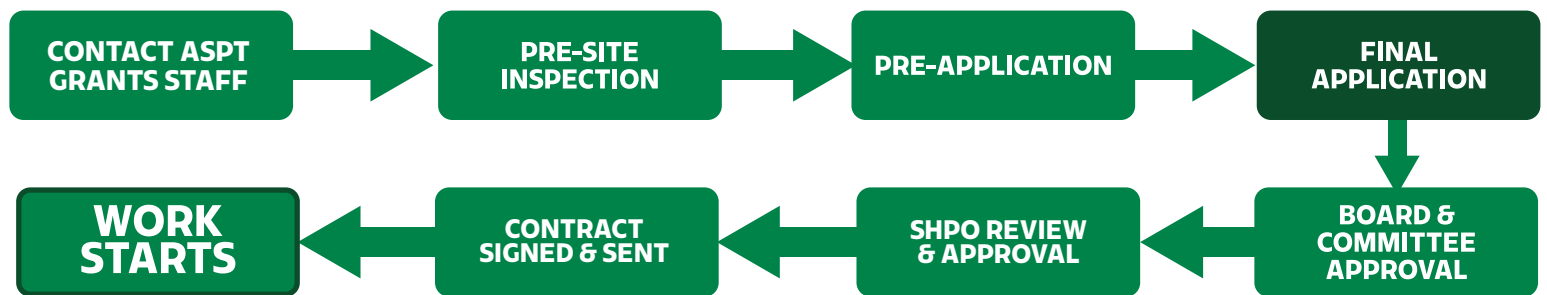
Available Funds: Up to \$750,000

Eligible Applicants:

Arizona Game and Fish Department, Board of supervisors of any county, governing body or city/town.

Eligible Projects:

Eligible projects must be directly related to bodies of water that allow motorized boat use. Projects could include development of new boat launches, support facilities on the body of water, marking buoys, watercraft, trailers, radios, lights and first aid.



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Grant Funding Available

The Heritage Fund provides grant opportunities for trail projects, outdoor environmental education programs, local, regional, and state parks, as well as historic preservation projects through legislatively appropriated funds.

Eligible Applicants:

Non-profits, governmental entities: cities, towns, counties, tribal governments, and state and federal agencies. Organizations and clubs may enter into a cooperative agreement with an eligible applicant, (e.g. forest land manager).

Eligible Projects:

Trail projects, outdoor environmental education programs, local, regional, and state parks, as well as historic preservation projects through legislatively appropriated funds.

Outdoor Environmental Education | *Grants offered between \$5,000 and \$25,000*

Eligible Projects:

Promote outdoor and environmental protection programs related to outdoor recreation.

Non-Motorized Trail Program | *Grants offered between \$25,000 to \$50,000*

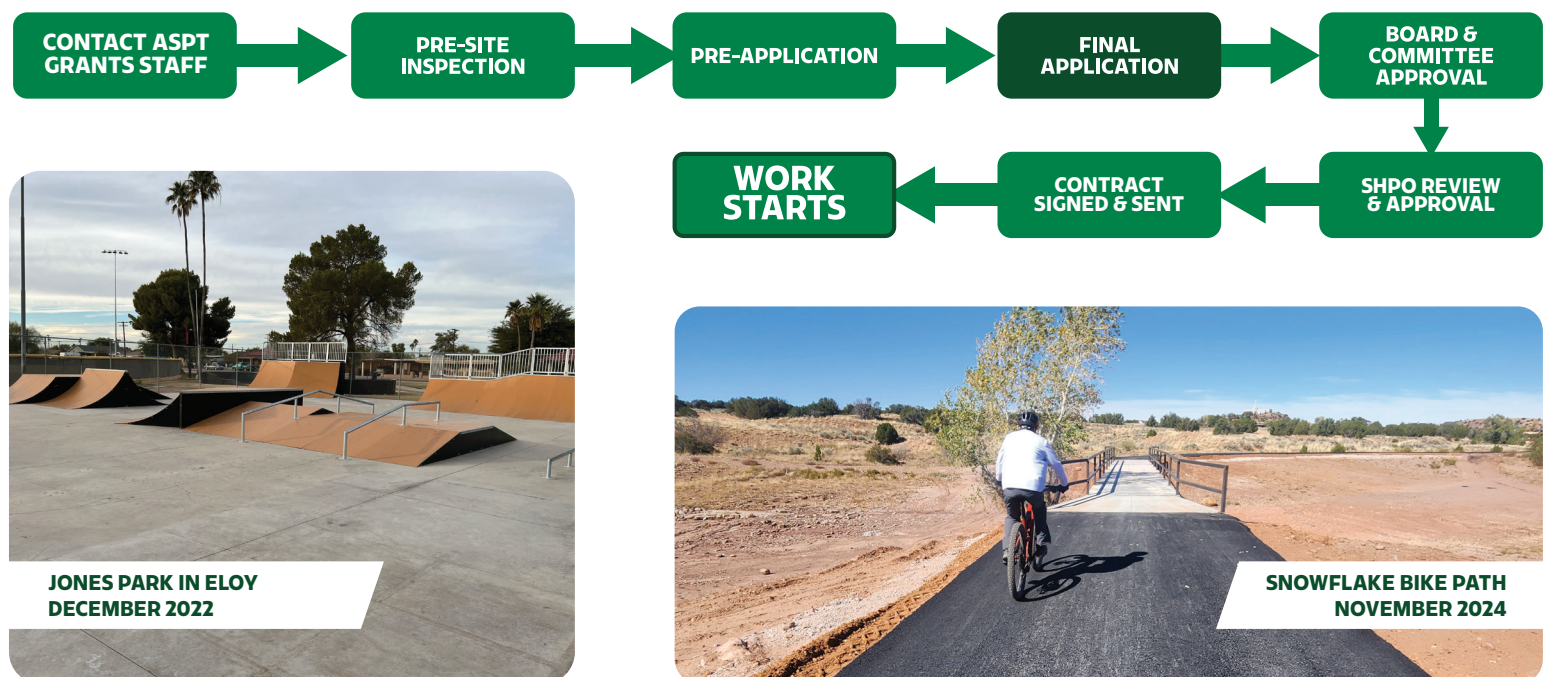
Eligible Projects:

Developing and maintaining trails and trail-related facilities for non-motorized trail uses.

Local, Regional, and State Parks (LRSP) | *Grants offered between \$50,000 to \$100,000*

Eligible Projects:

Construction, maintenance and development of public outdoor recreation facilities.



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Grant Funding Available

The program provides funds for all kinds of recreational trail uses, such as pedestrian uses (hiking, running, wheelchair use), bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles.

Eligible Applicants:

Non-profits, governmental entities: cities, towns, counties, tribal governments, state and federal agencies. Organizations and clubs may enter into a cooperative agreement with an eligible applicant, (forest land manager).

Motorized | Grants offered between \$100,000 and \$750,000

Eligible Projects:

Trail development, trail maintenance, pedestrian uses (hiking, running, ADA-accessibility improvements-trails, signs, education), bicycling, equestrian, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, water trails, or using other off-road motorized vehicles.

Non-Motorized | Grants offered between \$50,000 and \$150,000

Eligible Projects:

New trail development, routine maintenance on existing trails, tread maintenance, clearing of pathways, drainage improvements, replacing existing fencing, minor reroutes to make trail more sustainable.

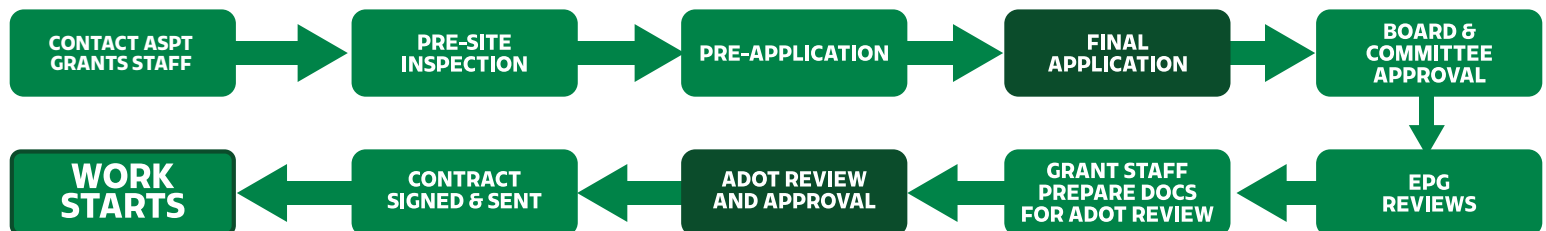
Safety and Environment Education | Grants offered between \$5,000 and \$10,000

Eligible Projects:

Trailhead kiosks, emergency markers, trail related training, signage, maps, educational programs, trail guides.

Match Requirement:

5.7% match required



Partner with Us!

To get started, reach out to one of our Grants & Trails team at grantstaff@azstateparks.gov or (602) 542-6942

Scoring Criteria

Points

Connection to Associated Planning Documents

60

Documented connection to Trails Plan for RTP, OHV, and Heritage Funds

Documented connection to the Boating and Watercraft Survey (SLIF)

Is scope of work reasonable and comprehensive?

Completed Application

5

Forms are completely filled out in Webgrants

Draft resolution

Land manager approval letter

Comprehensive Budget

25

Does the budget provide enough detail to understand the scope of work but is also flexible enough to allow for inevitable changes?

Are budget items allowable for the specific grant?

Are costs reasonable?

Timeline & Plan

10

Are projects truly shovel-ready?

Is the timeline reasonable?

Have supply chain issues been addressed and accounted for?

TOTAL

100

Scoring Criteria

Points

Project Need

10

Inclusion	4
Type of Project	3
Impact on Recreational Opportunities	3

Project Quality

19

Project Readiness	3
Partnerships	3
Public Involvement	3
Innovation and Best Practices	3
Detailed Budget	4
Connectivity	3

Conservation and Environmental Stewardship

15

Sustainable Outdoor Recreation

15

Connection, Community, and Economic Vitality

15

Pathways to Health and Wellness

15

Project Management

11

Grant History	3
Maintenance Capacity	3
Grant Compliance	3
Workshop Attendance	2

TOTAL

100

High Level Scoring Criteria (SLIF)

Points

Law Enforcement and Safety

20

Is the project focused on law enforcement and/or safety?

Project Specific Planning Efforts

15

Why is this project needed?

Public Involvement

10

How long has your organization involved the public in decision-making?

Comprehensive Statewide Plan

10

How does the plan provide comprehensive, long-term and sustainable solutions?

Community Support

10

Letters of Support

Project Location

10

What county is your project located in?

Project Type

10

What type of project will you be doing? Renovation, acquisition, combination?

Community Partnerships

5

What new partnerships will be formed?

Matching Funds

5

Will you be providing any of your own funds for this project?

Grant Award History

5

Have you worked with us before?

TOTAL

100

High Level Scoring Criteria (SLIF)

Points

Connection to Associated Planning Document

50

How well does the project align with State Trails Plan and other planning documents?

Comprehensive Budget

20

Does the budget have enough detail to understand costs but allow for flexibility?

Timeline / Planning

10

Is the project shovel ready? Is the timeline reasonable?

Application Quality

10

Are all required elements provided by the sponsor?

Bonus Points

10

Letters of support, matching funds, first-time applicants, and diversity of trail uses

TOTAL

100

AGREEMENT

This Agreement (“**Agreement**”) is made as of this 2nd of August, 2025 by and between **CROSS CREEK RANCH COMMUNITY ASSOCIATION**, an Arizona nonprofit corporation (the “**Association**”), and Arizona State Parks, (the “**State**”). The Association and State are herein referred to individually as “**Party**” and collectively as “**Parties**.”

RECITALS

- A. The Association has been created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch, recorded on July 1, 2003, in Book 4047 at page 427, Official Records of Yavapai County Recorder, Yavapai County, Arizona, as it may be amended from time to time (the “**Declaration**”). The Declaration encumbers the single-family residential subdivision upon certain real property described in the Declaration and commonly known as Cross Creek Ranch (“**Cross Creek Ranch**” or the “**Subdivision**”). A legal description of Cross Creek Ranch is attached hereto as **Exhibit “A”**.
- B. Red Rock State Park (“the **Park**”), which is owned and maintained by the State, is located east of and immediately adjacent to the Subdivision. A legal description of the Park is attached hereto as **Exhibit “B”**.
- C. The State holds perfected water rights authorizing the diversion of water from Oak Creek for beneficial uses within the Park.
- D. The Association, on behalf of itself and lot owners in Cross Creek Ranch, holds water rights authorizing the diversion of water from Oak Creek for beneficial uses within Cross Creek Ranch.
- E. An irrigation ditch commonly known as the “**Armijo Ditch**” (or the “**Ditch**”) is, and has historically been, used to deliver water diverted from Oak Creek through the Park to places of beneficial use within the Park and Cross Creek Ranch, respectively. A map depicting the Park, Cross Creek Ranch, the Armijo Ditch, and the diversion dam used to divert water from Oak Creek into the Armijo Ditch (the “**Dam**”) is attached hereto as **Exhibit “C”**.
- F. On September 4, 1951, Helen Varner Frye, prior owner of the Park property, and W.R. Leenhouts and Margaret Leenhouts (the “**Leenhouts**”), prior owners of the Cross Creek Ranch property entered into an agreement regarding maintenance and use of the Armijo Ditch (the “**1951 Agreement**”). The Parties intend the 1951 Agreement to remain effective. The 1951 Agreement is attached hereto as **Exhibit “D”**.

- G. On June 29, 2005, the State and Association entered into an agreement (the “**2005 Agreement**”) relating to maintenance of the Armijo Ditch and the Diversion Dam. Under the 2005 Agreement, the Association continues to be responsible for maintenance of the Armijo Ditch within the Park and Cross Creek Ranch at its sole cost and expense. The Parties intend the 2005 Agreement to remain in effect. The 2005 Agreement is attached hereto as “**Exhibit E**”.
- H. The Parties desire to enter into this Agreement to address recent increased costs of maintenance and repair of the Armijo Ditch and the diversion dam, protocols for maintenance access to the Armijo Ditch and diversion dam to minimize impacts to the Park property and operations, and protocols for controlling access to the Park from Cross Creek Ranch.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The Recitals set forth above are incorporated herein and made a part of this Agreement.
2. **Authorized Representatives.** Within thirty (30) days after execution of this Agreement, each Party shall designate in writing to the other Party an authorized representative (“Authorized Representative”) and an alternate to administer, on behalf of the designating Party, the provisions of this Agreement as specified herein. The Park Manager shall be the Authorized Representative for the State. The alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the alternates shall have authority to amend this Agreement. However, the Authorized Representatives, or, in the absence of the Authorized Representatives, the alternates may by mutual written agreement extend the time for a Party to perform its obligations under this Agreement in a given calendar year. Written notice of a change of an Authorized Representative or an alternate shall be provided within thirty (30) days of such change.
3. **Responsibilities of the Parties**
 - a. The Association shall:
 - i. Agree to continue to perform, or contract with others to perform, all maintenance and repair of the Armijo Ditch and Dam. The Association shall maintain and repair the Ditch and Dam in such a manner as to permit the

uninterrupted flow of irrigation water through the Ditch. Such maintenance will generally consist of Ditch repair; clearing of plant material, sediment and other debris as necessary; and maintenance and repair of the Dam to ensure that the Dam remains fully functional.

- ii. Agree to continue to be financially responsible for the costs of maintenance and repair of the Ditch and Dam.
- iii. Agree to provide the State with all receipts and invoices outlining the scope of the work performed and repair and maintenance costs for the Ditch and Dam.

b. The State shall:

- i. Agree to reimburse the Association for up to half of the total annual maintenance and repair costs for the Ditch and Dam, not to exceed \$12,500 annually.
- ii. Periodically monitor, through the Park Manager, the condition of the Ditch and inform the Association's Authorized Representative of any needed maintenance or repairs or any situation that may inhibit water flow through the Ditch.
- iii. Maintain the lockable gate (not for equestrian or bicycle use) located on a common boundary between the Park and Subdivision (the "**Gate**").
- iv. Change the access code for the Gate on a quarterly basis and shall only provide the access code for the Gate to lot owners within Cross Creek Ranch that provide the Park with proof of a valid Arizona State Parks Standard Annual Entrance Pass authorizing access to Red Rock State Park.
- v. Maintain the existing connector trail from the Gate to other established Park trails.

4. Maintenance, Repairs, and Associated Access

- a. The State and Association agree to cooperate with one another to ensure that the Association has adequate access to perform its repair and maintenance obligations.
- b. The Association may use existing roads and trails within the Park for access to perform its repair and maintenance obligations; provided, however, that the Association shall only use those portions of the Park reasonably necessary to perform its repair and maintenance obligations, and the Association shall satisfy its repair and maintenance obligations in a timely manner with only such disturbance to the Park and Park operations as is reasonably necessary.

- c. The Association shall provide advance notice to and shall coordinate with the Park Manager before performing or having its contractor perform repair or maintenance activities within the Park. In the event any maintenance or repair activities require cultural clearance, the Park Manager and Association shall cooperate to ensure cultural clearance is obtained before commencing such maintenance or repair activities.
- d. In the event that the Association must utilize heavy equipment to maintain or repair the Armijo Ditch and diversion dam, the Association will obtain advance permission from the Park Manager regarding the roads and trails to be used for such maintenance. The State will not unreasonably withhold permission for the Association to utilize heavy equipment to perform its maintenance obligations.

5. Pedestrian Access from Cross Creek Ranch.

- a. The State may place any signs it deems appropriate on the Gate.
- b. Visitors using the Gate will be subject to all park rules and regulations.
- c. This provision is not intended and shall not be read to grant the Association a license, easement, or other interest in Park property.

6. Effective Date, Term and Termination.

- a. The Effective Date shall be the date this Agreement is executed by all Parties.
- b. The Term of the Agreement shall commence on the Effective Date and continue for a five (5) year term. The Agreement may be renewed once for one additional five (5) year term.
- c. Either party may terminate this Agreement by providing 45 days' advance written notice to the other Party.

GENERAL TERMS AND CONDITIONS

1. Entire Agreement. This is the entire agreement between the Parties pertaining to all matters agreed upon or understood in connection with the Association's rights and obligations pertaining to the Park, and the State's rights and obligations pertaining to the Subdivision. Except as set forth herein, there are no conditions, representations, understandings, interpretations, oral promises, or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties.
2. Execution. This Agreement may be executed in counterparts.
3. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure for the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.
4. Default. If either Party to this Agreement shall fail to fulfill or perform any of its covenants or obligations in this Agreement, and provided that such failure is not cured within ten (10) business days after the other Party delivers written notice via certified mail specifying the nature of the failure, then the Party so failing to perform shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event legal action is commenced.
5. Audit - In accordance with A.R.S. § 35-214, the Parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
6. Non-Discrimination - In accordance with ARS § 41-1461, et. seq., and Executive Order 2023-01, the Parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability.
7. Cooperation. The Parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

8. Applicable Law. This Agreement and the rights of the Parties hereto shall be interpreted, governed and construed in accordance with the laws of the State of Arizona, and venue of any action shall be brought in the State Courts of Arizona, in Maricopa County.
9. Indemnification. To the fullest extent permitted by law, the Association shall defend, indemnify, and hold harmless the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Association or any of its directors, officers, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Association to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the State of Arizona, as Indemnitee, shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Association from and against any and all claims. It is agreed that the Association will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Association and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.
10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
11. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

12. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. In the event the Parties cannot settle the dispute, the Parties may agree to termination upon mutual consent. Notwithstanding the foregoing, to the extent required by A.R.S. §§ 12-1518 and 12-133, the Parties may agree to resolve any dispute arising out of this Agreement by arbitration.
13. Non-Availability of Funds - In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. Water Rights. Nothing in this Agreement shall be construed to impact or impair the existing water rights of any Party hereto.
15. E-Verify - In accordance with ARS § 41-4401, the Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
16. Notices – Notices under this Agreement shall be sent to:

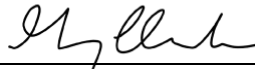
Arizona State Parks
Park Manager
Red Rock State Park
4050 Red Rock Loop Road
Sedona, AZ 86336

Cross Creek Ranch Community Association
John Kalinich, Board Member
jkalinich@gmail.com
Greg Chambers, Board Member
gregchambers1960@gmail.com

IN WITNESSETH WHEREOF, the parties hereto have executed and delivered this Agreement, by their respective officers, duly authorized so to do, as of the date and year first written above.

ASSOCIATION:

CROSS CREEK RANCH COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

By:  _____
Greg Chambers
Its: Board Vice President

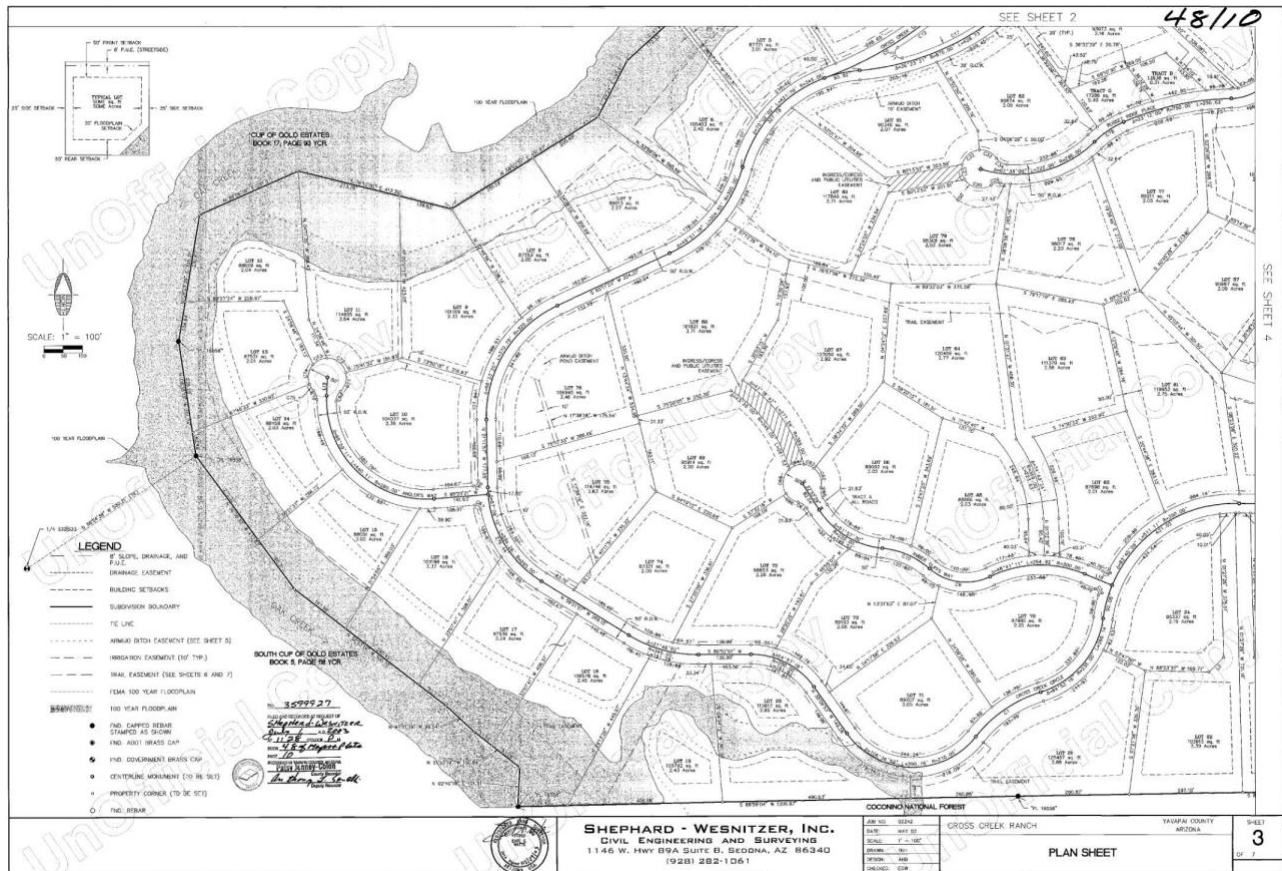
STATE:

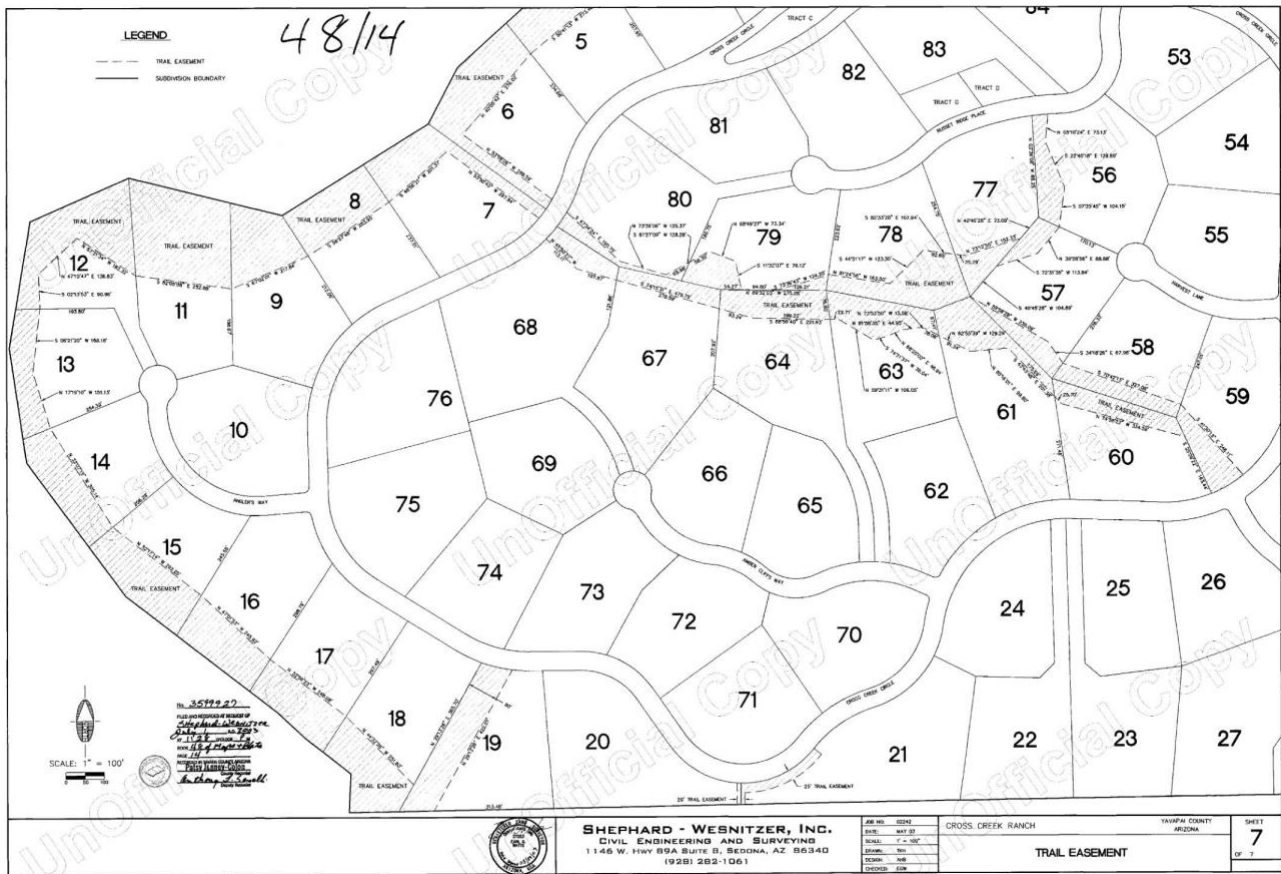
ARIZONA STATE PARKS

By: _____

Its: _____

EXHIBIT “A”





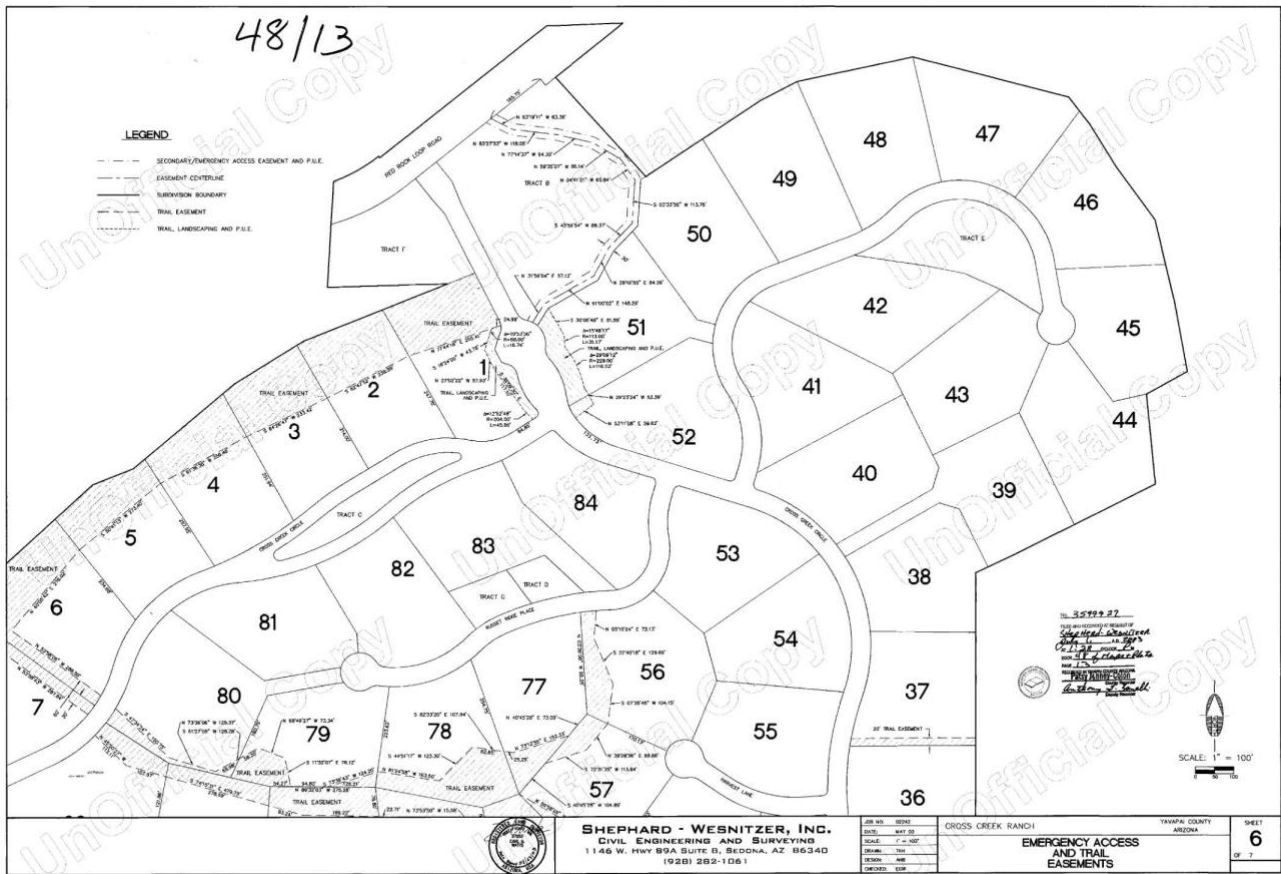



EXHIBIT “B”

thence South $88^{\circ} 58' 57''$ West along the North line of the Southeast Quarter ($SE\frac{1}{4}$) of Section 33, 557.40 feet to the Southeast corner of that certain property as described in Book 697, Pages 908, 909, and 910, Records of Yavapai County, Arizona; (deed bearing North $88^{\circ} 40'$ East); thence along the Easterly line of that certain property as described in said Book 697, Pages 908, 909, and 910 (making an adjustment of $0^{\circ} 19' 00''$ Easterly to said deed bearing) the following described courses and distances, i.e.;

North $0^{\circ} 21'$ East (North $0^{\circ} 02'$ East deed), 1207.87 feet; North $65^{\circ} 16'$ East (North $64^{\circ} 57'$ East deed), 109.20 feet; North $63^{\circ} 43'$ East (North $63^{\circ} 24'$ East deed), 414.82 feet; North $5^{\circ} 32'$ West (North $5^{\circ} 51'$ West deed), 236.70 feet; North $61^{\circ} 29'$ East (North $61^{\circ} 10'$ East deed), 122.00 feet, to a point in Oak Creek; North $10^{\circ} 11'$ West (North $10^{\circ} 30'$ West deed), 183.60 feet; North $13^{\circ} 17'$ West (North $13^{\circ} 36'$ West deed), 221.97 feet; North $36^{\circ} 01'$ West (North $36^{\circ} 20'$ West deed), 171.35 feet; North $31^{\circ} 44'$ West (North $32^{\circ} 03'$ West deed), 131.32 feet; North $37^{\circ} 46'$ West (North $38^{\circ} 05'$ West deed), 90.34 feet; North $75^{\circ} 27'$ West (North $75^{\circ} 46'$ West deed), 420.53 feet; South $78^{\circ} 11'$ West (South $77^{\circ} 52'$ West deed), 308.39 feet; South $62^{\circ} 52'$ West (South $62^{\circ} 33'$ West deed), 107.63 feet; South $56^{\circ} 56'$ West (South $56^{\circ} 37'$ West deed), 356.66 feet; North $42^{\circ} 29'$ West (North $42^{\circ} 48'$ West deed), 383.50 feet; South $47^{\circ} 31'$ West (South $47^{\circ} 12'$ West deed), 58.20 feet, more or less to a point in Red Rock road; thence North $43^{\circ} 40' 04''$ East, 40.45 feet to a point of curve on the center line of Red Rock Road, as described in Book 118, Pages 419, 420, and 421, said point of curve having a tangent bearing of North $50^{\circ} 47' 30''$ East (North $50^{\circ} 57' 30''$ East deed); thence along said curve in a Northeasterly direction, concave to the left, said curve having a central angle of $13^{\circ} 10' 15''$, a radius of 727.01 feet and a length of 167.12 feet to a point on the North line of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 33; thence North $88^{\circ} 05'$ East (USBLM bearing - 1956) along the North line of said Northeast Quarter of Section 33, 2468.40 feet to the Northeast corner of said Section 33 and the point of beginning.

02-87-0003

Red Rock

	INSTRUMENT # 8649102
	OFFICIAL RECORDS OF
	YAVAPAI COUNTY
	PATSY C. JENNEY
	REQUEST OF:
	AZ STATE PARKS BOARD
	DATE: 12/22/86 TIME: 11:45
FEE: 5.50	
BOOK 1887 PAGE 562 PAGES: 010	

MICROFILMED

INDEXED

Form 1860-9
(November 1984)

The United States of America

To all to whom these presents shall come, Greeting:

A-21895

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RecFee	P		Co	St

WHEREAS,

The Arizona State Parks Board

is entitled to a Land Patent pursuant to the Recreation and Public Purposes Act of June 14, 1926, 44 Stat. 741, as amended and supplemented, 43 U.S.C. 869 et seq. (1982), as authorized by Public Law 99-632, dated November 7, 1986, for the following described land:

Gila and Salt River Meridian, Arizona

T. 17 N., R. 5 E.,

sec. 33, a parcel of land situated in and being a part of the E $\frac{1}{2}$ described as follows:

PARCEL A

Beginning at the Northeast corner of said Section 33, as established from the USBLM survey of 1956, run thence South 4° 46' West (USBLM bearing - 1956) along the East line of said Section 33, 700.28 feet; thence North 87° 45' 20" West, 136.61 feet; thence South 40° 03' 50" West, 84.39 feet; thence South 2° 06' 53" East, 119.25 feet; thence South 18° 49' 04" East, 33.41 feet; thence South 46° 42' 39" East, 39.55 feet; thence South 55° 22' 04" East, 91.43 feet; thence South 51° 44' 22" East, 56.70 feet to a point on the East line of said Section 33; thence South 4° 46' West along said East line of Section 33, 3703.40 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 33; thence North 89° 55' 31" West along the South line of said Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 33, 662.45 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 33; thence North 4° 21' 47" East, 2004.54 feet to the Northwest corner of the East Half of the Northeast Quarter of the Southeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 33;

BOOK 1887 PAGE 562

Patent Number 02-87-0003

A-21895

sec. 34, a parcel of land situated in and being a part of section 34 described as follows:

Parcel B

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of said Section 34, from which the Northwest corner of said Section 34 bears North $4^{\circ} 46'$ East (USBLM bearing), 1355.31 feet; thence South $4^{\circ} 46'$ West along the West line of said Section 34, 3373.92 feet to the Southwest corner of the North Half of the South Half of the Southwest Quarter ($N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$) of said Section 34; thence North $88^{\circ} 25' 09''$ East along the South line of said North Half of the South Half of the Southwest Quarter, 2583.54 feet to the Southeast corner of said North Half of the South Half of the Southwest Quarter ($N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$) of said Section 34, said corner being identical with the Southwest corner of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$) of said Section 34; thence North $89^{\circ} 33' 04''$ East, 660.13 feet to the Southeast corner of said Northwest Quarter of the Southwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$) of Section 34; thence North $2^{\circ} 42' 22''$ East along the East line of said Northwest Quarter of the Southwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$) of Section 34 and a prolongation thereof, 1015.11 feet to the Northeast corner of the South Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter ($S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$) of said Section 34; thence North $9^{\circ} 18' 16''$ East, 47.13 feet to the Southeasterly corner of that certain property as described in Book 564, Page 157, Records of Yavapai County, Arizona; thence along the Southerly and Westerly lines of said property as described in Book 564, Page 157 (making an adjustment of $0^{\circ} 02' 00''$ Easterly to said deed bearings) the following courses, i.e.;

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South 48° 51' West (South 48° 49' West deed), 52.5 feet; North 46° 44' West (North 46° 42' West deed), 327.9 feet; North 22° 20' West (North 22° 18' West deed), 105.6 feet; North 54° 33' West (North 54° 31' West deed), 197.5 feet; North 21° 01' West (North 20° 59' West deed), 235.0 feet; North 48° 14' West (North 48° 12' West deed), 152.8 feet; South 89° 36' West (South 89° 38' West deed), 148.7 feet; North 39° 24' West (North 39° 22' West deed), 304.9 feet to a point in Oak Creek; North 41° 22' East (North 41° 24' East deed), 123.3 feet up Oak Creek; North 11° 45' West (North 11° 43' West deed), 395.0 feet up Oak Creek to the Northwest corner of that certain property as described in said book 564, Page 157 said Northwest corner also being the Southwest corner of that certain property as described in Book 559, Page 780, Records of Yavapai County, Arizona; thence along the Westerly line of said property as described in Book 559, Page 780 (making a bearing adjustment of 0° 02' 00" Easterly to said deed bearings) the following courses, i.e.;

North 11° 45' West (North 11° 43' West deed), 505.0 feet up Oak Creek; North 33° 02' West (North 33° 00' West deed), 397.2 feet up Oak Creek to a point on the North line of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 34; thence South 88° 39' 22" West along the South line of the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of said Section 34, 1680.40 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 34 and the point of beginning.

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EXCEPTING therefrom the following described land:

The North 635.25 feet of the West 1200.00 feet of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the side lines being parallel with the North and West lines of said Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), located in Section 34, Township Seventeen (17) North, Range Five (5) East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

containing 286.17 acres;

NOW KNOW YE, That there is therefore, granted by the UNITED STATES unto the above said Arizona State Parks Board, the land described for park and recreational facilities;

TO HAVE AND TO HOLD the said land with all rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Arizona State Parks Board, its successors and assigns forever;

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. Rights-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.
2. All minerals, together with the right to mine and remove the same under applicable law and regulations as may be prescribed by the Secretary of the Interior.

SUBJECT TO:

1. Easement and rights incident thereto for electric power transmission lines as to Parcels A and B, as set forth in instruments recorded in Book 188 of Deeds, Page 485 of the records of Yavapai County, Arizona.
2. Easement and rights incident thereto for a roadway as to Parcel B, as set forth in instrument recorded in Book 268 of Official Records, Page 340 of the records of Yavapai County, Arizona.

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3. Easement and rights incident thereto for electric lines as to Parcel A, as set forth in instrument recorded in Book 1074 of Official Records, Page 855 of the records of Yavapai County, Arizona.
4. Easement and rights incident thereto for electric lines as to Parcel B, as set forth in instrument recorded in Book 1094 of Official Records, Page 597 of the records of Yavapai County, Arizona.
5. Easement and rights incident thereto for underground electric lines as to Parcel B, as set forth in instrument recorded in Book 1343 of Official Records, Page 968 of the records of Yavapai County, Arizona.
6. Easement and rights incident thereto for public highway as to Parcel A, as set forth in instrument recorded in Book 1116 of Official Records, Page 743 of the records of Yavapai County, Arizona.
7. Right-of-way for Red Rock Road over the Northwesternly 33 feet of Parcel A as disclosed by map attached to Deed, recorded in Book 118 of Official Records, Page 421 of the records of Yavapai County, Arizona.
8. Easement and rights incident thereto for water well and water line, as set forth in instrument recorded in Book 1398 of Official Records, Page 785 of the records of Yavapai County, Arizona.
9. Right-of-way for Armijo Ditch, as to Parcels A and B shown on map attached to instrument recorded in Book 172 of Deeds, Page 269 of Official Records of Yavapai County Recorder, Arizona.
10. Agreement according to the terms and conditions for use of Armijo Ditch in Parcels A and B, dated September 4, 1951, between Helen Varner Frye and W.R. Leenhouts and Margaret Leenhouts, his wife, recorded February 10, 1953 in Book 11 of Official Records, page 485 of the records of Yavapai County, Arizona.

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11. Possible easement for water pumping system as to Parcels A and B, as disclosed by instrument recorded in Book 190 of Deeds, Page 60 of the Official Records of Yavapai County Recorder, Arizona.
12. An unrecorded easement for well and water pipes located near the Northeasterly line of Parcel B.
13. Water rights, claim or title to water.

The State, its lessees, assigns, or successors in interest hereby agrees to the following:

1. To maintain the lands open to use by the public without discrimination or favor.
2. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise) and to charge no more for entrance to and use of the area than is charged at other comparable installations managed by State and local agencies. The patentee will submit to the Bureau of Land Management its schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the lands in accordance with the approved plans of management and development.
4. To allow the Bureau of Land Management to manage consistent with the purpose of the grant, all the other values of the lands and to recognize the right of the United States to retain the revenues from such management.

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Title to the above-described lands shall revert to the United States upon a finding, after notice and opportunity for a hearing, that without the approval of the BLM authorized officer:

- (a) The patentee or its approved successor attempts to transfer title to or control over the lands to another without approval of the BLM authorized officer;
- (b) The lands have been devoted to a use other than that for which the lands were conveyed;
- (c) The lands have not been used for the purpose for which they were conveyed for a five-year period; or
- (d) The patentee has failed to follow the approved development and management plans filed on March 27, 1986, with the Bureau of Land Management, or any revision thereof approved by the Secretary of the Interior or authorized delegate.

The Secretary of the Interior may take action to revert title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or sub-contractors (including without limitation lessees, sub-lessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

The grant of the herein described land is subject also to the following reservations, conditions, and limitations:

1. The patentee or its successor-in-interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the Act cited above, or for another purpose involving the provision of similar services or benefits.

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2. If the patentee or its successor-in-interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that Title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the Act cited above, or for any other purpose involving the provision of similar services or benefits, the Secretary of the Interior or authorized delegate may declare the terms of this grant terminated in whole or in part.
3. The patentee, by acceptance of this patent, agrees for itself or its successors-in-interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or authorized delegate, operate to revert in the United States full title to the lands involved in the declaration.
4. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
5. The patentee or its successor-in-interest will, upon request of the Secretary of the Interior or authorized delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964, to the area or facility granted.
6. The reservations, conditions, and limitations contained in paragraphs 1 through 5 shall constitute a covenant running with the land, binding on the patentee and its successors-in-interest for the period for which the land described herein is used for the purpose for which this grant is made, or for another purpose involving the provisions of similar services or benefits.
7. The assurances and covenant required by Sections 1 through 6 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

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8. The patentee, by acceptance of this patent, agrees for itself or its successors-in-interest that it will allow the Bureau of Land Management to manage, consistent with the purposes for which the grant was made, all the other values of the land and to recognize the right of the United States to retain the revenues from such management.



Patent Number 02-87-0003

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in PHOENIX, ARIZONA
the SEVENTH day of NOVEMBER in the year
of our Lord one thousand nine hundred and EIGHTY-SIX,
and of the Independence of the United States the two hundred
and ELEVENTH.

By D. Dean Bibles
D. Dean Bibles
State Director

800A 1887 PAGE 571

EXHIBIT “C”

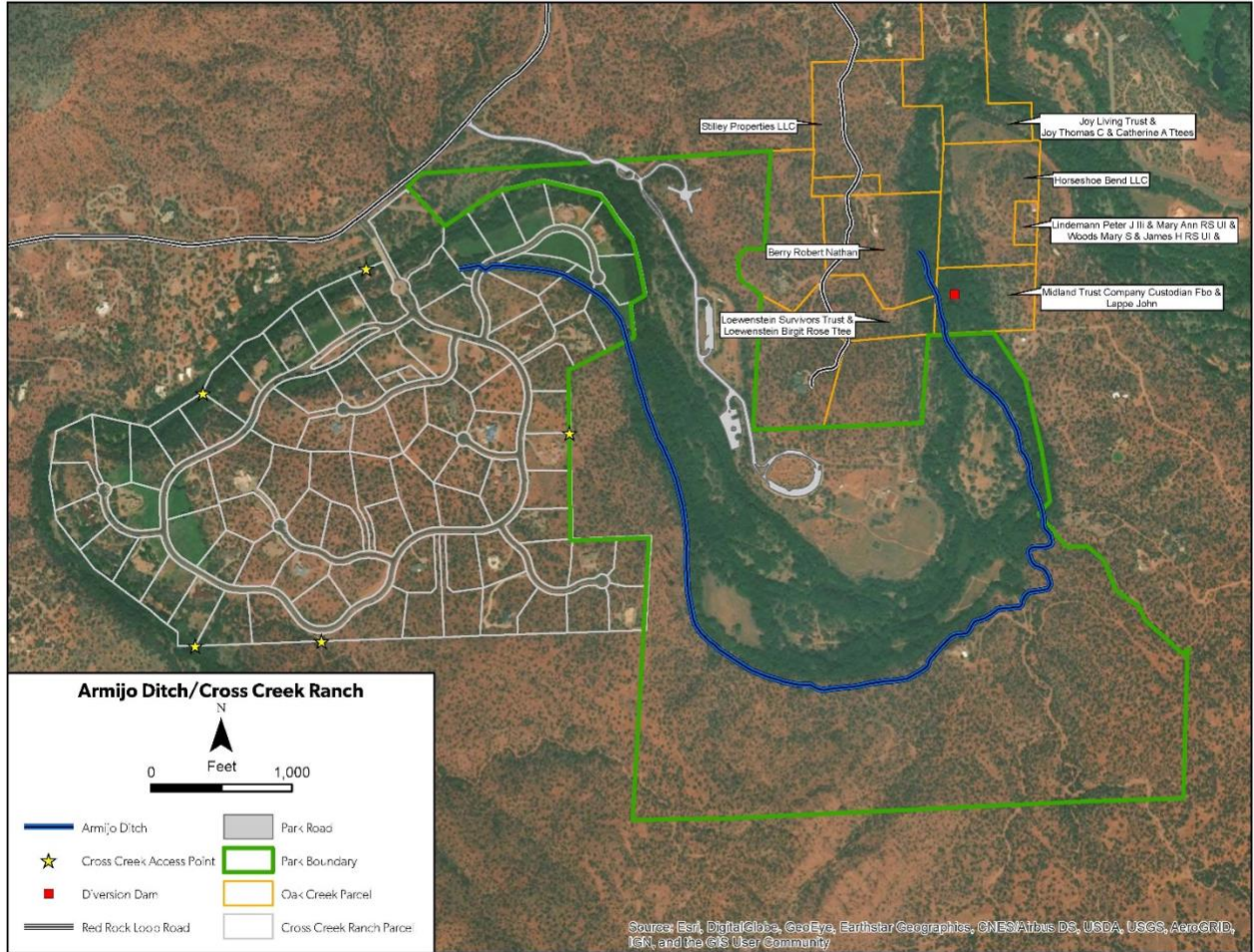


EXHIBIT “D”

STATE OF ARIZONA, County of Yavapai.

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I do hereby certify that the within instrument was filed and recorded at request of

on 7-26-10 A.D. 1953

at 4:55 P.M.

M. Book

Official Records.

Page 485-487 (2nd) Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

CLARENCE CHAPMAN, County Recorder.

By

J. C. Jones

Deputy.

INDEXED

AGREEMENT

THIS AGREEMENT made and entered into this 4th day of September, 1951, by and between HULLEN VARNER FRYE of Smoke Trail Ranch, Sedona, Yavapai County, Arizona, party of the first part, and W. R. LEENHOUTS and MARGARET LEENHOUTS, husband and wife, of Tucson, Arizona, parties of the second part.

WITNESSETH:

THAT WHEREAS the party of the first part is the owner of certain lands in Sections 33 and 34 in Township 17 North, Range 5 East, GEORBEK, in Yavapai County, Arizona, and

WHEREAS the party of the first part and Jack Frye on the 31st day of July, 1947, conveyed to Albert E. Burhop and Frances A. Burhop, husband and wife, a certain tract of land in Section 33, Township 17 North, Range 5 East, together with the right to use and appropriate to beneficial use 130 minors inches of water from Oak Creek, formerly delivered through the Armijo Ditch, to be delivered to grantees through a pumping system, and not through said Armijo Ditch, and

WHEREAS the said Albert E. Burhop and Frances A. Burhop under date of July 6, 1951, have entered into an agreement for the sale of said tract of land so conveyed to said Burhops, together with the water acquired by the Burhops, to the parties of the second part, and

WHEREAS the parties of the second part are desirous of using the said Armijo Ditch for the delivery of the water so acquired by them instead of using the pumping system, and

WHEREAS the party of the first part has used and maintained the said Armijo Ditch for her own use, and in addition thereto, has had the use and benefit of waters in a natural channel from the main body of Oak Creek at the point and just

which begins

*WRL
MNL*

RVF

below the point of the ditch diversion; that at a point between the field which is under the house of Apache Fires and the Rincon field, certain of the waters from the ditch flume run into a seep on the lands of the party of the first part for the beneficial use of the party of the first part, and in addition to the foregoing, there are two seeps from the ditch, one at a point just below what is known as Eagle Nest Cliff, (the highest cliff on the Smoke Trail Ranch), and the other is a seep from the last flume on the property of the party of the first part; and

WHEREAS it is necessary to properly ditch the seepage under the Eagle Nest Cliff and to run a pipe under the road to avoid forming mud holes; and

WHEREAS the waters owned by the party of the first part have been used for irrigation and other beneficial purposes and have flown into certain channels and washes for the benefit of the party of the first part.

WHEREAS the party of the first part is desirous of the continued use of a right-of-way of the old Armijo Ranch road which is parallel to Oak Creek and lies on the South side of the Creek, which connects the two ranches without crossing the river, and is desirous of acquiring a right-of-way for a road breaking off from the old Armijo Ranch road at a point near the old homestead cabin of the Deer Lick Ranch, such log cabin lying East of the Deer Lick Ranch's Main Headquarters Building and extending from there to connect with the old south Forest Road, making it possible to reach a location near the top of Eagle Nest Cliff.

AND WHEREAS the party of the first part is agreeable to granting to the parties of the second part the use of such ditch under terms and conditions as hereinafter set forth;

NOW THEREFORE the party of the first part does hereby grant to the parties of the second part the use of such ditch to carry the waters to which they are entitled under the follow-

MWL
WRL
JVF

MWL
WRL
JVF

ing terms and conditions:

1. Parties of the second part agree to maintain said ditch in good condition throughout its course from the head waters of said ditch including upkeep of ditch's river dam head, and through the property of the party of the first, and to deepen and enlarge the same as necessary so as to carry adequate waters for the use of both of the parties hereto to use and irrigate, at the same time, and to maintain the same so as not to cause the party of the first part damage to property and roadways and inconvenience to the party of the first part in ingress and egress to and from her ranch and residence properties.
2. Parties of the second part agree to permit the flow of waters in the natural channels, seepages and washes hereinabove described, and to promptly repair said ditch in the event of overflows, breaks or washings into the fields and roads on the property of the party of the first part.
3. Parties of the second part assume the responsibility of maintaining hatches and all flumes and culverts of the present ditch in good condition and properly adjusted so that there may be a continuous flow of irrigation water to both the property of the party of the first part and the parties of the second part.
4. The parties of the second part agree to keep the present ditch crossing to the house of the Apache Fires and ditch crossing between the two ranches in good condition for all types of vehicular traffic.
5. Parties of the second part agree that in the event they deem it advisable to cement any part of the said ditch, they must make the cement thick enough with proper reinforcements so that it will not be broken down by livestock crossing or

walking into the ditch.

6. The parties of the second part hereby grant to the party of the first part the right-of-way for the road hereinabove described and agree to install two cattle guards, one entering their property and the other leaving the property for this particular right-of-way, the cattle guards to be metal and adequate for all types of traffic and to turn the stock on the properties of the parties hereto.

7. It is agreed that in the event the parties of the second part abandon the use of the ditch altogether, it will in no way effect their obligation to give the party of the first part the right-of-way as hereinabove provided for.

8. It is further agreed that in the event the parties of the second part fail to reasonably comply with the terms of this agreement, then their failure so to do will work a forfeiture of their right to the use of said ditch hereof.

9. It is further agreed that the parties of the second part will bear all expenses and attorney's fees in the preparation of this agreement.

10. This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Helen Varner Frye
Margaret W. Leenhouts
Willis R. Leenhouts

STATE OF ARIZONA :
COUNTY OF COCHISE : ss

This instrument was acknowledged before me this 17 day of July, 1951, by Helen Varner Frye.

Notary Public

My commission expires:

BOOK 11 PAGE 488

STATE OF ARIZONA : : ss
COUNTY OF Yavapai :

This instrument was acknowledged before me this 4 day
of Sept. 1951, by W. R. Leenhouts and Margaret
Leenhouts, husband and wife.

J. H. Dickinson
Notary Public

My commission expires:

EXHIBIT “E”

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of 29th day of Jan., 2005 by and between **CROSS CREEK RANCH COMMUNITY ASSOCIATION**, an Arizona nonprofit corporation (the "Association") and **ARIZONA STATE PARKS**, (the "State").

RECITALS

A. The Association has been created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch, recorded on July 1, 2003, in Book 4047 at page 427, Official Records of Yavapai County Recorder, Yavapai County, Arizona, as may be amended from time to time (the "Declaration"). The Declaration encumbers the single-family residential subdivision (the "Subdivision") being constructed upon that certain real property described in the Declaration and commonly known as Cross Creek Ranch.

B. Red Rock State Park (the "Park"), which is owned and maintained by the State, is located east of and immediately adjacent to the Subdivision.

C. The parties are entering into this Agreement to confirm their understanding with respect to certain matters affecting the Park and the Subdivision. In return for its maintenance of the Armijo Ditch and the diversion dam located on Oak Creek, the Association will be permitted an access point to the Park at the location shown on Exhibit "A".

AGREEMENT

The undersigned parties hereby agree as follows:

1. Incorporation. The recitals set forth as paragraphs A, B and C above are incorporated herein and made a part hereof.

2. Association Meetings. The Association shall inform the State, in writing, of the time and date of each of the Association's annual meetings, at least two weeks in advance of said meetings, and allow the State's representative to attend such annual meetings.

3. Maintenance of Armijo Ditch. An irrigation ditch commonly known as the "Armijo Ditch" delivers irrigation water through the Park and onto the Subdivision for the purpose of irrigating areas within the Subdivision. The Association, at its sole cost and expense, agrees to maintain that portion of the Armijo Ditch located within the Park, and the diversion dam on Oak Creek associated with the ditch. The Association shall maintain the Armijo Ditch and the diversion dam in substantially the same manner and condition as it exists as of the date of this Agreement, with such maintenance generally consisting of ditch repair, and clearing of plant material, sediment

and other debris as may be necessary or appropriate to permit the uninterrupted flow of irrigation water through the Armijo Ditch. The State and the Association hereby acknowledge and agree that the obligations of the Association contained in this Agreement (i) pertain only to the maintenance of irrigation infrastructure within the Park and the diversion dam on Oak Creek associated with the ditch, and (ii) do not apply to, and the Association makes no pledge, representation, or guaranty with respect to, the availability of water, water quality, or any other water rights.

4. Maintenance Access. Maintenance activity will be coordinated with the Park Manager and the Association must obtain advance permission from the Park Manager to utilize Park roads and trails for maintenance access. The Association shall use only those portions of the Park reasonably necessary to satisfy its maintenance obligations, and the Association shall satisfy its maintenance obligations in a timely manner with as little disturbance to the Park and park operations as reasonably necessary. The Park Manager will monitor the condition of the ditch and notify the Association of any situation that may inhibit water flow through the ditch. The State and the Association agree to cooperate with one another to ensure that the Association fulfills its maintenance responsibilities. The State will not unreasonably withhold permission for the Association to utilize Park roads and trails to comply with the Association's maintenance obligations under this Agreement. This provision is not intended and shall not be read to grant the Association a license, easement, or other interest in Park property.

5. Pedestrian Access. The Association, at its sole cost and expense, agrees to construct, install and maintain a lockable, self-closing pedestrian gate (not for equestrian or bicycle use) (the "Gate") located along the common boundary of the Subdivision and the Park at the location shown on Exhibit "A", for the purpose of regulating pedestrian access between the Subdivision and the Park. The Association shall purchase an Arizona State Parks Standard Annual Entrance Pass for each home that has been issued a Certificate of Occupancy, and then annually thereafter for each homeowner. The State Parks Annual Pass permits access to and recreational use of the Park in accordance with all Park rules and regulations. Parks may place any signs it deems appropriate on the Gate. Visitors using this Gate are subject to all Park rules and regulations and a copy of Park rules and regulations will be posted at the Gate. Use of the Park is also subject to all applicable federal, state and local regulations. The Association shall notify its members that the Gate shall be used in accordance with the terms of this section. Nothing in this Agreement shall impose any duty on the Association to monitor or enforce the permitted use of the Gate by its members or any other parties. The Park shall likewise not be obligated to monitor activities at the Gate. Within a reasonable period after the execution of this agreement the Park will construct a connecting trail between the Gate and an established park trail. The Gate shall not be used for access to the Park before the connecting trail is constructed. This provision is not intended and shall not be read to grant the Association or its members a license, easement, or other interest in Park property.

Annual Pass.

Trail Construction

6. Default. If either party to this Agreement shall fail to fulfill or perform any of its covenants or obligations in this Agreement, and provided that such

failure is not cured within ten (10) business days after the other party delivers written notice via certified mail specifying the nature of the failure, then the party so failing to perform shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event legal action is commenced. The parties agree to use arbitration following the American Arbitration Association procedures to resolve any dispute arising out of this agreement.

7. Entire Agreement. This is the entire agreement between the parties pertaining to all matters agreed upon or understood in connection with the Association's rights and obligations pertaining to the Park, and the State's rights and obligations pertaining to the Subdivision. Except as set forth herein, there are no conditions, representations, understandings, interpretations, oral promises, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition may be made to this Agreement except by a written agreement executed by the parties.

8. Binding Effect; Termination. The terms and provisions of this Agreement shall be binding upon and inure for the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Either party may terminate this agreement by giving 30-day written notice to the other party. Unless earlier terminated by either party, this Agreement automatically shall terminate concurrently with the termination of the Declaration, as and when provided pursuant to the terms of the Declaration.

9. Cooperation. The parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

10. Applicable Law. This Agreement and the rights of the parties hereto shall be interpreted, governed and construed in accordance with the laws of the State of Arizona, and venue of any action shall be brought in the State Courts of Arizona, in Maricopa County.

11. Indemnification and Damages. The Association shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Association or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the

Association to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of the Indemnitee, be indemnified by the Association from and against any and all claims. It is agreed that the Association will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of this Agreement, the Association agrees to waive all rights of subrogation against the Indemnitee arising from the work performed by the Association under this Agreement.

12. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

13. Right to Cancel. Pursuant to A.R.S. Section 38-511, the State shall have the right to cancel this Agreement within three (3) years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State is, at any time while the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to the other party of this Agreement with respect to the subject matter of this Agreement.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

15. Notices. Notices under this agreement shall be sent to:

Arizona State Parks
Park Manager
Red Rock State Park
4050 Red Rock Loop Road
Sedona, AZ 86336

With a copy to:
Real Estate Manager
Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Cross Creek Ranch Community Association
c/o Ogden & Company, Inc.
5725 N. Scottsdale Rd. Ste. #C-100
Scottsdale, AZ 85250

16. Anti-discrimination. The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

17. Record Retention. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement.

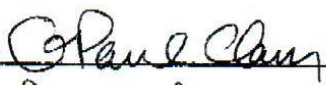
18. Non-availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

19. Arbitration. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, by their respective officers, duly authorized so to do, as of the date and year first written above.

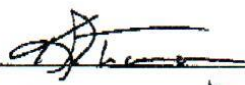
ASSOCIATION:

CROSS CREEK RANCH COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

By: 
Its: President

STATE:

ARIZONA STATE PARKS

By: 
Its: Executive Director

