

Landowner cooperative agreement.

This agreement, dated _____, by and between the _____ Commission, an administrative agency of the State of _____, acting by and through its Executive Director, under authority of _____ of the General Statutes of _____, Commission, and _____, a non-profit corporation organized and existing under the laws of _____, Landowner.

It is the mutual desire of the Commission and the Landowner to enter into a Cooperative Agreement for the purpose of protecting, managing, and propagating fish and game, and for the purpose of providing the people of _____ with hunting and fishing facilities;

The provisions of this Agreement shall apply to the lands described below:

That certain area known as _____, located in _____ County, _____, containing approximately _____ acres, more or less, being the same real property acquired by the Landowner by deed dated _____, recorded in Deed Book _____, Page _____, in the Office of the Register of Deeds of _____ County, _____, in which deed the real property is described in more particular detail.

Additional Conditions of This Agreement:

A. The Commission shall not apply nor permit application of any herbicides, pesticides, fertilizers, or any other chemical of any nature to the easement area, without having first obtained the written permission of the Landowner.

B. No plant or animal species which is not indigenous to the State of _____ shall be permitted on the property at any time by the Commission without the express written permission of the Landowner.

C. The Commission understands and agrees that the Landowner makes no warranty concerning the safety or condition of the property for any purpose.

D. No hunting, fishing or trapping or public access of any nature shall be permitted within the area designated as a "Safety Zone" on the map shown on page _____ of a certain publication of the Commission entitled, _____. The Commission agrees to erect and display notices at reasonable intervals on the property, indicating that the Safety Zone area is closed to public hunting, fishing, trapping and other access.

E. No vehicles, except for vehicles owned or leased and operated by the State of _____ shall be permitted on the property at any time.

Commission Agrees:

1. To provide game and fish protection through its staff for the proper enforcement of the game and fish laws, rules and regulations made pursuant to the game and fish laws of _____.

2. To thoroughly demarcate the boundary of the area under consideration with signs of suitable material.

3. To develop the area for game by the application of scientific management techniques that are compatible with good land use and that are consistent with the funds, personnel and other facilities available for use.

4. To recognize the primary use of the land by the Landowner and to apply only those techniques that are compatible with that primary use.

5. To assist the Landowner in any way possible with the protection of the property against fire and against trespass.

6. To formulate and administer a program of controlled public hunting based on scientific principles of harvest and wildlife management.

7. To transmit to the Landowner by _____ a pro-rata share of 50% of the proceeds from the sale of Game Lands Use Permits for the fiscal year ending _____ based on the ratio which the Landowner's acreage included in Game Lands bears to the total acreage contained in all of the Commission's Game Lands.

The Landowner Agrees:

1. That the Commission shall have the right of ingress, egress and regress upon the lands of the Landowner at any and all times for the protection and propagation of wildlife.

2. To designate the areas as open to controlled public hunting under the administration of the Commission.

3. To permit the Commission to improve wildlife habitat by the clearing and planting of food plots and rights-of-way consistent with the primary use; however, no such clearing shall occur unless and until the Commission obtains the written approval of the Landowner as to each portion of the property.

4. To permit the Commission to establish regulations governing harvest of surplus game and fish populations for the benefit of the public.

It is Mutually Agreed:

1. That this Agreement shall become effective as soon as signed by the parties. This agreement may be terminated on _____ of any year by prior written notice of either party to the other.

2. That in the event termination is affected, the Commission shall have the right to remove any and all buildings, apparatus and materials supplied by it for the purpose of this Agreement.

3. That this Agreement may be amended, from time to time, by an instrument in writing, properly signed by both parties.

4. That nothing contained in this agreement shall be construed as limiting or affecting in any way, except as to game and fish conservation, the authority of the Landowner in connection with the use, protection and administration of the above-mentioned lands, and that this agreement is subject to any and all existing and future rights-of-way, easements, leases, liens, or encumbrances authorized by the Landowner.

5. That the Landowner shall have the right, from time to time, to classify certain areas as "Safety Zones," upon which hunting, fishing and trapping will not be allowed. These "Safety Zones" shall be identified by written notice from the Landowner to the Commission, to become effective as of the effective date of this agreement or 30 days after the date of written notice.

6. That additional lands acquired in fee by the Landowner may be incorporated into this Agreement by written amendment to this agreement signed by authorized representatives of each party.

7. That the Commission, its agents, employees, invitees and permittees accept and shall enter into the premises in their present condition or as they may be from time to time, in the future; and the Landowner shall not be responsible for any injury or damage to persons or property resulting from or connected in any way with the exercise of any rights or privileges under or by virtue of the provisions of this Agreement.

[Signatures]