ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is made and entered into this 20th day of February, 2019, by and between EL DORADO BENSON, LLC, an Arizona limited liability company ("El Dorado"), COCHISE COUNTY ARIZONA, a political subdivision of the State of Arizona ("County"), and THE STATE OF ARIZONA, by and through the ARIZONA GAME AND FISH COMMISSION (the "Commission").

RECITALS

A. The County was previously granted by El Dorado, as the owner of certain real property located in Cochise County, Arizona, a perpetual non-exclusive recreational access easement in gross over and across a portion of the that real property for the purpose of providing public access to the Whetstone Mountains. This easement was formalized via written agreement titled Easement Conveyance Agreement for Recreational Access, signed by the County and El Dorado on February 27, 2018, and further by an additional written agreement between the County and El Dorado, signed and recorded as the Recreational Access Easement Agreement in the records of Cochise County, Arizona as Document 2018-03480 (recorded on February 27, 2018). The Easement Conveyance Agreement for Recreational Access and the Recreational Access Easement Agreement are referred to herein collectively as the "Easement."

B. The Easement includes a provision allowing the County to assign its rights and obligations under the Easement to another governmental agency, including the State of Arizona acting through the Commission, with the written consent of El Dorado. The parties desire to convey the County’s rights and obligations in the Easement to the Commission, and the Commission approved the acceptance of the Easement on May 4, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, restrictions, and requirements contained herein, the parties agree as follows:
1. **Assignment.** The County hereby assigns all of its rights and obligations under the Easement to the Commission.

2. **Consent to Assignment.** El Dorado hereby consents to the County's assignment of all of its rights and obligations under the Easement to the Commission.

3. **Acceptance of Assignment.** The Commission hereby accepts the assignment of all of the rights and obligations of the County under the Easement and agrees to comply with the terms thereof. The County is hereby released from any and all obligations under the terms of the Easement.

IN WITNESS WHEREOF, the parties have executed this Assignment effective the date first above set forth.

[Signature pages to follow]
Cochise County, a political subdivision
of the State of Arizona

By: ______________________

Peggy Judd, Chairwoman

Attest:

__________________________
Title: Clerk of the Board

ACKNOWLEDGMENT

STATE OF ARIZONA )
) ss.
County of Cochise )

The foregoing instrument was acknowledged before me this _______ day of
______________, 201_ by Peggy Judd as Chairwoman of the Cochise County Board
of Supervisors.

__________________________________________
Notary Public
My commission expires: ______________
El Dorado Benson LLC,
an Arizona limited liability company
By: El Dorado Holdings, Inc.,
an Arizona limited liability company
Its: Administrative Agent

By: [Signature]

Its: [Signature]

ACKNOWLEDGMENT

STATE OF ARIZONA )
 ) ss.
COUNTY OF [Maricopa]

The foregoing instrument was acknowledged before me this 20 day of
Feb ______, 2019 by [Michael Reinbold], the
_________________________ of El Dorado Benson, LLC.

[Signature]
Notary Public

My commission expires: 5/10/20.
State of Arizona, by the Arizona Game and Fish Commission.

By: ______________________

Name: ____________________

Title: _____________________

ACKNOWLEDGMENT

STATE OF ARIZONA )
                     ) ss.
COUNTY OF _________ )

The foregoing instrument was acknowledged before me this ___ day of 201__ by Ty E. Gray, Director of the Arizona Game and Fish Department and Secretary to the Arizona Game and Fish Commission.

___________________________
Notary Public
My commission expires: _____________.

5