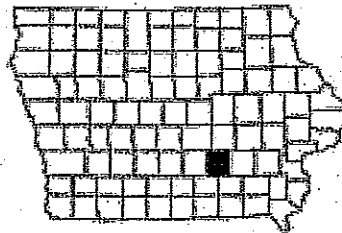
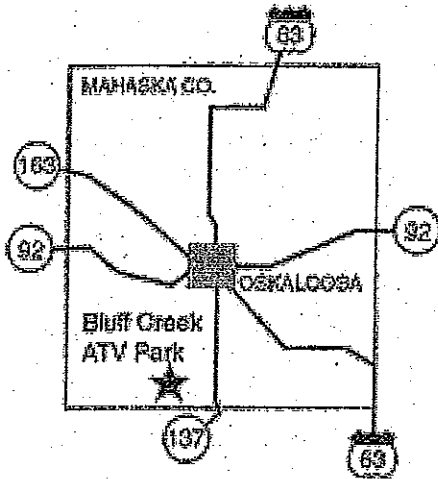
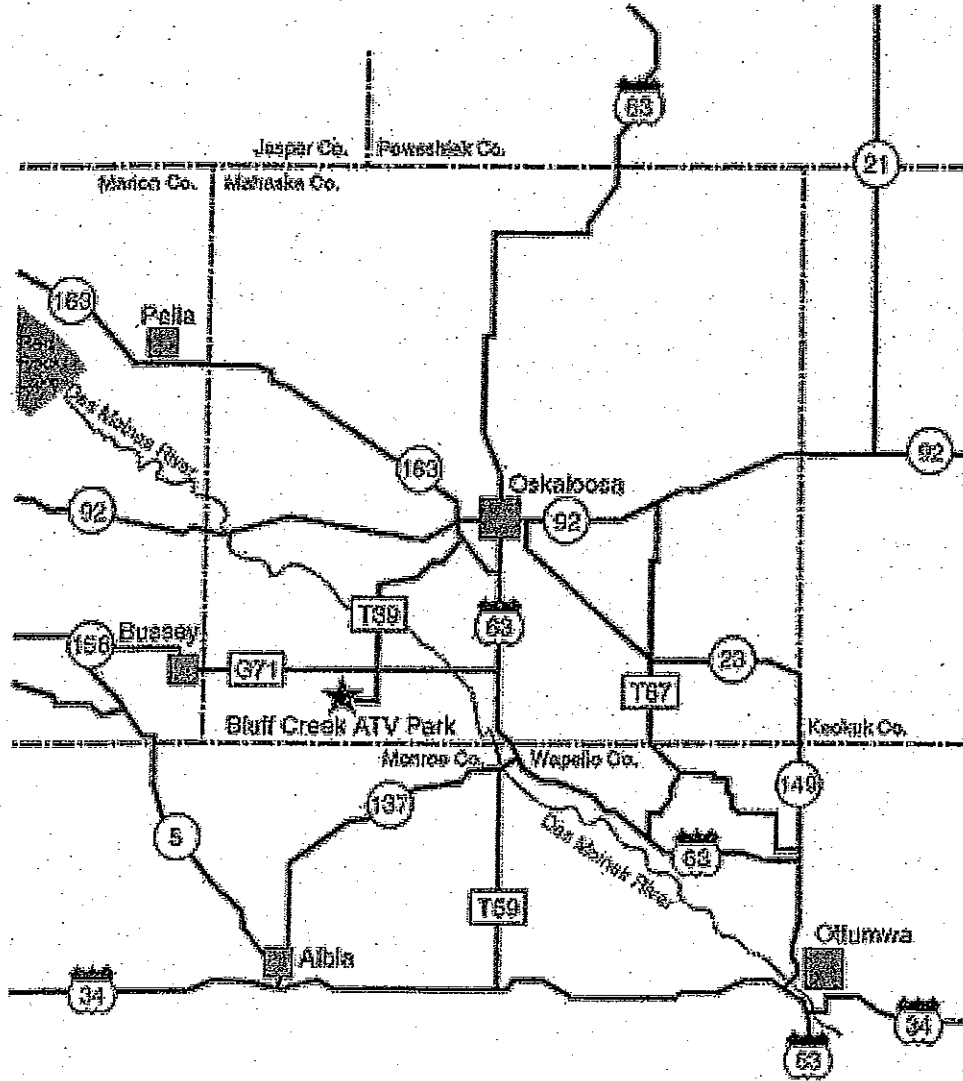


Bluff Creek ATV Park



STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

Wallace State Office Building
Des Moines, Iowa 50319-0034

PROJECT NO. 93 -1

COOPERATIVE AGREEMENT
ATV PROJECT GRANT

THIS AGREEMENT entered into by the Department of Natural Resources, hereinafter known as the Department, and the IOWA PARTNERS of THE NATIONAL OFF, hereinafter known as the Local Entity. HIGHWAY VEHICLE CONSERVATION COUNCIL INC.

WITNESSETH: WHEREAS, the Department has a program to assist the Local Entity in a certain project herein described as follows: Acquisition of a public ATV riding area located in Section 19, T74N, R16W and Section 24, T74N, R17W of the 5th P.M. in Mahaska County, Iowa.

Total estimated cost: \$ 88,000 ~~DIRECT PAYMENT TO LANDOWNERS.~~

NOW THEREFORE, be it mutually agreed by the Parties hereto as follows:

The Department agrees to acquire the above described lands in the name of the Local Entity.

It is further agreed by the Parties hereto:

- (a) The Local Entity shall be responsible for maintenance and all expenses related thereto after acquisition of the property.
- (b) Revenues derived from the property shall be used for operation and maintenance of the area as a public ATV riding facility.
- (c) The Local Entity agrees to hold harmless and indemnify the State of Iowa and the State Department of Natural Resources from any and all claims, demands, losses, liabilities or legal expenses which might arise on account of injury to any person or damage to any property occurring in connection with the care and management by the Local Entity of the above-described premises except the Local Entity will not assume any responsibility for the acts or omissions of the State of Iowa or its agents.

(d) The Local Entity shall carry appropriate liability and workers' compensation insurance throughout the effective duration of this project. The liability insurance shall name the DNR as an additional insured party and shall be "occurrence" type insurance rather than "claims made." A minimum of \$1,000,000 liability coverage is required.

(e) This area shall be open to the public during all hours of normal operation for general riding at no charge. Fees may be charged for participation or viewing of special events. Portions of the area may be closed to the general public during races or other special events when deemed necessary for safety reasons.

(f) The area is to be used as a public ATV riding area for machines currently registered in Iowa as ATV's or carrying valid ATV registrations from another state.

(g) If the area ceases to be used as a public ATV riding area for a period of six months or more in any calendar year the title to the land will revert to the State of Iowa.

(h) Nothing in this agreement shall obligate or bind either party to the expenditure of funds in excess of funds available to each party.

(i) That any addition to this agreement is herein written as follows and that there are no verbal additions hereto: NONE,

This agreement entered into under the authority of action taken at an official meeting of the (Local Entity) on the _____ day of _____, 19____ all as shown in the minutes thereof, and by approval of the Department of Natural Resources.

LOCAL ENTITY

DEPARTMENT OF NATURAL RESOURCES

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

[JZ-197.MF]