


Gypsum City OHV Park

Fort Dodge, Iowa



 SHIVE HATTERY
October 28, 2005



405139-0



**COOPERATIVE AGREEMENT
FOR FORT DODGE ATV PARK**

This Agreement is entered into this 22nd day of December, 2004, by and among the Iowa Department of Natural Resources, a state agency with its principle place of business at the Wallace State Office Building, Des Moines, Iowa 50319 (hereinafter described as the "Department"); and the Webster County Improvement Corporation, an Iowa non-profit corporation with its principle place of business at 1406 Central Avenue, Fort Dodge, Iowa 50501 (hereinafter described as the "WCIC"); and the Webster County Wheelers Foundation, an Iowa non-profit corporation with its principle place of business at 1510 3rd Avenue North, Fort Dodge, Iowa 50501 (hereinafter described as the "Operator").

Purpose of Agreement

To provide for and coordinate the establishment and development of an all-terrain vehicle recreational riding area on that land described on attached Exhibit A ("hereinafter the Fort Dodge ATV Park" or "Park"), which Park shall be owned by WCIC and leased to the Operator for the purpose of encouraging safe and proper use of all-terrain vehicles and snowmobiles.

The Department enters into this Agreement under authorization language in 321G.7 and 321I.8.

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

1. Establishment. The Fort Dodge ATV Park shall be officially designated by the Department as an "all-terrain vehicle recreational riding area" pursuant to Iowa Code §321G.23A.
2. Ownership. The title to the real estate and improvements that constitute the Fort Dodge ATV Park shall be held in the name of the WCIC. Said Park shall be leased to Operator pursuant to a separate Lease Agreement, which Lease is hereby incorporated as part of this Agreement.
3. Management. Operator shall develop, manage and maintain an "all-terrain vehicle recreational riding area" at the Park, subject to the following conditions:
 - The riding area in the Park shall be open for public use by "all-terrain vehicles" (including off-road motorcycles) as defined in Iowa Code §321G.1(1); and "snowmobiles" as defined in Iowa Code §321G.1(18). No other motorized vehicles shall be allowed on the riding area in the Park.

- All users of the riding area shall be subject to the provisions of Iowa Code Chapters 321, as well as Department regulations.
- Hours of operation for the Fort Dodge ATV Park shall be set by the Department after consultation with the WCIC.
- The riding area shall be open to the public during posted hours of operation for general riding at no charge, other than a valid DNR registration as required by Iowa Code Chapter 321.
- Fees may be charged for participating in or viewing special events, provided the Operator must obtain a "special events permit" from the Department and have additional liability insurance in force for all special events. All fees collected from these special events shall be returned to the Fort Dodge ATV Park for improvements. The Park may be closed to the general public for safety reasons during Department-approved events.
- The Department must pre-approve the location and design of all riding trails in the Park.
- Except for trail development and maintenance, and as necessary for public safety, the current natural state of the Fort Dodge ATV Park shall be maintained, unless alteration thereof is approved by the Department.
- Before any trail in the Park is declared "open" for riding, the Department must inspect and approve the steps taken to fence and sign the riding area.

4. Fencing. The WCIC and Operator shall maintain perimeter fencing around the Park, as well as interior fences and/or barriers to protect designated conservation zones. All conservation zones must be posted as "prohibited areas" where riding is not allowed. As the land area of the Fort Dodge ATV Park increases or changes over time, the Operator shall fence the boundary and conservation zones and install trail signs as required by the Department before riding is allowed.

5. Closure. The Department may close the Fort Dodge ATV Park due to weather-related conditions that pose a safety or environmental hazard to the public. The Department may also close the riding area in the Park for noncompliance of any section of this Agreement until such time that the WCIC and Operator are in compliance. Closure orders will be given only after consultation with the WCIC and Operator.

6. Other Uses. Public fishing will be permitted in the ATV Park. Special hunts, including disabled hunting events, may be conducted on a special permit basis only. The Department will work cooperatively with the WCIC and the Operator to schedule special hunts. The ATV Park may be closed for special hunts if all parties to this Agreement concur.

7. Term. The term of this Agreement shall begin on the date it is executed by all parties, and shall continue for an initial period of twenty-five (25) years. Thereafter, the

Agreement shall automatically renew for five (5) additional five (5) year terms unless terminated by either party no later than ninety (90) days prior to the end of the then current term. The parties shall review this Agreement one (1) year from the date of signing and bi-annually thereafter to determine whether or not the Agreement should be amended.

8. Indemnification. The WCIC and Operator agree to hold harmless and indemnify the State of Iowa and the Department 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 operation of the Fort Dodge ATV Park, (except for claims arising from the Department's negligence).

9. Insurance. The Operator shall carry liability insurance for as long as the riding area is open as a public riding area. The liability insurance shall name the Department and the WCIC as additional insured parties and shall be "occurrence" type insurance rather than "claims made", with a per occurrence limit of at least one million dollars (\$1,000,000.00).

10. Land Use Limitations. For as long as this Agreement remains in effect, the WCIC shall not transfer any ownership interest in the Fort Dodge ATV Park, or lease the Park to anyone other than the Operator, without the Department's consent.

If, during the term of this Agreement, the Operator loses its leasehold interest in the Park, or the Park otherwise ceases to be operated as a public ATV riding area, then the WCIC shall make the Park land available for public use in consultation with the Department.

11. Severability. If any provision of this Agreement or the application of any provision of this Agreement to any person or circumstances is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected and deemed severable.

12. Entire Agreement. This document constitutes the entire agreement of the parties and shall not be modified or changed, except in writing signed by both parties hereto.

Webster County Improvement Corporation

by Dennis Plautz
Dennis Plautz, President

Iowa Department of Natural Resources

by [Signature]
_____, Director

Webster County Wheelers Foundation

by Rick D. Williams
Rick D. Williams, President