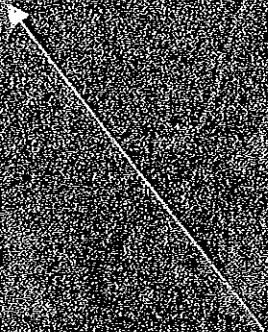


City of Marshalltown
Iowa DNR
Sandbar
Potential Wetland

Marion Road

Power utility right-of-way



STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

Wallace State Office Building
Des Moines, Iowa 50319

COOPERATIVE AGREEMENT MARSHALLTOWN OHV PARK

This Agreement is entered into this 25th day of April, 2005, between the Department of Natural Resources, hereinafter known as the Department, and the City of Marshalltown, hereinafter known as the Local Entity, and the Iowa River OHV Club, hereinafter known as the Sponsor.

Purpose of Agreement: To provide for and coordinate the development of an all-terrain vehicle park which shall be maintained and operated by the Sponsor for the purpose of encouraging safe and proper use of all-terrain vehicles, off-highway motorcycles and snowmobiles.

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

The Marshalltown OHV Park shall be considered a designated public riding area for all-terrain vehicles (ATVs), off-highway motorcycles as defined in Iowa Code 321I and snowmobiles as defined in Iowa Code 321G.

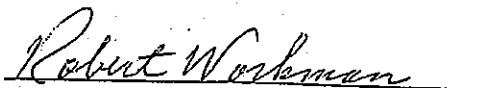
The designated riding area is subject to operational rules as outlined in Iowa Code 321I, 321G, Department rules and other chapters where applicable.

It is further agreed by the Parties hereto:

- (a) The title to the property or properties that constitute the Marshalltown OHV Park shall be held by the Local Entity.
- (b) The Sponsor agrees to hold harmless and indemnify the State of Iowa, the Department, and the Local Entity, from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Sponsor or any of its officers or employees, or agents, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the above described premises.
- (c) The Local Entity agrees to hold harmless and indemnify the State of Iowa and the Department from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Local Entity or any of its officers or employees, or agents except the Sponsor as agent, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the above described premises.
- (d) The Department and the State of Iowa agrees to hold harmless and indemnify the Local Entity and the Sponsor from any and all claims, demands losses, liabilities, or legal expenses which is directly or indirectly caused by or related to any act or omission by the Department or the State of Iowa, or any of its officers or employees, or agents, which might arise on account of injury to any person or damage to any property occurring in connection with the care and management of the above described premises.

- (e) The Marshalltown OHV Park shall be open to the public during posted hours of operation for general riding at no charge, other than a valid DNR registration as provided for under Iowa Code 321H and 321G. Fees may be charged for participation or viewing special events, provided the Sponsor obtains a "special events permit" from the Department and obtains additional liability insurance for all special events. All fees collected from these special events shall be returned to the Marshalltown OHV Park Sponsor for improvements. The park may be closed to the general public for safety reasons during Department approved events.
- (f) Hours of operation for the Marshalltown OHV Park shall be set by the Department after consultation with the Local Entity and Sponsor.
- (g) The Department may close the Marshalltown OHV Park to allow for general maintenance. This includes closing the park due to weather related conditions that pose a safety or environmental hazard if riding were to continue. Closure orders would be given only after consultation with the Local Entity and Sponsor.
- (h) The Local Entity and Sponsor shall work to develop and maintain all boundary fences with priority being given to fences that protect conservation zones. Conservation zones are to be posted as "prohibited areas" where riding is not allowed.
- (i) As the land area of the Marshalltown OHV Park increases or changes over time, it will be necessary to fence boundary and conservation zones and sign trails before riding is allowed. Before any property is declared "open" for riding the Department must inspect and approve the steps taken to fence and sign the riding area. The Local Entity may add additional signs, as it deems necessary.
- (j) The Department may close the riding area for noncompliance of any section of this Agreement, until such time that the Local Entity and Sponsor are in compliance.
- (k) The Sponsor agrees to develop, maintain and manage the premises covered by this agreement as a public recreation area for the citizens thereof and for the people of the State of Iowa in substantially the same manner as other public areas are developed, maintained and managed by the Department. The Sponsor shall work cooperatively with the Iowa State Snowmobile Association (ISSA) to develop and maintain snowmobile trails in the OHV Park.
- (l) No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the Department. Removal of vegetation deemed a public hazard is permitted.
- (m) Public use of premise. Public hunting and fishing is permitted on the OHV area. Hunting is by bow and arrow only, during regular seasons and limits set by the Department. Special hunts, including disabled hunting access will be conducted on a special permit basis only. The Department will work cooperatively with the Local Entity and the Sponsor to schedule special hunts. The OHV Park may be closed for special hunts if all parties to this Agreement concur.
- (n) If any provision of the 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.

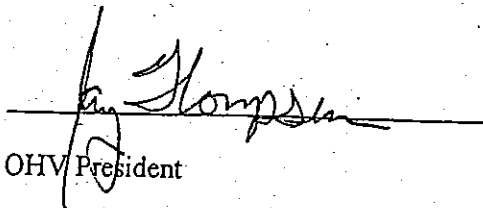
- (o) This document constitutes the entire agreement of the parties and shall not be modified or changed, except in writing signed by both parties hereto.
- (p) The term of this Agreement shall begin on the date this instrument is executed and shall terminate twenty (20) years subsequent thereto. The Agreement may be renewed for another ten years by consent of the parties with the renewal option to be exercised at least 90 days prior to the termination of the Agreement. In addition, the parties shall review this Agreement one (1) year from the date of signing and biannually thereafter to determine whether or not the Agreement should be terminated prior to the Agreement expiration.



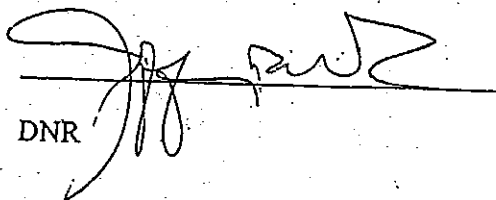
Parks & Recreation Director



Floyd P. Harthun, Mayor



OHV President



DNR