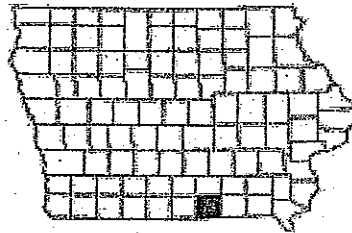
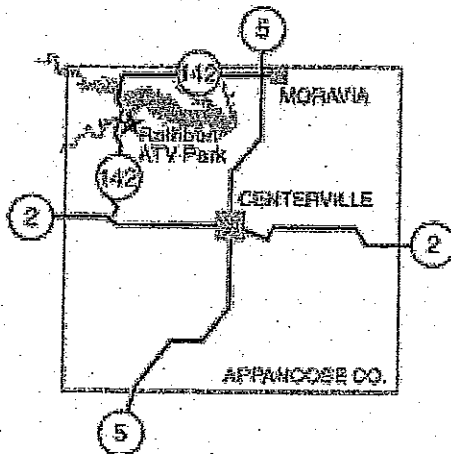
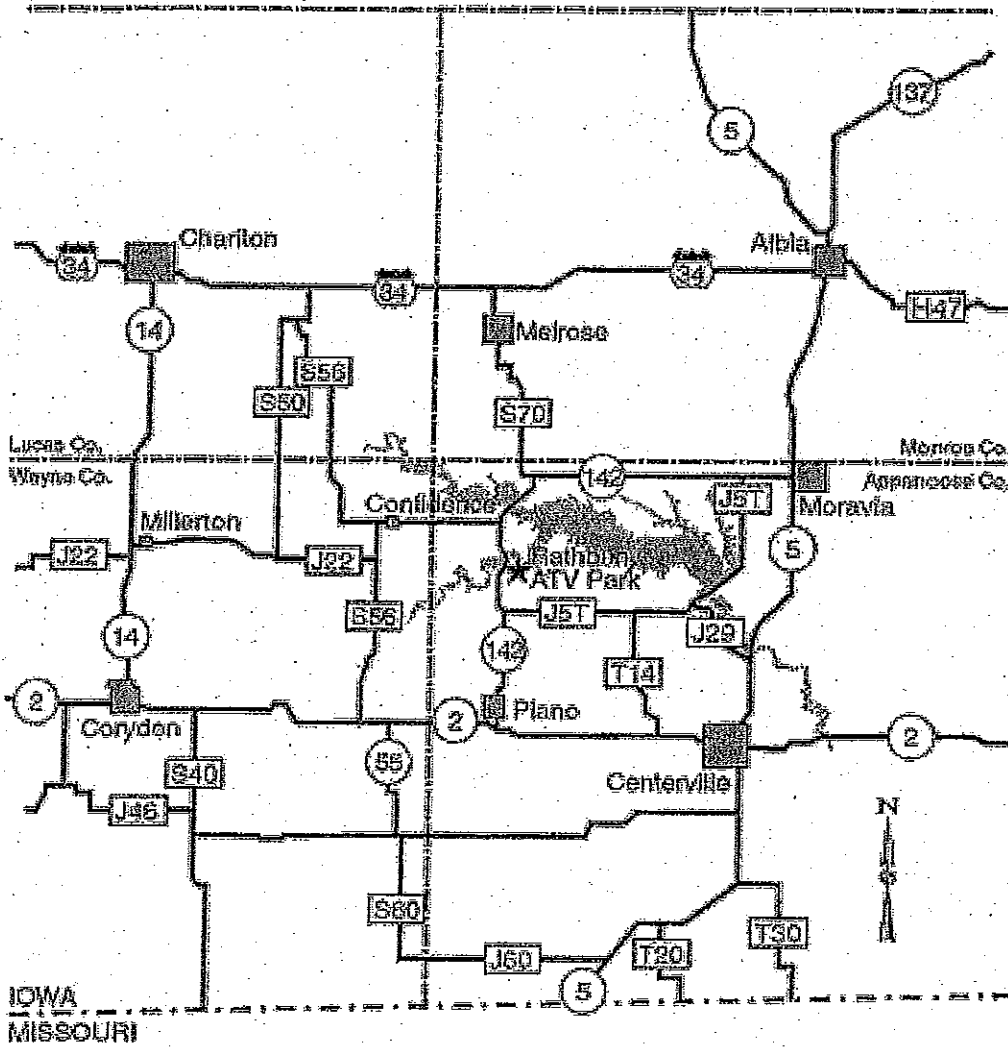


Rathbun ATV Park



*revised
#105*

Lease No. DACW41-1-97-50

DEPARTMENT OF THE ARMY

LEASE TO NONPROFIT ORGANIZATION

FOR PARK AND RECREATIONAL PURPOSES

RATHBUN LAKE

APPANOOSE COUNTY, IOWA

THIS LEASE, made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and South Central Dirt Riders, Inc., a nonprofit corporation, duly organized and existing under and by virtue of the laws of the State of Iowa, with its principal office at 130 East Lincoln Avenue, Chariton, Iowa 50049, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of Title 16, United States Code, Section 460d, and for the consideration set forth herein, hereby leases to the Lessee the property identified in EXHIBIT "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for park and recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of five (5) years, beginning December 1, 1996 and ending November 30, 2001.

2. CONSIDERATION

The condition for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, Mr. Stacey Brackett, President, South Central Dirt Riders, Inc., 130 East Lincoln Avenue, Chariton, Iowa 50049 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 700 Federal Building, Kansas City Missouri

64106-2896, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Kansas City District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Americans with Disabilities Act, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the Lessee shall comply with the current editions of the National Fire Protection Association (NFPA) code 70, National Electrical Code, ANSI/NFPA standard 303, and other applicable codes and standards covering the type of facilities. Upon request by the District Engineer, the Lessee will provide a certification that all electrical installations on the premises have been inspected by a qualified individual and comply with the applicable codes.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. DEVELOPMENT AND MANAGEMENT PLANS

The Lessee shall construct, operate and maintain the premises for park or recreation purposes only and in accordance with a development and management plan as approved in writing by said officer. All structures shall be constructed and landscaping accomplished in accordance with plans approved by said officer. The Lessee also agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee shall remain vested in the Lessee, subject to the Condition on RESTORATION, and shall be maintained by the Lessee to the satisfaction of said officer. The development and management plan is attached hereto and made a part hereof as EXHIBIT "B".

9. AVAILABILITY OF THE PREMISES

The Lessee agrees that the premises are leased for organized group recreational use only and that the premises and the facilities thereon must be made available on a rotational basis among any various groups within the lessee organization, and their guests. The Lessee further agrees to make the site and facilities available to other nonprofit organizations on a first come, first served reservation basis when not scheduled for use by members of the Lessee organization. The Lessee will not unreasonably withhold availability to such organizations.

10. TRANSFERS AND ASSIGNMENTS

a. Without prior written approval of said officer the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by said officer.

b. The Lessee will not sponsor or participate in timeshare ownership of any structure, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for use of the premises or facilities constructed thereon. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this lease have been violated. However, no user fees may be charged by the Lessee for use of facilities developed in whole or in part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law. All monies received by the Lessee from operations conducted on the premises must be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of each 5 year period. The Lessee shall furnish annual statements of receipts and expenditures to said officer.

12. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

13. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Lessee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

14. INSURANCE

a. At the commencement of this lease, the Lessee shall obtain from a reputable insurance company or companies, liability insurance. The insurance shall provide an amount not less than

that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit in the amount of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

15. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

16. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefor, or the said

officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAGE) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

18. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

19. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will

provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

20. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by said officer. This lease may be revoked in the event the Lessee violates any of its terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any noncompliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the said officer concerning future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall reflect the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lease by giving thirty (30) days prior written notice to said officer in the manner prescribed in the condition on NOTICES.

21. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee.

b. In addition to the right of revocation for non-compliance previously stated, said officer, upon discovery of any hazardous condition on the premises that present an immediate threat to health or danger to life or all of the premises be closed until such condition is corrected and the danger eliminated. If the condition is not corrected said officer will have the option to (1) correct the hazardous condition and collect the cost of repairs from the Lessee, or (2) revoke the lease. The lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

22. PUBLIC USE

The Lessee shall not forbid the full use by the public of the water areas of the project, subject however, to the authority and responsibility of the Lessee to carry out its responsibilities under this lease to manage the premises and provide safety and security to the facility users.

23. PROHIBITED USES

The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Commanders may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

24. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized under and pursuant to the condition on DEVELOPMENT AND MANAGEMENT PLANS. The Lessee may salvage fallen or dead timber on the leased premises for use as firewood only. All sales of timber or forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

25. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved

under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

26. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides or applied to the premises.

27. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "C". Upon expiration, revocation or relinquishment of this lease another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on RESTORATION.

28. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

29. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

30. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees

residing on the premises for security purposes if authorized by said officer.

31. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

32. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

33. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

34. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

35. SPECIAL CONDITIONS

a. The premises may be used for the following park and/or recreational purposes only, and no others: Off Road Vehicle (ORV) and related recreational activities. The type of vehicle will be restricted to dirt bikes and 4-wheelers. Full-sized vehicles will not be allowed.

b. The Lessee shall be responsible for all maintenance of the leasehold including but not limited to mowing, painting, cleaning, emptying of refuse containers and removal of trash from the leasehold.

c. Mowing must be done in conformance with the same standard as to cutting height and frequency as practiced in the surrounding Corps administrative areas. Mowing of the parking lot will be performed at least four times per year.

d. The government access road and parking lot surfacing within the lease premises will be maintained by the Corps of Engineers. Parking curb stops, vehicle barriers, signs, etc. associated with the access road and parking lot will be installed and maintained by the Lessee.

e. The Lessee shall maintain a woven wire fence on the west boundary to preclude riding in the state highway right-of-way. The south boundary of the leasehold shall be similarly maintained to prohibit riders from entering upon private and other project lands.

f. It is understood and agreed by the Lessee that riding barricades may be required in the future in selected areas to reduce erosion.

g. The Lessee shall provide emergency vehicle access to all zones of the leasehold.

h. It is understood and agreed that children under 12 years of age will be accompanied by an adult.

i. Sanitary facilities are to be provided by the Lessee. A portable facility is permissible during the first year of the lease. A permanent facility must be constructed prior to the end of the second year of the lease. The Lessee will also clean, supply paper, and maintain the sanitary facilities.

j. The Lessee shall make every reasonable effort to increase the club's membership so the use of the leased premises is enhanced to its full potential. No interested person will be denied membership into the club, provided the individual meets

the same requirements met by other club members. Every effort is to be made to extend the usage of the leasehold to as many persons as possible.


k. The Lessee will, through negotiations with similar organizations and with the advice and assistance of its governing body, exert all reasonable efforts, including pooling of resources, scheduling of use and other alternatives to the end that the leased premises will, to the extent of its sufficiency, serve the needs not only of the Lessee, but other similar organizations interested in similar recreation activities. All groups or clubs renting or cost sharing the leased premises must comply with Condition 17 herein. The Lessee will be responsible for obtaining proof of the required liability coverage and maintaining a record of same which may be reviewed by the Corps of Engineers upon request.

l. The Lessee will be expected to monitor the noise levels created by the activities being performed to avoid distraction or nuisance to residence within the surrounding area. Should the noise level become a factor, the Lessee shall be responsible for undertaking measures to help reduce or eliminate noise emissions.

m. This lease supersedes DACW41-1-92-12 which was granted to South Central Dirt Riders, Inc. for a five (5) year term beginning December 1, 1991 and ending November 30, 1996.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 16th day of December, 1997.

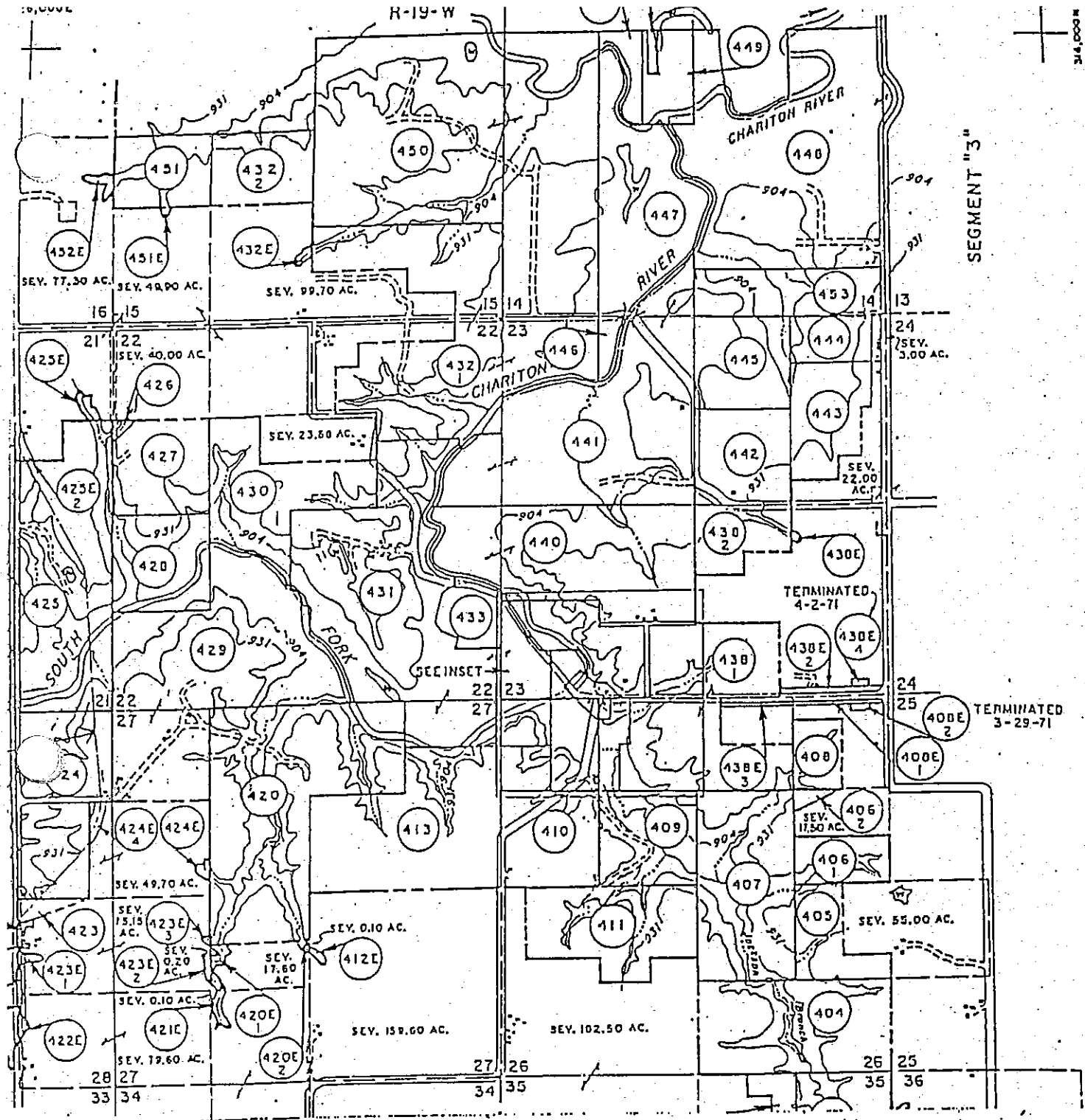

CHARLES B. BARTON
Chief, Real Estate Division

THIS LEASE is also executed by the Lessee this 22 day of April, 1997.

SOUTH CENTRAL DIRT RIDERS, INC.

BY: Steve Burchett @ Steve Chapp

TITLE: President



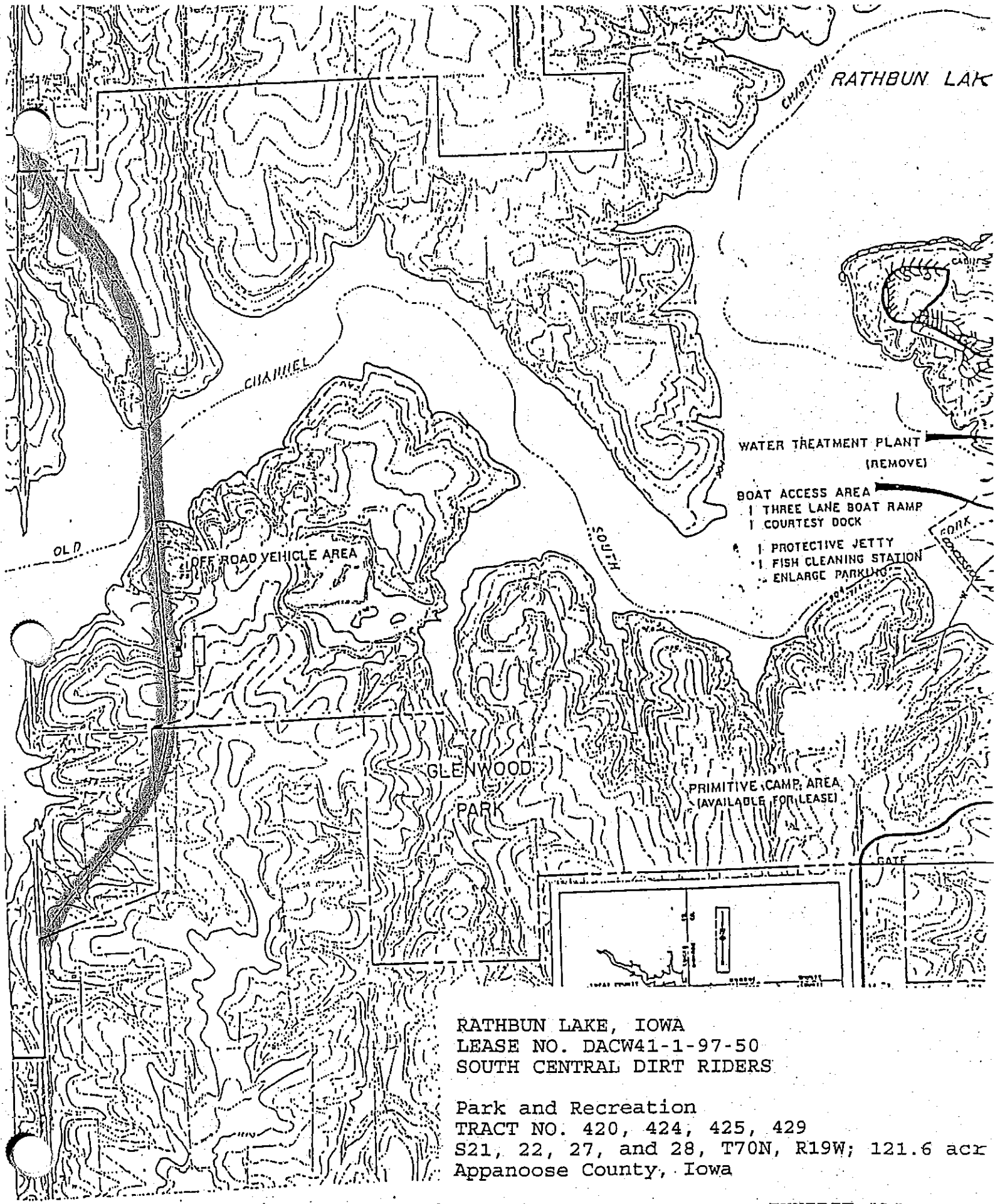
ATHBUN LAKE, IOWA
 EASE NO. DACW41-1-97-50
 SOUTH CENTRAL DIRT RIDERS

and Recreation
 NO. 420, 424, 425, 429
 1, 22, 27, and 28, T70N, R19W; 121.6 acres
 spanoose County, Iowa

T-70-N
 T-69-N

1:244,000

1:244,000



RATHBUN LAKE

CHANNEL

WATER TREATMENT PLANT
(REMOVE)

BOAT ACCESS AREA
| THREE LANE BOAT RAMP
| COURTESY DOCK

| PROTECTIVE JETTY
| FISH CLEANING STATION
| ENLARGE PARKING

OLD

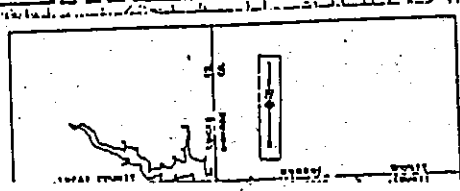
OFF ROAD VEHICLE AREA

SOUTH

GLENWOOD
PARK

PRIMITIVE CAMP AREA
(AVAILABLE FOR LEASE)

GATE



RATHBUN LAKE, IOWA
LEASE NO. DACW41-1-97-50
SOUTH CENTRAL DIRT RIDERS

Park and Recreation
TRACT NO. 420, 424, 425, 429
S21, 22, 27, and 28, T70N, R19W; 121.6 acr
Appanoose County, Iowa

PROJECT: Rathbun Lake, Iowa
P/O Tracts 420, 424, 425 and 429

DESCRIPTION:

A tract of land lying within the U.S. Government Reservation, Rathbun Lake, Iowa, situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, the SW $\frac{1}{4}$ of Section 22, the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, all in Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, more particularly described as follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 28; thence westerly along the south line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, approximately 150 feet to the easterly right-of-way of State Highway No. 142; thence in a northerly direction along the easterly right-of-way of said State Highway, approximately 1680 feet to a point having a ground elevation of 904' (m.s.l.); thence in an easterly and southerly direction, along said 904-foot contour, approximately 5200 feet to the south line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 27; thence westerly along the south line of said N $\frac{1}{2}$ NW $\frac{1}{4}$, 2000 feet to the point of beginning, containing 121.60 acres, more or less.

SOUTH CENTRAL DIRT RIDERS
130 East Lincoln Ave.
Chariton, IA 50049
515-774-7494

South Central Dirt Riders 5 year plan:

1. Construct a permanent vault restroom.
2. Do routine maintenance to current fence, trails, and bridges.
3. Work with the corp of engineers on possible areas of expansion.
4. Construct primitive camp/picnic areas at the edge of the existing parking lot.
5. Construct an information board at the entrance of the park.
6. Rework existing bridge.
7. Install more fences to limit access to shore area of lake.

U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
PRELIMINARY ASSESSMENT SCREENING (PAS)
RATHBUN LAKE

Real Property Transaction: Proposed grant of lease
 license easement permit deed or sale of building to
South Central Dirt Riders Inc. for Rathbun ORV Area for a term of five
years.

2. A description of the real property will be included in the outgrant.

3. Rathbun Project Records were searched on 21 November 1996 by John Pasa
for any history of hazardous substance activity on the site.

The search did not reveal any evidence of hazardous substance
release, storage, or disposal exceeding CERCLA* thresholds.

The search or other reason prompted an on-site survey, attached.

Signed By: John Pasa
Title: Natural Resource Specialist

Date: 21 November 1996

4. Construction-Operations Division records were searched on 12-3-96
by John Lucido for any history of hazardous substance activity on
the site.

The search did not reveal any evidence of hazardous substance
release, storage, or disposal exceeding CERCLA thresholds.

The search or other reason prompts an on-site survey, attached.

Signed By: Adam Lucido
Title: Biologist

Date: 12-3-96

5. Records of Real Estate Division were searched on 3-17-9 by
Jana Davis for any history of hazardous substance activity on the
site.

The search did not reveal any evidence of hazardous substance
release, storage, or disposal exceeding CERCLA thresholds.

The search or other reason prompts on-site survey, attached.

Signed By: Jana Davis
Title: Realty Specialist

Date: March 17, 1997

6. Conclusion:

PAS indicates no necessity to provide notice under CERCLA nor any
environmental conditions to affect the proposed real property transaction.

PAS indicates a positive finding which requires further investigation
and reporting.

Note: On-site surveys performed by Project personnel.

* Comprehensive Environmental Response, Compensation, and Liability
Act

U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
 PRELIMINARY ASSESSMENT SCREENING (PAS)
 ON-SITE INSPECTION

1. Nature of proposed real property transaction:
Lease renewal, South Central Dirt Riders Inc., lease number DACW41-1-92-12.

2. Describe what prompted on-site inspection. [eg. record search, corporate knowledge, verbal reports, grantee's use potential for contamination, general advisability.]

Pass was not performed when original lease was issued.

3. On-site screening instructions:

Check for each category. Explain briefly Narrative Comments Section below when something other than "No", "None", or "Not Applicable" is checked. Describe the distance if "Nearby" is checked and whether there is a known potential pathway for contamination onsite. Attach a tract map and/or definitive drawing of the real estate property covered by this survey.

a. Onsite Inspection:	ONSITE	NEARBY	NONE
1. Dumps, especially with drums, containers (Read labels if possible; do not open or handle! If no labels, note identifying characteristics.	_____	_____	XXXXXX
2. Other debris: household, farm, industrial waste.	_____	_____	XXXXXX
3. Fills: possible cover for dumps.	_____	_____	XXXXXX
4. Unusual chemical odors.	_____	_____	XXXXXX
5. Storage tanks: petroleum products, pesticides, etc.	_____	_____	XXXXXX
6. Buildings: chemical storage, equipment repair, solvents.	_____	_____	XXXXXX
7. Vegetation different from surrounding for no apparent reason e.g. bare ground.	_____	_____	XXXXXX
8. "Sterile" or modified water bodies.	_____	_____	XXXXXX

- | | | | |
|---|-------|-------|-------|
| 9. Oil seeps, stained ground,
discolored stream banks. | _____ | _____ | XXXXX |
| 10. Oil slicks on water, unusual
colors in water. | _____ | _____ | XXXXX |
| 11. Spray operation base: air
strip, equipment, parking area. | _____ | _____ | XXXXX |
| 12. Machinery repair areas, note
type of repair performed. | _____ | _____ | XXXXX |
| 13. Pipelines: major electrical
equipment. | _____ | _____ | XXXXX |
| 14. Oiled or formerly oiled roads. | _____ | _____ | XXXXX |
| 15. Electric transmission lines:
pole mounted transformers, pad
mounted transformers, evidence
of leakage. | _____ | _____ | XXXXX |

b. Narrative Comments:

This site was a limestone rock quarry, prior to Corps acquisition in 1967.

Prepared By: John P. Pasa
 Title: Natural Resource Specialist
 Date: 21 November 1996

U.S. ARMY CORPS OF ENGINEERS KANSAS CITY DISTRICT
Management and Disposal Branch

REAL ESTATE RECORDS RESEARCH FOR
PRELIMINARY ASSESSMENT SCREENING (PAS)

1. Real Property Transaction: The real property transaction described by this PAS involves the proposed lease for park and recreational purposes on Tract Nos. 420, 424, 425, and 429, at Rathbun Lake, Iowa to South Central Dirt Riders, Inc. The purpose of this records search in the PAS process is to define the nature, magnitude, and extent of any environmental contamination; and develop sufficient information to adequately assess the potential environmental hazards of the proposed transaction.

2. Records Search: Real Estate records have been searched to determine if hazardous substances activity had ever occurred on the proposed outgrant site to include:

a. Acquisition files: Tracts No. 420, 424, and 429 was acquired by Warranty Deed dated 26 December 1967 from Ronald E. Fenton, et al., co-trustees under the Last Will and Testament of Daniel Porter Fenton, deceased. The north 286 acres of the tract was subject to a mineral lease with L & W Construction Company, beginning 1 August 1962 through 30 July 1967. The limestone, quarry and crushing business had no history of any hazardous substance activity on site. The U.S. Government acquired Tract No. 425 by condemnation, Civil No. 7-2017-C-1, from Fay Wright Cozad, landowner. This record search did not reveal any evidence of hazardous material being released, stored or disposed of on the site. This file was searched by Ms. Tina Davis, Realty Specialist on 17 March 1997.

b. Outgrant files: Tract Nos. 420, 424, 425, and 429 was previously leased to the South Central Dirt Riders, Inc. for park and recreational purposes under Lease No. DACW41-1-92-12 for the period beginning 1 December 1991 and ending 30 November 1996. This search did not reveal any evidence of hazardous material being released, stored, or disposed of on the site. These files were searched by Ms. Tina Davis, Realty Specialist on 18 March 1997.

c. Existing Rights: Perpetual road easements, 2.72 acres, conveyed to Appanoose County by quitclaim deed, dated 5 Sep 73, pursuant to relocation contract no. DA-23-028-CIVENG-65-376, dated 8 April 1965. This file search was performed on the historical files by Ms. Tina Davis on 18 March 1997.

3. Findings: The Corps of Engineers Management and Disposal Branch has determined, in accordance with regulations issued by the Environmental Protection Agency at 40 CFR Part 373, that there is no evidence from the records search to indicate that hazardous substance activity has taken place on the property.

4. Conclusion: The conclusion of this PAS is that no specific or unusual public health, welfare, or environmental concerns have been identified through the Real Estate files records search that would significantly affect this proposed real property transaction. The outgrant should proceed.

Prepared By: Jim Davis

Date: 3-18-97

Title: Realty Specialist, Management and Disposal Branch, MRK-RE-M

CF: OF-RA
RE-M (PAS files)
RE-PC (realty historical files)

CORPORATE CERTIFICATE

I, Stacey Brackett, certify that I am the President of South Central Dirt Riders, Inc., that Stacey Brackett who signed the foregoing instrument on behalf of the corporation was then President of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 22 day of April, 1997.

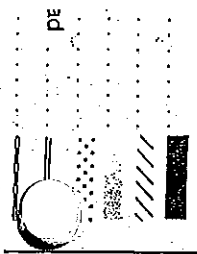
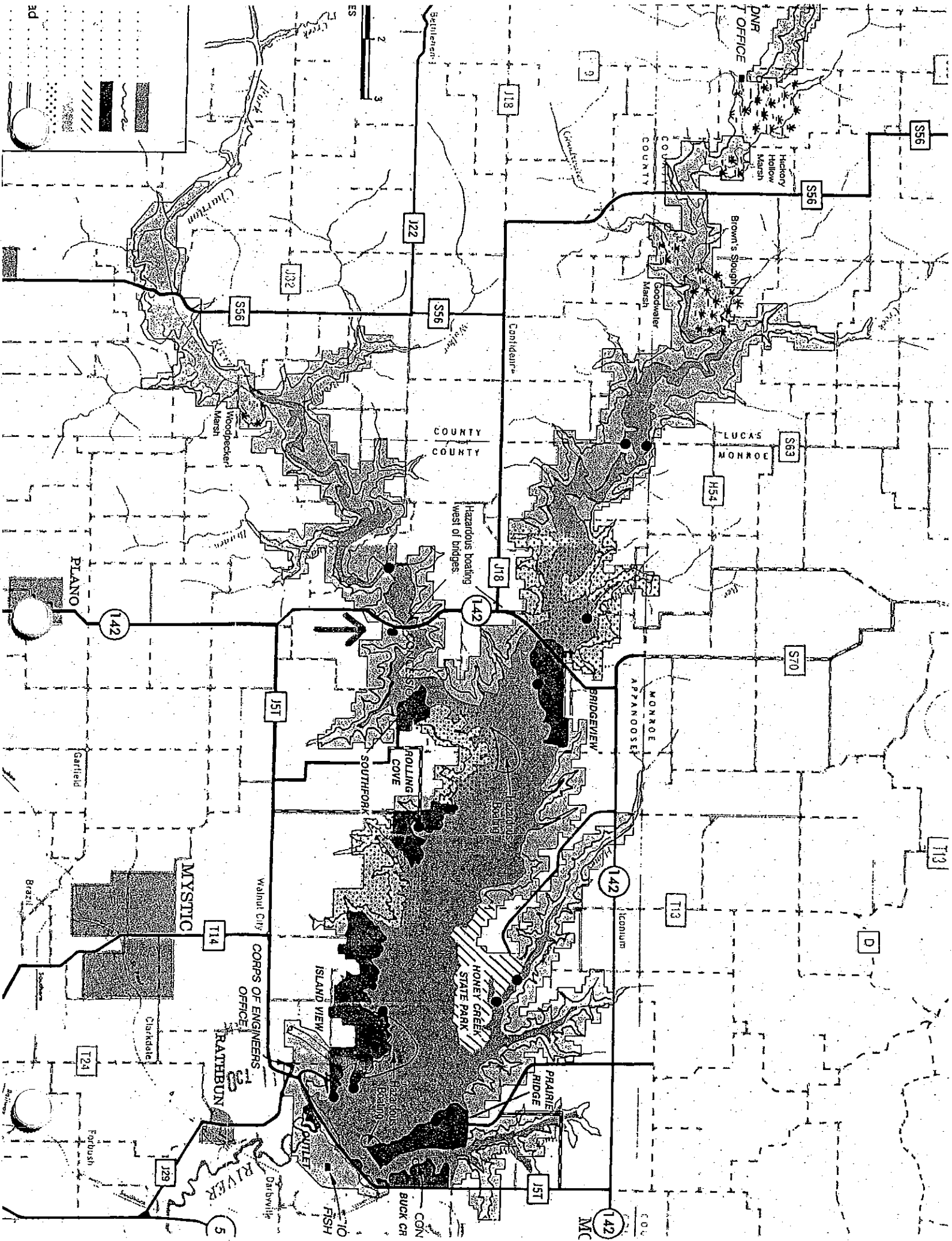
SOUTH CENTRAL DIRT RIDERS, INC.

BY: Stacey Brackett ⊕ Robert Chiff
TITLE: President

SEAL

② _____

① _____



Scale: 2 Miles
 ES
 3d

