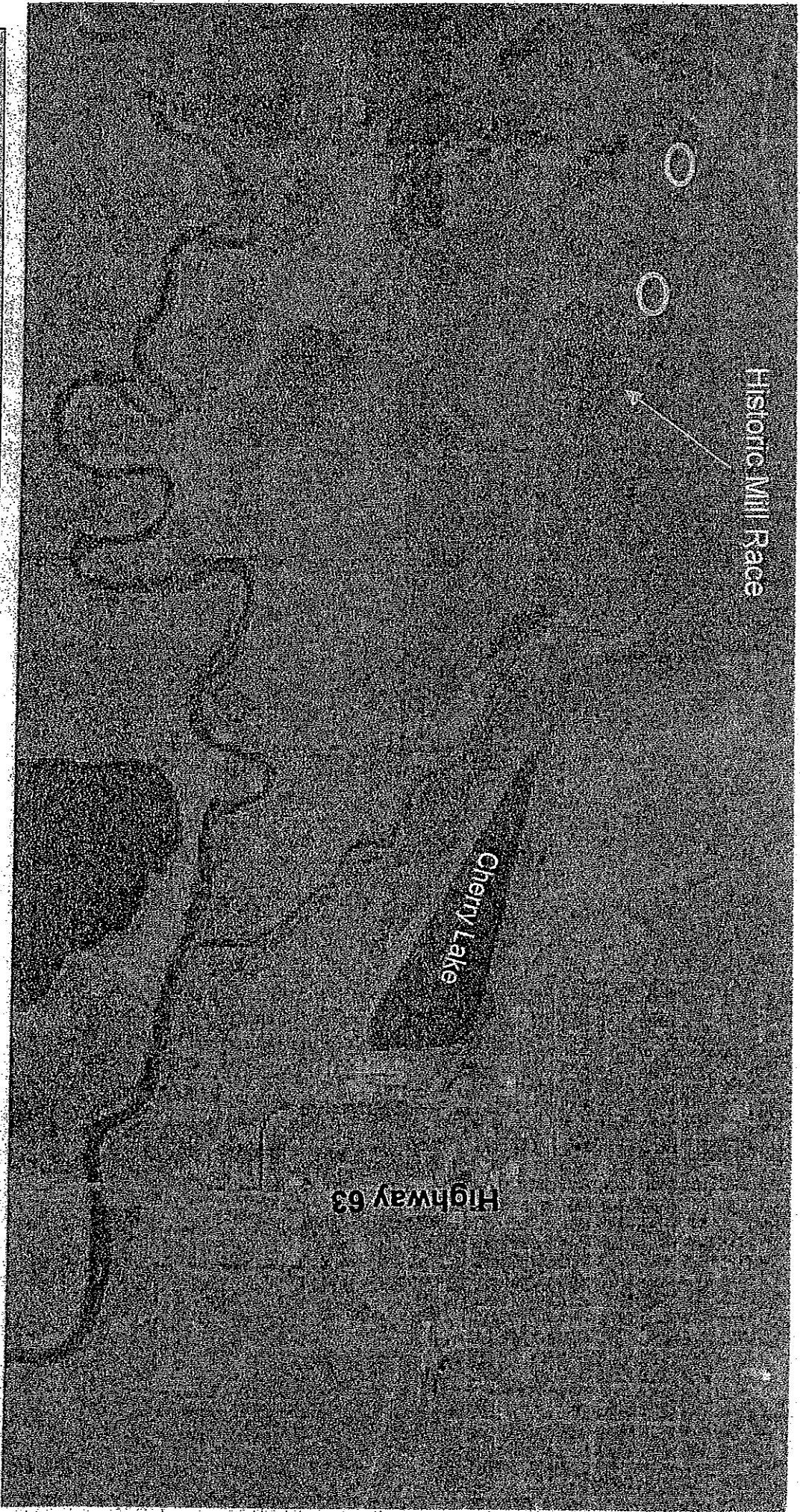


— — — — —
Approximate Park Boundary

○ Potential Wetland



①

COOPERATIVE AGREEMENT
TAMA OFF HIGHWAY VEHICLE PARK

This Agreement is made and entered into this 21st day of February, 2005, by and between the City of Tama, Iowa, hereinafter "Landlord" whose address for the purpose of this Agreement is 305 Siegel Street, Tama, Iowa 52339; Club S.P.O.R.T., Inc., hereinafter "Tenant", a non-profit corporation duly organized and in good standing in the State of Iowa, whose principal place of business and address for the purpose of this Agreement is c/o Steve Chyma, 2125 Hwy E-64, Tama, Iowa 52339 and Iowa Department of Natural Resources, hereinafter "Department" for address for the purpose of this Agreement is 502 E. 9th St., Des Moines, Iowa 50319-0034.

1. The purpose of this Agreement is to provide for the development of an all-terrain vehicle park which shall be maintained, operated and supervised by Tenant for the purpose of encouraging safe and proper use of all terrain vehicles which park shall be considered a designated public riding area for all terrain vehicles to be known as the Tama Off Highway Vehicle Park.

2. For purposes of this Agreement, "All Terrain vehicle" shall include "off highway vehicles", "off road motorcycles" and "snowmobiles" as defined by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

3. In consideration of Tenants promise, at its sole expense, to create, establish, supervise and maintain a public recreation facility comprising an off highway vehicle park, upon the premises which are the subject of this lease, to be open to members of the general public, Landlord hereby leases to Tenant for a term of twenty (20) years, commencing on the 21st day of February, 2005, and ending on the 20th day of February, 2025, real estate owned by Landlord and described on the attached Addendum.

4. Provided that Tenant shall not then be in default, and further provided that this lease shall not have been previously terminated as provided in paragraph 6 hereof, Tenant may, at Tenant's option, renew and extend this lease upon the same terms for five (5) successive ten (10) year periods in the following manner:

A. Said option must be exercised in a written notice, signed by a duly authorized representative of Tenant and hand-delivered to the City Clerk of the City of Tama, Iowa, not more than sixty (60) days nor less than thirty (30) days prior to the expiration of the current term of said lease and which shall extend said lease for an additional ten (10) year period with the receipt thereof to be acknowledged in writing by the City Clerk.

5. Tenant represents and warrants that it will, at all times, supervise said premises, including, but not limited to, any and all

trails created by Tenant which shall be maintained by Tenant in safe condition, that only properly qualified riders having current registration shall be allowed to use said premises, that said premises shall be used only for the operation of "off highway vehicles", "off road motorcycles", and "snowmobiles", that operators of said vehicles and said vehicles shall at all times be equipped with helmets, protective eye wear and proper safety equipment as required by applicable law, that said vehicles shall be operated in a safe and prudent manner in accordance with all applicable federal, state or local laws, rules and regulations, that Tenant shall have sole responsibility in insure compliance with the foregoing and the Landlord shall have no responsibility in regard thereto.

6. Any provision contained herein to the contrary notwithstanding, the Landlord may, in the event of default hereunder by Tenant or Department or, in the event the proposed park shall not be developed for the purpose or shall cease to be used for the purposes provided herein, upon ninety (90) days written notice, sent by certified mail to Department's and Tenant's addresses as set forth herein or in any written addendum to this lease, terminate this lease and all of Tenant's rights therein. Said notice shall be effective upon mailing irrespective of whether actually received by Tenant and/or Department.

7. The park and its designated riding area shall be subject to Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

8. Indemnity.

A. Tenant shall conduct its activities upon the leased premises so as not to endanger any person lawfully thereon. Furthermore, Tenant shall indemnify, save and hold harmless Landlord and Department, their officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, whether incurred prior to or during litigation, administrative hearings, arbitration, or bankruptcy proceedings, including trial and appellate levels, which may in any way arise out of or result from the occupancy or use of the premises described herein and/or this Agreement.

9. Insurance. During the term of this Agreement or any extension thereof Tenant shall carry general liability insurance which shall be "occurrence type" rather than "claims made", covering any activity which may take place at the their expense upon the leased premises by anyone, and said insurance shall be for a minimum of One Million Dollars (\$1,000,000.00). Tenant shall provide a certificate of insurance to Landlord and Department evidencing that Landlord and Department, their officers, agents and employees are named as additional insured's. Tenant further agrees

that it shall not in any way modify the insurance or cancel it without providing at least ninety (90) days written notice to Landlord and Department and that said policy shall require ninety (90) days notice to the Landlord and Department before cancellation or termination of said policy.

10. The Tama Off Highway Vehicle 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 by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto. Fees may be charged for participation or viewing special events, provided the Tenant 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 Tama Off Highway Vehicle Park for improvements. The park may be closed to general public for safety reasons during Department approved events.

11. Hours of operation for the Tama Off Highway Vehicle Park shall be set by the Department after consultation with the Landlord and Tenant.

12. The Department may close the Tama Off Highway Vehicle 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 Landlord and Tenant.

13. The Tenant shall 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.

14. Should the land area of the Tama Off Highway Vehicle Park increase or change over time, Tenant shall 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.

15. The Department may close the riding area for any breach of this Agreement, until such time that the Tenant is in compliance.

16. The Tenant shall develop, maintain and manage the premises covered by this Agreement as a public recreation area for the citizens of the State of Iowa in substantially the same manner as other public areas are developed, maintained, and managed by the Department. The Tenant shall work cooperatively with the Iowa

State Snowmobile Association (ISSA) to develop and maintain snowmobile trails in the park.

17. No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the Department and Landlord.

18. Public use of premise. Public hunting and fishing is permitted within the park. 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 Landlord and Tenant to schedule special hunts. The OHV park may be closed for special hunts if all parties to this Agreement concur.

19. Upon termination of this lease, Tenant shall vacate and surrender the premises in as good state and condition as they were in at the commencement of this Agreement, reasonable wear and tear expected, and, shall at its expense, restore the premises to its condition prior to commencement of the lease. Tenant also agrees that if the premises are damaged during the term of this Agreement, Tenant shall pay to the Landlord, upon demand, such sum shall be necessary to restore the premises to the condition they were in at the commencement of this Agreement.

20. Compliance with Laws. Tenant shall be solely responsible for insuring that all users shall comply with all applicable federal, state and/or local laws. All all terrain vehicles, snowmobiles and, if required, motorcycle users shall have current registration in place before use of the premises.

21. Permitted Users of Premises. Tenant shall only use the premises as an off highway vehicle park, and shall not use or permit the use of the premises for any purpose not provided for herein or for any immoral, objectionable, or unlawful acts. Any all terrain vehicle used on the premises shall be equipped and operated in accordance with applicable state and federal law and the Landlord and Department shall not be responsible therefore.

22. Utilities. All utilities shall be the sole responsibility of Tenant.

23. Contracts and liens. Tenant shall not permit or allow any mechanic's or other liens to attach to or be filed against the premises and all improvements made to the premises shall, upon termination of this Agreement and without payment of compensation therefore shall become the property of the Landlord.

24. Performance. Failure by the Landlord or Department to insist on strict performance of any of the terms, agreements,

conditions, or covenants in this Agreement, shall not constitute or be construed as a waiver of any right the Landlord or Department may have to thereafter enforce any Agreement, term, condition or covenant.

25. Subletting and Assignments. Tenant shall not sublet the whole or any part of the premises, no assign or mortgage this Agreement or any of its rights under this Agreement, without the prior written consent of the Landlord. Any consent given by the Landlord shall not operate as a waiver of this condition for the future subletting, assignment or mortgage.

26. Legal Recourse. In the event of default by Tenant of any of the terms of this Agreement which shall not have been cured within the time provided in paragraph 6 hereof, Landlord shall have, in addition to any and all other remedies, the right to enter and obtain possession of the entire premises, remove and exclude all persons from the premises, remove all property of Tenant from the premises, all without service of notice, or resort to legal process without any legal liability on the Landlord's part, and Tenant shall be responsible for all expenses incurred in enforcing the provisions of this Agreement, including but not limited to reasonable attorney's fees.

27. Notices. All notices under this Agreement shall be addressed as follows: For Landlord: City of Tama, Iowa, City Clerk, 305 Siegel St., Tama IA 52339. For Tenant: Club S.P.O.R.T., Inc., c/o Steve Chyma, 2125 Hwy E64, Tama IA 52339. For Department: Iowa Department of Natural Resources, 502 E 9th St., Des Moines IA 50319-0034.

28. 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 shall be deemed severable and enforceable.

29. Maintenance. Tenant and all all terrain vehicle users shall keep the premises clean, litter-free and shall make any and all desired improvements at Tenant's sole expense.

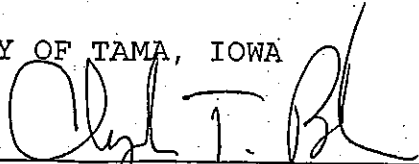
30. Use. Use of the leased premises shall be by ATV users in designated areas only and snowmobiles are specifically included by this reference.

31. The City of Tama reserves the right, without charge, to continued use of the premises subject to this use and this lease shall be subject thereto.

32. This shall supercede and replace the Lease heretofore executed by Landlord and Tenant and said Lease shall be null and void and of no force and effect.

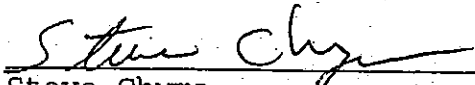
CITY OF TAMA, IOWA

BY


Christopher T. Bearden, Mayor

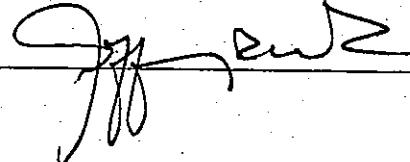
CLUB S.P.O.R.T., INC.

BY


Steve Chyma

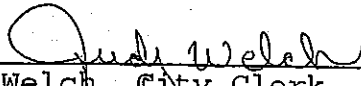
IOWA DEPARTMENT OF NATURAL
RESOURCES

BY



ATTEST:

BY


Judy Welch, City Clerk

That portion of the following described real estate
lying South of flood control levy:

the following described premises, situated in the County of Tama, State of Iowa, to-wit:

Starting at a point 655 feet north and 140 feet east of the south west corner of the Northeast Quarter of the Southeast Quarter of Section 34; Township 83; North, Range 15; West of the 5th P.M. in Tama County, Iowa thence east 458.6 feet, thence south 518.34 feet, thence north 58 degree 52' W. 535.84 feet thence north 241.2 feet to the point of beginning, containing four acres more or less. Note: West line of the Northeast Quarter of the Southeast Quarter is taken as due north.

the following described real estate in _____ Tama _____ County, Iowa:

Commencing 655 feet North and 598.6 feet East of the Southwest corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section thirty-four (34), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., thence South 208.71 feet, thence East 208.71 feet, thence North 208.71 feet, thence West 208.71 feet to the place of beginning.

Commencing 655 feet North and 598.6 feet East and 248.71 feet South of the Southwest (SW) corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 83, North, Range 15, West of the 5th P. M., thence South 269.63 feet, thence Southeast 264.2 feet, thence East 496 feet, thence North 616 feet, thence West 523.6 feet, thence South 208.71 feet, thence West 208.71 feet, to the place of beginning, containing 8.93 acres more or less, all in Tama County, Iowa.

The following described real estate lying
South of Cherry Lake:

That part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34) in Township Eighty-three (83) North; and Range Fifteen (15) West of the 5th P. M. South of the Reservoir of the Tama Water Power Company, more particularly described as follows, to-wit: Beginning at a point 1005.6 feet east from the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 34; Twp. 83; North, Range 15; and running thence North 385.8 feet; thence South 60° 20' east 770.5 feet; thence West on the South line of the North Half of the Northwest Quarter of Sec. 34; Twp. 83; N. R. 15 to the place of beginning containing three (3) acres of land more or less; reserving at all times the right of way for road and highway purposes in the strip of land; One Hundred (100) feet wide lying immediately north of said three acre tract of land.

Commencing at the Center of Section 34-Twp. 83N-Range 15 West of the 5th P.M., which point is marked by a stone located by previous survey. Hence North along 1/4 Section line 900.76 feet to the point of beginning: Thence West 181.8 feet, thence N 60°15' W 556.6 feet, thence S 1°22'W 230.8 feet, thence N68°45'W 1036.5 feet, thence East along 1/4 1/4 Section line 789.8 feet, thence S 60° 15' E to a point directly north of the east line of said parcel and thence south to the point of intersection with said east line. Note: The N line of the S 1/2 N.W. 1/4 Sec. 34-83-15 is assumed to be due East and West.

SECOND
COOPERATIVE AGREEMENT
TAMA OFF HIGHWAY VEHICLE PARK

This Agreement is made and entered into this 7th day of March, 2005, by and between the City of Tama, Iowa, hereinafter "Landlord" whose address for the purpose of this Agreement is 305 Siegel Street, Tama, Iowa 52339; Club S.P.O.R.T., Inc., hereinafter "Tenant", a non-profit corporation duly organized and in good standing in the State of Iowa, whose principal place of business and address for the purpose of this Agreement is c/o Steve Chyma, 2125 Hwy E-64, Tama, Iowa 52339 and Iowa Department of Natural Resources, hereinafter "Department" for address for the purpose of this Agreement is 502 E. 9th St., Des Moines, Iowa 50319-0034.

1. The purpose of this Agreement is to provide for the development of an all-terrain vehicle park which shall be maintained, operated and supervised by Tenant for the purpose of encouraging safe and proper use of all terrain vehicles which park shall be considered a designated public riding area for all terrain vehicles to be known as the Tama Off Highway Vehicle Park.

2. For purposes of this Agreement, "All Terrain vehicle" shall include "off highway vehicles", "off road motorcycles" and "snowmobiles" as defined by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

3. In consideration of Tenants promise, at its sole expense, to create, establish, supervise and maintain a public recreation facility comprising an off highway vehicle park, upon the premises which are the subject of this lease, to be open to members of the general public, Landlord hereby leases to Tenant for a term of twenty (20) years, commencing on the 21st day of February, 2005, and ending on the 20th day of February, 2025, real estate owned by Landlord and described on the attached Addendum.

4. Provided that Tenant shall not then be in default, and further provided that this lease shall not have been previously terminated as provided in paragraph 6 hereof, Tenant may, at Tenant's option, renew and extend this lease upon the same terms for five (5) successive ten (10) year periods in the following manner:

A. Said option must be exercised in a written notice, signed by a duly authorized representative of Tenant and hand-delivered to the City Clerk of the City of Tama, Iowa, not more than sixty (60) days nor less than thirty (30) days prior to the expiration of the current term of said lease and which shall extend said lease for an additional ten (10) year period with the receipt thereof to be acknowledged in writing by the City Clerk.

5. Tenant represents and warrants that it will, at all times,

supervise said premises, including, but not limited to, any and all trails created by Tenant which shall be maintained by Tenant in safe condition, that only properly qualified riders having current registration shall be allowed to use said premises, that said premises shall be used only for the operation of "off highway vehicles", "off road motorcycles", and "snowmobiles", that operators of said vehicles and said vehicles shall at all times be equipped with helmets, protective eye wear and proper safety equipment as required by applicable law, that said vehicles shall be operated in a safe and prudent manner in accordance with all applicable federal, state or local laws, rules and regulations, that Tenant shall have sole responsibility in insure compliance with the foregoing and the Landlord shall have no responsibility in regard thereto.

6. Any provision contained herein to the contrary notwithstanding, the Landlord may, in the event of default hereunder by Tenant or Department or, in the event the proposed park shall not be developed for the purpose or shall cease to be used for the purposes provided herein, or in the event that the City, in its discretion, determines that all or part of the real estate which is the subject of this lease is required for the exclusive use of the City, upon ninety (90) days written notice, sent by certified mail to Department's and Tenant's addresses as set forth herein or in any written addendum to this lease, terminate this lease and all of Tenant's rights therein. Said notice shall be effective upon mailing irrespective of whether actually received by Tenant and/or Department.

7. The park and its designated riding area shall be subject to Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

8. Indemnity.

A. Tenant shall conduct its activities upon the leased premises so as not to endanger any person lawfully thereon. Furthermore, Tenant shall indemnify, save and hold harmless Landlord and Department, their officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, whether incurred prior to or during litigation, administrative hearings, arbitration, or bankruptcy proceedings, including trial and appellate levels, which may in any way arise out of or result from the occupancy or use of the premises described herein and/or this Agreement.

9. Insurance. During the term of this Agreement or any extension thereof Tenant shall carry general liability insurance which shall be "occurrence type" rather than "claims made", covering any activity which may take place at the their expense upon the leased premises by anyone, and said insurance shall be for

a minimum of One Million Dollars (\$1,000,000.00). Tenant shall provide a certificate of insurance to Landlord and Department evidencing that Landlord and Department, their officers, agents and employees are named as additional insured's. Tenant further agrees that it shall not in any way modify the insurance or cancel it without providing at least ninety (90) days written notice to Landlord and Department and that said policy shall require ninety (90) days notice to the Landlord and Department before cancellation or termination of said policy.

10. The Tama Off Highway Vehicle 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 by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto. Fees may be charged for participation or viewing special events, provided the Tenant 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 Tama Off Highway Vehicle Park for improvements. The park may be closed to general public for safety reasons during Department approved events.

11. Hours of operation for the Tama Off Highway Vehicle Park shall be set by the Department after consultation with the Landlord and Tenant.

12. The Department may close the Tama Off Highway Vehicle 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 Landlord and Tenant.

13. The Tenant shall 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.

14. Should the land area of the Tama Off Highway Vehicle Park increase or change over time, Tenant shall 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.

15. The Department may close the riding area for any breach of this Agreement, until such time that the Tenant is in compliance.

16. The Tenant shall develop, maintain and manage the

premises covered by this Agreement as a public recreation area for the citizens of the State of Iowa in substantially the same manner as other public areas are developed, maintained, and managed by the Department. The Tenant shall work cooperatively with the Iowa State Snowmobile Association (ISSA) to develop and maintain snowmobile trails in the park.

17. No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the Department and Landlord.

18. Public use of premise. Public hunting and fishing is permitted within the park. 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 Landlord and Tenant to schedule special hunts. The OHV park may be closed for special hunts if all parties to this Agreement concur.

19. Upon termination of this lease, Tenant shall vacate and surrender the premises in as good state and condition as they were in at the commencement of this Agreement, reasonable wear and tear expected, and, shall at its expense, restore the premises to its condition prior to commencement of the lease. Tenant also agrees that if the premises are damaged during the term of this Agreement, Tenant shall pay to the Landlord, upon demand, such sum shall be necessary to restore the premises to the condition they were in at the commencement of this Agreement.

20. Compliance with Laws. Tenant shall be solely responsible for insuring that all users shall comply with all applicable federal, state and/or local laws. All all terrain vehicles, snowmobiles and, if required, motorcycle users shall have current registration in place before use of the premises.

21. Permitted Users of Premises. Tenant shall only use the premises as an off highway vehicle park, and shall not use or permit the use of the premises for any purpose not provided for herein or for any immoral, objectionable, or unlawful acts. Any all terrain vehicle used on the premises shall be equipped and operated in accordance with applicable state and federal law and the Landlord and Department shall not be responsible therefore.

22. Utilities. All utilities shall be the sole responsibility of Tenant.

23. Contracts and liens. Tenant shall not permit or allow any mechanic's or other liens to attach to or be filed against the premises and all improvements made to the premises shall, upon termination of this Agreement and without payment of compensation

therefore shall become the property of the Landlord.

24. Performance. Failure by the Landlord or Department to insist on strict performance of any of the terms, agreements, conditions, or covenants in this Agreement, shall not constitute or be construed as a waiver of any right the Landlord or Department may have to thereafter enforce any Agreement, term, condition or covenant.

25. Subletting and Assignments. Tenant shall not sublet the whole or any part of the premises, no assign or mortgage this Agreement or any of its rights under this Agreement, without the prior written consent of the Landlord. Any consent given by the Landlord shall not operate as a waiver of this condition for the future subletting, assignment or mortgage.

26. Legal Recourse. In the event of default by Tenant of any of the terms of this Agreement which shall not have been cured within the time provided in paragraph 6 hereof, or in the event this lease shall be otherwise terminated as provided in paragraph 6 hereof. Landlord shall have, in addition to any and all other remedies, the right to enter and obtain possession of the entire premises, remove and exclude all persons from the premises, remove all property of Tenant from the premises, all without service of notice, or resort to legal process without any legal liability on the Landlord's part, and Tenant shall be responsible for all expenses incurred in enforcing the provisions of this Agreement, including but not limited to reasonable attorney's fees.

27. Notices. All notices under this Agreement shall be addressed as follows: For Landlord: City of Tama, Iowa, City Clerk, 305 Siegel St., Tama IA 52339. For Tenant: Club S.P.O.R.T., Inc., c/o Steve Chyma, 2125 Hwy E64, Tama IA 52339. For Department: Iowa Department of Natural Resources, 502 E 9th St., Des Moines IA 50319-0034.

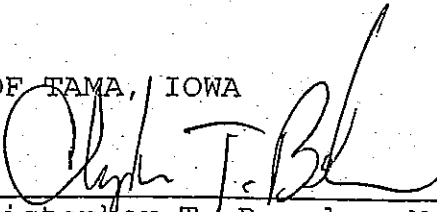
28. Severability. If any provision of this Agreement or the application of any provision of this Agreement to any person or circumstances is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected and shall be deemed severable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

29. Maintenance. Tenant and all all terrain vehicle users shall keep the premises clean, litter-free and shall make any and all desired improvements at Tenant's sole expense.


30. Use. Use of the leased premises shall be by ATV users in designated areas only and snowmobiles are specifically included by this reference.

31. The City of Tama reserves the right, without charge, to continued use of the premises subject to this use and this lease shall be subject thereto.

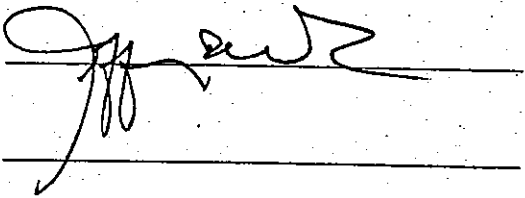
CITY OF EAMA, IOWA

BY 
Christopher T. Bearden, Mayor

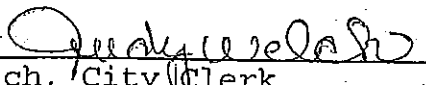
CLUB S.P.O.R.T., INC.

BY 
Steve Chyma

IOWA DEPARTMENT OF NATURAL
RESOURCES

BY 

ATTEST:

BY 
Judy Welch, City Clerk

The following described real estate in Tama County, Iowa:

Parcel 1. The West Half of the South $13\frac{1}{2}$ acres of the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., except that part thereof deeded to the State of Iowa in Book 359, Page 8 and to the City of Tama, Iowa in Book 359, page 11. Lying North of drainage ditch, East of existing building and fence situated upon the West $\frac{1}{4}$ of said parcel and

Parcel 2. That part of the North Half of the Northeast Quarter of the Southeast Quarter ($N\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., lying South of drainage ditch, West of holding lagoon and North of sewage treatment plant and

A right of access from Parcel 2 above running North and South over and across the following described real estate:

That part of the North Half of the Northeast Quarter of the Southeast Quarter ($N\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., lying South of the drainage ditch, West of the holding lagoon and East of sewage treatment plant and

That part of a parcel described as:

Commencing 655 feet North and 598.6 feet East of the Southwest corner of the Northeast Quarter of the Southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of Section Thirty-four (34), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., thence South 208.71 feet, thence East 208.71 feet, thence North 208.71 feet, thence West 208.71 feet to the place of beginning lying North of flood control levee.

THIRD
COOPERATIVE AGREEMENT
TAMA OFF HIGHWAY VEHICLE PARK

This Agreement is made and entered into this 6th day of June, 2005, by and between the City of Tama, Iowa, hereinafter "Landlord" whose address for the purpose of this Agreement is 305 Siegel Street, Tama, Iowa 52339; Club S.P.O.R.T., Inc., hereinafter "Tenant", a non-profit corporation duly organized and in good standing in the State of Iowa, whose principal place of business and address for the purpose of this Agreement is c/o Steve Chyma, 2125 Hwy E-64, Tama, Iowa 52339 and Iowa Department of Natural Resources, hereinafter "Department" for address for the purpose of this Agreement is 502 E. 9th St., Des Moines, Iowa 50319-0034.

1. The purpose of this Agreement is to provide for the development of an all-terrain vehicle park which shall be maintained, operated and supervised by Tenant for the purpose of encouraging safe and proper use of all terrain vehicles which park shall be considered a designated public riding area for all terrain vehicles to be known as the Tama Off Highway Vehicle Park.

2. For purposes of this Agreement, "All Terrain vehicle" shall include "off highway vehicles", "off road motorcycles" and "snowmobiles" as defined by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

3. In consideration of Tenants promise, at its sole expense, to create, establish, supervise and maintain a public recreation facility comprising an off highway vehicle park, upon the premises which are the subject of this lease, to be open to members of the general public, Landlord hereby leases to Tenant for a term of twenty (20) years, commencing on the 21st day of February, 2005, and ending on the 20th day of February, 2025, real estate owned by Landlord and described on the attached Addendum.

4. Provided that Tenant shall not then be in default, and further provided that this lease shall not have been previously terminated as provided in paragraph 6 hereof, Tenant may, at Tenant's option, renew and extend this lease upon the same terms for five (5) successive ten (10) year periods in the following manner:

A. Said option must be exercised in a written notice, signed by a duly authorized representative of Tenant and hand-delivered to the City Clerk of the City of Tama, Iowa, not more than sixty (60) days nor less than thirty (30) days prior to the expiration of the current term of said lease and which shall extend said lease for an additional ten (10) year period with the receipt thereof to be acknowledged in writing by the City Clerk.

5. Tenant represents and warrants that it will, at all times,

supervise said premises, including, but not limited to, any and all trails created by Tenant which shall be maintained by Tenant in safe condition, that only properly qualified riders having current registration shall be allowed to use said premises, that said premises shall be used only for the operation of "off highway vehicles", "off road motorcycles", and "snowmobiles", that operators of said vehicles and said vehicles shall at all times be equipped with helmets, protective eye wear and proper safety equipment as required by applicable law, that said vehicles shall be operated in a safe and prudent manner in accordance with all applicable federal, state or local laws, rules and regulations, that Tenant shall have sole responsibility to insure compliance with the foregoing and the Landlord shall have no responsibility in regard thereto.

6. Any provision contained herein to the contrary notwithstanding, the Landlord may, in the event of default hereunder by Tenant or Department or, in the event the proposed park shall not be developed for the purpose or shall cease to be used for the purposes provided herein, or in the event that the City, in its discretion, determines that all or part of the real estate which is the subject of this lease is required for the exclusive use of the City, upon ninety (90) days written notice, sent by certified mail to Department's and Tenant's addresses as set forth herein or in any written addendum to this lease, terminate this lease and all of Tenant's rights therein. Said notice shall be effective upon mailing irrespective of whether actually received by Tenant and/or Department.

7. The park and its designated riding area shall be subject to Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto.

8. Indemnity.

A. Tenant shall conduct its activities upon the leased premises so as not to endanger any person lawfully thereon. Furthermore, Tenant shall indemnify, save and hold harmless Landlord and Department, their officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, whether incurred prior to or during litigation, administrative hearings, arbitration, or bankruptcy proceedings, including trial and appellate levels, which may in any way arise out of or result from the occupancy or use of the premises described herein and/or this Agreement.

9. Insurance. During the term of this Agreement or any extension thereof Tenant shall carry general liability insurance which shall be "occurrence type" rather than "claims made", covering any activity which may take place at the their expense upon the leased premises by anyone, and said insurance shall be for

a minimum of One Million Dollars (\$1,000,000.00). Tenant shall provide a certificate of insurance to Landlord and Department evidencing that Landlord and Department, their officers, agents and employees are named as additional insured's. Tenant further agrees that it shall not in any way modify the insurance or cancel it without providing at least ninety (90) days written notice to Landlord and Department and that said policy shall require ninety (90) days notice to the Landlord and Department before cancellation or termination of said policy.

10. The Tama Off Highway Vehicle 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 by Chapters 321G and 321I of the Code of Iowa, applicable portions of the Iowa Administrative Code and amendments thereto. Fees may be charged for participation or viewing special events, provided the Tenant 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 Tama Off Highway Vehicle Park for improvements. The park may be closed to general public for safety reasons during Department approved events.

11. Hours of operation for the Tama Off Highway Vehicle Park shall be set by the Department after consultation with the Landlord and Tenant.

12. The Department may close the Tama Off Highway Vehicle 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 Landlord and Tenant.

13. The Tenant shall 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.

14. Should the land area of the Tama Off Highway Vehicle Park increase or change over time, Tenant shall 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.

15. The Department may close the riding area for any breach of this Agreement, until such time that the Tenant is in compliance.

16. The Tenant shall develop, maintain and manage the

premises covered by this Agreement as a public recreation area for the citizens of the State of Iowa in substantially the same manner as other public areas are developed, maintained, and managed by the Department. The Tenant shall work cooperatively with the Iowa State Snowmobile Association (ISSA) to develop and maintain snowmobile trails in the park.

17. No trees or other vegetation may be removed or other natural features of the area disturbed without permission of the Department and Landlord.

18. Public use of premise. Public hunting and fishing is permitted within the park. 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 Landlord and Tenant to schedule special hunts. The OHV park may be closed for special hunts if all parties to this Agreement concur.

19. Upon termination of this lease, Tenant shall vacate and surrender the premises in as good state and condition as they were in at the commencement of this Agreement, reasonable wear and tear expected, and, shall at its expense, restore the premises to its condition prior to commencement of the lease. Tenant also agrees that if the premises are damaged during the term of this Agreement, Tenant shall pay to the Landlord, upon demand, such sum shall be necessary to restore the premises to the condition they were in at the commencement of this Agreement.

20. Compliance with Laws. Tenant shall be solely responsible for insuring that all users shall comply with all applicable federal, state and/or local laws. All ATVs, snowmobiles and, if required, motorcycle users shall have current registration in place before use of the premises.

21. Permitted Users of Premises. Tenant shall only use the premises as an off highway vehicle park, and shall not use or permit the use of the premises for any purpose not provided for herein or for any immoral, objectionable, or unlawful acts. Any all terrain vehicle used on the premises shall be equipped and operated in accordance with applicable state and federal law and the Landlord and Department shall not be responsible therefore.

22. Utilities. All utilities shall be the sole responsibility of Tenant.

23. Contracts and liens. Tenant shall not permit or allow any mechanic's or other liens to attach to or be filed against the premises and all improvements made to the premises shall, upon termination of this Agreement and without payment of compensation

therefore shall become the property of the Landlord.

24. Performance. Failure by the Landlord or Department to insist on strict performance of any of the terms, agreements, conditions, or covenants in this Agreement, shall not constitute or be construed as a waiver of any right the Landlord or Department may have to thereafter enforce any Agreement, term, condition or covenant.

25. Subletting and Assignments. Tenant shall not sublet the whole or any part of the premises, no assign or mortgage this Agreement or any of its rights under this Agreement, without the prior written consent of the Landlord. Any consent given by the Landlord shall not operate as a waiver of this condition for the future subletting, assignment or mortgage.

26. Legal Recourse. In the event of default by Tenant of any of the terms of this Agreement which shall not have been cured within the time provided in paragraph 6 hereof, or in the event this lease shall be otherwise terminated as provided in paragraph 6 hereof. Landlord shall have, in addition to any and all other remedies, the right to enter and obtain possession of the entire premises, remove and exclude all persons from the premises, remove all property of Tenant from the premises, all without service of notice, or resort to legal process without any legal liability on the Landlord's part, and Tenant shall be responsible for all expenses incurred in enforcing the provisions of this Agreement, including but not limited to reasonable attorney's fees.

27. Notices. All notices under this Agreement shall be addressed as follows: For Landlord: City of Tama, Iowa, City Clerk, 305 Siegel St., Tama IA 52339. For Tenant: Club S.P.O.R.T., Inc., c/o Steve Chyma, 2125 Hwy E64, Tama IA 52339. For Department: Iowa Department of Natural Resources, 502 E 9th St., Des Moines IA 50319-0034.

28. 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 shall be deemed severable and enforceable.

29. Maintenance. Tenant and all ATV users shall keep the premises clean, litter-free and shall make any and all desired improvements at Tenant's sole expense.

30. Use. Use of the leased premises shall be by ATV users in designated areas only and snowmobiles are specifically included by this reference.

31. The City of Tama reserves the right, without charge, to continued use of the premises subject to this use and this lease shall be subject thereto. Without limiting the scope of the

foregoing reservation of use, the parties hereto acknowledge and agree as follows:

- a. In order to access property situated to the South and West of Deer Creek, Tenant has requested permission to cross an existing bridge owned by the City and situated across Deer Creek which bridge is used by the City, a farm tenant of the City and the general public to access other property owned by the City and the City consents thereto subject to the terms and conditions set out herein.
- b. That the City maintains a firing range for its police department in the area south and west of Deer Creek, which involves the firing of firearms with live ammunition, the specific location of which has been provided to Tenant and Department
- c. That the City reserves the right to continue said aforescribed uses, to enlarge the same and to add other uses, which City uses shall be entitled to priority and any and all rights provided herein shall be subject to said uses and any other use by the City.
- d. That to facilitate said uses by the City, the City reserves the right to temporarily close or restrict access to such portions of the real estate leased in the First, Second and Third Cooperative Agreements as the City in its discretion may deem reasonably necessary.

CITY OF TAMA, IOWA

BY

Christopher T. Bearden
Christopher T. Bearden, Mayor

CLUB S.P.O.R.T., INC.

BY

Steve Chyma
Steve Chyma

IOWA DEPARTMENT OF NATURAL RESOURCES

BY

Judy Welch
8/18/05

ATTEST:

BY

Judy Welch
Judy Welch, City Clerk

A right of access eight (8) feet in width over and across a portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) in Section Thirty-three (33), Township Eighty-three (83) North, Range Fifteen (15) West of the 5th P.M. in Tama County, Iowa, described as:

commencing at a point of intersection with the existing roadway running Northwest to Southeast along the South side of Cherry Lake, thence South along and parallel to the East line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) across the existing bridge over Deer Creek and thence as follows:

- a. South to a point immediately inside and South of the earthen berm surrounding the former Weitzell building site, thence West along and parallel with said berm to its western terminus, thence Northwest to the point of intersection of Deer Creek with the North line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$).
- b. South along and parallel to the East line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) to the Southeast Corner of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$).