

ORDINANCE NO. 721-23

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING A PUBLIC PURPOSE LEASE WITH THE PAGE GUN CLUB, INC.; AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE AGREEMENT.

WHEREAS, Section 32.055, Code of the City of Page, permits the City of Page to lease public land for such consideration, and upon such conditions as may be determined by the Council, for a public purpose; and

WHEREAS, the City desires to the certain real property to The Page Gun Club, Inc. for the operation of a gun range as further described in the Lease Agreement; and

WHEREAS, the City Council finds that the availability of a gun range along with the programs and benefits to residents and visitors of the City as set forth in the Lease Agreement constitute a public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AS FOLLOWS:

Section 1. The Lease Agreement attached hereto as Exhibit 1 and incorporated herein by reference, is hereby declared a public record. A minimum of one paper copy and one electronic copy of Exhibit 1 shall be maintained in compliance with A.R.S. § 44-7041 in the office of the City Clerk and shall be available for public inspection during normal business hours.

Section 2. The Mayor and City Council of the City of Page hereby approve the Lease Agreement attached as Exhibit 1 and authorize the Mayor to execute the Lease Agreement and any other documents that may be necessary to consummate said Agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 15th day of November, 2023, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>0</u>



CITY OF PAGE

BY 
Vice Mayor John Kajan

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBITS ON FILE AT:
PAGE CITY CLERK'S OFFICE
697 VISTA AVE., PAGE, AZ

Exhibit 1

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into by and between the CITY OF PAGE, an Arizona municipal corporation organized and existing under the laws of the State of Arizona (the “Lessor”), and The Page Gun Club, Inc., an Arizona non-profit corporation (the “Lessee”).

RECITALS

Whereas, the City of Page desires to provide a broad range of recreational and educational opportunities to its residents and visitors; and

Whereas, the gun range provides the public recreational and educational opportunities; and

Whereas, the City of Page does not have the expertise or resources to operate the gun range; and

Whereas, The Page Gun Club has successfully operated the gun range for many years; and

Whereas, The Page Gun Club desires to make significant improvements at the gun range property that will be of public benefit and for a public purpose; and

Whereas, in order to fund the infrastructure and other intended improvements, The Page Gun Club requires a long term lease in order to qualify for grants for improvements.

PREMISES

Lessor, in consideration of sums remunerated, hereby leases to Lessee, upon the terms and conditions hereinafter set forth, certain premises (“Premises”) as described in Exhibit A, less the Page Police Department gun range area depicted in Exhibit B. Lessee shall not be entitled to use of the Police Department range area in Exhibit B. In the event that the Police Department needs to relocate its range or expand its facilities in the future, the parties will work together in good faith to accommodate law enforcement needs.

Lessor covenants to provide Lessee with peaceful possession of the Premises, and Lessee, by taking possession of the Premises, acknowledges that the Premises are in satisfactory and acceptable condition for its use.

Further, Lessee has inspected the Premises and agrees to accept the conditions of the Premises, without any representation or warranty on the part of the Lessor, in an “as is” condition. Lessee assumes responsibility for the condition, operation, maintenance and management of the Premises.

TERM

The term of this lease shall be for a period of ten (10) years beginning on the 15th day of November, 2023, and expiring the 14th day of November, 2033.

In the event Lessee remains in possession of the Premises after the expiration of this Lease, it shall be deemed to be occupying said premises as a Lessee from month to month at a rate equal to the rate

with federal, state, and local laws. Lessee shall be responsible for the repair and maintenance of all alterations, additions, improvements and fixtures installed by Lessee upon the Premises.

2.6.1 Any use or storage of flammable materials, hazardous waste or a Regulated Substance on the Premises shall be in strict compliance with all applicable laws and regulations. Regulated Substances include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. § 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. § 49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. § 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the applicable laws.

2.6.2 To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold Lessor harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Lessee's use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Section 2. Lessee also agrees to indemnify and hold Lessor harmless for any costs and expenses incurred in connection therewith, including without limitation, any attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Lessee's use of the Premises. These indemnities shall survive the termination of this Lease.

2.7 Lessee hereby accepts the Premises in its existing condition as of the date of this Lease Agreement, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's use and determination of the suitability of the Premises for Lessee's use is at Lessee's sole discretion.

2.8 Lessee is responsible to ensure that all sides of the gun range are adequately fenced with no trespassing signage warning of danger and the use of the premises as a gun range to mitigate breaches of the perimeter. Lessee further agrees to maintain the fences and signage in good repair. In addition, Lessee shall post and enforce rules and regulations relating to the use of the gun range by its members to ensure the safety of participants and adjacent users. Said rules will be at the discretion and expertise of Lessee but shall include a requirement that all shots be fired into a backstop below the horizon.

2.9 Lessor and Lessee agree that Lessee has the requisite expertise and knowledge to operate the gun range and that Lessee shall conduct such operations in accordance with generally accepted standards within the industry.

2.10 Lessee shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Lease or the operation of the gun range. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Lease shall be deemed inserted, whether or not such provisions appear in this Lease.

3. MAINTENANCE AND REPAIR OF PREMISES

3.1 At the expiration of this Lease, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted.

3.2 Lessee shall maintain the Premises in good repair and shall perform any maintenance or repairs necessary to allow for the Premises to operate as intended. Lessee shall repair any damage caused to the Premises by Lessee, its employees, agents, invitees, licensees, customers, or visitors.

4. ALTERATIONS AND FIXTURES

4.1 As a material inducement for Lessor to enter into this Lease, Lessee agrees to make certain improvements to the Premises during the term of the Lease as outlined in Exhibit C, identified as the Page Gun Club 10 Year Goals, attached hereto and incorporated herein by reference. Lessee consents to these alterations and improvements, however, if required by law, Lessee will obtain any applicable permits or other governmental authorizations necessary for such alterations or improvements. This provision is not a grant of permit or other administrative approval by the City of Page of any specific alteration or improvement.

4.2 Lessee shall not have the right to make other substantial alterations, additions, or improvements to the Premises without the prior written consent of Lessor. Any alterations, additions, improvements and fixtures, which may be made or installed by Lessee upon the Premises, shall remain the property of Lessee. At the termination or expiration of this Lease Agreement, Lessee shall remove additions and improvements or negotiate their transfer to Lessor and restore the Premises to its original condition at Lessee's sole expense.

4.3 If required by any law or regulation, any alterations or improvements shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

4.4 All improvements and alterations shall be completed with due diligence in a workmanlike manner in compliance with the plans and specifications and working drawings, all applicable laws, building codes and other similar rules.

4.5 All work shall be contained entirely within the Premises and without any encroachment or dependence upon any other property.

4.6 Lessee shall timely pay for all labor, materials, work, and professional and other services related thereto and shall pay, protect, indemnify, defend, and hold harmless Lessor, and Lessor's employees, officers, contractors, agents, and volunteers against all claims related thereto.

4.7 Lessee shall cause all construction and similar work related to this Lease to be conducted in a safe and cautious manner. Without limitation, Lessee shall cause such work to be conducted in compliance with established industry safety standards and practices.

5. INSURANCE AND INDEMNITY

5.1 To the fullest extent permitted by law, Lessee, its successors and assigns, shall defend, indemnify and hold harmless the Lessor City of Page, its employees, agents, volunteers, officials, and other representatives from and against any and all allegations, damages, losses, fines, suits, claims, demands, actions, causes of action or costs of every kind and description, including attorney fees and expert witness fees, court costs, and the cost of appellate proceedings, arising from or out of, or resulting from any acts, errors, mistakes or omissions, or negligent, reckless or intentional actions caused in whole or in part by the Lessee relating to or arising from the performance of this Lease, or the use, operation or management of the Premises, including for personal injury, death, environmental or property damage. These obligations include, but are not limited to, anyone that Lessee allows or invites to access the Premises. The amount and type of insurance coverage requirements set forth within this Lease shall in no way be construed as limiting the scope of the indemnity as set forth herein.

5.2 Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy, operation, or maintenance of the Premises and all areas appurtenant thereto. Minimum coverage for Comprehensive General Liability insurance is \$2,000,000. The limit of said insurance shall not, however, limit the liability of the Lessee hereunder. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain same, but at the expense of Lessee. Insurance required hereunder, shall be in companies rated A+, AAA or better in "Best's Insurance Guide". Lessee shall deliver to Lessor prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancelable or subject to reduction of coverage except after fifteen (15) days' prior written notice to Lessor. All policies shall name the Lessor, City of Page, as an additional insured.

5.2.1 All policies shall waive rights of recovery (subrogation) against Lessor City of Page, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Lease.

5.2.2 Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, agents and employees, shall be in excess of the coverage of the Lessee's insurance and shall not contribute to it.

5.2.3 If the Lessee has employees, the Lessee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Lessee's employees engaged under this Lease.

5.2.4 If any work under this Lease is subcontracted in any way, Lessee shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements in this Lease protecting the Lessor.

6. ACCESS TO PREMISES

Lessor shall have the right to enter upon the Premises at reasonable hours for the purpose of inspecting or making repairs, alterations, or additions to the Premises.

7. NOTICES

Notices under this Lease Agreement shall be in writing and shall be deemed to be properly served if delivered to, or if deposited in the Post Office, registered or certified mail, postpaid, as follows:

Lessor: CITY OF PAGE
Attn: City Manager
P.O. Box 1180
Page, Arizona 86040
(928) 645-4241

Lessee: Page Gun Club, Inc.
P.O. Box 584
Page, AZ 86040
(928) 645-3679

8. ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

9. MISCELLANEOUS

9.1 Nothing herein contained shall be deemed or construed by the Parties hereto as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Nor shall any act or acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

9.2 One or more waivers of any term or condition of this Lease by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

9.3 This instrument contains all of the agreements and conditions made between the Parties to this Lease Agreement and may not be modified orally or in any other manner than by an agreement in writing signed by all the Parties to this Lease Agreement or their respective successors in interest.

9.4 In the event of any material default or breach by Lessee, Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 10% per annum.

9.5 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision hereof.

9.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

9.7 This Lease is subject to cancellation for a conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this Lease by reference.

9.8 Choice of Law. This Lease shall be governed by the laws of the State of Arizona with venue in Coconino County.

9.9 In the event it is necessary for either Party hereto to employ the services of an attorney to enforce its rights under this Lease Agreement, the Party successful in enforcing its rights shall be entitled to reimbursement for reasonable attorney fees.

9.10 This Lease may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

9.11 Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors, and assigns.

9.12 This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may not be modified or altered except in writing signed by duly authorized representatives of the parties.

9.13 No term or provision of this Lease is intended to, or will, be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

DATED this _____ day of November, 2023.

CITY OF PAGE

LESSOR

BY: _____
MAYOR

BY: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

An area of land in the City of Page, Arizona. Said area being located in the Southerly Half of Section 8, Township 40 North, Range 9 East, of the Gila & Salt River Meridian. The perimeter of said area being more particularly described by metes & bounds as follows:

Beginning at the Northwesterly corner of the fenced area currently occupied by the City of Page, Arizona Gun Club. Said point lies North $65^{\circ}20'54''$ East 13581.73 feet from that National Geodetic Society benchmark designated as L 404 (P.I.D.# GP0283). Said fence corner also bears South $63^{\circ}03'03''$ West 5886.93 feet from the section corner common to Sections 4, 5, 8 & 9 in Township 40 North, Range 9 East, of the Gila & Salt River Meridian.

Thence North $89^{\circ}35'06''$ East 4598.75 feet, more or less, along an existing fence line to the Northeasterly corner of said fenced area;
thence South $14^{\circ}14'29''$ East 2716.84 feet, more or less, along an existing fence line to the Southeasterly corner of said fenced area;
thence South $89^{\circ}25'04''$ West 4821.59 feet, more or less, along an existing fence line to the Southwesterly corner of said fenced area;
thence North $0^{\circ}28'32''$ East 1788.20 feet, more or less, along an existing fence line to an angle point on the Westerly boundary of said fenced area;
thence North $28^{\circ}08'34''$ West 976.30 feet, more or less, along an existing fence line and said Westerly boundary to the Point of Beginning.

Total fenced area encompassing approximately 276.5 acres.



NATIONAL GEODETIC SOCIETY BENCHMARK
3" BRASS DISK SET IN SANDSTONE OUTCROPPING
RETRIEVAL DATE: AUGUST 31, 2015
DESIGNATION: E 78
PID: GP0104
N.A. V.D. 88 ORTHO. HT.: 1158.365 METERS
3800.402 U.S. SURVEY FEET

FEAT GROUND)
NE GRID PER N.G.S. DATA SHEETS)

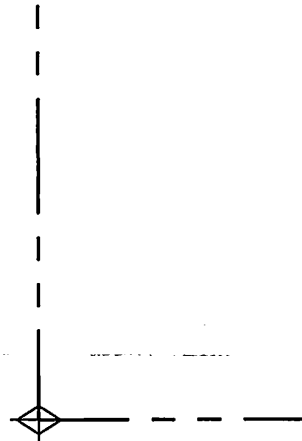


Exhibit B



Exhibit C

Page Gun Club 10 year goals

Year 1

- Install safety and informative signage
- Build larger safety berms
- Work with professionals to aid in drafting S.O.P.'s compliant with industry standards.
- Work with professionals to aid in develop of plans necessary to adhere to OSHAs Best Management Practices for Lead Mitigation and Abatement
- Implement some measures of the NSSF Lead Management Standard Operating Procedures
- Increase the size of the archery range.
- Host local and county 4-H events
- Purchase new archery targets
- Replace 35% of existing steel targets
- Purchase reactionary steel pistol targets (plate racks)
- Replace the manual clay pigeon thrower
- Invest in berm retention measures
- Host Civilian Marksmanship Programs competitions
- Host monthly matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 2

- Install an ADA compliant gate
- Build more and larger safety berms

- Continue working with professionals to aid in drafting S.O.P.'s compliant with industry standards.
- Continue working with professionals to aid in develop of plans necessary to adhere to OSHAs Best Management Practices for Lead Mitigation and Abatement
- Apply for grants
- Reinforce and fortify vulnerable areas of fencing
- Begin Building a berm to provide cover along the north fenceline
- Begin developing a 600-1000 Yard rifle range
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Construct a walking archery live silhouette course.
- Identify an area to be made available to professionals for the purpose of instruction and training.
- Replace Signage as needed
- Host 4-H events
- Begin to Reconfigure the pistol range
- Replace existing steel targets as needed
- Construct and install new target stands as needed
- Construct obstacles, barriers, and barricades as needed
- Replace clay pigeon throwers as needed.
- Apply for grants
- Host monthly matches open to the general public
- Invest in berm retention measures
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 3

- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Establish a scholarship.
- Enhance the archery range.
- Build and maintain berms as needed
- Enhance existing shooting areas by adding more targets and more amenities.
- Replace existing steel targets as needed
- Host local and county 4-H events
- Construct and install new target stands as needed
- Replace Signage as needed
- Improve berm along north fenceline to provide cover towards the City
- Purchase reactionary steel targets (dueling trees, MGM spinners) as able
- Begin to Build shade structures in each area.
- Invest in berm retention measures
- Develop more General Use bays (for competitions and training).
- Apply for grants
- Host monthly matches open to the general public
- Repair fencing as needed
- Replace Signage as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 4

- Purchase reactionary steel targets (Swingers) as able
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Build and maintain berms as needed
- Invest in berm retention measures
- Continue building structures in each area.

- Continue to develop areas capable of hosting large matches.
- Repair fencing as needed
- Replace Signage as needed
- Host local and county 4-H events
- Enhance existing shooting areas by adding more targets and more amenities.
- Replace existing steel targets as needed.
- Construct and install new target stands as needed
- Host monthly matches open to the general public
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 5

- Purchase reactionary steel targets (Poppers) as able
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Continue building shade structures in each area.
- Host local and county 4-H events
- Invest in berm retention measures
- Continue to develop areas capable of hosting large matches
- Repair fencing as needed
- Enhance existing shooting areas by adding more targets and more amenities.
- Replace existing steel targets as needed.
- Construct and install new target stands as needed
- Build and maintain berms as needed
- Host Civilian Marksmanship Programs competitions
- Host monthly pistol, small bore rifle, large bore rifle, and shotgun matches open to the general public

- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 6

- Begin Installing lighting as able
- replace safety and informative signage as necessary
- Invest in berm retention measures
- Host local and county 4-H events
- Rebuild safety berms
- Replace Signage as needed
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Conduct 5 year Lead Baseline tests per the Lead Management Standard Operating Procedures
- Purchase new archery targets as needed
- Replace existing steel targets as needed
- Purchase reactionary steel pistol targets (rifle plate racks) as able
- Replace the automatic clay pigeon throwers as needed
- Host monthly matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 7

- Continue to install lighting as able
- Replace safety and informative signage as needed
- Invest in berm retention measures
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures

- Host local and county 4-H events
- Rebuild safety berms as needed
- Replace Signage as needed
- Purchase new 3D archery targets as needed
- Replace existing steel targets as needed
- Purchase reactionary steel targets (Rifle Dueling Tree)
- Construct Shooting Bench at 600-1000 Yard Range
- Host matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 8

- Continue to install lighting
- Replace safety and informative signage as needed
- Invest in berm retention measures (General Use Bays)
- Rebuild safety berms as needed
- Purchase new 3D archery targets as needed
- Replace existing steel targets as needed
- Host local and county 4-H events
- Replace Signage as needed
- Replace target stands as needed
- Purchase reactionary steel targets as needed
- Construct Shooting Benches as needed
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Host monthly matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 9

- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Continue to install lighting as able
- Replace safety and informative signage as needed
- Invest in berm retention measures
- Host local and county 4-H events
- Rebuild safety berms as needed
- Purchase new 3D archery targets as needed
- Replace existing steel targets as needed
- Replace target stands as needed
- Replace Signage as needed
- Purchase reactionary steel targets as needed
- Construct Shooting Benches as needed
- Host Civilian Marksmanship Programs competitions
- Host monthly matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

Year 10

- Conduct 5 year Lead Baseline tests per the Lead Management Standard Operating Procedures
- Continue to implement measures to adhere to NSSF Lead Management Standard Operating Procedures
- Replace safety and informative signage as needed
- Invest in berm retention measures
- Rebuild safety berms as needed

- Purchase new 3D archery targets as needed
- Replace existing steel targets as needed
- Host local and county 4-H events
- Replace Signage as needed
- Replace target stands as needed
- Purchase reactionary steel targets as needed
- Construct Shooting Benches as needed
- Host monthly matches open to the general public
- Repair fencing as needed
- Host NRA trainings to be open to be made available to the public
- Anticipated value of improvements and contributions >\$25,000.00

****Additional plans are under development****

herein provided, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

1. LEASE PAYMENTS — TAXES – UTILITIES

- 1.1 Lease payments shall accrue hereunder beginning November 15th, 2023.
- 1.2 Lessee shall annually, on or before the commencement date hereof and each year thereafter on or before the anniversary of the commencement date, pay to Lessor a rental payment for the entire one-year period of Ten Dollars and no cents (\$10.00). Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing. The amount of the rental payment is predicated upon a finding that the use of the property is for a public purpose and provides significant direct benefits to the residents and visitors to the City of Page, including recreational and educational opportunities. In addition, the rental amount is predicated upon the performance of certain responsibilities of Lessee as outlined in Sections 2 and 4.
- 1.3 In addition to rent Lessee shall pay sales and use taxes applicable to the rental of the premises.
- 1.4 Lessee shall pay for all electric, water, sewer, communication, routine maintenance, and other utilities and services supplied to the Premises, together with any taxes thereon.
- 1.5 No security deposit shall be required.

2. USE AND CARE OF PREMISES

- 2.1 The Premises may be used and occupied for the purpose of operating an outdoor gun range. At its cost, Lessee shall manage and operate the Premises and all facilities and improvements and shall be solely responsible for all aspects of its operation.
- 2.2 The Lessee may charge a reasonable fee to persons desiring to use the gun range facilities. The fee shall be set at the discretion of the Lessee but shall be calculated generally based upon the costs to operate and maintain the facility and be set at a level that encourages as much public use and access to facility as reasonably possible.
- 2.3 Lessee shall not allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose.
- 2.4 All buildings and equipment presently installed upon the Premises belonging to Lessor shall remain the property of Lessor.
- 2.5 All property kept, stored, or maintained within the Premises by Lessee shall remain the property of Lessee and shall be at the sole risk of Lessee.
- 2.6 Lessee agrees to maintain the Premises in a reasonably safe, clean and orderly condition and to keep the Premises and immediate grounds reasonably free from weeds, trash, litter and nuisance. Use and maintenance of the Premises, including the disposal of hazardous materials, must be in compliance