

### **BERTHUSEN PARK SHOTGUN CLUB LEASE AGREEMENT**

This Lease Agreement ("Agreement") is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lynden ("Lessor" or "City"), a Washington municipal corporation, and the Lynden Shotgun Club ("Lessee"), a Washington non-profit corporation.

**WHEREAS**, the City owns Berthusen Park, a 236-acre park open to the public for recreational and educational use and preservation of natural and historic resources; and

**WHEREAS**, the City intends to authorize the Lessee to utilize a designated portion of Berthusen Park, legally described below, for recreational purposes, including sport shooting activities, events, and educational programs; and

**WHEREAS**, the leased portion of Berthusen Park consists of approximately 17 acres located in Whatcom County (the "Property"), legally described as follows:

BEGINNING AT A POINT WHERE THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 2 EAST OF W.M. INTERSECTS THE EAST LINE OF THE WEIDKAMP ROAD; THENCE EAST ALONG THE SOUTH LINE OF THE SAID NORTH HALF OF THE NORTHWEST QUARTER A DISTANCE OF 1575 FEET; THENCE NORTH PARALLEL TO THE WEIDKAMP ROAD A DISTANCE OF 627 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER A DISTANCE OF 1197 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEIDKAMP ROAD A DISTANCE OF 577 FEET TO A POINT WHICH IS 50 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SAID NORTHWEST QUARTER; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SAID NORTHWEST QUARTER A DISTANCE OF 378 FEET TO THE EAST LINE OF THE WEIDKAMP ROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEIDKAMP ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, the Property is made up of five (5) parcels, denoted as parcels H, I, J, K, AND L, depicted on Exhibit A attached hereto (which is not to scale); and

**WHEREAS**, the Lessor has leased a portion of the Property to Lessee in the past, which prior lease and amendments are wholly superseded by this Agreement and will no longer be in effect upon execution of this Agreement; and

**WHEREAS**, the uses permitted on the Property are limited by this Agreement and Whatcom County Code Title 20;

**WHEREAS**, per LMC 3.08.010 the Lessor must collect a leasehold excise tax upon the act or privilege of occupying or using through a leasehold interest as defined by RCW 82.29A.020(I), publicly owned real or personal property within the City or owned by the City; and

**WHEREAS**, per LMC 3.08.020 the rate of leasehold excise tax shall be paid at the rate set per the State of Washington Department of Revenue (as defined by RCW 82.29A.020 (2)); and

**WHEREAS**, a separate agreement entitled "Environmental Indemnification Agreement" has been executed by Lessor and Lessee on the same date hereof and is fully incorporated herein; and

**WHEREAS**, the foregoing recitals are a material part of this Agreement;

**NOW THEREFORE**, in recognition of the foregoing recitals, and in consideration of the covenants

**Commented [CC1]:** If possible, a new version of Exhibit A should be provided legibly showing the location of the parcels within the park and the shotgun fall zone.

and agreements hereinafter contained, the parties hereto agree as follows:

**1. Premises Leased.** The City hereby leases to Lessee, and the Lessee accepts from the City, exclusive use of the Property. This lease grants the Lessee exclusive rights to occupy and use the Property for recreational purposes, including but not limited to sport shooting activities, events, and educational programming focused on firearm safety, as further specified in Paragraph 4 below. The Lessee shall not use or permit the Property to be used for any purposes other than those specified herein without the prior written consent of the City.

**Commented [CC2]:** This language is new. Please confirm that these are the permitted uses

**2. Rent.** The Lessee shall pay to the City an annual rental fee of Two Thousand Dollars (\$2,000.00), plus applicable State leasehold excise tax(13.84%), payable in two equal installments each year. The first installment of One Thousand Dollars (\$1,000.00) plus State leasehold excise tax is due on the first day of April each year, and the second installment of One Thousand Dollars (\$1,000.00) plus State leasehold excise tax is due on the first day of October each year.

Beginning on April 1, 2026, and on April 1 of each even-numbered year thereafter, the annual rental fee shall increase by three percent (3%), with the adjusted amount applied equally to each semiannual installment payment. Lessee agrees to make each payment by the specified due dates and to comply with all applicable State leasehold excise tax requirements.

**Commented [CC3]:** This is new

**3. Term.** The term of this lease shall commence on [January \_\_, 2025] or on such other date as execution of this Agreement and shall continue for a period of twenty-five (25) years, ending on November 30<sup>th</sup>, 2049 ("Initial Term").

The lease shall automatically renew for up to three (3) successive five (5) year terms ("Renewal Terms"), each under the same terms and conditions, except for adjustments to rent and insurance as mutually agreed in writing by both parties unless either party provides written notice of termination at least six (6) months before the expiration of the then-current term. In the absence of timely termination notice from either party, the lease will continue to automatically renew for up to three (3) Renewal Terms. If a termination notice is provided, the lease will conclude at the end of the then-current term.

**4. Permitted Uses.** The Property shall be used by the Lessee, the Lynden Shotgun Club, exclusively for skeet shooting, trap shooting, sporting clays, and similar shotgun sports activities. Additionally, Lessee is permitted to conduct educational and recreational activities, including but not limited to firearm safety training, marksmanship courses, club meetings, and events directly related to the recreational shooting activities of the Lynden Shotgun Club. Only shotguns may be discharged on the leased premises.

**Commented [CC4]:** Please confirm that this is aligned with the activities of the Lynden Shot Gun Club

All activities shall comply with applicable Whatcom County Code (WCC) zoning regulations governing Recreation and Open Space (ROS) districts, including any noise, environmental, or operational limitations as outlined in WCC and in Section 10 of this Agreement. The Premises shall not be used for any purpose other than those expressly permitted herein, except with the City's prior written consent, which shall not be unreasonably withheld if consistent with the nature and scope of recreational shooting activities and local zoning laws.

**Commented [CM5]:** I moved this to the end to clarify that even in the activities specified in the second sentence, only shotguns may be shot.

In conducting any approved activities, the Lessee shall ensure full compliance with all relevant federal, state, and local laws and regulations, including any additional restrictions or requirements imposed by Whatcom County. Lessee is responsible for obtaining and maintaining all permits required for legal operation.

**5. Insurance.** The Lessees shall maintain in full force and effect at their own cost and expense

a property and liability insurance policy on the Property until expiration of the term of this Lease and any Renewal Term. Said policy shall include a general comprehensive liability and property insurance policy in protection of the City and protecting the City and all persons against liability for loss or damage or personal injury, death, and property damage, and errors or omissions, negligent acts or omissions, with minimum limits in the amount of Two Million Dollars (\$2,000,000.00) per occurrence/Five Million Dollars (\$5,000,000.00) aggregate. The City shall be named as an additional insured on said policy and proof of such insurance shall be provided. On or before the effective date of this Lease and on or before the annual anniversary of the effective date of this Lease for each year thereafter, Lessees shall provide the City with documentation demonstrating proof of insurance consistent with this section. Insurance minimums shall be reevaluated and agreed upon in writing by the Parties prior to each extension of term, and as otherwise deemed necessary by the Parties.

**6. Lease Binding on Successors and Assigns.** All the terms and agreements of this lease shall be binding not only upon the Lessor and Lessee but also upon their heirs, executors, administrators, successors, and assigns.

**7. Default.** Material breaches of this Lease by the Lessees or Sub lessees shall constitute default and be grounds for early termination of the Lease. In the event of a default by Lessees or Sub lessees, Lessor may terminate this Lease and seek removal of Lessees and/or Sub lessees from the premises, upon providing written notice as required by law.

**8. Utilities and Fees.** The Lessee shall be solely responsible for all charges for light, heat, water, telephone, and any other utilities which shall be charged against the Property during the full term of this lease.

**9. Repairs and Maintenance.** The Property has been inspected and is accepted by Lessees in its present condition "as is." Lessees and Sub lessees shall, at their own expense and at all times, keep the Property neat, clean and in a sanitary condition, and keep and use the Property in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessees shall permit no waste, damage or injury to the Property; all waste and junk shall be removed from the Property promptly; and no hazardous materials of any kind shall occupy the Property. Lessees shall not operate a commercial venture unrelated to shotgun shooting on the Property. Lessees shall make such repairs as necessary to maintain the Property in as good condition as they now are, reasonable use and wear, and damage by fire and other casualty excepted.

**10. Hours and Days of Operation.** Lessee will institute the following policies to limit and manage the hours and days of shooting during the term of this Lease. Lessee will prohibit shooting between the hours of 10 P.M. and 8 A.M. Lessee will limit the days of shooting to four (4) days per week plus the events set forth in Exhibit B, unless prior permission is granted for additional days of shooting by the Parks Director. Lessee will submit on an annual basis to the Parks Director, a written schedule of planned community, special and private events. Lessee will also provide two (2) weeks written notice to the Parks Director of any new unscheduled shooting event exceeding the limits set forth in this section. Approval of such new unscheduled shooting events shall be at the discretion of the Parks Director but shall not be withheld unreasonably. The Parks Director or his designee will provide written notice of approval or disapproval within one (1) week of receipt of the notice. The absence of such written notice from the Parks Director or his designee shall be deemed approval. Written notice will include the event description and date(s). E-mail correspondence between a club officer and the Parks Director or his designee shall fulfill the written notice requirements of this section.

**Commented [CC6]:** This seems low for a Shotgun Club and it hasn't been raised since 2009. I think it should be significantly higher.

**Commented [CM7R6]:** Let's do 2 / 5

**11. Compliance with Laws.** Lessee shall not do or permit on or about the Property, anything that would or does violate or conflict with any law, ordinance, rule or regulation now in force or effect, or that may hereinafter be enacted, promulgated or adopted by Federal, State or local authority.

**12. Right to Terminate Lease.** Lessee shall have the right to terminate this Lease if a law, ordinance, rule or regulation hereinafter enacted by the City of Lynden would impair, limit, or prevent the use of the Property by Lessee as a shotgun range. In the event that the Lessee so terminates this Lease, Lessee will notify the Lessor in writing of the termination date and will comply with the terms of the Lease, and pay annual rent and leasehold excise tax on a pro rata basis until the termination date.

**13. Nuisance.** Lessee shall not maintain any nuisance on the Property, and shall not use the Property for any unlawful purposes. Unless otherwise provided, Lessor and Lessee acknowledge and agree that any and all deterioration of the Property due to salinity, drainage and related problems or the use of the Property by Lessee in accordance with normal and customary shotgun range use practices does not constitute waste or a nuisance or a breach of any of the terms of this Lease.

**14. Alterations.** Lessee shall not make excavations, fills, alterations, additions or improvements on the Property without written permission of Lessor. All alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. The Lessee further agrees to save the Lessor free and harmless from damage, loss, or expense arising out of said work.

The Lessor will not unreasonably withhold permission to make alterations necessary for water management, building and grounds maintenance or replacement, or reasonable modifications to accommodate necessary or customary shotgun range use.

**15. Shot Fall Zone.** A 900 foot shot fall zone shall be extended in the shooting direction from the existing towers. This zone is granted to the Shotgun Club under the following conditions. (a) Dates and times of all shooting shall be displayed and also must be forwarded to the lessee of the agricultural land over which shooting shall take place; and (b) Shooting shall not take place when the lessee of the ag land is working his fields for crops or harvesting without agreement between the two parties; and (c) The shot fall zone may be rescinded if these conditions are not met or disputes with other lessees cannot be resolved; and (d) Any disputes are to be resolved by the City of Lynden, Parks Director, who will have final authority to approve or rescind the fall zone.

**16. Accidents and Non-Liability.** Lessee agrees that the Lessor shall not be liable for loss arising out of damage to or destruction of stored material, goods or chattels resulting from any defect in the Property or from any other cause, while in the possession of Lessees or Sub lessees. This Agreement shall be binding whether or not such damage or destruction be caused by the neglect of the Lessor or its, agents, servants, or employees, and further, any and all right of subrogation by any insurance carrier is hereby waived, except as herein described.

**17. Subletting or Assignment:** Lessee shall not sublet, assign, or through any other process, transfer to any other person rental of the Property, or any other right or privilege, without written permission of the Lessor, which permission may be withheld in Lessor's sole discretion.

**Commented [CC8]:** This was in Addendum/Amendment C. Is this extending the leased area or allowing for an improvement to the Leased Property? We should probably include a depiction of where this is. Is the leased agricultural land in the Park? Or is it privately owned (South)?

**18. Insolvency of Lessee:** Notwithstanding any other provision herein to the contrary, in the event the Lessee or Lessee's successors or assigns shall become insolvent, bankrupt, or make an assignment for the benefit of creditors, or if Lessee's interests herein shall be levied upon or sold under execution or other legal process, the Lessor may terminate this Lease; provided that in the event this Lease is so terminated, the maximum claim of Lessor for damages or indemnity for injuries resulting from the termination of the expired lease shall in no event be an amount exceeding the rent reserved by the Lease, without acceleration, for the year next succeeding the date of the surrender of the premises to the Lessor, or the date of re-entry of the Lessor, whichever first occurs, plus an amount equal to the unpaid rent accrued, without acceleration, up to such date.

**19. Right of Access:** Lessor shall have the right to enter the Property at all reasonable times for the purpose of inspection or of making excavations, surveys, design reviews, repairs, additions or alterations. Lessor further reserves and Lessee hereby grants to Lessor or Lessor's agents, the right to enter upon the herein-leased premises at any reasonable time, without notice, during the thirty (30) day period immediately preceding the expiration of this Lease or any extension thereof, for the purpose of showing said premises to prospective lessees.

**20. Abandoned Property.** Upon termination of Lease and surrendering possession of the Property to the Lessor by the Lessees, or at the completion of the rental term or by any other means, any property remaining in or about the Property shall be assumed by the Lessor to be abandoned property and may be disposed of in accordance with the laws of the State of Washington.

**21. Holding Over.** If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this lease, Lessees shall remain bound by all of the covenants and agreements herein, except that the tenancy shall be from month to month. Rent shall be due monthly on a prorated basis according to the rental rate set forth in Section 2 this Agreement, including the contemplated increases thereto. Real estate excise tax, calculated semi-annually each April and October, shall be the responsibility of the Lessee for Lessee's prorated share following each tax assessment.

Commented [CC9]: This is new

**22. Relationship of the Parties:** The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

**23. Indemnification and Hold Harmless.** Lessees shall indemnify, defend and hold harmless the City from any and all claims, suits, actions, damage awards, fee awards, fines, or penalties, whether to person or property, or expense of any type or nature which may occur to the City including reasonable attorneys' fees, experts fees and other costs, based upon the intentional or negligent acts or omissions of Lessees, its Sub lessees, agents and/or employees in the performance of this Agreement. In any case in which suit or action is instituted against the City by reason of damages or injury caused in whole or in part by an act or omission of Lessee, its Sub lessees, agents and/or employees, the City shall cause written notice thereof to be given to Lessee and Lessee thereupon shall have the duty to appear and defend in any such suit or action, without cost or expense to the City. For purposes of carrying out this indemnification and hold harmless provision, Lessees expressly waives any immunity it may otherwise have pursuant to Title 51, Industrial Insurance provisions of the Revised Code of Washington.

**24. Costs and Attorneys Fees.** In the event any unlawful detainer action, lawsuit, or other legal proceeding is commenced pertaining to this Lease, the prevailing party shall be entitled to recover all of its reasonable legal costs and attorney's fees incurred from the other party. The cost of legal fees to make any changes to the lease agreement shall be borne by the party requesting the changes, additions, or renewal.

**25. Notice.** Except as otherwise expressly provided herein, any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

**To Lessor:**

City of Lynden  
Attn: Parks Director  
323 Front Street  
Lynden, WA 98264  
[ParksDept@LYNDENWA.org](mailto:ParksDept@LYNDENWA.org)

**To Lessees:**

Lynden Shotgun Club  
Attn: President  
PO Box 116  
Blaine, WA 98230  
[president@lyndenshotgunclub.com](mailto:president@lyndenshotgunclub.com)

**Commented [CC10]:** Are these addresses still correct? Website has Parks Dept. address as 8770 Bender Rd. Lynden, WA 98264 and Lynden Shotgun Club as PO Box 837 Lynden, WA 98264

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

**26. Entire Agreement.** This Lease Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessees shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

**27. Governing Law and Venue.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of the Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court.

**28. Waiver and Modification.** This Lease may be amended or supplemented only by a written instrument signed by the parties hereto.

**29. Severability.** In the event any provision of this Lease shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Lease shall nonetheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

LESSOR:  
THE CITY OF LYNDEN

LESSEES:  
LYNDEN SHOTGUN CLUB

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**PARCELS H** (2.16 ACRES)

**PARCEL I** : 6.15 ACRES

**PARCEL J**: 2.93 ACRES

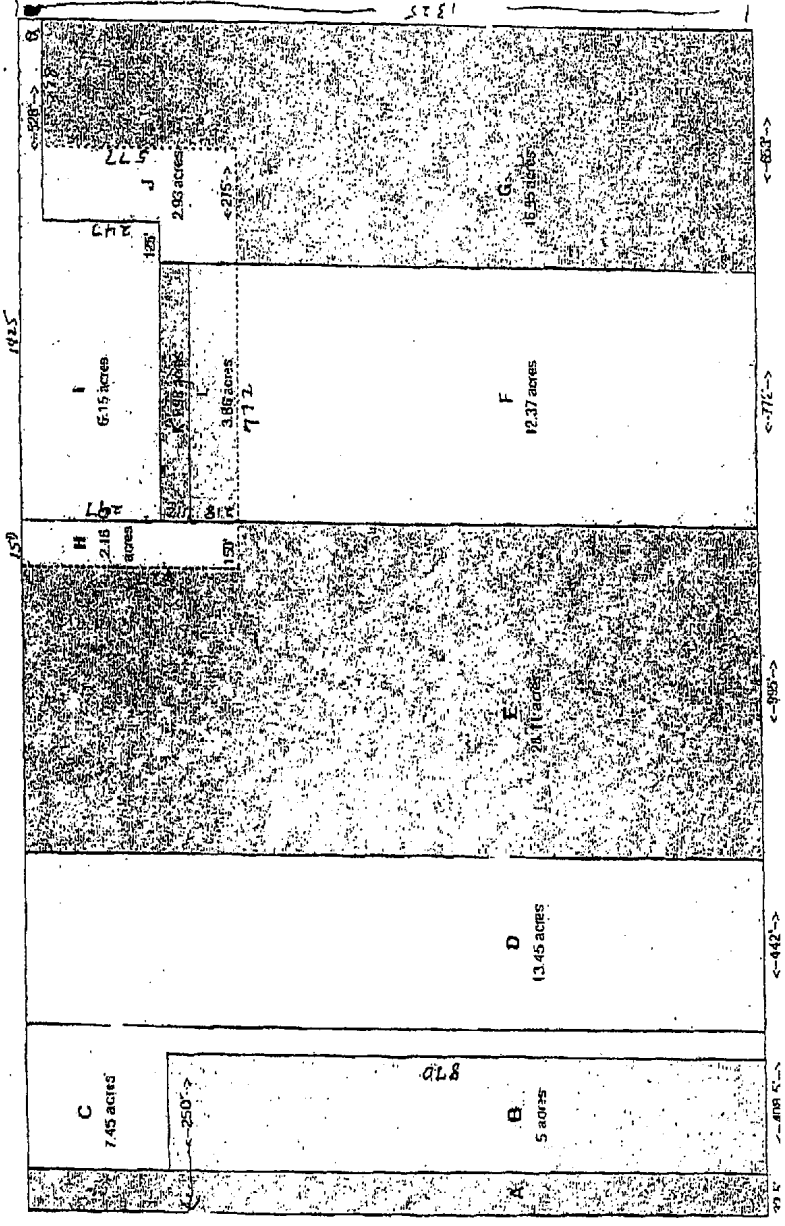
**PARCEL. K**: 1.98 ACRES

**PARCEL L**: 3.86 ACRES

SUM TOTAL OF PARCELS H,I,J,K,L EQUALS 17.08 ACRES

**ADD LEGAL DESCRIPTION**

EXHIBIT \_\_ A



## ENVIRONMENTAL INDEMNIFICATION AGREEMENT

This Environmental Indemnification Agreement ("Addendum") is part of the Lease Agreement entitled Berthusen Park Lease Agreement ("Lease Agreement") dated \_\_\_\_\_, 2025 between the City of Lynden ("Lessor" or "City"), a Washington Municipal Corporation, and the Lynden Shotgun Club ("Lessee"), a Washington nonprofit organization, concerning the property legally described in said Lease Agreement. This Addendum provides additional rights and responsibilities to the parties to the Lease Agreement without superseding or replacing any aspect of the Lease Agreement.

### I. ENVIRONMENTAL LAWS.

For the purposes of this Addendum, "Environmental Laws" shall include, but not be limited to, all federal, state, and local laws, regulations, ordinances, orders, or any other legal or administrative requirements of whatever nature, whether currently existing or hereafter amended or enacted, pertaining to the protection of the environment, the protection of the health or safety of persons or natural resources, or contamination or pollution to the environment, to include without limitation the Federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the federal Resource Conservation and Recovery Act (RCRA), as amended, and the Washington State Model Toxics Control Act (MTCA), as amended.

Except as otherwise set forth in this addendum, Lessor shall have no environmental liability, including but not limited to any costs associated with lead contamination, to Lessee in connection with the Property.

Lessor makes no representation or warranty and undertakes no liability, obligation or responsibility to Lessee from, arising out of, or relating to any conditions or activities at or involving the Property under any Environmental Law, for any release or violation which occurred on or following the date Lessee took possession of the Property, ("Lease Inception Date"). Lessee hereby forever waives, releases, and covenants not to bring, aid, or permit to be brought any demand, claim, lawsuit, or any other type of administrative or judicial action, whether known or unknown, actual or contingent, against the Lessor which Lessee may now or hereafter have which arises from or relates to the operation or violation of any Environmental Law on the Property for any period after the Lease Inception Date. This waiver, release, and covenant (and the indemnity and hold harmless obligations set forth in the next paragraph) is not intended to apply and does not apply to any time period prior to the Lease Inception Date at which time Lessor was in ownership and possession of said Property.

### II. INDEMNIFICATION.

Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including without limitation reasonable attorneys' and consultants' fees and disbursements) of every kind, nature or description resulting from, arising out of or relating to any environmental release or violation of Environmental Laws occurring on or after the Lease Inception Date involving the Property; provided that in no event will Lessee be liable for any incidental consequential, or special damages.

### III. LEAD AND HEAVY METAL CONTAMINATION

The federal Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDCP), and Washington State have identified human exposure to all forms of lead as a major health concern in the United States. The NRA, NSSF, and a number of other shooting sports organizations strongly encourage range owners/operators to develop a Best Management Practices (BMP) program to manage lead contamination. By implementing appropriate lead management at outdoor shooting ranges, range owners and operators can reduce the environmental and health risks associated with lead deposition.

Lessee's failure to implement BMPs is at Lessee's own risk. If lead shot and clay target debris are discarded and/or abandoned, these materials are considered solid waste as defined in RCRA. Lessee acknowledges that Lessee may be at risk of legal action under RCRA if Lessee fails to routinely recover and reclaim lead, does not take steps to minimize lead release or migration, or if Lessee abandons lead in berms. Lessee accepts sole responsibility for lead management and sole legal and financial liability for failure to mitigate lead risk.

This Section provides responsibilities that are additional to Lessee's other responsibilities. Compliance with this Section will not absolve Lessee of liability in the event decontamination or other cleanup of the Property is required. In addition, lead is not the only contaminant that may result from recreational shooting. Shooting range activities can result in direct exposure to other heavy metals, including zinc, nickel, arsenic, and other metalloid heavy metals, which can contribute to cardiovascular disease, anemia, kidney damage, and even cancer. Lessee is encouraged to implement BMPs for any and all potential contaminants and understands that it may be liable in the event a contaminant other than lead requires clean up.

### IV. INSURANCE

In addition to the insurance required by the Lease Agreement, Lessee shall, at its sole expense, procure and maintain throughout the Term of the Lease and any Renewal Term, environmental insurance coverage, with minimum limits in the amount of One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) aggregate. The policy must include pollution legal liability protection, including coverage for bodily injury, property damage, and cleanup costs arising from the release, discharge, or escape of pollutants. The City shall be named as an additional insured on said policy and proof of such insurance shall be provided. On or before the effective date of this Lease or Renewal Term and on or before the annual anniversary of the effective date of this Lease or Renewal Term for each year thereafter, Lessee shall provide the City with documentation demonstrating proof of insurance consistent with this section. Insurance minimums shall be reevaluated and agreed upon in writing by the Parties prior to each extension of term, and as otherwise deemed necessary by the Parties. Lessee's obligations under this Section shall survive the expiration or termination of this Lease or Renewal Term with respect to any environmental conditions that existed or arose during the Term or Renewal Term.

V. MATERIAL TO LEASE AGREEMENT

Lessee's liability under this Addendum for environmental impacts and cleanup costs resulting from Lesse's use of the Property shall survive the expiration of the Lease Agreement.

Lessee acknowledges that the provisions of this Addendum are a material part of the Lease Agreement, and that the City has agreed to the annual rental fee of two thousand dollars (\$2,000.00), subject to increases and tax as outlined in the Lease Agreement, by reason of such understanding.

All other terms and conditions of the Lease Agreement remain unchanged.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the year and date first written above:

**CITY OF LYNDEN**

**LYNDEN SHOTGUN CLUB**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_