

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2014, by and between THE CITY OF SIDNEY, MONTANA, a Municipal Corporation, Party of the First Part, and THE SIDNEY TRAP CLUB, INC., a Montana Corporation, Party of the Second Part, WITNESSETH:

That the said Party of the First Part, for and in consideration of the rents and covenants hereinafter mentioned and to be paid and performed by the Party of the Second Part, hereby leases to the Party of the Second Part, the following described real property located in the County of Richland and State of Montana, more fully described in that certain deed recorded in Book A-63, page 182, records of Richland County, Montana:

A tract of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 24, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 25, Township 23 North, Range 58 E.M.P.M., described as follows:

Beginning at the section corner common to Sections 24 and 25, Township 23 North, Range 58 E.M.P.M. and Section 19 and 30, Township 23 North, Range 59 E.M.P.M., thence North along the 58<sup>th</sup> Range line a distance of 629.76 feet; thence South 78°26' West a distance of 1309.38 feet, more or less, to the East right of way of Montana Highway No. 16, thence South 44°59' East along said East right of way line a distance of 1814.67 feet, thence North along the 58<sup>th</sup> Range line a distance of 916.32 feet, more or less, to the point of beginning, said tract containing 22.77 acres, more or less.

ACCEPTING AND RESERVING UNTO FIRST PARTY the following portion of the above-described tract: All that portion East of a line drawn 200 feet West of and parallel to the 58<sup>th</sup> Range line from the northern boundary to the southern boundary of the above-described tract.

First Party grants to Second Party full right of ingress and egress over all existing roads and trails leading to said premises, and retains the right of ingress and egress to itself and its assigns, to that portion of the premises which are accepted and reserved herein.

TO HAVE AND TO HOLD the above-rented premises to the said Party of the Second Part, its successors and assigns, for and during the full term of ten (10) years beginning on the 30<sup>th</sup> day of June, 2013, and ending on the 30<sup>th</sup> day of June, 2023.

THE FURTHER TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. RENT: The Second Party agrees to pay to First Party as rent for the above premises the sum of Twenty-five and No/100 Dollars (\$25.00) per annum, payable on the date of this agreement, and annually thereafter during the term of this Lease Agreement.
2. USE: Lessee agrees to use these premises exclusively for the purpose of trapshooting with shotguns and for no other purpose. Use of rifles or handguns of any caliber will be prohibited.
3. SUBLETTING: Lessee agrees it will not, without the advanced written consent of Lessor, sublet all or any part of said premises during the terms of this Lease Agreement.
4. RIGHT OF FIRST REFUSAL: If, during the terms of this lease agreement or any extension thereof, Lessor offers said property or any part thereof for sale, Lessor shall first offer said property to Lessee at the same terms and conditions as offered to any bonafide purchaser, and that before accepting any offer from any bonafide purchaser,

Lessor shall give Lessee sixty (60) days in which to accept or refuse the terms offered by said bonafide purchaser. If Lessee elects to purchase the property it shall mail a written notice to Lessor signifying its intention to purchase the property upon said terms, and shall agree to carry out said purchase within thirty (30) days thereafter. In the event the premises are, for any reason, not sold to the bonafide offerer under the terms and conditions set forth in said notice, then Lessee shall have, upon the same conditions, the continuing right of first refusal to purchase said premises upon the terms of a subsequent bonafide offer or offers received by Lessors. The provisions of this paragraph shall apply in the manner and to the extent permitted by the laws of the State of Montana wholly, and to the extent that the provisions of this paragraph exceed the authority granted by statute, those provisions shall be deemed null and void.

5. **INDEMNIFICATION OF LESSOR:** Lessee agrees to hold Lessor free of all liability and claim for damages by reason of any injury to any persons or property, from any cause or causes whatsoever, while in, upon or in any way connected with the leased premises.
6. **MAINTENANCE:** Lessee agree to maintain that portion of the leased premises devoted to a trapshooting range in a neat and clean manner, to clear all weeds and noxious plants therefrom and to seed areas not devoted to automobile traffic and parking with adaptable range grasses, and to nurture the same with fertilization and mowing.
7. **EQUIPMENT INSTALLATION AND FIXTURES:** All equipment, buildings, outbuildings and fixtures located on or attached to said real property during the term of this lease shall be removed by Lessee at the termination thereof. Any personal property and fixtures not so removed by Lessee at the termination of this lease shall vest in and become the property of Lessor and may be disposed of in the manner deemed most expeditious by Lessor.
8. **FENCES, GATES AND ROADWAYS:** Lessor agrees it will put the boundary fence along the highway right of way in a good condition at the inception of this Lease Agreement. Lessee agrees it will maintain during the term of this lease all boundary fence not owned and maintained by adjoining landowners, together with the entrance gate and access roadway.
9. **RIGHT OF INGRESS AND EGRESS:** Lessor, its designates and assigns, and the Trustee of the Marie N. Anderson Trust No. 1, and their successors and assigns, shall have the right of free ingress and egress to, from and through said property for all lawful and legitimate purpose on established roadway now existing.
10. **DEFAULT:** If Lessee neglects or fails to make the payments required herein by it, Lessor shall give written notice by certified mail to Lessee of said default, and shall give notice of Lessor's intention to cancel this lease in the event Lessee fails within thirty (30) days to cure said existing default under the terms of this agreement. If Lessee fails to cure said default within said period, then Lessee's rights under this lease shall terminate, and the lease shall at the option of Lessor become null and void, and Lessor may re-enter said premises and take possession thereof, together with all equipment, personal property and fixtures located thereon, and Lessee shall forfeit all payments previously made by him on this lease and all right of possession and use of the premises whatsoever, and all payments previously made, together with all personal property and fixtures placed thereon by Lessee shall be retained by Lessor in

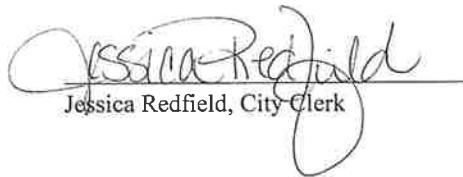
full satisfaction for termination of this lease, and in liquidation of all damages by Lessor sustained.

If Lessee shall be in default for any reason other than failure to make payments required by this lease agreement, then before Lessor shall first notify the Lessee in writing, setting forth in what way the Lessee has failed to perform the conditions required of it, and such notice shall afford Lessee a reasonable period of time in which to perform the things required of it, and if Lessee does perform the things required of it within said period, no default shall be claimed by Lessor. If Lessee fails to do the thing or things required of it within said period, then Lessor may re-enter and retake possession of the premises as aforesaid.

11. SURRENDER OF PREMISES: Upon Expiration of this lease, or other earlier termination thereof, the Lessee will quietly and peaceably surrender the premises above-described to Lessor, in as good a condition as the same now is, reasonable wear and tear thereof, and damages by the elements accepted.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ATTEST:

  
Jessica Redfield, City Clerk

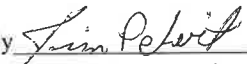
CITY OF SIDNEY, MONTANA  
a Municipal Corporation, Lessor

By   
Rick Norby, Mayor

ATTEST:

  
Leann Pelvit, Secretary – Treasurer

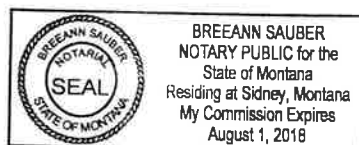
THE SIDNEY TRAP CLUB, Inc.,  
a Montana Corporation, Lessee


By   
Jim Pelvit, member at large

STATE OF MONTANA     )  
                                      ) SS.  
COUNTY OF RICHLAND )

On this 03 day of March, 2015, before me the undersigned, a Notary Public for the State of Montana, personally appeared Rick Norby and Jessica Redfield, known to me to be the Mayor and City Clerk respectively of the City of Sidney, Montana, that executed within instrument and acknowledged to me that said Municipal Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year appearing above.

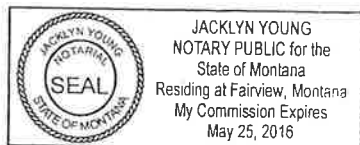


  
Notary Public for the State of Montana  
Residing at Sidney, Montana  
My Commission expires August 1, 2018

STATE OF MONTANA     )  
  ) SS.  
COUNTY OF RICHLAND )

On this 3 day of March, 2015, before me the undersigned, a Notary Public for the State of Montana, personally appeared Leann Pelvit and Jim Pelvit, known to me to be the Secretary-Treasurer and Member at Large respectively of The Sidney Trap Club, Inc., and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year appearing above.



Jacklyn Young  
Notary Public for the State of Montana  
Residing at Sidney, Montana  
My Commission expires May 25, 2016