

LEASE

Lease made and entered into this 20 day of November, 2012 by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY, or LESSOR of Box 3003, Gillette, Wyoming, 82717 and the Gillette Gun Club, a Wyoming Non-Profit Corporation, of Box 1061 Gillette, Wyoming, 82717-1061 acting through its board of Directors, hereinafter the GUN CLUB or LESSEE.

The GUN CLUB and CITY may be referred to collectively herein as the PARTIES. LESSEE, will lease from LESSOR, a tract of land, hereinafter the LAND, upon the following Terms and Conditions:

LAND

The LAND subject to this lease is described as a tract of land within section 22 T. 50 N R. 72 W of the 6th PM, Campbell County Wyoming, more particularly described as that portion of the NE1/4NW1/4 of Section 22, T. 50 N, R. 72 W. lying east of the County Road and the west half of the NW1/4NE1/4 of Section 22, T. 50 N, R. 72 W. City of Gillette, Campbell County. Excepted from this lease shall be a portion of land described as follows: Beginning at the northwest corner of the NW1/4SE1/4 of Section 22, T. 50 N, R. 72 W. of the 6th P.M., thence S 82° 44' E. a distance of 500 feet; thence N 0° 31'E. a distance of 1237.25 feet to the point of beginning: Thence N 26° 00' E. a distance of 390 feet, thence N 64° 00' W a distance of 830 feet, thence S 26° 00' W a distance of 390 feet, thence S 64° 00' E a distance of 830 feet to the point of beginning.

USE

The land is currently used as a public non-profit firearms shooting range. The LESSEE shall use the LAND in a careful, safe, and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations relating to the possession, use, or maintenance of the property for the use described, except LESSEE shall be exempt from prohibitions against discharging firearms inside the City limits and excessive noise generation. Shooting of unsuppressed fire-

arms shall only take place between 7 AM and sunset. The LAND shall be open for use by the general public upon non-discriminatory rules enacted by the LESSEE. The LESSEE shall allow members of the Gillette Police Department and the Campbell County Sheriff's office to use the shooting range without charge, except for expenses directly attributed to their use, but may schedule such use so as not to unduly interfere with other regularly scheduled activities.

TERM

The term hereof shall be twenty five (25) years and shall commence on January 1, 2013. This Lease shall be deemed to have been renewed automatically for successive terms of five years each, beginning on the following January 1, and running from January 1 to the 31st day of December five years later, unless either of the PARTIES sends the other a written notice of its intention to terminate the Lease mailed to the non-terminating party, by certified mail, return receipt requested, at least 75 days before the end of the original term or any succeeding term. Within 30 days of the date of mailing the written termination notice the PARTIES shall meet and discuss the termination of the Lease. If no agreement is made to extend the lease then this Lease shall terminate on the last day of the then current term.

RENT

The rent is payable annually on the 1st day of the term of this lease at \$1.00 per year.

USES PROHIBITED

LESSEE shall not use any portion of the premises for purposes other than those specified herein above, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies concerning the said property. No alcoholic beverages may be consumed or stored at the premises and LESSEE shall prohibit the use of any alcoholic beverage within the LAND.

ASSIGNMENT

LESSEE shall not assign this lease without prior written consent of the LESSOR, which shall not be unreasonably withheld. Any assignment of the lease without the prior written consent of the LESSOR is void.

ORDINANCES AND STATUTES

LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE.

MAINTENANCE, REPAIRS AND ALTERATIONS

LESSEE shall at its own expense and at all times, maintain the premises which now include a public shooting facility including a rifle range, pistol range, trap shooting facility and storage building and supporting structures in good and safe condition, including all buildings upon the premises. LESSEE shall be responsible for all repairs. LESSEE shall surrender the premises, at the termination hereof, in as good condition as received before the land's use as a shooting range in March of 1971, normal wear and tear excepted and shall cause the removal of all lead, shell casings, cartridges, targets, and other materials unique to the permitted uses of this lease that have accumulated as a result of the use of the property as a public shooting facility. Upon surrender LESSEE shall remove all buildings and improvements from the LAND. LESSEE shall comply with any and all State or Federal regulations governing the cleanup of areas used for shooting ranges at the end of the lease term and perform any cleanup or remediation and reclamation that is required. Upon reasonable notice, if requested by LESSOR, LESSEE will post a performance bond in an amount satisfactory to LESSOR to secure the cleanup and reclamation of the leased area at the end of the lease term.

No substantial improvement or alteration of the premises shall be made without the prior written consent of the LESSOR. Prior to the commencement of any substantial repair, improvement, or alteration,

LESSEE shall give LESSOR at least two (2) days written notice in order that LESSOR may post appropriate notices to avoid any liability for liens.

ENTRY AND INSPECTION

LESSEE shall permit LESSOR or LESSOR'S agents to enter upon the LAND at reasonable times and upon reasonable notice, for the purpose of inspecting the same or for the purpose of installing, maintaining, repairing, reinstalling or locating any utility improvement within the LAND. Upon the request of the LESSOR, LESSEE will cease any activities within the LAND which might interfere with LESSOR'S construction, repair, or maintenance activities within the LAND. The Parties acknowledge that a portion of the premises will be subject to flooding as a part of the LESSOR's regional detention system. The LESSOR will furnish maps of the area subject to periodic flooding to LESSEE so that LESSEE can plan its facilities to minimize its risk. LESSOR shall not be responsible for any damage to the LESSEE or any other person for injuries caused by flooding.

INDEMNIFICATION OF LESSOR

The LESSEE shall indemnify and hold the City and its employees and attorneys harmless from and defend it and them against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the City or any employee, attorney, or officer thereof may become subject, arising out of, or in connection with LESSEE's use of the above-described lands which does not include use by the Gillette Police Department or the Campbell County Sheriff's office, and shall reimburse the City and any such employee and officer for any legal or other expenses reasonably incurred by the City or any such employee or officer in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred.

INSURANCE

LESSEE, at its expense, shall maintain public liability insurance insuring LESSEE and LESSOR in the minimum amount of \$1,000,000.00 which shall name LESSOR as additional insured.

LESSEE shall provide LESSOR with certificates of insurance showing additional insured as named. The Certificates shall provide for a ten day written notice to the additional insured in the event of cancellation or material change of coverage.

UTILITIES

LESSEE agrees that it shall pay and be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises during the term of this lease.

ABANDONMENT OF PREMISES

LESSEE shall not vacate or abandon the premises at any time during the term hereof, and if LESSEE shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE left upon the premises shall be deemed to be abandoned, at the option of LESSOR.

INSOLVENCY

In the event that a receiver shall be appointed to take over the business of the LESSEE, or in the event that the LESSEE shall make a general assignment for the benefit of creditors, or LESSEE shall take or suffer any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by LESSEE.

REMEDIES ON DEFAULT

In the event of breach of this lease by LESSEE, LESSOR may, at its option, terminate the lease, and recover from LESSEE the worth at the time of award of any damages to the LAND beyond reasonable wear and tear and be released from further obligations under the lease.

LESSOR will forward any complaints it receives concerning the operation of the firearms shooting range to the LESSEE for resolution. If the complaint is not resolved to the satisfaction of the complainant, then the issue will be presented to the City Council. The City Council will discuss the complaint at a Special Meeting or Work Session and allow input from the

complainant and the LESSEE. The decision of the City Council will be binding upon the complainant and the LESSEE.

ATTORNEY'S FEES

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

WAIVER

No failure of LESSOR to enforce any term hereof shall be deemed to be a waiver.

NOTICES

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LESSEE at the premises, or LESSOR at the address shown below, or at such other places as may be designated by the parties from time to time.

TIME IS OF THE ESSENCE

Time is of the essence of this lease.

HEIRS, ASSIGNS, SUCCESSORS

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

DATED 20th day of November, 2012.

City of Gillette

BY



Tom Murphy, Mayor

(S E A L)

ATTEST



Karlene Abelseth, City Clerk

Gillette Gun Club

a Wyoming non-profit corporation,

BY [Signature]
President

(SEAL) *no seal*

ATTEST:

[Signature]
Secretary

STATE OF WYOMING)
) SS.
County of Campbell)



(Signatures on pg. 7)

On the 20th day of November, 2012, before me personally came Tom Murphy, and Karlene Abelseth, to me known, who, being by me duly sworn, did depose and say they reside in Campbell County, Wyoming; they are the Mayor and Clerk, respectively, of the City of Gillette, Wyoming a City of the First Class and the municipal corporation which executed the foregoing instrument; they know the seal of the said municipal corporation; that the seal affixed to the said instrument is such municipal corporate seal; that it was so affixed by order of the Governing Body of the said municipal corporation; and that they signed their names to the said instrument by like order.

[Signature]
Notary Public

My Commission Expires: 1/20/2013

STATE OF WYOMING)
) SS.
County of Campbell)



On the 11th day of December, 2012, before me personally came Marty Brown and Gerald R. Williams to me known, who, being by me duly sworn, did depose and say they reside in Gillette, Wyoming; they are the president and secretary, respectively, of the Gillette Gun Club, a Wyoming non-profit corporation,

the corporation which executed the foregoing instrument; they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that they signed their names to the said instrument by like order.

Shelley Garrett
Notary Public

My Commission Expires: 1-20-2013