

March 3, 1997

Introduced By:

ROB MCKENNA
KENT PULLEN
JANE HAGUE

SN/lk 596c2

Proposed No.:

97-165

ORDINANCE NO. **12711**

AN ORDINANCE authorizing the county executive to execute lease agreements with the Cascade Rifle and Pistol Club and the Seattle Skeet and Trap Club.

PREAMBLE:

In accordance with the provisions of K.C.C. 4.56.180 and 4.56.190, the county council may adopt an ordinance permitting the county to grant a lease term greater than ten years. It is proposed that King County grant a thirty-year lease to the Cascade Rifle Club as described in Exhibit A and a thirty-year lease to the Seattle Skeet and Trap Club as described in Exhibit B, both in King County, Washington. In accordance with the provisions of K.C.C. 4.56.150, it has been determined that mutual benefits generated from the leases are favorable to and in the best interests of King County.

In accordance with King County Motion 6939, the department of public safety has worked with private sports coalition and community members to analyze options for providing a suitable site and design for a training and recreational shooting facility within King County. This process included evaluation of more than eighteen possible sites within King County and ultimately led to the preparation of an environmental impact statement which analyzed, in reasonable detail, seven core alternatives together with variations.

King County Motion 9919 affirmed the county executive's designation of the Ravensdale site, Section 19, Township 22 North, Range 7 East, King County Washington as the site for construction of the King County shooting sports park. The motion directed that the shooting sports park be limited to the northeast quadrant of the aforementioned property, and that the park include training facilities for King County department of public safety personnel and land that can be leased to the Seattle Skeet and Trap Club and the Cascade Rifle and Pistol Club for shooting facilities.

1
2 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

3 SECTION 1. The county executive is hereby authorized to execute a thirty-year lease
4 agreement with the Cascade Rifle and Pistol Club for the construction and operation of a
5 facility which will be used for instruction, training, exhibition meets, the sport of shooting and
6 related activities. Said lease shall be in a form substantially similar to that attached hereto as
7 Exhibit A.

8 SECTION 2. The annual rent of \$5,061 for the Cascade Rifle and Pistol Club
9 property, exclusive of the Washington State Leasehold Tax, will be waived provided that the
10 Cascade Rifle and Pistol Club provides benefits to the county identified in Exhibit A.

11 SECTION 3. The county executive is hereby authorized to execute a thirty-year lease
12 agreement with the Seattle Skeet and Trap Club for the construction and operation of a facility
13 which will be used for instruction, training, exhibition meets, the sport of shooting and related
14 activities. Said lease shall be in a form substantially similar to that attached hereto as
15 Exhibit B.

16 SECTION 4. A portion of the annual rent of \$5,061 for the Seattle Skeet and Trap
17 Club property, exclusive of the Washington State Leasehold Tax, shall be waived provided
18 that the Seattle Skeet and Trap Club provides benefits to King County identified in Exhibit B.

19 SECTION 5. King County will limit those sports park shooting activities which are
20 the subject of this ordinance to the northeast quadrant of Section 29, Township 22, Range 3

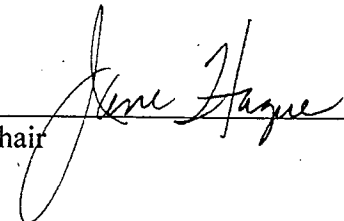
1 East, in King County, Washington. Future use of remaining properties in Section 29,
2 Township 22, Range 7 East, will be determined through a parks master planning process,
3 conducted by the King County department of parks and cultural resources.

4 INTRODUCED AND READ for the first time this 10th day of

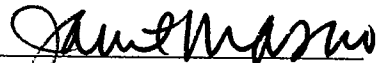
5 March, 1997.

6 PASSED by a vote of 12 to 0 on this 14th day of April, 1997.

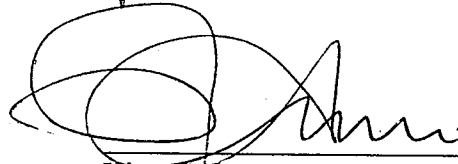
7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 
10 Chair

11 ATTEST:

12 
13 ~~ACTING~~ Clerk of the Council

14 APPROVED this 25 day of April, 1997.

15 
16
17 King County Executive

18 Attachments: Exhibit A - Cascade Rifle and Pistol Club Lease.
19 Exhibit B - Seattle Skeet and Trap Club Lease

4/11/97

LEASE AGREEMENT

This Lease Agreement dated the ____ day of _____, 1996, is entered into by and between KING COUNTY, a municipal corporation and political subdivision of the state of Washington, and the CASCADE RIFLE AND PISTOL PROPERTIES, a corporation organized and operating under the laws of the state of Washington (hereinafter the "CASCADE" or "Lessee").

I. PREMISES.

KING COUNTY hereby leases to CASCADE, upon the following terms and conditions, that portion of KING COUNTY's Ravensdale holding legally described in the attached Exhibits A and B which is designated therein for use by CASCADE. For purposes of this Lease Agreement, the premises described in Exhibits A and B and which is the subject matter of this Lease Agreement shall be referred to as the "Cascade Property".

II. USES.

CASCADE is authorized by this Lease Agreement to use the Cascade Property only for those uses expressly provided for herein and for such incidental uses which are normal or necessary in implementing or otherwise exercising such expressly authorized uses, including construction and use of a related clubhouse facilities in compliance with applicable fire and building codes.

A. Construction of CASCADE Shooting Facilities.

1. New CASCADE Shooting Facilities. Subject to such permits and other approvals as may be required by law, CASCADE is authorized to construct new shooting facilities on the Cascade Property which shall be limited to: a) one ten-lane 600 yard rifle range; b) one practical pistol course; c) one 200 yard multi-use range; d) one straight line archery; e) one walk through archery course; f) one 200 yard combination black powder/silhouette range; and h) one tomahawk and knife trail (hereinafter collectively referred to as "CASCADE shooting facilities").
2. Location of Facilities. CASCADE shooting

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facilities shall be sited on and limited to the Cascade property. No expansion of CASCADE shooting facilities will be allowed outside of the Cascade Property.

3. Noise Mitigation. All CASCADE shooting facilities and related structures will be sited, designed and constructed using the natural topography to minimize noise impacts to the surrounding residential areas. All economically practical and appropriate noise reduction materials and methods will be utilized in the design and construction of CASCADE shooting facilities, including but not limited to berming, insulated structures and acoustical baffling.
4. Design Advisory Committee. A Design Advisory Committee shall be established consisting of: (a) 2 volunteer members of the community living within King County Sections 28, 29, 30, 31 or 32 of Township 22 North, Range 7 who shall be appointed by the King County Department of Public Safety from a list of candidates submitted by affected communities; (b) 1 volunteer CASCADE member appointed by the membership of CASCADE; and (c) 1 volunteer member of the Seattle Skeet and Trap Club appointed by the membership of the Seattle Skeet and Trap Club (hereinafter "SEATTLE SKEET").
The Department of Public Safety's appointment of community members to the Design Advisory Committee is intended solely as a service to the community.
Members of the Design Advisory Committee shall not be employees of KING COUNTY. The Design Advisory Committee and its members represent the respective interests of the community and respective clubs and shall in no respect be construed to represent or otherwise act as an agent of KING COUNTY. CASCADE shall seek advise and input from the Design Advisory Committee on the placement and design of ranges and noise mitigation measures associated with range construction.
5. CASCADE Permits. Except as provided in the following Paragraph 6, CASCADE shall obtain the necessary permits and approvals to construct CASCADE shooting facilities, access roads to and internal roads within the Property, utility connections, and related structures or facilities necessary to support their activities.

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6. Department Permits. The King County Department of Public Safety (the "Department") has prepared a draft and final environmental impact statement for construction of shooting facilities contemplated in this Lease Agreement. The Department shall be responsible for performing such further SEPA studies as may be deemed necessary to construct shooting facilities at the Property. The Department shall make application for applicable zoning code use approval(s) to authorize shooting facilities on the Property. The Department or its agents shall additionally pursue necessary building, grading and right of way use permits for construction of KING COUNTY shooting facilities and for construction of those road and utility ways for which KING COUNTY bears responsibility under Paragraph II(A) (8) of the Lease Agreement.

7. CASCADE Construction Costs. Except as otherwise expressly provided in this Lease Agreement, CASCADE shall be responsible for any and all costs of constructing CASCADE shooting facilities and related facilities and for relocating existing facilities to the Property. CASCADE shall additionally be responsible for cost of providing roads and utility connections/service up to and within the Property from those access points which are made available by KING COUNTY pursuant to the following Paragraph 8.

KING COUNTY may, for the term of this Lease Agreement, utilize CASCADE constructed roads and parking facilities in conjunction with its use of KING COUNTY shooting facilities or use of CASCADE facilities in accordance with the terms of this Lease Agreement.

8. KING COUNTY Construction. KING COUNTY shall be responsible for the cost of constructing KING COUNTY shooting facilities. KING COUNTY shall be responsible for constructing an access road to the Property from 292nd Avenue SE. The access road shall be located as close to the intersection of Kent Kangley Road as the KING COUNTY Road Engineer or his/her designee will allow. KING COUNTY shall additionally be responsible for the provision of electric utility lines and of water access by well to the Property. This provision is intended to require that KING COUNTY provide road access,

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utility lines and water access up to but not on the Property itself.

CASCADE may, for the term of this Lease Agreement, utilize the KING COUNTY constructed road to access CASCADE shooting facilities. CASCADE may hookup to utility lines installed to the Property. CASCADE shall be responsible for the costs of those hookups and for the use of those utilities.

9. CASCADE Construction Schedule. CASCADE shall construct shooting facilities in accordance with the following schedule:
 - a. Within 180 days following the Executive's signing of this lease agreement, CASCADE shall make application and provide associated technical and design-related information to the King County Department of Development and Environmental Services, and to any other governmental entities with review and approval jurisdiction, for the grading and other construction permits required to construct the 600 yard high power rifle range.
10. CASCADE TO CLOSE EXISTING RIFLE RANGE On or prior to November 15, 1999 CASCADE shall cease operation of and close down the existing high power rifle range at all shooting distances. This is to occur regardless of the progress or status of the new replacement high power range referred to in this document.
11. CASCADE To Discontinue Existing Operations. CASCADE shall close its existing facilities within the Southeast quarter of Section 29, Township 22 North, Range 7 East on or before the March 31, 2001 expiration of its 1991 lease agreement.

B. Operation of CASCADE Shooting Facilities.

1. Operations Advisory Committee. An Operations Advisory Committee shall be established consisting of: (a) 3 volunteer members of the community living within King County Sections 28, 29, 30, 31 or 32 of Township 22 North, Range 7 who shall be appointed by the KING COUNTY Department of Public Safety and shall represent the members of community within the referenced sections; (b) 2

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volunteer members appointed by and representing the membership of CASCADE; and (c) 1 member appointed by and representing the King County Department of Public Safety. The Department of Public Safety's appointment of community members to the Committee is intended solely as a service to the community. CASCADE and community members of the Committee shall not be employees of KING COUNTY and shall in no respect be construed to represent or otherwise act as agents of KING COUNTY. The Committee shall meet on a regular basis or as needed to discuss and cooperatively resolve any issues related to the operation of the ranges.

2. Time of Operation. Subject to such authorizations as may be required by law, CASCADE is authorized to operate facilities at the Property 365 days per year. Shooting will only be allowed from 9:00 AM until sunset. Any proposed deviations from this schedule must be approved by the Operations Advisory Committee and by the King County Department of Public Safety. Thirty days advance notice of any proposed schedule deviation shall be mailed to all households within King County Sections 28, 29, 30, 31, and 32 of Township 22, Range 7.
3. Uses Authorized. Subject to such authorizations as may be required by law, CASCADE shall use and maintain the Property for instruction, training, exhibition meets, the sport of shooting, and related outdoor activities. No other use of the Property shall be undertaken by CASCADE without the consent of the Operations Advisory Committee and King County Department of Public Safety.
4. Safety Plan. CASCADE shall develop, regularly maintain and follow a National Rifle Association-approved safety plan for the operation of the facilities. CASCADE shall be responsible for the conduct of its members and for all other persons who use the facilities. No person shall be allowed to possess or consume alcoholic beverages on the Property. CASCADE shall not allow any person who is under the influence of alcoholic beverages to use or discharge any firearm or weapon on the Property.
5. Use of CASCADE Shooting Facilities by KING COUNTY.

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CASCADE agrees to allow King County's Department of Public Safety use of a pistol range and of one 200 yard range for police training purposes. KING COUNTY use of a pistol range and 200 yard range shall each be for 20 hours per week. KING COUNTY agrees to pay CASCADE twelve thousand dollars (\$12,000) per year for such use. Use of CASCADE shooting facilities by KING COUNTY in accordance with this Paragraph shall be jointly scheduled by representatives of CASCADE and King County's Department of Public Safety. KING COUNTY's right to use CASCADE shooting facilities pursuant to this Paragraph shall extend for the duration of this Lease Agreement.

6. Licenses. CASCADE shall be responsible for obtaining any required licenses or authorizations from KING COUNTY, and/or other governmental entities to the extent applicable, for operation of CASCADE shooting facilities.
7. Management Responsibilities. CASCADE shall operate and manage the shooting ranges and facilities, and shall be responsible for making the decisions necessary for such operation and management subject to the provisions of this Lease Agreement.

III. TERM OF LEASE AGREEMENT

- A. Term. The term of this Lease Agreement shall be 30 years, beginning on the 1st day of _____, 1997 and ending on the 31st day of _____, 2027. Such term represents the useful life of those improvements contemplated by this Lease Agreement as estimated by KING COUNTY.

If KING COUNTY is unable to deliver possession of the Property by the date specified for commencement of the term as a result of causes beyond KING COUNTY's reasonable control, KING COUNTY shall not be liable for any damage caused for failing to deliver possession, and this Lease Agreement shall be void or voidable. Lessee shall not be liable for rent until KING COUNTY delivers possession of the Property to Lessee, but the term of this Lease Agreement shall not be extended by

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the delay. If KING COUNTY does not deliver possession of the Property to Lessee within SIXTY (60) days after commencement of the term, Lessee can elect to terminate this Lease Agreement by giving notice to KING COUNTY at any time before the date KING COUNTY delivers possession of the Property to Lessee.

KING COUNTY reserves the right to terminate this Lease Agreement should Lessee not complete improvements outlined in Paragraph II(A)(9)(b) of this Lease Agreement within two years following the effective date of this Lease Agreement.

- B. No later than one year prior to the expiration of this lease agreement, KING COUNTY and CASCADE shall confer and advise each other of whether they intend to negotiate an additional lease term for Cascade Property.

IV. ANNUAL RENT AND CONSIDERATION

- A. Annual Rent. CASCADE shall pay an annual rental sum of \$5,061.00 and the Washington State Leasehold Excise Tax of \$650.00 per year. The rent is adjustable as set forth in those King County General Terms and Conditions incorporated into this Lease Agreement as Exhibit C. All rents and tax shall be made payable to the KING COUNTY FINANCE OFFICE and are to be received in the office of the:

King County Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Said rental is exclusive of any other sale, franchise, business or occupation, or other tax based upon rents.

Should any such taxes apply during the life of this Lease Agreement, the rent shall be increased by such amount. The rental sum will be waived if CASCADE both makes improvements to the Property as contemplated by this Lease Agreement and provides mutual benefits to the community by: 1) operating and maintaining the facility to instruct, train, and exhibit proficiency and safety in shooting acquired through the use of the Property by CASCADE members and the public in general; 2) by opening the facility to the general public for

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Advisory Committee: c/o King County Dept. of Public Safety
516 Third Avenue
Seattle, WA 98104

or to such other respective addresses as any of the foregoing entities may hereafter from time to time designate in writing. Notices sent by first class United States Mail shall be deemed to have been given when properly deposited in the United State mail.

- E. Authority. Parties to this Lease Agreement, through their respective signatories below, are authorized to execute this Lease Agreement and to perform in accordance with the terms and conditions set forth herein.

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IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSEE: Cascade Rifle and Pistol Properties

LESSOR: King County, a Political Subdivision of the State of Washington

By: _____

Executed By: _____
Pearl McElheran, Director
Department of Construction and Facilities Management

Date: _____

Date: _____

King County Department of Public Safety:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert Stier
Senior Deputy Prosecuting Attorney

Date: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1997.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to by the _____ of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1997.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

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LEASE AGREEMENT

This Lease Agreement dated the ___ day of _____, 1996, is entered into by and between KING COUNTY, a municipal corporation and political subdivision of the state of Washington, and the SEATTLE SKEET AND TRAP CLUB, a not-for-profit corporation organized and operating under the laws of the state of Washington (hereinafter the "SEATTLE SKEET" or "Lessee").

I. PREMISES.

KING COUNTY hereby leases to SEATTLE SKEET, upon the following terms and conditions, that portion of KING COUNTY's Ravensdale holding legally described in the attached Exhibits A and B which is expressly designated therein for use by SEATTLE SKEET. For purposes of this Lease Agreement, the premises which are described in Exhibits A and B for use by SEATTLE SKEET and which are the subject matter of this Lease Agreement shall be referred to as the "Seattle Skeet Property".

II. USES.

SEATTLE SKEET is authorized by this Lease Agreement to use the Seattle Skeet Property only for those uses expressly provided for herein and for such incidental uses which are normal or necessary in implementing or otherwise exercising such expressly authorized uses, including construction of a related clubhouse facility in compliance with applicable fire and building codes.

A. Construction of SEATTLE SKEET Shooting Facilities.

1. New SEATTLE SKEET Shooting Facilities. Subject to such permits and other approvals as may be required by law, SEATTLE SKEET is authorized to construct new shooting facilities on the Seattle Skeet Property which shall be limited to five permanent shotgun fields and two additional temporary fields as needed for special events which will occur no more than ten days per year (hereinafter collectively referred to as "SEATTLE SKEET shooting facilities"). SEATTLE SKEET Shooting facilities shall include a club house, parking lot, and storage and utility buildings.
2. Location of Facilities. SEATTLE SKEET shooting facilities shall be sited on and limited to the Seattle Skeet property. No expansion of SEATTLE SKEET shooting facilities will be allowed outside of the Seattle Skeet Property.

3. Design Advisory Committee. A Design Advisory Committee shall be established consisting of: (a) 2 volunteer members of the community living within King County Sections 28, 29, 30, 31 or 32 of Township 22, Range 7 who shall be appointed by the King County Department of Public Safety from a list of candidates submitted by the affected communities; (b) 1 volunteer Cascade Rifle and Pistol Club member appointed by the membership of CASCADE; and (c) 1 volunteer member of SEATTLE SKEET appointed by the membership of SEATTLE SKEET. The Department of Public Safety's appointment of community members to the Design Advisory Committee is intended solely as a service to the community. Members of the Design Advisory Committee shall not be employees of KING COUNTY. The Design Advisory Committee and its members represent the respective interests of the community and respective clubs and shall in no respect be construed to represent or otherwise act as an agent of KING COUNTY. SEATTLE SKEET shall seek advise and input from the Design Advisory Committee on the placement and design of ranges and noise mitigation measures associated with range construction.
4. SEATTLE SKEET Permits. Except as provided in the following Paragraph 5, SEATTLE SKEET shall obtain the necessary permits and approvals to construct SEATTLE SKEET shooting facilities, access roads to and internal roads within the Seattle Skeet Property, utility connections, and related structures or facilities necessary to support their activities. SEATTLE SKEET shall make application for such permits within 90 days following the issuance of zoning code use approval to the King County Department of Public Safety or the commencement date of this Lease Agreement, whichever occurs last.
5. Department Permits. The King County Department of Public Safety (the "Department") has prepared a draft and final environmental impact statement for construction of shooting facilities contemplated in this Lease Agreement. The Department shall be responsible for performing such further SEPA studies as may be deemed necessary to construct

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shooting facilities on the Seattle Skeet Property.

The Department shall make application for applicable zoning code use approval(s) to authorize shooting facilities on the Seattle Skeet Property. The Department or its agents shall additionally pursue necessary building, grading and right of way use permits for construction of KING COUNTY shooting facilities and for construction of those road and utility ways for which KING COUNTY bears responsibility under Paragraph II(A) (7) of the Lease Agreement.

6. SEATTLE SKEET Construction Costs. Except as otherwise expressly provided in this Lease Agreement, SEATTLE SKEET shall be responsible for any and all costs of constructing SEATTLE SKEET shooting facilities and related facilities. SEATTLE SKEET shall additionally be responsible for cost of providing roads and utility connections/service up to and within the Seattle Skeet Property from those access points which are made available by KING COUNTY pursuant to the following Paragraph 7.

KING COUNTY may, for the term of this Lease Agreement, utilize SEATTLE SKEET constructed roads and parking facilities in conjunction with its use of KING COUNTY shooting facilities or Cascade Rifle and Pistol Club facilities designated in attached Exhibits A and B.

7. KING COUNTY Construction. KING COUNTY shall be responsible for the cost of constructing KING COUNTY shooting facilities. KING COUNTY shall be responsible for constructing an access road to the Seattle Skeet Property from 292nd Avenue SE. The access road shall be located as close to the intersection of Kent Kangley Road as the KING COUNTY Road Engineer or his/her designee will allow. KING COUNTY shall additionally be responsible for the provision of electric utility lines and of water access by well to the Seattle Skeet Property. This provision is intended to require that KING COUNTY provide road access, utility lines and water access up to but not on the Seattle Skeet Property itself.

SEATTLE SKEET may, for the term of this Lease Agreement, utilize the KING COUNTY constructed

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road to access SEATTLE SKEET shooting facilities. SEATTLE SKEET may hookup to utility lines installed to the Seattle Skeet Property. SEATTLE SKEET shall be responsible for the costs of those hookups and for the use of those utilities.

8. No Further Development of Bordering Area. King County agrees that, for the term of this agreement, all land in the northeast half section referred to in Exhibit A, except for those areas to be developed in accordance with Exhibit B, will remain undeveloped and will serve as a buffer area to all of the facilities.

B. Operation of SEATTLE SKEET Shooting Facilities.

1. Operations Advisory Committee. An Operations Advisory Committee shall be established consisting of: (a) 3 volunteer members of the community living within King County Sections 28, 29, 30, 31 or 32 of Township 22, Range 7 who shall be appointed by the KING COUNTY Department of Public Safety and shall represent the members of community within the referenced sections; (b) 1 volunteer member appointed by and representing the membership of Cascade Rifle and Pistol Club; (c) 1 volunteer member appointed by and representing the membership of SEATTLE SKEET; and (D) 1 member appointed by and representing the King County Department of Public Safety. The Department of Public Safety's appointment of community members to the Committee is intended solely as a service to the community. Cascade Rifle and Pistol Club, SEATTLE SKEET and community members of the Committee shall not be employees of KING COUNTY and shall in no respect be construed to represent or otherwise act as agents of KING COUNTY. The Committee shall meet on a regular basis or as needed to discuss and cooperatively work to resolve any issues related to the operation of the ranges.
2. Time of Operation. Subject to such authorizations as may be required by law, SEATTLE SKEET is authorized to operate facilities at the Seattle Skeet Property 365 days per year. Shooting will only be allowed from 9:00 AM until sunset. Any proposed deviations from this schedule must be approved by the Operations Advisory Committee and

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by the King County Department of Public Safety. Thirty days advance notice of any proposed schedule deviation shall be mailed by King County to all households within King County Sections 28, 29, 30, 31, and 32 of Township 22, Range 7.

3. Uses Authorized. Subject to such authorizations as may be required by law, SEATTLE SKEET shall use and maintain the Seattle Skeet Property for instruction, training, exhibition meets, the sport of shooting, and related outdoor activities. Seattle Skeet agrees to make Seattle Skeet property available to King County for public safety purposes four mutually agreed upon days per year. No other use of the SEATTLE SKEET Property shall be undertaken by SEATTLE SKEET without the consent of the Operations Advisory Committee and King County Department of Public Safety.
4. Safety Plan. SEATTLE SKEET shall develop, regularly maintain and follow a National Rifle Association-approved safety plan for the operation of the facilities. SEATTLE SKEET shall be responsible for the conduct of its members and for all other persons who use the facilities. No person shall be allowed to possess or consume alcoholic beverages on the Property. SEATTLE SKEET shall not allow any person who is under the influence of alcoholic beverages to use or discharge any firearm or weapon or to remain on the Property.
5. Licenses. SEATTLE SKEET shall be responsible for obtaining any required licenses or authorizations from KING COUNTY, and/or other governmental entities to the extent applicable, for operation of SEATTLE SKEET shooting facilities.
6. Management Responsibilities. SEATTLE SKEET shall operate and manage the shooting ranges and facilities, and shall be responsible for making the decisions necessary for such operation and management subject to the provisions of this Lease Agreement.

III. TERM OF LEASE AGREEMENT

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- A. Term. The term of this Lease Agreement shall be 30 years, beginning on the 1st day of _____, 1996 and ending on the 31st day of _____, 2026. Such term represents the useful life of those improvements contemplated by this Lease Agreement as estimated by KING COUNTY.

If KING COUNTY is unable to deliver possession of the Property by the date specified for commencement of the term as a result of causes beyond KING COUNTY's reasonable control, KING COUNTY shall not be liable for any damage caused for failing to deliver possession, and this Lease Agreement shall be void or voidable. Lessee shall not be liable for rent until KING COUNTY delivers possession of the Property to Lessee, but the term of this Lease Agreement shall not be extended by the delay. If KING COUNTY does not deliver possession of the Property to Lessee within SIXTY (60) days after commencement of the term, Lessee can elect to terminate this Lease Agreement by giving notice to KING COUNTY at any time before the date KING COUNTY delivers possession of the Property to Lessee.

King County reserves the right to terminate this Lease Agreement should Lessee not complete permanent improvements outlined in Paragraph II(A)(1) of this Lease Agreement within two years following the effective date of this Lease Agreement.

- B. No later than one year prior to the expiration of this lease agreement, KING COUNTY and SEATTLE SKEET shall confer and advise each other of whether they intend to negotiate an additional lease term for Seattle Skeet Property.

IV. ANNUAL RENT AND CONSIDERATION

- A. Annual Rent. SEATTLE SKEET shall pay an annual rental sum of \$5,061.00 and the Washington State Leasehold Excise Tax of \$650.00 per year, both of which shall be due in monthly increments of 1/12 of the annual amount. King County agrees that the annual rental sum will be offset by \$1,461 based upon benefits provided to King County by SEATTLE SKEET as set forth herein. The rent and any associated offset is adjustable as set forth in those King County General Terms and Conditions incorporated into this Lease Agreement as Exhibit C.

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All rents and tax shall be made payable to the KING COUNTY FINANCE OFFICE and are to be received in the office of the:

King County Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Said rental is exclusive of any other sale, franchise, business or occupation, or other tax based upon rents.

Should any such taxes apply during the life of this Lease Agreement, the rent shall be increased by such amount. The rental sum, not including associated Washington State Leasehold Excise Tax, will be offset as set forth above if SEATTLE SKEET both makes improvements to the Property as contemplated by this Lease Agreement and provides mutual benefits to King County and to the community by: 1) operating and maintaining the facility to instruct, train, and exhibit proficiency and safety in shooting acquired through the use of the Property by SEATTLE SKEET members and the public in general; 2) opening the facility to the general public for scheduled events for a minimum of 180 days per 12 month lease term; 3) charging fees to the nonmember public for use of the facility at an amount which does not exceed fees charged to SEATTLE SKEET members for the same event by more than twenty five percent; and 4) making Seattle Skeet property available to King County for public safety purposes four mutually agreed upon days per year.

- B. Commencement of Availability of Facilities to Public. SEATTLE SKEET's obligation to make facilities available to the public in accordance with paragraph IV(A) shall commence no later than 120 days after the issuance of construction permits to SEATTLE SKEET pursuant to paragraph II(A) (4) above.
- C. Commencement of the Payment of Rent. SEATTLE SKEET's obligation to pay rent pursuant to paragraph IV(A) shall commence 120 days after the issuance of construction permits to SEATTLE SKEET pursuant to paragraph II(A) (5) above.

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their respective signatories below, are authorized to execute this Lease Agreement and to perform in accordance with the terms and conditions set forth herein.

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IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSOR: King County, a Political Subdivision of the State of Washington

Executed By: _____
Pearl McElheran, Director
Department of Construction and
Facilities Management

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that s/he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1997.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

Date: _____

10/31/96

12711

LESSEE: Seattle Skeet and Trap Club

By: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to by the _____ of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 1997.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

By: _____
Attorney for Lessee

Date: _____

10/31/96