

## **LONGVIEW FIRING RANGE LEASE**

This Lease Agreement (this "Lease") is dated as of \_\_\_\_\_, 2018, by and between Longview Tactical Inc ("Lessor"), and City of Longview, Washington ("Lessee"). The parties agree as follows:

### **ARTICLE 1. DEFINITIONS. DEFINITIONS.**

The following definitions shall apply to this document:

- (1) Agreement: this document, entitled Longview Firing Range Lease, and any exhibits incorporated herein.
- (2) Alterations: include the addition or removal of any buildings, sheds, structures, or the installation of any utilities, pipes, wiring, cables, and conduit on the Premises.
- (3) Bodily Injury: any damage to a person's physical condition including pain or illness, including but not limited to, an injury resulting in death.
- (4) Effective Date: the date this Agreement will take effect.
- (5) Emergency: any human caused or natural event or circumstances causing or threatening loss of life, injury to person or Premises, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance or riot.
- (6) Environmental Law: any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.
- (7) Hazardous Substance: any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, lead, petroleum oil and its fractions.
- (8) Lessee: City of Longview, Washington.
- (9) Lessor: Longview Tactical Inc
- (10) LPD: Longview Police Department

(11) Premises: The Premises, being a portion of the Lessor's Property at 645 California Way, in the City of Longview, Washington, and described in Exhibit A, visually depicted on Exhibit A.1, attached hereto and incorporated herein by this reference, and any alterations or improvements constructed by Lessee.

(12) Property: That real property and improvements located at 645 California Way, Longview, Washington, a portion of which contains the leased Premises, also referred to in this lease as the Range.

(13) Regional Law Enforcement (RLE): Those law enforcement agencies located in Cowlitz, Lewis, Clark and Wahkiakum Counties.

## **ARTICLE 2. LEASE OF PREMISES AND TERM OF LEASE.**

**Section 2.1. Agreement to Lease.** In consideration of the rent to be paid and covenants to be performed by Lessee under this Agreement, Lessor hereby agrees to lease the 50yd side of the Premises and the adjacent training room to Lessee, being 8400 total square feet of the Indoor Shooting Range Building shown in Exhibit A. Lessee agrees to lease part of the Premises from Lessor on the terms and conditions set forth in this Agreement. The Lessor and Lessee shall have the right to exchange use of the shooting bays when agreed upon.

**Section 2.2. Parking.** In addition to the lease of the 50yd range side of the Premises and the adjacent training room, Lessor agrees to make available to the Lessee, its employees, officers, and contractors, twelve (12) parking spaces adjacent to the Premises for Lessor's exclusive use during those hours Lessee is using the Premises.

**Section 2.3. Original Term.** The term of this lease shall be for a period of twenty-five (25) years, commencing on the Effective Date unless terminated earlier as provided in this Agreement.

**Section 2.4 Effective Date.** This Agreement shall take effect on the first day of the month following Lessee's written acceptance of the Premises as being fit for their intended purpose as a police firing range and upon Lessor demonstrating to Lessee's satisfaction that Lessor has obtained a certificate or occupancy and all other necessary land use and other approvals needed to operate a shooting range on the Premises.

## **ARTICLE 3. RENT AND OTHER CONSIDERATION.**

**Section 3.1. Rent.** All taxes, utility charges (during normal business hours of commercial range business), and other costs that Lessee is required to pay by this Agreement, and any other sums that Lessee is required to pay to Lessor shall be considered rent. Rent does not include additional operating cost of the 50-yard range portion of the Premises. due to Law Enforcement use. Example of operating cost would be if a Range employee needs to help or be onsite outside of business hours for the commercial business, for Law Enforcement.

**Section 3.1.1. Rent Payment.** Lessee shall pay rent in the monthly amount of FOUR THOUSAND FIVE HUNDRED TEN and 00/100 DOLLARS (\$4510.00) per month for the full term of this lease. This lease payment is not subject to any increases or adjustments. Rent shall be payable by the tenth day of each month of the term of this lease.

**Section 3.1.2. Range equipment.** The Lessee will purchase \$261,000 in range equipment and/or services for the 50-yard range portion of the Premises. Lessee shall pay all sales taxes for such equipment. This equipment is anticipated to have the lifespan of the lease and will be maintained or replaced as necessary by the Lessor to ensure a lifespan of 25 years. At the end of the 25-year lease, the Lessee agrees to leave all range equipment purchased at the range. In the event that this Lease is terminated prior to 25 years from the Effective Date, Lessor shall reimburse Lessee for the depreciated value of this range equipment. Equipment is called out in Exhibit B. Depreciation rates are shown in Exhibit C.

**Section 3.2. Community Involvement.** In addition to rent the Lessee agrees to provide/make available one LPD Officer or Lessee's designee for one class per month for community involvement. Community involvement may include but is not limited to firearm safety, firearm shooting skills, and self-defense classes for the surrounding community. All classes will be scheduled by the Lessor in consultation with and by agreement of the Lessee. Fees charged to members of the community for the class shall only be for the use of the room and supplies.

#### **ARTICLE 4. USE OF PREMISES.**

**Section 4.1. Permitted Use.** The Premises shall be used as a firearms training facility that provides indoor facilities that allow the use of rifles, pistols, and shotguns. Lessee shall have priority access to the 50 yard range and training room for LPD training purposes for dates of pre-scheduled training as set forth below. The hours of access for such training shall be 7AM to 3PM, Monday to Friday except federal and state holidays for the purposes of pre-scheduled qualification training. There shall be no limit on the number of days Lessor may preschedule for training, but Lessor shall make a good faith effort to not pre-schedule more training days than it reasonably believes are necessary for its purposes.

Lessee shall provide Lessor with the dates of the pre-scheduled training no later than January 15th of each year for any time scheduled from any Law enforcement Agency, for the entire next year of training. Provided, however, that training dates for the first year of this Lease shall be provided by Lessee to Lessor within thirty (30) days of the Effective Date of this Lease.

Types of pre-scheduled training include mandatory quarterly firearms certification training (group), new firearm certification, detective training and Special Weapons and Tactics Training (S.W.A.T.). Additional training within a calendar year requiring access between the hours of 7AM and 3PM may be scheduled by mutual agreement, subject to availability, at no

additional cost to Lessee. Types of training not normally pre-scheduled include remedial firearms training, new officer orientation, individual officer firearms certification.

For training that has not been pre-scheduled, the LPD shall have access to the 50 yard range and training room Monday to Friday, excluding federal and state holidays, between the hours of 7AM to 11:00 AM subject to availability, and on weekends (with no holiday restriction) between the hours of closing and 7:00AM subject to availability. For the purposes of this section uses of the range that may affect availability include scheduled events such as Regional Law Enforcement (RLE) agency training, LPD-sponsored law enforcement training and Lessor sponsored competitions, training and hosted events.

In addition to the scheduling set out above, Lessee may reserve two additional weekdays per month for LPD unscheduled training between the hours of 7AM to 11AM, Monday to Friday except federal and state holidays, and may reserve five days per year between the hours of 7AM and 3PM, Monday to Friday except federal and state holidays for the purposes of rescheduling cancelled LPD or RLE training at no additional cost to Lessee.

Per LPD policy, practice by individual officers shall be per terms and conditions of Lessor's range membership policies.

**4.2.Coordinated Use.** All RLE and LPD training shall be scheduled by an LPD liaison officer in coordination with Lessor. LPD shall have first choice of available pre-scheduled training days as defined in Section 4.1. Lessor may reserve 50 weekdays per year for non-LPD-sponsored training, competitions and events. Lessor and LPD may reserve 10 weekdays per quarter for unscheduled RLE training between the hours of 7AM to 11AM, Monday to Friday except federal and state holidays.

**Section 4.3.Restrictions on Use.** Firearm Restrictions. The following firearms shall not be used on the shooting ranges:

- (a) Rifle calibers greater than .308 Winchester (7.62 NATO), unless cleared by the Lessor's Certified Industrial Hygienist as acoustically -safe to shoot; and
- (b) Shotgun shot less than 00 buckshot in size.
- (c) Brass cased ammo only! No reloads, Steel Core, Tracer, Armor Piercing Ammo, Muzzle-loaders or Black Powder.

**Section 4.4. Hazardous Substances.** Lessee may use or otherwise handle only those Hazardous Substances typically used or handled in the prudent and safe operation of the use specified in Section 4.1. Lessee shall refrain from causing Hazardous Substances, other than lead, to be spilled, leaked, disposed of, or otherwise released on or under the Premises

Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and

storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises.

Lessee shall comply with the terms and conditions of the general safety, lead, noise, hazard communication and hazardous materials management plans implemented by the Lessor:

Plans shall comply with State of Washington Administrative Code (WAC):

- General Industry Safety (WAC 296-800-140).
- Hazard Communication, Globally Harmonized System (GHS) (WAC 296-901)
- Hazardous Waste (WAC 296-843)
- Noise (WAC 296-817)
- Lead (WAC 296-62-07521)
- Respirators (WAC 296-842)

Section 4.5. Law Enforcement Use Fees. Excluding LPD use, fees for use of range by Law Enforcement (LE) including RLE shall be established by Lessor and paid directly to Lessor. Fee shall include all direct and indirect costs plus 10% profit.

**Section 4.6. Compliance with Laws.** Lessee shall, at Lessee's own cost and expense comply with all federal, state, and local statutes, ordinances, regulations, rules and requirements, relating to Lessee's use and occupancy of the Premises. This Lease does not authorize any use of the Premises in violation of applicable land use laws and regulations.

## **ARTICLE 5. MAINTENANCE, REPAIRS AND RESTORATION.**

**Section 5.1. Lessor's Obligations.** Lessor shall perform all repairs, maintenance, replacements, alterations, or improvements on the Premises necessary to keep the Premises in a safe condition and useable as a police firearms training facility, including but not limited to housekeeping, Range Maintenance, Facility/Building Maintenance, Hazardous Materials/Waste Management.

Lessor shall pay all utility bills including but not limited to water, power, sewer, garbage and surface water fees.

Lessor will assume responsibility for any environmental clean-up that is required if the environmental assessment shows that there is contamination that is not the result of Lessee's activities.

**Section 5.2. Lessee's Obligations.** Lessee shall be responsible for:

- (1) Any repairs necessitated by the negligence of Lessee, its agents, employees, and invitees.
- (2) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in Section 4.4.

**Section 5.3. Lessor's Interference with Lessee.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises that is not a result of the Lessee, the Lessor shall not cause unreasonable interference with use of the Premises by Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

## **ARTICLE 6. OWNERSHIP OF ALTERATIONS.**

**Section 6.1. Alterations Authorization.** Lessee shall not make Alterations or improvements on the Premises without first obtaining Lessor's written consent. All Alterations shall be made in a good and workmanlike manner, and in compliance with all laws and building codes.

**Section 6.2. Recreation and Conservation Office (RCO) Firearms and Archery Range Recreation (FARR) Grants.** Lessor will assist Lessee in pursuit of FARR grants, including project planning, design, engineering, permitting, construction, and ongoing maintenance and stewardship activities. Lessor will ensure that improvements to the range are accessible to the public in accordance with FARR grant requirements.

**Section 6.3. Ownership and Removal of Alterations.** Title to all Alterations or improvements, existing or hereafter constructed on the Premises by Lessee shall, at the conclusion of the twenty-five (25) year term of this Lease, be and remain the property of Lessee and may be removed by Lessee at expiration of this Agreement. In the event that Lessee fails to remove any Alteration located on the Premises at the expiration of this Agreement, then such Alteration shall be and become the property of Lessor.

## **ARTICLE 7. INSURANCE; INDEMNIFICATION; LIENS**

**Section 7.1. Liability Insurance.** Lessee, at its sole cost and expense, commencing on the Effective Date, and continuing during the lease term, shall procure, pay for and keep in full force and effect comprehensive commercial general liability policy (occurrence version) in a responsible company with coverage for Bodily Injury and Premises damage liability, personal and advertising injury liability, blanket contractual liability, contractual liability for obligations assumed under this Agreement, and medical payments with a general aggregate limit of not less than \$2,000,000 per occurrence for combined single limit bodily injury and Premises damage claims, or \$500,000 per occurrence for bodily injury and \$250,000 per occurrence for Premises damage. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on the Premises or any condition of the Premises. Such insurance shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to Lessor before any change or cancellation of the policy shall be furnished to Lessor before Lessee's occupancy of the Premises.

**Section 7.2. Indemnification.** To the fullest extent permitted by law, Lessee shall

indemnify, defend, and hold Lessor harmless from, and reimburse Lessor for, any cost, claim, loss, Bodily Injury (including injury resulting in death), or liability that is suffered directly or from a third-party claim arising out of, or related to: 1) any activity of Lessee, or any agent, contractor, servant, invitee, licensee or employee of Lessee on the Premises, 2) any condition of the Premises in the possession or under the control of Lessee, 3) an act or omission of Lessee or any agent, contractor, servant, invitee, licensee or employee of Lessee, or 4) any failure by Lessee to perform all of its obligations under environmental laws, including any failure to perform during Lessee's previous occupation of the Premises, or 5) any breach by Lessee under this Agreement. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

This obligation to indemnify shall survive termination of the lease and include reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by Lessor or its attorney from the first notice that any claim or demand is to be made or may be made. In case that an action or proceeding is brought against Lessor because of such claim, Lessee, upon notice from Lessor, agrees to defend such action or proceeding by hiring counsel reasonably satisfactory to Lessor.

### **Section 7.3. Liens.**

(1) Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done, services rendered, or materials furnished to the Premises, and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

(2) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's Premises interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

## **ARTICLE 8. TAXES; UTILITIES.**

**Section 8.1. Payment of Taxes.** Lessor shall pay all real property taxes and special assessments levied upon the Property during the term of the Agreement.

Lessor shall not cause any liens or encumbrances to be imposed upon the leased Premises and if any lien or encumbrance are imposed upon such Premises, Lessor shall proceed to remove the lien or encumbrance immediately.

**Section 8.2. Utilities.** It is agreed that Lessor shall furnish and provide all heat, electricity, water, garbage and all other utilities and services for the leased Premises during normal

business hours, and it is covenanted and agreed that Lessor will pay promptly and before the same shall be delinquent such utility and service bills, and that Lessor will not permit any liens to attach to said Premises because of Lessor's failure to pay said obligations. The Lessee shall pay for utility cost outside of normal business hours. This will be based on approved power monitoring equipment installed on 50 yard range utilities only.

#### **ARTICLE 9. REPRESENTATIONS.**

**Section 9.1. Lessor's Warranty.** Lessor warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Lessor warrants that Lessee, upon performance of all of Lessee's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the term of this lease without disturbance by Lessor, or any person or entity acting on behalf of or at Lessor's direction, or by any person having title paramount to Lessor's title. Lessor will defend Lessee's right to use of the Premises from the lawful claims of all persons during the lease term.

**Section 9.2. Lessee's Warranty.** Lessee warrants that it has the power to enter into this Agreement and that Lessee will abide by all of the terms and conditions of this Agreement.

#### **ARTICLE 10. ASSIGNMENT AND SUBLEASING.**

The Lessor may rent out the leased spaced detailed in this agreement, to other local RLE agencies outside of Lessee's reserved time on the Range.

#### **ARTICLE 11. DEFAULT.**

**Section 11.1. Default in Other Covenants.** If Lessee fails to comply with any term or condition or fulfill any obligation of this Agreement within 20 days after written notice from Lessor specifying the nature of the default with reasonable particularity, the Lessee shall be held to have breached the terms of this Agreement. If the default is of such a nature that it cannot be completely remedied within the 20-day period, then Lessee will not be found in default if Lessee begins correction of the default within the 20-day period, and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

#### **ARTICLE 12. REMEDIES ON DEFAULT.**

**Section 12.1. Lessor Business Fails.** For any reason if the Lessor fails to keep the business open or declares bankruptcy, the Lessee shall have first right of refusal in sale of the Property, the Premises and/or of the range equipment. Range equipment called out in Section 3.1.2 will rightfully remain the property of the Lessee if the range fails during the initial 25-year lease.

**Section 12.2. Termination.** In the event of a default, the Agreement may be terminated at the option of Lessor or Lessee by written notice to the other party. Whether or not the Agreement is terminated by the election of Lessor or otherwise, the non-defaulting party shall be entitled

to recover damages from the defaulting party for the default, and in the event of a default by Lessee, Lessor may reenter, take possession of the Premises. Lessor may remove any persons from the Premises by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepted a surrender.

**Section 12.3. Damages.** In the event of termination or retaking of possession following default due to Lessee, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rent from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured for the Premises. Provided, however, that under no condition shall Lessor be entitled to recover more than one (1) years' worth of lost rent.

(2) The reasonable costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred, or any other expense occasioned by Lessee's default including but not limited to, costs of environmental studies, assessments, and clean-up associated with the remediation of lead on the Premises, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

**Section 12.4. Condition of Premises at Expiration or Termination of Lease.**

(1) On expiration of the lease term, or earlier termination on account of default, Lessee shall deliver all keys to Lessor. Depreciation and wear from ordinary use for the purpose for which the Premises is leased shall be excepted, but repairs for which Lessee is responsible shall be completed to the latest practical date before such surrender.

(2) On expiration of the lease term, or earlier termination on account of default all alterations, improvements and fixtures placed on the Premises during the lease term, other than Lessee's trade fixtures, shall be removed in accordance with Sections 3.1.2 and 6.3. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at the legal rate from the date of expenditure.

(3) Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures that remain on its Premises. If Lessee fails to do so, this failure shall be an abandonment of the Premises, and Lessor may retain the Premises and all rights of Lessee with respect to it shall cease or, by giving written notice to Lessee within 20 days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may remove and place the Property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

**Section 12.5. Remedies Cumulative.** The rights and remedies of Lessor under this

Agreement upon a breach thereof by Lessee are not exclusive and Lessor shall have all rights and remedies allowed under applicable law in addition to the rights and remedies contained in this Agreement.

#### **ARTICLE 13. MISCELLANEOUS PROVISIONS.**

**Section 13.1. Non-waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not waive or prejudice the party's right to require strict performance of the same provision or any other provision in the future. Lessor's acceptance of Lessee's failure to perform an obligation required annually under this Agreement, such as payment of taxes or hosting of the community events in Article 3, shall not affect Lessor's remedies for failure to perform such other obligations.

**Section 13.2. Attorneys' Fees.** If any litigation is commenced between the parties to this Agreement concerning the Premises, this Agreement, or the rights and duties of either party, each party shall be responsible for the payment of its own attorneys' fees.

**Section 13.2.1 Mediation.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding.

**Section 13.2.2 Lease Extension.** Both parties may agree to extend the lease at any point before the end of the Lease.

**Section 13.3. Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to a party of this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party, any managing employee of the party, or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed to the appropriate party as follows:

**LESSOR:**

Longview Tactical Inc  
645 California Way  
Longview, WA 98632

**LESSEE:**

City of Longview, Washington  
1525 Broadway  
P.O. Box 128  
Longview, WA 98632-7080

**Section 13.4. Governing Law.** This Agreement, and all matters relating to this

Agreement shall be governed by the laws of the State of Washington in force at the time any need for interpretation of this Agreement or any decision or holding concerning this Agreement arises.

**Section 13.5. Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**Section 13.6. Entry for Inspection.** Lessor shall have the right to enter on the Premises at any time to determine Lessee's compliance with this Agreement or to make necessary repairs to the Premises. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has received written notice from Lessee of the repairs that are required. In addition, Lessor shall have the right, at any time during the last twelve months of the term of this Agreement, to place and maintain on the Premises notices for leasing or selling of the Premises.

**Section 13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

**Section 13.8. Entire Agreement.** This Agreement and its attachments constitute the sole and only agreement between Lessor and Lessee respecting the leasing of the Premises to Lessee. Any agreements or representations respecting the Premises, their leasing to Lessee by Lessor, or any other matter discussed in this Agreement not expressly set forth or incorporated into this Agreement are null and void.

**Section 13.9. Holdover by Lessee.** If the Lessee does not vacate the Premises at the time required, the Lessor shall have the option to treat the Lessee as a Lessee from month to month, subject to all provisions of this lease except the provision for term.

**Section 13.10. No Partnership or Joint Venture.** Nothing in this Agreement shall be construed to render the Lessor in any way or for any purpose a partner, joint venture, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Agreement be construed to authorize either party to act as agent for the other.

**Section 13.11. Not Construed Against Drafter.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

This Lease is executed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LESSEE**

**LESSOR**

\_\_\_\_\_  
Kurt Sacha  
City Manager

City of Longview

\_\_\_\_\_  
Longview Tactical Inc

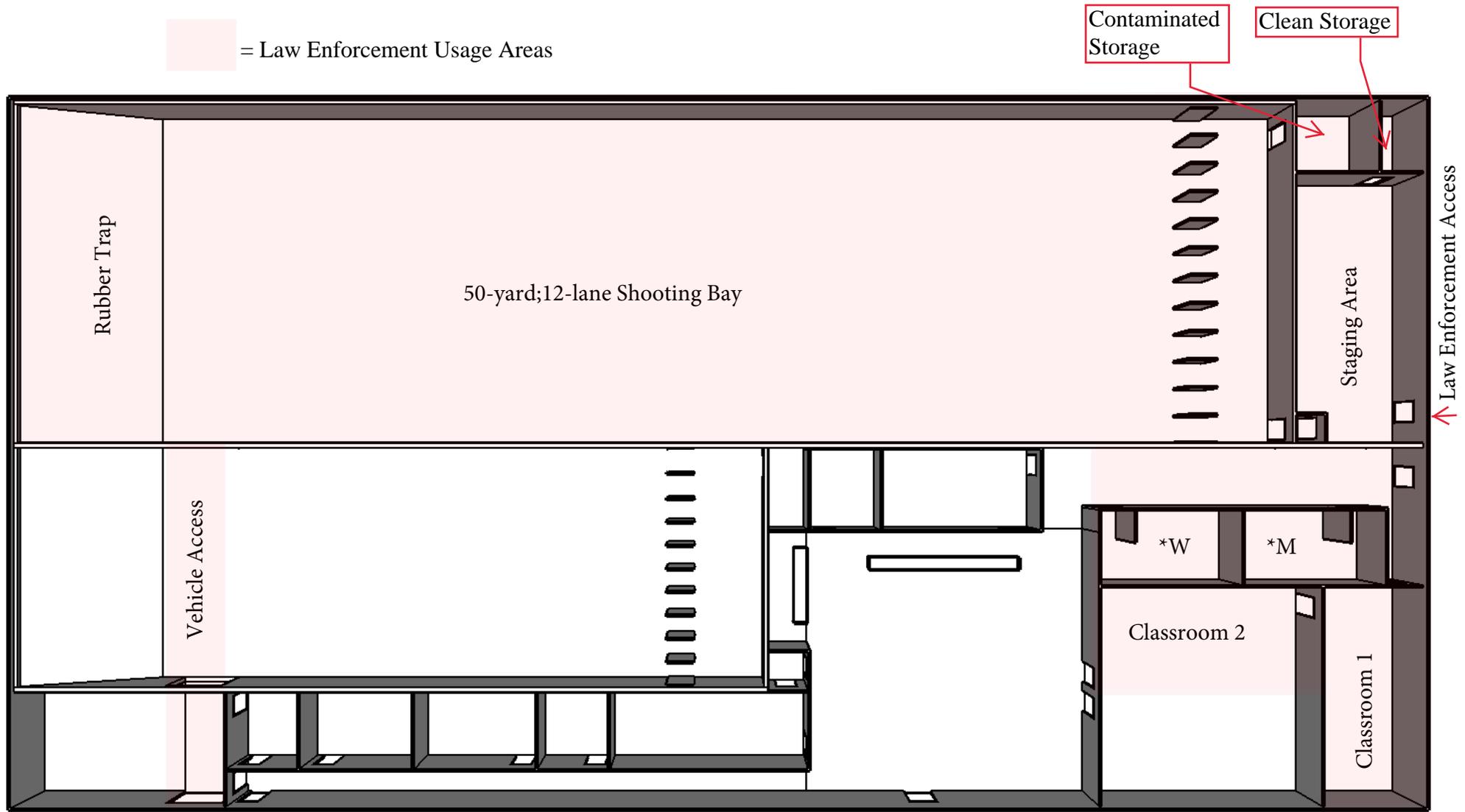
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
James McNamara  
Longview City Attorney

# Exhibit A

 = Law Enforcement Usage Areas



Floor Space:	<b>9,625 ft<sup>2</sup></b>
1. 50-yard bay:	7,856 ft <sup>2</sup>
2. Staging Area:	~670 ft <sup>2</sup>
3. Contaminated Storage:	~117 ft <sup>2</sup>
4. Clean Storage:	60 ft <sup>2</sup>
5. Classroom 1:	436 ft <sup>2</sup>
6. Classroom 2:	~486 ft <sup>2</sup>

\*Men's and Women's Restrooms have public access during normal business hours

# Longview Shooting Range

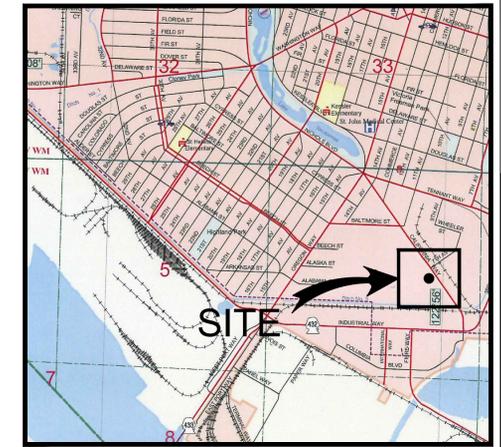
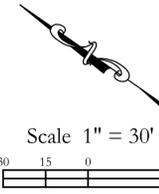
Located in the SE ¼ of Section 4 T7N, R2W, W.M.  
Longview, Washington

**GENERAL NOTES**  
OWNER/DEVELOPER:  
Jakers Properties, LLC  
Contact: Jason Smith  
P.O. Box 809  
Kelso, WA 98626

**ENGINEER:**  
Three Rivers Land Services  
Contact: Tim Wines, PE  
604 N 16th Ave.  
Kelso, WA 98626  
PH: (360) 431-9988  
tim@threeriv.com

**SITE LOCATION:**  
Located on the east of  
California Way south of 7th  
Avenue.  
Latitude: N46°7'9"  
Longitude: W122°53'26"

**SITE ADDRESS:**  
645 California Way  
Longview, WA 98632  
Parcel Number 08449  
SE ¼ of Section 4, T7N, R2W,  
W.M. Longview, WA



VICINITY MAP  
NOT TO SCALE

Linetype Legend	
<i>Existing</i>	
Existing Road Right-of-Way	---
Existing Road Centerline	---
Existing Property Line	---
Existing Pavement Edge	---
Existing Sanitary Sewer	SA SA SA SA
Existing Waterline	W W W W
Existing Storm Sewer	ST ST ST ST
Existing Telephone	T T T T
Existing Overhead Power	OHP OHP OHP OHP
Existing Fence	X X X X
Existing Sidewalk	-----
Existing Paint Striping	-----
Existing Ground Contour	-----100-----
<i>Proposed</i>	
Proposed Property Line	---
Proposed Sanitary Lateral	---
Proposed Water Service	---
Proposed Curb	---
Proposed Edge of Pavement	---
Proposed Contour	-----
Proposed Index Contour	-----100-----
Proposed Hatching Legend	
Proposed Asphalt Section	[Hatched Box]
Proposed Concrete	[Dotted Box]
Proposed Landscaping	[Cross-hatched Box]

**PRESENT USE:**  
The site currently has an existing metal building which is being used for storage. The majority of the site is covered with gravel or sand which is being used for trailer storage.

**EXISTING STREETS:**  
The site will access from California Way. The property is bordered on the east by International Paper property and City of Longview Right-of-Way, the remainder of the property is surrounded by mixed use/commercial industrial property.

**EXISTING ZONING:**  
MU-C/I (Mixed Use Commercial/Industrial)

**SANITARY SEWER SERVICE:**  
City of Longview

**WATER SERVICE:**  
City of Longview

**ELECTRICAL SERVICE:**  
Cowlitz PUD

**LOT AREA:**  
Minimum Req'd = 5,000 sq-ft  
Actual = 105,010 sq-ft

**LOT FRONTAGE:**  
Minimum Req'd = 40 ft  
Actual = 100 ft

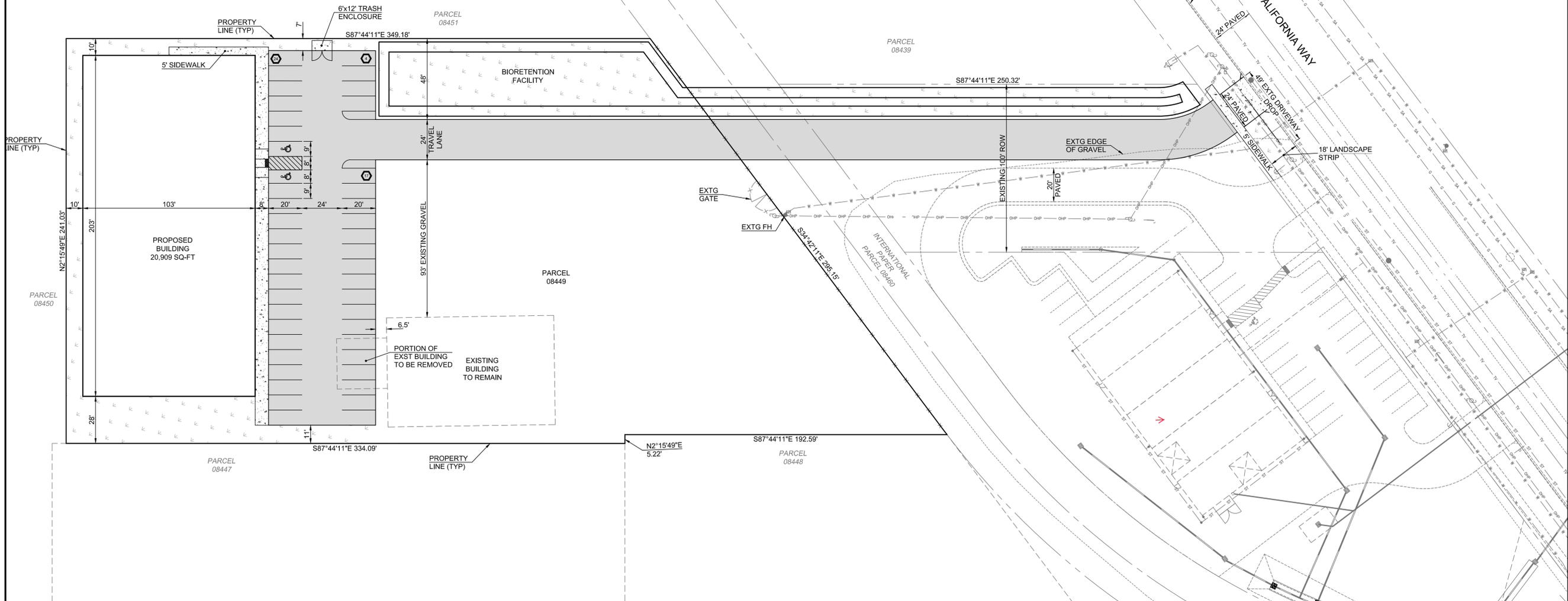
**LOT DEPTH:**  
Minimum Req'd = None

**SETBACKS:**  
Minimum Front = 20 ft  
Minimum Rear = 10'  
Minimum Side = 10 ft  
Minimum Side (Corner) = 15 ft

**BUILDING HEIGHT:**  
Maximum = 60 ft  
Maximum Impervious Cover = 85%

**WELLS OR SEPTICS:**  
None Known

**PARKING:**  
Standard Spaces = 43  
Compact Spaces = 0  
ADA Spaces = 2  
Loading Spaces = 0  
Total Spaces = 45  
Total Req'd = ?



## Longview Shooting Range

Conceptual Layout for:

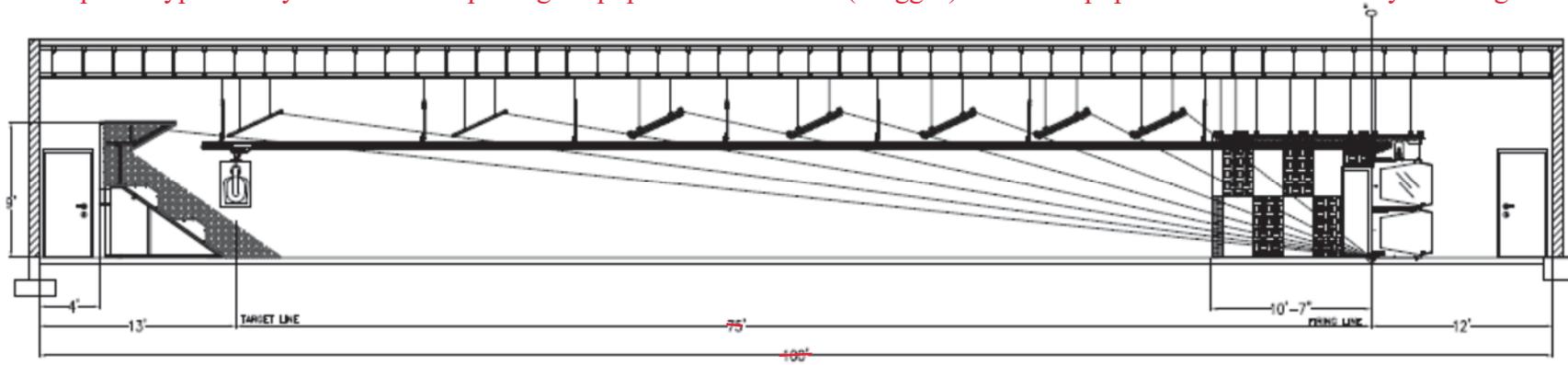
Located in Longview, Washington

Revisions	For Review	TSW
A	2/14/18	
B		

Project No. 1013  
SCALE: H: 1" = 30'  
V: N/A  
DESIGNED BY: TSW  
DRAFTED BY: TSW  
REVIEWED BY: TSW

## Exhibit B: Lessee-purchased Range Equipment

Graphic: Typical 25-yard Rubber-trap Range Equipment Installation (Meggitt): Actual Equipment Provided for 50-yard Range



System	Description	Quantity	Price/Lane
Bullet Trap	FRS 48' x 9' with 3/8" AR500 Angled Armor Plate and H-beam Support Struts	1	\$32,625.00
*Ballistic Protection for Ceiling	13 rows 2' x 48' angled steel baffles; AR500 3/8" Rifle-Rated plate steel with angle iron bracing and connectors with 2" x 24" x 24" rubber panel acoustic treatment and splatter protection	1	
Target Retrievers	Programmable Turning Target Retrievers; Rifle-rated; with Individual Control Units and Installation Hardware	8	
Target Holders	18" Rifle-rated Target Holders with Cross-members and mounting hardware	8	
Shooting Stalls	Complete Lane Stalls with Black Frame; AR500 Steel Panels; 2" Rubber Panel Acoustic Treatment and Bench Sets	8	
		Sub-Total	\$261,000.00
		Tax * 8.1%	\$21,141.00
		Total	\$282,141.00
<p><i>* If 2018 FARR grant application is approved; baffle steel will be reconfigured into a horizontal, tactical configuration within the first 25-yards of the range</i></p>			

## Exhibit B-continued

Results found: 645 California Way Longview 98632 1611

Taxable amount: 261,000.00

## Sales &amp; Use

## Retail Sales/Use Tax

Effective dates	11/01/18 - 11/30/18
<b>Location code</b> (view map)	<b>0804</b>
<b>City</b>	Longview
<b>County</b>	Cowlitz
State Sales and Use Tax	.065
Local City/County Sales and Use Tax	.016
<b>Total tax rate</b>	<b>.081</b>
Taxable amount	\$261,000.00
Tax due	\$21,141.00
<b>Total due</b>	<b>\$282,141.00</b>
Confirmation code	3E984E3B00
 <i>Keep this code to confirm the tax rate given for the displayed effective dates.</i>	

**Exhibit C: Range Equipment Depreciation****Depreciation Calculator****Result**

With straight line method, the depreciation per year is **\$10,440.00**.

Year	Beginning Book Value	Depreciation Percent	Depreciation Amount	Accumulated Depreciation Amount	Ending Book Value
1.	\$261,000.00	4.00%	\$10,440.00	\$10,440.00	\$250,560.00
2.	\$250,560.00	4.00%	\$10,440.00	\$20,880.00	\$240,120.00
3.	\$240,120.00	4.00%	\$10,440.00	\$31,320.00	\$229,680.00
4.	\$229,680.00	4.00%	\$10,440.00	\$41,760.00	\$219,240.00
5.	\$219,240.00	4.00%	\$10,440.00	\$52,200.00	\$208,800.00
6.	\$208,800.00	4.00%	\$10,440.00	\$62,640.00	\$198,360.00
7.	\$198,360.00	4.00%	\$10,440.00	\$73,080.00	\$187,920.00
8.	\$187,920.00	4.00%	\$10,440.00	\$83,520.00	\$177,480.00
9.	\$177,480.00	4.00%	\$10,440.00	\$93,960.00	\$167,040.00
10.	\$167,040.00	4.00%	\$10,440.00	\$104,400.00	\$156,600.00
11.	\$156,600.00	4.00%	\$10,440.00	\$114,840.00	\$146,160.00
12.	\$146,160.00	4.00%	\$10,440.00	\$125,280.00	\$135,720.00
13.	\$135,720.00	4.00%	\$10,440.00	\$135,720.00	\$125,280.00
14.	\$125,280.00	4.00%	\$10,440.00	\$146,160.00	\$114,840.00
15.	\$114,840.00	4.00%	\$10,440.00	\$156,600.00	\$104,400.00
16.	\$104,400.00	4.00%	\$10,440.00	\$167,040.00	\$93,960.00
17.	\$93,960.00	4.00%	\$10,440.00	\$177,480.00	\$83,520.00
18.	\$83,520.00	4.00%	\$10,440.00	\$187,920.00	\$73,080.00
19.	\$73,080.00	4.00%	\$10,440.00	\$198,360.00	\$62,640.00
20.	\$62,640.00	4.00%	\$10,440.00	\$208,800.00	\$52,200.00
21.	\$52,200.00	4.00%	\$10,440.00	\$219,240.00	\$41,760.00
22.	\$41,760.00	4.00%	\$10,440.00	\$229,680.00	\$31,320.00
23.	\$31,320.00	4.00%	\$10,440.00	\$240,120.00	\$20,880.00
24.	\$20,880.00	4.00%	\$10,440.00	\$250,560.00	\$10,440.00
25.	\$10,440.00	4.00%	\$10,440.00	\$261,000.00	\$0.00



Depreciation Method

Asset Cost

Salvage Value

Depreciation Years

Round to Dollars  Yes  No

Partial Year Depreciation  Yes  No

**Calculate**

by Calculator.net