

**THIRD AMENDMENT TO 1994 LEASE AGREEMENT  
BETWEEN THE ASHLAND GUN CLUB AND THE CITY OF ASHLAND**

**THIS AGREEMENT** is made and entered into between the CITY OF ASHLAND, OREGON, by and through the Ashland City Council, hereinafter referred to as **Lessor**, and the ASHLAND GUN CLUB, INC., hereinafter referred to as **Lessee**.

**WHEREAS**, the Lessee has formally leased from Lessor, certain City-owned Property for gun club purposes since 1968; and

**WHEREAS**, the current 1994 Lease Agreement will expire May 30, 2011; and

**WHEREAS**, the Lessor and Lessee desire to continue negotiating a new long-term lease that will further the public interest with the inclusion of a lead abatement/cleanup schedule, together with other conditions and restrictions on the use of the city-owned property that will address the concerns of abutting property owners and the City; and

**WHEREAS**, the lease negotiations regarding the new lease may not be complete by May 30, 2011; and

**WHEREAS**, on February 3, 2009, to facilitate negotiations, the Ashland City Council authorized the execution of an Order extending the termination date of the 1994 Lease Agreement by an additional year; and

**WHEREAS**, on April 6, 2010, the Ashland City Council authorized the execution of an Order extending the termination date of the 1994 Lease Agreement by an additional; and

**WHEREAS**, the Council made a motion to extend the lease by an additional three months on March 15, 2011, to allow for further negotiations;

**NOW THEREFORE, LESSOR AND LESSEE HEREBY AGREE THAT THE 1994 LEASE AGREEMENT IS AMENDED AS FOLLOWS:**

**1. Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference; and

**2. Lease Extension.** The 1994 Lease Agreement termination date as reflected in the body of 1994 Lease Agreement is hereby extended for a period of three months, from May 30, 2011, to August 31, 2011; and

**3. Month to Month Termination.** Notwithstanding any other provision of the 1994 Lease Agreement, the extension granted in paragraph 2 above may be terminated at the option of Lessor by giving 30 days written notice to Lessee if the Lessor determines, at any time, that a long-term lease is not in Lessor's best interest. If this extension is terminated, as provided for herein, Lessor may remove Lessee, and any of Lessee's members or property by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepting a surrender.

**4. Additional Extension Terms.** The Gun Club will work with staff and consultant to select and implement Best Management Practices (BMP), to reduce the risk associated with lead shot.

**5. Savings.** All other provisions of the 1994 Lease Agreement, not inconsistent with the above changes remain in full force and effect.

**LESSEE:**

\_\_\_\_\_  
Ashland Gun Club, Inc.

\_\_\_\_\_  
Date

**ORDER**

Pursuant to ORS 271.360 the City of Ashland hereby approves and authorizes the First Amendment to the 1994 Lease Agreement between the Ashland Gun Club, Inc. and the City of Ashland, as set forth herein.

**LESSOR:**

\_\_\_\_\_  
Mayor, City of Ashland

\_\_\_\_\_  
Date