

ADDENDUM TO CITY OF BETHLEHEM - STEEL CITY GUN CLUB LEASE

WHEREAS, the City of Bethlehem, a municipal corporation located in the County of Northampton, Commonwealth of Pennsylvania, (hereinafter referred to as "Bethlehem") did on the 21st day of October, 1991, execute a Lease (hereinafter referred to as the "Lease") in Bethlehem's capacity as landowner of certain real property described in the Lease; and

WHEREAS, the Steel City Gun Club, a Pennsylvania Corporation maintaining its principal address at Post Office Box 325, Bethlehem, PA 18016, (hereinafter referred to as the Club") did on the 21st day of October, 1991, execute the Lease in its capacity as a tenant; and

WHEREAS, a copy of the Lease is appended as an exhibit to the present Addendum, which Addendum, (hereinafter referred to as the "Addendum") is dated the _____ day of November, 2014; and

WHEREAS, Bethlehem and Club have executed this Addendum in a mutual endeavor to update and where applicable amend the terms of the Lease,

NOW, therefore, Bethlehem and Club, intending to be bound hereby, have, in consideration of the mutual promises contained herein, agreed to the following terms:

1. The terms of the Lease remain intact and controlling, except where the terms of the Addendum have altered the terms of the Lease.
2. The Club acknowledges that the Bethlehem Police Department (hereinafter referred to as the "Police") and the invitees of the Police maintain a priority of use of the leasehold premises, since the Police are required by law to engage in periodic proficiency of weapons use and Police also host and conduct other training events periodically throughout the year. As a result, the Club agrees that the Club's membership shall honor and abide by any communication issued by the City or the Police that mandates when the Police or their invitees will require sole uninterrupted use of the leasehold premises.
3. Communication of the dates and times when the Police will require uninterrupted use of the leasehold premises shall occur by the transmission of an e-mail message, directed to the attention of the Club President. The e-mail address to be utilized by the Police when communicating with the Club President shall be colegjc@aol.com, or any other alternate e-mail address that the Club may designate in the future.

- (a) If the City and/or Police are aware on an annual basis of specific dates during which the Police will require uninterrupted and sole use of the leasehold premises, it is agreed that prior to February 1 of each calendar year the Police shall e-mail to the Club president notice of those specific dates applicable to the calendar year when the leasehold premises will be closed to the Club membership. The Club will then maintain the responsibility to transmit advance notice of such dates on an annual basis to the Club membership.
 - (b) If the Police require sole and uninterrupted use of the leasehold premises and are unaware of specific dates on an annual basis, and in cases where a change needs to be made to a previously submitted schedule, it is agreed that when dates to be dedicated to the sole use of the Police become known to the Police, notice thereof shall be e-mailed to the Club president as quickly as the Police become aware of such dates, so that notice thereof may then be transmitted by the Club to the Club membership in as expeditious a manner as possible. If possible, such notice by the Police of dates and times may occur at least two calendar weeks prior to the scheduled sole and uninterrupted use envisioned by the Police.
- 4. Upon receipt by the Club President of e-mail communications as outlined in paragraph 3 above, the Club President will, within the period of one calendar week, acknowledge receipt of the e-mail communication by sending an e-mail communication in response to the Police at e-mail address policeprofessionalstandards@bethlehem-pa.gov or any other alternate e-mail address that Bethlehem or the Police may designate in the future.
- 5. It shall then be the sole responsibility of the Club to transmit to its Club membership notice of the contents of the communication received from the Police. Transmission by the Club to its membership shall occur in a timely manner prior to the date or dates designated for the uninterrupted use of the leasehold premises by the Police.
- 6. During those times when the leasehold premises are to be utilized solely by the Police and their invitees, the Police shall post a notice at the leasehold access gate reflecting access by Club membership is temporarily precluded. In addition, during times when the leasehold premises are to be utilized by Police and their invitees for multiple days at a time, Police shall secure the front entry gate with a locking device at the end of the day's activities to protect and secure Police equipment and supplies.
- 7. Separate shooting ranges exist for use by the Police and for use by the Club membership. Should the Police not require sole and uninterrupted use of the

leasehold premises i.e. the Police determine that utilization by the Police of the range facilities designated for Police use constitutes the only facilities required by the Police for their training, Club members will be permitted access to the range facilities dedicated for use by the Club membership. Nonetheless, the Club acknowledges that at no time may members of the Club utilize the range facilities designated solely for Police use, despite the fact that the Police may use the range facilities designated primarily for Club membership use.

8. The Police and/or City alone shall determine the permitted hours and days when temporary access by the Club membership to the leasehold premises shall be precluded. Days of closure applicable to the Club membership may include certain recognized holidays and those days designated as the Pennsylvania firearms hunting season. Nonetheless, nothing herein shall preclude the Club membership from utilizing the leasehold premises during the seven days of any and all calendar weeks, as long as the Police are not utilizing the premises as set forth in Paragraph 4 of the Lease and as long as the Police and/or City have not precluded access as provided for in this section.
9. During the term of the Lease, the Club shall at the cost of the Club maintain general liability insurance coverage in the minimum sum of one million dollars, and the City of Bethlehem shall be named as an additional insured. Said insurance coverage shall require thirty (30) days written notice to City before the policy can be altered or cancelled. The Club shall annually remit proof of such coverage to Bethlehem (to the attention of its Solicitor's Office).
10. The term of the present Lease shall commence January 1, 2015, and continue for a period of five (5) years, concluding on December 31, 2020. It is the intention of Bethlehem and the Club that if no material breach of the terms of the Lease and/or Addendum occurs, the Lease and Addendum will thereafter be renewed on a year to year basis upon the same or similar terms as reflected herein.
11. Paragraph 18 of the Lease is hereby amended as follows: Unless otherwise directed herein, whenever it is provided herein that notice, demand, request, or other communication be given, such notice, demand, request, or other communication shall be given in writing and shall be served by mailing such notice to Lessee at:

Steel City Gun Club
P. O. Box 325
Bethlehem, PA 18016
Attn: Secretary

And to Lessor at:

City of Bethlehem
10 East Church Street
Bethlehem, PA 18018
Attn: Director of Parks & Public Property

And

City of Bethlehem
10 East Church Street
Bethlehem, PA 18018
Attn: Chief of Police

IN WITNESS WHEREOF, Bethlehem and the Club, intending to be bound hereby, have this _____ day of November, 2014, affixed the hands and seals of their respective authorized representatives.

ATTEST:

STEEL CITY GUN CLUB

BY: _____

ATTEST:

CITY OF BETHLEHEM

BY: _____

City Controller

Mayor

Date: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 21st day of *October*, 1991, by and between CITY OF BETHLEHEM, a municipal corporation of the Third Class, Commonwealth of Pennsylvania, domiciled by law in the County of Northampton (hereinafter "Lessor") and STEEL CITY GUN CLUB, a Pennsylvania corporation (hereinafter "Lessee").

1. DEMISED PREMISES

Lessor hereby leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the Leased Premises, consisting of approximately 140 acres of woodland located in Lower Saucon Township, Northampton County, Pennsylvania, and as more particularly described as Parcel 1 and Parcel 2 on the plan attached hereto and made a part hereof.

2. TERM

The term of this Lease shall be one (1) year commencing on April 27, 1991, and ending on April 26, 1992, and continuing from year to year thereafter unless and until terminated by either party by giving notice to the other party of its intention to terminate the Lease at least ninety (90) days prior to the end of the then current term.

3. RENT

During the term of the Lease, Lessee covenants and agrees to pay to Lessor as rental the sum of One Dollar (\$1.00) per year, payable in advance.

4. USE

Parcel 1 - Parcel 1 shall be used for the purpose of conducting normal gun club activities, such as target shooting, archery, etc., and for no other purpose. Lessee shall not permit shooting or discharging of firearms on Parcel 1 except during the following periods:

1. Weekdays and Saturdays (except holidays) - 9:30 a.m. to 6:30 p.m. during eastern daylight saving time; and 9:30 a.m. to 4:30 p.m. during the balance of the year.
2. Sundays and Holidays - 12:00 noon to 4:30 p.m. throughout the year.

There shall be no shooting or discharging of firearms of any kind allowed on the Leased Premises on New Year's Day, Easter, and Christmas each year. The Leased Premises shall be available only for the use of Lessee's members, and Lessee shall not conduct any activities which are open to the general public.

Parcel 2 - Parcel 2 shall be used for the purpose of hunting and for no other purpose. No hunting of any kind or nature shall be permitted on Parcel 2 except during the seasons and hours as established by and in accordance with applicable state and/or local laws, ordinances, rules, and regulations. Lessee shall post Parcel 2 and allow hunting only by its members. In addition, persons designated by Lessor shall be allowed to hunt on Parcel 2. Lessor will provide Lessee with a list of such

persons who shall be allowed to hunt on Parcel 2 prior to those persons entering upon the premises.

Lessee shall not permit the firing of fully automatic weapons on any part of the Leased Premises without the written consent of Lessor.

5. INDEMNIFICATION

Lessee shall save and hold harmless Lessor from and against all suits or claims that may be based upon the injury or alleged injury, including death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Lease by Lessee, whether such claims shall be made by an employee of Lessee, or by a third party, whether or not it shall be claimed that the injury or alleged injury was caused through the negligent act or omission of Lessor or its agents or employees; Lessee shall, at Lessee's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Lessor in any such action, or actions, Lessee, at Lessee's own expense, shall satisfy and discharge the same.

6. INSURANCE

The Lessee shall purchase and maintain comprehensive general liability and property damage insurance with a combined single limit of coverage of no less than \$1,000,000. The City of Bethlehem shall be named as an additional insured. Lessee shall furnish a Certificate of Insurance to the Bureau of Law upon the

signing of this lease. The Certificate shall require thirty (30) days written notice to Lessor before the policy can be altered or cancelled.

7. TAXES AND UTILITIES

Lessee shall pay all taxes, levies, assessments, or fees that may become due and payable with respect to the Leased Premises. Lessee shall pay for all utility services provided to the Leased Premises.

8. ASSIGNMENT

Lessee shall not sell, assign, encumber, or sublet its interest or any part thereof under this Lease.

9. MAINTENANCE OF PREMISES

Lessee shall maintain the Leased Premises in good order and in a clean and sanitary condition and in so doing shall not:

- a. Commit or suffer any waste on the Leased Premises.
- b. Keep or suffer to be kept on the Leased Premises any material or object the keeping of which is extrahazardous, will increase the risk of fire, will contravene any law or ordinance, or will constitute a nuisance.
- c. Dispose of any waste, whether hazardous or not, on the Leased Premises.
- d. Permit any activity which would constitute a nuisance or which would cause discredit to the City of Bethlehem.

e. Make any improvements, alterations, additions, or installations, including the trimming or removal of trees, in or to the Leased Premises without the prior written approval of Lessor. Further, Lessee agrees to indemnify and hold Lessor harmless from and against any and all liens or claims for labor and materials which may arise by reason of any construction, alteration, repair, restoration, addition, or installation which may be made by Lessee on the Leased Premises.

10. COMPLIANCE WITH LAWS

Lessee, at its sole expense, shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or federal statute or regulation, or local ordinance or regulation applicable to Lessee and its use of the Leased Premises, and save Lessor harmless from penalties, fines, or damages resulting from failure to do so.

11. SURRENDER OF PREMISES

At the expiration of this Lease, Lessee shall surrender the Leased Premises to Lessor in good order and condition, ordinary wear and tear excepted. Further, Lessee shall promptly remove all of Lessee's property, including buildings and facilities, on or prior to the effective date of expiration of this Lease, and any such property not so removed may be appropriated, removed, or destroyed by Lessor without any

accountability whatsoever to Lessee, and Lessee shall reimburse Lessor for all costs incurred in any such removal or destruction.

12. INSPECTION BY LESSOR

Lessor, its employees, representatives, agents, or licensees, shall have the right to enter the Leased Premises at any time to make inspections as it deems necessary.

13. CASUALTY/CONDEMNATION

If the Leased Premises should be damaged by fire or other casualty or be condemned or otherwise appropriated for public use to an extent which, in Lessor's or Lessee's opinion, renders them unsuitable for Lessee's occupancy, then Lessor or Lessee may immediately terminate this Lease by written notice to the other party effective on the date of said fire or taking. No part of any award shall be payable to Lessee.

14. NO WAIVER

No waiver by Lessor of any breach of the terms, covenants, conditions, or agreements of this Lease to be kept and performed by Lessee shall be deemed a waiver of any subsequent breach of the same or of any other term, covenant, condition, or agreement of this Lease to be kept and performed by Lessee or of any rights or remedies Lessor may have.

15. ATTORNEY'S FEES

Lessee agrees to pay all costs, attorney's fees, and expenses incurred by Lessor in enforcing any of the terms, covenants, conditions, or agreements of this Lease to be kept and performed by Lessee.

16. APPROPRIATION BY LESSOR

Lessor shall have the right at any time, upon ninety (90) days notice to Lessee, to appropriate any part of the Leased Premises for its own use. Upon such appropriation, Lessee may be required to relocate or move its facilities on the Leased Premises. If such relocation is required, it will be done by Lessee in an expeditious fashion and without compensation by Lessor. This Lease shall terminate as to any portion of the Leased Premises so appropriated by Lessor, and all charges, including real estate taxes, payable by Lessee shall abate proportionately.

17. DEFAULT AND REMEDY

Should Lessee during the term of this Lease or any renewal hereof violate or fail to perform or otherwise breach in a material fashion any covenant or provision hereof or abandon the Leased Premises, Lessor may declare this Lease in default and terminate this Lease immediately without any right on the part of Lessee to save the forfeiture by performance of any provision of this Lease. Upon such termination, Lessee hereby authorizes any attorney, prothonotary, or clerk of court to appear for Lessee in an amicable action of ejectment for the Leased Premises in any court having jurisdiction and confess judgment therein, with costs in favor of Lessor and against Lessee, and those claiming under Lessee, and authorize the immediate issuance of a writ of possession, together with a writ of execution for costs, custom or practice to the contrary notwithstanding.

18. NOTICE

Whenever it is provided herein that notice, demand, request, or other communication be given, such notice, demand, request, or other communication shall be given in writing and shall be served by mailing such notice to Lessee at:

Steel City Gun Club
P. O. Box 325
Bethlehem, PA 18016
Attn: Secretary

and to Lessor at:

City of Bethlehem
10 East Church Street
Bethlehem, PA 18018
Attn: Director of Public Works

19. INTEGRATION

This instrument constitutes the entire understanding between the parties with regard to the subject matter hereof and may not be amended or discharged orally. This Lease supercedes and cancels any and all prior written or oral agreements or understandings between the parties, including specifically, Lease Agreement between Lessee and Bethlehem Steel Corporation dated November 20, 1967, Amendment to said Lease dated December 8, 1981, and Assignment of said Lease by Bethlehem Steel Corporation to the City of Bethlehem dated April 24, 1991.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Lessee and Lessor have caused this Lease to be duly executed and delivered the day and year first above written.

ATTEST:

J.B. [Signature]

ATTEST:

Dorothy [Signature]
City Controller
[Signature]
Deputy
JCT 21 199.

STEEL CITY GUN CLUB

BY:

[Signature]

CITY OF BETHLEHEM

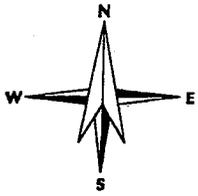
BY:

[Signature]
Mayor

NORTHAMPTON COUNTY, PENNSYLVANIA

Northampton County Tax Map prepared for assessment purposes only. It is not a property map and is not designed to provide engineering data.

Based on the Pennsylvania State Plane Coordinate System 1983 Datum

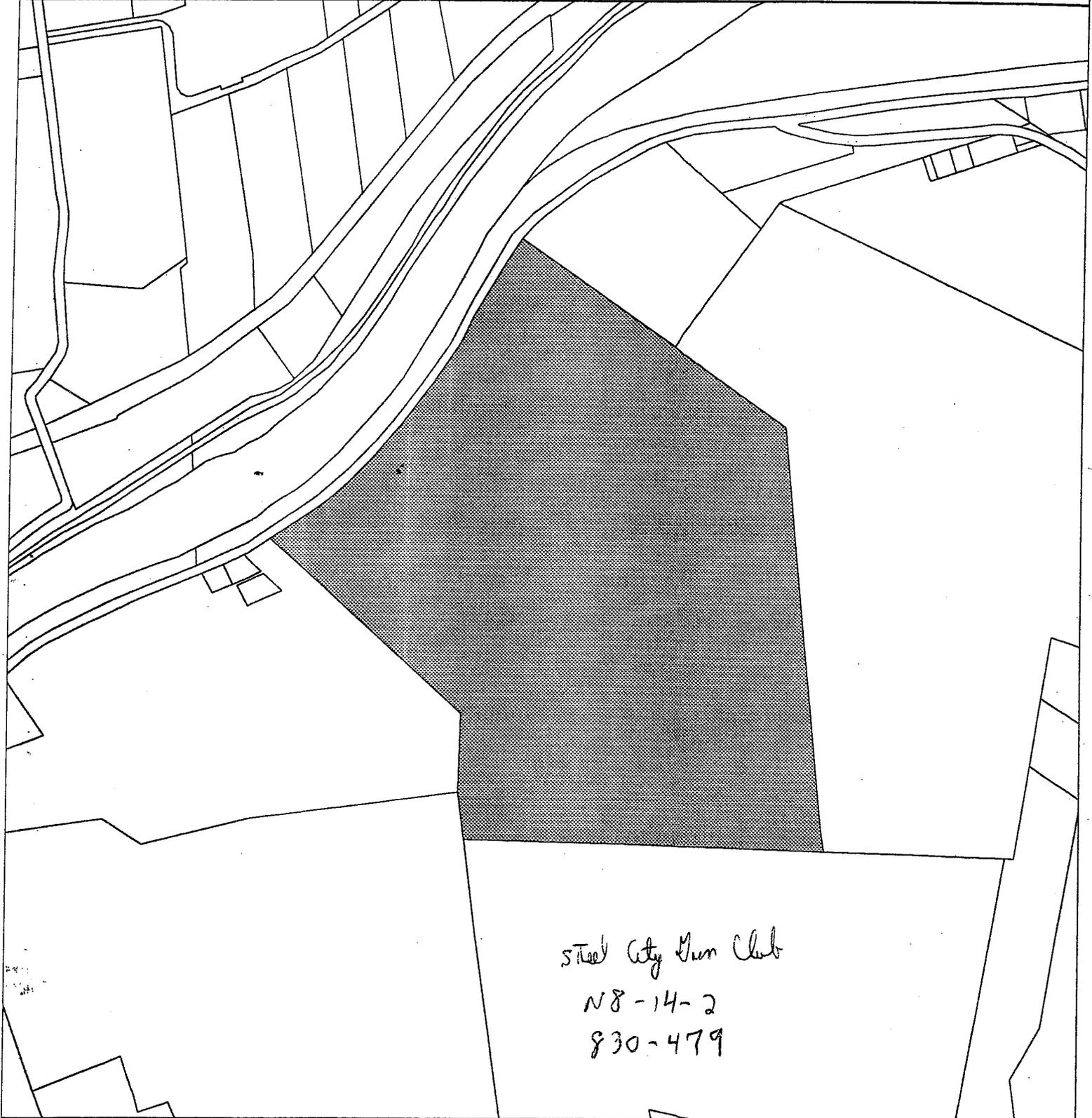


VISUAL CENTER ON TILE: 4864

SCALE: 1" = 690'

DATE: 23 Feb 98 16:06:38 Monday

PREPARED FOR: NB 14 2



Steel City Gun Club
NB-14-2
830-479