

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Sheriff's Office ("County"), and the CITY OF MCMINNVILLE, a municipal corporation of the State of Oregon, acting by and through its Water and Light Commission ("MWL"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, The County and MWL are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government; and

WHEREAS, The County has developed a communications site on land administered by the Bureau of Land Management (BLM) under authorization #OR00172 and located in Section 33 of Township 3S South, Range 5 West, Tax Lot 300, in the County of Yamhill, State of Oregon ("High Heaven"); and

WHEREAS, High Heaven is equipped with one 140' tower and one 200' tower, and MWL wishes to install equipment on the 200' tower (the "Tower") and to have shared access to High Heaven for purposes related to a communications site and to its use of the Tower; and

WHEREAS, MWL obtained a communications site lease from BLM to install equipment on the Tower as provided in Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

TERMS OF AGREEMENT

1. TERM. This Agreement shall become effective on the date the Contract is executed by both parties and shall terminate on June 30, 2034, unless otherwise terminated or extended as provided herein.

2. RENT FOR TOWER.
 - a. Tower rent for the first year of this Agreement is calculated at \$1,133.16 per year and is subject to annual adjustment of 3%. Tower rent is calculated based on the following equipment:
 - i. Two 4' antenna mounted to the High Heaven Tower.
 - b. Upon commencement of this Agreement, and annually thereafter, MWL shall pay rent to the County at the location identified in the Notices section of this Agreement, or as may be changed from time to time upon written notice from the County.

3. PERMITTED USE.

- a. MWL's permitted use of High Heaven will be for the successful and secure use of High Heaven for the transmission and reception of communications signals (collectively, the "Permitted Use"). MWL may use the agreed upon portions of High Heaven for the installation, maintenance, operation, and repair, of communications equipment, including but not limited to routers, antenna, other transmitting or receiving equipment for radio and microwave, and associated accessories and ancillary devices used to support the equipment (otherwise referred to herein as "Wireless Communications Equipment"). The MWL-owned Wireless Communications Equipment authorized to be installed on the Tower pursuant to this Agreement is limited to the Wireless Communication Equipment shown on Exhibit B.
- b. The County owns the Tower, equipment shelter, backup power generator, and all site-security items, such as fencing and video surveillance systems, located on High Heaven. MWL will own its installed shelter, if any, its propane tank, and all other equipment which MWL installs upon the High Heaven premises.
- c. The County also grants to MWL limited access to High Heaven in order to perform or obtain studies, tests, or reports for the purpose of determining whether the installed Wireless Communications Equipment complies with: (1) MWL's submitted design, engineering, operations, and maintenance specifications; and (2) applicable existing or proposed governmental approvals. Such studies, tests, or reports may include, without limitation, surveys, engineering procedures, environmental investigations, or other tests or reports on, and over, High Heaven. Where required, MWL is responsible for applicable or proposed governmental licenses and approvals of its Wireless Communications Equipment at MWL's sole expense.

4. MWL OBLIGATIONS.

- a. MWL shall abide by the terms and conditions set forth in this Agreement.
- b. MWL shall obtain and maintain a lease to use High Heaven from the landowner (BLM) for the life of this Agreement.
- c. MWL shall test its newly installed Wireless Communications Equipment as identified in Exhibit B to ensure there is not interference with the County's and other user's Wireless Communications Equipment located upon High Heaven.
- d. MWL shall maintain its own Wireless Communications Equipment located upon High Heaven.
- e. Upon request, MWL shall provide a copy of the FCC license to the County.
- f. MWL shall be responsible for payment and acquisition of any permits solely required by the State of Oregon, or by any other applicable state, federal or local regulating agency.

5. COUNTY OBLIGATIONS.

- a. The County shall abide by the terms and conditions set forth in this Agreement.
- b. The County shall share the site and allow MWL access to High Heaven for the purposes of installation, repairs, maintenance, and other activities related to the installation, maintenance and ongoing operation of its equipment at the site.
- c. The County shall allow MWL to install equipment upon the Tower as depicted in Exhibit B, or as may be otherwise agreed upon between the Parties.
- d. If the County's lease with BLM should terminate for any reason, the County agrees, upon prior written request by MWL, to make reasonable efforts to seek approval from the landowner (or its successor) for the assignment of the lease, and the transfer of any and all rights and or obligations under the lease for the Premises to MWL so long as the site is needed for public communications purposes. Provided, however, that the County shall have no liability to MWL in the event the County's efforts to have the lease assigned to MWL prove unsuccessful.

6. INTERFERENCE.

- a. Upon request, the County will provide MWL with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for High Heaven, if any, to allow MWL to evaluate the potential for interference. MWL warrants that its use of High Heaven will not interfere with existing radio frequency user(s) on High Heaven so disclosed by the County, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- b. Upon request, MWL will provide the County with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for High Heaven, if any, to allow the County to evaluate the potential for interference. The County warrants that its use of High Heaven will not interfere with planned radio frequency user(s) on High Heaven so disclosed by MWL, as long as the planned radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- c. MWL shall not grant, after the date of this Agreement, a lease, sublease, assignment, license or any other right to any third party for the use of High Heaven, including but not limited to the installation and operations of Wireless Communications Equipment.
- d. MWL shall not use, nor shall MWL permit its employees, tenants, licensees, invitees, or agents to use, any portion of High Heaven in any way which interferes with the operations of the County, or any other legitimate user of High Heaven, or the rights of County under its BLM lease, this Agreement, or any other agreement related to High Heaven. MWL shall cause such interference to

cease within seventy-two (72) hours after receipt of notice of interference from the County. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that the County shall suffer irreparable injury, and therefore, the County may, in addition to any other rights that the County may have at law or in equity for MWL's breach of this Agreement, elect to enjoin such interference or to immediately terminate this Agreement upon notice to MWL.

7. **TERMINATION.** This Agreement may be terminated as follows:
- a. By written consent of both Parties at any time.
 - b. In the event of a default by a Party under Section 15, **DEFAULT AND RIGHT TO CURE**, by the non-defaulting Party after thirty (30) days' prior written notice, if the defaulting Party remains in default after the applicable cure period set forth in the notice.
 - c. Immediately, or at such later date as agreed by either Party upon written notice:
 - i. If the terminating Party is unable to obtain, or maintain, any required Government Approval necessary for the operation of High Heaven as now or hereafter intended by the Party;
 - ii. If the terminating Party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow them to perform in accordance with the provisions of this Agreement;
 - iii. If federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that the Permitted Use hereunder is determined to be prohibited;
 - iv. For interference in accordance with Section 6, **INTERFERENCE**; or
 - v. In the event of circumstances described in the Section 11, **ENVIRONMENTAL**.
 - d. As provided elsewhere in this Agreement.
8. **GOVERNMENTAL APPROVALS.** The Parties agree that MWL's ability to engage in the Permitted Use is contingent on both Party's ability to obtain and maintain all licenses, permits, approvals or other relief required of or deemed necessary or appropriate by regulatory agencies for its use of High Heaven, including, without limitation, zoning variances, zoning ordinances, amendments, special use permits, construction permits, Federal Communications Commission (FCC), and other approvals required by any level of government (collectively, the "Government Approvals"). To the extent that the application or request for Government Approvals must be initiated or executed by either Party, each Party shall cooperate with the other and shall, as necessary and appropriate, support the application for any required Government Approvals, when requested by the other Party in writing, including signing applications and granting written consents as needed.

9. INSURANCE.

- a. Both Parties shall, at their own cost and expense, secure liability protection with respect to its operations arising under this Agreement, and the operations of its officers, employees, and agents, including volunteers, acting within the scope of their employment or duties arising under this Agreement, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.
- b. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.

10. INDEMNIFICATION. Subject to and without waiving the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each Party shall indemnify, defend, and hold harmless the other Party and its respective partners, directors, commissioners, officers, agents, and employees from and against any and all third-party claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the indemnitor, its officers, agents, or employees performing under this Agreement. The provisions of this section shall survive the termination of this Agreement.

11. ENVIRONMENTAL.

- a. In the event either Party becomes aware of any hazardous materials on High Heaven, or any environmental or industrial hygiene condition or matter relating to High Heaven that, in either Party's sole determination, renders the condition of High Heaven unsuitable for its intended use, or if either Party believes that the leasing or continued leasing of High Heaven would expose it to undue risks of government action, intervention or third-party liability, then either party may, in addition to any other rights it may have at law or in equity, terminate this Agreement upon notice to the other Party.
- b. Neither Party will knowingly bring material upon High Heaven, or willfully or intentionally create any environmental or industrial hygiene condition High Heaven, that is in material violation of any applicable law or that renders the condition of High Heaven unsuitable for use by any other occupants.

12. ACCESS. At no additional charge to MWL, and with the approval of the County, as evidenced by its signature below, MWL and its employees, agents, and subcontractors, shall have twenty-four (24) hour per day, seven (7) day per week access to High Heaven for the installation, maintenance, and operation of MWL's Wireless Communication Equipment. The County agrees to provide to MWL such codes, keys, and other instruments necessary for such access at no additional cost to MWL; provided, however, that in the event MWL is responsible for any loss of or damage to

codes, keys, and/or other access related instruments or equipment, MWL shall be solely responsible for all costs and expenses associated with the repair or replacement of codes, keys, and/or other access related instruments or equipment.

13. REMOVAL/RESTORATION. All Wireless Communications Equipment brought onto High Heaven by MWL will remain MWL's personal property and, at MWL's option, may be removed by MWL at any time during the term of this Agreement. The County covenants and agrees that no part of the Wireless Communication Equipment placed on the Premises by MWL will become, or be considered as being, affixed to or a part of High Heaven or the Tower, it being the specific intention of the County that it remain the property of MWL. Within one hundred twenty (120) days of the termination of this Agreement, MWL shall remove all of MWL's Wireless Communications Equipment. If requested by the County, MWL shall, however, leave in place any communications building(s), propane tank(s), and any other above-ground improvements installed in connection with this Agreement. MWL shall, to the extent reasonable, restore the premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty, or other causes beyond MWL's control excepted. Notwithstanding the foregoing, MWL shall not be responsible for the replacement of any trees, shrubs, or other vegetation, nor shall MWL be required to remove from the Premises any underground utilities.

14. MAINTENANCE/UTILITIES.

- a. MWL shall at its sole expense and without contribution from the County, keep and maintain its Wireless Communications Equipment, building, and any other installed items in good condition, reasonable wear and tear and damage from the elements excepted. Except as provided above, the County shall at its sole expense without contribution from MWL, maintain High Heaven, the Tower, and any accessory structures thereon, including access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.
- b. Each Party shall pay their own utility charges for electricity service. Neither Party will be held responsible for utility service problems that are not willfully caused by them.

15. DEFAULT AND RIGHT TO CURE

- a. The following shall be deemed a default by the Parties and a breach of this Agreement:
 - i. Non-payment of rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay; or
 - ii. MWL's failure to perform any other term or condition under this Agreement within forty- five (45) days after receipt of written notice from the County specifying the failure. No such failure, however, will be deemed to exist if

MWL has either (1) commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence; or (2) a good faith basis upon which to contest and defend against the claim of failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of MWL. If MWL remains in default beyond any applicable cure period, Agency may exercise any and all rights and remedies available to it under law and equity, including but not limited to termination of this Agreement.

b. The following will be deemed a default by the County and a breach of this Agreement:

i. The County's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from MWL specifying the failure. No such failure, however, will be deemed to exist if the County has either (1) commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence; or (2) a good faith basis upon which to contest and defend against the claim of failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of the County. If the County remains in default beyond any applicable cure period, MWL may exercise any and all rights available to it under law and equity, including the right to cure the County's default and to deduct the costs of such cure from any monies due to the County from MWL.

16. NOTICES

a. Any notice required or permitted to be sent under this Agreement will be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other Party at the following address, or at a new address, if such new address has been given to the other Party. Address changes and contact information may be submitted using United States Mail, email, or facsimile, if appropriate.

County: Yamhill County Sheriff's Office
ATTN: Yamhill County Radio System
535 NE 5th Street, #143
McMinnville, Oregon 97128
elliotts@yamhillcounty.gov

MWL: McMinnville Water and Light
ATTN: John C. Dietz, General Manager
PO Box 638
McMinnville, OR 97128
Operational Communications:

Thad Woodworth, I.T. Manager
tfw@mc-power.com (Thad Woodworth; I.T.)

- b. Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

17. REPRESENTATIONS AND WARRANTIES.

- a. County Representations and Warranties. The County represents and warrants to MWL that:
 - i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained; and
 - v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms.
- b. MWL Representations and Warranties. MWL represents and warrants to the County that:
 - i. MWL is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. MWL has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by MWL of this Agreement: (a) has been duly authorized by all necessary action of MWL; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any City ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which MWL is party or by which County may be bound or affected;

- iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by MWL of this Agreement, other than those that have already been obtained; and
- v. This Agreement has been duly executed and delivered by MWL and constitutes a legal, valid, and binding obligation of MWL enforceable in accordance with its terms.

18. SEVERABILITY. Each and every provision of this Agreement is distinct and severable, and if any provision is held invalid by a court of competent jurisdiction or other governmental authority, each such provision is to be stricken without affecting the validity of the remaining provisions.

19. CASUALTY. If any part of High Heaven or the Tower is damaged by fire or other casualty so as to render High Heaven unsuitable for use, then either Party, in their reasonable discretion, may terminate this Agreement by providing written notice to the other Party, which termination will be effective as of the date of such damage or destruction. If such notice of termination is given, or if either party undertakes to rebuild High Heaven, the Tower, and/or any accessory structures thereon, the Parties agree to use reasonable efforts to permit the other to place temporary transmission and reception facilities on High Heaven at no additional Rent until such time as they are able to secure a replacement transmission location or the reconstruction of premises is completed.

20. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this Agreement, the County and MWL each waive any claims that each may have against the other with respect to consequential, incidental, or special damages. Further, each Party shall take reasonable precautions to protect the other Party's equipment or personal property located on High Heaven, but neither Party is responsible for damage to, or loss of, any equipment or personal property of the other Party for any reason unless the loss is caused by the negligence or wrongful acts of the non-owning Party.

21. AMENDMENT AND WAIVER. This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the County and an authorized agent of MWL. No provision may be waived except in a writing signed by both Parties.

22. MEDIATION. The Parties shall cooperate to resolve any disagreements under this Agreement. If the Parties are unable to resolve a conflict, they shall present their disagreements to a mutually agreeable mediator for mediation. Each Party shall bear its own costs for mediation and the Parties shall share the cost of the mediator. This

procedure must be followed to its conclusion prior to either Party seeking relief from the court, except in the case of an emergency.

23. RECORDS. Both Parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both Parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both Parties' performance hereunder. Parties acknowledge and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

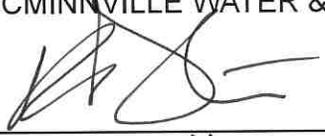
24. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

25. SURVIVAL. All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

MCMINNVILLE WATER & LIGHT



Remy Drabkin, Mayor and ex-officio member of the Water and Light Commission

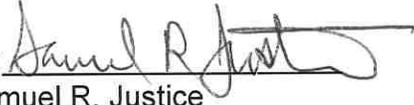


Trena McManus, Clerk of the Commission

7/16/24

Date

APPROVED AS TO FORM

By: 

Samuel R. Justice
General Counsel

YAMHILL COUNTY

DocuSigned by:


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Chair, LINDSAY BERSCHAUER

DocuSigned by:


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Commissioner, MARY STARRETT

DocuSigned by:


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Commissioner, KIT JOHNSTON

7/25/2024

Date

APPROVED AS TO FORM

Signed by:


1B2A1308424542B...
By: Jodi Gollehon
Assistant County Counsel

**Approved by the BOC on:
07/25/2024
via Board Order No.:24-216**

Form 2800-18
(Revised March 2004)

Issuing Office: Tillamook Field Office
Serial Number: OR 018080

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

Amendment 1

The City of McMinnville, a municipal Corporation of the State of Oregon, acting by and through its Water and Light Commission ("McMinnville Water and Light")

_____ of P.O. Box 683
(Lessee Name) (Billing Address - 1)

855 NE Marsh Lane McMinnville OR 97128
(Billing Address -2) (City) (ST) (Zip Code)

THIS LEASE, dated this 18th day of December, 2023, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and McMinnville Water and Light, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

Of Yamhill, State of Oregon: T.03S., R. 05 W., Will. Mer., Section 33; within NW¼SE¼
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a two way radio repeater communications facility.
(Type of Communication Use)

The location of the property is shown generally on the site plan dated April 18, 1985 for the Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B. (USER NOTE: Alternately, list all approved facilities here including buildings, roads, fences, towers, generators, tanks, etc.)

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. **TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease will terminate at one minute after midnight on December 31, 2029. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit N/A construction will commence on N/A (Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq. regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

EXHIBIT A
BO 24-216

Exhibit A
Page 2 of 6

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

EXHIBIT A
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F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

E. **Members of Congress.** No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

F. **Reservations.** This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

EXHIBIT A
BO 24-216

Exhibit A
Page 5 of 6

ACCEPTED this 18th day of December, 2023, the undersigned have read, understand and accept the terms and conditions of this lease.

Janet Latta

~~Lessee~~

Tillamook Field Manager
Lessor

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

[Signature]

(Signature of Authorized Officer)

Lessee

MAYOR

(Title of Authorized Officer)

REMY DRABKIN

(Printed Name of Authorized Officer)

11/21/2023

(Date)

Attest: Trena McManus, clerk of Commission
Trena McManus

OR 18080

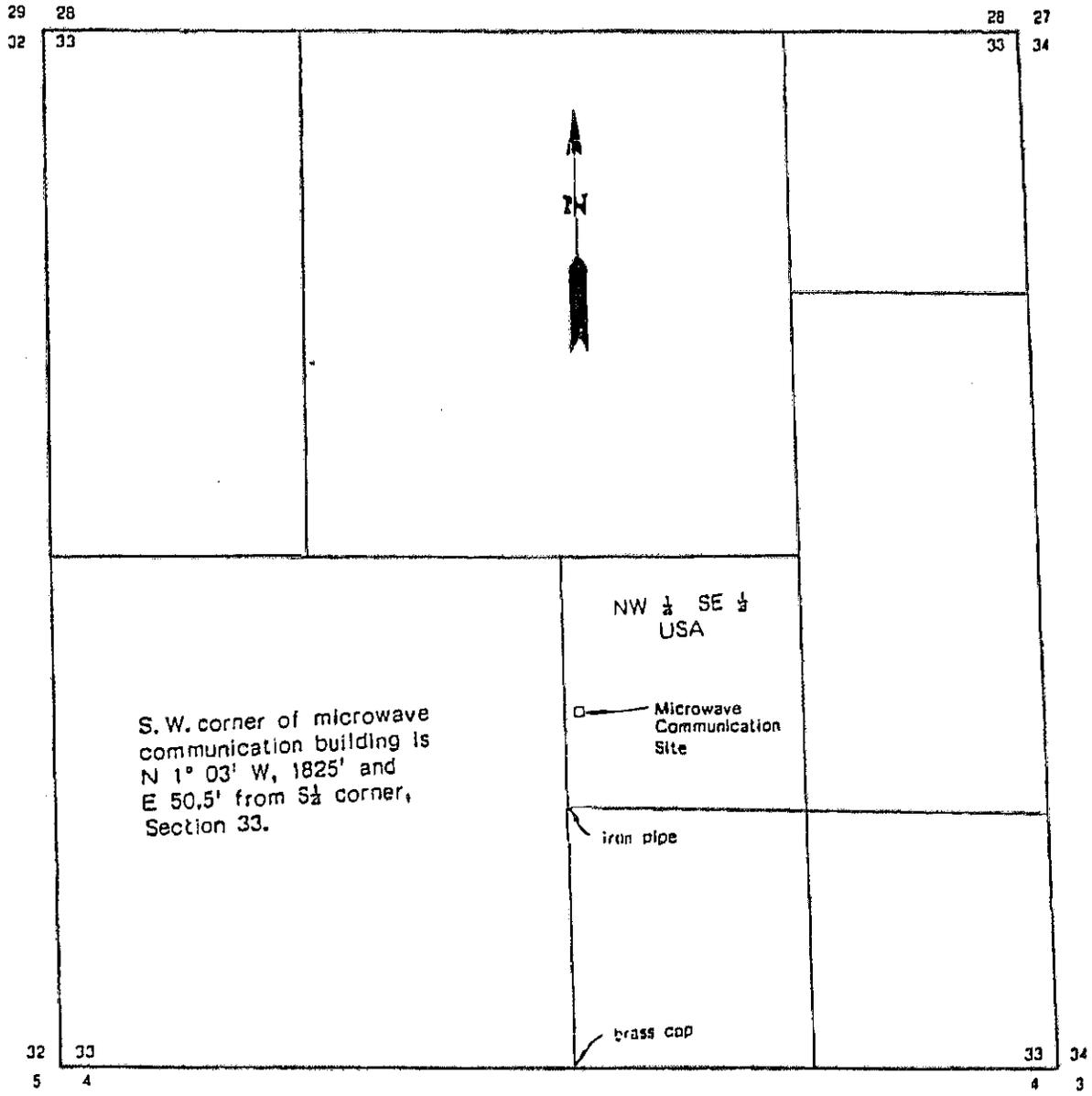


EXHIBIT A
Approved APR 18 1985

RIGHT-OF-WAY APPLICATION MAP
OF McMinnville Water and Light Department
Section 33, T. 3 S., R. 5 W., Will. Mer.

Scale: 1" = 800 ft.

EXHIBIT B
BO 24-216
Exhibit B
Page 1 of 6

OR 18080

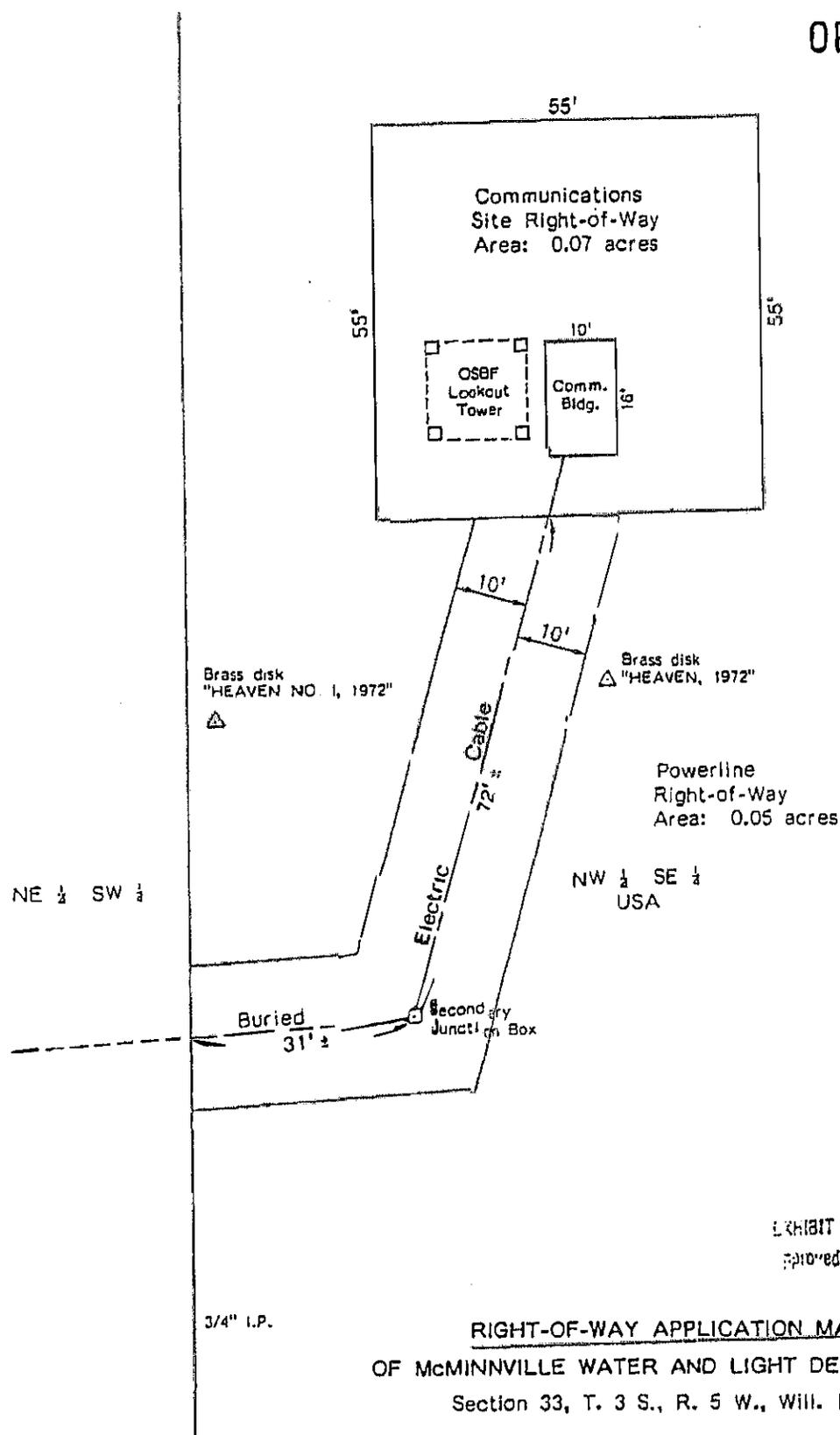


EXHIBIT A of
Approved APR 18 1985

RIGHT-OF-WAY APPLICATION MAP
OF McMinnville Water and Light Department
Section 33, T. 3 S., R. 5 W., Will. Mer.

Scale: 1" = 20 ft.

EXHIBIT B
BO 24-216
Exhibit B
Page 2 of 6

OR 18060

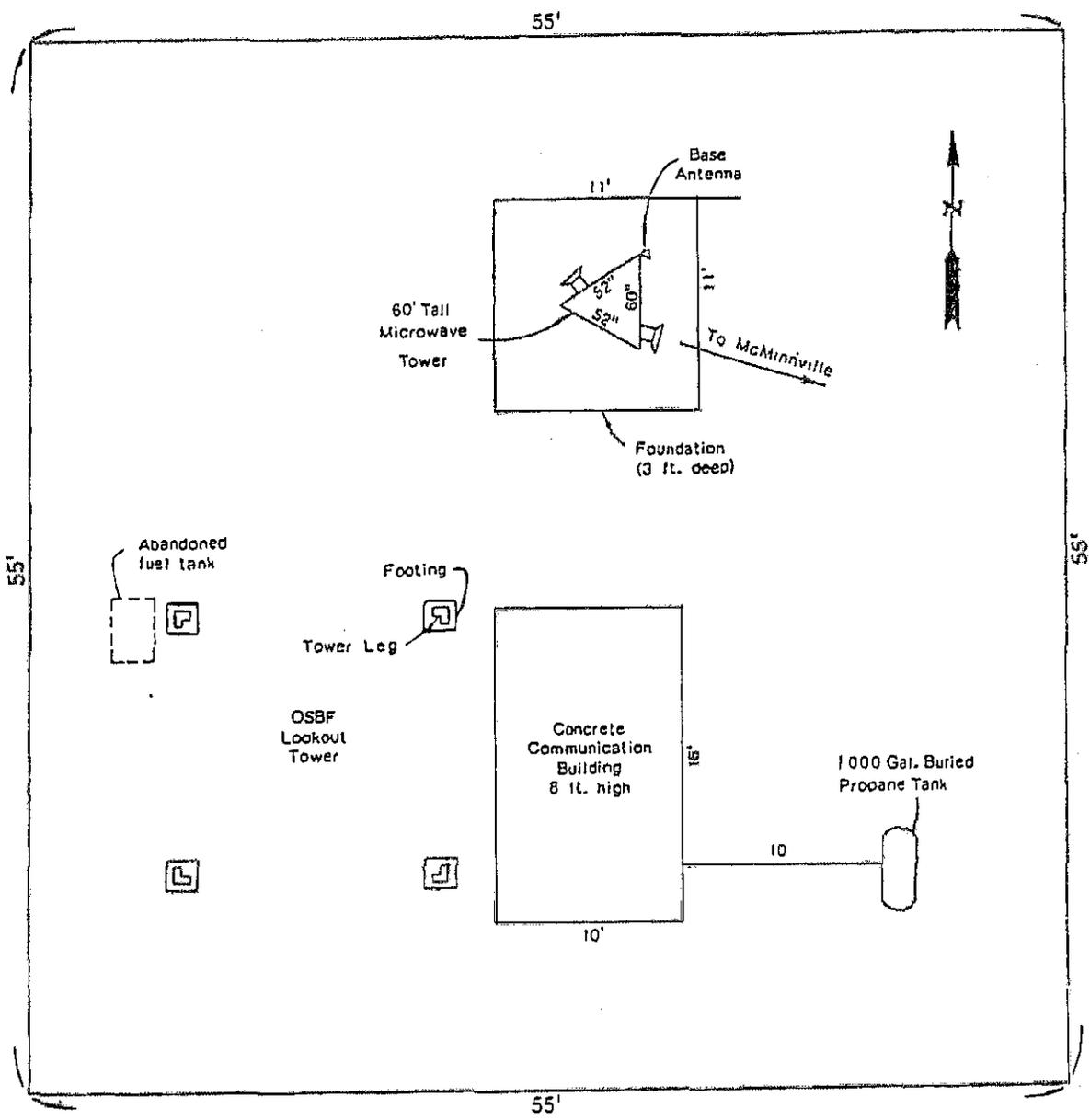


EXHIBIT 4 - 2
APPROVED APR. 18 1985

SITE PLAN
HIGH HEAVEN MICROWAVE STATION

Scale: 1" = 5 ft.

EXHIBIT B
BO 24-216



Exhibit A-3
Tillamook Field Office
Northwest Oregon District
Bureau of Land Management
United States Department of Interior
T.03S., R.05W., Sec 33



October 19, 2023



Legend

Bureau of Land
Management

Amendment 1 -
OR018080

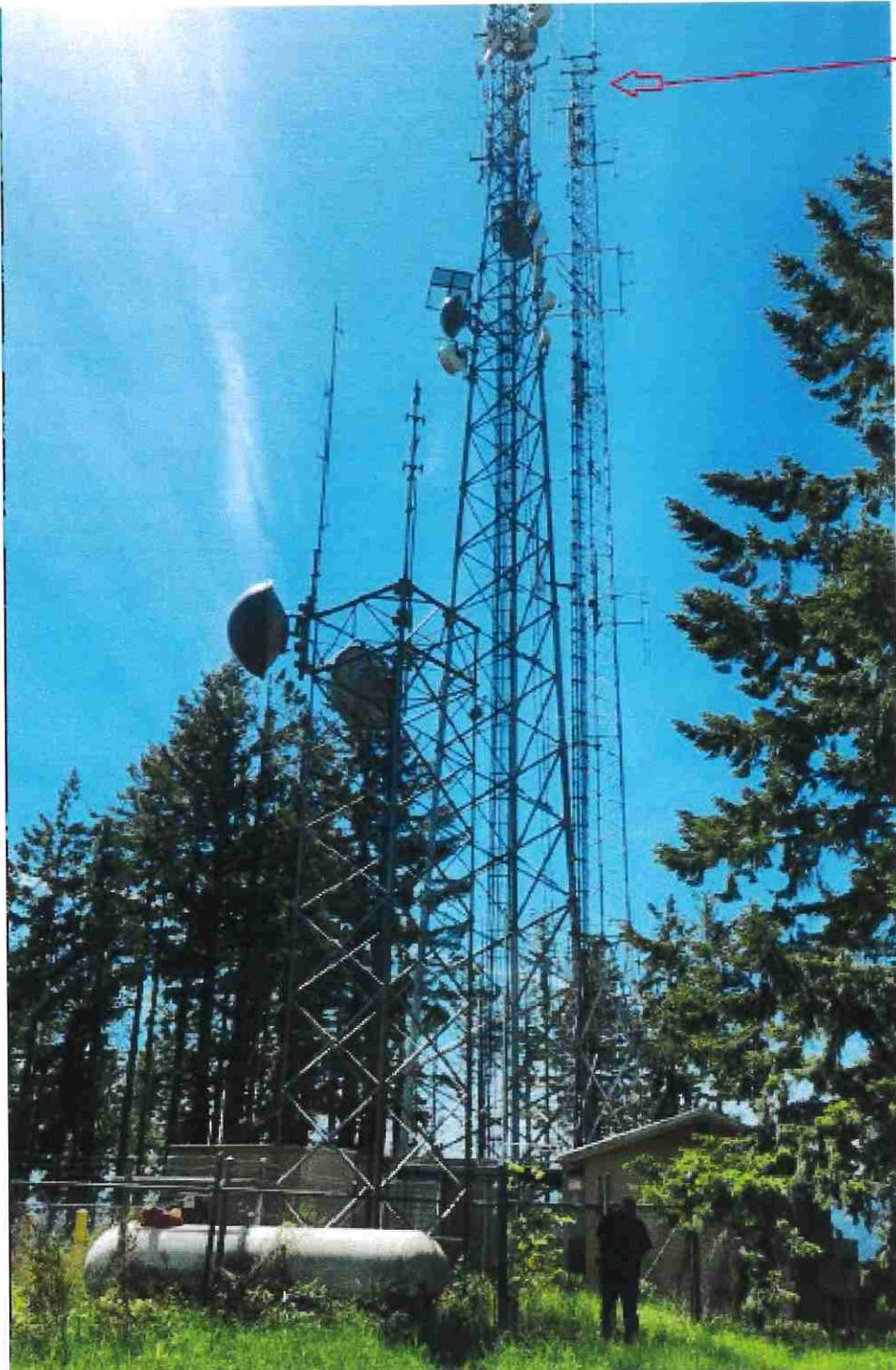
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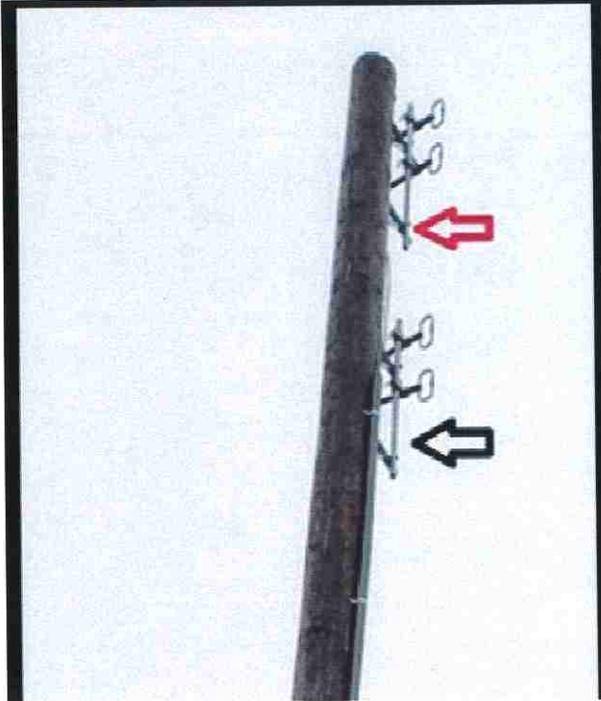
EXHIBIT B
BO 24-216

Exhibit B
Page 4 of 6

Site Plan – MW&L Facility on the YC Facility)



Location of proposed di-pole antenna mount



The final Deployment will look similar to this layout



Ice Guard

The 3" conduit from MWL will end here and the coaxial cable will follow the ice guard path to the mount on the County Communication Tower