

**TOWER LEASE AGREEMENT BETWEEN
YAMHILL COUNTY AND SAR ENTERPRISES, INC.
FOR MOUNTAINTOP WEST**

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 SAR ENTERPRISES, INC., dba Communications Northwest, of 624 McLoughlin Blvd., Oregon City, OR 97045 ("CNW"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, The County has developed a communications site on leased real property located on a portion of Tax Lot No. R2325 01100 in the County of Yamhill, State of Oregon ("Mountaintop West") as provided in the attached Exhibit A; and

WHEREAS, Mountaintop West is equipped with one 120' tower with a fenced compound (the "Tower"), and CNW wishes to install equipment on the Tower and to have shared access to Mountaintop West for purposes related to a communications site and to its use of the Tower; 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 Agreement is executed by both parties and shall terminate on October 31, 2029, 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 \$500/month, or \$6,000/year, and is subject to annual adjustment of 5%. Tower rent is calculated based on the following equipment:
 - i. Two (2) radio antennas mounted to the Mountaintop West Tower;
 - ii. One "rack" of equipment in the shelter of the Mountaintop West Tower;
 - iii. Cellular internet antenna to the Mountaintop West Tower; and
 - iv. Access to emergency backup power from the backup power generator at the Mountaintop West Tower.
 - b. Upon commencement of this Agreement, and annually thereafter, CNW 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. CNW's permitted use of Mountaintop West will be for the successful and secure use of Mountaintop West for the transmission and reception of communications signals (collectively, the "Permitted Use"). CNW may use the agreed upon portions of Mountaintop West 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 CNW-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 Mountaintop West. CNW will own its equipment which CNW installs upon the Mountaintop West premises.
- c. The County also grants to CNW limited access to Mountaintop West in order to perform or obtain studies, tests, or reports for the purpose of determining whether the installed Wireless Communications Equipment complies with: (1) CNW'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, Mountaintop West. Where required, CNW is responsible for applicable or proposed governmental licenses and approvals of its Wireless Communications Equipment at CNW's sole expense.

4. CNW OBLIGATIONS.

- a. CNW shall abide by the terms and conditions set forth in this Agreement, including the County's lease agreement for Mountaintop West, attached hereto as Exhibit A and incorporated herein.
- b. CNW shall test its newly installed Wireless Communications Equipment as identified in Exhibit C to ensure there is not interference with the County's and other user's Wireless Communications Equipment located upon Mountaintop West.
- c. CNW shall maintain its own Wireless Communications Equipment located upon Mountaintop West.
- d. CNW shall provide a copy of their FCC license to the County and shall further post a copy on their rack inside the shelter in accordance with FCC rules.
- e. CNW 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 CNW access to Mountaintop West 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 CNW to install equipment upon the Tower as depicted in Exhibit C, or as may be otherwise agreed upon between the Parties.
- d. If the County's lease agreement for Mountaintop West should terminate for any reason, the County agrees, upon prior written request by CNW, 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 Mountaintop West to CNW so long as the site is needed for public communications purposes. Provided, however, that the County shall have no liability to CNW in the event the County's efforts to have the lease assigned to CNW prove unsuccessful.

6. INTERFERENCE.

- a. Upon request, the County will provide CNW with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for Mountaintop West, if any, to allow CNW to evaluate the potential for interference. CNW warrants that its use of Mountaintop West will not interfere with existing radio frequency user(s) on Mountaintop West 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, CNW will provide the County with a list of all existing radio frequency user(s) on a site-specific Radio Frequency Data Sheet (RFDS) for Mountaintop West, if any, to allow the County to evaluate the potential for interference. The County warrants that its use of Mountaintop West will not interfere with planned radio frequency user(s) on Mountaintop West so disclosed by CNW, 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. CNW 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 Mountaintop West, including but not limited to the installation and operations of Wireless Communications Equipment.
- d. CNW shall not use, nor shall CNW permit its employees, tenants, licensees, invitees, or agents to use, any portion of Mountaintop West in any way which interferes with the operations of the County, or any other legitimate user of Mountaintop West, or the rights of County under its BLM lease, this Agreement, or any other agreement related to Mountaintop West. CNW 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 CNW's breach of this Agreement, elect to enjoin such interference or to immediately terminate this Agreement upon notice to CNW.

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 Mountaintop West 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 CNW'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 Mountaintop West, 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 Mountaintop West, or any environmental or industrial hygiene condition or matter relating to Mountaintop West that, in either Party's sole determination, renders the condition of Mountaintop West unsuitable for its intended use, or if either Party believes that the leasing or continued leasing of Mountaintop West 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 Mountaintop West, or willfully or intentionally create any environmental or industrial hygiene condition Mountaintop West, that is in material violation of any applicable law or that renders the condition of Mountaintop West unsuitable for use by any other occupants.

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

codes, keys, and/or other access related instruments or equipment, CNW 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 Mountaintop West by CNW will remain CNW's personal property and, at CNW's option, may be removed by CNW at any time during the term of this Agreement. The County covenants and agrees that no part of the Wireless Communication Equipment placed on Mountaintop West by CNW will become, or be considered as being, affixed to or a part of Mountaintop West or the Tower, it being the specific intention of the County that it remain the property of CNW. Within one hundred twenty (120) days of the termination of this Agreement, CNW shall remove all of CNW's Wireless Communications Equipment. If requested by the County, CNW shall, however, leave in place any communications building(s), propane tank(s), and any other above-ground improvements installed in connection with this Agreement. CNW 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 CNW's control excepted. Notwithstanding the foregoing, CNW shall not be responsible for the replacement of any trees, shrubs, or other vegetation, nor shall CNW be required to remove from the premises any underground utilities.

14. MAINTENANCE/UTILITIES.

- a. CNW 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 CNW, maintain Mountaintop West, 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. CNW'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 CNW 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 CNW. If CNW 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 CNW 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, CNW 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 CNW.

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

CNW: Communications Northwest
ATTN: Scott Reilly
624 McLoughlin Blvd
Oregon City, OR 97045
scott.reilly@commnw.com

- 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. 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.
18. CASUALTY. If any part of Mountaintop West or the Tower is damaged by fire or other casualty so as to render Mountaintop West 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 Mountaintop West, 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 Mountaintop West at no additional Rent until such time as they are able to secure a replacement transmission location or the reconstruction of premises is completed.
19. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this Agreement, the County and CNW 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 Mountaintop West, 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.
20. 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 CNW. No provision may be waived except in a writing signed by both Parties.
21. 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.
22. 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.

23. 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.

24. 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.

SAR ENTERPRISES, INC.

Signed by:
Scott Reilly

President/CEO, SCOTT A. REILLY

12/10/2024

Date

YAMHILL COUNTY

Signed by:
Lindsay Berschauer

Chair, LINDSAY BERSCHAUER

Signed by:
Mary Starrett

Commissioner, MARY STARRETT

Signed by:
Kit Johnston

Commissioner, KIT JOHNSTON

12/6/2024

Date

APPROVED AS TO CONTENT

Signed by:
Sam Elliott

By: _____
Sam Elliott, Yamhill County Sheriff

APPROVED AS TO FORM

Signed by:
Jodi Gollehon

By: _____
Jodi Gollehon

Assistant County Counsel

Approved by the BOC on:12/5/24

via Board Order No.:24-347

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STATE OF OREGON)
COUNTY OF YAMHILL)

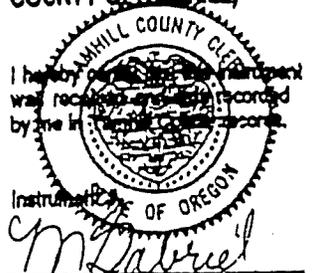
LEASE

The parties to this lease are:

LESSOR: Paul D. and Sally M. Wells
23025 NE Mountain Top Road
Newberg, OR 97132
(including any successors in interest)

and

LESSEE: Yamhill Communications Agency (YCOM)
An Agency Created by Intergovernmental Agreement
230 East Second Street
McMinnville, Oregon 97128
(including any successors in interest)



CHARLES STERN,
COUNTY CLERK

Lessor is the owner of the following described real property, which is a portion of Tax Lot 2325-1100:

A 60 foot by 60 foot parcel abutting Mountain Top Road, located in the West one-half of the Northwest one-quarter of the Northeast one-quarter of Section 36, Township 2 South, Range 3 West, of the Willamette Meridian, Yamhill County, State of Oregon, more fully described as follows:

Beginning at the one-quarter corner of the North side of Section 36, thence South 10 35' East for 568.96 feet to the true point of beginning. Thence South 0 16' East for 60 feet to a point; thence South 89 44' West for 60 feet to a point; then North 0 14' West for 60 feet to a point; thence North 89 44' East to the true point of beginning.

All bearings are true bearings.
This parcel contains 0.083 acres, more or less.

On the date of this lease, the above described land is fenced, and contains a small building. The land, together with the road access and utility hookups and together with any appurtenances and improvements on the land is referred to in this lease as "the Premises".

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Lessee wishes to develop on the Premises a radio repeater site for Yamhill County communications. Development on the Premises will include construction of a tower and utilization of the existing building. In addition, Lessee may install cables, structures and equipment as necessary to facilitate its operations.

The parties therefore agree as follows:

Section 1. Agreement to Lease.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth in this lease. Lessors warrant that they are the fee owners of the Premises at the time of execution of this lease, and that they have not granted prior rights to use the Premises or surrounding property that are inconsistent with the rights granted herein.

Section 2. Term.

(A) Term. The term of this lease shall be for a period of 99 years beginning on the latest date appearing directly under the signatures of Lessor and Lessee on the last page of this lease. Lessor shall cooperate with Lessee in obtaining all necessary permits for land use approval and improvement of the Premises to enable Lessee to use the premises for the intended purpose, but shall have no expense in connection with efforts by Lessee to obtain permit authority.

(B) Renewals. Lessee may, by written notice to Lessor given not less than 90 days prior to the expiration of the original term, renew this lease for an additional period of up to 99 years, as determined by Lessee, subject to all terms and conditions of this lease except as otherwise specifically provided. The renewal term shall commence immediately upon expiration of the lease term. Rent for the renewal term shall be reasonable and shall not be greater than market values in the area at the time of renewal, as negotiated between the parties or their successors in interest.

Section 3. Rent.

As total rent for the Premises for the entire term of the lease, Lessee shall pay to Lessor the sum of \$15,000. The sum shall be paid on the day the lease is executed by all signatories. No further payments shall be due Lessor for the duration of the 99 year term.

Section 4. Use of Premises.

Lessee shall use and permit the use of the Premises only for the construction, maintenance and operation of communication facilities, transmission lines and other uses reasonably related

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to or auxiliary to communication activities. Lessor agrees not to conduct activities or maintain conditions, or grant to any other person the right to conduct activities or maintain conditions, immediately adjacent to the Premises that may interfere with the operation of communication facilities on the Premises. Lessor shall not operate, or permit others to operate, a communication facility on its property within 200 feet of the Premises without first receiving a written statement from Lessee that such facility will not interfere with the operations of Lessee.

Section 5. Utilities and Other Charges.

Lessee shall be responsible for obtaining any utilities needed on the Premises, and for any monthly utility charges. Lessor shall continue to be responsible for payment of property taxes on the parcel containing the Premises. If the Premises is disqualified from farm or forest assessment due to construction of the facilities outlined in this lease, Lessee shall be responsible for reimbursing Lessor in its payment of back taxes on that portion of the parcel containing the Premises. Lessee will cooperate in efforts to insure that this transaction has the least possible tax impact on Lessor.

Section 6. Ownership of Improvements.

All improvements constructed on the Premises by Lessee shall be owned by Lessee. If this lease expires and is not extended or renewed, Lessee shall have 90 days to remove the improvements from the Premises. This period shall not begin to run until the date that Lessee receives written notice from Lessor that, due to expiration of the lease, the improvements must be removed. Any improvements not removed within the above-stated time shall be deemed abandoned. Upon abandonment, Lessor may, at its option, assume ownership of the improvements or seek enforcement of its demand that the improvements be removed by Lessee.

Section 7. Assignment and Sublease.

(A) Assignment. Lessee may assign its interest in this lease or the estate created by this lease, after first obtaining written consent from Lessor. Lessor shall not unreasonably withhold such consent. The terms of any assignment shall include a covenant by the assignee that it assumes and agrees to pay and perform all of Lessee's obligations under this lease.

(B) Sublease. Lessee shall have the absolute right to sublet all or any part of the premises to any nonprofit or governmental agency or entity and to assign, extend or renew any sublease, within the term of this lease. Within 10 days following execution of a sublease, Lessee shall notify Lessor of the name and mailing address of the sublessee.

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Section 8. Termination.

Lessee may terminate this lease upon giving one year notice to Lessor of intent to terminate. If notice is given as specified in this section, unless an alternative disposition is agreed to between the parties in writing, Lessee shall remove all improvements from the Premises and restore the site to its existing condition as of the date of this lease prior to the termination date.

Section 9. Hold Harmless.

Lessee shall be responsible for injury to any person or property caused by reason of Lessee's activities on the Premises. Lessee shall indemnify, save harmless and defend Lessor and Lessor's successors in interest from and against all claims, suits, actions, damages, costs, losses and expenses resulting from, arising out of, or connected with any such injury.

Section 10. Compliance with Law.

Lessee shall comply with all applicable law in its use of the premises. Otherwise, Lessee's right to use and enjoyment of the Premises is absolute.

Section 11. Nonwaiver.

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provision.

Section 12. Successors In Interest.

This lease shall be binding upon any successor in interest of either party.

Section 13. Modification.

The terms and conditions of this lease may only be modified in writing, signed by an authorized representative of both parties.

Section 14. Survey of Premises.

Lessor agrees that Lessee may survey and monument the Premises. If conducted, the survey will reflect existing conditions at the site, and current 60 foot boundaries as they appear on the site and will include at least a 30 foot wide right-of-way for

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access to Mountain Top Road at the approximate location of present access to the Premises. If the new survey differs from the description of the Premises contained in this lease, Lessor hereby agrees to sign and have notarized for recording a modification of the lease to reflect the correct description of the Premises.

The parties have entered into this lease on this ___ day of April, 1990.

Lessor:

Lessee:
YCOM

Paul D. Wells
Paul D. Wells
Date: 4-12-90

E. Clifton Ross
E. Clifton Ross, Chairman
Yamhill Communications Agency
Date: 4-6-90

Sally M. Wells
Sally M. Wells
Date: 4-10-90

C. E. Crowell
C. E. Crowell, Manager
Yamhill Communications Agency
Date: 4/13/90

503-869-0961
SALLY WELLS

STATE OF OREGON)
) ss
County of Yamhill)

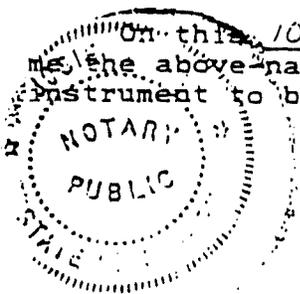
On this 12 day of April, 1990, personally appeared before me the above-named Paul D. Wells, and acknowledged the foregoing instrument to be his voluntary act and deed.

Virginia Mills
Notary Public for Oregon
My commission expires: 2-26-94



STATE OF OREGON)
) ss
County of Yamhill)

On this 10th day of April, 1990, personally appeared before me the above-named Sally M. Wells, and acknowledged the foregoing instrument to be her voluntary act and deed.



Paul Anne
Notary Public for Oregon
My commission expires: 10-11-92



DC Power Supplies



DC Power Supplies



YC Fire Paging Rack



McMinnville PD Rack



RF Filtering



AdTran



Fireground/UTAC



Proposed CommNet Rack



Door

