

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO.** 00-067

Approving COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING) Between Multnomah County and NEXTEL West Corp. for Lease of Surplus Space on the Roof of the Ford Building, 2505 SE 11th Avenue, Portland, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County owns and operates the Ford Building housing various County operations.
- b. There is surplus space on the roof of the Ford Building not required for any County use.
- c. Nextel West Corp. wishes to lease the surplus roof space for installation and operation of its cellular transmitting antenna and related equipment.
- d. Multnomah County will benefit from entering the COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING) before the Board.

**The Multnomah County Board of Commissioners Resolves:**

1. Multnomah County shall enter into and execute the COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING) before the Board this date in this matter.
2. The County Vice-Chair shall be, and she is hereby, authorized to execute the COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING) before the Board in this matter.

Adopted this 11th day of May, 2000.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By

  
Serena Cruz, Vice-Chair

REVIEWED:

Thomas Sponsler, County Attorney  
For Multnomah County, Oregon

By

  
Matthew O. Ryan, Assistant County Attorney

### **COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)**

This Communications Site Lease Agreement ("Agreement") is entered into this \_\_\_\_\_ day of May, 2000, between **Nextel West Corp.**, a Delaware corporation, d/b/a Nextel Communications, with an office at 1750 112th Avenue NE, Bellevue, WA 98004 ("Lessee"), and **Multnomah County**, a political subdivision of the State of Oregon, with an office at 2505 SE 11<sup>th</sup> Avenue, Portland, OR 97202 ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and building (the "Building") located in the City of Portland, County of Multnomah, State of Oregon, commonly known as 2505 SE 11<sup>th</sup> Avenue, Portland, OR 97202 (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately two hundred fifty (250) square feet of space either adjacent to or on the roof of the Building and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.**

(a) The term of this Agreement shall be five (5) years commencing February 1, 2001 or start of construction of Lessee Facilities, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

(b) Holdover. If Lessee holds over at the end of term, the Lessor shall have the option to treat Lessee as a month to month Lessee, subject to all the provisions of this Agreement, except the provisions for term and renewal and subject to a rental rate at 150% of the rent last paid by Lessee from the premises and recover damages caused by wrongful holdover. If a month to month tenancy results from a holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 20 days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month to month tenancy.

5. **Rent.**

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Five Hundred Fifty and 00/100 DOLLARS (\$550.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at Multnomah County, 2505 SE 11<sup>th</sup> Avenue, Portland, OR 97202; Attention: Property Management.

(b) Beginning with fifth (5th) anniversary of the Commencement Date, the Rent shall increase to Six Hundred Fifty and 00/100 Dollars (\$650.00) per month. Beginning with tenth (10th) anniversary of the Commencement Date, the Rent shall increase to Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00) per month. Beginning with the fifteenth (15th) anniversary of the Commencement Date, the Rent shall increase to Nine Hundred and 00/100 Dollars (\$900.00) per month. Beginning with the twentieth (20th) anniversary of the Commencement Date, the Rent shall increase to One Thousand Seventy-Five and 00/100 Dollars (\$1,075.00) per month. Beginning with the twenty-fifth (25th) anniversary of the Commencement Date, the Rent shall increase to One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per month.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an air conditioned equipment room in the Premises, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit plans and specifications for all such construction and installation to Lessor not less than twenty (20) days prior to commencing such construction and installation of the Lessee Facilities. Lessor shall have twenty (20) days from receipt of such plans and specifications to approve or

disapprove said plans and specifications and Lessee shall not commence such construction prior to receipt of such approval in writing. Lessor's approval shall not be unreasonably withheld or delayed and Lessor's failure to give written approval or disapproval of said plans and specifications within the twenty (20) day period provided herein, shall be deemed approval by Lessor. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Upon expiration or termination of the Agreement Lessee shall have 120 days from the date of such expiration or termination to remove Lessee Facilities.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company and shall expire upon expiration or earlier termination of this lease.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall be entitled to reasonable access to the Premises during the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, except Holidays at no charge and without notice to Lessor for the purpose of exercising its permitted use under the Agreement. During other times, Lessee shall be entitled to access to the Premises upon reasonable notice to Lessor and at reasonable times. In case of an emergency involving Lessee's Facilities, Lessor shall provide access to Lessee upon not less than one hour's notice by Lessee and Lessee shall reimburse Lessor for any additional expense incurred by Lessor in providing such emergency access. Lessee shall use its best efforts to notify Lessor in advance of Lessee's maintenance or repair activities on the Premises in order to coordinate said activities with Lessor's operations. Lessee, and its agents, employees, contractors, guests and invitees shall have, for purposes of such access, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

#### **7. Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or Licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor agrees that it shall not use, nor shall it permit its tenants, lessees, licensees, employees, invitees or agents to use any portion of the Property in any way which would unreasonably interfere with the operations of the Lessee Facilities, provided the continued use by Lessor or existing tenants, lessees or licensees in the same manner as existed at the time this Agreement was executed shall not constitute interference with the operation of the Lessee Facilities.

**8. Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. If, however, any increase in Lessor's real property taxes is the direct result of the installation of the Lessee Facilities, then Lessee shall reimburse Lessor that proportionate share of such tax increase provided that, as a condition of Lessee's obligation to pay such tax increase, Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due the installation of the Lessee Facilities.

#### **9. Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**10. Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

**11. Destruction or Condemnation.**

(a) If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(b) The Lease Term and any Renewal Term of this Agreement may terminate upon demolition or redevelopment of the building by Lessor. Lessor shall give Lessee notice of its intent to demolish the building or redevelop the Property at least 270 days prior to such redevelopment. Lessor and Lessee agree that they will work together following such notice to permit Lessee to relocate the Lessee Facilities on the Property. If Lessor and Lessee are unable to agree to a mutually acceptable location on the Property or if Lessor's redevelopment plan will not permit such relocation, this Agreement shall terminate as noted above, and all rights and obligations of either party under this Agreement shall cease upon such termination except such rights and obligations which arose and were enforceable prior to such termination.

**12. Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein, and proof of such insurance shall be provided to Lessor. Lessor is self-insured for general auto and professional liability in accordance with the provisions of the Oregon Tort Claims Act. Lessor maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. Lessor's exposure for general, auto and professional liability is limited by ORS 30.270 to \$50,000.00 property; \$100,000.00 personal injury per person and \$500,000.00 total damages per occurrence.

**13. Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Notwithstanding anything to the contrary contained herein, Lessee agrees that it will not exercise its right to assign under Paragraph 13 to any entity whose net worth does not equal that of Lessee.

**14. Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

**15. Repairs.** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee or installation or construction of the Lessee Facilities. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

**16. Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

**17. Liability and Indemnity.** Lessee shall defend, indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or

Lessee's agents or employees in or about the Property. The duties described in this Paragraph 18 survive termination of this Agreement.

**18. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Multnomah County  
2505 SE 11<sup>th</sup> Avenue  
Portland, OR 97202  
Attn: Property Management

Lessee: Nextel West Corp.  
1750 112th Avenue NE  
Bellevue, WA 98004  
Attn: Property Manager

With a copy to:  
Nextel West Corp.  
1750 112th Avenue NE  
Bellevue, WA 98004  
Attn: System Development Manager

With a copy to:  
Nextel Communications, Inc.  
2001 Edmund Halley Drive  
6th Floor Mail Stop 6E630  
Reston, Virginia 20191-3436  
Attn: Site Leasing Services, Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Oregon.

(f) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(h) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

**19. Marking and Lighting Requirements.** Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC not associated with the installation of Lessee Facilities.

**20. Oregon Tort Claims Act.** Any covenant herein by Lessor to defend, indemnify or hold harmless the Lessee, including any obligations arising pursuant to Paragraph 9, shall be subject to the provisions of the Oregon Tort Claims Act ORS 30.260 – 30.300 and within the limits in ORS 30.275.

**21. Equipment Removal.**

(a) Prior to expiration or other termination of the Agreement term, Lessee shall remove all equipment that remains its property. If Lessee fails to remove equipment in compliance with Paragraph 6(a), this shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessor's Collateral Agent as provided below in Paragraph 21(c), Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account.

Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

(b) Lessee shall, at its expense, remove the Lessee Facilities and Lessee shall restore the Premises to the same condition which existed at the effective date of this Agreement, normal wear, tear and casualty excepted. In the event of failure to do so, Lessor may restore the premises itself at Lessee's expense. In the event that the Lessee Facilities are not removed, Lessee has notified Lessor that the following is collateral agent for entities having an interest in the Lessee Facilities because of financing arrangements:

Collateral Agent Chase Manhattan Bank, N.A.  
One Chase Manhattan Plaza, 4<sup>th</sup> Floor  
New York, NY 10081  
Attn: Tracy Navin

(c) If Lessor removes the Lessee Facilities, Lessor must give written notice to the above at the address provided, informing them that the Lessee Facilities have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days. The obligations of this paragraph shall survive the expiration or other termination of this Agreement.

## **22. Default.**

(a) The occurrence of any one of the following events shall constitute an "Event of Default" under this Agreement by Lessee:

1. Failure of Lessee to make any payment required under this Agreement when due and when such failure continues for a period of fifteen (15) days after mailing of written notice by Lessor to Lessee.
2. Failure of Lessee to comply with any provision of this Agreement other than payment, with such failure continuing for thirty (30) days after mailing of written notice by Lessor to Lessee specifying the nature of non-compliance by Lessee with reasonable particularity provided. If the nature of the default is such that more than thirty (30) days are required to cure, Lessee shall not be in default if it commences cure within thirty (30) days after notice and thereafter diligently prosecutes the work to completion.
3. The filing by Lessee or any guarantor of Lessee's obligations under this Agreement of a petition under any section or chapter of the present Federal Bankruptcy Act (or foreign equivalent) or amendment thereto or under any similar law or statute of the United States (or foreign country) or any state (or Province) thereof. Of, the failure of the dismissal, within thirty (30) days after the filing of an involuntary petition or insolvency against Lessee or any guarantor of Lessee's obligations.
4. The appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations under this Agreement. Such receivership shall not have been terminated or stayed within the time permitted by law.
5. The attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Premises or of Lessee's interest in this Agreement where such seizure is not discharged within thirty (30) days.

(b) Lessor shall not be in default under the terms of this Agreement unless it fails to perform its obligations hereunder within a reasonable time after written notice by Lessee to Lessor specifying the nature of the default. Lessor shall have thirty (30) days to commence and cure the default. If the nature of the default is such that more than thirty (30) days are required to cure, Lessor shall not be in default if it commences cure within thirty (30) days after notice and thereafter diligently prosecutes the work to completion.

## **23. Remedies Upon Lessee's Default.**

(a) In the event of default, the Agreement may be terminated at the option of Lessor by written notice to Lessee as provided in Paragraph 10. Whether or not the Agreement is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

(b) Right to Replace Lessee/Reletting. Following abandonment, Lessor may relet the Premises for the intended purpose of this Agreement and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Lessor shall not be required to relet to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Agreement, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Market: PNW

Site Number: OR0197-1

Site Name: Abernathy/Multeo Building

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

(1) The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Paragraph 12.B.e. or any other expense occasioned by Lessee's default, including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commission, and advertising costs.

(3) Any excess of the value of the rent and all of Lessee's other obligations under this Agreement over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

(4) Right to Sue More Than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Agreement term, and no action for damages shall bar a later action for damages subsequently accruing.

(5) Right to Cure Defaults. If Lessee fails to perform any obligation under this Agreement, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of 10 % per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

(6) Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Market: PNW  
Site Number: OR0197-1  
Site Name: Abernathy/Multeo Building

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR: **Multnomah County**, a political subdivision  
of the State of Oregon

LESSEE: **Nextel West Corp.**, a Delaware corporation

By: *Serena Cruz*  
Title: *Vice Chair*  
Title: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_

By: Mark B. Nelson  
Title: Vice President  
Date: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**REVIEWED:**  
THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY *Thomas Sponser*  
ASSISTANT COUNTY ATTORNEY

DATE *May 2, 2000*



Market: PNW  
Site Number: OR0197-1  
Site Name: Abernathy/Multeo Building

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

Market: PNW  
Site Number: OR0197-1  
Site Name: Abernathy/Multeo Building

## EXHIBIT A

### DESCRIPTION OF LAND

to the Communications Site Lease Agreement dated \_\_\_\_\_, 2000, by and between **Multnomah County**, a political subdivision of the State of Oregon, as Lessor, and **Nextel West Corp.** a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows:

The following described property in the Northwest one-quarter of Section 11, Township 1 South, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at the intersection of the South line of S.E. Division Street, in the City of Portland with the West line of S.E. 11<sup>th</sup> Avenue; thence running South along the West side line of said S.E. 11<sup>th</sup> Avenue, 276.71 feet, more or less, to a point in the Northeasterly side line of the right-of-way of the Oregon and California Railroad Company (now Southern Pacific Company); thence Northwesterly following said Northeasterly line of said right-of-way, 445.92 feet, more or less, to the intersection of said side line of said right-of-way with the South line of S.E. Division Street; thence East along said South line of said S.E. Division Street, 350.00 feet to the place of beginning.

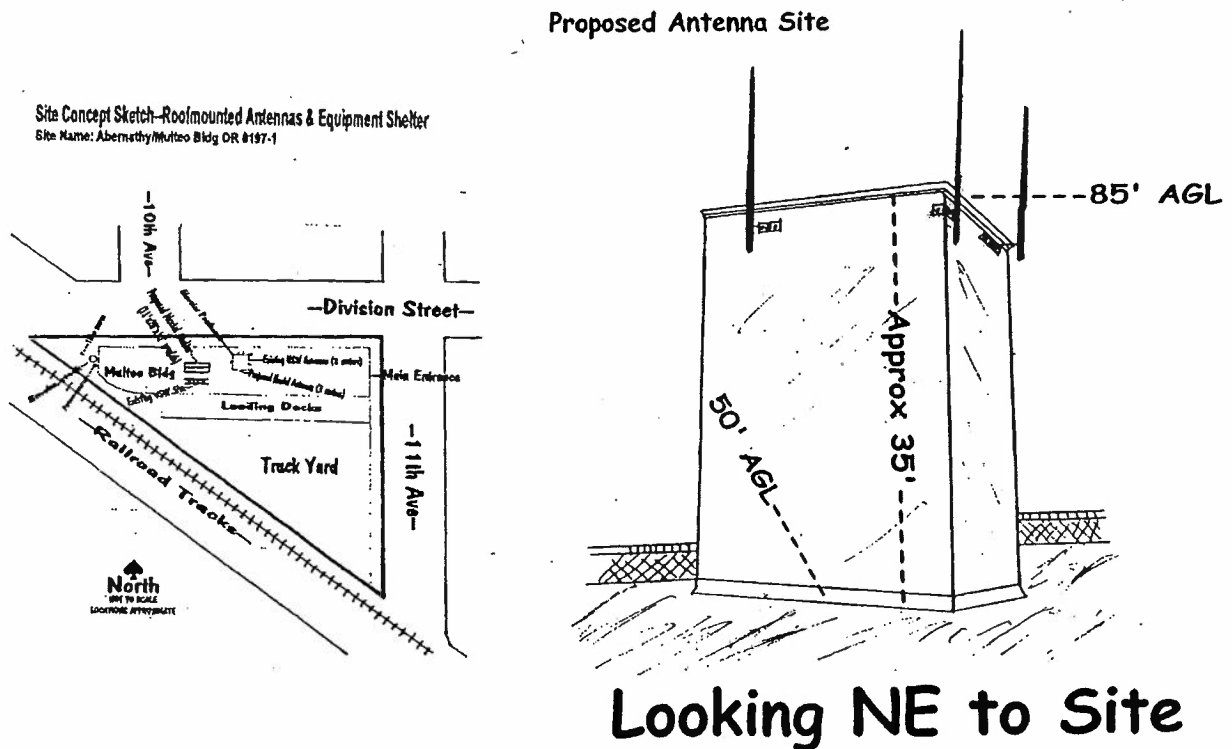


## EXHIBIT B

### DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement dated \_\_\_\_\_, 2000, by and between **Multnomah County**, a political subdivision of the State of Oregon, as Lessor, and **Nextel West Corp.**, a Delaware corporation, as Lessee.

The Premises are described and/or depicted as follows:



#### Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The locations of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

