

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-136

Declaring a Portion of the Leased Property Located at Biddle Butte Radio Station, Skamania County, Washington to be Surplus and Approving a License Agreement with Clark Regional Emergency Services Agency

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County leases a portion of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station in Skamania County, Washington for emergency communication purposes. The County lease with BPA became effective July 1, 1993 and has been renewed for the current five (5) year term through June 30, 2010. This Biddle Butte lease is identified in the County's Facilities and Property Management Division records as number L-101.
- b. The County is not currently using all of the Biddle Butte leased space and does not anticipate the need for additional County use for at least three years.
- c. Clark Regional Emergency Services Agency (CRESA) desires to use space within the County leased space for the operation of communications equipment and emergency radio broadcasting for a three year term. This will allow CRESA to provide better public safety response to the community.
- d. Attached identified as Exhibit A, is a copy of the proposed license agreement that the County's Facilities and Property Management Division has negotiated with CRESA for a portion of the Biddle Butte property.
- e. It is in the best interests of the County to execute the license agreement on the terms and conditions set forth therein.

The Multnomah County Board of Commissioners Resolves:

1. The portion of the Biddle Butte property more particularly described in the proposed license agreement (Exhibit A) is declared to be surplus.
2. The license agreement with CRESA as described herein is approved. The County Chair is authorized to execute the license agreement substantially in the form of the attached Exhibit A.

3. The County Chair is authorized to execute renewals of the license agreement and execute amendments to the license agreement without further Board action.

ADOPTED this 9th day of August 2007.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

EXHIBIT A

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ____ day of _____, 20__ between Multnomah County, Oregon ("Licensor") and Clark Regional Emergency Services Agency (CRESA), a regional governmental agency ("Licensee").

I. RECITALS

- a. Pursuant to Federal Lease No. DE-RL79-93BP75911, (the "Master Lease") between Licensor and the UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator: (hereinafter "Lessor") Licensor is the "Lessee" of certain premises known as the Biddle Butte Microwave Radio Station ("Biddle Butte Station") located in Sw1/4SW1/4 of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington.
- b. Under the master Lease, Licensor has the right to install, operate, maintain and remove radio equipment in/on Lessor's Biddle Butte Station.
- c. Lessor by letter amendment to the master Lease dated January 26, 2007 has authorized Licensor to execute this License Agreement with Licensee to allow for Licensee's Clark Regional Emergency Services Agency (CRESA) to co-locate at Biddle Butte Station for the purpose of CRESA's emergency radio communications.
- d. Pursuant to Master Lease Paragraph 13, as amended, Licensor hereby gives permission revocable and terminable as hereinafter provided, to Licensee for the use of Biddle Butte Station for the co-location of CRESA's equipment at the site for emergency radio broadcasting.
- e. By this reference the Master Lease, attached and identified as Exhibit "B" is hereby incorporated into this License Agreement as if set forth in its entirety.

II. LEASE TERMS AND CONDITIONS

1. Recitals are Contractual

The above listed Recitals are contractual and hereby incorporated by this reference.

2. Use of Licensed Premises

Licensee shall be permitted to use the Licensed Premises for the operation of communications equipment and emergency radio broadcasting. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of Licensor.

3. Term of Agreement

The initial term of this License shall run from August 1, 2007 through June 30, 2010. Any subsequent term(s) shall be five (5) years in length in conjunction with Licensor's exercise of their renewal terms and acceptance of Licensee's written option exercise which shall be given no less than one hundred and twenty (120) days prior to the expiration date. Licensor or Licensee may terminate this Agreement by giving sixty (60) days written notice to the other party of its termination.

Licensee is required to remove all antennae and feed line upon termination of this Agreement.

4. Access

Licensee shall have access to the Licensed Premises at all times for the uses authorized herein. If required, Licensee, at its sole expense, shall obtain additional rights from other landowners for use of access roads.

5. Maintenance

The costs of any maintenance and operations of the Improvements shall be at the sole expense of Licensee.

6. License Payments

For and in consideration of this License Agreement, Licensee shall pay to Licensors the sum of \$1,265.00 annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of eighteen percent (18%) per annum from the anniversary date, until payment is received. A \$25.00 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Multnomah County and shall be mailed to Licensors at 401 N. Dixon Street, Portland, OR 97227. Checks shall be marked "Biddle Butte Sublicense".

Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Licensee will be notified at least thirty (30) days in advance of any revised annual rates.

7. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensors from any claim, loss, or liability arising out of or related to any negligent activity of Licensee or the Premises or any condition of the Premises in the possession or under the control of Licensee. Licensors shall have no liability to Licensee for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Licensors' negligence or breach of duty under this License Agreement.

8. Liability Insurance

During the term of this License Agreement, Licensee shall carry the following insurance at Licensee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Licensors on account of the obligations assumed by Licensee under paragraph 6, and shall name Licensors as an additional insured. If Licensee is self-insured for liability or is a governmental agency that participates in a government risk pool, in lieu of providing the insurance required above, Licensee shall provide a letter to Licensors stating that fact.

9. Insurance Documentation; Self-Insurance

Certificates evidencing such insurance and bearing endorsement requiring 30 days' written notice to Licensors prior to any change or cancellation shall be furnished to Licensors prior to Licensee's occupancy of the Premises. If Licensee is self-insured for liability, in lieu of providing the insurance requirement by Paragraph 8, Licensee shall provide a letter to Licensors stating that fact.

Handwritten signature: J. M. MURKOV

10. Interference

In the event the Licensors determine that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Licensed Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

11. Permit

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

12. Compliance

Should Licensee fail or neglect to comply with any terms or conditions of this License Agreement or to comply with any reasonable requirement of Licensor after thirty (30) days written notice and demand from Licensor, this License Agreement shall be subject to termination by Licensor. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

13. Notices

Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to Licensor: Multnomah County
Facilities & Property Management
Attn: Asset Management
401 N. Dixon Street
Portland, OR 97227-1865
Phone: (503) 988-3322
FAX: (503) 988-5082

If to Licensee: Keith Flewelling, Technical Services Manager
Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660
Phone: (360) 737-1911 X3946
FAX: (360) 694-1954

14. Assignment

No party of the Licensed Premises may be assigned or subleased, nor may a right of use of any portion of the Licensed Premises be conferred on any third party by any other means, without the prior written consent of Licensor.

15. Master Lease

- a. Licensee agrees to be subject to and comply with all covenants and conditions of the Master Lease, imposed on Licensor as the "Lessee" under the Master Lease, except as provided under this License Agreement at Paragraph 6, relating to the annual fee; and to refrain from any activity that would be construed as a breach or default under the Master Lease.
- b. Licensor represents and warrants that Exhibit "B" contains a true, correct, and complete copy of the Master Lease in effect at the time of the execution of this License Agreement. Licensee represents and warrants that it has read and is familiar with the terms of the Master Lease.
- c. Licensor has attached as Exhibit "C", a true, correct, and complete copy of the Licensor's Access and Beam Path Easement, ("Licensor's Easement") recorded in the property records of Skamania County, Washington. Licensor as the "grantee" under the

Licensor's Easement, has obtained certain access and other rights from abutting property owners with respect to and for Licensor's use of the Biddle Butte facility. Licensee represents and warrants that is has read and is familiar with the terms and conditions of Licensor's Easement and will refrain from any activity that would be construed as a breach or default under said Easement.

- d. Licensee warrants and represents to Licensor that Licensee will not need or use Licensor's Easement; and that Licensee will not need to obtain any similar type of instrument, grant, conveyance or agreement from abutting property owners of the Biddle Butte facility in order to conduct Licensee's activities under this License at said facility.

Licensor and Licensee have executed this Agreement as of the date first above written.

LICENSOR

MULTNOMAH COUNTY, OREGON

By: Ted Wheeler
Ted Wheeler, Chair

Date: 08-09-07

Reviewed:

By: Matthew O. Ryan
Matthew O. Ryan
Assistant County Attorney

Date: 8/9/07

LICENSEE

CLARK REGIONAL EMERGENCY
SERVICES AGENCY, a regional governmental
agency

By: Thomas E. Griffith
Name: THOMAS E. GRIFFITH
Title: DIRECTOR
Date: 20 JUL 2007

Reviewed:

By: E. Bronson Potter
E. Bronson Potter
Prosecuting Attorney, Civil Division

Date: 6/14/07

APPROVED: Department of Energy
Bonneville Power Administration

By: Michael DeKlyen
Name: MICHAEL DEKLYEN
Title: REALTY SPECIALIST

Date: July 16, 2007

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # 2-4 DATE 08-09-07

DEBORAH L. BOGSTAD, BOARD CLERK

Biddle Butte
 8' X 26' BUILDING 208 D
 10' X 40' X 6' CYCLONE FENCE

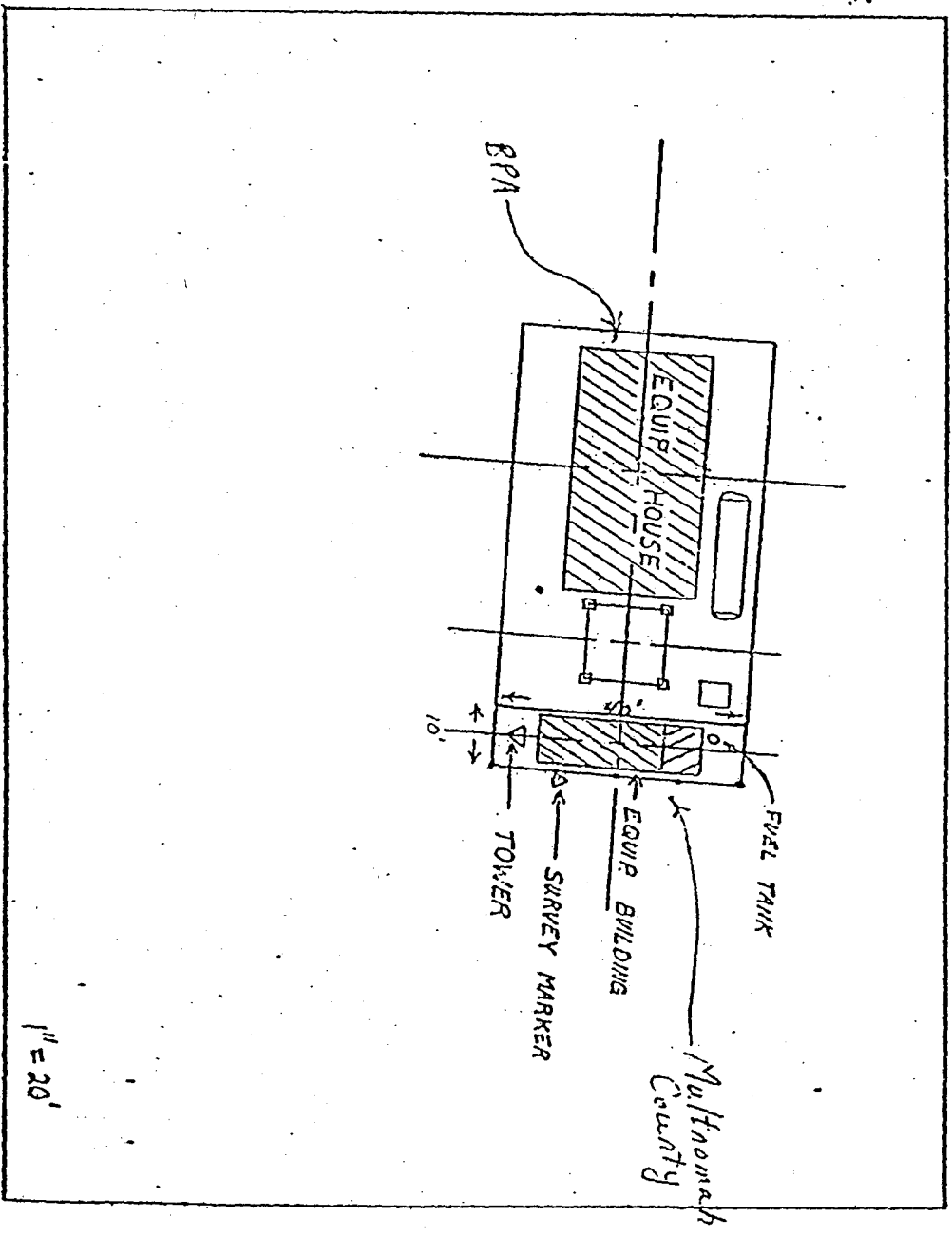


EXHIBIT A"



Department of Energy
Bonneville Power Administration
P.O. Box 61409
Vancouver, Washington 98666-1409

RECEIVED IN ADMIN
MAY 19 2005

May 12, 2005

Case No.930996
Tract No. Biddle Butte Microwave Radio Station Site
Lease No. DE-RL79-93BP75911

Debra Crawford, Property Management Specialist Senior
Multnomah County Facilities & Property Management
Atten: Asset Management-Leases
401 N. Dixon Street
Portland, OR 97227-1865

Dear Debra,

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site shall expire June 30, 2005. Your letter dated March 25, 2005 notified BPA that the lease would now be administered by Multnomah County's Facilities & Property Management Department, Asset Management Section (Multnomah County) and proposes to extend and amend said lease. BPA hereby agrees to extend and amend the lease

Accordingly, paragraphs 1 and 2(a)(b) of referenced lease are hereby modified as follows:

1. Term of Lease:

The term of this lease shall be from July 1, 2005, through June 30, 2010, subsequent terms shall be 5-years in length and be renewed at the option of Multnomah County and exercised by written notification provided to BPA 90 days prior to the expiration date, and with the consent of BPA, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of \$2,530 and 00/100ths Dollars (\$2,530) annually. Payments shall be due by close of business on this date and each anniversary date thereof. Payments not received by this date or its anniversary dates will accrue interest at the rate of 18.25 percent per annum from the anniversary date, until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

EXHIBIT
"B"

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75923, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

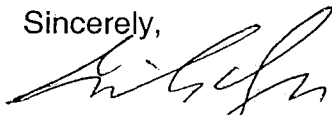
b. Said fee for use of the site will be subject to review at the beginning of each renewal term and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of any proposed revised annual rates.

All other terms and conditions of your present lease, as amended, will remain the same.

If this renewal is satisfactory to you, please sign and return the original of this letter. The extra copy is for your records.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

Sincerely,



Mike DeKlyen
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2005, through June 30, 2010, is hereby accepted.

Multnomah County

By: 

Title: Chair

Date: 7/11/05

bcc:

Official File - TR (Case No. 930996)

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY 

ASSISTANT COUNTY ATTORNEY

DATE 7/16/05

MJDeKlyen:mjd:x6414:03/31/05 (TSR\W\CASEFILE\930CASE#\930996_14.DOC)



Department of Energy
Bonneville Power Administration
P.O. Box 61409
Vancouver, Washington 98666-1409

L-101
RECEIVED IN ADMIN
DEC 02 2003
COPY

June 17, 2002

Case No. 930996
Tract No. Biddle Butte Microwave Radio
Station Site
Lease No. DE-RL79-93BP75911

~~Mr. Frank Ray~~
Contract Administrator
Multnomah County Sheriff's Office
501 S.E. Hawthorne Blvd. Suite 350
Portland, OR 97214

~~Dear Ray:~~

The lease issued to Multnomah County Sheriff's Office for joint use of the Bonneville Power Administration's (BPA) Biddle Butte Radio Station site expired June 8, 1999. Correspondence from our office dated February 23, 2001 acknowledging receipt of a letter from the Multnomah County Sheriff's Office requesting renewal of the lease; some time in the interim the individual that ran the Joint Use program here at BPA, moved on to another agency, and the thread which should have continued between our two organizations was broken, and no offer extending the lease was forthcoming from BPA to the Sheriff's Office. Now, this oversight had come to the attention of the Realty Group here at BPA, and we would like to correct the situation and offer this agreement to amend and renew the lease agreement for a 5-year term beginning as of the date that the lease expired, July 1, 2000 through June 30, 2005.

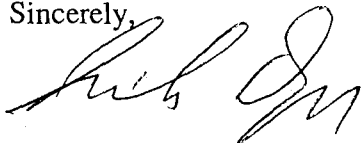
If this renewal is satisfactory to you, please sign and return the original of this letter, as soon as possible, in the enclosed business-reply envelope. The extra copy is for your records.

Also enclosed is a revised Exhibit "B" which should be attached to your lease, replacing the outdated exhibit.

If you have further questions, you may direct any communication to me at Bonneville Power Administration, Real Property Services (TR-TPP-4), P.O. Box 61409, Vancouver, Washington 98666-1409, or by telephoning me at (360) 619-6414.

COPY

Sincerely,

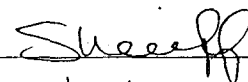
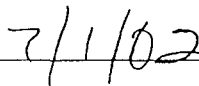


Mike DeKlyen
Realty Specialist

2 Enclosures

The above letter renewing this lease for the period July 1, 2000, through June 30, 2005, is hereby accepted.

Multnomah County Sheriff's Office _____

By:  _____Title:  _____Date:  _____

bcc:

Official File - TSR (Case No. 930996)

MJDeKlyen:mjd:x6414:06/17/02 (TSR\W:\CASEFILE\930CASE#930996_13.DOC)

GUIDELINES FOR
BPA RADIO STATION
JOINT USE AGREEMENTS
August 1, 1995
(Revised 3/7/02)

APPENDIX B
ENGINEERING AND INSTALLATION STANDARDS
for BPA RADIO STATION JOINT USE

Applicability:

These Installation Standards apply to new leases and any equipment installed after March 1, 1995, and to existing equipment if interference occurs to/from that equipment.

Isolators & Filters:

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. The isolator must be temperature compensated and have a dummy load capable of handling 1/2 the power of the transmitter on the antenna side. Additional filtering required according to frequency and interconnect devices are listed below:

- a. Transmitters in the 25 to 54 MHz range shall have isolation of at least 20 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 30 dB of attenuation 1.0 MHz removed from the operating frequency.
- b. Transmitters in the 66 to 88 MHz range shall have isolation of at least 25 dB followed by a band pass filter (or cavity) providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- c. Transmitters in the 130 to 225 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 25 dB of attenuation 1.0 MHz removed from the operating frequency.
- d. Transmitters in the 400 to 470 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.
- e. Transmitters in the 806 to 960 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.

A band reject duplexer (cross-notch duplexer) may not be used without a cavity/isolator outlined above.

A bandpass cavity or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver, which can radiate, causing interference.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

Coax Cable and Connectors:

Double shielded, double braided, or solid outer conductor cables shall be used to connect from radio equipment to isolators, cavities, duplexers, and other components. Double shielded or double braided cable must have more than 98.5% shield coverage. Single braid coax cable is prohibited. Jacketed coaxial cable is required, unjacketed transmission line of any type is prohibited.

"N" or "TNC" connectors shall be used rather than other non-constant impedance type connectors. Coax adapters are prohibited.

All antennas and transmission lines, including those not in immediate use, shall be terminated in their characteristic impedance to prevent re-radiation of intercepted signals or noise.

To facilitate troubleshooting, all antennae (on the base or back), coaxial cables or waveguides (where they exit the building) shall be identified with a rustproof tag indicating the licensee's name and the RF frequency.

Towers:

Towers, tower materials and tower construction must conform to recognized industry standards as applicable, including but not limited to EIA-222 current revision. Towers shall be fabricated from galvanized steel members and shall be self-supporting (no guy wires).

Tower Attachments and Metallic Objects:

Bare metallic ties, exposed metal wrap lock or wire of any kind are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Antenna mounting hardware shall be of galvanized steel. BPA Towers shall not be field-drilled or field-punched for mounting of hardware. All tower attachments shall be securely clamped to tower members only by means of compression-clamping devices designed for that purpose. Transmission lines are to be insulated from metallic structures/objects. Hardware capable of rusting, and dissimilar metals, are prohibited. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

Vinyl clad chain link fence shall be used for new construction and replacement.

Loose wires and loose metal objects are prohibited and shall be removed from the tower and site.

Waveguide entrance boots and entry plates shall be used where waveguide enters the building. The entry means shall be weathertight.

Electrical Safety, Grounding and Shielding:

For lightning protection the building should have lightning protectors at the entry plate for each Heliac/coax run. Waveguide/Heliac/coax should be grounded at the antenna and where leaving the tower. Ground connections shall be made to the station ground grid. No cadwelding shall be made to any tower.

Indoor electronic equipment shall be properly connected to the site grounding system and shielded. Grounding shall be done with copper strap or heavy copper braid connected to a station ground grid.

To reduce the chance of interference, all electronic equipment which is expected/required by its manufacturer to be in a closed metallic cabinet, shall be fully enclosed by both front and rear metallic doors. No modifications to the cabinet, and no routing of cable or wiring, shall be allowed which would prevent the doors from being fully closed, once installed.

The following shall apply to indoor power wiring:

- Only assigned electrical outlets shall be used.
- Additions or modifications shall not be made to any electrical distribution system within the building without first securing BPA's written permission.
- Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- Radio equipment shall have internal fusing to protect the supply circuit.
- Cord connections for radio equipment shall have a ground wire and the attachment plugs shall have a U-slot ground to provide a continuous ground from equipment to distribution panel.
- Radio equipment shall have its own surge protection.

Any commercial telephone cabling shall be run along the most direct path available between the Telephone protector/terminal block and the equipment racks/cabinets. All telephone cabling shall be secured to the wall with appropriate support brackets spaced no more than one foot apart. When telephone cabling must be run in areas away from the wall, it shall be run through conduit or shall be secured to the *underside* of the cable trays/ladders and tie-wrapped every 2 feet.

Lease No. DE-RL79-93BP75911
Tract No. Biddle Butte Microwave
Radio Station
Case No. 890087

LEASE
TO
MULTNOMAH COUNTY, OREGON
FOR INSTALLATION AT
BIDDLE BUTTE MICROWAVE RADIO STATION SITE

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Lessor") does hereby, subject to existing rights, if any, of other parties, leases to Multnomah County, Oregon, (hereinafter called the "Lessee") the right to install, operate, maintain, and remove radio equipment in/on Lessor's Biddle Butte Microwave Radio Station Site located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, subject to the following covenants and conditions:

1. Term of Lease: The term of this lease shall be from July 1, 1993, through June 30, 1994, and may be automatically renewed annually at the option of Lessee, for four (4) additional years, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of Three Thousand Three Hundred Twenty Four and 00/100ths Dollars (\$3,324.00) annually beginning July 1, 1993. Payments shall be due by close of business on the effective date of the lease term and each anniversary thereof. Payments not received by the effective date of the lease term or its anniversary will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term or anniversary until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75911, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

b. Said fee for use of the site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of revised annual rates.

3. General Provisions For Installation and Use:

- a. Installation of Lessee's equipment to be in accordance with the Technical Provisions attached hereto, marked Exhibit "A", and incorporated as a part of this lease.
- b. All work performed by Lessee, its contractors, or assignees pursuant to Exhibit "A" shall be done in accordance with applicable Federal, state, and local codes, regulations, and statutes.
- c. Except as specified in Exhibit "A", any wiring to Lessor's equipment, modification to said wiring, construction upon Lessor's tower, buildings, and ground, or any deviation from provisions stated in Exhibit "A" shall be performed only with the prior knowledge and written consent of Lessor.
- d. Placement of Lessee's facilities shall be performed in a timely and workmanlike manner and subject to the general guidance and direction of Lessor's Power System Control (PSC) Supervisor or his representative. Lessee's facilities shall not be placed so as to electrically or physically interfere with Lessor's use of the site, building, tower, or road.
- e. The installation of Lessee's facilities shall be kept neat and shall be maintained so as not to be hazardous to life or property. Debris shall be removed or otherwise disposed of so as to reduce threat of fire and/or degradation of the environment. Damage to Lessor's facilities shall be repaired promptly without cost to Lessor.

4. Lessee Equipment and Facilities: The installation, operation, maintenance, and removal of Lessee's equipment shall be without cost to and under the general supervision of Lessor, and subject also to such rules and regulations as it may from time to time prescribe. Lessee assumes all risk of loss, damage, or injury resulting from the presence of Lessee's facilities upon Lessor's microwave radio station site.

5. Interference During Initial Installation: In the event that radio frequency interference should result from Lessee's installations or connections to Lessor's facility, Lessee shall be responsible for immediately ceasing operation, disconnecting, and eliminating the interference to the satisfaction of Lessor before resuming operation.

6. Interference During Lessee Operations: In case interference results from Lessee's operations on this site, Lessor may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or other actions by Lessee render Lessor's equipment unusable, Lessee, upon notification by Lessor, shall immediately cease such operations or actions. Lessee will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of Lessor.

7. Elimination of Interference: Elimination of interference shall be accomplished first by modification of Lessee's equipment and then, if not corrected, by modification of Lessor's equipment at the expense of Lessee.

8. Incompatibility between Lessor/Lessee Radio Systems: In the event that Lessor determines that an existing incompatibility between Lessor's and Lessee's radio systems cannot be corrected, Lessee shall cease transmitting operations immediately, and this lease shall cease and terminate.

9. Termination/Cancellation:

a. If it is determined that this site is excess to the needs of Lessor, or should Lessor dispose of this site in the future, this lease is subject to cancellation after ninety (90) days' written notice to Lessee.

b. If the space occupied by Lessee is needed by another Federal agency, Lessor may terminate this lease after nine (9) month's written notice to Lessee.

c. If exclusive use of the site is required by Lessor, Lessee shall receive ninety (90) days' written notice within which to cease and terminate transmitting operations and remove Lessee's equipment.

d. Should the rights specified herein no longer be used or needed for Lessee's radio equipment for a one (1)-year period, or any abandonment thereof, this lease shall automatically terminate.

e. Lessee may terminate this lease upon ninety (90) days' written notice prior to the ending date of each annual period.

f. If the annual rental becomes delinquent 30 days after the date payment is due, as specified in item 2a herein, this lease may terminate at the option of the Lessor.

g. IF AT ANY TIME LESSEE SHOULD DEVIATE FROM THIS LEASE IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL BY LESSOR, THIS LEASE SHALL BECOME VOIDABLE AT LESSOR'S OPTION.

Lessor's waiver or consent to a deviation shall not constitute a waiver for future deviations.

10. Removal of Equipment: On or before this lease terminates or is cancelled, as provided for in conditions 8, 9, and 11 herein, Lessee shall remove all of its property from the site and repair any damage resulting therefrom to a condition satisfactory to Lessor, reasonable wear and tear and damage by the elements or circumstances over which Lessee has no control, excepted. Any of Lessee's equipment remaining in/on this site after thirty (30) days following termination/cancellation of this lease shall be disposed of by Lessor in a manner that Lessor deems appropriate. If Lessee is unable to remove its equipment within this time frame, Lessee may request Lessor's approval for additional time by written notice to Lessor.

11. Lessee Authorizations: Lessee shall keep Lessor informed of the actual transmitted and received signal frequencies and power in use at the site, as well as informing Lessor of impending changes in these parameters. All frequencies transmitted by Lessee at this site shall be authorized with current licenses from the Federal Communications Commission, or proper governmental authority. If Lessee's authorization for radio frequency operation at this site expires, is revoked, or otherwise terminated, this lease shall immediately become null and void.

12. System Integrity: Lessee agrees to exercise care and caution to preserve the integrity and security of Lessor's operational systems, equipment, and facilities at the joint-use site covered by this lease. Any breach in station integrity or security will result in the Lessee being denied access to the station.

13. Subleasing: Lessee shall not allow other users to occupy space at this site or otherwise use any of Lessee's equipment.

14. Access:

a. Roads:

(1) Lessee shall be responsible for securing approval of the legal owner of the property involved for use of the access road. Lessee's use of the access road shall not damage or impair the use of the road by Lessor, and prudent nondetrimental use shall be made and access shall be limited to the times and frequency required by normal equipment maintenance schedules.

(2) If the road is damaged by Lessee or its contractors, Lessee shall repair and restore the road to a condition driveable by a 2-wheel drive vehicle.

b. Facilities:

(1) Access to Lessor's buildings, towers, or fenced areas, for any reason, shall be in accordance with Lessor's established rules of entry as outlined in Exhibit "B" and applicable OSHA safety regulations in effect at the time of access.

(2) Access to Lessor's buildings and or tower, for any reason, will be granted to Lessee's employee(s) named in writing who comply with Lessor's PSC Maintenance Procedure entitled "Non-BPA Worker Entrance to Microwave Stations", dated April 1, 1991, and attached hereto as Exhibit "B". Keys will be issued to the above-named individual(s) only and shall remain the property of Lessor.

15. Liability: Lessee assumes all risk of loss, damage, or injury which may result from Lessee's use of this site, except for such loss, damage, or injury for which Lessor may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to Lessor's property caused by or resulting from Lessee's use of this site may be repaired by Lessor and the actual cost of such repair shall be charged to and paid by Lessee.

16. Environmental Responsibilities: Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or Federal laws or regulations applicable to the facility. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee. Violation of such requirements by Lessee shall make this agreement voidable at Lessor's election.

17. Transfer of Rights: This lease is not assignable or transferable without the prior written concurrence of Lessor.

18. Point of Contact:

a. Lessee shall keep Lessor informed in writing the name, address, and phone number of the current individual and alternate serving as the point of contact.

CONTRACT #: 8004

ORIGINAL

b. Lessor's and Lessee's point of contact for access, installation, and operations under this lease are as follows:

Lessor

Dale Hing
Lower Columbia Area PSC
P.O. Box 3621
Telephone: (503) 230-4576

Lessee

Undersheriff Charles Fessler
12240 NE. Glisan Street
Portland, OR 97230
Telephone: (503) 255-3600

Execution of this lease supersedes Contract No. DE-RL79-88BP49099 issued July 1, 1988, to Multnomah County, Oregon.

Issued at Portland, Oregon, this 8th day of September 1993.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Rene M. Fenna
Chief, Land Management Section

The above lease is hereby accepted and its terms agreed to this 27 day of July 1993.

MULTNOMAH COUNTY, OREGON

By Bd. Supper by REA

Title: Sheriff

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Sandra G. Duff

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 6-5 DATE 7-22-93
Charles H. Fessler
BOARD CLERK

6

(MMLC-0016:b:89008703)

Lease No. DE-RL79-93BP75911
Tract No. Biddle Butte Microwave
Radio Station
Case No. 890087 930996

MULTNOMAH COUNTY
ACCESS AND BEAM PATH EASEMENTS
(BIDDLE BUTTE, WASHINGTON, MICROWAVE SITE)

ERSKINE B. WOOD, owner of an undivided one-half interest in his separate estate, and ALICE BIDDLE BEEBE, HELENE BIDDLE DICK, CHRISTINE BIDDLE MARSHALL, and LYDIA BIDDLE MIDDLETON, each trustee for one-fourth of an undivided one-half interest in the separate estate of Alice T. Biddle, hereinafter called "grantors", for the sum of Twenty Thousand Dollars (\$20,000), do hereby grant, bargain, sell and convey to Multnomah County, Oregon, as follows:

1. Access Easement

An easement, in common with grantors, the public and the United States of America, to use, maintain and improve the existing road extending through the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, from that parcel of land consisting of 0.69 acres conveyed by grantors to the United States of America by warranty deed November 18, 1952, and recorded at page 158, Book 36 of Deed Records of Skamania County, Washington, to its junction at easterly property line with grantors' easement, described in Deed Book "N", page 227, records of said County; thence over said easement from easterly property line to the County Road along the following described route: Beginning at a point 1246.5 feet north and 792 feet east of the corner of Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, thence north 53° 20' east 1244.8 feet, thence north 20° 05' east 334.4 feet, thence north 301.6 feet to a point in center of County Road.

2. Beam Path Easements

The right to enter upon and clear all trees and to keep



EXHIBIT "C"

clear of all trees, timber and man-made structures above the elevation 1452 feet (said elevation being the approximate ground elevation at the center of the United States of America site for grantee's microwave transmission tower, said tower center being N 12° 05' 22" E 842.30 feet from the corner common to Sections 8, 9, 16 and 17, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington) from three beam paths as hereinafter described across a parcel of land in said Sections 8 and 9 and described as follows:

Beginning at a point 330 feet North of said corner common to Sections 8, 9, 16 and 17; thence East 792 feet; thence North 981.2 feet to the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 9; thence West along said North line to the northwest corner thereof; thence West 539.7 feet along the north line of the S $\frac{1}{2}$ S $\frac{1}{2}$ of said Section 8; thence South 981.2 feet; thence East 539.7 feet to the point of beginning; EXCEPT a tract of land containing 0.69 acres conveyed to the United States of America by deed dated November 18, 1952, and recorded at Book 36, page 158, Deed Records, Skamania County, Washington;

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 71° 28' 53" W 1000', more or less, to the west line of the above described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each side of a line which begins at said tower center and runs S 76° 42' 18" W 1000 feet, more or less, to the west line of the above-described parcel of land; and

which lie within a strip of land 30 feet in width, 15 feet on each

side of a line which begins at said tower center and runs S 80° 41' 36" W 1000 feet, more or less, to the west line of the above-described parcel of land; all as depicted upon that sketch attached hereto as Exhibit "A".

The bearings of the center lines refer to Washington Coordinate System-South Zone.

Multnomah County may, at its election, remove any salvageable material from said tract within six months after notice of non-use for beam path purposes has been given to grantors.

Grantors covenant to and with Multnomah County, and its assigns, that the title to all brush and timber cut and removed from said parcel of land within the said beam path easements is and shall be vested in Multnomah County, and its assigns, and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

Multnomah County covenants that it, and its contractors and assigns, will exercise care in entering upon said tract with regard to the protection of the adjoining land, fences for stock, crops and structures.

Terms and Conditions

1. Termination. Easements granted herein shall terminate either upon thirty (30) days written notice to grantors by Multnomah County or at such time as the United States, by and through Bonneville Power Administration, abandons its communications use upon its 0.69 acre site atop Biddle Butte, as described hereinabove.

2. On or before termination as provided herein, County shall remove all its property from the BPA site and repair any damage resulting therefrom to a condition satisfactory to grantors, reasonable wear and tear and damage by the elements or circumstances over which County may have no control shall be excepted.

3. Installations. Grantors covenant not to assert any claim of right to participate in or control the manner of siting or design of any structure to be erected by Multnomah County upon land to be served by the easements granted herein.

4. Access Easement Improvements. Grantors covenant that Multnomah County shall be permitted to perform such maintenance and repairs upon the access road to such extent as Multnomah County reasonably deems necessary and grantors shall not unreasonably oppose any such improvements.

DATED this 20 day of June, 1977.

Erskine B. Wood
Erskine B. Wood



SUBSCRIBED AND SWORN TO before me June 20, 1977.

Melinda J. Phelps
Notary Public for Oregon
My Commission expires 2-23-79

SUBSCRIBED AND SWORN TO before me 5-26, 1977.

5042

No. _____
TRANSACTION EXCISE TAX

AUG 23 1977
Amount Paid 200.00 + 4.00 penalty

Skamania County Treasurer
By Beverly J. Halligan Dep

Alice Biddle Beebe

Alice Biddle Beebe
Notary Public for Oregon
My Commission expires 3/16/77

Barbara E. Cunningham

Helene Biddle Dick

Helene Biddle Dick

SUBSCRIBED AND SWORN TO before me 5/26, 1977.

Barbara P. Cunningham

Notary Public for Oregon

My Commission expires 3/16/79

Christine Biddle Marshall

Christine Biddle Marshall

SUBSCRIBED AND SWORN TO before me June 8, 1977.

Betty J. Dickey

Notary Public for Bellevue, WA

My Commission expires April 15, 1979

Lydia Biddle Middleton

Lydia Biddle Middleton

SUBSCRIBED AND SWORN TO before me June 2, 1977.

Rebecca S. McKeown

Notary Public for St. George, VA

My Commission expires 11/19/78

Middle Route
County Road Path Elements:

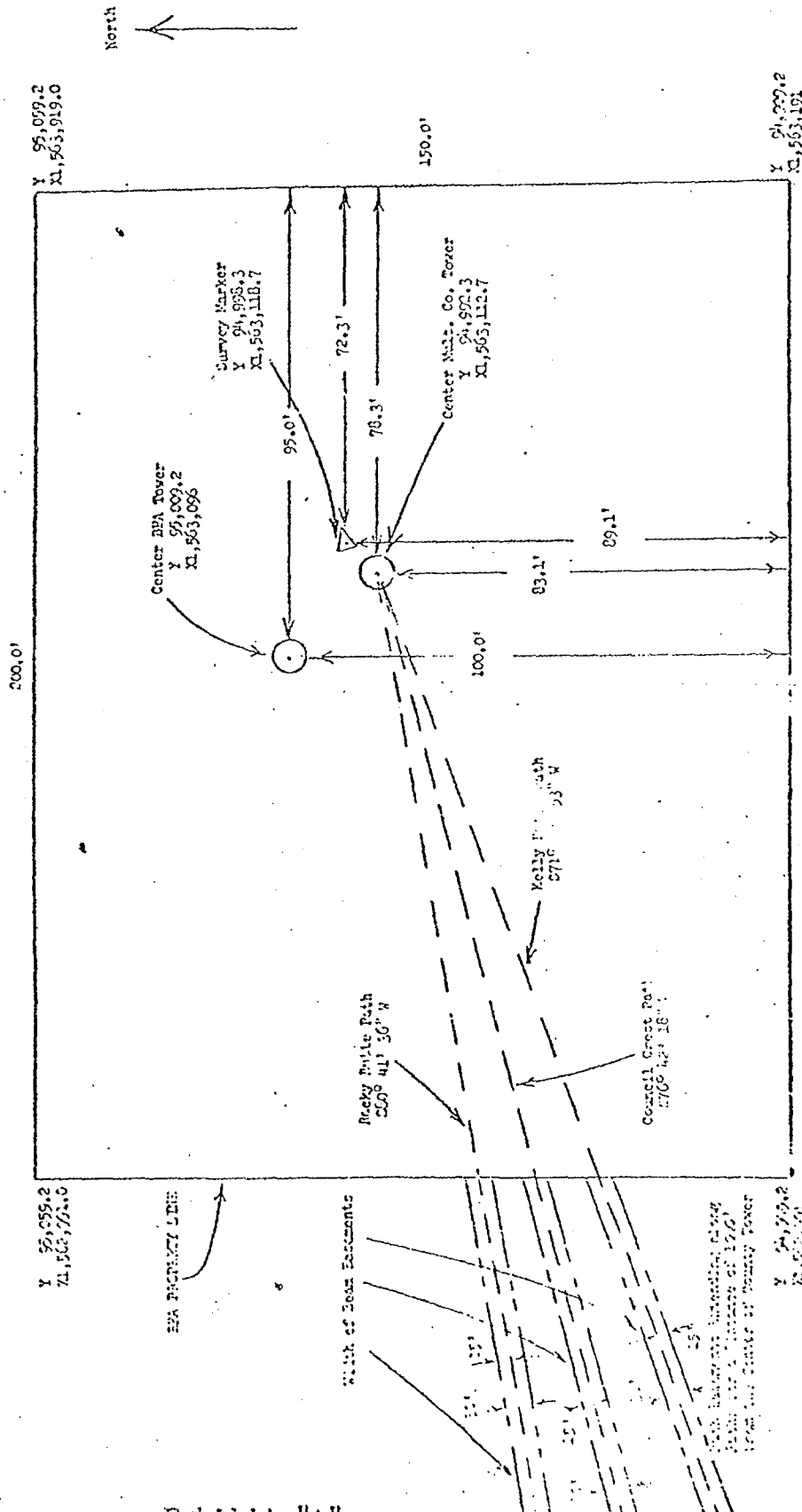


Exhibit "A"

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing)
Purchase of Easements to Service) ORDER
Biddle Butte Microwave Station)
Site.)



This matter is before the Board upon recommendation of the Director of the Department of Justice Services that Multnomah County purchase certain road access and microwave beam path easements from owners of real property located in Skamania County, Washington, at a site commonly known as Biddle Butte, upon which Multnomah County proposes to erect a microwave transmission station to enhance Public Safety radio communication within the Columbia River Gorge and that said easements are essential to establishment of such facility; and

It appearing to the Board that the owners of the real property over which Multnomah County proposes access and to project microwave transmission are agreeable to granting easements therefor, as contained in the exhibit attached hereto, for the sum of \$20,000, and subject to the terms and conditions described therein; and

It further appearing that acquisition of said easements will permit Multnomah County to establish a long-needed facility to provide optimum Public Safety radio communications capacity within a critical area of the County and thereby best serve the health, safety and welfare of the residents of Multnomah County; now, therefore, it is hereby

ORDERED that a warrant in the amount of \$20,000 be issued, payable to Hugh L. Dick, as attorney for the grantors of said easements, and be delivered to County Counsel for completion of those acts necessary to acquire the easements herein described and authorized hereby.

DATED this 23 day of June, 1977.

State of Oregon)
County of Multnomah) ss

I, Laura Vodjansky Asst. Clerk of the Board of County Commissioners of Multnomah County, Oregon, do hereby certify that the foregoing copy of Order has been compared by me with the original, as the same appears of record in my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of County Commissioners this 24th day of June, A. D., 1977.

Laura Vodjansky
Asst. Clerk of Board of
County Commissioners