

FOR THE PURPOSE OF APPROVING THE ) RESOLUTION NO. 97-2512  
LEASE AGREEMENT WITH WESTERN PCS )  
I CORPORATION FOR CELL SITE FACILITY ) Introduced by Mike Burton,  
AT METRO WASHINGTON PARK ZOO ) Executive Officer

WHEREAS, Western PCS I Corporation has negotiated with Metro Washington Park Zoo for the lease of creation space located in the zoo employee parking lot to attach a whip antenna to a wooden light pole located on the property; and

WHEREAS, this lease agreement is competitive with other leases and requires minimal space in the employee lot; and

WHEREAS, Western PCS I Corporation will pay Metro Washington Park Zoo a fee of \$5,000 at lease commencement and a monthly fee of \$550; and

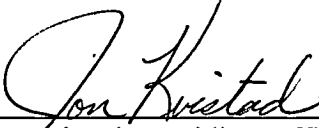
WHEREAS, Western PCS I Corporation will automatically adjust the monthly rent after the first year in proportion to the change in all the "All Items" category as stated in the Cellular Site Lease Agreement (Attachment 1 to Staff Report);

WHEREAS, the property which is the subject of the lease is not needed for other public use during the duration of the lease, and this lease agreement is in the public interest of the Metro Washington Park Zoo;

BE IT RESOLVED,

That the Metro Council hereby approves the lease agreement entered into between Western PCS I Corporation and Metro Washington Park Zoo.

ADOPTED by the Metro Council this 19<sup>th</sup> day of June, 1997.

  
\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to form:

  
\_\_\_\_\_  
Daniel B. Cooper, General Counsel

ATTACHMENT 1  
CELLULAR SITE  
LEASE AGREEMENT

THIS LEASE, entered into and effective as of the 15th day of June, 1997, between Metro, a Municipal Corporation of the State of Oregon ("Lessor"), 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 and WESTERN PCS I Corporation, 7535 N.E. Ambassador Place, Suite B, Portland, Oregon, 97220. ("Lessee").

1. Lease Description. Lessor owns the Metro Washington Park Zoo employee parking lot described on "Exhibit A", attached hereto (the "Property"). Subject to all of the provisions herein, Lessor hereby leases to Lessee certain space located on the Property for Lessee's Cell Site Facility (as defined herein) as shown on the Site Plan attached hereto as "Exhibit B" (the "Premises"). A portion of Lessee's Cell Site Facility shall be located on and attached to a wooden light pole located on the property.

2. Term. Subject to Sections 6 and 7, this Lease shall be for an initial period of five (5) years. The five year period shall commence on the effective date of this Lease. Lessor grants Lessee the right to renew the underlying Lease for five (5) additional five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

3. Payment Provisions. (a) Lessee shall pay Lessor the sum of five thousand dollars and no/100 (\$5,000.00) upon the commencement of the Lease and, as rent, the sum of five hundred dollars and no/100 (\$500.00) per month during the first year of the Lease. At the beginning of each year thereafter, the monthly rent shall automatically be adjusted in the proportion to the change in the "All Items" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the U.S. Department of Labor for the Portland Metropolitan Statistical Area (1982-84 = 100) (the "Index"). The first adjustment shall be based on the amount, if any, by which the aforementioned Index for the first calendar year of the Lease term has changed from the Index for the calendar year preceding the commencement of the Lease term. Subsequent adjustments will be based on the amount, if any, by which the aforementioned Index for each subsequent calendar year of the Lease term has changed from the Index for the calendar year of the preceding 12-month period. If the aforementioned Index is discontinued, the parties agree to use a locally available comparable substitute. Rent shall be payable on the first day of each month, at such place as may be designated by Lessor, except that for rent the first month shall be paid upon execution of this Lease, and Lessor acknowledges receipt of the same.

(b) Payment of Utilities Charges. Lessee shall also pay when due all charges for electrical services incurred in connection with the use, occupancy, operation and maintenance of the Premises. If the charges are not separately metered or stated, Lessee shall pay fifty dollars and no/100 (\$50.00) monthly as its apportioned share of electrical services.

4. License. Lessee has been granted a license (the "License") by the Federal Communications Commission (the "FCC") to construct a Personal Communication Services

radio communications system in the Portland Metropolitan Statistical area. Lessee shall be authorized to use the Premises as a site for such system, as more fully described in Section 5 below.

5. (a) Use of Site. Lessee shall have the right to erect and maintain on the Premises personal property and facilities used to transmit its radio signals, including any number of radio transmitting and receiving antennas, electronic equipment to be located in a shelter or on a pad, cables and related equipment (collectively hereinafter referred to as the "Cell Site Facility"). Lessee shall have the reasonable right to upgrade and replace the equipment constituting the Cell Site Facility. Lessor acknowledges that it has been apprised on the extent of such construction as depicted on Exhibit "B" attached hereto. Design review and final details of the site modifications and any equipment other than depicted on Exhibit "B" shall be approved by the Lessor prior to installation. Lessee shall notify Lessor in writing two weeks prior to the construction and installation of the Cell Site Facility at the Premises. Lessee shall restore the Property to the same condition as found at the start of the installation work as soon as all installation work is completed. The Cell Site Facility shall, subject to all of the provisions herein, remain the exclusive property of the Lessee and shall be removed within one (1) month by Lessee at the termination of this Lease or due to technological advances which make the Cell Site Facility unnecessary. Lessee, upon termination and removal of the Cell Site Facility from the Premises, shall restore to the Lessor's reasonable satisfaction, any areas specifically damaged by the attachment and/or removal of the above improvements from the Premises.

(b) Maintenance. The Cell Site Facility shall be erected and maintained at the expense of Lessee, and at its sole risk. Lessee shall maintain the Cell Site Facility including antenna, equipment shelter and any other components of the Cell Site Facility. Any graffiti placed on the equipment shall be removed within one (1) week after notification by Lessor. Lessor shall maintain the pole in good condition and repair at its sole cost and expense except for any maintenance related to or caused by the existence of Lessee's equipment on the pole which shall be at Lessee's sole cost and expense.

(c) Indemnification. Lessee will defend, indemnify and hold harmless Lessor, its officers, agents and employees, from any liability, loss or damage Lessor may suffer (including any reasonable attorneys' fees and expense) as a result of claims, demands, actions, suits, costs or damages against Lessor of any kind whatsoever in connection with or arising out of (1) any violation of law, ordinance or covenant or condition of this Lease by Lessee, its agents, employees, invitees or visitors, or (2) any injury or damage occurring to any person or to property of any kind belonging to any person from any cause or causes whatsoever while on or in any way connected with any portion of the Premises during the term of this Lease. However, this provision shall not be construed to relieve Lessor from responsibility for any loss or damage caused to Lessee or others solely as a result of negligence or willful acts of Lessor or its employees. Lessee shall give Lessor prompt notice in case of casualty or accidents on the Premises. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Lessor's sole negligence, and Lessee waives all claims in respect thereof against Lessor.

(d) Utility Services. Lessor understands that Lessee may be required to supply the Premises with utilities and/or to improve the present utility service to the Premises.

Lessee shall have the right to install and bring utilities on and to the Premises. Lessor and Lessee agree to negotiate in good faith to determine the manner in which any such utility services will be supplied to the Premises.

(e) Access. Lessor shall provide Lessee reasonable access over the Property to the Premises at all times during the Lease for the purpose of constructing, servicing, maintaining, or removing the Cell Site Facility.

(f) Services to the Premises/Liens. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from all liens.

(g) Lessee's Rights Non-Exclusive. Subject to Section 20 of this Lease, nothing in this Lease shall be construed as limiting Lessor's right to lease the Property or other areas for any other uses, including but not limited to additional antenna sites for facilities similar to or the same as Lessee's provided, however, that no other facilities shall be located on the pole.

6. Termination By Lessor. (a) Lessor shall have the right to terminate this Lease, by written notice to Lessee, if an event of default by Lessee occurs and if Lessee has not corrected such default or begun correction within 30 days after written notice from Lessor. An event of default by Lessee shall occur if Lessee (1) fails to pay any rent on or before the date due, (2) fails to fulfill any obligations or term of this Lease, or (3) is deemed insolvent, makes an assignment in bankruptcy, or fails to secure dismissal of an involuntary bankruptcy, or petition within a reasonable time.

(b) After the initial five-year term and the first Renewal Term, if any, Lessor may terminate this Lease if, in the sole judgment of the Lessor, Lessor needs the Premises as part of Lessor's responsibility to provide its services, provided Lessor gives Lessee written notice 24 months in advance of Lessor's need to re-enter the Premises. Lessor may immediately suspend Lessee's right to operate its equipment or require Lessee to remove its equipment from the premises upon written notice to Lessee, for reasons of public health, safety, or emergency reasons which, in the reasonable judgment of the Lessor, requires Lessee's immediate suspension of operations or removal of its equipment. If the act or event which led to such suspension is not cured within 60 days, either party shall have the right to immediately terminate this Lease upon written notice to the other party.

7. Termination By Lessee. Lessee shall have the right to terminate this Lease, by written notice to Lessor, upon the occurrence of any of the following events:

(a) If Lessor defaults in observing any covenant or term hereof and fails to correct such default or commence correction of such default within 30 days after written notice from Lessee.

(b) If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of the Cell Site Facility cannot reasonably be obtained, or if Lessee reasonably determines the cost of obtaining such approval is prohibitive.

(c) If Lessee reasonably determines that the Premises are not appropriate for a Cell Site Facility for technological reasons, including, but not limited to, signal interference.

(d) At any time if the License is revoked, materially amended or suspended.

8. Effect of Termination. Upon notice to terminate by Lessor or Lessee under Sections 6 or 7 above, the Lease shall terminate and be of no further force and effect, except for the requirements set out in Section 5 and Section 15.

9. Real Property Taxes. Upon commencement of the Lease, real property and/or excise taxes for the Premises shall be the responsibility of the Lessee. Lessee shall annually furnish proof to the Lessor that any taxes due have been paid. Should the Lease be terminated by either Lessor or Lessee, Lessee shall be responsible only for a prorated amount based on the date of termination of the Lease.

10. Insurance. Lessee shall maintain public liability and property damage insurance including automobile liability insurance and a fire legal liability endorsement, that protects Lessee and its officers, agents and employees from risks, claims, demands, actions and suits for damage to property including without limitation cracking or breaking of glass, or personal injury, including deaths, arising directly or indirectly from Lessee's activities or any condition of the Premises. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the terms of this Lease. Lessee's commercial general liability policy shall name as additional insureds Lessor Metro, the Metro Washington Park Zoo, and their elected officials, officers, agents and employees. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to Metro's Risk and Contract Manager. If the insurance is canceled or terminated prior to termination of the Lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. Lessee shall maintain on file with Metro's Risk and Contract Management a certificate of insurance certifying the coverage required by this section. The adequacy of the insurance shall be subject to the approval of Metro's General Counsel. Failure to maintain liability insurance shall be cause for immediate termination of the Lease by Lessor. A copy of Lessee's liability insurance certificate will be forwarded under separate cover.

Lessor shall have the right to review the limits of insurance required by this section at any time this Lease is renewed. In the event Lessor reasonably determines that such limits should be increased or lowered, Lessor shall provide notice to Lessee of such determination and Lessee shall, if the limits are increased, modify its coverage to comply with the new limits and provide Lessor with an updated certificate. Under no circumstances shall Lessor be responsible for or provide insurance to cover loss or damage of Lessee's equipment or personal property.

11. Force Majeure. If a material portion of the Premises or Lessee's improvements thereon are destroyed or damaged by fire, windstorm or other catastrophic event, Lessee may elect to terminate the Lease effective as of the date of the damage or destruction by notice given

to Lessor in writing not more than 45 days following such date. In such event, all rights and obligations of the parties shall cease as of the effective date of termination, except for the requirements set out in Section 5 and Section 15.

12. Assignment/Sublease/Security Interest. (a) Lessee may assign this Lease upon written notice to Lessor, to any person controlling, controlled by, or under common control with Lessee, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Lessee's radio communications business and assumes all obligations of Lessee under this Lease. Lessee may otherwise assign this Lease upon written approval of Lessor, which approval shall not be unreasonably delayed or withheld.

(b) [Intentionally deleted]

(c) Lessee shall only have the right to mortgage or otherwise grant a security interest in Lessee's interest in this Lease and the Improvements. Lessor shall at no time be required to subordinate its fee simple interest in the Property to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Property as collateral or additional security. Lessor shall not be required to join in executing any documents by which any lender's line is created.

(d) Subject to the foregoing, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Cell Site Facility, and may assign this Lease and the Cell Site Facility to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease.

(e) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 6 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Lessee upon entering into a financing agreement. Failure by Lessor to give Mortgagee such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagee to cure any default. Mortgagee shall have the right to remove any property of Lessee or Mortgagee located on the Premises at any time during the Lease term.

13. Notices. Any notice required or permitted under this Lease shall be given when actually delivered, or 48 hours after deposited in the United States mail as certified mail, addressed to the addresses as specified below, or as from time to time changed by either of the parties in writing.

Lessor: Metro Washington Park Zoo  
4001 S.W. Canyon Road  
Portland, Oregon 97221-2799

With a Copy to: Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Lessee: Western PCS I Corporation  
2001 NW Sammamish Road, Suite 100  
Issaquah, WA 98027  
Attn: PCS Leasing Administrator  
Phone: (206) 313-5200  
Fax (206) 313-5520

With a Copy to Western PCS I Corporation  
2001 NW Sammamish Road, Suite 100  
Issaquah, WA 98027  
Attn: Legal Department  
Phone: (206) 313-5200  
Fax (206) 313-5520

14. Rental. If this Lease terminates at a time other than the end of one of the specified rental periods, then the rent shall be prorated as of the date of termination, and in the event of termination for reasons other than default of Lessee, all prepaid rent shall be refunded to Lessee or paid on its account. In the event of termination due to default of Lessee, any prepaid rent shall be retained as the property of the Lessor.

15. Succession. This Lease shall run with the Property described in Exhibit "A". This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become parties hereto. Lessee and its assigns, if any, shall only use the site for a cellular radio communications system. Other forms of communication must be approved by the Lessor prior to implementation.

16. Payment Location. Per Section 3 ("Payment Provisions") the place designated by Lessor for payment of the monthly rent for the Antenna Site Lease Premises is:

Metro Washington Park Zoo  
4001 S.W. Canyon Road  
Portland, Oregon 97221-2799

or such location as may be requested in writing by Lessor's Department Director. Payment shall be by a check made payable to Metro.

17. Miscellaneous.

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no



representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(b) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by the Lessee with no obligation to the Lessor.

(d) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(f) Any actions or lawsuits by one party to the Lease against the other arising out of the Lease or of conduct, acts or activities of the Parties hereunder will be governed by Oregon Law and shall be maintained in the Circuit Court of the State of Oregon, in and for Multnomah County, or if jurisdiction is proper, the United States District Court for the District of Oregon. No such action against the Lessor may be maintained except in the State of Oregon. Lessee consents to the maintenance of any such action by the Lessor against it in the Circuit Court of the State of Oregon, in and for Multnomah County, or if jurisdiction is proper, the United States District Court for the District of Oregon.

18. Environmental Laws. Lessee represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined below). Lessor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined below) as of the date of this Lease.

Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Property.

Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising from Lessee's activities on the Property.

To the extent permitted by the Oregon Constitution, and subject to the limitations and exclusions contained in the Oregon Tort Claims Act, ORS 30.275, et seq., Lessor agrees to defend, indemnify and hold Lessee harmless from and against any all claims, causes of action,

demands and liability include, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Lessor's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section 18 specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

19. Quiet Enjoyment, Title and Authority. Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Lessee which will not interfere with Lessee's rights to or intended use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

20. Interference. Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or Lessees or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its Lessees, licensees, employees, invitees or agents to use, any portion of Lessor's properties in any way which

interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

21. Reconfiguration of Employee Parking Lot. Lessee acknowledges that Lessor is now planning a reconfiguration of the existing employee parking lot. Such reconfiguration may require:

- (a) The relocation of the existing wooden light pole; and/or
- (b) The installation of a new pole or poles.

Should Lessor desire to relocate or replace the existing pole, which is the subject of this Lease, Lessor shall use its reasonable best efforts to locate a replacement or new poles in a location that will provide Lessee radio-signal strength and coverage at least equal to that obtained by Lessee on the existing pole. The relocation of any of Lessee's equipment on a new pole shall be at Lessee's sole cost and expense, and Lessor and Lessee will cooperate in any relocation. If Lessor decides to relocate the existing wooden pole and Lessee shall locate its equipment on the relocated pole, then Lessee shall perform the relocation at its cost and expense and Lessor and Lessee shall cooperate in the same including scheduling of work to minimize any "down time" to the operation of Lessee's equipment. Lessor will be solely responsible for the cost of any new or replacement poles. If Lessee reasonably determines that the existing wood pole needs to be replaced as part of a relocation because of the condition of the portion of the pole which was buried underground, Lessee shall replace such pole itself and shall be entitled to a credit against rent for the cost of the pole (including shipping). If despite using its reasonable best efforts Lessor is unable to locate the new or replacement poles so that Lessee obtains signal strength and coverage at least equal to that obtained on the existing pole or Lessor is unable to obtain zoning approval for Lessee's antennas on the new or relocated pole(s), then Lessee shall have the immediate right to terminate the Lease. In such case, neither party shall be liable to the other party for such termination. Lessee shall bear the cost of obtaining zoning approval for the placement of its equipment on the relocated pole.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument, any corporation signature being by authority of the Board of Directors.

METRO

WESTERN PCS I CORPORATION

\_\_\_\_\_  
Mike Burton  
Executive Officer

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathleen A. Pool, OSB No. 85106  
Of Attorneys for Metro

\_\_\_\_\_  
Chresten J. Gram, OSB No. 90276  
Of Attorneys for Western PCS I Corporation

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5/2/97

## STAFF REPORT

### **CONSIDERATION OF RESOLUTION NO. 97-2512 FOR THE PURPOSE OF APPROVING THE LEASE AGREEMENT WITH WESTERN PCS I CORPORATION FOR CELL SITE FACILITY AT METRO WASHINGTON PARK ZOO**

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Date: June 17, 1997

Presented by: Kathy Kiaunis

#### PROPOSED ACTION

Approval of lease agreement entered into between Western PCS I Corporation and Metro Washington Park Zoo for placement of a whip antenna in the zoo's employee parking lot at Gate A.

#### FACTUAL BACKGROUND

Western PCS I Corporation has negotiated with the zoo for the lease of certain space located in the zoo employee parking lot to attach a whip antenna to a wooden light pole located on the property. Although currently not required, it is possible that Western PCS will need to place a 4 ft. by 4 ft. electrical box near the base of the light pole at some later date.

Western PCS had originally desired to build a cell tower in the employee parking lot. At that time, a lease rate of \$1,500 per month was determined to be competitive, based on other Metro leases, and surrounding facilities. Since that time, Western PCS has decided to pursue a new technology (a whip antenna attached to a light pole.) The initial agreement would have required over 700 sq. ft. of ground space and the current proposal requires none.

With the revised agreement, Western PCS will pay Metro Washington Park Zoo \$5,000 at the commencement of the lease and \$550 per month during the first year of the lease. At the beginning of each year thereafter the monthly rent shall automatically be adjusted in proportion to the change in the "All Items" category of the CPI, as stated in the Cellular Site Lease Agreement (Attachment 1). The new lease is competitive based on a review of six other area leases for \$500 for antennas or cell towers within the Metro area.

The zoo is still examining the possibility of leasing space for a cell tower with other interested cell service providers.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 97-2512.