

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-1979
A LONG TERM LEASE AGREEMENT)
OF PROPERTY FOR A CELLULAR)
TELEPHONE ANTENNA SITE AT) Introduced by Rena Cusma
GLENDOVEER GOLF COURSE) Executive Officer

WHEREAS, GTE Mobilnet representatives have approached the Regional Parks and Greenspaces Department to negotiate a long term ground lease for a small cellular telephone facility on the edge of Glendoveer Golf Course; and

WHEREAS, The purpose of the antenna site is to improve the quality of cellular service to the East Multnomah County area; and

WHEREAS, Metro desires to receive rent and GTE Mobilnet desires immediate service improvements during negotiations on a long term lease; and

WHEREAS, The City of Portland has six cellular telephone antenna sites under lease, including a water tower-related site leased to GTE Mobilnet that create a local "market" for these special leases; and

WHEREAS, GTE Mobilnet has agreed to pay Metro the same rate and abide by the same terms as its long term lease with the City of Portland; and

WHEREAS, The cellular antennas operate a very low power that is exempt from Portland's detailed land use requirements for high powered facilities; and

WHEREAS, The Metro Council adopted Resolution No. 94-2028 on September 8, 1994, authorizing a temporary lease with GTE Mobilnet and authorizing the Executive Officer to negotiate a long term lease; and

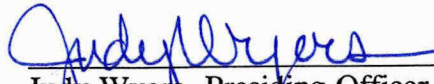
WHEREAS, Negotiations for a long term lease have been concluded, and the lease agreement along with a supplementary agreement with GTE Mobilnet, to accomplish the painting of the water tank, are attached; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to execute the long term ground lease with GTE Mobilnet for a cellular telephone antenna site at Glendoveer Golf Course, attached as Exhibit A.

2. That the Metro Council hereby authorizes the Executive Officer to execute a supplementary agreement negotiated with the long term lease to accomplish the painting of the water tank in substantially the form of Exhibit B attached.

ADOPTED by the Metro Council this 22nd day of November, 1994.



Judy Wyers, Presiding Officer

EXHIBIT A

CELLULAR SITE
LEASE

THIS LEASE, entered into and effective as of the _____ day of _____ 1994, between Metro, a Municipal Corporation of the State of Oregon ("Lessor"), 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, 15575 Southwest Sequoia Parkway, Portland, Oregon 97224 ("Lessee").

1. Lease Description. Lessor owns the "Glendoveer" Tank Site property described on "Exhibit A," attached hereto (the "Property"). Lessor hereby leases to Lessee certain space on the water tank (the "Tank") located on the Property for Lessee's antennas as shown on the Site Plan attached hereto as "Exhibit B". Lessor also leases to Lessee a portion of the property, indicated on "Exhibit B" for Lessee's equipment shelter together with a non-exclusive easement for interconnecting cables between Lessee's equipment shelter and Lessee's antennas on the Tanks. The said Tanks, antenna space, and easement for cables shall collectively be described as the "Premises" herein.

2. Term. Subject to Section 6 and 7, this lease shall be for a period of twenty (20) years. The twenty year period shall commence on the effective date of this agreement. Lessor grants Lessee the right to renew the underlying lease for an additional 10 year term.

3. Payment Provisions. (a) Lessee shall pay Lessor, as rent, the sum of one thousand four hundred forty-one dollars (\$1,441) per month during the first year of the Lease unless such payments are offset as a result of lessee having painted the "Tank" pursuant to Subsection (b) (below). 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 rent for the first month shall be paid upon execution of this Lease, and Lessor acknowledges receipt of the same. All rental payments shall also include an itemized statement showing any deductions made from the rent for such phones and other items and services provided by Lessee to Lessor as allowed by the terms of the Lease. Lessor may request, and Lessee agrees to provide, cellular phones and/or related electronic items, together with set-up installation, and other peripheral services, in lieu of any portion of the monthly rental amount; provided, however, that requests for such phones and other items and services may be accepted by the Lessee only if in writing, only if bearing the approval of the Operations and Maintenance Supervisor of the Lessor, and only if attached to any such approved request is a written estimate from the Lessee itemizing the individual costs for the phones and/or other items and services to be provided to Lessor by Lessee. All cellular phones and/or related electronic items provided to Lessor by Lessee as any part of the consideration for the Antenna Site Lease, including those phones provided as described in Section 5(h) of this Lease, shall become the property of the Lessor at the time of acceptance of delivery from Lessee. All maintenance, repair and replacement costs for the phones and/or

electronic items are the sole responsibility of the Lessor unless otherwise specifically agreed upon via modification of the Lease by both parties, or other written agreement approved by the Operations and Maintenance Supervisor of the Lessor and by the Lessee. (b) Offset to lease payments. In further consideration, Lessee has agreed to clean and repaint the water tower owned by Lessor and Lessor has agreed to an offset in rent up to \$21,000.00 to reflect the cost expended by Lessee for said cleaning and repainting.

4. License. Lessee has been granted a license (the "License") by the Federal Communications Commission (the "FCC") to construct a cellular radio communications system in the Portland Metropolitan Statistical area. Lessee shall be authorized to use the premises as a cell 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 cellular and microwave antennas on the Tank together with an equipment shelter for housing of electronic equipment related to the antennas and cellular system, interconnecting cables (collectively hereinafter referred to as the "Cell Site Facility"). Lessor acknowledges that is has been apprised on the extent of such construction as depicted on Exhibit "C" attached hereto. Design review and final details of the site modifications and equipment building depicted on Exhibit "C" shall be approved by the Lessor prior to installation. The Lessor shall be notified in writing two weeks prior to the start of installation work at the Premises. Lessee shall restore Lessor's property at the Premises to the same condition as found at the start of the installation work as soon as all installation work is completed. All improvements (antennas, cable, cellular equipment and emergency power) except the equipment building (as depicted in Exhibits "B" and "C" of this Lease) shall remain the exclusive property of the Lessee and shall be removed by Lessee at the termination of this lease. The equipment building shall become the property of the Lessor at the termination of this lease unless

the lease is terminated prior to the 20 year term pursuant to either Section 6(b) or Section 7 of the lease herein. Lessee, upon termination and removal of said antennas and cables from the premises shall restore and repaint, to the Lessor's satisfaction, any areas specifically damaged by the attachment and/or removal of the antennas and cables from the water tower and 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 antennas, equipment shelter, generator and other equipment, cables and any other components of the Cell Site Facility. The Lessor shall maintain the security improvements (fencing, gate) and all landscaping on the Property.

(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 utilities on 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 access over the Property to the Premises at all times during the Lease. Lessee shall provide Lessor with a key to any of Lessee's locks on gate(s) in fences surrounding the Property.

(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) Water Tank Maintenance. Should Lessor be required in the course of normal and customary maintenance to make repairs, repaint, or replace structural members of Lessor's water tank(s) upon which Lessee's antennas and cables are mounted, Lessee shall pay any incremental cost of said repairs, repainting, or replacement caused solely by the presence of Lessee's antennas being attached to Lessor's water tank(s). This incremental cost payable by Lessee shall be the difference between competitive bids obtained by Lessor from reputable contractors to repair, repaint or replace structural members of the water tank(s) upon which Lessee's antennas and cables are attached and bids to repair, repaint, or replace structural members of the water tank(s) without said antennas and cables attached. Should the work to be performed by Lessor require the temporary removal of any Lessee's antennas and/or cables, all costs of said removal shall be borne by the Lessee.

(h) Lessor Cellular Phones. As a one-time consideration, within 60 days of the execution of this Lease by both Lessee and Lessor, Lessee shall provide, install and activate to and for Lessor fifteen (15) cellular phones. Nine cellular phones

shall be Motorola Ultra Classic H+ portable phones, each with leather case and spring clips. Six cellular phones shall be Motorola "Alpha Classic" portable flip phones, each with leather case and spring clips. All fifteen phones shall be equipped with batteries and "Rapid Charge" battery chargers. Lessor shall be responsible for setting up and activating service from any vendor. All fifteen phones shall be provided in a fully functional state, ready for Lessor's use. All fifteen phones shall be set up so as to be compatible with the Metro's phone system, including all functions available to 797-prefix cellular phones.

(i) Radio Interference. Lessee shall protect any future Lessor-owned transmitter and receiver installation from any form of radio interference from the Cell Site Facility. Protection shall include but not be limited to: transmitter intermodulation, receiver intermodulation, or spurious radiation. Lessor shall not allow to be installed on Lessor's Tank any radio transmitter and/or receiver installation not existing and/or approved for installation on the effective date of this Lease without providing all existing Lessees the opportunity to review proposals for such installations. Lessor agrees to provide a 90-day period, beginning at the date of written notification to Lessee(s), to allow negotiations between existing and/or proposed Lessee(s) to discuss mutual radio non-interference, before Lessor allows any such proposed installation.

(j) Tank Removal. Should Lessor determine that removal of the Tanks on the Lessor's property is in the best interest of the Lessor's responsibility to provide its services, the Lessee shall have the option of relocating their antennas and cables on the property. Lessee's option to relocate on the property is, however, subject to the Lessor's right to terminate under Section 6(b) of this lease. Relocation of the antennas and cables shall comply with all City of Portland land use, zoning and building permit procedures, and require the prior written approval of the Lessor, which shall not be unreasonably withheld. Lessee shall have the option to renegotiate the payment provisions should relocation of the antenna and cables be required because Lessor

determines that removal of the Tanks on Lessor's property is in the best interest of the Lessor's responsibility to provide its services. Lessor shall provide Lessee written notice 24 months in advance of removal of the Tanks, subject to Lessor's right to terminate with less than 24 months notice under Section 6(b) of this Lease.

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) 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 terminate this Lease by giving less than 24 months advance written notice to Lessee, for reasons of public health, safety or water supply reasons which in the sole judgment of the Lessor requires Lessee's exclusion from the Premises.

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 to construction and/or operation of the Cell Site Facility cannot 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 Section 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 Lessor and its officers, agents and employees from any and all risks, claims, demands, actions and suits for damage to property including without limitation cracking or breaking of glass, or personal injury, including death, arising directly or indirectly from Lessee's activities or any condition of the Premises, whether or not related to an occurrence caused or contributed to by Lessor's negligence. The insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under this Lease and shall protect Lessor and Lessee against claims of third persons. 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. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Lessor and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. 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 the City Auditor a certificate of insurance certifying the coverage required by this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. 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 Sublet/Sublease. Lessee may not assign or sublet the Premises at any time for use as a cell site for a cellular radio communications system or for any other purpose without the prior written approval of the Lessor, and no such assignment or sublease shall relieve Lessee from any of its obligations hereunder.

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
Operations and Maintenance Supervisor
Regional Parks and Greenspaces Department
600 NE Grand Avenue
Portland, Oregon 97232-2736

Lessee: GTE Mobilnet of Oregon
Limited Partnership
Attn: Network Systems Manager
15575 SW Sequoia Parkway
Portland, Oregon 97224

With copy to: GTE Mobilnet Incorporated
Attn: Legal Department
245 Perimeter Ctr. Parkway
Atlanta, Georgia 30346

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. Any successor to Lessee arising as a result of withdrawals of existing partners, admissions of new partners, transfers of interest of partners, or incorporation of the Lessee shall be deemed the Lessee hereunder for all purposes of this Lease (including this sentence). 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
Accounts Receivable
600 NE Grand Avenue
Portland, Oregon 97232

or such location as may be requested in writing by Lessor's Department Director.

Payment shall be by a check made payable to Metro.

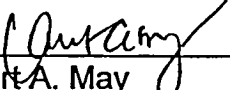
IN WITNESS WHEREOF, the parties hereto have executed this instrument, any corporation signature being by authority of the Board of Directors.

METRO

Rena Cusma
Executive Officer

GTE MOBILNET OF OREGON

By: GTE Mobilnet Incorporated
Its General Partner

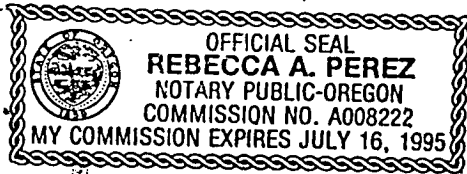
By: 
Kurt A. May
Area Vice President- Northwest

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me by Kurt A. May, Area Vice President--Northwest,

Subscribed and sworn to before me this 7th day of NOV, 19 94.



Rebecca A. Perez

Notary Public for the State of Oregon

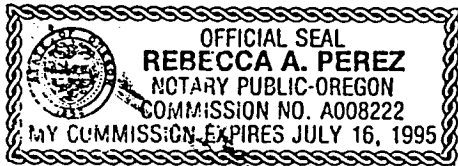
My Commission Expires: 16 Jul 95

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this day by Rena Cusma, Executive Officer on behalf of Metro, a metropolitan service district.

Subscribed and sworn to before me this 7th day of NOV, 19 94.



[Handwritten Signature]

Notary Public for the State of Oregon

My Commission Expires: 16 JUL 95

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Antenna Site Lease entered into by and between METRO as Landlord, and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, as Tenant, and dated October 31, 1994.

Legal description: Section 35, 1 North, 2 East, TL, 300, 1.96 Acres, Map 2944.

Initials: lag

EXHIBIT "C"

Exhibit "C" attached to and made a part of that certain Antenna Site Lease Agreement entered into by and between METRO as Landlord, and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, as Tenant, and dated October 31, 1994.



Initials: *CS*

Recording Requested By and)
 When Recorded, Mail To:)
)
 GTE MOBILNET OF OREGON)
 LIMITED PARTNERSHIP)
 15575 SW Sequoia Parkway)
 Portland, Oregon 97224)
 Attn: Network Systems Manager)

FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

STATE OF OREGON
 COUNTY OF WASHINGTON

This Memorandum of Lease is made and entered into on _____, between METRO, A MUNICIPAL CORPORATION OF THE STATE OF OREGON ("Landlord") whose address is 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, by GTE Mobilnet of Oregon, Inc., it's General Partner ("Tenant"), whose address is 15575 SW Sequoia Parkway, Portland, Oregon 97224.

WHEREAS, Landlord hereby leases to Tenant, and Tenant is leasing from Landlord, upon and subject to the terms, covenants, conditions, limitations, and restrictions contained in that certain lease dated _____ ("Lease") between the parties hereto, that certain real property situated in the City of Portland, County of Multnomah, State of Oregon, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises").

The term of the Lease is for twenty (20) years, commencing on _____, subject to Tenant's option to extend the term for one (1) additional period of ten (10) years each upon the terms and conditions set forth in the Lease.

The rent and other obligations of Landlord and Tenant are set forth in the Lease, to which reference is made for further particulars. In the event of any conflict between the terms and provisions of the Lease and those contained in this Memorandum, those contained in the Lease shall govern and be controlling.

IN WITNESS WHEREOF, Landlord and Tenant execute this Memorandum.

LANDLORD:

TENANT:

METRO

GTE MOBILNET OF OREGON
 LIMITED PARTNERSHIP

By: GTE Mobilnet Incorporated,
 Its General Partner

By: _____
 RENA CUSMA
 Executive Officer
 Tax ID Number: 930-63-6311

By: Kurt A. May
 KURT A. MAY
 Area Vice President--Northwest

Date: _____

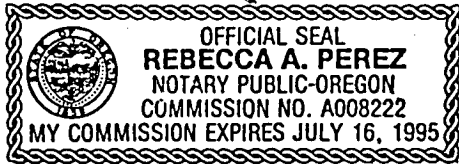
Date: 11/5/94

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Before me, the undersigned authority, on this day personally appeared Rena Cusma and acknowledged to me that being duly authorized, signed the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein stated and in the capacity therein stated.

Given under my hand and seal of office this 7th day of NOV, 19 94.



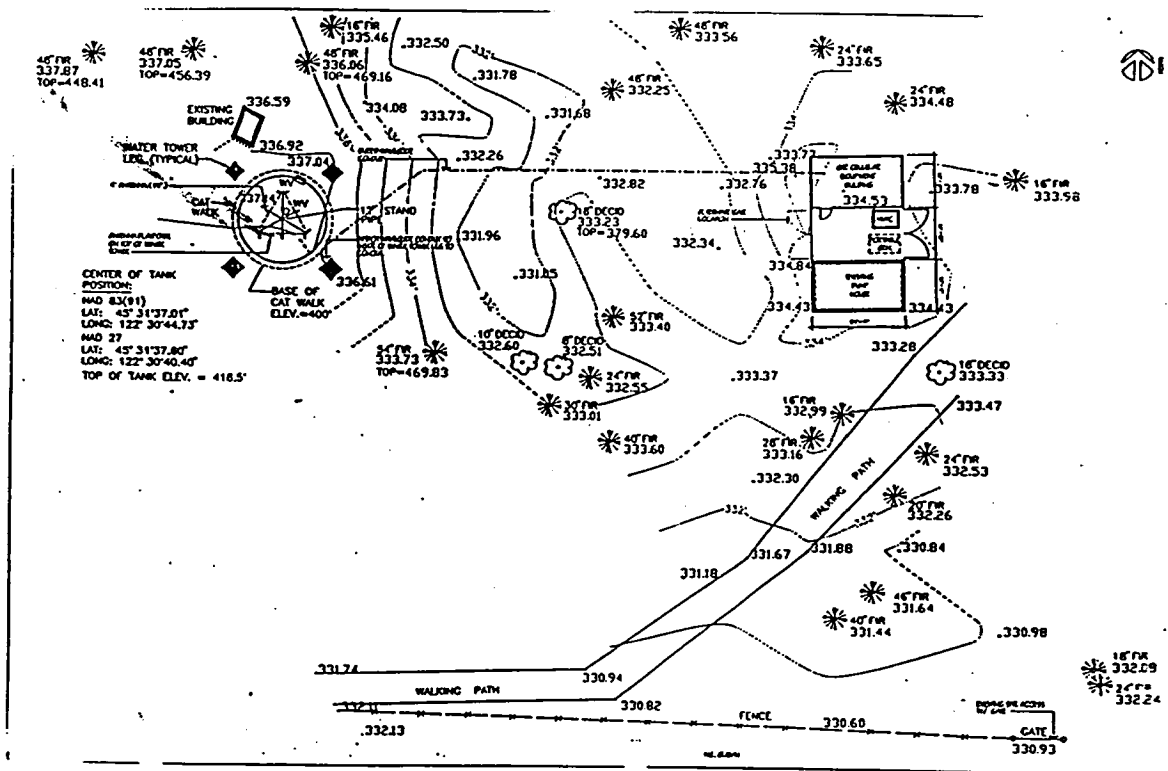
[Handwritten Signature]

Notary Public in and for the State of OREGON

My Commission Expires: 16 Jul 95

EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain Memorandum of Lease entered into by and between METRO, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, as Landlord, and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, as Tenant, and dated



Initials: Carj

EXHIBIT B

ANTENNA SITE PAINTING AGREEMENT

THIS LEASE, entered into and effective as of the _____ day of _____, 199___, between METRO and GTE MOBILNET AN OREGON LIMITED PARTNERSHIP.

RECITALS

1. Metro and GTE have entered into an Antenna Site Lease for use of adjacent property and an existing water tank on Glendoveer Golf Course for up to twenty years.
2. The metal tank needs a paint job during summer temperatures to maintain it for the use of both parties to this agreement. This work is an important part of the Antenna Site Lease transaction.
3. The lease was not completed in time for painting the tank during the 1994 summer season.
4. The parties intend to use a contractor selected and secured by GTE with GTE's payment to the contractor, reducing GTE's lease payments.
5. The parties intend that either the temporary facilities will continue in use until the tank painting is completed or the design of the antennas will allow for the painting within the terms of this agreement.

AGREEMENTS

1. GTE agrees to retain a licensed painting contractor to repaint the exterior of Metro's elevated water tank located at 147th and Glisan Streets on the Glendoveer Golf Course to accomplish in 1995 the tasks described in Exhibit "A" attached and incorporated herein. The painting work shall be done at temperatures between 65° and 80°.

2. Metro agrees that GTE may reduce its Antenna Site Lease payments to Metro until GTE has recovered its actual payment to the contractor in an amount not to exceed \$21,000. GTE may begin setting off its monthly lease payments upon execution of this agreement.

3. GTE agrees to seek the 1994 bid price in Exhibit "A" and to require the contractor to guarantee its work in writing for a period of at least two years.

4. GTE agrees to limit the contractor's access, set up and materials to its leased property.

5. This agreement may be terminated by either party upon thirty (30) days written notice to the parties' representatives identified to receive notice in the Antenna Site Lease Agreement. If this agreement is terminated, GTE shall immediately begin making double monthly payments until any lease payments set off in advance of the painting have been repaid in full.

GTE Mobilnet of Oregon

Metro

By: _____
Network Systems Manager
Date: _____

By: _____
Title: _____
Date: _____

KLA
1227

EXHIBIT A



COMMERCIAL & INDUSTRIAL COATINGS

18421 S. Ferguson Rd. • Oregon City, OR 97045 • (503) 631-2351 • FAX (503) 631-8458

August 1, 1994

Mr. Pat Evans
GTE Mobilnet
15575 S.W. Sequoia Parkway
Portland, OR 97224

Subject: Repaint The Exterior of Elevated Water Tank Located at 147th & Glisan

Dear Mr. Evans:

Our price to repaint the above referenced tank would be \$19,800 (nineteen thousand eight hundred). For this price we would provide the following:

- (1) Pressure wash all surfaces to remove all deleterious materials.
- (2) Spot power-tool clean areas of corrosion and loose paint.
- (3) Spot prime all surfaces cleaned to bare steel with Rodda Paint Co. Barrier III rust inhibitive primer.
- (4) Provide a 2-coat finish system of Rodda Paint Co. #5380 alkyd aluminum paint.

The above coating system is fast-drying which would greatly reduce the possibilities of overspray damage.

If you have questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Smith', is written over a grid of black squares.

Steve Smith
President

SRS/esm

REGIONAL PARKS AND GREENSPACES STAFF REPORT

RESOLUTION NO. 94-1979 FOR THE PURPOSE OF AUTHORIZING A LONG TERM LEASE AGREEMENT OF PROPERTY FOR A CELLULAR TELEPHONE ANTENNA SITE AT GLENDOVEER GOLF COURSE

Date: November 8, 1994

Presented by:
Charlie Ciecko, Director
Regional Parks and Greenspaces

FACTUAL BACKGROUND AND ANALYSIS

GTE Mobilnet currently has a temporary lease agreement, Resolution No. 94-2028, with the Regional Parks and Greenspaces Department that was passed by Council on September 8, 1994, for a cellular phone facility that is attached to an existing water tank on the edge of the Glendoveer Golf Course near S.E. 148th Avenue and Glisan Street in Portland. This is an unused portion of the golf course near the property's fence line adjacent to S.E. 148th Avenue. This corner contains the water tank used to store pumped well water for use on the golf course facility. Coincidentally, the tank is in need of maintenance in the form of a very expensive long-term paint job. As a supplementary agreement to this Resolution, we have attached an agreement for GTE Mobilnet to complete out this paint job.

Borrowing on the City of Portland's extensive experience with these cellular phone sites, we have negotiated a long term lease agreement blending GTE's proposal with Portland's September 1992 lease of a similar water tank site to GTE. The Portland agreement calls for a 20 year lease with CPI cost of living adjustments to the price each year. GTE is requesting a similar 20 year lease with Metro.

The cellular antennas operate at very low power and are not similar to high powered radio and television broadcast facilities. The Office of General Counsel has confirmed that Portland has detailed regulations of high powered radio and television facilities and has created a special zoning district around the Healy Heights to protect the public. However, under these detailed regulations, cellular telephone antennas are within the low power exemptions to those regulations.

GTE desires to immediately improve the service in the East County area. It has entered into long term ground leases with the City of Portland in the past. Borrowing from Portland's experience with six existing cellular telephone antennas, this proposed long term lease would replace the existing temporary lease agreement, Resolution No. 94-2028. The long term lease has been negotiated on the basis of full equity with the agreements made by GTE with the City of Portland. This means that the rent, at \$1,414 per month, is the same rate that GTE is paying Portland for the "Patton Tank" site.

Staff Report
November 8, 1994

As the attached vicinity map indicates, GTE's facility will be located directly north of an existing pumphouse and they will be able to service this facility through an existing gate in the cyclone fence. Neither the access nor the facility will interfere with GSR's use of the property, golf play or the existing jogging trail.

As stated earlier, GTE Mobilnet has agreed to accomplish the painting of the water tank as a supplementary agreement to this Resolution. GTE will pay for the cost associated with this paint job by reducing its Antenna Site Lease payments to Metro until GTE has recovered its actual payment to the contractor in an amount not to exceed \$21,000. GTE may begin setting off its monthly lease payments upon execution of this agreement.

A GTE representative will be present at the Council committee meeting to answer questions about the long term lease agreement for this antenna site.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution 94-1979.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1979, AUTHORIZING A LONG TERM LEASE AGREEMENT OF PROPERTY FOR A CELLULAR TELEPHONE ANTENNA SITE AT GLENDOVEER GOLF COURSE

Date: November 17, 1994

Presented by: Councilor Moore

COMMITTEE RECOMMENDATION: At its November 16, 1994 meeting the Regional Facilities Committee voted 3-0 to recommend Council adoption of Resolution No. 94-1979. Councilors Hansen, McFarland, and Moore voted in favor. Councilors Gates and Washington were absent.

COMMITTEE DISCUSSION/ISSUES: Regional Parks & Greenspaces Director Charlie Ciecko presented the staff report. He said the proposal is to conclude a lease with GTE Mobilnet for use of the water tower at Glendoveer Golf Course, whose terms are substantially the same as those in the temporary lease the Council approved in September. The long-term lease is for 20 years, provides for some \$1,400 per month in lease payments, and calls for GTE to provide 15 cellular phones to the Regional Parks & Greenspaces Department. Mr. Ciecko discussed the issue of the phones, saying the phones would replace some of the radios currently leased through Multnomah County. The Department wants to convert to phones to avoid upcoming conversion costs the County expects to incur (at some \$2,000 per unit), and to improve communication between sites. The use of radios is limited to emergency calls for Sheriff's assistance. The lease also calls for GTE to clean and paint the water tower at a cost estimated at \$21,000; this work will be done in lieu of lease payments until the costs are recovered.

In response to questions from Councilors Hansen and Moore, Mr. Ciecko said three radios at Oxbow Park would be retained because there is no coverage for cell phones there. Seven phones will be put into use immediately and two radios will be retired, producing a net annual cost increase of approximately \$1,000. That increase is included in the department's budget request. Mr. Ciecko also confirmed that personal use of the phones would not be allowed.

Councilor Moore asked if the \$21,000 estimate for painting the tower was reasonable. Mr. Ciecko said he had bid the job several years ago, and this amount was consistent with that earlier bid.