

ASSIGNMENT AGREEMENT

14 MAR -6 P2:47

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 27th day of February, 2014, by and between the Communications Agency of Yamhill County (YCOM), a council of governments organized under ORS Chapter 294 ("Assignor"), Yamhill County, a political subdivision of the State of Oregon ("Assignee") and Agency Creek Management Co, an Oregon corporation ("Lessor").

RECITALS:

A. Assignor is the owner and holder of certain interests under that certain lease entered into June 2, 2005, by and between Starker Forests, Inc., an Oregon corporation (as "Lessor") and Assignor (as "Lessee"), for the premises described in the Lease.

B. Agency Creek Management Co., an Oregon corporation, is the successor in interest to Starker Forests, Inc., and is the current Lessor

C. Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest under the Lease. Lessor consents to the assignment of the Lease.

IN CONSIDERATION of the mutual covenants hereinafter set forth, and for other good and valuable consideration, it is agreed as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee, subject to the provisions of the Lease, all of Assignor's right, title, and interest in and to the Lease, a copy of which is attached hereto and incorporated herein as Exhibit A. Provided, however, Assignor retains all of Assignor's liabilities and obligations pursuant to the Lease arising out of events occurring on and before the date of this Assignment

2. Assumption. Assignee hereby assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant to the Lease arising out of events occurring from and after the date of this Assignment, and agrees to perform and observe all the covenants and conditions contained in the Lease to be performed or observed from and after the date of this Assignment.

3. Consent and Acknowledgement. By signing below, Lessor represents and warrants that, (i) it is the current lessor with full right, responsibility and authority to consent to the assignment of the Lease, and (ii) it consents to the assignment of the Lease as provided for herein. Lessor further acknowledges and agrees that, as of the date of Assignment, Assignor is not in default under the Lease and no event or condition exists which, with the giving of notice or passage of time, or both, would constitute a default or event of default by Assignor under the Lease.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall not benefit any third parties who are not parties to this Assignment.

5. Entire Agreement. This Assignment is the entire agreement between the parties pertaining to the assumption by Assignee of the Lease

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6. Modification. No amendment, modification or change to this Agreement shall be valid unless in writing and duly executed by the party to be charged therewith.

7. Counterparts. This Assignment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered.

8. Governing Law. This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon without reference to its choice of law rules, except to the extent preempted by the laws of the United States of America.

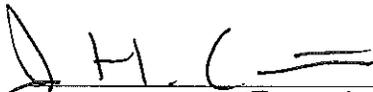
IN WITNESS WHEREOF, Assignors and Assignee have duly executed this Assignment as of the date and year first above written

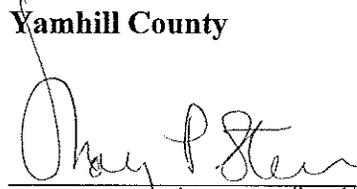
ASSIGNOR

ASSIGNEE

Communications Agency of
Yamhill County

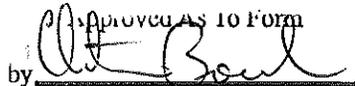
Yamhill County


Print Name: JACK H. CRABTREE
Title: Sheriff / YCOM Chair
Date: 02/14


Print Name: Mary P. Stern
Title: Chair, Bd. of Commissioners
Date: 2/27/14

LESSOR

Agency Creek Management Co.

Approved as to Form
by 
Christian Boenisch
Counsel
Yamhill County


Print Name: ROBERT L. BLUHM
Title: Vice President-Finance, CFO
Date: February 17, 2014

Accepted by Yamhill County
Board of Commissioners on
2/27/14 by Board Order
14-108

Exhibit A

(see attached)

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LEASE

The parties to this lease are:

LESSOR: Starker Forests, Inc.,
An Oregon corporation,
Post Office Box 809
Corvallis, Oregon 97339

and

LESSEE: Communications Agency of Yamhill County
(YCOM), a council of governments
organized under ORS chapter 294,
230 East Second Street
McMinnville, Oregon 97128

Lessor is the owner of the land described on the attached Exhibit "A", made a part of this lease by reference, consisting of approximately 3600 square feet which is, on the date of this lease cleared forest land. The land, together with the easement described on Exhibit "A" and together with any appurtenances but exclusive of any improvements on the land is referred to in this lease as "the Premises".

Lessee wishes to develop on the Premises an expanded radio repeater site for western Yamhill County communications. Development on the Premises will include construction of a second communication tower as approved by the lessor, retention of the original tower and building, and construction of a future 12 x 20 building. Additionally, the generator and LPG tank will be relocated, all within the site, which is to be expanded to 3600 square feet from the original 2500 square feet. Cable will be relocated and buried as needed to accommodate the additional equipment.

The parties therefore agree as follows:

Section 1. Agreement to Lease.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth in this lease.

Section 2. Term.

(A). **Term.** The term of this lease shall begin on the date on which Lessee has obtained all necessary permits to construct and install the above-mentioned tower, block building, and cable, but not later than July 1, 2005. The term shall continue for 15 years from that date through the 15th anniversary of the date the lease term begins. The parties shall initial and attach to this lease a memorandum of the date the term begins. Lessor

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shall cooperate with Lessee in obtaining all necessary permits for improvement of the Premises as specified in this lease, but shall have no expense in connection with efforts by Lessee to obtain permit authority.

(B). **Renewals.** Lessee may, by written notice to Lessor given not less than 90 days prior to the expiration of the original term, renew this lease for an additional period of 10 years subject to all terms and conditions of this lease except as otherwise specifically provided. The renewal term shall commence immediately upon expiration of the lease term.

Section 3. Rent.

As rent for the premises, Lessee shall pay to Lessor once yearly, on or before January 30, the sum of \$1,000. Rent shall be paid to Lessor at the address listed above, or at such other address as may be designated from time to time by Lessor. Said rent shall be adjusted in proportion to the consumer price index every 5th year.

Section 4. Use of Premises.

Lessee shall use and permit the use of the Premises only for the construction, maintenance and operation of communication facilities, transmission lines and other uses reasonable related to or auxiliary to communication activities. Lessor agrees not to conduct activities immediately adjacent to the Premises that may interfere with the operation of communication facilities on the Premises. Lessor shall not operate, or permit others to operate, a communication facility on its property within 200 feet of the Premises without first receiving a written statement from Lessee that such facility will not interfere with the operations of Lessee.

Section 5. Utilities and Other Charges.

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

Section 6. Ownership of Improvements.

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

Section 7. Assignment and Sublease.

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

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

Section 8. Termination.

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

Section 9. Easement.

The purpose of the easement described in the attached Exhibit "A" is to allow Lessee access to the Premises and to allow Lessee to install, maintain and repair an underground cable and/or other utilities necessary for operation of a communication facility on the Premises.

A. Underground Cable. Plans for installation of the underground cable/utilities shall be submitted to Lessor prior to construction and if "as built" diagrams are available following installation, those too shall be provided to Lessor. It is intended by the parties that the cable/utilities will be installed in the approximate vicinity of the ditch to the currently existing logging road. During construction, Lessee, or contractor for Lessee, shall insure that Lessor may continue to use the road for business purposes. Lessee shall ensure that, following construction, the cable/utilities will not interfere with Lessor's continued use and enjoyment of the road or proper drainage of the road. Following construction, Lessee shall return the road and ditch to a condition that is as good or better than its previous condition.

B. Access to Premises. Lessee understands that access to the Premises is, in part, by primitive logging road. Lessor shall maintain the road to a level sufficient to allow passage by a four-wheel drive truck in most weather conditions. Lessor shall not be responsible for keeping the road open during extreme weather conditions. At no time will Lessor deny Lessee, its agents, assigns, employees, or vendors, access to the Premises by way of the easement described herein. If repair to the road or other work is necessary to allow access to the premises in an emergency, Lessee may perform the work. Lessor shall not be responsible for the costs of such work unless it has been give prior written notice that the road is no longer passable as specified in this lease, and must be repaired to conform to the terms of this lease.

C. Rights to Easement Area Retained by Lessor. Lessor retains the right to use and enjoy the easement area in any manner that is consistent with, and does not interfere with, rights granted to Lessee herein. Maintenance and repair of the surface area of the easement that is not directly or indirectly necessitated by activities of Lessee shall be the responsibility of Lessor.

D. Notice Prior to Excavation: Lessor shall notify Lessee in writing no less than ten days prior to excavating or causing to be excavated, to a depth greater than 12 inches, the approximate area of the cable/utilities installed by Lessee. In an emergency excavation, notice shall be given as soon as reasonably possible and in a reasonable manner.

Section 10. Use of Improvements by Lessor:

Lessee's right to use and enjoyment of the premises is absolute. However, Lessee shall not unreasonably deny Lessor, its agents, assigns or vendors, access to the

improvements on the premises for the purpose of installing Lessor's own radio or communication equipment. Lessor shall obtain permission and instruction from Lessee in writing prior to such installation. It shall be deemed reasonable for Lessee to deny such access to Lessor if there is a reasonable basis for Lessee to believe that the equipment to be installed by Lessor will interfere with the efficient operation of Lessee's equipment. Lessee shall not be responsible for the maintenance or repair of any equipment installed or placed on the Premises, but shall exercise reasonable care regarding that equipment and shall allow Lessor reasonable access to the Premises to repair and maintain its equipment. Equipment installed on the premises by Lessor may be removed and returned to Lessor, following notice to Lessor, if it is found by Lessee to interfere with Lessee's efficient operation of the facility.

Section 11. Compliance with Law.

Lessee shall comply with all applicable law in its use of the premises.

Section 12 Nonwaiver.

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

Section 13. Modification.

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

The parties have entered into this lease on this 2nd day of June, 2005

Lessor:

Lessee:

STARKER FORESTS, Inc.

YCOM

B. Bond Starker
PRES.

Jay A. Lilly
YCOM Director

Title

Barte B Starker
Secretary

STATE OF OREGON)
) ss
County of Yamhill)

The foregoing instrument was acknowledged before me this 10 day of

June, 2005, by B. Bond Starker, president and by Barte B. Starker

secretary of Starker Forests, Inc., an Oregon corporation, on behalf of the corporation.

Marc G. Vomocil
Notary Public for Oregon
My commission expires: June 9, 2006

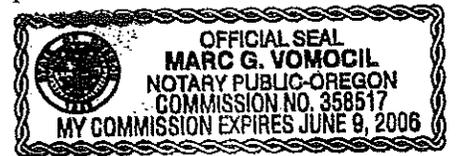


Exhibit "A"
Description and Maps of
Lease Site and Easement

October 20, 1989

Description of communication site lease: description is prepared from information furnished.

Situated in the Northwest quarter of Section 26, Township 6 South, Range 7 West of the Willamette Meridian, Polk County, Oregon, and described as follows:

Commencing in the center of Starker Forests, Inc. Road No. 2100, at a point being 3850 feet Southerly of Doane Creek Road; thence S 70° W 15 feet to the Point of Beginning; thence N 20° W 25 feet; thence S 70° W 50 feet; thence S 20° E 50 feet; thence N 70° E 50 feet; thence N 20° W 25 feet to said point of beginning.

Tax Lot #6726-30044-7

Not based on survey information; this is from sketch furnished for this purpose.

Morris Jones

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Lease Site and Easement

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