

Site Name: McMinnville-Wortman

Site Number: PIOR015

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made this 23<sup>rd</sup> day of March, 2017 (the "Commencement Date"), by and between **YAMHILL COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **PI TOWER DEVELOPMENT LLC**, a Delaware limited liability company ("Lessee").

**1. Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor under the terms and conditions set forth in this Lease a portion of that certain parcel of real property, located at 2050 NE Lafayette Ave., McMinnville, OR 97128 ("Site"), as more particularly described on **Exhibit "A"** and the survey or site plan shown on **Exhibit "A-1"** attached hereto and made a part hereof ("Leased Premises"), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation, a landscape buffer or "Fall Zone" (if applicable), for the duration of the lease on the Site which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("Easement(s)"). Notwithstanding the above or language to the contrary elsewhere herein, including but not limited to the "Access Easement Legal Description" and access easement depicted on Exhibit A-1, Lessee acknowledges and agrees that Lessee's access rights across Lessor's property for ingress and egress to the Site are subject to Section 11(c) of this Lease. Subject to Section 11(c) of this Lease, the easement rights herein granted include the right and authority of Lessee to grant or assign to utility providers, wireless carriers and their agents all or some of the easement rights granted to Lessee herein. Subject to Section 11(c) of this Lease, Lessor agrees and acknowledges that Lessee had a metes and bounds survey prepared of the Leased Premises and the Easement(s), which Lessor has approved. Subject to Section 11(c) of this Lease the legal description of the Leased Premises and the Easement(s) in Exhibit A and Exhibit B contain the legal descriptions from the approved survey dated January 6, 2017. Lessor represents and warrants that Lessor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on **Exhibit "C"** attached hereto and made a part hereof. Lessor further represents and warrants that, to the best of Lessor's knowledge and except as otherwise provided elsewhere herein, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will materially interfere with or constructively prohibit Lessee's Intended Use (as herein defined) of the Leased Premises.

**2. Lessor's Representations and Warranties.** Lessor represents and warrants that to the best of Lessor's knowledge, Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under the state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease, and (iv) Lessor shall not grant an option or enter any contract which

may interfere and/or unreasonably affect Lessee's use and enjoyment of the Leased Premises or the Easement(s) until this Lease expires or is terminated by Lessee.

**3. Lessee's Due Diligence Period.**

(a) Within twenty (20) business days following the Commencement Date, Lessee shall pay to Lessor the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the "Due Diligence Fee"), which Due Diligence Fee shall be nonrefundable to Lessee, except in the event that this Lease is terminated by Lessee prior to the Rent Commencement Date (as herein defined) due to a default by Lessor. Provided that construction of the Tower Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the right to terminate this Lease for any reason or no reason at all, without any further liability or obligation to Lessor except those obligations which specifically survive the expiration or termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent Commencement Date. Lessee shall be entitled to a credit toward Rent (as hereinafter defined) due under this Lease equal to the Due Diligence Fee paid to Lessor. The time between the Commencement Date and the Rent Commencement Date shall be known as the Due Diligence Period.

(b) Lessee shall, at its cost and expense, have the Leased Premises and the Easement(s) surveyed and has the right to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. In the event Lessee, in its sole discretion, is not satisfied with the title report Lessee shall have the right to terminate this Lease upon written notice to Lessor.

(c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease (as defined herein) from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee's agent and at Lessee's cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.

**4. Cooperation.** Lessor agrees to cooperate with Lessee in obtaining, at Lessee's sole cost and expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval").

**5. Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other related uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.

**6. Initial Term.** The initial term of this Lease shall be **five (5) years** commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a Memorandum of Lease in the form attached hereto as **Exhibit "D"**, evidencing the Commencement Date and other matters, shall be executed and recorded.

**7. Renewal Terms.** Lessee shall have the right to extend the Initial Term of this Lease for **five (5) additional five (5) year terms** ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The

Initial Term and each Renewal Term shall collectively be referred to herein as the "Term".

**8. Rent.** (a) Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of **Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00)**, to be paid in equal monthly installments of **One Thousand Four Hundred and 00/100 Dollars (\$1,400.00)** ("Rent"). Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. In addition, it shall be the sole responsibility of the Lessee to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Rent Commencement Date or the date of termination (the "Termination Date") of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination of this Lease for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall be refunded to Lessee. The "Rent Commencement Date" shall mean the date the Lessee commences construction of the Tower Facilities; provided, however, in the event that Lessee has not commenced construction of the Tower Facilities within three (3) years following the Commencement Date, this Lease shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Lease. The Rent shall increase by **two percent (2%)** upon the first (1st) anniversary of the Rent Commencement Date and every annual anniversary of the Rent Commencement Date thereafter.

(b) So long as at all times during the Initial Term and any applicable Renewal Terms there is one Wireless Carrier (as hereinafter defined) with a sublease or license from Lessee for co-location space on the Tower Facilities (the "Anchor Tenant"), then for each additional Wireless Carrier that co-locates on the Tower Facilities, other than the Anchor Tenant, the Lessee shall pay to the Lessor the Wireless Revenue Share Fees (as hereinafter defined), in equal monthly installments, beginning on the date the additional Wireless Carrier (other than the Anchor Tenant) commences to pay its rent or license fee to Lessee, and, thereafter, on or before the fifteenth (15<sup>th</sup>) day of each calendar month to the same address the Lessee remits the Rent. As used herein, the "Wireless Revenue Share Fees" shall mean an amount equal to the product of the total amount of recurring rent or license fee (excluding any reimbursement from the Wireless Carrier of taxes, utilities or other costs incurred by Lessee) paid to Lessee by the Wireless Carrier using the Tower Facilities, multiplied by **twenty percent (20%)**. If the date of Lessee's obligation to begin to pay the Wireless Revenue Share Fees is other than the first (1<sup>st</sup>) day of a calendar month, the Wireless Revenue Share Fees shall be pro-rated. In addition, it shall be the sole responsibility of the Lessee to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority arising out of or related to the Wireless Revenue Share Fees.

(c) For the purpose of Section 8 (b), "Wireless Carrier" shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, Sprint Nextel, or MetroPCS, but excluding 2-way/paging companies, wireless internet companies or government agencies.

**9. Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor.

**10. Interference; Existing Crown Castle Tower** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly

rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee 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 notice to Lessor. Notwithstanding the above, Lessee hereby acknowledges the existence of a wireless communications tower located on Lessor's property, owned by Crown Castle, as further described and depicted in Exhibit E (the "Crown Castle Tower"). Lessee acknowledges and agrees that (i) the Crown Castle Tower shall remain on the Site and (ii) the Crown Castle Tower, as it stands as of the Commencement Date of this Lease, in no way interferes with the wireless communications operation of Lessee. If Crown notifies the Lessor of a new tenant, Lessor agrees to provide notice to Lessee in the event Crown Castle commences operation of the Crown Castle Tower so Lessee may determine any potential interference issues between Lessee's Tower Facilities and the Crown Castle Tower.

#### **11. Improvements; Utilities, Access and Other Easements.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property placed thereon by or through Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and casualty damage excepted. Lessee will ensure that upon removal of all of Lessee's buildings, structures, equipment, conduits, fixtures and personal property from the Leased Premises upon termination, nothing belonging to Lessee will remain on the Leased Premises that is above grade or that would otherwise interfere or prevent Lessor's full and complete use of the former Leased Premises in the future. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment, or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. The Lessor agrees that any property of the Lessee that remains on the Leased Premises after ninety (90) days following the expiration or earlier termination of this Lease shall be deemed abandoned by the Lessee and shall be thereafter owned by the Lessor without further consent of the Lessee.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s), provided that the location of such utilities does not otherwise interfere with Lessor's use of Lessor's property. Lessor shall, upon Lessee's request and at Lessee's sole cost and expense, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises across Lessor's property to Lafayette

Ave., an open and improved public road which presently exists. Notwithstanding the access easement depicted on Exhibit A-1, Lessor and Lessee agree that following completion of pending remodeling of Lessor's property, but prior to the Rent Commencement Date, Lessor will grant a different but appropriate non-exclusive perpetual access easement to Lessee and its sublessees and assigns providing Lessee suitable access to the Leased Premises and the Tower Facilities. Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved property owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. To inspect the Leased Premises, Lessor may have access to the Leased Premises with a representative of Lessee present upon 24 hours advance notice to Lessee. In the event of an emergency Lessor may access the Leased Premises immediately and shall provide notice thereafter to Lessee as to the reason for the emergency.

(d) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities ("Additional Easement(s)"), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor. Lessor shall, upon Lessee's request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.

**12. Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor; or

(d) By Lessee pursuant to Paragraph 3 of this Lease; or

(e) By Lessor if governmental business requires termination upon twelve (12) months prior written notice to Lessee, provided that Lessor shall first cooperate with Lessee to determine if an acceptable alternative location on Lessor property is available. In the event an alternative location is not available and such termination by Lessor is within the first twenty (20) years of this Lease, Lessor shall be responsible for reimbursement costs associated with Lessee securing an alternative location for its Tower Facilities, including but not limited to, costs to dismantle the Tower Facilities, operating a temporary facility, new site due diligence expenses and costs to build the new tower and related improvements.

**13. Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but

not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

**14. Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises (the "Telecom Increase") within thirty (30) days of receipt of Lessor's written request provided that Lessor agrees to furnish proof of the Telecom Increase to Lessee. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easement(s) are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property.

**15. Destruction of Leased Premises or Tower Facilities.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid, if any, by the Lessee.

**16. Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee's reasonable determination to render the Leased Premises or the Easement(s), in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

**17. Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term, public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$2,000,000 and shall name Lessor as an additional insured.

**18. Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall inform Lessor in writing prior to placing, locating or storing any Hazardous Material on the Leased Premises. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive the

expiration or earlier termination of this Lease.

**19. Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that, to the best of Lessor's knowledge, no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses, including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, to the extent arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive the expiration or earlier termination of this Lease.

**20. Mutual Indemnification.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Lessor shall indemnify and hold harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

**21. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the applicable party at its address shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Yamhill County, Public Works Department  
2060 NE Lafayette Avenue  
McMinnville, Oregon 97128  
Attention: Public Works Director  
Phone: (503) 434-7515  
E-mail address: \_\_\_\_\_  
Federal ID / SS No.: \_\_\_\_\_

With a copy to Yamhill County, Office of County Counsel  
434 NE Evans  
McMinnville, Oregon 97128  
Attention: County Counsel  
Phone: (503) 434-7502  
E-mail address: boenischc@co.yamhill.or.us

As to Lessee PI Tower Development LLC  
c/o Lendlease  
909 Lake Carolyn Parkway  
Suite 260  
Irving, TX 75039  
Attention: Contracts Administrator

With a copy to: PI Tower Development LLC  
c/o Lendlease Americas, Inc.  
200 Park Avenue, 9<sup>th</sup> Floor  
New York, NY 10166  
Attention: General Counsel

**22. Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease and (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s). Lessor covenants that, provided Lessee is not in default under the terms of this Lease beyond any applicable cure period, Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease

**23. Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Commencement Date, shall obtain and furnish Lessee with a non-disturbance agreement

in recordable form from the holder of each Mortgage.

**24. Assignments and Subleases.**

(a) Lessee may, upon prior written notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice; provided, however, that for non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 12, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased Premises during a thirty (30) day period commencing upon such Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new lease with a Secured Party on the same terms as those contained in this Lease provided such Secured Party pays all past due amounts within thirty (30) days of notice of such termination. Except for those liens arising out of unpaid or past due real or personal property taxes, Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or doctrine relating to fixtures. A Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to, the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Upon not less than thirty (30) days prior written notice, and provided Lessee is not in default of any provision of this Lease beyond any applicable cure period, Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:

- i. any conditional assignment of this Lease to a Secured Party as described in subparagraph (a) above;
- ii. any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee's business;
- iii. an assignment or sublease to an affiliate entity of Lessee; or
- iv. an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.

Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (i) – (iv) above shall require the prior written consent of the Lessor, which shall not be unreasonably withheld,

delayed and/or conditioned. Any license, sublease or assignment pursuant to this subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms, conditions, obligations and liabilities of the Lease by the assignee, Lessee may be released from any further liability under this Lease.

**25. Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

**26. Waiver of Lessor's Lien.** Except for those liens arising out of unpaid or past due real or personal property taxes or those liens arising from a court order or judgment entered against Lessee arising from or relating to any act, failure to act or breach on the part of Lessee under this Lease Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

**27. Mutual Waiver of Incidental and Consequential Damages.** Neither Lessor nor Lessee will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by the other as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee in accordance with this Lease, or use of the Site by Lessor.

**28. Lessee's Exclusivity.** Intentionally deleted.

**29. Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

**30. Self Help.** Lessee's Right. Without limiting Lessee's right to terminate this Lease pursuant to Paragraph 12(a) hereof, in case of a breach of any covenant or term hereof by the Lessor, the Lessee may, in its sole discretion, elect to remedy the Lessor's breach, which remedy shall not operate or be construed as a waiver of the Lessee's rights herein to recover the cost of such remedy from the Lessor by setoff or otherwise, and, subject to Article XI Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Lessor shall indemnify the Lessee from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Lessee in performing the Lessor's obligations hereunder.

Lessor's Right. Without limiting Lessor's right to terminate this Lease pursuant to Paragraph 12(a) hereof, in case of a breach of any covenant or term hereof by the Lessee, the Lessor may, in its sole discretion, elect to remedy the Lessee's breach, which remedy shall not operate or be construed as a waiver of the Lessor's rights herein to recover the cost of such remedy from the Lessee by setoff or otherwise, and the Lessee shall indemnify the Lessor from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Lessor in performing the Lessee's obligations hereunder.

**31. Miscellaneous.**

(a) Each party in any litigation arising hereunder shall be responsible for its own attorney's fees and court costs, including appeals and post-judgment proceedings.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, 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 Lessor and Lessee; provided, however, that this Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on a Secured Party's interest therein, or surrendered, terminated or cancelled by Lessee, without the prior written consent of such Secured Party.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between Lessor and Lessee arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Lessee, BY EXECUTION OF THIS AGREEMENT LESSEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

(f) 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.

(g) Reserved

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(i) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except as required by law or with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(SIGNATURE PAGES FOLLOWING)

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

LESSOR:

**YAMHILL COUNTY**, a political subdivision of the State of Oregon

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

James A. Tschubold

Laura S. Tschubold  
Print Name

Crystal Cox

Crystal Cox  
Print Name

LESSEE:

PI TOWER DEVELOPMENT LLC,  
a Delaware limited liability company

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Hiedi S. Stohr

Hiedi S. Stohr  
Print Name

Sama Carstens

Sama Carstens  
Print Name

Accepted by Yamhill County  
Board of Commissioners on

3-9-17 by Board Order

# 17-666

**EXHIBIT "A"**

Description of Real Property (Leased Premises)

**LEASED PREMISES LEGAL DESCRIPTION**

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 01°48'22" EAST 39.00 FEET;  
THENCE SOUTH 88°11'38" EAST 57.00 FEET;  
THENCE SOUTH 01°48'22" WEST 39.00 FEET;  
THENCE NORTH 88°11'38" WEST 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2223 SQUARE FEET OR 0.051 ACRES.

Parallel  
INFRASTRUCTURE

# EXHIBIT "A-1"

## Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit "A-1".

### LEASED PREMISES LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCHEK" ON THE NORTHWEST CORNER OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCHEK" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
 THENCE SOUTH 69°13'19" EAST 371.45 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 01°48'22" EAST 39.00 FEET;  
 THENCE SOUTH 89°11'30" EAST 57.00 FEET;  
 THENCE SOUTH 01°48'22" WEST 39.00 FEET;  
 THENCE NORTH 89°11'30" WEST 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2223 SQUARE FEET OR 0.051 ACRES

### ACCESS EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 12-FOOT STRIP OF LAND LYING 5-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCHEK" ON THE NORTHWEST CORNER OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCHEK" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
 THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
 THENCE ALONG THE SOUTH LINE THENCE, SOUTH 89°11'30" EAST 44.59 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 11°49'11" EAST 37.13 FEET;  
 THENCE SOUTH 01°53'04" WEST 83.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET;  
 THENCE ALONG SAID CURVE 21.45 FEET THROUGH A CENTRAL ANGLE OF 87°47'49";  
 THENCE SOUTH 89°40'53" WEST 465.84 FEET TO THE SOUTHEASTERLY CORNER OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE SOUTH LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY CORNER OF NE LAFAYETTE AVENUE.

CONTAINING 7.236 SQUARE FEET OR 0.166 ACRES

### UTILITY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 15-FOOT STRIP OF LAND LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCHEK" ON THE NORTHWEST CORNER OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCHEK" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
 THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
 THENCE ALONG THE WEST LINE THEREOF, NORTH 01°48'22" EAST 7.50 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 89°11'30" WEST 7.50 FEET;  
 THENCE NORTH 01°48'22" EAST 15.56 FEET TO A POINT HERENAFTER REFERRED TO AS POINT "A" AND THE END OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH A 10-FOOT STRIP OF LAND LYING 5-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

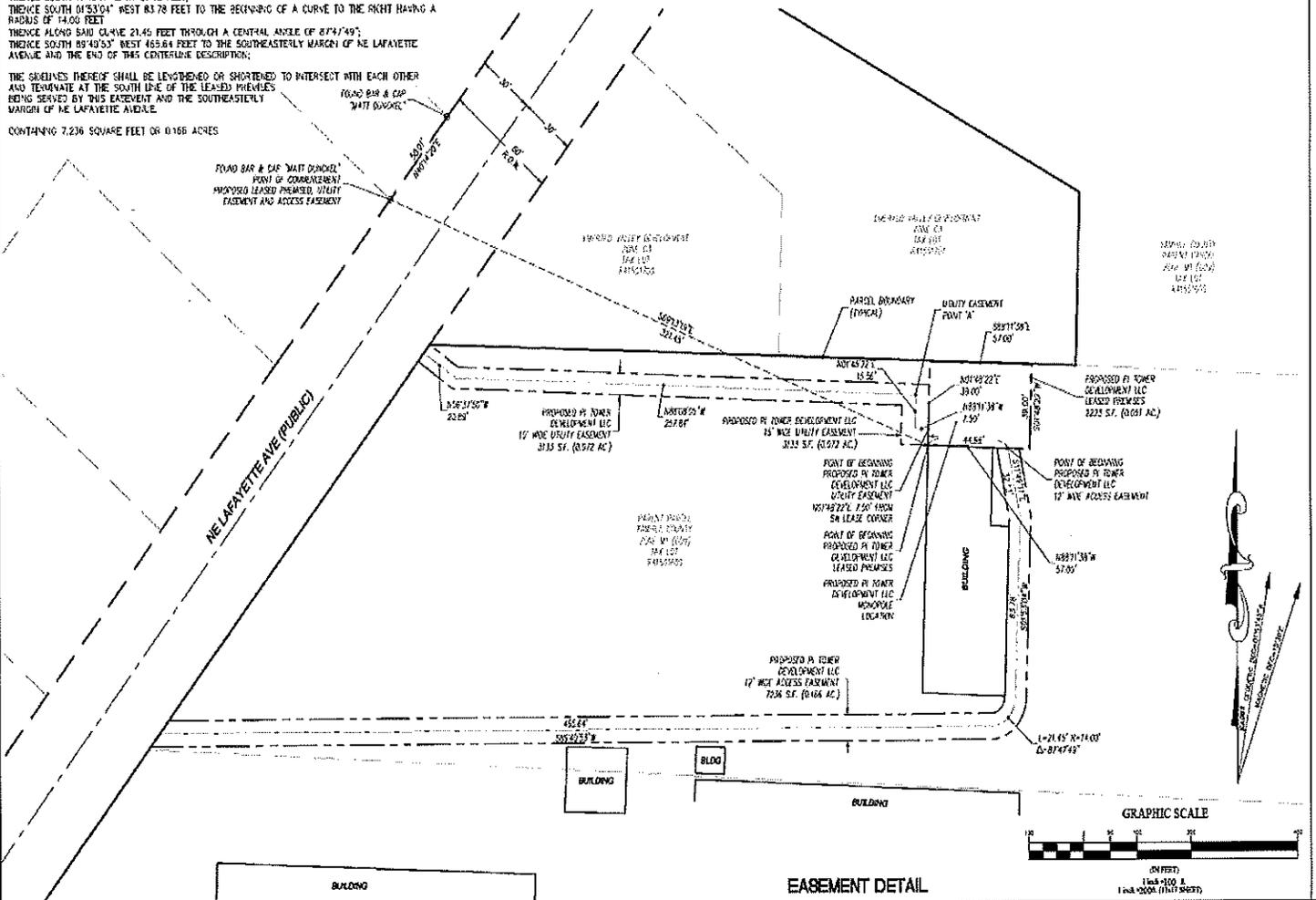
BEGINNING AT AFORESAID POINT "A";  
 THENCE NORTH 89°08'05" WEST 257.81 FEET;  
 THENCE NORTH 89°37'50" WEST 20.89 FEET TO THE SOUTHEASTERLY CORNER OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE WEST LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY CORNER OF NE LAFAYETTE AVENUE.

CONTAINING 3.133 SQUARE FEET OR 0.072 ACRES

### SITE INFORMATION

TAX LOT NUMBER	R44150850
SITE ADDRESS	2852 NE LAFAYETTE AVENUE MOUNTAINVIEW, OR 97178
FEE OWNER	YAMHILL COUNTY 431 NE EVANS MOUNTAINVIEW, OR 97128
SITE CONTACT	JOHN PHELAN
PHONE NUMBER	503-434-7515
ZONING	GOV (CITY OF MOUNTAINVIEW) ZONING APPROVAL NOT REQUIRED
SETBACKS	FRONT 25' SIDE 25' REAR 25'
SOURCE OF TITLE	FIDELITY NATIONAL TITLE CO
TOTAL PARENT PARCEL AREA	15471368 SF (35.02 AC)
LEASED PREMISES AREA	2223 SF (0.051 AC)
ACCESS EASEMENT AREA	7236 SF (0.166 AC)
UTILITY EASEMENT AREA	3133 SF (0.072 AC)



**EXHIBIT "B"**

**Easement(s)**

**ACCESS EASEMENT LEGAL DESCRIPTION**

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 12-FOOT STRIP OF LAND LYING 6- FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 88°11'38" EAST 44.98 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 11°49'11" EAST 32.13 FEET;  
THENCE SOUTH 01°53'04" WEST 63.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET  
THENCE ALONG SAID CURVE 21.45 FEET THROUGH A CENTRAL ANGLE OF 87°47'49";  
THENCE SOUTH 89°40'53" WEST 165.64 FEET TO THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE SOUTH LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE.

FOUND BAR & CAP  
"MATT DUNCKEL"

CONTAINING 7.236 SQUARE FEET OR 0.166 ACRES

**UTILITY EASEMENT LEGAL DESCRIPTION**

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 15-FOOT STRIP OF LAND LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNCKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
THENCE ALONG THE WEST LINE THEREOF, NORTH 01°48'22" EAST 7.50 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 88°11'38" WEST 7.50 FEET;  
THENCE NORTH 01°48'22" EAST 15.56 FEET TO A POINT HERENAFTER REFERRED TO AS POINT 'A' AND THE END OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH A 10-FOOT STRIP OF LAND LYING 5- FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT 'A';  
THENCE NORTH 88°08'05" WEST 257.84 FEET;  
THENCE NORTH 58°37'50" WEST 20.89 FEET TO THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE WEST LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE.

CONTAINING 3,133 SQUARE FEET OR 0.072 ACRES

**EXHIBIT "C"**

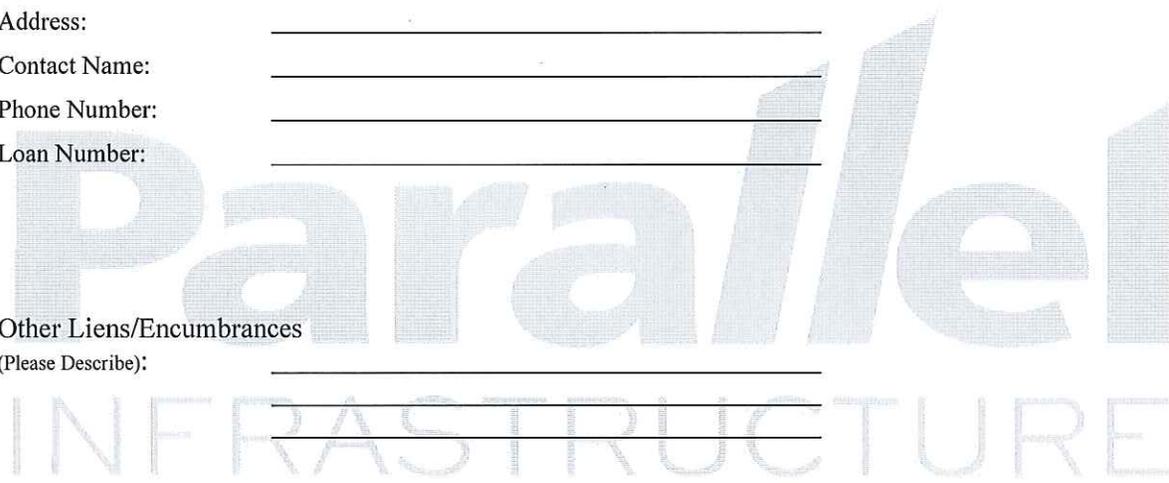
Liens and Encumbrances

Holder of 1<sup>st</sup> Mortgage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Loan Number: \_\_\_\_\_

Holder of 2<sup>nd</sup> Mortgage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Loan Number: \_\_\_\_\_

Other Liens/Encumbrances  
(Please Describe): \_\_\_\_\_  
\_\_\_\_\_

If No Mortgage(s), check here:  \_\_\_\_\_



**EXHIBIT "D"**

**MEMORANDUM OF GROUND LEASE AGREEMENT**

See Attached



**Exhibit "E"**

**Crown Castle Tower**

See Attached

DATE: February 24, 2017

TO: City of McMinnville Planning Department

RE: Radio Facility OR1 Wortman: 2050 NE Lafayette Ave, McMinnville, Oregon, 97128

Dear Planner,

This letter addresses any potential interference concerns to any existing telecommunication facilities from the proposed Verizon Wireless facility located at 2050 NE Lafayette Ave, McMinnville, Oregon, 97128. The proposed site is licensed and granted by the Federal Communication Commission ("FCC") to transmit in the frequency bands listed in *Table 1*.

Band	Call Sign	Transmit Frequency(s) (MHz)	Receive Frequency(s) (MHz)
700 - Upper C	WQJQ694	746-757	776-787
850 - B	KNKN411	880-890, 891.5-894	835-845, 846.5-849
1900 - E	KNLH685	1965-1970	1885-1890
1900 - F	WPTI754	1970-1975	1890-1895
2100 - B	WQGB229	2120-2130	1720-1730
2100 - C	WQPZ964	2130-2135	1730-1735
2100 - J	WQVP236	2170-2180	1770-1780

*Table 1: Frequency Bands*

The FCC is a federal governing body with Congress to oversee and set any communications law and regulation standards for all telecommunication operators and manufacturers. The FCC's rules and regulations are in Title 47 of the Code of Federal Regulations ("CFR"). The purpose of the rules and regulations is to maintain and protect any harmful co-channel or adjacent channel interference caused by any licensees.

The horizontal and vertical antennas separation between Verizon and other telecommunication operators located on the ATC and Crown Castle towers will minimize any potential interference. *Figure 1* shows an overview of the locations of the proposed Verizon Wireless facility and the existing surrounding towers, ATC and Crown Castle. *Figure 2* shows the elevation view of the proposed site. The centerline for all Verizon's antennas will be at 126' AGL. All operating hardware at the proposed telecommunications facility is type accepted by the FCC to meet radio frequency emission requirements.



*Figure 1: Site Locations*

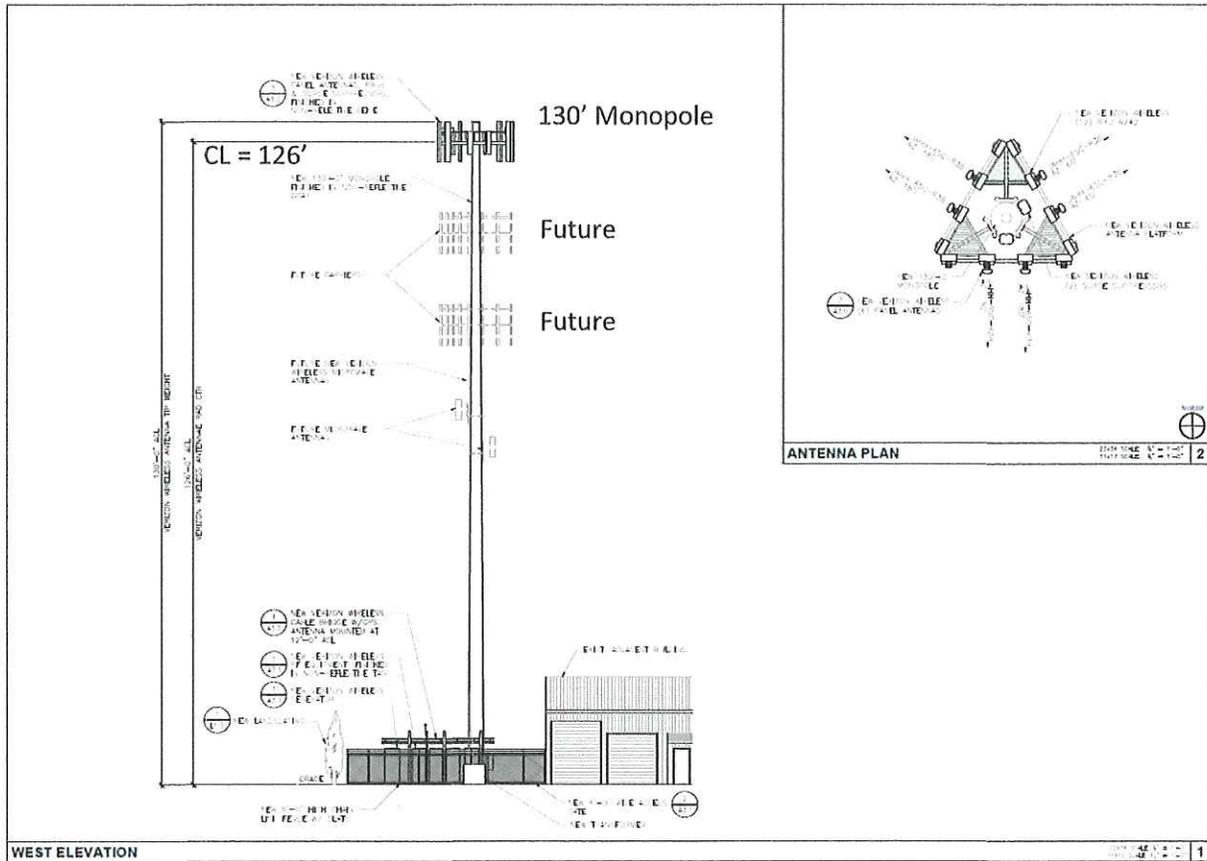


Figure 2: Proposed Site Elevation View

The proposed site will be in compliance with all applicable federal laws and regulation standards set by the FCC. Verizon's sites are monitored 24/7 by a National Operations Center (NOC) to ensure normal operation. In the very unlikely event that the proposed site is found to interfere with other telecommunication operators, Verizon will cooperate with all parties involved to mitigate and resolve the interference problem.

I certify that this information is correct to the best of my knowledge, and all calculations, assumptions and conclusions are based on generally acceptable engineering practices.



---

John C. Keating, P.E.

License: CO-37296

Exp: 10-31-2017

Upon recording return to:  
PI Tower Development LLC  
909 Lake Carolyn Parkway  
Suite 260  
Irving, TX 75039  
Attention: Contracts Administrator

Site Name: OR-McMinnville-Wortman  
Site Number: PIOR015

### MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement is made on March 31<sup>st</sup>, 2017, by and between **YAMHILL COUNTY**, a political subdivision of the State of Oregon, as Lessor, whose mailing address is 2060 NE Lafayette Avenue McMinnville, Oregon 97128 and **PI TOWER DEVELOPMENT LLC**, a Delaware limited liability company, as Lessee, whose address is 909 Lake Carolyn Parkway, Suite 260, Irving, TX 75039

1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of March 23<sup>rd</sup>, 2017 (the "Lease"), the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease are located in **Yamhill County, OR**, as more fully described in the legal description attached hereto as **Exhibit "A"** ("Leased Premises").

2. Pursuant to the Lease, the Lessor has granted, and by these presents does grant, to the Lessee easements for ingress, egress, utilities, "Fall Zone" (if applicable), and any other easements required by Lessee or governmental authorities for the duration of the Lease Agreement a more particularly described on **Exhibit "A"** hereto. Pursuant to the Lease, the easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

3. The Lease provides for an initial term of five (5) years (the "Initial Term") which commenced on March 23<sup>rd</sup>, 2017. The Lease also provides for five (5) additional five (5) year renewal terms (each, a "Renewal Term"). The Lease shall automatically renew for each such Renewal Term unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the Initial Term, or the Renewal Term then in effect.

4. The Lease provides that during the term of the Lease, except for the existing Crown Castle Tower currently located on Lessor's property and as further described in the Lease, neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which interferes directly or indirectly with Lessee on the Site.

5. All of the terms and conditions of the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

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

LESSOR:

**YAMHILL COUNTY**, a political subdivision of the State of Oregon

[Signature]  
Print Name: STANLEY A. PRIMOZICH  
Title: Chair, Board of Commissioners

Witness:

[Signature]  
Print Name: Christie Boenisch  
[Signature]  
Print Name: Timothy S. Sadlo

STATE OF Oregon

COUNTY OF Yamhill

I, Mikalie Frei a Notary Public of the County and State aforesaid, certify that Stan Primozich, as Commissioner of Yamhill County, a Political Subdivision of the State of Oregon personally came before me this day and acknowledged that (s)he executed the foregoing instrument on behalf of said County. He/She is personally known to me or produced OSDL as identification.

WITNESS my hand and notarial seal, this 20<sup>th</sup> day of March, 2017.

Notary Public: [Signature]  
Print Name: Mikalie Frei  
My Commission Expires: 2/1/21



LESSEE:

PI TOWER DEVELOPMENT LLC,  
a Delaware limited liability company

Witness:

[Signature]  
Print Name: Sama Carsters

[Signature]  
Print Name: Ron E. Bittner  
Title: Vice President

[Signature]  
Print Name: Elaine R. Raby

STATE OF FLORIDA

COUNTY OF DuVal

I, Elaine R. Raby the undersigned Notary Public for said County and State, do hereby certify that Ron E. Bittner, as VP of PI Tower Development LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company. He/She is personally known to me or produced Drivers License as identification.

WITNESS my hand and notarial seal, this 31 day of March, 2017.

Notary Public: [Signature]  
Print Name: Elaine R. Raby  
My Commission Expires: 8-1-2020



Elaine R. Raby  
Commission # GG17317  
Expires: August 1, 2020  
Bonded thru Aaron Notary

## EXHIBIT "A"

### LEASED PREMISES AND EASEMENTS

The 39' x 57' Leased Premises and Easement(s) are located in the land legally described as follows:

#### LEASED PREMISES LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1225, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 0°48'22" EAST 39.00 FEET;  
THENCE SOUTH 88°11'38" EAST 57.03 FEET;  
THENCE SOUTH 01°48'22" WEST 39.00 FEET;  
THENCE NORTH 88°11'38" WEST 57.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 2223 SQUARE FEET OR 0.051 ACRES.

#### ACCESS EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 12-FOOT STRIP OF LAND LYING 6- FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 88°11'38" EAST 44.98 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 11°49'11" EAST 32.13 FEET;  
THENCE SOUTH 01°53'04" WEST 83.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET;  
THENCE ALONG SAID CURVE 21.45 FEET THROUGH A CENTRAL ANGLE OF 87°47'49";  
THENCE SOUTH 89°40'53" WEST 465.64 FEET TO THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE SOUTH LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE.

FOUND BAR & CAP  
"MATT DUNKEL"

CONTAINING 7,236 SQUARE FEET OR 0.166 ACRES.

#### UTILITY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1225, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 15-FOOT STRIP OF LAND LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNKEL" ON THE NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND BAR AND CAP STAMPED "MATT DUNKEL" AT THE SOUTHERLY CORNER OF PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY, BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET TO THE SOUTHWEST CORNER OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT;  
THENCE ALONG THE WEST LINE THEREOF, NORTH 0°48'22" EAST 7.50 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 88°11'38" WEST 7.50 FEET;  
THENCE NORTH 0°48'22" EAST 15.56 FEET TO A POINT HEREAFTER REFERRED TO AS POINT 'A' AND THE END OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH A 10-FOOT STRIP OF LAND LYING 5- FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT 'A';  
THENCE NORTH 88°08'05" WEST 257.84 FEET;  
THENCE NORTH 56°37'50" WEST 20.89 FEET TO THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO INTERSECT WITH EACH OTHER AND TERMINATE AT THE WEST LINE OF THE LEASED PREMISES BEING SERVED BY THIS EASEMENT AND THE SOUTHEASTERLY MARGIN OF NE LAFAYETTE AVENUE.

CONTAINING 3,133 SQUARE FEET OR 0.072 ACRES