



Contract Review Sheet

PW-3281-00 (2)

Lease Agreement #: PW-3281-00 Amendment #: 2

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: (503) 566-4139 Date Sent: Wednesday, February 15, 2023

Title: PW campus tower and equipment space lease agreement SLM FLETCHER

Contractor's Name: Verizon Wireless

Term - Date From: July 12, 2000 Expires: November 30, 2030

Original Contract Amount: \$354,638.40 Previous Amendments Amount: \$0.00

Current Amendment: \$98,400.00 New Contract Total: \$453,038.40 Amd% 28%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# _____

Description of Services or Grant Award

Amendment #2 terms begin 12/1/2025 through 11/30/2030.

The lease rent will be \$19,680 a year to be paid on equal monthly installments of \$1,640 for five years.

Desired BOC Session Date: 6/14/2023 BOC Planning Date: 6/1/2023

Files submitted in CMS: 2/15/2023 Printed packet & copies due in Finance: 5/30/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 14, 2023

Department: Public Works Department Agenda Planning Date: June 1, 2023 Time required:

Audio/Visual aids

Contact: Dennis Mansfield Phone: 503-365-3111

Department Head Signature:

TITLE Amendment No. 02 (PW-3281-00) to Option and Lease Agreement between Marion County and Verizon Wireless

Issue, Description & Background
In June of 2000, Marion County entered into an Option and Lease Agreement with Verizon Wireless for the lease of property located at 5155 Silverton Road NE (Public Works Silverton Road campus). The lease of the original 360 square feet of property, and amended amount (Amendment No. 01) of 620 square feet by Verizon Wireless is for the utilization of a cell tower and equipment space. The original Agreement and subsequent Amendments are written to have the Agreement renewed every five years with a fifteen percent increase to the leased amount Verizon Wireless is obligated to pay Marion County.

Amendment No. 02 to the Option and Lease Agreement will increase the current Agreement amount of \$354,638.40 by \$98,400 (\$1,640 per month), for a new total of \$453,038.40.

Financial Impacts: N/A

Impacts to Department & External Agencies N/A

Options for Consideration:
1. Approve Amendment No. 02 to the Option and Lease Agreement with Verizon Wireless
2. Decline approval of Amendment No. 02 to the Option and Lease Agreement with Verizon Wireless

Recommendation:
1. Approve Amendment No. 02 to the Option and Lease Agreement with Verizon Wireless

List of attachments:
1. Contract Review Sheet
2. Request for Authorization of Contract, Amendment Exceed 25%
3. Amendment No. 02 to the Option and Lease Agreement with Verizon Wireless
4. Amendment No. 01
5. Original Lease Agreement

Presenter: Dennis Mansfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Chalyce MacDonald, cmacdonald@co.marion.or.us

**REQUEST FOR AUTHORIZATION OF CONTRACT
PW-3281-00**

Date: 2/22/2023
To: Chief Administrative Officer
Cc: Contract File
From: Nike Neuenheim

I. Subject: Amendment Exceeds 25%

DIPS CODE: 130-40-42-421-4201-342200-100697-000

Budget Authority: Yes No

CIP:

The Marion County Public Works Department is requesting approval to amend a lease agreement as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The lease agreement is with Verizon Wireless for PW campus tower and equipment space lease agreement SLM FLETCHER with a value of \$354,638.40 and an additional \$98,400 will be added to the lease agreement for a new lease agreement total of \$453,038.40 upon approval.

A. BACKGROUND

Marion County entered into a lease agreement with Verizon Wireless in 2000 for 360 square feet of property on the Silverton Road Public Works campus for a cell tower and equipment space. The original lease agreement included options to renew the terms every five years.

B. CURRENT AMENDMENT PURPOSE

The original contract is written to have the contract renewed every five years with a fifteen percent increase to the leased amount Verizon is obligated to pay Marion County Public Works. The current amendment was negotiated at a lower leased amount than was stated in the previous amendment. The amendment renews the terms for five years beginning 12/1/2025 and obligates Verizon to pay Marion County [~~\$1,693.44~~] \$1,640 a month, through 11/30/2030.

C. JUSTIFICATION

The lease agreement is set to expire on 11/30/2025 and needs to be renewed. In the original lease agreement, it is written that the rent is to be raised by 15 percent with each renewal of the lease agreement. The current amendment was negotiated at a lower rate, but will increase by fifteen percent with each additional extension term. The cell tower lease has been an ongoing agreement between Marion County and Verizon for more than 20 years. Verizon leases the 360 square foot property for the cell tower and equipment.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$ _____ Program / Account _____
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ 0
 - b. Managed with anticipated savings– explain why and from what costing: The Amendment does not begin until 2025, so there is no saving or impact to the current fiscal year budget.

Submitted by:

Reviewed by:

Chalyce MacDonald
Public Works Department

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO



Lessee Site Name: SLMFletcher
Lessee MDG Location #: 5000192276

AMENDMENT #2 to PW-3281-00
the OPTION AND LEASE AGREEMENT
between
MARION COUNTY and VERIZON WIRELESS

This Second Amendment to Option and Lease Agreement (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Marion County, a political subdivision of the State of Oregon (“LESSOR”), and Cellco Partnership d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Option and Lease Agreement dated June 6, 2000, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 5155 Silverton Road, NE, in the City of Salem, County of Marion, State of Oregon, as more particularly described in the Agreement. LESSOR and LESSEE may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the agreement to the contrary, the current term of the Agreement shall expire on 11/30/2025. Commencing on 12/01/2025, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 4 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.
2. Rent. Commencing on 12/01/2025, the annual rent during the Initial Extension Term shall be \$19,680.00 to be paid in equal monthly installments on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on 12/01/2030, annual rent for each Additional Extension Term shall increase by 15% upon commencement of each Additional Extension Term.
3. Rent Guarantee. Effective 12/01/2025, LESSEE’s obligation to pay rent shall be guaranteed for a period of 5 years commencing on 12/01/2025 and ending on 11/30/2030 (“Rent Guarantee”). The foregoing is intended to guarantee rent only and shall not be construed in any manner so as to limit LESSEE’s rights to terminate the Agreement as set forth therein. Notwithstanding anything herein to the contrary, LESSEE’s obligation under the Rent Guarantee shall not continue if the Agreement is terminated as a result of LESSOR’s default under the Agreement or as a result of any other action or inaction by LESSOR not attributable to LESSEE’s default.

4. Holdover. Notwithstanding anything contained in the Agreement to the contrary, the Parties agree that a holding over beyond the expiration or termination of the Agreement shall operate as an extension of the Agreement from month-to-month only (the “Holdover Period”), with rent due monthly in an amount equaling the monthly rent applicable during the month immediately preceding such expiration or earlier termination. Either Party may terminate the Agreement at the end of any month during the Holdover Period by providing 30 days written notice.
5. Rent Credit. This Second Amendment provides for a reduction in rent, effective 12/01/2025. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LESSEE’s rent due under the Agreement.
6. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.
7. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for, and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT #2 to PW-3281-00
the OPTION AND LEASE AGREEMENT
between
MARION COUNTY and VERIZON WIRELESS

IN WITNESS WHEREOF, this lease agreement has been executed the day and year last set forth below.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

LESSEE SIGNATURE

Authorized Signature: _____
Date

Title: _____

ORIGINAL

Site Name: SLM FLETCHER

AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

This AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made this 6th day of JULY 2005, between Marion County, a political subdivision of the State of Oregon as "Lessor" and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as "Lessee."

RECITALS

A. This Amendment pertains to that certain Option and Land Lease Agreement dated June 6, 2000, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at 5155 Silverton Road, NE, City of Salem, County of Marion, State of Oregon, on property legally described as set forth on Exhibit "A" to the Agreement, as amended by this Amendment.

B. The parties desire to amend the Agreement to increase the size of the Premises to accommodate an emergency power generator, increase the rent payable to Lessor and amend various other provisions as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Premises. The following provision shall be substituted for in its entirety and replace the first sentence of Recital B of the Agreement:

Lessee desires to obtain an option to lease a portion of the Property consisting of approximately Six Hundred Twenty (620) square feet (the "Premises") as well as rights-of-way and easements for ingress, egress, and utilities thereto.

3. Exhibit A. Exhibit "A" to the Agreement is hereby deleted and replaced with Exhibit "A" attached hereto and made a part hereof.

4. Rent. Upon the first (1st) day of the month following the date this Amendment is executed by the parties, the monthly rent payable by Lessee to Lessor shall be increased by Two Hundred Dollars (\$200.00) to Eight Hundred Fifty Dollars (\$850.00).

1700210

5. Right to Extend. The following provision shall be substituted for in its entirety and replace Article 3.03 of the Agreement:

This Agreement shall automatically be extended for the Renewal Terms, and at the end of the fourth (4th) Renewal Term, for an additional period of one year, and for annual periods thereafter, unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Notwithstanding the foregoing, the Agreement may be terminated during any one-year renewal period by either party giving notice to the other at least sixty (60) days before the end of such period.

6. Renewal Rental. The following provision shall be substituted for in its entirety and replace Article 3.04 of the Agreement:

The rental amount will increase to Eight Hundred Fifty and No/100 Dollars (\$850.00) per month until the beginning of the first five year extension. Each month during the first five-year extension term Lessee shall pay monthly rent in the amount of Nine Hundred Eighty and No/100 Dollars (\$980.00); each month during the second five-year extension term Lessee shall pay monthly rent in the amount of One Thousand One Hundred Seventy-Six and No/100 Dollars (\$1,176.00); each month during the third five-year extension term Lessee shall pay monthly rent in the amount of One Thousand Four Hundred Eleven and 20/100 Dollars (\$1,411.20); each month during the fourth five-year extension term Lessee shall pay monthly rent in the amount of One Thousand Six Hundred Ninety-Three and 44/100 Dollars (\$1,693.44). During any one-year extension following the fourth five-year extension, the annual rental shall be Twenty Thousand Three Hundred Twenty-One and 28/100 Dollars (\$20,321.28) and shall continue to be paid in equal monthly installments.

7. Notice. The following provision shall be substituted for in its entirety and replace Lessee's notice address in Article 1(f) of the Agreement:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Telephone: (908) 306-7000

8. Use. The following provision shall be substituted for in its entirety and replace the provision in Article 3.05 of the Agreement:

Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. However, Lessee acknowledges that this Agreement is based on the collocation of their equipment on the existing VoiceStream monopole and no

additional tower is approved by this Agreement. By way of example and not limitation, Lessee shall have the right, at its sole option, to install and use at the Premises a generator, of the type and kind determined solely by Lessee, in connection with Lessee's communications facilities. All improvements shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of the Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. Lessee shall work cooperatively with any/all other lessees utilizing Lessor's Property in areas adjacent to Premises. Any damage caused to Property by the installation of communication equipment or facilities will be repaired to Lessor's satisfaction within thirty (30) days. By way of example and not limitation, may include pavement, cuts and trenching on Property. Lessee will maintain the Premises in a good condition reasonable wear and tear excepted. Lessor will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. In the event that any governmental approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Lessee in its sole discretion will be unable to use the Premises for its intended purposes or the Lessee determines that the Premises is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Agreement. Notice of the Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rental amounts paid to said termination date shall be retained by the Lessor. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other, except as provided by Article 3.06.

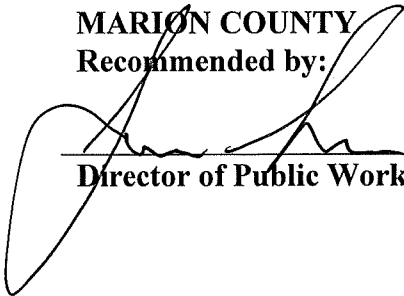
9. Successors and Assigns. The following provision shall be substituted for in its entirety and replace the provision in Article 6.03 of the Agreement:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. This Agreement may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Lessee in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Lessor, which consent will not be unreasonably withheld or delayed.

10. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this amendment.

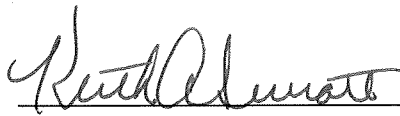
MARION COUNTY

Recommended by:



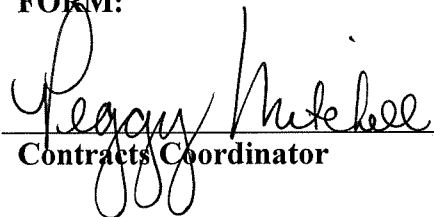
Director of Public Works Date 7/27/05

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless



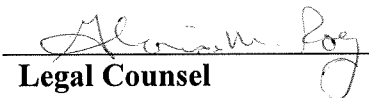
Keith A. Surratt
West Area Vice President-Network
Date 10/19/05

APPROVED AS TO
FORM:



Contracts Coordinator Date 6/28/05

APPROVED AS TO
FORM:



Legal Counsel Date 6/29/05


BOARD OF COMMISSIONERS:



Commissioner Brentano Date



Commissioner Carlson Date



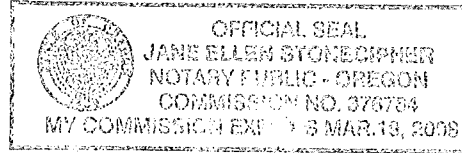
Commissioner Milne Date

STATE OF OREGON
COUNTY OF MARION

On 7 July 2005, before me, JANE ELLEN STONECIPHER Notary Public, personally appeared Sam Brentano, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane Ellen Stonecipher (SEAL)
Notary Public



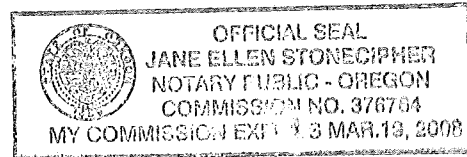
My commission expires: 3-19-08

STATE OF OREGON
COUNTY OF MARION

On 16 July 2005, before me, JANE ELLEN STONECIPHER, Notary Public, personally appeared Janet Carlson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane Ellen Stonecipher (SEAL)
Notary Public



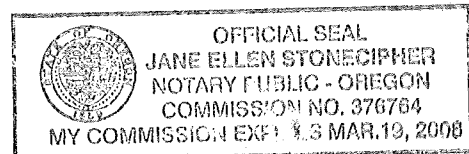
My commission expires: 3-19-08

STATE OF OREGON
COUNTY OF MARION

On 7 July 2005, before me, JANE ELLEN STONECIPHER, Notary Public, personally appeared Patti Milne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane Ellen Stonecipher (SEAL)
Notary Public



My commission expires: 3-19-08

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loeb
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ, residing at
MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

EXHIBIT "A"
1 of 2
LEGAL DESCRIPTION

PARCEL I:

Beginning at an iron pipe on the West line of the W.R. Munkers Donation Land Claim No. 51 in Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, said iron pipe being 466.58 feet South 9° 00' West from the Northeast corner of the W. J. Herron Donation Land Claim No. 48 in Township 7 South, Range 2 West of the Willamette Meridian in the County of Marion and State of Oregon; thence South 9° 00' West along the West line of said Claim No. 51, 970.88 feet to an iron pipe; thence South 64° 41' 30" East 400.85 feet to a point on the center line of the Salem-Silverton Road (M.R. No. 26) from which point an iron rod bears North 64° 41' 30" West 32.57 feet; thence North 48° 14' 30" East along the center of said Salem-Silverton Road 865.41 feet to a point from which an iron pipe bears North 57° 05' West 31.11 feet; thence North 57° 05' West 1,019.29 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County by deed recorded September 12, 1991 in Reel 889, Page 462.

PARCEL II:

Beginning at an iron pipe at the Northwest corner of that certain tract of land transferred by August Otjen to Marion County and recorded in Vol. 495, Page 560, Marion County Deed Records, said iron pipe being on the West line of the W.R. Munkers Donation Land Claim No. 51 in Township 7 South, Range 2 West of the Willamette Meridian, and 466.58 feet South 9°00' West from the Northeast corner of the W.J. Herron Donation Land Claim No. 48 in said Township 7 South, Range 2 West; thence South 57°05' East along the North line of said Marion County tract 680.68 feet to an iron pipe; thence North 32°55' East 228.32 feet to an iron pipe in the North line of that certain tract transferred by Norman Fletcher to August Otjen by deed recorded in Vol. 539, Page 486, Marion County Deed Records; thence North 64°15' West along the North line thereof 746.46 feet to an iron pipe at the Northwest corner of said tract; thence South 9°00' West 147.82 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County Fire District No. 1 by deed recorded June 4, 1992 in Reel 957, Page 69, Marion County Records.

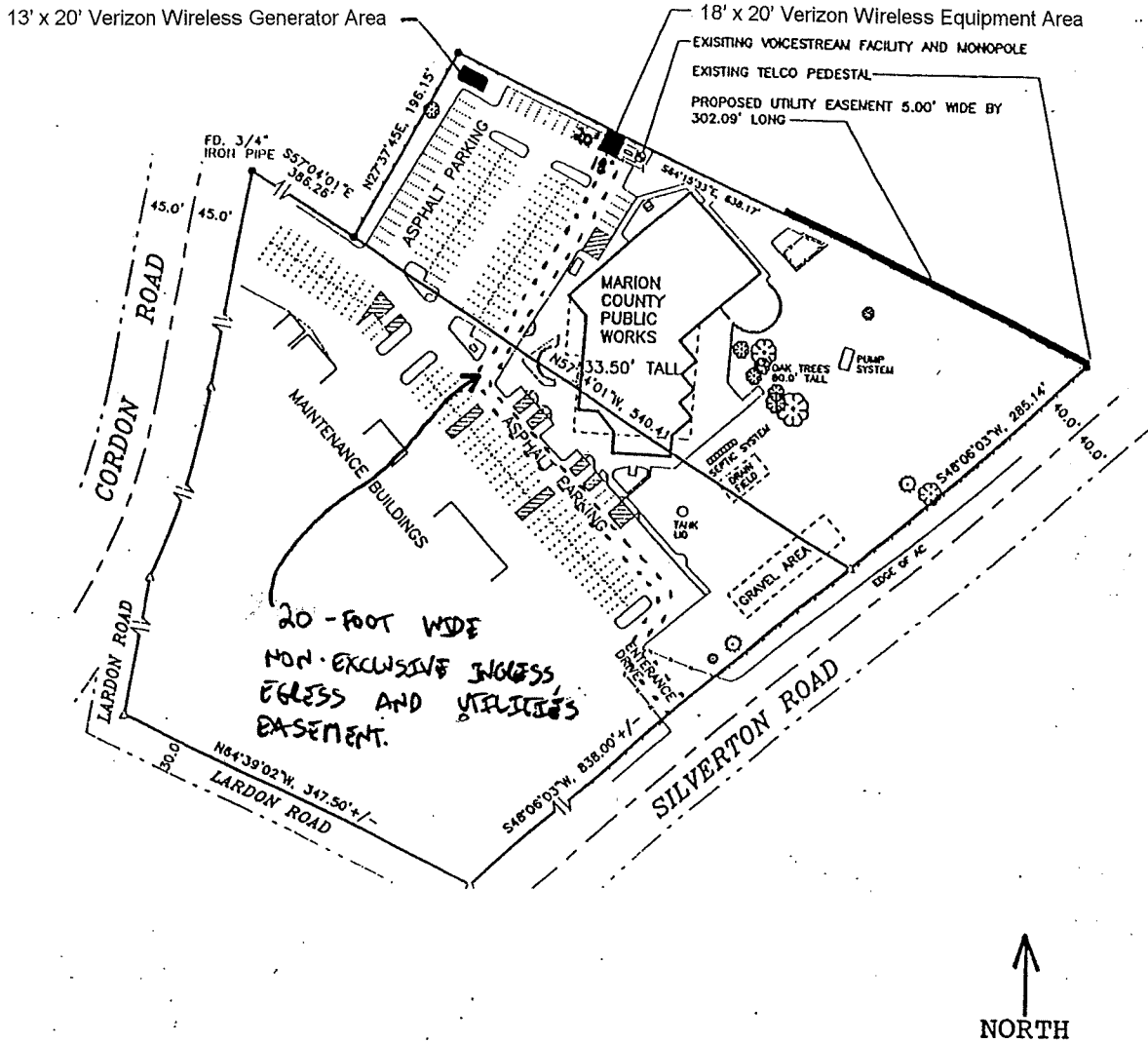
PARCEL III:

Beginning at an iron pipe at the Northeast corner of that certain 3.00 acre tract of land conveyed to Marion County, as recorded in Vol. 542, Page 110, Deed Records for Marion County, Oregon, said iron pipe being South 9°00' West 318.76 feet and South 64°15' East 746.46 feet from the Northeast corner of the W.J. Herron Donation Land Claim No. 48 in Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 64°15' East along the North line of the land of August Otjen and Vera Bassett as recorded in Vol. 529, Page 369, Deed Records, 418.66 feet to the center of the Salem-Silverton Road from which point an iron pipe bears North 64°15' West, a distance of 32.47 feet; thence South 48°14'30" West along the center of said road 290.74 feet, more or less, to a point and being common with the Northeast corner of land conveyed to Marion County in Vol. 495, Page 560, Deed Records; thence North 57°05' West along said North line, a distance of 338.61 feet to an iron pipe marking the Southeast corner of Marion County land as conveyed in Vol. 542, Page 110, Deed Records for Marion County, Oregon; thence North 32°55' East along the Easterly line of said County property as recorded in Vol. 542, Page 110, Deed Records, a distance of 228.32 feet to the place of beginning.

EXHIBIT "A"

2 of 2

DESCRIPTION OF THE PREMISES



Note: Verizon Wireless leasehold area consists of approximately 620 sq. ft. of ground space and is located northwest of the existing VoiceStream fenced enclosure. The Verizon Wireless is depicted as a solid black rectangle on this Exhibit and includes a 20-foot wide nonexclusive ingress, egress and utilities easement that extends to the site from Silverton Road N.E.

ORIGINAL

PROJECT NAME: SLMFLETCHER-1

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is made and entered into as of the 6th day of June, 2000, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of Marion, State of Oregon, described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. Lessee desires to obtain an option to lease a portion of the Property to be determined by Lessee, consisting of approximately 360- square feet (the "Premises") as well as rights-of-ways and easements for ingress, egress, and utilities thereto. The Premises are described in Exhibit A attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a survey which may be obtained at a later time.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.

Basic Information. In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

(a) Premises: the Premises located at: 5155 Silverton Road N.E. Salem, Oregon 97305

(b) Lessor: Marion County, a political subdivision of the State of Oregon

(c) Lessor's Address: Marion County Department of Public Works
5155 Silverton Road N.E.
Salem, Oregon 97305

Attn: Alan Haley

Telephone: (503) 588-5036

(d) Lessor's Rent Payee: Marion County

Address: Marion County Department of Public Works
5155 Silverton Road N.E.
Salem, Oregon 97305

Tax ID # 93-6002307

Telephone: (503) 588-5036

(e) Lessee: ~~Vodafone AirTouch Licenses, LLC~~, d/b/a Verizon Wireless

Verizon Wireless (VAW) LLC



- (f) Lessee's Address: Verizon Wireless
3350 - 161st Avenue Southeast
Bellevue, Washington 98008-1329
P. O. Box 91211
Bellevue, WA 98009-9211
Attention: Network Property Services - M/S 223
Telephone: (425) 747-4900
- (g) Option Period: Twelve (12) months, beginning on the Effective Date.
- (h) Option Payment: Five Hundred Dollars and no/00 (\$500.00).
- (i) Commencement Date: the commencement date of the Lease, set forth in Lessee's Notice of Exercise of the Option.
- (j) Lease Agreement Expiration Date: the date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to Article 3.03.
- (k) Rent: Six Hundred and Fifty Dollars and no/00 (\$650.00) per month.
- (l) Renewal Terms: four (4) consecutive periods of five (5) years each, beginning on the date following the Expiration Date.

ARTICLE 2.

2.01 Option Grant. In consideration of the Option Payment to be paid by Lessee to Lessor after execution of this Agreement by both parties, Lessor hereby grants to Lessee the right and option (the "Option") to lease the Premises on the following terms and conditions. The date on which this Agreement has been executed by both Lessor and Lessee shall thereafter be the "Effective Date" of this Agreement.

2.02 Exercise of Option. The Option may be exercised by Lessee at any time during the Option Period by notice from Lessee to Lessor. Lessee's notice shall state the Commencement Date. Upon exercise of the Option the Premises shall be subject to the Lease for the use described herein.

Lessee may extend the Option Period an additional one year, by giving notice to Lessor prior to the expiration of the Option Period and making an additional payment equal to the Option Payment. The time during which the Option may be exercised may be further extended by mutual agreement of the parties.

2.03 Termination of Option. If Lessee fails to exercise this Option within the Option Period, including any extension thereof, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

2.04 Legal Description. Lessor grants Lessee the right, but not the obligation, at any time during the term of this Agreement, to obtain a survey of the Premises at Lessee's expense. The legal description that may be derived from the survey will become Exhibit B which will be attached hereto and made a part hereof, and shall control in the event of any inconsistency between it and Exhibit A.

2.05 Right of Entry. Lessor shall permit Lessee, during the Option Period or extension thereof, free access to the Property and Premises, at Lessee's cost, to conduct surveys, subsurface boring tests, feasibility and final configuration assessments, environmental

assessments, and other inspections of the Property and Premises as Lessee may deem necessary. At the expiration of the Option Period or any extension thereof, if Lessee has not exercised its Option, Lessee will restore the Premises to their original condition at the Effective Date, reasonable wear and tear excepted.

ARTICLE 3.

3.01 Lease Term. The term of this lease ("Lease") shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes under or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way (Silverton Road N.E.) to the Premises. All required utilities shall be located underground. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Lessee's use of the Premises.

3.02 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee.

3.03 Right to Extend. Lessee shall have the right to extend the term of this Lease for the Renewal Terms and, at the end of the fourth (4th) Renewal Term, for an additional period of one year, and for annual periods thereafter.

Notice of the exercise of the right to extend the term shall be given by Lessee to Lessor at least six (6) months before the end of each such period.

Notwithstanding the foregoing, the Lease may be terminated during any of the one-year renewal periods by either party giving notice to the other at least sixty (60) days before the end of such period.

3.04 Renewal Rental. Each month during the first five-year extension term Lessee shall pay monthly rent in the amount of Seven Hundred and Eighty Dollars and no/00(\$780.00); each month during the second five-year extension term Lessee shall pay monthly rent in the amount of Nine Hundred and Thirty Six Dollars and no/00(\$936.00); each month during the third five-year extension term Lessee shall pay monthly rent in the amount of One Thousand One Hundred and Twenty Three Dollars and no/00(\$1,123.00); each month during the fourth five-year extension term Lessee shall pay monthly rent in the amount of One Thousand and Three Hundred and Forty Seven Dollars and no/00 (\$1,347.00). During any one-year extension following the fourth five-year extension, the annual rental shall be Sixteen Thousand One Hundred and Sixty Four Dollars and no/00(\$16,164.00) and shall continue to be paid in equal monthly installments.

3.05 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility") consisting of an equipment shelter together with necessary connecting appurtenances sufficient to be a fully operable Facility in its intended licensed communications coverage areas. The contents of the equipment shelter may include, without limitation, radio transmission and computer equipment, batteries and generator equipment. A security fence consisting of chain link or comparable construction may be placed around any improvements constructed on the Premises by Lessee. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition. Lessee acknowledges that this Agreement is based on the collocation of their equipment on the existing VoiceStream monopole and Lessee further acknowledges that they will work with VoiceStream to achieve the desired antenna

configuration. This Agreement does not allow for the placement or erection of an additional tower by Lessee on the Lessor's property.

In addition, in the event of a natural or man made disaster, in order to protect the health, welfare and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

Lessee hereby consents to the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including but not limited to a tower structure) which is located a distance greater than 100 feet from the Premises. Lessee's approval is required for all proposed transmission facilities located within 100 feet of the Premises for the purpose of eliminating interference and obstructions. Lessor agrees to (a) provide not less than sixty (60) days notice to Lessee prior to commencement of construction of any such transmission facility together with facility specifications for Lessee's approval, (b) the erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communications service rendered by Lessee to or from the Premises, and (c) no changes shall be made to the transmission facility of such other provider without Lessee's prior written consent, which consent shall not be unreasonably withheld. If Lessee deems, in its sole discretion, that the provisions of this article have been violated by Lessor or such other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within twenty-four (24) hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference and/or obstruction is cured. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this article together with Lessee's Minimum Standards for Communication Sites.

3.06 Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if Lessee does not obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs.

No later than sixty (60) days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear excepted. If time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or the existing monthly pro-rata basis if based on a longer payment term, until such time as the removal of the personal property and fixtures is completed.

At Lessor's option, which shall be exercised by written notice to the Lessee no later than sixty (60) days prior to the termination of this Lease, Lessee will leave the foundation and security fence which shall become the property of Lessor.

ARTICLE 4.

4.01 Lessee's Insurance. Lessee agrees to maintain general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 combined single occurrence limit.

4.02 Lessor's Insurance. Lessor is self insured and will maintain their self insurance program for the duration of this Agreement, or if abandoned will carry commercial general liability insurance

4.03 Indemnification. During the term of this Lease, the Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage caused by the negligence or willful misconduct of the Lessee, its servants or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Lessor, its servants, agents, or any other party for whom Lessor may be responsible.

ARTICLE 5.

5.01 Lessor Compliance. Lessor represents and warrants that to the best of its knowledge, and that of its principals, employees, and agents, as of the date of this Agreement, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"). In the event that the Premises or the Property are in noncompliance with any Laws which will impair Lessee's use and occupancy of the Premises, and such noncompliance does not arise from Lessee's use and occupancy of the Premises, Lessor shall at its sole cost and expense, promptly cause the Premises and the Property to comply with all Laws.

5.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

5.03 Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Property by Lessee.

(c) "Hazardous Materials" means asbestos, petroleum, PCBs, or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA and the Clean Water Act.

The obligations of this Article shall survive the expiration or other termination of this Agreement.

ARTICLE 6.

6.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee shall arrange to have its utilities separately metered.

6.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; and (c) there is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance which is a matter of public record Lessor will promptly obtain from such encumbering entity a non disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement, Lessor decides to subdivide, sell, or change the status of the Premises or the Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which Lessor receives actual Notice.

6.03 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Lessee may assign this Agreement, without Lessor's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any successor in interest of all or substantially all of the assets, stock or business of Lessee to which this Agreement pertains, which assignment shall fully release Lessee from any further obligations or liability under the terms of this Agreement commencing on the effective date of the assignment. A person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, is an affiliate of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. Control shall be defined as (i) ownership of 20% or more of the voting power of all classes of voting stock or (ii) ownership of 20% or more of the beneficial interests in income and capital of an entity other than a corporation.

6.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

6.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises are located.

6.06 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in article 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

6.07 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

6.08 Disputes. Any claim, controversy, or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

6.09 Recording. Lessor shall execute and Lessee shall be permitted to record at any time a memorandum of this Agreement. Lessee shall also be permitted to record a notice of exercise of the Option, which shall evidence the commencement of the lease concurrent with the exercise of the Option as provided for herein. If the Option is not exercised or if the lease portion of this Agreement is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title to the Property.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.



LESSOR:

Name: MARION COUNTY, a political subdivision of the State of Oregon

MARION COUNTY BOARD OF COMMISSIONERS

Michael G. Phipps
Catherine M. Phipps

Date 7-12-00

LESSEE:

Name: Verizon Wireless (VAW) LLC -
~~Vodafone AirTouch Licenses, LLC,~~
d/b/a Verizon Wireless
By: Celco Partnership, its single partner

By: [Signature] 10/13/00

Its: GREGG CLAUSIUS

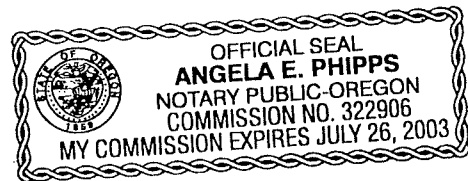
Date V.P.-NETWORK
NW AREA

STATE OF OREGON, COUNTY OF MARION)ss.

On this 12th day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared **MARION COUNTY COMMISSIONERS** and executed the foregoing instrument and acknowledged the instrument to be the County's free and voluntary act.

Witness my hand and official seal hereto affixed the day and year first above written.

Angela E. Phipps
Notary Public in for the State of Oregon
My commission expires on 7/26/03



APPROVED AS TO FORM:

Peggy Mitchell 7/11/00
County Contracts Coordinator

Jim Ellen Stone L. Jhi
County Legal Counsel

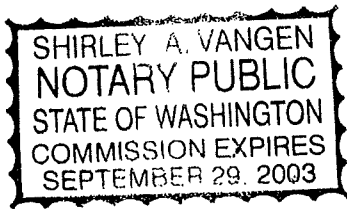
Alan M. Haley
Department Head

CORPORATE ACKNOWLEDGMENT

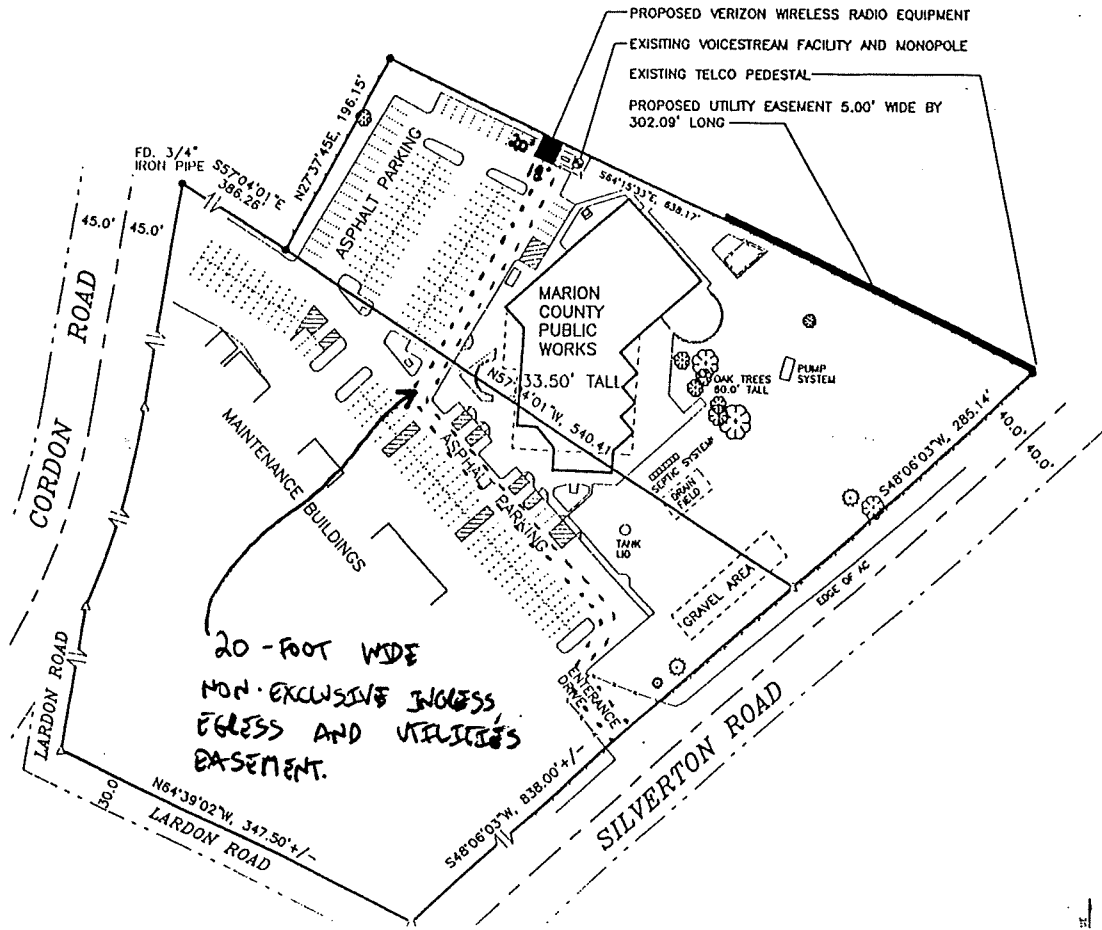
STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 13th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregg Clausius to me known to be an authorized representative of Celco Partnership, the single member of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley A. Vangen
Print or Type Name: Shirley A. Vangen
Notary Public in and for the State of WA,
residing at Bellvue, WA
My appointment expires: 09/29/2003



20-FOOT WIDE
NON-EXCLUSIVE INGRESS,
EGRESS AND UTILITIES
EASEMENT.



Note: Verizon Wireless leasehold area consists of approximately 360 sq. ft. of ground space and is located northwest of the existing VoiceStream fenced enclosure. The Verizon Wireless is depicted as a solid black rectangle on this Exhibit and includes a 20-foot wide nonexclusive ingress, egress and utilities easement that extends to the site from Silvertown Road N.E.

Legal Description:

PARCEL I:

Beginning at an iron pipe on the West line of the W.R. Munkers Donation Land Claim No. 51 in Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, said iron pipe being 466.58 feet South 9° 00' West from the Northeast corner of the W. J. Herron Donation Land Claim No. 48 in Township 7 South, Range 2 West of the Willamette Meridian in the County of Marion and State of Oregon; thence South 9° 00' West along the West line of said Claim No. 51, 970.88 feet to an iron pipe; thence South 64° 41' 30" East 400.85 feet to a point on the center line of the Salem-Silverton Road (M.R. No. 26) from which point an iron rod bears North 64° 41' 30" West 32.57 feet; thence North 48° 14' 30" East along the center of said Salem-Silverton Road 865.41 feet to a point from which an iron pipe bears North 57° 05' West 31.11 feet; thence North 57° 05' West 1,019.29 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County by deed recorded September 12, 1991 in Reel 889, Page 462.

PARCEL II:

Beginning at an iron pipe at the Northwest corner of that certain tract of land transferred by August Otjen to Marion County and recorded in Vol. 495, Page 560, Marion County Deed Records, said iron pipe being on the West line of the W.R. Munkers Donation Land Claim No. 51 in Township 7 South, Range 2 West of the Willamette Meridian, and 466.58 feet South 9°00' West from the Northeast corner of the W.J. Herron Donation Land Claim No. 48 in said Township 7 South, Range 2 West; thence South 57°05' East along the North line of said Marion County tract 680.68 feet to an iron pipe; thence North 32°55' East 228.32 feet to an iron pipe in the North line of that certain tract transferred by Norman Fletcher to August Otjen by deed recorded in Vol. 539, Page 486, Marion County Deed Records; thence North 64°15' West along the North line thereof 746.46 feet to an iron pipe at the Northwest corner of said tract; thence South 9°00' West 147.82 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County Fire District No. 1 by deed recorded June 4, 1992 in Reel 957, Page 69, Marion County Records.

PARCEL III:

Beginning at an iron pipe at the Northeast corner of that certain 3.00 acre tract of land conveyed to Marion County, as recorded in Vol. 542, Page 110, Deed Records for Marion County, Oregon, said iron pipe being South 9°00' West 318.76 feet and South 64°15' East 746.46 feet from the Northeast corner of the W.J. Herron Donation Land Claim No. 48 in Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 64°15' East along the North line of the land of August Otjen and Vera Bassett as recorded in Vol. 529, Page 369, Deed Records, 418.66 feet to the center of the Salem-Silverton Road from which point an iron pipe bears North 64°15' West, a distance of 32.47 feet; thence South 48°14'30" West along the center of said road 290.74 feet, more or less, to a point and being common with the Northeast corner of land conveyed to Marion County in Vol. 495, Page 560, Deed Records; thence North 57°05' West along said North line, a distance of 338.61 feet to an iron pipe marking the Southeast corner of Marion County land as conveyed in Vol. 542, Page 110, Deed Records for Marion County, Oregon; thence North 32°55' East along the Easterly line of said County property as recorded in Vol. 542, Page 110, Deed Records, a distance of 228.32 feet to the place of beginning.