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2011 5830603

RECEIVED

OCT 12 2011

UMATILLA COUNTY
RECORDS

After Recording Return To:
Walla Walla County Commissioners
P.O. Box 1506
Walla Walla, WA 99362

Title(s) of the Transaction(s) ORS 205.234(a)

Assignment and Extension of Lease agreement

Direct Party/Grantor

1. Thomas Beechinor
2. Cindy Beechinor
3. City of Walla Walla

Indirect Party/Grantee

1. Pikes Peak Towers LLC
2. Walla Walla County

State of Oregon)
County of Umatilla)

This instrument was received
and recorded on

10-12-11 at 3:30

in the record of instrument
code type DE-AL

Instrument Number 2011-5830603
Fee 121.00

Office of County Records


Records Officer



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ASSIGNMENT AND EXTENSION OF LEASE AGREEMENT

This assignment of lease and lease extension is made this 6th day of September, 2011 (county) by and between the City of Walla Walla, the County of Walla Walla, Thomas and Cindy Beechinor and Pike's Peak Towers LLC.

WHEREAS, a current lease agreement exists by and between Thomas and Cindy Beechinor and the City of Walla Walla for the purposes of maintaining a radio transmitter; and

WHEREAS, the lease was entered into in October 1998 and expires on October 1, 2013; and

WHEREAS, the City of Walla Walla manages the WESCOMM Public Safety Communications Center and 9-1-1 Answering Point; and

WHEREAS, the County of Walla Walla owns all associated system equipment, and the lessee's interest should be assigned to the County to reflect these changes; and

WHEREAS, it is understood that all references to Walla Walla County include the Walla Walla County Board of Commissioners and their designated public safety communications management entity; and

WHEREAS, Thomas and Cindy Beechinor wish to assign their interest in the lease to Pike's Peak Towers LLC, a Washington Limited Liability Company; and

WHEREAS, Thomas and Cindy Beechinor are the members of Pike's Peak Towers, LLC; and

WHEREAS, the parties desire to extend the current lease for an additional fifteen (15) years, commencing October 1, 2013 and terminating October 1, 2028.

NOW THEREFORE:

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the parties agree as follows:

1. All of the City of Walla Walla's rights and obligations in the October 1, 1998 lease between the City of Walla Walla and Thomas and Cindy Beechinor are assigned to Walla Walla County pursuant to Paragraph 12 of the lease.
2. All of Thomas and Cindy Beechinor's rights and obligations in the October 1, 1998 lease between the City of Walla Walla and Thomas and Cindy Beechinor are assigned to Pike's Peak Towers LLC, pursuant to paragraph 12 of the lease.



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3. Notices to the County shall be made to: Clerk of the Board of County Commissioners, 314 West Main Street, Room 203, Walla Walla, WA 99362.
4. Notices to Pike's Peak Towers, LLC shall be made to: Thomas Beechinor, agent for Pike's Peak Towers LLC, 5323 Cottonwood Road, Walla Walla WA, 99362.
5. It is agreed the above-referenced Lease Agreement is hereby extended for an additional fifteen (15) year term commencing on October 1, 2013 and terminating October 1, 2028.
6. Rent Adjustment: It is further agreed that the annual rental rate shall be increased by \$300 on October 1, 2011. Thereafter, the annual rental rate shall be increased by \$300 once every five (5) years for the succeeding five (5) year period.
7. Counterparts: This lease extension and assignment of lease may be executed in two or more counterparts on the document or via facsimile or scanned image, each of which such signature shall be deemed an original, but all of which shall constitute but one and the same instrument.
8. Except as provided herein, all other terms and conditions of the lease dated November 5, 1998, between the parties hereto shall remain in full force and effect.

IN WITNESS THEREOF, the parties have hereunto set their hands the day and year first above written.



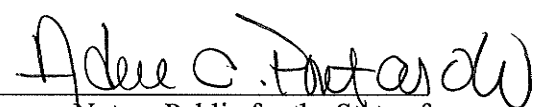
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THOMAS BEECHINOR, FORMER LESSOR and MEMBER OF PIKE'S PEAK TOWERS LLC, LESSOR

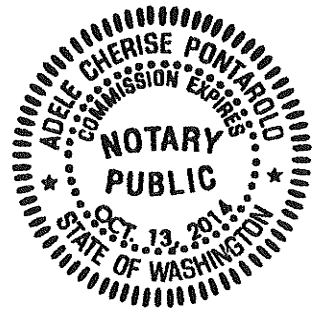
Dated August 15, 2011 By 
Thomas Beechinor
Managing Member
Pike's Peak Towers
5323 Cottonwood Road
Walla Walla, WA
99362

I certify that I know or have satisfactory evidence that Thomas Beechinor is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Pike's Peak Towers, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-15-11


Notary Public for the State of
Washington Residing at Walla Walla

My appointment expires: 10-13-14





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CYNTHIA BEECHINOR, FORMER LESSOR AND MEMBER OF PIKE'S PEAK TOWERS, LLC, LESSOR

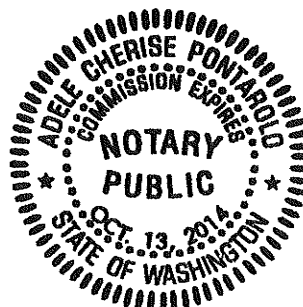
Dated 8-15-, 2011 By Cynthia Beechinor
Cynthia Beechinor
Member
Pike's Peak Towers, LLC
5323 Cottonwood Road
Walla Walla WA
99362

I certify that I know or have satisfactory evidence that Cynthia Beechinor is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of Pike's Peak Towers, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-15-11

Adele C. Pontarolo
Notary Public for the State of
Washington Residing at Walla Walla

My appointment expires: 10-13-14





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ATTEST:

COUNTY OF WALLA WALLA, LESSEE

Connie R Vinti
Connie Vinti, Secretary
Board of County Commissioners

Perry Dozier
Perry Dozier, Chairman
Walla Walla County Commissioner

CITY OF WALLA WALLA, Managing WESCOM

Nabiel Shawa
Nabiel Shawa, City Manager

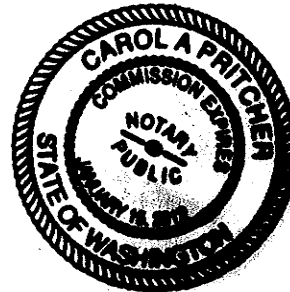
State of Washington
County of Walla Walla

I certify that I know or have satisfactory evidence that Nabiel Shawa is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Walla Walla to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug. 29, 2011

Carol A. Pritchard
Notary Public for the State of
Washington Residing at Walla Walla

My appointment expires: 1-15-2013





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APPROVED AS TO FORM:

Walla Walla County Prosecuting Attorney's Office

Jesse Nolte

ASSISTANT
Walla Walla City Attorney

[Signature]

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

City Clerk
City of Walla Walla
P.O. Box 478
Walla Walla WA 99362



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1072

RECEIVED

OCT 27 1998

UMATILLA COUNTY
RECORDS

339 0194

LEASE AGREEMENT

THIS lease made this 1st day of October, 1998 by and between Thomas and Cindy Beechinor, lessor(s), and the City of Walla Walla, lessee.

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the parties agree as follows:

1. **PREMISES:** Lessor(s) do(es) hereby lease to the City of Walla Walla, and the City of Walla Walla leases from lessor(s), for the term, rental and upon all of the terms and conditions hereinafter set forth, those certain premises described as:

A 50' by 50' piece of property in the Southwest Quarter of Section 15, Township 6 North, Range 37 East WM, in Umatilla County, State of Oregon. together with the right to ingress and egress over the access road to and upon the above described premises.

A. **SUBLEASE:** The City of Walla Walla may rent or lease any part of the leased premises or radio transmitter facilities constructed upon the leased premises to any other person or entity, upon consent of lessor, which shall not be unreasonably withheld.

2. **TERM:** The term of this lease shall be for fifteen (15) years commencing on October 1, 1998 and terminating on October 1, 2013.

A. **OPTION TO RENEW:** Upon thirty (30) days advance written notice to the lessor(s) prior to the expiration of the then current term, the City of Walla Walla may renew this lease at its sole option. The provisions of the next lease period may be re-negotiated at that time. The City of Walla Walla shall have the right to revoke its election to renew and terminate the lease and not extend for any additional lease period by giving written notice to the lessor(s) prior to the expiration of the then current term. If the City of Walla Walla gives such notice, then this lease shall terminate upon the expiration of the then current term. If the City of Walla Walla does not terminate, and the provisions of the lease are not re-negotiated as



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provided herein, this lease shall renew for a fifteen (15) year lease period on the same terms and conditions as provided herein.

3. RENT: The City of Walla Walla agrees to pay rent to lessor(s) in the amount of two thousand four hundred dollars (\$2,400.00) per year. Payment shall be made annually by no later than October 1 of each year.

A. RENT ADJUSTMENT: After the expiration of the first five (5) years of this lease, and every five (5) years thereafter, the rent shall be adjusted for the succeeding five (5) year period.

(1) The annual rent shall be increased by three hundred dollars (\$300.00) once every five (5) years.

A. SUBLEASE: In the event that the City of Walla Walla rents or leases any part of the leased premises or radio transmitter facilities constructed upon the leased premises to any other person or entity, the City of Walla Walla agrees to pay additional rent to lessor(s) in an amount equal to fifty percent (50%) of the amount received by the City of Walla Walla from such other person or entity.

4. USE OF PREMISES: The leased premises may be used for the construction, installation, maintenance, and operation of radio transmitter facilities and any buildings, structures, utilities, fences, poles, lines, anchors, lights, and other equipment reasonably related thereto.

A. REPAIRS AND MAINTENANCE: The City of Walla Walla shall maintain the leased premises free from debris and in reasonably good repair and condition. The City of Walla Walla shall have the sole responsibility for the installation, maintenance, repair construction or reconstruction of any improvements placed or to be placed upon the leased premises and may, at its own expense, alter or modify the improvements now existing or hereafter placed on the leased premises to suit its needs consistent with the intended use of the leased premises.

B. UTILITIES: All applications and connections for necessary utility



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services on the leased premises shall be made in the name of City of Walla Walla only, and may be installed at the expense of the City of Walla Walla. The City of Walla Walla shall be responsible for payment of charges for utilities at the leased premises as they become due.

5. QUIET ENJOYMENT: Lessor(s) covenant(s) that City of Walla Walla shall have peaceable and quiet enjoyment of the leased premises free from any interference.

A. TAXES: Lessor(s) shall pay all taxes, assessments, or other governmental charges that shall or may be imposed on the leased premises or any part thereof. Lessee shall pay any additional taxes, assessments, or other governmental charges resulting from improvements to the premises made by Lessee.

B. ADJOINING USES:

(1) Lessee covenants that lessee shall not use the premises, or permit its use, in a manner which interferes with the operation of transmitter facilities which are currently in operation on property adjoining the leased premises on the date that this agreement is made.

(a) Lessee shall cure any interference with the operation of transmitter facilities which are currently in operation on property adjoining the leased premises on the date that this agreement is made within thirty (30) days after written notice thereof by lessor(s) to City of Walla Walla.

(2) Lessor(s) covenant(s) that lessor(s) shall not use the property adjoining the leased premises, or permit its use, for any new or modified uses after the date of this agreement, in a manner which interferes with the operation of the radio transmitter facility operated by the City of Walla Walla or its sublessee(s).

(a) Lessor(s) shall cure, or cause to be cured, any interference caused by new or modified uses by Lessor(s), or permitted by Lessor(s), with the operation of the radio transmitter facility operated by the City of Walla Walla or its sublessee(s) within thirty (30) days after written notice thereof to Lessor(s).



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(3) After construction and installation of radio transmitter facilities and any buildings, structures, utilities, fences, poles, lines, anchors, lights, and other equipment reasonably related thereto by Lessee on the premises, and operation thereof for thirty (30) days, Lessee shall not use the premises, or permit its use, for any new or modified uses after that date, in a manner which interferes with the operation of existing or new transmitter facilities.

(a) Lessee shall cure any interference caused by new or modified uses of Lessee with the operation of existing or new transmitter facilities within thirty (30) days after written notice thereof by lessor(s) to City of Walla Walla.

C. LESSOR ENTRY: The City of Walla Walla agrees to reasonably permit entry to the premises to lessor(s) upon advance request by lessor(s), and at such times and upon such conditions as may be required by the City of Walla Walla, to allow lessor(s) to inspect the premises or show the premises to prospective tenants or purchasers.

6. IMPROVEMENTS: The parties agree that all improvements to the leased premises constructed, installed, maintained, or operated by the City of Walla Walla or its sublessee(s) shall remain the property of the City of Walla Walla or said sublessee(s). Upon termination of this agreement, the City of Walla Walla and its sublessee(s) shall have the right to remove any or all improvements from the leased premises, at their sole option. Improvements shall be removed without damaging the leased premises. The City of Walla Walla and its sublessee(s) shall have the right to enter the leased premises for the purpose of removal of improvements for a period of sixty (60) days following termination of this lease. Ownership to any improvement which is not removed shall vest in lessor(s).

7. HOLD HARMLESS: The City of Walla Walla hereby agrees to indemnify, defend and hold harmless the lessor(s) from any and all liability for injury or damage to persons or property caused by the use of the property by the City of Walla Walla.

8. INSURANCE: The City of Walla Walla shall maintain premises liability



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insurance with a minimum coverage of one million dollars (\$1,000,000.00).

9. TERMINATION: This agreement shall terminate upon its expiration as provided in paragraph 2 herein.

A. EARLY TERMINATION FOR DEFAULT OR BREACH: Each of the following events shall constitute a default or breach of this lease by City of Walla Walla for which lessor(s) may terminate this lease prior to its expiration:

(1) Failure to pay rent or additional rent within sixty (60) days after it shall become due, provided however, that the City of Walla Walla shall have the right to cure any default for nonpayment by making the payment due within thirty (30) days after written notice thereof by lessor(s) to City of Walla Walla.

(2) Failure by the City of Walla Walla to perform or comply with any of the other conditions or covenants of this lease which are reasonably within its control if such nonperformance shall continue for a period of thirty (30) days after written notice thereof by lessor(s) to City of Walla Walla.

B. EARLY TERMINATION BY LESSEE: The City of Walla Walla may terminate this lease prior to its expiration by giving one hundred eighty (180) days advance written notice to lessor(s).

C. EARLY TERMINATION BY MUTUAL AGREEMENT: The parties may terminate this lease prior to its expiration at any time by mutual written agreement.

D. CONDEMNATION: In the event that all or part of the leased premises are taken or condemned by any competent authority for any public or quasi-public use or purpose, the City of Walla Walla may terminate this agreement prior to its expiration, at its sole option, or continue this lease in full force and effect upon the terms and conditions herein.

10. ENTIRE AGREEMENT: This lease constitutes the entire agreement of the



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parties, and supersedes all prior agreements, contracts and understandings, written or oral.

11. MODIFICATION: The provisions of this lease may be modified by mutual written agreement of the parties.

12. ASSIGNMENT: Either party may assign its rights and obligations under this agreement upon consent of the other party which will not be unreasonably withheld.

13. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The provisions of this lease shall be binding upon the legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

14. NOTICES: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, and shall be deemed to be given upon the date of mailing. Either party may change its address provided herein by providing written notice of a change of address to the other party at the other party's last address of record.

A. LESSORS' ADDRESS. The address of lessor(s) for any notice or payment required herein shall be Thomas and Cynthia Beechinor, Route 3, Box 253, Walla Walla, WA 99362.

B. LESSEE'S ADDRESS. The lessee's address for any notice required herein shall be City Manager, City of Walla Walla, 15 N. Third Ave., Walla Walla, WA 99362.

15. APPLICABLE LAW: This agreement shall be governed by and construed in accordance with the laws of State of Washington.

A. VENUE: Walla Walla County shall be the venue for any dispute arising out of this agreement or any question regarding its construction or interpretation.

16. SEVERABILITY: Any provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or

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illegality.

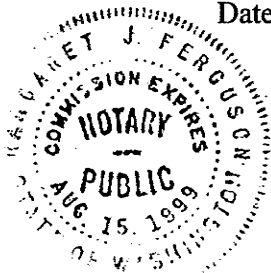
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

Thomas Beechinor, Lessor
Thomas Beechinor

State of Washington
County of Walla Walla

I certify that I know or have satisfactory evidence that Thomas Beechinor is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 2, 1998



Margaret J. Ferguson
Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 8-15-99

Cynthia Beechinor, Lessor
Cynthia Beechinor

State of Washington
County of Walla Walla

I certify that I know or have satisfactory evidence that Cynthia Beechinor is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes



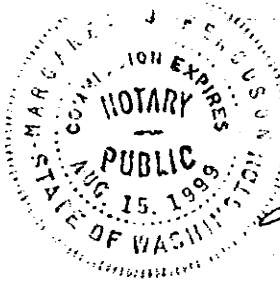
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mentioned in the instrument.

Dated: October 2, 1998

Margaret J. Ferguson
Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 8-15-99



Attest:

CITY OF WALLA WALLA, LESSEE

Kammy D. Hill
City Clerk

Scott D. Staples
SCOTT D. STAPLES
WALLA WALLA CITY MANAGER

State of Washington
County of Walla Walla

I certify that I know or have satisfactory evidence that Scott D. Staples is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Walla Walla to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-5-98

Carol A. Pritcher
Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 1-15-2000



