ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT MINUTES

19 April 2019

A quorum was present.

Water Board:

Ron Schiffman, President

Debra Birkby, Vice-President & Treasurer

Virginia Birkby Linda Murray Dan Seifer

Sanitary Board:

Darr Tindall (non-voting)

Casey Short (non-voting)

Public:

Mary Olson, Community Forest Outreach Coordinator

Ben Dair, Sustainable Northwest

Richard Gibson, President - Cannon View Park

David & Jeannie Stockton

Mike Manzulli Bill Campbell Carl Matson

Staff:

Phil Chick, District Manager

Steve Hill, Secretary

Mr. Ron Schiffman opened the meeting at 6:01pm.

Public Comments: None.

Agenda: Remove Treasurer's report. Mr. Seifer moved acceptance of the agenda as amended which was seconded by Ms. Virginia Birkby. All in favor. Motion carried.

Consent Agenda: Remove March 15th minutes. Ms. Murray moved acceptance of the agenda as amended which was seconded by Ms. Virginia Birkby. All in favor. Motion carried.

Old Business:

Watershed Update:

North Coast Land Conservancy (NCLC) Memorandum of Understanding (MOU): (Information) We have not received NCLC's signed copy of the MOU yet.

Budget Request from Clatsop County: (Information) Mr. Seifer drafted a letter (attached) requesting inclusion of the community forest acquisition in the next county budget for \$250K. Ms. Lianne Thompson was reported to be attempting to get our effort on the county commissioners next meeting agenda. The county's budget committee will next meet on May 1st and Ms. Olson was asked if she could attend that meeting.

It was suggested that consideration be given to creating a visitor's center for the Arch Cape Community Forest near the present cannon turn out which would be informative and supportive of increased tourism in the community. There could be a kiosk and short forest trail with good access to available parking. Application for such a project would need to be made in November to be a part of the counties process for use of short term rental fee income.

Outreach Coordinator Report: (Information) Ms. Mary Olson reported that the recent effort to remove scotch broom from the watershed was a great success with seven attendees. It was suggested that it would be a good idea to identify all of the stakeholders in our community forest acquisition effort as well as developing a tri-fold flyer giving key information to the public on this effort.

Mr. Ben Dair said that it would be good to plan additional scotch broom removal events in the future. Additionally he recommended obtaining DEQ input at the next regular meeting in the near future and get on the intended use plan for the 2020 budget cycle.

Cannon View Park (CVP) Intertie Proposal: (Information) Mr. Richard Gibson, President of Cannon View Park presented updated materials (attached) relating to a possible intertie. A question was raised as to whether a district consolidation had been considered to which he answered that the current CVP board felt they were doing well as they are and takes pride in caring for their water source over the years and weren't aware of anything wrong with the present arrangement.

Mr. Chick recommended the eight (8") inch intertie option.

An issue was raised as to whether our lawyer would recommend such an intertie arrangement when CVP is a private group and the water district is public. Mr. Chick was directed to refer legal issues to the district's lawyer.

Ms. Debra Birkby said she was not in favor of an intertie.

Mr. Short expressed his view that district consolidation would be for the greater good which was supported by Mr. David Stockton who felt that everyone should be together. There was an expression that water rates would be lower for current CVP customers if there was a merger and that it would be better to broaden the rate base for future growth.

A question was asked as to how many full time residents were in CVP to which Mr. Gibson answered that there were three to four full time within the fifty (50) unit hookup district.

Move to the next meeting for action.

Proposed T-Mobile Cell Tower at Water Treatment Plant: (Information) T-Mobile has expressed their only interest in a tower location to be the water district's treatment plant location for which they would pay the district \$600.00 per month. Mr. Schiffman said there could be an easement law suit issue and doesn't want any involvement in this potential fight. Mr. Seifer said that absent a written consent for easement access to the water district site containing a cell tower that we shouldn't consider T-Mobiles request.

Mr. Debra Birkby moved to issue a letter to T-Mobile expressing no interest by the board for a cell tower on water district property which was seconded by Ms. Murray. All in favor. Motion carried. Mr. Chick was directed to forward such a letter on behalf of the board.

Board Position Filings: (Information) Mr. Hill reported having filed Ms. Linda Murray's application for inclusion on the ballet for the May special districts election.

Billing Appeal Request Form Draft: (Action) Mr. Seifer moved approval of Ms. Jeannie Stockton's billing appeal form draft (attached) which was seconded by Ms. Debra Birkby. All in favor. Motion carried. It was recommended that the water districts full legal name be used on the form.

Natural Hazard Mitigation Plan (NHMP): (Information) Mr. Chick indicated that a written agreement had just been received and recommended taking it up at next month's meeting.

March 15th Minutes: (Information) Ms. Virginia Birkby asked that the minutes be considered at the next regular meeting.

New Business:

Resolution 19-01 WD System Development Charge Update: (Action) Mr. Seifer moved approval of RES 19-01 WD System Development Charge Update (attached) which was seconded by Ms. Debra Birkby. All in favor. Motion carried.

Reports:

Accounts Receivable: Water district receivables were reported to be in good condition.

District Managers Report: (attached) Mr. Chick said that stream flows would be monitored. He reported that our operator Matt Gardner had recently celebrated his third year anniversary of employment with the district and had given exemplary performance

Board of Directors' Comments and Reports: Ms. Debra Birkby said it may be a good idea to explore a local bond effort for financing. Mr. Schiffman said that he loved the scotch broom activity. Ms. Murray said she saw no advantage to the district for a permanent intertie with Cannon View Park.

May Agenda Items: (Information) CVP intertie, NHMP, March 15th minutes, local option bond, adoption of a budget, and pay adjustments.

Public Comment: Ms. Jeannie Stockton suggested that an intertie with CVP was a legal issue which should be resolved. Mr. David Stockton said he felt that a merger with CVP should be

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considered. Mr. Mike Manzulli expressed his appreciation for the board's hard work and being a good neighbor. Mr. Bill Campbell suggested a reworking of the community forest mission statement. Mr. Hill spoke on behalf and at the request of Ms. Marjorie MacQueen in her support of the erection of a cell tower in Arch Cape.

The meeting was adjourned by Mr. Ron Schiffman at 7:49pm.

Respectfully submitted,

Steve Hill

Attest

Mr. Ron Schiffman/President



April 5, 2019

Clatsop County Board of Commissioners 800 Exchange St., Suite 410 Astoria, OR 97103

Re: Budget Request for The Arch Cape Forest

Dear Commissioners:

The Arch Cape Domestic Water Supply District has applied to the U.S. Forest Service for a \$5 million Forest Legacy Project grant to acquire fee title to 2,121 acres of hemlock-cedar forestland that supply community drinking water and represent a nationally unique geology. The District is hopeful of favorable action this summer. If awarded, the grant would require approximately \$2 million of non-Federal cost share. The District is requesting that Clatsop County budget \$250,000 toward this local share during the 2019-2020 fiscal year, without prejudice to a subsequent request.

The Arch Cape Forest would significantly benefit Clatsop County and its residents and visitors:

- Protection of a watershed which is a sole source of domestic water
- Creation and maintenance of a working community forest
- Promotion of tourism for scenic forestland without degradation or development
- Development of public access and facilities for recreation
- Long-term management of timberland in accordance with FSC certification
- Protection of the Cape Falcon Marine Reserve into which the watershed drains
- Protection of historically recognized habitat on Asbury Creek for coho salmon
- Protection of native fish, wildlife and plants, including threatened and unique species
- Protection of views from the Pacific Coast Scenic Byway and 2 adjacent state parks
- Joins North Coast Land Conservancy's Coastal Edge Initiative and Rainforest Reserve

We understand that outdoor recreation and tourism are the fastest-growing segment of the County's economy. The University of Oregon / Travel Oregon 2018 survey found that half of visitors to the North Coast come from outside the State, and the accompanying report recommends new recreation areas to disperse visitor impacts.

Thank you for your consideration.

Arch Cape Domestic Water Supply District

Daniel J. Seifer, Director (5)

cc:

commissioners@co.clatsop.or.us lthompson@co.clatsop.or.us cs@co.clatsop.or.us August-10, 2018

CURRAN-MCLEOD, INC. CONSULTING ENGINEERS 6655 S.W. HAMPTON STREET, SUITE 210 PORTLAND, OREGON 97223

Mr. Phil Chick, Manager Arch Cape Water District 32065 East Shingle Mill Lane Arch Cape, OR 97102

RE: ARCH CAPE WATER DISTRICT CANNON VIEW PARK INTERTIE

Dear Phil:

We have coordinated with you and reviewed the piping requirements to complete an Arch Cape Water District intertie with the Cannon View Park water system. This letter is to identify the scope of work and provide a cost to complete the engineering required for the construction.

Our understanding is that the connection needs to be manually isolated, metered and have pressure regulation to prevent overflowing the CVP storage reservoirs. Fire flows can be provided with a 6" pressure reducing and sustaining valve, unmetered, in a common vault with a bypass route. Domestic demands can be accommodated with on the bypass, with a metered 2" pressure reducing and sustaining valve. The existing valve at Highway 101 can provide the manual isolation for the connection.

Backflow prevention can be provided, however, the risk of contamination from the CVP source is minimal. The pressure reducing valves can be provided with a check feature to prevent any backflow if desired.

The connecting pipeline currently stops at the valve cluster at Highway 101 and Carnahan Road, approximately 200 feet from the end of the CVP distribution system. Completing the interconnection will require approximately 200 feet of mainline construction as well as the valves, meter and vault.

Cannon View Park should decide if they want fire protection through the emergency intertie. If so, the mainline extension from Highway 101 will need to be 8" diameter, and the 6" pressure reducing valve will need to be included in the vault construction. It should be noted that ClaVal makes a 6" pressure regulating valve in the body of an 8" valve, which provides the hydraulics of a 6" valve without the need for reducers to connect to the 8" mainline.

If domestic demands only are provided during these emergency periods, the mainline size can be reduced and the 6" pressure reducing valve can be deleted. The valve vault would then only contain the 2" pressure regulating valve and a meter.

PHONE: (503) 684-3478 E-MAIL: cml@curran-mcleod.com FAX: (503) 624-824

Mr. Phil Chick August 10, 2018 Page 2

The pressure controls will permit ACWD to set a delivery pressure that would be adjustable, and could ensure water is only supplied during emergency conditions. The 2" valve would, for example, only supply water if the CVP system pressure was reduced by several psi. Additionally, the fire flow valve would only provide water if the CVP system pressures dropped even further. The pressure settings can be determined in the field after completion of the connection.

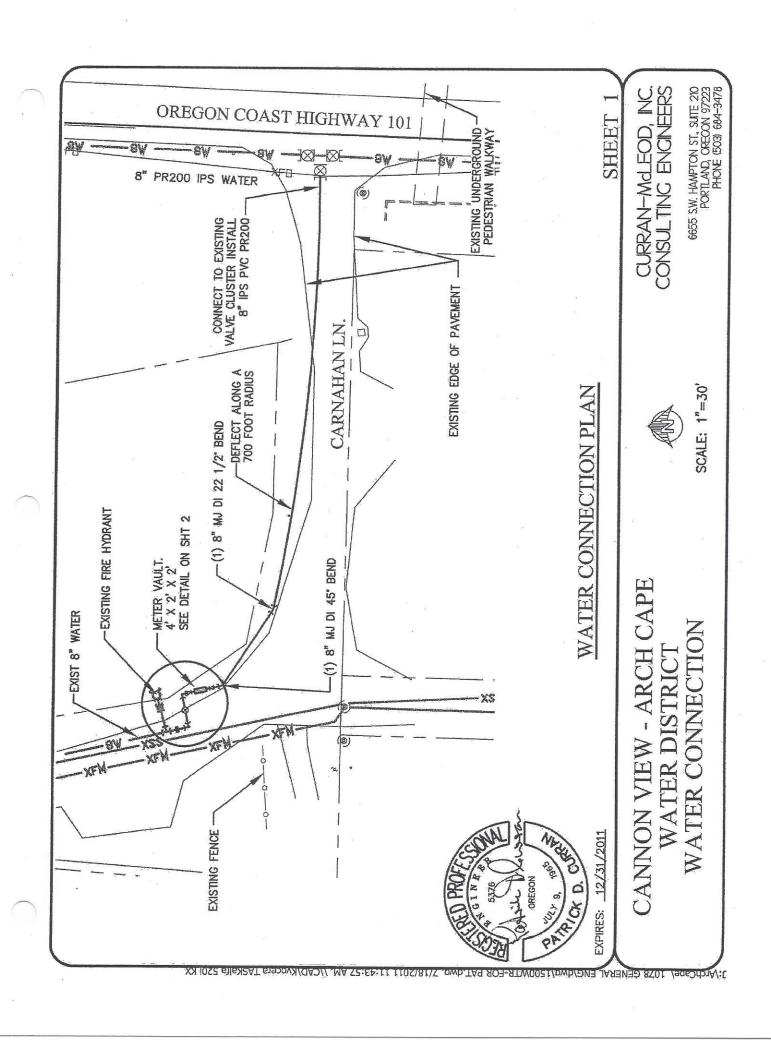
The engineering efforts required to prepare a plan for the connection, and cost estimates, should not take long. We estimate 6 hours of professional staff and 6 hours of CAD graphics. Total engineering costs are estimated at \$1,400. We would expect our invoice will be to the ACWD, and that the District will charge CVP for the work.

Let us know if you would like us to proceed

Very truly yours,

CURRAN-McLEOD, INC.

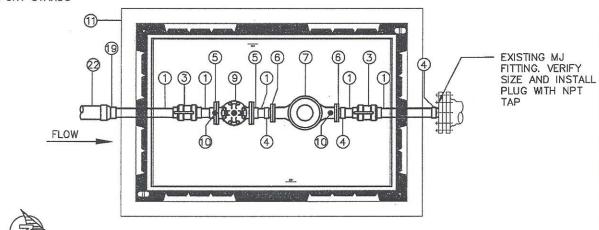
Curt McLeod P.E.



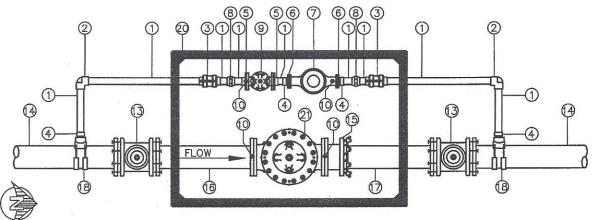
- 1 2" SCH 80 PVC PIPE
- 2 2" SCH 80 S X S PVC 90
- (3) 2' TRUE UNION PVC BALL VALVE
- 4) 2" SCH 80 PVC MALE ADAPTER
- (5) 2" SCH 80 PVC SLIP-ON FLANGE
- (6) 2" THR'D METER FLANGE ADAPTER
- (7) 2" POS. DISPLACEMENT FLOW METER
- (8) 2' SCH 80 S X S UNION
- (9) 2" FLG'D CLA-VAL SERIES 90 PRV
- 10 PIPE SUPPORT STANDS

- 1) VALVE VAULT, OLDCASTLE 644-LA OR EQUAL WITH TRAFFIC RATED LID
- (2) 2" SCH 40 PVC PIPE
- 3 8"MJ GATE VALVE WITH VALVE BOX
- 1 8" C900 PVC PIPE
- 1 8" RESTRAINED FLG COUPLING ADAPTER
- 6 8" DI FLG X PE PIPE
- 7 8" DI PIPE
- 18 8" X 2" NPT SADDLE

- (9) 3" X 2" SCH 40 PVC S X S REDUCER
- 20 VALVE VAULT, OLDCASTLE 575—LA WITH TRAFFIC RATE DOUBLE DOOR
- 2) 8" FLG'D CLA-VAL 692 PRV/PSV
- 23 3" SCH 40 PVC PIPE



2" CARNAHAN CONNECTION DETAIL
CANNON VIEW PARK INC., ARCH CAPE, OR
SCALE: 1/2" = 1'-0"



2 8" CARNAHAN CONNECTION DETAIL CANNON VIEW PARK INC., ARCH CAPE, OR SCALE: 3/8" = 1'-0"

EXPIRES: 12/31/2018

WATER LINE CONNECTION DETAILS CANNON VIEW PARK, INC CURRAN-MOLEOD, INC. CONSULTING ENGINEERS

> 6655 S.W. HAMPTON ST., SUITE 210 PORTLAND, ORECON 97223 PHONE (503) 684-3478



Bob McEwan Construction Inc.

P.O. Box 2845 Gearhart, OR 97138 OR. CCB #48302

Estimate

DATE	ESTIMATE NO.
10/19/2018	4382

NAME / ADDRESS

Cannon View Park, Inc. 2711 SE Milwaukie Ave Portland, OR 97202-2422

i i i i i i i i i i i i i i i i i i i	PROJECT	
	2" Connection	

ITEM	DESCRIPTION	QTY	COST	TOTAL
Other 120D Excav. 120D Excav. 120D Excav. Labor Other Hot Asphalt/B 3/4-0/Bayv 28 trk Pipe Pipe	Consolidated materials - Is 120D Excavator (hr) - mobilization 120D Excavator (hr) - excav. for pipe and vault Labor (hr) Dump fee for spoil dirt to spoil site (yd) a/c cut (ft) Hot Asphalt Class C Mix (tn) 3/4"-0" rock (tn) #28 dump truck (hr) 2" water meter (Is) 644 vault with street rated lid (Is) Subtotal	QTY 1 2 16 30 80 480 24 101 16 1	3,216.00 130.00 130.00 60.00 8.00 1.70 210.00 12.00 105.00 1,473.00 6,100.00	3,216.00 260.00 2,080.00 1,800.00 640.00 816.00 5,040.00 1,212.00 1,680.00 1,473.00 6,100.00 24,317.00

Total

\$24,317.00



Bob McEwan Construction Inc.

P.O. Box 2845 Gearhart, OR 97138 OR. CCB #48302

If you have questions regarding your bill, please call Mike at 503-440-0223.

Estimate

DATE	ESTIMATE NO.
10/19/2018	4383

NAME / ADDRESS

Cannon View Park, Inc. 2711 SE Milwaukie Ave Portland, OR 97202-2422

PROJECT	
8" connection	

ITEM	DESCRIPTION		COST	TOTAL
Other 120D Excav. 120D Excav. Labor Dump fee/farm Other Hot Asphalt/B 3/4-0/Bayv 28 trk Pipe Pipe	Consolidated materials - ls 120D Excavator (hr) - mobilization 120D Excavator (hr) - excav. for pipe and vault Labor (hr) Dump fee for spoil dirt to spoil site (yd) a/c cut (ft) Hot Asphalt Class C Mix (m) 3/4"-0" rock (tn) #28 dump truck (hr) 2" water meter (ls) 644 vault with street rated lid (ls) Subtotal		17,360.40 130.00 130.00 60.00 8.00 1.70 210.00 12.00 105.00 1,473.00 6,100.00	17,360.40 260.00 2,080.00 2,880.00 640.00 816.00 5,040.00 1,212.00 1,680.00 1,473.00 6,100.00 39,541.40
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Total

\$39,541.40

Jonathon Longfellow Construction Inc.

P.O. Box 416 Nehalem, OR 97131 CCB #164614

Estimate

Date	Estimate #	-
 1/22/2019	781	1

Name / Address	and the state of t
Cannon View Park Inc. Carnahan, Road Arch Cape, OR 97102	

			Terms	Project	
Item	Description	Qtý	Cost	Total	
Waterline	Option # 1 Install 210' of 8" waterline C-900 DR 18 PVC GJ blue pipe. Vault, 8' CLA-VAL 692 PRV/PSV with 2" flow meter.	- (41,745.00	41,745.00	
Waterline	Option # 2 Install 210 of 3" water line schedule 40 BE pipe. Vault, 2" PRV 20-105# range and 2" LF 2 OMC2 M/C .1FPL 1CF AMR.		29,725.00	29,725.00	

Exclusions:Permits, fees, engineering, and surveying. Prices remain in effect for 30 days.

Total

Phone#	Fax#	E-mail
503-368-4223	503-368-4316	Longfellowinc@nehalemtel.net

Arch Cape Water District 32065 East Shingle Mill Lane Arch Cape, OR 97102

November 8, 2013

Board of Directors Arch Cape Water District

Re: Cannon View Water District intertie.

After carful review of data provided by Curran McLeod and Cannon View Park I have the following comments.

- 1. Cannon View Park Water Co. can supply water to the Arch Cape Water district in an emergency. CVPW Storage capacity is limited to 140,000 gallons; the spring delivers an additional 7 GPM. In the summer there is enough water to supply Arch Cape for 3 days calculating in demand from CVPW. Water curtailment as described in the district water conservation and management plan and as required by OAR 690-86-140(3) would need to be implemented if an event took place in the summer. In the winter there's at least a two week supply calculating present demand from Arch Cape Water District.
- The metering vault and meter can be removed from the project reducing the cost. Both districts use the AMR meter reading system. Meters can be read before and after an event. CVPW and ACWD would need to agree upon a bulk price for the water.
- 3. There is a 9 psi difference between the two systems. ACWD would need to monitor the higher elevations for pressure loss in the event of an emergency.
- Cannon View Park falls under the same requirements and guidelines for monitoring as Arch Cape Water district. CVPW dose not pose a health risk to the customers of Arch Cape. (see attached)
- 5. Mike McEwan cost to install the intertie is around \$10,000 including materials. The construction cost to our district is around \$4,000. I would estimate the cost to have an intergovernmental agreement drafted is around \$1,000. Attached you will find an email from Pat Curran dated 10-30-13 which describes cost sharing

Conclusion:

The board needs to decide if this project is beneficial. If so then the two water suppliers need to work out an intergovernmental agreement. Within this agreement both suppliers would agree to bulk pricing for water and what constitutes an emergency. In the event an intertie becomes long term the agreement should provide for dispute resolution providing direction to both parties.

Respectively submitted,

Thomas Merrell



Thomas Merrell < thomasmerrell@gmail.com>

Arch Cape/ CVP Water Intertie

1 message

Pat Curran < pdc@curran-mcleod.com>

Wed, Oct 30, 2013 at 4:32 PM

To: Thomas Merrell thomasmerrell@gmail.com, Dick Petrone thomasmerrell@gmail.com, Dick Petrone thomasmerrell@gmail.com <a href="thomas

Thomas/ Dick:

We have reviewed the intertie benefits and costs as they affect both water systems. In summary, we believe that the balance of benefits generally favors CVP. However, there are material benefits to ACWD as well.

CVP enjoys storage redundancy and capacity in excess of its needs. ACWD has a large amount of storage but only one reservoir.

CVP has a limited size water right on two small springs, but only one is developed. ACWD has ample water rights for winter demands and some source surplus for summer needs.

On paper, CVP seems vulnerable because of the small spring source and would gain better benefit from an intertie. However, ACWD would be in a world of hurt without the single reservoir.

Considering the demands on both systems and the vulnerability to an interruption to the sources or storage, the balance of benefits would seem to be 80/20 toward CVP.

That said, the elevated reliability of both systems deriving from an intertie is about the same even though the timeline of mutual support is short for CVP supporting the demands of ACWD.

For purposes of equalizing the costs of construction of an intertie, we would lean toward a 60/40 split of costs. And, this conclusion is based on the joint merit of the final resulting pipeline. And, of course, the needed check valve at CVP reservoir is an expense of the CVP only since the pressure resulting from ACWD would overtop the CVP reservoir due to the difference of water levels.

This summary is for your purposes and we can forward a hard copy of the evaluation if you wish.

Pat

Patrick D. Curran, P.E.
CURRAN-McLEOD, INC.
6655 SW Hampton Street, Suite 210
Portland, Oregon 97223

Tel: (503) 684-3478 Fax: (503) 624-8247 Cell: (503) 807-7453

email: pdc@curran-mcleod.com

From: Thomas Merrell

Sent: Tuesday, October 29, 2013 9:33 AM

To: Pat Curran

Cc: Arch Cape Water and Sewer Districts; Arch Cape Service District; Thomas Merrell

Subject: email addresses

SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between Error! Reference source not found., a municipalError! Reference source not found. of the State of Oregon ("Landlord") and Error! Reference source not found., a Delaware Error! Reference source not found. ("Tenant").

Landlord and Tenant agree to the following:

- 1. <u>Property Description</u>. Landlord is the owner of the real property located atError! Reference source not found., as further described on <u>Exhibit A</u> (the "<u>Property</u>"). The Property includes the premises which is comprised of approximatelyError! Reference source not found. square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on <u>Exhibit B</u> (the "<u>Premises</u>"). Tenant reserves the right to update the description of the Premises on <u>Exhibit B</u> to reflect any modifications or changes.
- 2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "Option Period"). The Option Period will be automatically extended for successive three (3) additional one (1) year period(s), unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord Error! Reference source not found. and no/100 dollars (\$Error! Reference source not found.).
- 3. <u>Landlord Cooperation</u>. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "<u>Governmental Approvals</u>"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord.Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be **Error! Reference source not found.(Error! Reference source not found.)** years commencing on the date of Tenant's exercise of the Option (the "Commencement

<u>Date</u>"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "<u>Initial Term</u>"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "<u>Term</u>."

- b) The Initial Term shall automatically renew for Error! Reference source not found. (Error! Reference source not found.) successive renewal terms of Error! Reference source not found. (Error! Reference source not found.) years each (each a "Renewal Term"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.
- c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "Extended Period"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

Rent/Other Charges.

- a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Error! Reference source not found. (\$Error! Reference source not found.) per Error! Reference source not found. (the "Rent"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each Error! Reference source not found..
- b) The Rent for each successive Renewal Term shall be an amount equal to Error! Reference source not found. percent (Error! Reference source not found.%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred one percent (101%) of the Rent for the immediately preceding Term.
- c) Rent for any partial Error! Reference source not found. shall be prorated on a per day basis, based on the number of days in the Error! Reference source not found. in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.
- d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.
- 7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

Site Number:

Error! Reference source not found.

Site Lease - version 8.29.17

- a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "Utility Facilities").
- b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage.

9. Access and Easements.

- a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.
- b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.
- 10. <u>Termination</u>. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("<u>FCC</u>") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.
- 11. <u>Casualty and Condemnation</u>. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time.In addition, Tenant may terminate the Lease by written notice to Landlord.
- 12. <u>Default and Right to Cure</u>. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("<u>Default</u>"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

Site Number:

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13. <u>Taxes.</u>Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

- a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.
- b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.
- c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.
- d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.
- e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.
- 15. <u>Notices</u>. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon

receipt if personally delivered orsent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

Attn: Lease

Compliance/Error!

Reference source not found.

If to Landlord, to:

Error! Reference source not found.

Error! Reference source not found. Error! Reference source not

Per the W-9 Form Rent is to be paid to:

Error! Reference source not found.

Error! Reference source not found.

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsiblefor all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

- a) Tenant shall have the right to assign or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.
- b) Landlord shall have the right to assign and transfer this Lease onlyto a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due

Site Number:

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under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Leaseseparate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

- c) Tenant may sublease space within the Antenna Facilities and on Tenant's structure with Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
- 19. <u>Relocation</u>. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "<u>Work</u>") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.
- **20.** Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

- a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.
- b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.
- c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.
- d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.
- e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

- g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.
- h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Error! Reference source not found.	
By:	The second secon
Printed Name:	
Title:	
Date:	
TEMANIT	The state of the s
TENANT: Error! Reference source not found. Error! Reference source not found	1. Company of the com
Ву:	
Printed Name:	
Title:	
Date:	
Date.	
	T-Mobile Legal Approval

[Notary block for Landlord]

STATE OF)			
) ss.			
COUNTY OF)			
- 1 /				
This instrument was acknowledge				, [name of entity]
a	[type of entity].	on behalf of said		[name of entity]
5 4 4				
Dated:				
	Notary Public			
	Print Name			
	My commission expire	es		
(Use this space for notary stamp/s	eal)			
(Ose this space for notally stamp)	call			
[Landlord Notary block for an Ind	ividual)		2.0	
STATE OF)			
) ss.			
COUNTY OF)			
This instrument was acknowledge	d b of ore see an	hu		
an individual.	d before me on	by		
Dated:				
	Notary Public			
	Print Name			
	My commission expire	es		
(Use this space for notary stamp/s	eal)			

Site Number: Site Name: Error! Reference source not found.

Market: Error! Reference source not found.

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EXHIBIT A Legal Description

Property address of Error! Reference source not found.

Assessor's tax parcel number of Error! Reference source not found.

The Property is legally described as follows: [Enter legal description below or as an attachment(s) A-2, etc.]



EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

[Enter Premises description here or on attachment(s).]



EXHIBIT C

Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

After Recording, Mail To:

APN: Error! Reference source not found. Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Error! Reference source not found., a(n) Error! Reference source not found. ("Landlord") and Market Entity Name. Error! Reference source not found., a Delaware Error! Reference source not found. Error! Reference source not found. ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

- 1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
- 2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one(1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
- 3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for Error! Reference source not found. (Error! Reference source not found.) years and will commence on the date that Tenant exercises its Option.
- 4. Tenant shall have the right to extend the Lease for Error! Reference source not found. (Error! Reference source not found.) additional and successive Error! Reference source not found.(Error! Reference source not found.)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event

- of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

of the date of the last party to sign.	
LANDLORD: Error! Reference source not found.	
Ву:	
Printed Name:	
Title:	
Date:	
TENANT: Error! Reference source not found.Error! Ref	erence source not found.
By:	
Printed Name:	
Title:	
Date:	

C-2

[Notary block for Landlord]

[Landlord Notary block for a Co	orporation, Partnership ,or Limited Liability Co	mpany]
STATE OF)	
COUNTY OF) ss.	
This instrument wa	, [title]	by of
	[e of entity], on behalf of said
Dated:		
9	Notary Public	
	Print Name	
	My commission expires	
(Use this space for notary stamp	i/seal)	
[Landlord Notary block for an II	ndividual]	
STATE OF		
COUNTY OF	SS.	
This instrument was acl individual.	knowledged before me on by _	, an
Dated:		

Site Number:

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Site Lease - version 5.8.17

Site Name: Market:

Error! Reference source not found.

		Notary Public			
=		Print Name			
		My commission ex	cpires		
STATE OF COUNTY OF I certifithe person w	fy that I know or ho appeared bef	np/seal))) ss.) have satisfactory evore me, and said per	idence that		
			ofError! Refere	ence source not four	nd.Error! Reference
				to be the free and ve	oluntary act of such
party for the i	uses and purpose	es mentioned in the i	nstrument.		
Dated	:				
		Notary Public Print Name			
		My commission ex	pires		
The second secon		Wy Commission ex	pires		
(Use	this	space	for	notary	stamp/seal)

Site Number:

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Site Name:

Error! Reference source not found. Market:

Error! Reference source not found.

Site Lease - version 5.8.17

C-4

Memorandum of Lease - Exhibit A Legal Description

The Property is legally described as follows:







Arch Cape Water and Sanitary Districts

32065 East Shingle Mill Lane Arch Cape, OR 97102 • 503.436.2790

BILLING APPEAL REQUEST FORM

Billing Appeal under Water District Policy #16-06 WD / Sanitary District Policy #16-04 SD

	Account Number	
Name on acco	ount	
Property Acc	ount Address:	
If different:	Your Name	Address
	Contact Info (phone/email)	
Date leak disco	overed / loss noticed	Date leak / loss repaired
Describe the w	ater loss	Describe the repairs to your system
Name of person or entity discovering leak Name of person or entity repairing leak		Name of person or entity repairing leak
	: Arch Cape Domestic Water St	charges being appealed: upply District Dwelling Leak Policy #17-02 WD upply District Irrigation Report and Leak Policy #17-01 WD
Sanitary District Dwelling Leak Policy #17-02 SD		
Sanitary District Irrigation Leak Policy #17-01 SD		
Other (Specify)		
NOTE: Leak a at Distr	nd Billing Appeal Policies for the Warict offices and found on-line at	

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 19-01 WD

A RESOLUTION REVISING SYSTEM DEVELOPMENT CHARGES (SDC) / EQUIVALENT DWELLING UNIT (EDU) FEES FOR THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT (the "District")

Whereas, the District adopted Ordinance 98-4 WD establishing a System Development Charge methodology and rates; and

Whereas, Section 4B of the ordinance provides for adoption of SDC rates by resolution; and

Whereas, it is felt prudent to update those charges to more properly reflect changes through investment in District infrastructure and current cost indices; and

Whereas, it is determined that one SDC is equal to one Equivalent Domestic Unit (EDU); and

Whereas, the District allows for the annual adjustment of fees in accordance with the Engineering News-Record Construction Cost Index (ENR CCI); and

Whereas, the ENR CCI used in Resolution 18-02 WD was 10,959 and the April 2019 ENR CCI to be applied for the purposes of this Resolution is 11,228 (Index Ratio=11,228/10,959=1.025);

NOW, THEREFORE, be it resolved the ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT System Development and Connection Charge herein established become effective June 1, 2019.

74 men meter		1 inch meter	
Improvement Fee	\$1,269	Improvement Fee:	\$ 3,173
Reimbursement Fee	\$4,280	Reimbursement Fee:	\$10,700
Administrative Fee	\$ 54	Administration Fee:	\$ 138
Total SDC/EDU Charge	\$5,603	Total SDC/EDU Charge:	\$14,011
	4.700		
Connection Charge	\$ 700		
Adopted and signed this	day of	2019.	
The state of the s			
		Ron Schiffman, President	
Attest			

Manager Report April 19, 2019

WATER:

Water usage for March was 502,000 gallons

The annual Backflow Report has been submitted to Oregon Health Authority. Reminder: All homes with irrigation systems must have their annual irrigation system submitted to us by May 1st each year.

Staff is starting on seasonal maintenance activities. We will be prepared to begin stream flow monitoring and open the Asbury Intake earlier this season due to the dry winter. *Please make an effort to conserve water this summer.*

Matt Gardner recently celebrated his 3 year anniversary working for us. Great job!!

MONTHLY LOG: ARCH CAPE WATER & SANITARY DISTRICTS March 2019

Total Hours
Percentage Split
Total Accounts
Percentage Split

632
Percentage Split

125.50	210.50
37%	63%
291	341
46%	54%