

**AGENDA**  
**Aurora City Council Meeting**  
Tuesday, August 12, 2014, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**1. Call to Order of the City Council Meeting**

**2. City Recorder Calls Roll**

**Mayor Graupp**  
**Councilor Sallee**  
**Councilor Brotherton**  
**Councilor Sahlin**  
**Councilor Vlcek**

**3. Consent Agenda**

- I. City Council Meeting Minutes – July 08, 2014
- II. Planning Commission Meeting Minutes –July 2014
- III. Historic Review Board Minutes –Not available

**Correspondence**

**I. NA**

**4. Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

**5. Mayor's Report**

- Various Discussion Points/Topics

**6. Discussion with Parks Committee**

**7. Discussion with Traffic Safety Commission**

**8. Reports**

**A. Marion County Deputy Report – (included in your packet)**

**B. Finance Officer's Report – Financials ( not included in your packets)**

Aurora City Council Agenda

August 12, 2014

This is a public meeting and all interested citizens are invited to attend. The meeting place is not handicapped accessible; those needing assistance should contact the city Office three (3) working days before regularly scheduled meetings. The minutes of this and all public meetings are available at City Hall during regular business hours. All meetings are audio taped and may be video taped

1. Revenue & Expense Report
- C. **Public Works Department's Report** – (not included in your packet)
  1. Monthly Status Report (Storm Water)
  2. Monthly Status Report (Water)
  3. Parks Report, OSU Tree Report
  4. Sewer Dept Report
- D. **City Recorder's Report** (included in your packet)
  -
- E. **City Attorney's Report** – (not Included in your packet)
  - Updates on outstanding projects
9. **Ordinances and Resolutions & Proclamations**
  - A. Discussion and or Action on Resolution Number 691 Resolution For IGA for Judicial Services.
10. **New Business**
  - A. Discussion and or Action on IGA for Judicial Services.
11. **Old Business**
  - A. Discussion and or Action on Verizon Wireless Proposal.
12. **Adjourn**

**Minutes**  
**Aurora City Council Meeting**  
Tuesday, July 08, 2014, at 7:00 P.M.  
City Council Chambers, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

STAFF PRESENT: Kelly Richardson, City Recorder  
Pete Marcellais, Marion County Deputy  
Mary Lambert, Finance  
Darrel Lockard, Public Works Superintendent  
Dennis Koho, City Attorney

STAFF ABSENT: None

VISITORS PRESENT: Tom Potter, Aurora  
Bill Simon, Aurora

1. Call to Order of the City Council Meeting

The meeting was called to order by Mayor Bill Graupp at 7:00 p.m.

2. City Recorder does roll call

Mayor Graupp – present  
Councilor Sallee- present  
Councilor Brotherton -present  
Councilor Sahlin – present  
Councilor Vlcek – present

**3. Consent Agenda**

- I. City Council Meeting Minutes – June 10, 2014
- II. Planning Commission Meeting Minutes –June 2014
- III. Historic Review Board Minutes –May 2014

**Correspondence**

- I. Oregon’s Medical Marijuana Program Overview from League of Oregon Cities General Council.

Motion to approve the consent agenda as presented was made by Councilor Sallee and is seconded by Councilor Vlcek. Motion Approved by all.

#### **4. Visitors**

Anyone wishing to address the City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the City Council could look into the matter and provide some response in the future.

Byron Schriever 14980 Seal Rock, Presents to the Council a much lighter filter in color and cleaner than in times past and informs the council that he is presently surprised and encouraged that it will continue for the better.

Mayor Graupp comments that we are still working on water quality at all times.

Ron VanKleef, 20787 Yukon Street. speaks to the council regarding the Keil Park road situation again and asks if there is any updated information regarding when the roads will be finished in the subdivision. Councilor Sahlin informs the couple that after the last time they brought it to council he looked at the development agreement and it is open ended there is nothing in there regarding a timeline other than when the subdivision is completed. City Recorder Richardson did contact him last time and they gave an estimated completion date in 2015 nothing more specific than that.

Richardson is asked to contact G.Cam again to see if they have any more information regarding the issue.

#### **5. Mayor's Report,**

##### **A. Mayor Graupp**

Presents to the Council the Oregon Main Street concept and agreement it is a great program that can help us and guide us in economic development in the Historic District. They have three levels of participation exploring, doing and participating So with that said I am asking for the consensus of the council to form a committee and begin exploring and start reviewing our options and sign the agreement as such. Let me make clear this is not a grant program this is a training type atmosphere.

The Council gives consent for the Mayor to sign the agreement with Main Street Oregon.

Also the Planning Commission has brought forth their recommendation to move forward with the proposed text amendment in the commercial zone. The council agrees to move forward.

**6. Discussion with Parks Committee,** Nothing at this time.

**7. Discussion with Traffic Safety Commission, NA**

#### **8. Reports**

##### **A. Marion County Deputy Report – (not included in your packet)**

- We successfully executed our Safety Enforcement over the weekend focusing on red light violators along with pedestrian enforcement and cell phone violations.

- We will be having our National Night Out for those of you interested in attending.

**B. Finance Officer's Report – Financials** ( included in your packets)

1. Revenue & Expense Report
- 2.

We are gearing up for audit I have contacted Ignasio to get an idea of when we can begin.  
No more questions from Council.

**C. Public Works Department's Report** – (included in your packet)

1. Monthly Status Report (Storm Water)
  2. Monthly Status Report (Water)
  3. Parks Report, OSU Tree Report
  4. Sewer Dept Report
- Everything at the plant is going well
  - as far as our water we are running 6 to 7 hours a day I would say we would need to see 12 or higher before we start having issues.
  - Our part time employee is working out well

Councilor Sallee asks about job descriptions and Lockard informs her that we are still working on a balance.

**D. City Recorder's Report** (included in your packet)

- Informs Council that noxious vegetation letters are beginning to be sent out and Councilor Vlcek clarifies that our house needs to be in order as well.

**E. City Attorney's Report** – (not Included in your packet)

- The Eddy property at this point is still moving forward.
- Orchard View Development there has been some paperwork that has not been properly filed regarding HOA and this is something that needs to be done before any work there can be done.

**10. Ordinances and Resolutions & Proclamations**

- A. Discussion and or Action on Resolution Number 690 Resolution For New Bank Account Signers.

A motion is made to approve Resolution Number 690 by Councilor Sahlin and is seconded by Councilor Brotherton. Passed by All.

**11. New Business**

- A. Discussion and or Action on RFP for Park and Planter Strips Maintenance.

A motion to approve RFP from Living Color at \$935 a month with a full year schedule including park and triangle areas on 99E. is made by Councilor Sahlin and seconded by Councilor Brotherton. Passed by all.

Councilor Vlcek, asks if it is the same 935 a month even in the slower months. (yes)  
Do we have auto renewal, no not at this time.

**12. Old Business**

**A. NA**

There is a brief discussion regarding updating various job descriptions.

**13. Adjourn**

Mayor Graupp adjourns the July 08, 2014 Council meeting at 7:53 pm.

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Bill Graupp, Mayor

ATTEST:

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Kelly Richardson, CMC City Recorder

**Minutes**  
**Aurora Planning Commission Meeting**  
Tuesday, July 01, 2014 at 7:00 P.M.  
Aurora Commons Room, Aurora City Hall  
21420 Main St. NE, Aurora, OR 97002

**STAFF PRESENT:** Kelly Richardson, City Recorder  
Renata Wakeley, City Planner

**STAFF ABSENT:** NONE

**VISITORS PRESENT:**

**1. Call to Order of Planning Commission Meeting**

The meeting was called to order by Planning Chair Joseph Schaefer at 7:00 p.m.

**2. City Recorder Did Roll Call**

Chairman, Schaefer -	Present
Commissioner, Willman	Present
Commissioner, Gibson	Present
Commissioner, Graham	Absent
Commissioner, Fawcett	Absent
Commissioner, Weidman	Present
Commissioner, Rhoden-Feely	Present

**3. Consent Agenda**

**Minutes**

- I. Aurora Planning Commission Meeting –June 03, 2014
- II. City Council Minutes – May, 2014
- III. Historic Review Board Minutes – Not ready at this time.

A motion is made by Commissioner Willman to approve the consent agenda as presented and seconded by Commissioner Weidman. Motion Approved by all.

**Correspondence**

- I. **League of Oregon Cities Legal Overview on Medical Marijuana Article.**  
Chair Schaefer requests that this topic be on the August agenda for discussion again.

**4. Visitor**

Anyone wishing to address the Planning Commission concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Planning Commission could look into the matter and provide some response in the future.

**No one spoke during this section**

**5. New Business**

**A. None**

**6. Old Business**

**A. Discussion and or Action regarding Manufacturing in Commercial zone and other Potential Text Amendments to the Code.** Did we want to hold off on amendments because of cost and or do we need to move forward.

- There is a brief discussion regarding whether or not to expand the code regarding food carts to include other areas of town. It is suggested to do some research but for now give it a year as is.
- Next month agenda items discussion regarding check lists and procedure for various applications such as, temp uses, variances, lot line adjustments ect.

**7. Commission Action/Discussion**

**A. City Planning Activity (in Your Packets)**  
Status of Development Projects within the City.

- Memo from City Planner outlining other potential text amendments to the code.
- Asks PC about non remonstrance agreements for sidewalks.
- Carports Garages loosen the rule or do it on a case by case basis, Consensus case by case.
- Tents and canopies, I think this is really an HRB thing. Lead the charge and get input and thoughts.
- Move forward with text amendment for Manufacturing in the commercial zone.

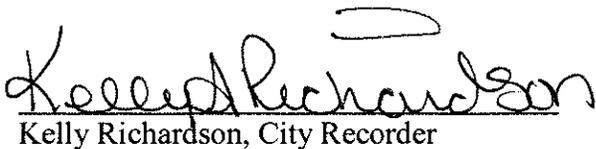
**8. Adjourn**

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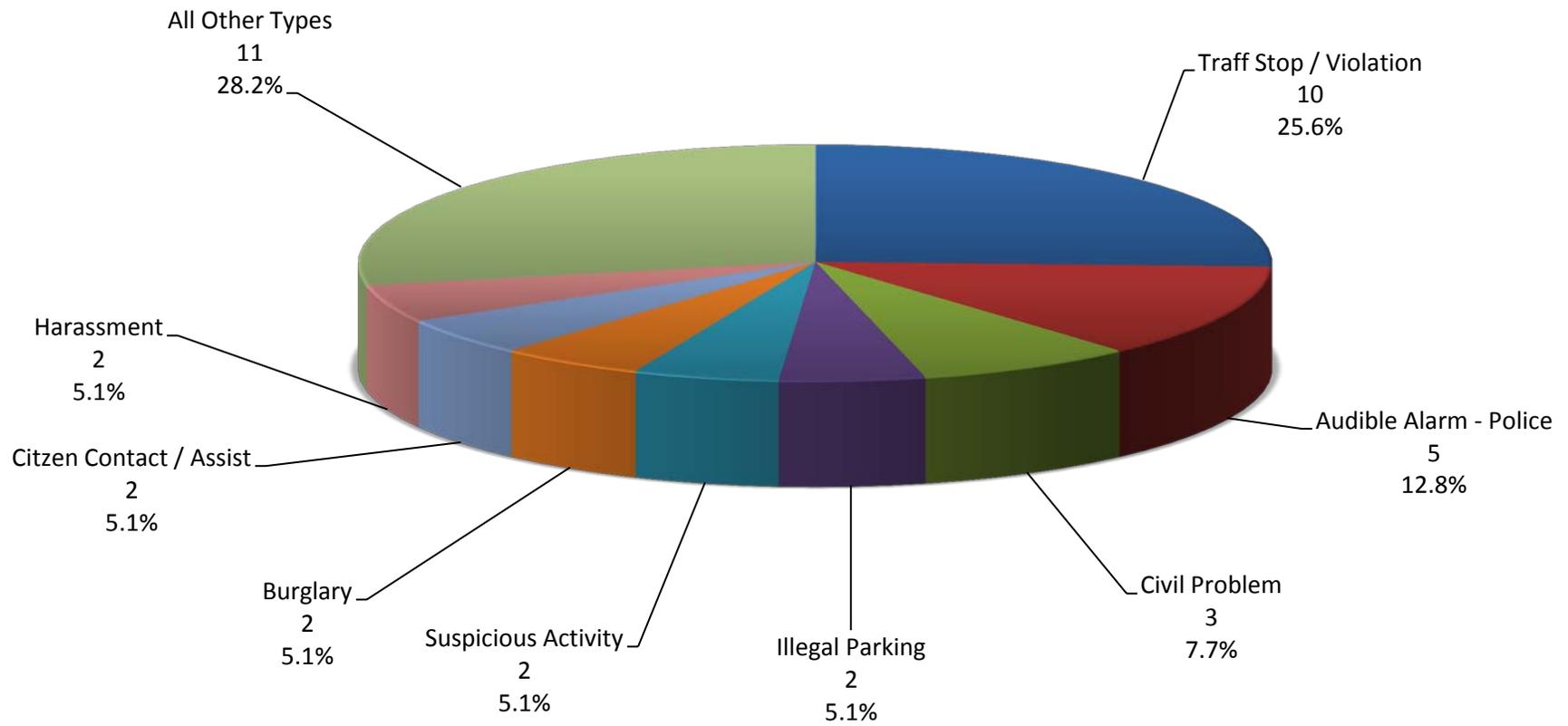
**Chairman Schaefer adjourned the July 1, 2014 meeting at 7:33 pm**

  
\_\_\_\_\_  
Chairman, Schaefer

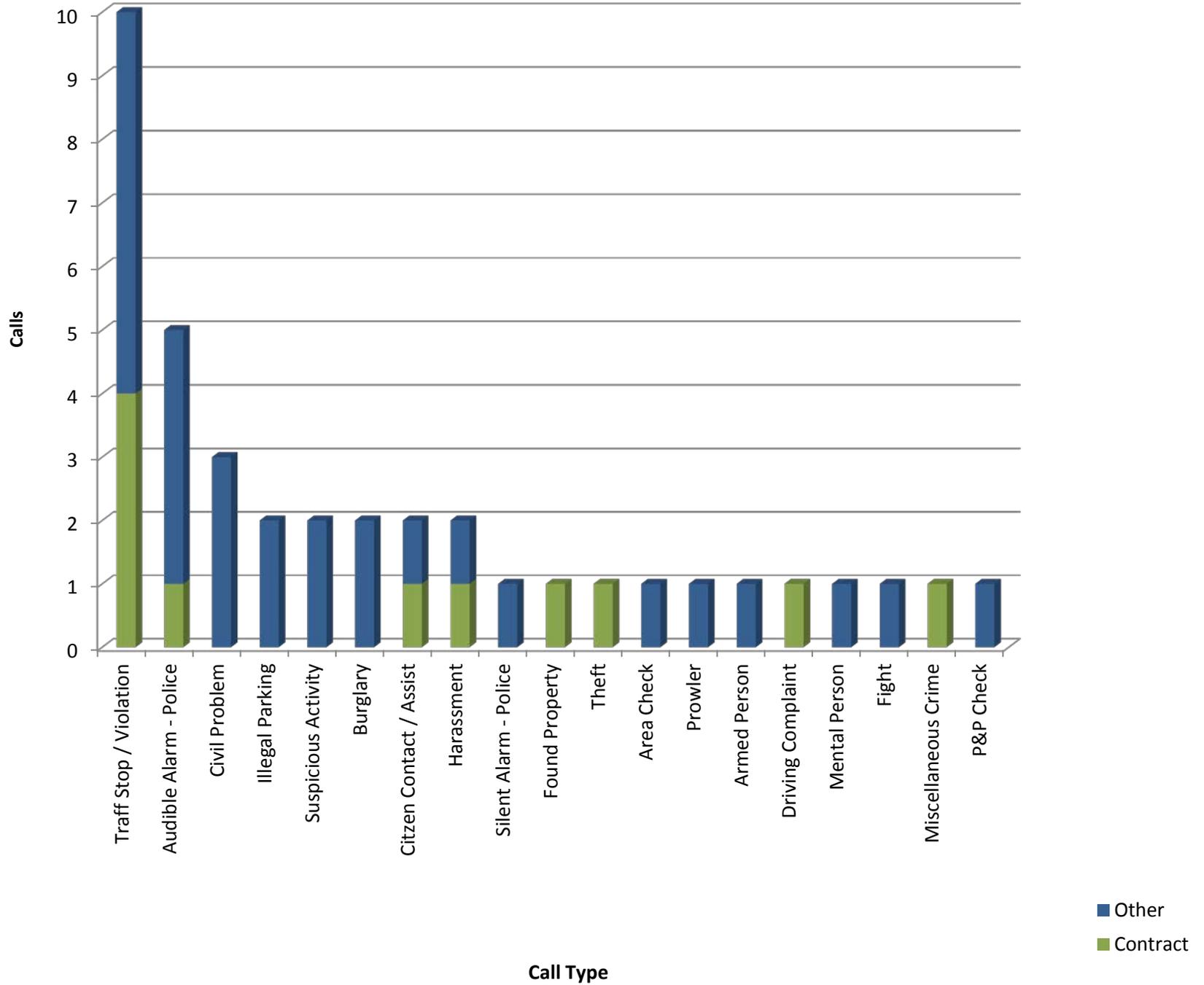
**ATTEST:**

  
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Kelly Richardson, City Recorder

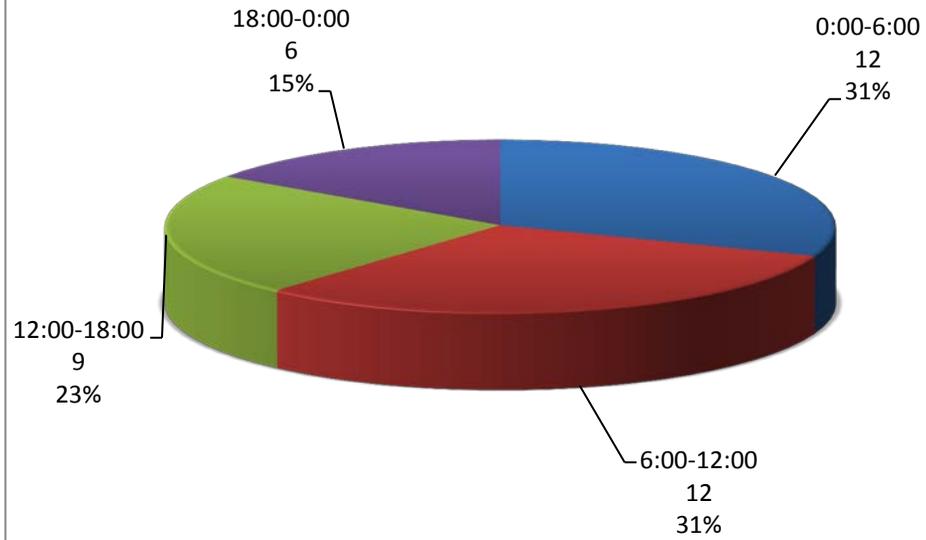
## Aurora Top Calls for Service July 2014



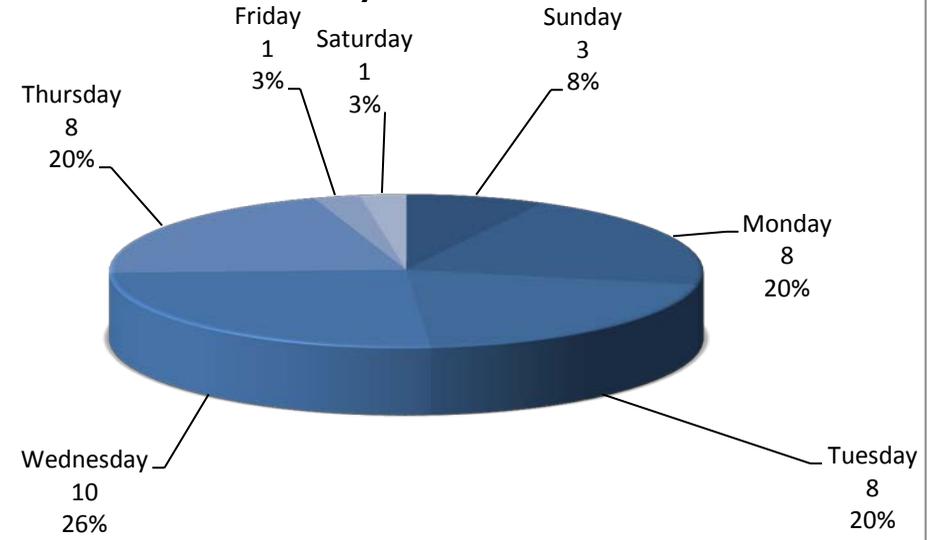
# Call Type by Primary Deputy July 2014



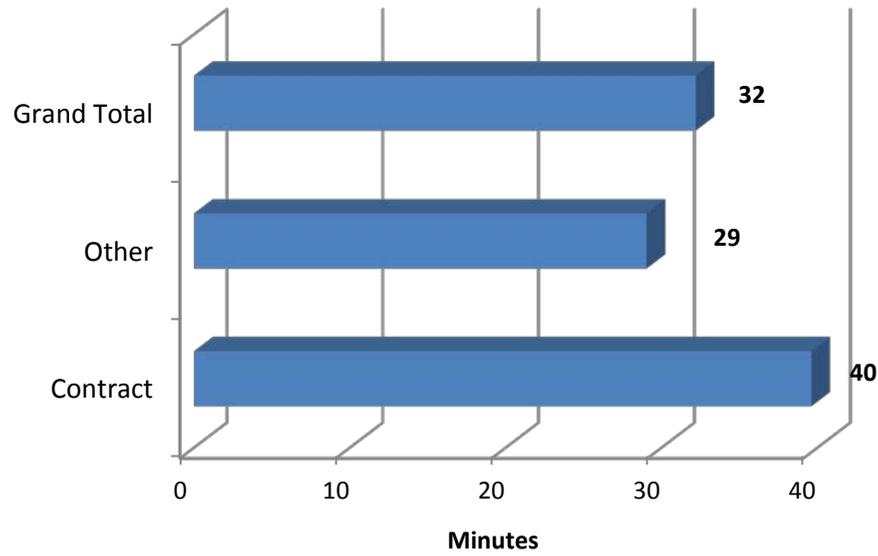
**Aurora Calls for Service by Hours Range  
July 2014**



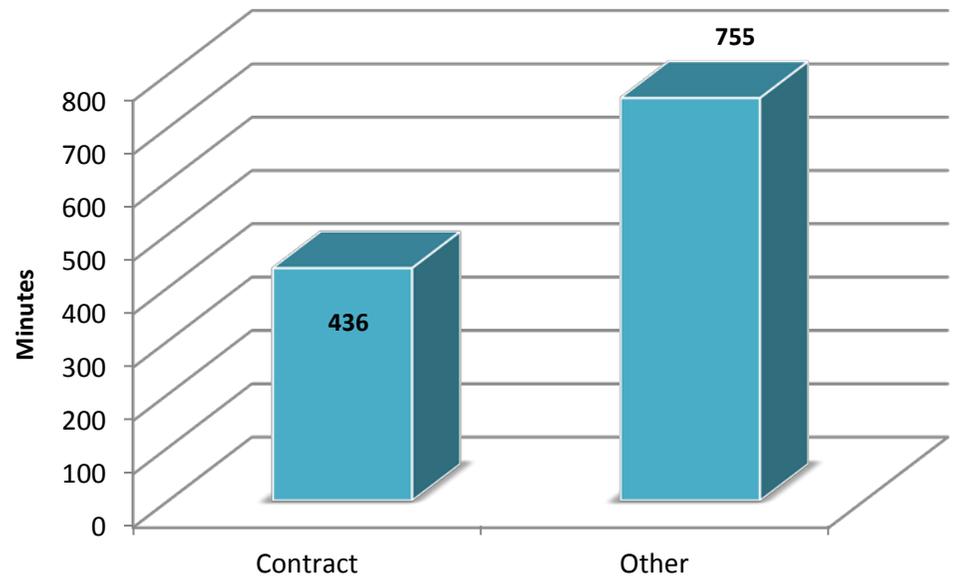
**Aurora Calls for Service by Day of Week  
July 2014**



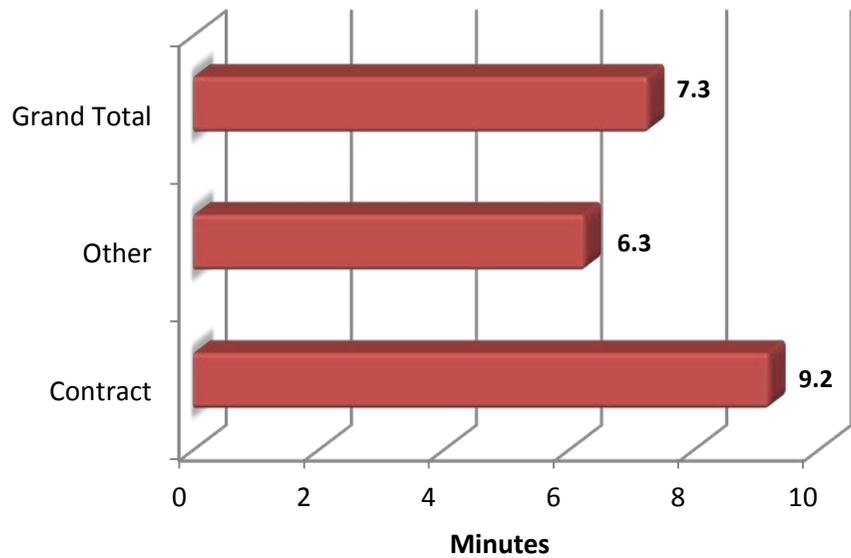
**Aurora Calls Average Call Length  
July 2014**



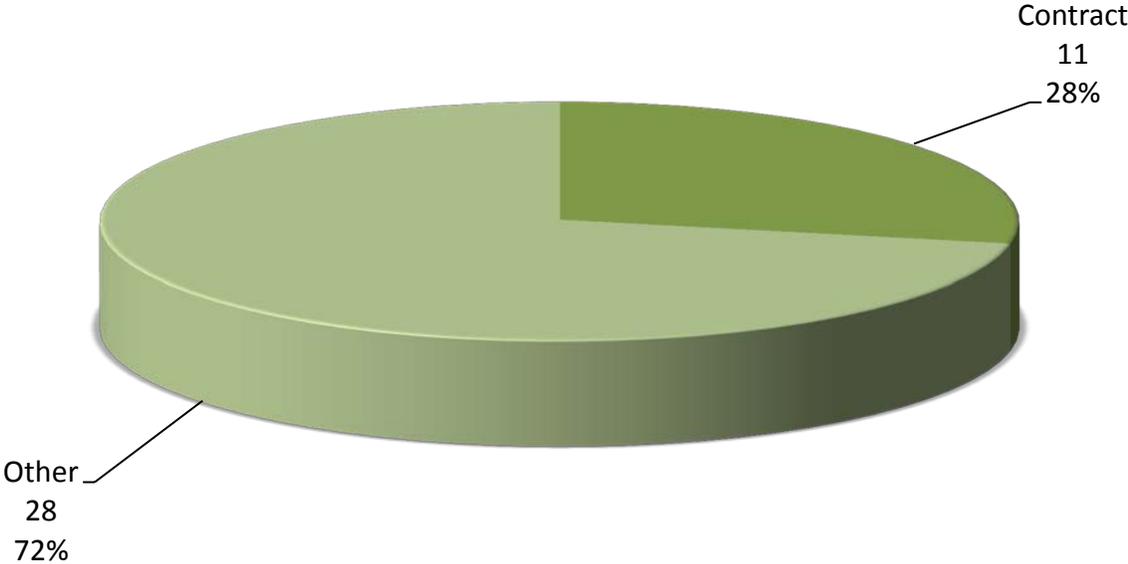
**Aurora Calls Total Call Length  
July 2014**



**Aurora Calls Average Call Arrival Time  
July 2014**



**Aurora Calls by Primary Deputy  
July 2014**



## Aurora Calls for Service July 2014

EVENTID	CASEID	Combined Type	PRIMARY_UNIT	CREATE_DATE	DISPATCH_DATE	ARRIVAL_DATE	CLEARED_DATE	Arrival in Minutes	Call Length in Minutes	DISPOSITION	ZONE	PRIORITY	AGENCY	SOURCE	LOCATION
SMS201407010174	SMS14011802	Armed Person	A109	7/1/2014 20:34	7/1/2014 20:42		7/1/2014 20:51		8.22		5 SMS01-AU T2		SMS		MAIN ST NE, AURORA/OTTAWAY RD NE, AURORA(MapBook:1532)
SMS201407020012	SMS14011830	Audible Alarm - Police	A105	7/2/2014 2:03	7/2/2014 2:09	7/2/2014 2:40	7/2/2014 2:54	30.93	14.38		5 SMS01-AU		5 SMS		21581 MAIN ST NE (MapBook:1432), AURORA (2ND ST NE/HIGHWAY 99E NE)
SMS201407030116		Traff Stop / Violation	A195	7/3/2014 15:47	7/3/2014 15:47	7/3/2014 15:47	7/3/2014 15:55	0.02	7.58		0 SMS01-AU T6		SMS		HIGHWAY 99E NE, AURORA/1ST ST NE, AURORA(MapBook:1432)
SMS201407070010	SMS14012336	Harassment	A104	7/7/2014 2:14	7/7/2014 4:22		7/7/2014 4:54		31.52		1 SMS01-AU		4 SMS		14875 SMITH ROCK AV NE (MapBook:1532), AURORA (YOSEMITE ST NE/YUKON ST NE)
SMS201407070017		Citizen Contact / Assist	A164	7/7/2014 4:30	7/7/2014 4:30	7/7/2014 4:30	7/7/2014 5:21	0.00	51.05		0 AAP		4 SMS		14875 SMITH ROCK AV NE (MapBook:1532), AURORA, 97002 (YOSEMITE ST NE/YUKON ST NE)
SMS201407070042		Traff Stop / Violation	A171	7/7/2014 8:47	7/7/2014 8:47	7/7/2014 8:47	7/7/2014 8:57	0.02	10.03		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407080059		Traff Stop / Violation	A113	7/8/2014 9:48	7/8/2014 9:48	7/8/2014 9:48	7/8/2014 9:58	0.02	9.77		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407080064		Traff Stop / Violation	A113	7/8/2014 10:07	7/8/2014 10:07	7/8/2014 10:07	7/8/2014 10:18	0.02	11.00		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407090081		Civil Problem	A151	7/9/2014 10:19	7/9/2014 10:19	7/9/2014 10:19	7/9/2014 10:44	0.02	24.47		0 AAP		4 SMS		20890 YOSEMITE ST NE, AURORA, 97002 (OTTAWAY RD NE/ROOSTER ROCK AV NE)
SMS201407090095	SMS14012536	Audible Alarm - Police	A195	7/9/2014 11:01	7/9/2014 11:02	7/9/2014 11:04	7/9/2014 11:16	1.90	12.25		5 SMS01-AU		5 SMS		14979 2ND ST NE (MapBook:1432), AURORA (LIBERTY ST NE/HIGHWAY 99E NE)
SMS201407090108		Traff Stop / Violation	A195	7/9/2014 11:51	7/9/2014 11:51	7/9/2014 11:51	7/9/2014 12:07	0.00	15.77		0 SMS01-AU T6		SMS		MAIN ST NE, AURORA/4TH ST NE, AURORA(MapBook:1532)
SMS201407090114		Traff Stop / Violation	A195	7/9/2014 12:16	7/9/2014 12:16	7/9/2014 12:16	7/9/2014 12:28	0.02	11.63		0 SMS01-AU T6		SMS		MAIN ST NE, AURORA/4TH ST NE, AURORA(MapBook:1532)
SMS201407100012	SMS14012601	Audible Alarm - Police	A148	7/10/2014 5:41	7/10/2014 5:43	7/10/2014 5:46	7/10/2014 5:53	2.97	7.10		5 SMS01-AU		5 SMS		15163 OTTAWAY RD NE (MapBook:1532), AURORA (CODY LN NE/JENNYMARIE LN NE)
SMS201407100160	SMS14012627	Found Property	A195	7/10/2014 13:50	7/10/2014 13:50	7/10/2014 13:50	7/10/2014 14:42	0.02	51.67		1 AAP		4 SMS		20836 YUKON ST NE, AURORA, 97002 (ROOSTER ROCK AV NE/SMITH ROCK AV NE)
SMS201407100175		Civil Problem	A151	7/10/2014 14:10	7/10/2014 14:10	41830.59058	7/10/2014 14:37	0.02	26.93		0 AAP		4 SMS		20890 YOSEMITE ST NE, AURORA, 97002 (OTTAWAY RD NE/ROOSTER ROCK AV NE)
SMS201407120122	SMS14012821	Fight		7/12/2014 18:29	7/12/2014 18:47	41832.78313	7/12/2014 21:25	0.13	158.07		0 SMS01-AU T2		SMS		21568 HIGHWAY 99E NE (MapBook:1432), AURORA (2ND ST NE/MAIN ST NE)
SMS201407130042		Silent Alarm - Police	A136	7/13/2014 10:21	7/13/2014 10:22		7/13/2014 10:23		0.42		7 SMS01-AU T2		SMS		20907 YUKON ST NE (MapBook:1532), AURORA (OTTAWAY RD NE/ROOSTER ROCK AV NE)
SMS201407140125	SMS14012985	Miscellaneous Crime	A195	7/14/2014 13:48	41834.57547	41834.57547	7/14/2014 17:11	0.00	203.12		5 AAP		4 SMS		21581 MAIN ST NE, AURORA, 97002 (2ND ST NE/HIGHWAY 99E NE)
SMS201407150118		Civil Problem	A167	7/15/2014 12:13	7/15/2014 12:13	7/15/2014 12:13	7/15/2014 12:40	0.02	27.47		0 AAP		4 SMS		21115 HIGHWAY 99E AV NE, AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)
SMS201407150121	SMS14013069	Harassment	A195	7/15/2014 12:17	7/15/2014 12:17	7/15/2014 12:17	7/15/2014 13:00	0.02	42.65		1 AAP		4 SMS		21324 LIBERTY ST NE, AURORA, 97002 (4TH ST NE/BOBS AV NE)
SMS201407160084		Traff Stop / Violation	A113	7/16/2014 10:38	7/16/2014 10:38	7/16/2014 10:38	7/16/2014 10:49	0.00	10.53		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407160213		Traff Stop / Violation	A195	7/16/2014 18:43	7/16/2014 18:43	7/16/2014 18:43	7/16/2014 18:58	0.02	14.60		0 SMS01-AU T6		SMS		HIGHWAY 99E NE, AURORA/1ST ST NE, AURORA(MapBook:1432)
SMS201407160238		Audible Alarm - Police		7/16/2014 22:34			7/17/2014 0:05				0 SMS01-AU		5 SMS		21581 MAIN ST NE (MapBook:1432), AURORA (2ND ST NE/HIGHWAY 99E NE)
SMS201407170042		Traff Stop / Violation	A113	7/17/2014 9:50	7/17/2014 9:50	7/17/2014 9:51	7/17/2014 10:01	0.02	10.38		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407170121	SMS14013233	Driving Complaint	A195	7/17/2014 14:07	7/17/2014 14:07	7/17/2014 14:07	7/17/2014 14:35	0.00	27.90		5 SMS01-AU		1 SMS		MAIN ST NE, AURORA/BOBS AV NE, AURORA(MapBook:1532)
SMS201407200082	SMS14013516	Illegal Parking	A136	7/20/2014 11:25	7/20/2014 11:50	7/20/2014 12:28		37.95			5 SMS01-AU		4 SMS		HEMLOCK AV NE, AURORA/FILBERT ST NE, AURORA(MapBook:1532)
SMS201407210062	SMS14013585	Theft	A195	7/21/2014 9:31	7/21/2014 10:08	7/21/2014 11:47	7/21/2014 12:22	99.32	35.30		5 SMS01-AU		4 SMS		***WILL CALL***21717 HIGHWAY 99E NE (MapBook:1432), AURORA (/LIBERTY ST NE, 1ST ST NE)
SMS201407210243		P&P Check	A429	7/21/2014 21:44	7/21/2014 21:44	7/21/2014 21:44	7/21/2014 21:55	0.02	10.22		0 AAP	T6	SMS		21093 FILBERT ST NE (MapBook:1532), AURORA, 97002 (/OTTAWAY RD NE)
SMS201407220013	SMS14013648	Suspicious Activity	A148	7/22/2014 5:51	7/22/2014 5:52	7/22/2014 5:56	7/22/2014 6:28	3.45	32.45		5 SMS01-AU		4 SMS		21551 MAIN ST NE (MapBook:1432), AURORA (HIGHWAY 99E NE/3RD ST NE)
SMS201407220070	SMS14013657	Mental Person	A113	7/22/2014 10:12	7/22/2014 10:17	7/22/2014 10:35	7/22/2014 12:05	18.55	89.95		5 SMS01-AU		3 SMS		21581 MAIN ST NE (MapBook:1432), AURORA (2ND ST NE/HIGHWAY 99E NE)
SMS201407240030	SMS14013809	Suspicious Activity	A193	7/24/2014 8:31	7/24/2014 10:43		7/24/2014 10:54		11.15		5 SMS01-AU		4 SMS		14996 3RD ST NE (MapBook:1532), AURORA (LIBERTY ST NE/MAIN ST NE)
SMS201407250041		Traff Stop / Violation	A199	7/25/2014 8:20	7/25/2014 8:20	7/25/2014 8:20	7/25/2014 8:32	0.02	11.90		0 SMS01-AU T6		SMS		EHLEN RD NE, MARION COUNTY/AIRPORT RD NE, AURORA(MapBook:1432)
SMS201407270125	SMS14014105	Burglary	A137	7/27/2014 14:57	7/27/2014 14:59		7/27/2014 15:27		27.87		5 SMS01-AU		4 SMS		21111 HIGHWAY 99E NE (MapBook:1532), AURORA (BOBS AV NE/OTTAWAY RD NE)
SMS201407280123		Burglary	A137	7/28/2014 13:23	7/28/2014 13:23	7/28/2014 13:23	7/28/2014 14:49	0.02	85.78		0 AAP		4 SMS		21111 HIGHWAY 99E NE, AURORA, 97002 (BOBS AV NE/OTTAWAY RD NE)
SMS201407280188	SMS14014214	Audible Alarm - Police	A036	7/28/2014 22:08	7/28/2014 22:12	7/28/2014 22:27	7/28/2014 22:37	14.68	10.50		5 SMS01-AU		5 SMS		21717 HIGHWAY 99E NE (MapBook:1432), AURORA (/LIBERTY ST NE, 1ST ST NE)
SMS201407290054	SMS14014241	Illegal Parking	A850	7/29/2014 10:57	7/29/2014 10:59		7/29/2014 11:04		5.77		5 SMS01-AU		4 SMS		14034 EHLEN RD NE (MapBook:1432), MARION COUNTY 97002
SMS201407300170		Area Check	A552	7/30/2014 18:49	7/30/2014 18:49	7/30/2014 18:49	7/30/2014 19:35	0.00	46.33		0 SMS01-AU		4 SMS		21420 MAIN ST NE #AURORA CITY PARK (MapBook:1532), AURORA 97002 (3RD ST NE/4TH ST NE)
SMS201407300180	SMS14014363	Citizen Contact / Assist	A195	7/30/2014 20:07	7/30/2014 20:07	7/30/2014 20:07	7/30/2014 20:20	0.02	13.17		5 SMS01-AU		4 SMS		14805 ORCHARD AV NE (MapBook:1532), AURORA (/FILBERT ST NE)
SMS201407310015	SMS14014386	Prowler	A197	7/31/2014 4:41	7/31/2014 4:41	7/31/2014 5:04	7/31/2014 5:26	22.57	21.63		5 SMS01-AU		3 SMS		21368 HIGHWAY 99E NE (MapBook:1532), AURORA (4TH ST NE/BOBS AV NE)

# Memo

To: City Council  
From: Kelly Richardson  
CC: None  
Date: 8/7/2014  
Re: Recorders Report Month of July 2014 report

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Activities and ongoing projects are as follows:

- ❖ Ongoing secretarial duties for the City Council and Planning and Historic Review Board, along with attending the meetings once a month.
  - Working closely with Historic Review Board on guideline updates and changes.
- ❖ Attending Conference Committee Meetings
- ❖ Records Request update
  - Various requests from Marion County Records
- ❖ Working on Election Filing
- ❖ Ongoing needs of the City
- ❖ Finished with step one of electronic files project
- ❖ Updating Planning and Zoning Files and Forms/Checklists **ONGOING**
- ❖ Working with HRB on Historic Review Guidelines Updates and Formatting. **Ongoing**
- ❖ Updating water files and statistics to better reflect accurate information in Springbrook our utility billing and accounting software. **Ongoing**
- ❖ Finished updating the printer to better suite our growing needs.
- ❖ Working on updating employee job descriptions
- ❖ Working on LEDS testing

**RESOLUTION NUMBER 691**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR JUDICIAL SERVICES AND TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Aurora has secured the services of a Court Judge; and

**WHEREAS**, that same Judge provides services to other cities in the area; and

**WHEREAS**, the Council has made it clear its intent to have the Judge serve the City on a contractual basis,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA THAT:** the City Council adopts the attached Inter-Governmental Agreement; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign the Agreement.

**ADOPTED** by the Aurora City Council at a City Council meeting held on Tuesday, August 12, 2014, and is effective upon passage.

Dated this \_\_\_\_ day of August, 2014.

**ATTEST**

\_\_\_\_\_  
**Bill Graupp, Mayor**

\_\_\_\_\_  
**Kelly Richardson, City Recorder**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## **INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL JUDGE**

This INTERGOVERNMENTAL AGREEMENT is made and entered into, by and between the City of Hubbard, the City of Aurora, the City of Silverton, and the City of Mt. Angel, all of which are municipal corporations (the “Parties” or “Cities”).

### **WITNESSED**

WHEREAS, the Cities of Hubbard, Aurora, Silverton and Mt. Angel have appointed Lori Coukoulis as either Municipal Judge or Municipal Court Judge Pro-Tem; and

WHEREAS, none of the Cities provide full-time employment for their Municipal Court Judge or Municipal Court Judge Pro-Tem and deem it in their best interests to share the services of a one individual for these services; and

WHEREAS, each City desires to enter into this Agreement pursuant to ORS Chapter 190 and ORS 221.355 to ensure against any possible violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution;

NOW, THEREFORE, in consideration of the terms, conditions covenants and performances contained, herein the parties agree as follows:

1. Lori Coukoulis shall perform the duties of either Municipal Court Judge or Municipal Court Judge Pro-Tem as an independent contractor for the cities of Hubbard, Aurora, Silverton and Mt. Angel as long as each individual city desires her to do so. Any city may remove Lori Coukoulis from her position without affecting her position with the other cities or the remainder of this agreement.
2. Each city shall pay Lori Coukoulis directly for her performance of judicial duties under their respective Charters or Ordinances.
3. This Agreement does not create any other rights, obligations or duties between the Parties and is solely intended to permit the Cities to jointly share the services of Lori Coukoulis as a municipal court judge or municipal court judge pro-tem without causing a violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution.
4. This Agreement shall take effect when it is signed by two parties and shall remain in effect as long as at least two parties that have signed the Agreement retain Lori Coukoulis as a Municipal Court Judge or Municipal Court Judge Pro-Tem.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HUBBARD

---

TITLE: \_\_\_\_\_

CITY OF AURORA

---

TITLE: \_\_\_\_\_

CITY OF MT. ANGEL

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TITLE: \_\_\_\_\_

CITY OF SILVERTON

---

TITLE: \_\_\_\_\_

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**WATER TOWER LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_, between City of Aurora, a municipal corporation, with its principal offices at 21420 Main Street, Aurora, Oregon 97002, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WITNESSETH**

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 21420 Main Street, Aurora, County of Marion, State of Oregon, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") 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, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, 4<sup>th</sup> Street NE, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

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2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$15,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery

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of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at First Energy, PO Box 182727, Columbus, Ohio 53218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms 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.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$17,784.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$20,273.76; the annual rental for the third (3rd) five (5)

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year extension term shall be increased to \$23,112.09; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$26,347.78.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

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8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty

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of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or

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services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antennas) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Tenn, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for

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the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.\_

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR

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agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by

easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon 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 made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or 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. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

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No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:       City of Aurora  
                  21420 Main Street  
                  Aurora, Oregon 97002  
                  Telephone: ( ) \_\_\_\_\_

LESSEE:       Verizon Wireless (VAW) LLC  
                  d/b/a Verizon Wireless  
                  180 Washington Valley Road  
                  Bedminster, New Jersey 07921  
                  Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the

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terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding

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the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

### 31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or

damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and

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effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

**LESSOR:** City of Aurora, a municipal corporation

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

**DRAFT**

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

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

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

**LESSEE:** Verizon Wireless (VAW) LLC

d/b/a Verizon Wireless

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

Name: Brian Mecum

Title: Area Vice President Network

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

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**EXHIBIT "A" (Page 1 of  
2) Legal Description**

*See attached.*

**DRAFT**

**EXHIBIT "A"(Page 2 of  
2) Description of Premises**

*See attached.*

**DRAFT**

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:

Davis Wright Tremaine LLP

Attn: C. Eng

777 108<sup>th</sup> Avenue NE, Suite 2300

Bellevue, WA 98004-5149

---

Space above this line is for Recorder's use.

**Memorandum of Water Tower Lease Agreement**

Grantor: City of Aurora, a municipal corporation

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

Legal Description: **County of Marion, State of Oregon**  
**Official legal description as Exhibit A**

Assessor's Tax Parcel ID#:

Reference # (if applicable):

**DRAFT**

**MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

THIS MEMORANDUM OF WATER TOWER LEASE AGREEMENT evidences that a Water Tower Lease Agreement ("Agreement") was entered into as of \_\_\_\_\_, 201\_, by and between City of Aurora, a municipal corporation ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for certain real property located at 21420 Main Street, Aurora, County of Marion, State of Oregon, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Water Tower Lease Agreement as of the day and year last below written

LESSOR: City of Aurora, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Brian Mecum  
Area Vice President Network  
Date: \_\_\_\_\_

Exhibit A — Legal Description



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**LESSEE ACKNOWLEDGMENT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California ) \_\_\_\_\_  
 ) ss.  
County of Orange )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared Brian Mecum,

who 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

*Place Notary Seal Above*

**DRAFT**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

*See attached*

**LEGAL DESCRIPTION**

PARCEL 1:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, KRAUS ADDITION TO THE CITY OF AURORA, MARION COUNTY, OREGON; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 111.50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 50.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF LOT 5, 111.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

PARCEL 2:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN BLOCK 1, IN KRAUS ADDITION TO THE CITY OF AURORA, IN MARION COUNTY, STATE OF OREGON; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6, 100 FEET; THENCE SOUTHERLY PARALLEL TO MAIN STREET TO THE SOUTH LINE OF SAID LOT 6; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO A POINT 60 FEET IN A PERPENDICULAR LINE FROM THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6, 60 FEET TO THE PLACE OF BEGINNING.

ALL BEING SITUATED IN THE CITY OF AURORA, MARION COUNTY, STATE OF OREGON.

**EASEMENTS** # CORRESPONDS WITH ITEM NUMBER IN "SCHEDULE B" OF TITLE REPORT.

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

- 4. RIGHT OF WAY EASEMENT AS RECORDED IN BOOK 476, PAGE 105, RECORDS OF MARION COUNTY, OREGON SHOWN
- 5. MEMORANDUM OF LEASE AGREEMENT WITH NEXTEL WEST CORPOARATION, RECORDED IN BOOK 2697, PAGE 195, RECORDS OF MARION COUNTY - DOCUMENT CONTAINS NO DESCRIPTION, NOT SHOWN.

**LATITUDE/LONGITUDE POSITION**

COORDINATE DATA AT CENTER OF EXISTING WATERTANK:  
 NAD 83  
 LAT - 45°13'46.39" N NAVD 88  
 LONG - 122°45'19.68" W ELEV.= 171.5 FEET



BENCHMARK IS "MCSO"  
 NGS GPS CORRS STATION.  
 ELEV = 249.9'

ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91:003.

**NOTES**

- 1) TITLE INFORMATION PROVIDED BY TICOR TITLE COMPANY OF OREGON TITLE NUMBER 471814032348-TTMDWL18, DATED APRIL 30, 2014.
- 2) FIELD WORK CONDUCTED IN MAY, 2014.
- 3) BASIS OF BEARING: OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83).
- 4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
- 5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN), PANEL 132 OF 1150, FIRM MAP NUMBER 41047C0132G, EFFECTIVE DATE JANUARY 19, 2000.

**LEGEND**

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- DP --- OVERHEAD POWER LINE
- UP --- BURIED POWER LINE
- G --- BURIED GAS LINE
- OT --- OVERHEAD TELEPHONE LINE
- UT --- BURIED TELEPHONE LINE
- W --- BURIED WATER LINE
- SS --- BURIED SANITARY SEWER
- SD --- BURIED STORM DRAIN
- DITCH LINE/FLOW LINE
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WHITE PLASTIC FENCE
- BARBED WIRE/WIRE FENCE
- ⊠ TRANSFORMER
- ⊗ LIGHT STANDARD
- ⊞ POWER VAULT
- ⊞ UTILITY BOX
- ⊞ UTILITY POLE
- ⊞ POLE GUY WIRE
- ⊞ GAS VALVE
- ⊞ GAS METER
- ⊞ TELEPHONE VAULT
- ⊞ TELEPHONE RISER
- ⊞ FIRE HYDRANT
- ⊞ GATE VALVE
- ⊞ WATER METER
- ⊞ FIRE STAND PIPE
- ⊞ CATCH BASIN, TYPE I
- ⊞ SANITARY SEWER MH
- ⊞ SIGN
- ⊞ BOLLARD
- ⊞ MAIL BOX
- ⊞ SPOT ELEVATION

NOTE:  
 1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.  
 2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 3 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

**TREE LEGEND**

- DECIDUOUS TREE
- AL12 --- ALDER
  - MP --- MAPLE
  - DS --- DECIDUOUS
  - MA --- MADRONA
  - OK --- OAK
  - CH --- CHERRY
- EVERGREEN TREE
- CE --- CEDAR
  - DF --- DOUGLAS FIR
  - HE --- HEMLOCK
  - PI --- PINE
  - EVG --- EVERGREEN

NOTE:  
 TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

**SITE INFORMATION**

TAX LOT NUMBER 041W1BA00800 & 041W1BA00900  
 SITE ADDRESS 21420 MAIN STREET NE AURORA, OR 97002  
 SITE CONTACT KELLY RICHARDSON  
 PHONE NUMBER 503-678-1283  
 ZONING MDR (CITY OF AURORA)  
 TOTAL LOT AREA 11,517± S.F.(0.26 AC.)  
 PROJECT AREA TO BE DETERMINED

**SURVEY REFERENCE**

1. PARTITION PLAT NO. 2010-03 IN BOOK 3151, PAGE 255 RECORDS OF MARION COUNTY.
2. RECORD OF SURVEY NO. MCSR 36163 RECORDS OF MARION COUNTY.

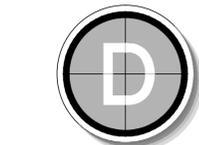
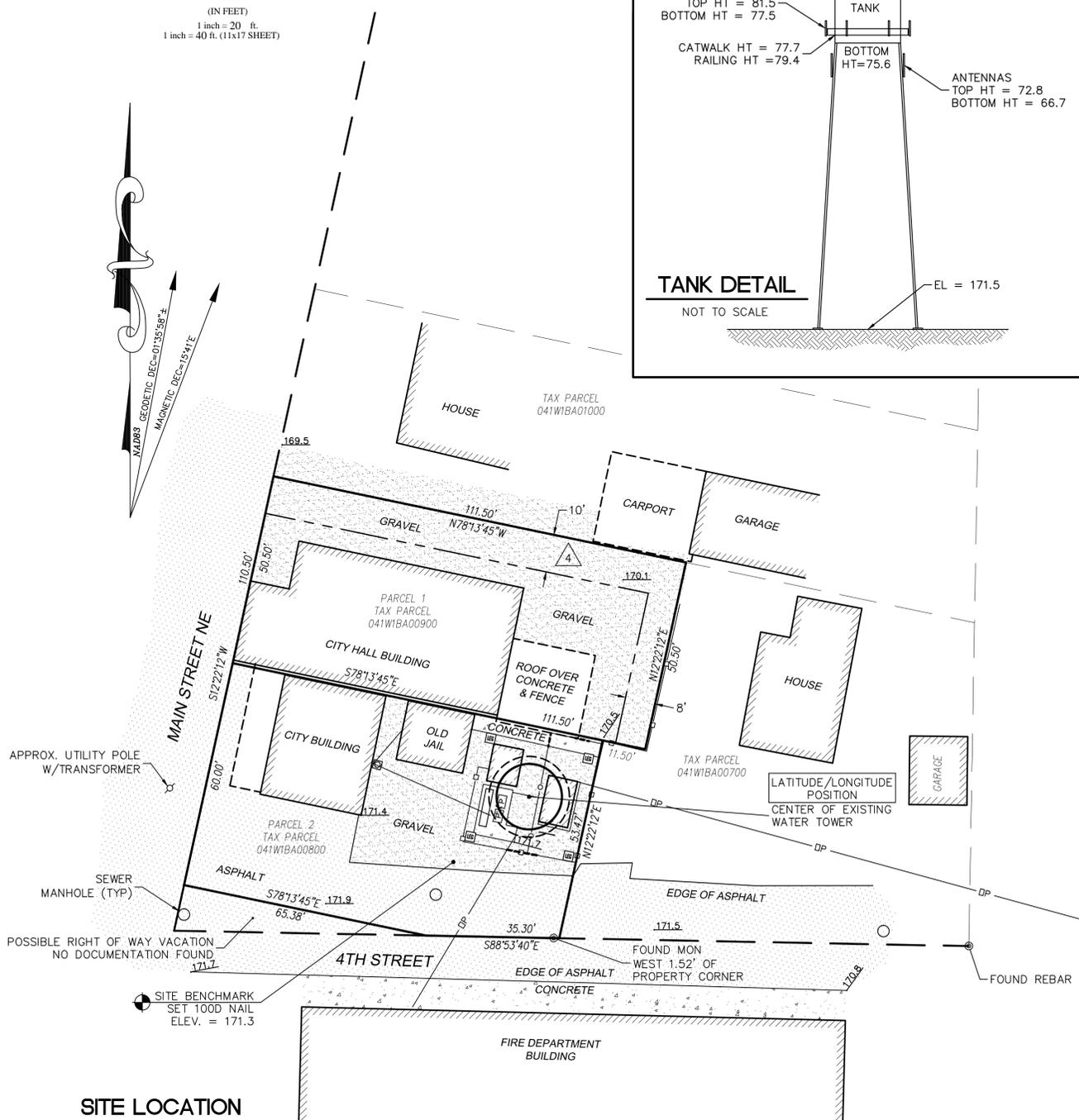
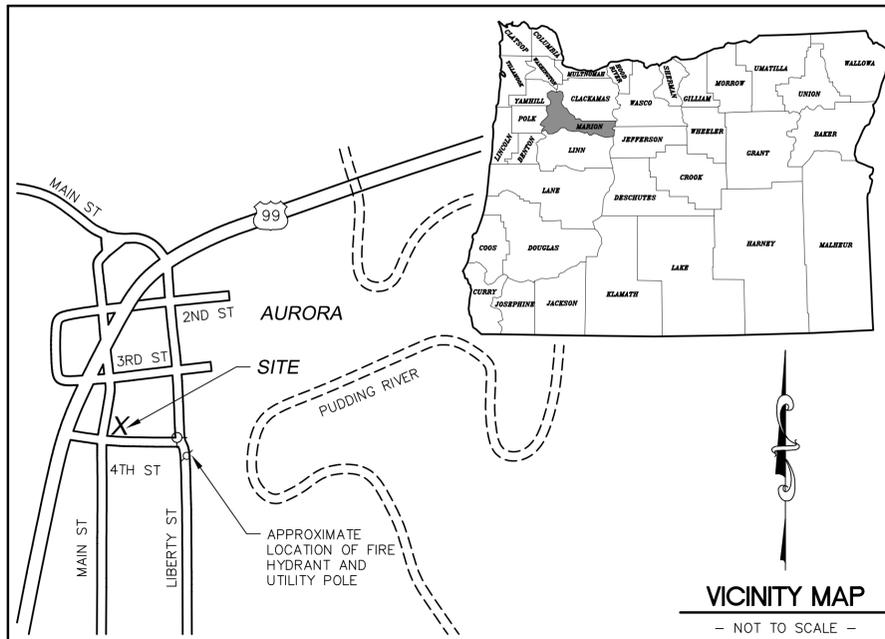
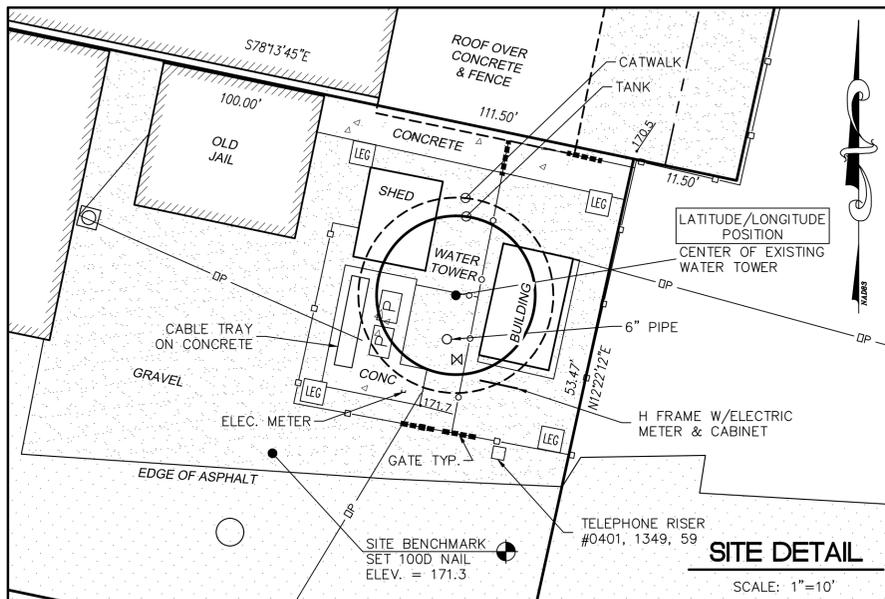
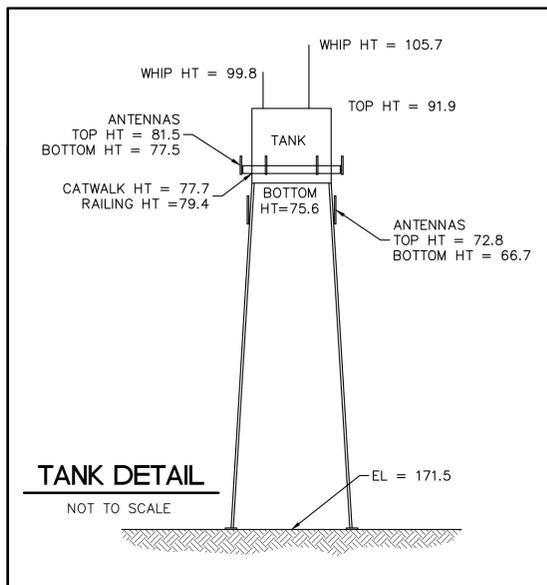
**BOUNDARY DISCLAIMER**

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

**CAUTION!**

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.

1-800-424-5555



Company, Inc.  
 145 SW 155th Street, Suite 102  
 Seattle, Washington 98166  
 Phone 206.244.4141  
 Fax 206.244.4455

SITE  
**SLM AURORA MILLS**  
 21420 MAIN STREET NE  
 AURORA, OR 97002  
 MARION COUNTY

THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM SAID CLIENT.  
 ©2014 DUNCANSON COMPANY, INC.

FLD. CREW:	JAR
FLD. BOOK:	323/82
DRAWN BY:	RLP
JOB #:	99544.934
DATE:	5/27/14

**REVISIONS**

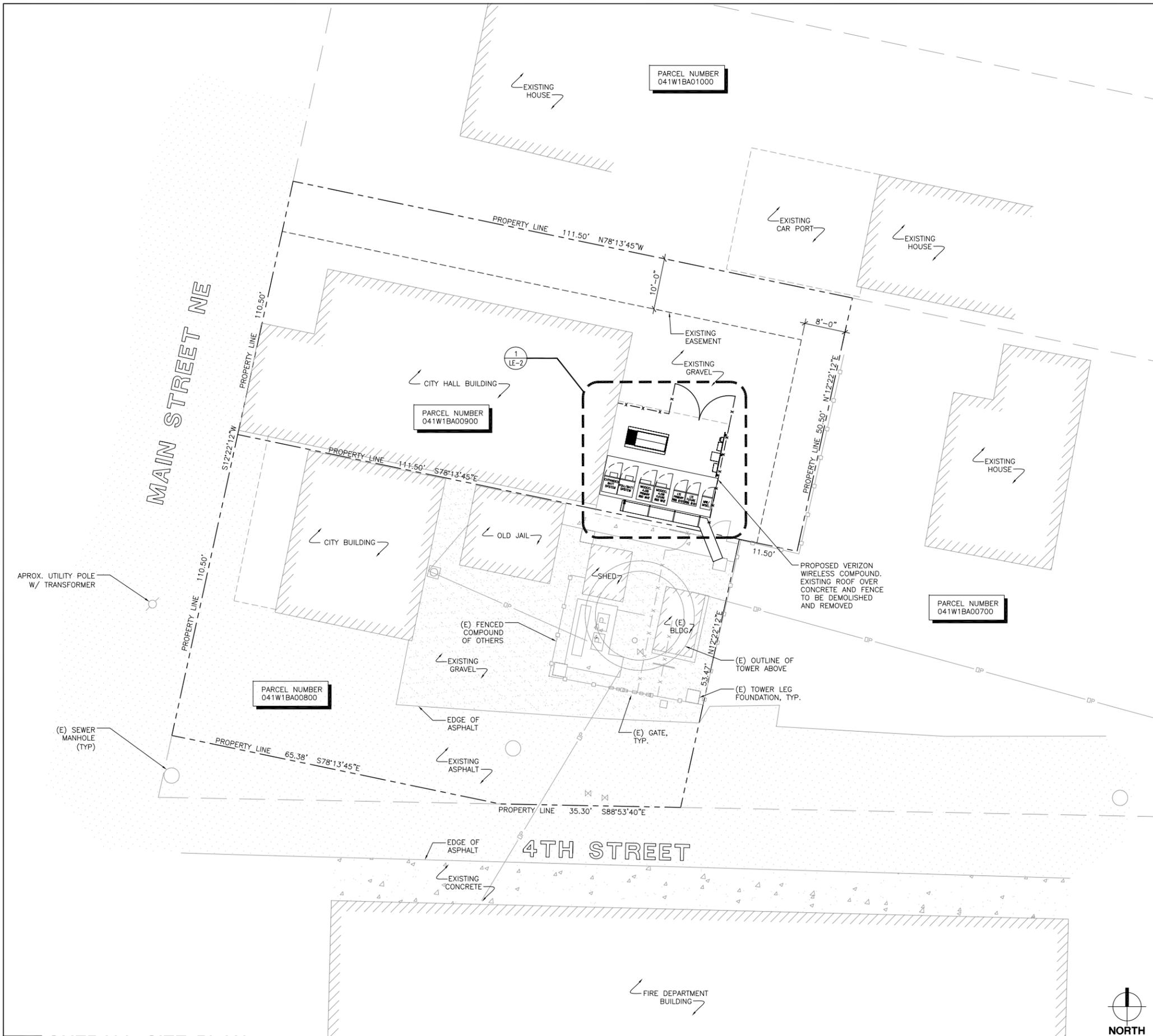
DATE	DESCRIPTION	BY

REGISTERED PROFESSIONAL LAND SURVEYOR

MAY 27 2014  
 OREGON  
 MAY 10, 2011  
 JONATHAN MARLO BECKER  
 84870  
 RENEWS: 12/31/2015

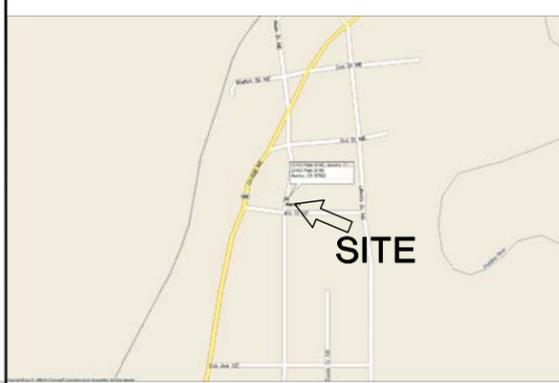
SHEET TITLE  
**EXISTING SITE SURVEY  
 SEC 13, TWP 4 S, RNG 1 W, WM**

SHEET NUMBER  
**SV1**



GENERAL NOTES:

- REFER TO PAGES T-1 AND SP-1 FOR MORE INFORMATION.
- DIG NOTE: CAUTION CALL BEFORE YOU DIG! BURIED UTILITIES EXIST ON THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE ONE-CALL UTILITY LOCATE SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
- SEE PAGE SV1 FOR MORE INFORMATION



**2 VICINITY MAP**  
NOT TO SCALE

PARCEL 1:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, KRAUS ADDITION TO THE CITY OF AURORA, MARION COUNTY, OREGON; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 111.50 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 50.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 5, 111.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

PARCEL 2:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN BLOCK 1, IN KRAUS ADDITION TO THE CITY OF AURORA, IN MARION COUNTY, STATE OF OREGON; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6, 100 FEET; THENCE SOUTHERLY PARALLEL TO MAIN STREET TO THE SOUTH LINE OF SAID LOT 6; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 TO A POINT 60 FEET IN A PERPENDICULAR LINE FROM THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 6, 60 FEET TO THE PLACE OF BEGINNING.

ALL BEING SITUATED IN THE CITY OF AURORA, MARION COUNTY, STATE OF OREGON.

**3 LEGAL DESCRIPTION**  
NOT TO SCALE

LEGEND		
EXISTING		NEW
SAS	—	SANITARY SEWER — SAS —
— STS —	—	STORM SEWER — STS —
— W —	—	WATER MAIN — W —
(RM)	—	SANITARY MANHOLE ELEVATIONS (RM)
(RM)	—	STORM STRUCTURE ELEVATIONS (RM)
---	---	PROPERTY LINE & R.O.W. ---
---	---	SURFACE DRAINAGE ---
○	○	LIGHT STANDARD
○	○	STREET LIGHT
672.75	672.75	SPOT ELEVATION
672	672	CONTOUR
-G-G-	-G-G-	GAS MAIN
⊙	⊙	MANHOLE
○	○	CATCH BASIN
○	○	FIRE HYDRANT
---	---	EASEMENT LINE
---	---	FENCE
--- UE/UT ---	---	BURIED UTILITY LINE
⊘	⊘	UTILITY POLE
--- OE/OT ---	---	OVERHEAD UTILITY LINE
		BUILDING

**4 LEGEND**  
NOT TO SCALE



**SLM AURORA MILLS**  
(NEW BUILD)  
21420 MAIN ST NE  
AURORA, OR 97002

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PROJECT MANAGER: EJC

PREPARED BY: AIO

APPROVED BY: EJC

6-12-14	ISSUED FOR LEASE EXHIBIT
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SHEET NAME  
**OVERALL SITE PLAN**

SHEET NUMBER  
**LE-1**

PROJECT NUMBER  
20130936814

**1 OVERALL SITE PLAN**  
SCALE: 1" = 10'-0" (22x34), 1" = 20'-0" (11x17)





