

AFFIDAVIT OF NIKA ASWEGAN

Nika Aswegan, being duly sworn under oath, states as follows:

1. This affidavit is provided in support of United States Cellular Operating Company LLC's ("USCOC") application for a conditional use permit application to construct a 106' monopine tower at 915 Magnolia Drive on property owned by the El Buen Samaritano United Methodist Church ("Church").
2. This affidavit supplements and restates a previous affidavit I provided in support of that application.
3. I have responsibility over the placement of the mobile support structure in USCOS search ring.
4. USCOS has evaluated collocation as an alternative to constructing at this site, but there is no commercially reasonable collation option. U.S. Cellular currently has a Lease with the County to host its facilities on an existing tower in the area. The Lease expires on October 31, 2017. USCOC has conducted negotiations with the County for a replacement lease that would allow USCOC to remain at its current site adjacent to the Expo Center.
5. USCOC and the County have not been able to come to terms on a replacement lease. The County has consistently requested conditions in the new lease that are commercially unreasonable. The proposed lease creates potential liability for USCOC that could arise from actions of other tenants on the tower, actions over which USCOC has no control over. I am informed by our office of general counsel that the request is wholly unreasonable and that USCOC would not agree to such a provision in any lease. I am unaware of any other telecommunications company that is currently accepting the type of transfer of legal risk that the County is seeking.
6. The current County lease contains a provision that appears similar, but was agreed to several years ago by the company who owned the tower at that time. That company was later acquired by USCOC. Once that Lease expires, the County will take ownership of the tower, and USCOC will become a tenant. We do not believe that type of provision is appropriate under any circumstances, but is particularly unreasonable now that USCOC will become a tenant on the tower as opposed to its owner.
7. Because the County will only allow collocation on commercially unreasonable terms, we do not believe USCOC has a real opportunity to collocate. Further, even if the County tower


could reasonably be considered a collocation option, the request for this contract term imposes an economic burden upon USCOC.

8. Independent of the requested contract terms, the County option's cost would place an economic burden on USCOC. The County lease is more than three times expensive than the proposed new site. Over a twenty year term, USCOC will save over \$700,000 from the new site compared to collocating on the County site, even after accounting for construction costs.
9. There are no other collocation options in USCOC's search ring. A water tower in the City within the search was evaluated as a potential collocation option. However, the water tower was eliminated from consideration for several reasons. First, the owner of the water tower indicated that the tower is scheduled for demolition. Second, the water tower would not result in the same mobile service functionality and coverage.



NIKA ASWEGAN

Acknowledged, subscribed and sworn to me
this 13 day of December, 2016.



Notary Public, Linn County

My Commission expires 9-6-18.

(Affix Notary Seal)

