



CONDITIONAL USE REQUEST #851-26-000269-PLNG: COMMUNICATIONS FACILITY

*NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER:
ORS 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE,
IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER*

NOTICE OF ADMINISTRATIVE REVIEW

Date of Notice: July 28, 2026

Notice is hereby given that the Tillamook County Department of Community Development is considering the following:

#851-26-000269-PLNG: A Conditional Use request for the installation of a new wireless communications facility that includes a 195-foot self-support communications tower and accessory improvements within a 50-foot by 50-foot fenced area on property located east of the Unincorporated Community of Oceanside, accessed via Cape Meares Loop, a County road, and designated as Tax Lot 900 of Section 19 of Township 1 South, Range 10 West of the Willamette Meridian, Tillamook County, Oregon. The property is zoned Forest (F). Applicant is New Cingular Wireless PCS, LLC. Property owner is Stimson Lumber Company.

Written comments received by the Department of Community Development prior to 4:00p.m. on August 11, 2026, will be considered in rendering a decision. Comments should address the criteria upon which the Department must base its decision. A decision will be rendered no sooner than the next business day, August 12, 2026.

Notice of the application, a map of the subject area, and the applicable criteria are being mailed to all property owners within 750 feet of the exterior boundaries of the subject parcel for which an application has been made and other appropriate agencies at least 14 days prior to this Department rendering a decision on the request.

A copy of the application, along with a map of the request area and the applicable criteria for review are available for inspection on the Tillamook County Department of Community Development website: <https://www.tillamookcounty.gov/commdev/landuseapps> and is also available for inspection at the Department of Community Development office located at 1510-B Third Street, Tillamook, Oregon 97141.

If you have any questions about this application, please call the Department of Community Development at 503-842-3408.

Sincerely,

Sarah Absher, Director, CFM

Enc. Applicable Ordinance Criteria, Maps

REVIEW CRITERIA

TCLUO ARTICLE VI:

SECTION 6.040: REVIEW CRITERIA

Any CONDITIONAL USE authorized according to this Article shall be subject to the following criteria, where applicable:

- (1) The use is listed as a CONDITIONAL USE in the underlying zone, or in an applicable overlying zone.
- (2) The use is consistent with the applicable goals and policies of the Comprehensive Plan.
- (3) The parcel is suitable for the proposed use considering its size, shape, location, topography, existence of improvements and natural features.
- (4) The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zone.
- (5) The proposed use will not have detrimental effect on existing solar energy systems, wind energy conversion systems or wind mills.
- (6) The proposed use is timely, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

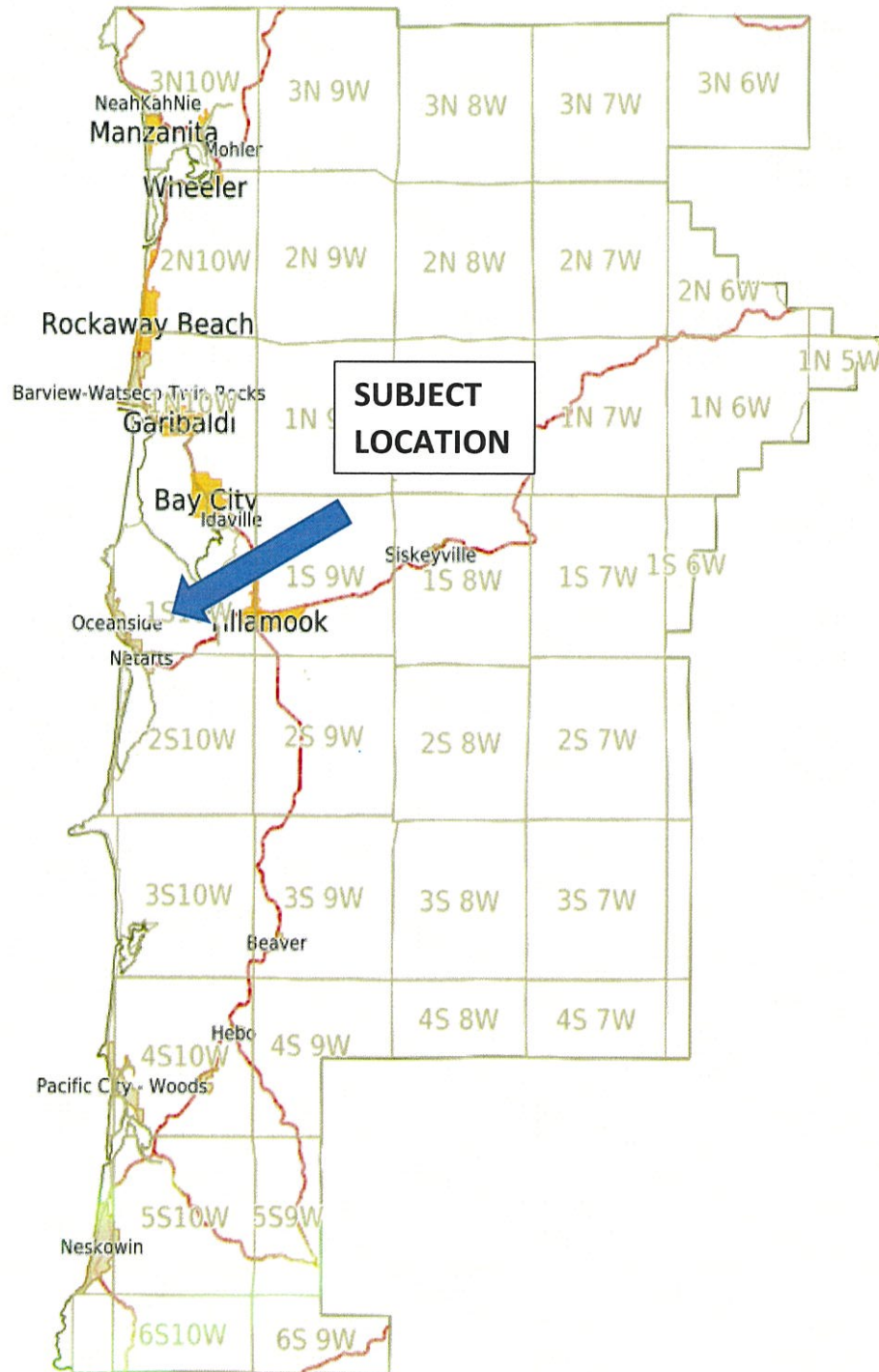
TCLUO ARTICLE III:

SECTION 3.004 FOREST ZONE (F)

(8) CONDITIONAL USE REVIEW CRITERIA: A use authorized as a conditional use under this zone may be allowed provided the following requirements or their equivalent are met. These requirements are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands. Conditional uses are also subject to Article 6, Section 040.

1. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands.
2. The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.
3. A written statement recorded with the deed or written contract with the county or its equivalent is obtained from the land owner that recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules for uses authorized in OAR 660-006-0025(5)(c).

VICINITY MAP



#851-26-000269-PLNG:
WIRELESS COMMUNICATIONS FACILITY

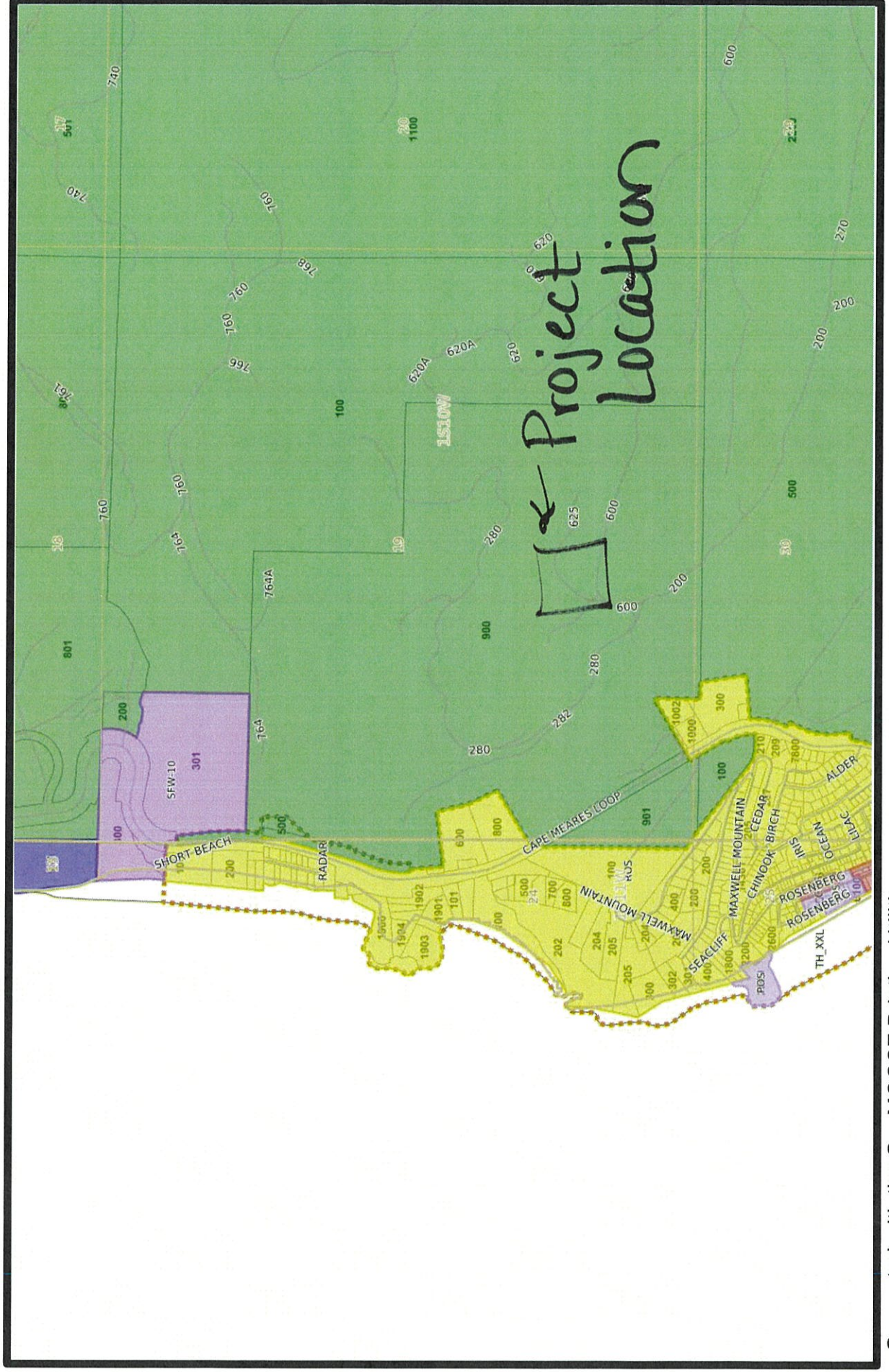
SECTION 19 T.1S. R.10W. W.M.
TILLAMOOK COUNTY

01S10W19

[illegible]

01S10W19
Revised 8/12/22, WS

Map





PLANNING APPLICATION

Applicant ☐ (Check Box if Same as Property Owner)

Name: New Cingular Wireless PCS, LLC (ATT) Phone: _____
Address: 1025 Lenox Park Blvd NE 3rd floor
City: Atlanta State: GA Zip: 30319
Email: _____

Property Owner

Name: Stimson Lumber Company Phone: 503-801-0612
Address: 9400 SW Barnes Rd Suite 530
City: Portland State: OR Zip: 97225
Email: _____

OFFICE USE ONLY	
Date Stamp	
RECEIVED	
JUN 04 2026	
BY: <i>SAP</i>	
☐ Approved	☐ Denied
Received by:	
Receipt #:	
Fees:	
Permit No: 851- <i>26-00269</i> -PLNG	

Request: Proposed installation of nine (9) antennas, twelve (12) RRH's, two (2) surge protectors, one (1) microwave antenna and fiber/dc cables on a new 195' self-support tower. Proposed installation of a prefabricated walk-up cabinet and backup diesel generator within a 50' x 50' fenced compound.

Type II

- ☐ Farm/Forest Review
- ☒ Conditional Use Review
- ☐ Variance
- ☐ Exception to Resource or Riparian Setback
- ☐ Nonconforming Review (Major or Minor)
- ☐ Development Permit Review for Estuary Development
- ☐ Non-farm dwelling in Farm Zone
- ☐ Fore-dune Grading Permit Review
- ☐ Neskowin Coastal Hazards Area

Type III

- ☐ Detailed Hazard Report
- ☐ Conditional Use (As deemed by Director)
- ☐ Ordinance Amendment
- ☐ Map Amendment
- ☐ Goal Exception
- ☐ Nonconforming Review (As deemed by Director)
- ☐ Variance (As deemed by Director)

Type IV

- ☐ Ordinance Amendment
- ☐ Large-Scale Zoning Map Amendment
- ☐ Plan and/or Code Text Amendment

Location:

Site Address: No situs address

Map Number:	1S	10W	19	900
	Township	Range	Section	Tax Lot(s)

Clerk's Instrument #: Deed instrument #: 2006-006098

Authorization

This permit application does not assure permit approval. The applicant and/or property owner shall be responsible for obtaining any other necessary federal, state, and local permits. The applicant verifies that the information submitted is complete, accurate, and consistent with other information submitted with this application.

See redacted lease and deed

Property Owner Signature (Required)

Date

Applicant Signature

Date

Tillamook County
PLANNING APPLICATION

AGENT/ CONTACT INFORMATION:

Agent: Smartlink Group on B/O New Cingular Wireless PCS LLC (AT&T)
Contact Name: Priscilla Cervantes
Mailing Address: 10 Church Circle, Annapolis, MD 21401
Email: priscilla.cervantes@smartlinkgroup.com
Phone: 213-910-1008



May 28, 2026

Tillamook County
Department of Community Development
1510-B Third Street
Tillamook, OR 97141

Re: Proposed AT&T Wireless Communications Facility (CT14 Oceanside)

To Whom It May Concern:

Smartlink is submitting the following application materials on behalf of the applicant, New Cingular Wireless PCS, LLC ("AT&T") and the underlying property owner for a new wireless communications facility in Tillamook County. Enclosed please find:

AT&T's Type II Conditional Use Review, with the following attachments:

- Attachment 1—Planning Application
- Attachment 2—Project Narrative
- Attachment 3—Statement of Code Compliance
- Attachment 4—AT&T Radiofrequency (RF) Justification
- Attachment 5—AT&T RF Safety Compliance Letter
- Attachment 6—FAA TOWAIR Report
- Attachment 7—Geologic Hazard Assessment Summary Report
- Attachment 8—Redacted Ground Lease and Deed
- Attachment 9—Zoning Drawings

The application fees will be paid on-line once an invoice is received. I look forward to working with you on this project. Please feel free to contact me upon your initial review.

Sincerely,

Priscilla Cervantes

Priscilla Cervantes
Real Estate Specialist II
Smartlink, an authorized representative of AT&T
priscilla.cervantes@smartlinkgroup.com
213-910-1008

**STATEMENT OF CODE COMPLIANCE
CONDITIONAL USE PERMIT APPLICATION
AT&T WCF—CT14 OCEANSIDE**

Submitted to Tillamook County, OR
Planning Division

AT&T's application (the "Application") for a new wireless communication facility ("WCF" and/or "Facility") in the Forest (F) zone is subject to and complies with the following applicable provisions of Tillamook County's Land Use Ordinance ("LUO"), which are addressed in this Statement of Code Compliance in the following order:

I. ZONING

- **Article III ZONE REGULATIONS**

- **3.004(1) Purpose**
- **3.004(8) Conditional Use Review Criteria**
- **3.004(9) Siting Standards for Dwellings and Structures in Forest Zones**
- **3.004(10) Fire-Siting Standards for Dwellings and Structures**
- **3.004(13) Use Table**

II. GENERAL DEVELOPMENT STANDARDS

- **Article IV DEVELOPMENT STANDARDS**

- **4.120 General Exceptions to Building Height Limitations**

III. GEOLOGICAL HAZARD AREA

- **Section 4.130 DEVELOPMENT REQUIREMENTS FOR GEOLOGICAL HAZARD AREAS**

- **4.130(2) Applicability**
- **4.130(3) Geologic Hazard Assessment Review**
- **4.140(4) Geologic Hazard Report Standards**
- **Development Requirements for Geological Hazard Areas**

IV. REVIEW PROCEDURES

- **Article VI CONDITIONAL USE PROCEDURES AND CRITERIA**

- **6.040 Review Criteria**

- **Article X DEVELOPMENT APPROVAL PROCEDURES**

- **10.020 Applications**

PLEASE NOTE: AT&T's responses to applicable provisions are indicated below in ***bold italicized blue text***. Any reference to an "Attachment" is in reference to an attachment included in AT&T's application for the proposed Facility.

I. ZONING

Section 3.004 Forest Zone (F)

(1) PURPOSE

(a) The purpose of the Forest (F) Zone is to protect and maintain forest lands for grazing, and rangeland use and forest use, consistent with existing and future needs for agricultural and forest products. The F zone is also intended to allow other uses that are compatible with agricultural and forest activities, to protect scenic resources and fish and wildlife habitat, and to maintain and improve the quality of air, water and land resources of the county.

(b) The F zone has been applied to lands designated as Forest in the Comprehensive Plan. The provisions of the F zone reflect the forest land policies of the Comprehensive Plan as well as the requirements of ORS Chapter 215 and OAR 660-006. The minimum parcel size and other standards established by this zone are intended to promote commercial forest operations.

Applicant Response: AT&T acknowledges and understands the purpose of the Forest Zone. The proposal is for an unmanned passive use consisting of a new wireless communication facility within a proposed 50ft X 50ft lease area in a previously cleared area on a densely forested hill. The proposed project is an ancillary use that will provide wireless service for agricultural and forest operations and nearby development. The operation of the communication facility will have no impact on agricultural activities, forest activities, or on fish and wildlife habitats. Further, as a passive use, the Facility generates no measurable impact on the quality of air, water or land resources.

(8) CONDITIONAL USE REVIEW CRITERIA

A use authorized as a conditional use under this zone may be allowed provided the following requirements or their equivalent are met. These requirements are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands. Conditional uses are also subject to Article 6, Section 040.

1. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands.

Applicant Response: The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands. The proposed WCF is an unmanned passive use that will not generate noise, dust, odor, toxic materials, or vehicular traffic. The proposed lease area will encompass 2,500 square feet in a previously cleared area on the approximate 292-acre parcel. The Facility is adjacent to an existing access road and will not disturb the current foresting practices on the parcel. Please see Attachment 2—Project Narrative and Attachment 9—Zoning Drawings for AT&T's proposed location.

2. The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.

Applicant Response: The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel. The proposed location of the WCF is near an access road, and the required fuel breaks will be constructed pursuant to the county's standards herein. In addition, a 4ft lightning rod with site specific grounding will be installed on the top of the tower to mitigate any lightning strikes. Please see Attachment 9—Zoning Drawings for AT&T's proposed location.

3. A written statement recorded with the deed or written contract with the county or its equivalent is obtained from the land owner that recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules for uses authorized in OAR 660-006-0025(5)(c).

Applicant Response: AT&T will comply with the provision above as required by the county.

(9) SITING STANDARDS FOR DWELLINGS AND STRUCTURES IN FOREST ZONES

The following siting criteria or their equivalent shall apply to all new dwellings and structures in forest zones. These criteria are designed to make such uses compatible with forest operations, to minimize wildfire hazards and risks and to conserve values found on forest lands. The County shall consider the criteria in this section together with the requirements of Section (10) to identify the building site:

(a) The minimum lot width and minimum lot depth shall be 100 feet.

Applicant Response: Not applicable.

(b) The minimum front, rear, and side yards shall all be 30 feet.

Applicant Response: The proposed Facility is located more than 30ft from all property lines. Please see Attachment 9—Zoning Drawings for demonstration of AT&T's compliance with this requirement.

(c) The height of residential structures shall not exceed 35 feet.

Applicant Response: Not applicable. There are no proposed residential structures.

(d) Dwellings and structures shall be sited on the parcel so that:

1. They have the least impact on nearby or adjoining forest or agricultural lands;

Applicant Response: AT&T's proposed Facility is a passive use and will not have adverse impacts on adjoining forest or agricultural lands. The proposed Facility will be located in an existing cleared area on the subject parcel, adjacent to an existing logging access road.

2. The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;

Applicant Response: The proposed WCF is a passive use and will not impact forest operations and accepted farming practices on the subject parcel. The proposed lease area will encompass 2,500 square feet in a previously cleared area on the approximate 292-acre parcel. A new driveway will extend approximately 70ft from the existing access road to the lease area. Access to the site will be limited to initial construction of the site and monthly maintenance visits thereafter by a single vehicle, at the most. Please see Attachment 2—Project Narrative and Attachment 9—Zoning Drawings for AT&T's compliance with this requirement.

3. The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and

Applicant Response: As discussed above, the amount of forest land used for this proposed Facility is minimized as much as possible due to locating it near an existing access road.

4. The risks associated with wildfire are minimized.

Applicant Response: The proposed use will not increase the risks associated with wildfire. The proposed location of the WCF is near an access drive, and the required fuel breaks will be constructed pursuant to the county's standards herein. In addition, a 4ft lightning rod will be installed on the top of the tower to mitigate any lightning strikes. Please see Attachment 9—Zoning Drawings for AT&T's compliance with this requirement.

(e) Siting criteria satisfying Subsection (d) may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.

Applicant Response: As discussed above, the proposed WCF will meet the required setbacks of the Forest (F) zone, will be located on a portion of the parcel that has been cleared of trees, and will be located near an existing access road. Please see Attachment 9—Zoning Drawings for demonstration of AT&T's compliance with this requirement.

(f) The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR chapter 629). For purposes of this section, evidence of a domestic water supply means:

1. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water;
2. A water use permit issued by the Water Resources Department for the use described in the application; or
3. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the county upon completion of the well.

Applicant Response: Not applicable. The proposed WCF is an unmanned facility (structure) that will not be connected to a water source.

(g) As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

Applicant Response: Not applicable. The proposal is for a WCF, not a residential dwelling.

(h) Approval of a dwelling shall be subject to the following requirements:

[The remainder of Section 3.004(9)(h) has been OMITTED]

Applicant Response: Not applicable. The proposal is for a WCF, not a residential dwelling.

(10) FIRE-SITING STANDARDS FOR DWELLINGS AND STRUCTURES

The following fire-siting standards or their equivalent shall apply to all new dwelling or structures in a forest zone:

(a) The dwelling shall be located upon a parcel within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district. If the governing body determines that inclusion within a fire protection district or contracting for residential fire protection is impracticable, the governing body may provide an alternative means for protecting the dwelling from fire hazards that shall comply with the following:

[The remainder of Section 3.004(10)(a) has been OMITTED]

Applicant Response: Not applicable. The proposed WCF is an unmanned facility (structure), not a dwelling.

(b) Road access to the dwelling shall meet road design standards described in OAR 660-006-0040.

Applicant Response: Not applicable. The proposed WCF is an unmanned facility (structure), not a dwelling. Further, the access road serving the Facility is existing. AT&T's extended drive originating off the existing access road to the lease area will meet all applicable standards.

(c) The owners of the dwellings and structures shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by the Oregon Department of Forestry and shall demonstrate compliance with Table (10)(c)1

Applicant Response: Please see Attachment 9—Zoning Drawings, Sheet A2.1, for demonstration of AT&T's compliance with this requirement.

[Table (1)(c)(1), Figure (10)(c)(1) and the remainder of Section 3.004(10) (d-f) have been OMITTED]

Applicant Response: The proposed WCF is an unmanned facility (structure), not a dwelling.

(13) USE TABLE

Table 1 identifies the uses permitted in the F zone. This table applies to all new uses, expansions of existing uses, and changes of use when the expanded or changed use would require a Type 1, 2, or 3 review, unless otherwise specified on Table 1. All uses are subject to the general provisions, special conditions, additional restrictions and exceptions set forth in this ordinance.

- (a) As used in Table 1:
1. The "Subject To" column identifies any specific provisions of to which the use is subject.
 2. "N" means the use is not allowed.
 3. "Permitted uses and activities and their accessory buildings and uses are permitted subject to the general provisions set forth by this ordinance.

Table 1: Use Table for Forest Zones

A= Allowed 1 = Review Type 1 2 = Review Type 2 3 = Review Type 3 N= Prohibited

[Selected the portion of Table 1 applicable to the proposed wireless communication facility]

USE	REVIEW	SUBJECT TO 3.004
Utility, Power Generation, Solid Waste Uses		
Television, microwave and radio communication facilities and transmission towers.	2	(8)

Applicant Response: AT&T's proposed WCF is located on a parcel zoned Forest (F) and is subject to Type 2 application procedures and compliance with LUO 3.004(8), which are addressed herein.

II. GENERAL DEVELOPMENT STANDARDS

Section 4.120: General Exceptions to Building Height Limitations

(1) Projections such as chimneys, spires, elevator shaft housings, flagpoles, devices or structures for the capture of solar energy, towers for wind energy conversion systems and windmills, and other structures not used for human occupancy are not subject to the BUILDING HEIGHT LIMITATIONS of this Ordinance, unless such projection shades an existing solar energy system on an adjoining property to such as extent as to affect the efficiency of that system.

Applicant Response: AT&T is proposing a 195ft lattice tower in the Forest (F) zone.

III. GEOLOGICAL HAZARD AREAS

Section 4.130(2): Applicability

The following areas are considered potentially geologically hazardous and are therefore subject to the requirements of Section 4.130:

- a) All lands partially or completely within categories of “high” and “moderate” susceptibility to shallow landslides as mapped in Oregon Department of Geology and Mineral Industries (DOGAMI) Open File Report O-20-13, Landslide hazard and risk study of Tillamook County, Oregon;
- b) All lands partially or completely within categories of “high” and “moderate” susceptibility to deep landslides as mapped in DOGAMI Open File Report O-20- 13, Landslide hazard and risk study of Tillamook County, Oregon;
- c) All lands partially or completely within a “debris flow fan” as mapped in DOGAMI Open File Report O-20-13, Landslide hazard and risk study of Tillamook County, Oregon;
- d) All lands partially or completely within a rapidly moving landslide as mapped in DOGAMI IMS22, GIS Overview Map of Potential Rapidly Moving Landslide Hazards in Western Oregon, 2002.
- e) All lands along the oceanfront. An oceanfront lot is a lot or parcel that abuts the ocean shore state recreation area (as defined in OAR 736-021-0010) or a lot or parcel where there is no portion of a buildable lot between it and the ocean shore state recreation area. Lots or parcels that are fronted by roads, parks, beach accesses, or other minimal improvements are also considered oceanfront.
- f) Lots or parcels where the average existing slopes are equal to or greater than 19 percent within or adjacent to hazard risk zones described in 4.130(2)(a) through (d) for any lot or parcel less than or equal to 20,000 square feet or lots or parcels where the average existing slopes are equal to or greater than 29 percent within or adjacent to hazard risk zones described in 4.130(2)(a) through (d) for any lot or parcel greater than 20,000 square feet.
 1. For the purpose of this section, slopes are determined by:
 - Lots or parcels less than 20,000 square feet where the average existing slopes are equal to or greater than 19% measured from the highest to lowest point of the property.
 - The average existing slope of the building footprint or area to be disturbed measured from the highest to lowest point within the footprint or area to be disturbed is 29 percent or greater for properties 20,000 square feet or larger.
- g) Any other documented geologic hazard area on file, at the time of inquiry, in the office of the Tillamook County Community Development Department. A “documented geologic hazard area” means an area of land that is shown by reasonable written evidence to contain geological characteristics or conditions which are hazardous or potentially hazardous for the improvement thereof.

The publications referenced above are not intended to be used as a site-specific analysis tool. The County will use these publications to identify when a Geologic Hazard Assessment Review is needed on a property prior to development.

Section 4.130(3): Geologic Hazard Assessment Review

- a) Except for activities identified in Subsection 4.130(3)(b) as exempt, any new development or substantial improvement (as defined in Article 11) in an area subject to the provisions of this section shall require a Geologic Hazard Assessment Review.
- b) The following development activities are exempt from the requirement for a Geologic Hazard Assessment Review:
 - 1. Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation and do not constitute substantial improvement as defined in Article 11.
 - 2. Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;
 - 3. Construction of structures for which a building permit is not required;
 - 4. An excavation which is less than two feet in depth, or which involves less than twenty-five cubic yards of volume;
 - 5. Fill that is less than two feet in depth or that involves less than twenty-five cubic yards of volume;
 - 6. Yard area vegetation maintenance and other vegetation removal on slopes less than 20%;
 - 7. Removal of trees smaller than 8 inches dbh (diameter breast height);
 - 8. Removal of trees larger than 8 inches dbh (diameter breast height) provided the canopy area of the trees that are removed in any one-year period is less than 25% of the lot or parcel area;
 - 9. Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);
 - 10. Maintenance and reconstruction of public and private roads, streets, parking lots, driveways, and utility lines, provided the work does not extend outside the existing right-of-way boundary;
 - 11. Maintenance and repair of utility lines, and the installation of individual utility service connections;
 - 12. Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazard; and
 - 13. Beachfront protective structures subject only to regulation by the Oregon Parks and Recreation Department under OAR Chapter 736, division 20.
- c) Application, review, decisions, and appeals for a Geologic Hazard Assessment Review shall be a Type I procedure in accordance with Article 10. Applications for a Geologic Hazard Assessment Review may be made prior to or concurrently with any other type of application required for the proposed use or activity. Except for exempt activities listed under Section 4.130(3)(b), Geologic Hazard Assessment Review shall be completed prior to any ground disturbance.
- d) All applications for Geologic Hazard Assessment Review shall be accompanied by a Geologic Hazard Report prepared by a qualified licensed geoprofessional (as defined in Article 11) that meets the content requirements of Section 4.130(4), at the applicant/property owner's expense.
- e) For development activities that are subject both to this section and Section 3.530: Beach and Dune Overlay Zone, one complete Geologic Hazard Report can be submitted for meeting the requirements of this section and Section 3.530. The report shall include requirements for both sections as applicable.

Section 4.130(4): Geologic Hazard Report Standards

- a) For the purposes of Section 4.130, a Geologic Hazard Report refers to engineering geologic reports, geotechnical reports, and geotechnical engineering reports.
- b) Geologic Hazard Reports required pursuant to this section shall be prepared consistent with standard geologic practices employing generally accepted scientific and engineering principles, and shall at a minimum contain the applicable provisions outlined in the Oregon State Board of Geologist Examiners publication "Guidelines for the Preparation of Engineering Geologic Reports," 2nd Edition, 5/30/2014 or other published best practice guidelines for engineering geologic or geotechnical engineering reports, consistent with current scientific and engineering principles. Reports shall reference the published guidelines upon which they are based.
- c) For oceanfront property (lots or parcels abutting the ocean shore), Geologic Hazard Reports shall also address all the requirements of Section 3.530 (6)(f) to the extent applicable and based on best available information.
- d) Geologic Hazard Reports required by this section shall include the following from the preparer(s) of the report:
 - a. A statement that all the applicable content requirements of subsection 4.130(4) have been addressed or are not applicable to the review. An explanation shall be accompanied with any requirement identified as not applicable;
 - b. A description of the qualifications of the professional(s) that prepared the report. If multiple licensed professionals contributed to the report, each professional shall individually sign and stamp their own work products; and
 - c. A statement by the preparer(s) that they have the appropriate qualifications to have completed the report and all its contents.
- e) All Geologic Hazard Reports are valid for purposes of meeting the requirements of Section 4.130 for a period of five (5) years from the date of preparation. Such reports are valid only for the development plan addressed in the report. Tillamook County assumes no responsibility for the quality or accuracy of such reports. Within that five-year period, the Planning Director can require at their discretion an addendum by a qualified licensed geoprofessional certifying that site conditions have not changed from the original report. If site conditions have changed, a new Geologic Hazard Report shall be required.

Section 4.130(5): Decision of Geologic Assessment Reviews

A decision on a Geologic Hazard Assessment Review shall be based on findings of compliance with the following standards:

- a) The Geologic Hazard Report shall meet the content standards set forth in Section 4.130(4).
- b) In approving a Geologic Hazard Assessment Review, the decision maker may impose any conditions which are necessary to ensure compliance with the provisions of this section or with any other applicable provisions of the Tillamook County Land Use Ordinance.
- c) The development plans for the application conform, or can be made to conform, with all the recommendations and specifications contained in the Geologic Hazard Report.
- d) In the event the decision maker determines that additional review of the Geologic Hazard Report by a qualified licensed geoprofessional is necessary to determine compliance with this section, Tillamook County may retain the services of such a professional for this purpose. The applicant shall be responsible for all costs associated with the additional review. The results of that evaluation shall be considered in the decision of the Geologic Hazard Assessment Review.

Section 4.130(6): Development Standards for Uses Subject to Review

In addition to the conditions, requirements and limitations imposed by a required Geologic Hazard Report, all uses subject to a Geologic Hazard Assessment Review shall conform to the following requirements:

- a) Hazard Disclosure Statement: All applications for new development or substantial improvements subject to Geologic Hazard Assessment Review shall provide a Hazard Disclosure Statement recorded with the Tillamook County Clerk's Office and signed by the property owner that acknowledges:
 - 1. The property is subject to potential natural hazards and that development thereon is subject to risk of damage from such hazards;
 - 2. The property owner has commissioned a Geologic Hazard Report for the subject property, a copy of which is on file with Tillamook County Department of Community Development, and that the property owner has reviewed the Geologic Hazard Report and has thus been informed and is aware of the type and extent of hazards present and the risks associated with development on the subject property;
 - 3. The property owner accepts and assumes all risks of damage from natural hazards associated with the development of the subject property.
 - 4. The property owners shall refrain from interfering with mitigation measures or improvements on the site and shall maintain them.
- b) Mitigation measures: Mitigation measures required to make the site suitable for the proposed development, including their design and construction specifications, shall be included in the Geologic Hazard Report and followed.
- c) Safest site requirement: All new structures shall be limited to the recommendations contained in the Geologic Hazard Report; and
 - 1. Property owners should consider use of construction techniques that will render new buildings readily moveable in the event they need to be relocated; and
 - 2. Properties shall possess access of sufficient width and grade to permit new buildings to be relocated or dismantled and removed from the site.
- d) Minimum Oceanfront Setbacks: For oceanfront lots or parcels, , the building footprint of all new development or substantial improvement subject to a Geologic Hazard Assessment Review shall also comply with the requirements of Section 3.530(8) Oceanfront Setbacks.
- e) Erosion Control Measures: All uses subject to a Geologic Hazard Assessment Review shall address the following erosion control measure requirements, designed by a qualified licensed geoprofessional:
 - 1. Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one-time during construction;
 - 2. Development plans shall minimize cut or fill operations so as to prevent off-site impacts;
 - 3. Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;
 - 4. Permanent plantings and any required structural erosion control and drainage measures shall be installed as soon as practical;

5. Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;
 6. Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching, seeding, planting, or armoring with rolled erosion control products, stone, or other similar methods;
 7. All drainage provisions shall be designed to adequately carry existing and potential surface runoff from the twenty-year frequency storm to suitable drainageways such as storm drains, natural watercourses, or drainage swales. In no case shall runoff be directed in such a way that it significantly decreases the stability of known landslides or areas identified as unstable slopes prone to earth movement, either by erosion or increase of groundwater pressure;
 8. Where drainage swales are used to divert surface waters, they shall be vegetated or protected as necessary to prevent offsite erosion and sediment transport;
 9. Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:
 - i. Energy absorbing devices to reduce runoff water velocity;
 - ii. Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;
 - iii. Dispersal of water runoff from developed areas over large undisturbed areas.
 10. Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures; and
 11. Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented from leaving the construction site through proper handling, disposal, site monitoring and clean-up activities.
- f) Certification of compliance: Permitted development shall comply with the recommendations in the required Geologic Hazard Report. Certification of compliance shall be provided as follows:
- a. Plan Review Compliance: Building, construction or other development plans shall be accompanied by a written statement from a certified engineering geologist or licensed geotechnical engineer stating that the plans comply with the recommendations contained in the Geologic Hazard Report for the Geologic Hazard Assessment Review.
 - b. Inspection Compliance: Upon the completion of any development activity for which the Geologic Hazard Report recommends an inspection or observation by a certified engineering geologist or licensed geotechnical engineer, the certified engineering geologist or licensed geotechnical engineer shall provide a written statement indicating that the development activity has been completed in accordance with the applicable Geologic Hazard Report recommendations.
 - c. Final Compliance: No development requiring a Geologic Hazard Report shall receive final approval (e.g., certificate of occupancy, final inspection, etc.) until the department receives:
 - i. A written statement from a certified engineering geologist or licensed geotechnical engineer indicating that all performance, mitigation, and monitoring measures specified in the Geologic Hazard Report have been satisfied;

- ii. If mitigation measures incorporate engineering solutions designed by a licensed professional engineer, a written statement of compliance by the design engineer;
- iii. A written statement by the qualified licensed geoprofessional indicating that all erosion control measure requirements were met.

g) Restoration and replacement of existing structures:

- a. Notwithstanding any other provisions of this ordinance, application of the provisions of this section to an existing use or structure shall not have the effect of rendering such use or structure nonconforming as defined in Article 7.
- b. Replacement, repair or restoration of a lawfully established building or structure subject to this section that is damaged or destroyed by fire, other casualty or natural disaster shall be permitted, subject to all other applicable provisions of this ordinance, and subject to the following limitations:
 - i. Replacement authorized by this subsection is limited to a building or structure not larger than the damaged/destroyed building.
 - ii. Structures replaced pursuant to this subsection along the oceanfront shall be located no further seaward than the damaged structure being replaced.
 - iii. Replacement or restoration authorized by this subsection shall commence within one year of the occurrence of the fire or other casualty which necessitates such replacement or restoration.
- c. A building permit application for replacement, repair, or restoration of a structure under the provisions of this subsection shall be accompanied by a Geologic Hazard Report prepared by a qualified licensed geoprofessional that adheres to the Geologic Hazard Report Standards outlined in Section 4.130(4). All recommendations contained in the report shall be followed.
- d. A building permit application for replacement, repair, or restoration authorized by this subsection shall be processed and authorized as Type I review pursuant to Section 10.020.

Applicant Response: According to the Oregon Department of Geology and Mineral Industries Statewide Geohazards Viewer GIS map, AT&T's proposed location for the WCF is within a moderate – possible landslide area. Due to slope, a Grading and Erosion Control Plan has been included in Attachment 8—Zoning Drawings; see Sheets C1.0 and C2.0. Please see attachment 7 - Geologic Hazard Assessment Summary Report.

[The remainder of Section 4.130 has been OMITTED]

III. REVIEW PROCEDURES

Section 6.040: Review Criteria

Any CONDITIONAL USE authorized according to this Article shall be subject to the following criteria, where applicable:

- (1) The use is listed as a CONDITIONAL USE in the underlying zone, or in an applicable overlying zone.

Applicant Response: Pursuant to 3.004(13), Table 1, a transmission tower and is subject to the Conditional Use Criteria in 3.004(8) within the Forest (F) zone.

- (2) The use is consistent with the applicable goals and policies of the Comprehensive Plan.

Applicant Response: The proposed Facility satisfies several of the applicable goals and policies of the Comprehensive Plan. Please see the Applicable Law Section of Attachment 2—Project Narrative for demonstration of AT&T's compliance with this criterion.

(3) The parcel is suitable for the proposed use considering its size, shape, location, topography, existence of improvements and natural features.

Applicant Response: The site proposed meets the requirements set forth by AT&T's RF engineers when determining the appropriate location of the proposed Facility to best meet AT&T's service objectives. As demonstrated in Attachment 4—AT&T Radio Frequency (RF) Justification, the site is located in one of the targeted search rings and meets AT&T's service objectives within the Targeted Service Area. Additionally, the proposed site will require minimal disturbance during construction due to its relatively level topography at the location of the proposed lease area and existing access via a logging road.

(4) The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs or prevents the use of surrounding properties for the permitted uses listed in the underlying zone.

Applicant Response: The proposed Facility is the least intrusive means to meet AT&T's service objective within the Targeted Service Area while maintaining compatibility with surrounding land uses to the greatest extent feasible. The Lease Area will encompass only 2,500 square feet of the 292-acre parent-parcel and will not restrict future development on the parcel. The proposed WCF is an unmanned and passive use with only minimal visual impacts on the surrounding area, which will be mitigated by existing mature trees surrounding the proposed Facility.

(5) The proposed use will not have detrimental effect on existing solar energy systems, wind energy conversion systems or windmills.

Applicant Response: Not applicable. To the best of AT&T's knowledge, there are no existing solar energy systems, wind energy conversion systems or windmills in the immediate area.

(6) The proposed use is timely, considering the adequacy of public facilities and services existing or planned for the area affected by the use.

Applicant Response: As an unmanned wireless facility, the proposed WCF only requires electricity and telecommunications utilities. Adequate capacity for electricity and telecommunications can and will be provided to the subject property. Please see Attachment 9—Zoning Drawings.

Section 10.020: Applications

(1) Applications for Type I, Type II and Type III planning actions may be initiated by the following:

- (a) The owner of the property that is the subject of the application;
- (b) The purchaser of such property who submits a duly executed written contract, or copy thereof, which has been recorded with the Tillamook County Clerk;
- (c) The purchaser of such property who submits a duly executed earnest money agreement stating the land use action proposed;
- (d) A lessee in possession of such property who submits written consent of the owner to make such application;
- (e) The County Board through an adopted Resolution;
- (f) The County Road Department [or Public Works], (when dealing with land involving public works projects);
or

(g) By the representative or agent of any of the above upon submittal of written authorization to make such application.

Applicant Response: Please see Attachment 8—The redacted Ground Lease and Deed which gives permission to Smartlink to submit on the property owner's behalf.

(6) Application forms and checklists. Application forms provided by the County must be used for all applications. The County shall supply application forms pursuant to the standards contained in applicable State laws, Comprehensive Plan policies, and Ordinance provisions. The County shall also supply checklists or information sheets that specify the information that must be contained in the application, including format and number of copies.

(a) Application types. Table 10.1 below provides a list of all application types and their associated review procedure, review authority and appeal authority.

Type I= Ministerial Review Type II= Administrative Review
 Type III= Quasi-judicial Review Type IV= Legislative Review

TABLE 10.1: REVIEW PROCEDURES SUMMARY			
Permit/ Application	Procedure Type	Review Authority	
		Decision	Appeal
Conditional Use Review	Type II	Director	Planning Commission

Applicant Response: The proposed tower requires a conditional use permit per Section 3.004(13) and is therefore subject to a Type II review.

(b) Application submittal requirements. An application shall be considered complete when it is submitted in accordance with the format and upon such forms as may be established by the Director. In addition to required hard copies, all materials must be submitted electronically or in a format that does not exceed 11 inches by 17 inches in size. A complete application is one which contains the information required to address the relevant standards of this ordinance and the applicable standards and requirements of the Comprehensive Plan as specified by this ordinance. At a minimum, a complete application must contain the following items:

i. Application form with applicable signatures.

Applicant Response: Please see Attachment 1—Planning Application form and Attachment 8—redacted Ground Lease and Deed.

ii. Payment of applicable review fees.

Applicant Response: The application was submitted electronically, therefore, all required application fees will be paid once an invoice is received by county staff.

iii. Deed, title or other proof of ownership.

Applicant Response: Please see Attachment 8—Redacted Ground Lease

- iv. Detailed description of all existing and proposed uses and structures, including a summary of all information contained in any site plans. The description may need to include both a written and graphic component such as elevation drawings or 3-D models.

Applicant Response: Please see Attachment 2—Project Narrative and this Attachment 3—Statement of Code Compliance, as well as Attachment 9—Zoning Drawings for a detailed description of the proposed Facility.

- v. Detailed statement that demonstrates how the proposal meets all applicable approval criteria, zoning and land use regulations, and development standards.

Applicant Response: Please see Attachment 2—Project Narrative and this Attachment 3—Statement of Code Compliance.

- vi. Site plan(s), preliminary plat, or final plat as applicable.

Applicant Response: Please see Attachment 9—Zoning Drawings, Sheet A1.0 for demonstration of AT&T's compliance with this requirement.

- vii. Information demonstrating compliance with prior decisions(s) and conditions of approval for the subject site, as applicable.

Applicant Response: Not applicable. To the best of AT&T's knowledge, there are no applicable prior decisions and/or conditions of approval for the subject site.

- viii. Any other items identified on the specific application form or submittal checklist.

Applicant Response: A full list of the attachments to AT&T's application can be found in Attachment 2—Project Narrative.

- ix. Copy of the pre-application summary, if applicable.

Applicant Response: Not applicable.

[The remainder of Section 10.020 (c-f) has been OMITTED]

Applicant Response: Not applicable.

GROUND LEASE
Tillamook County, Oregon

THIS GROUND LEASE (this "Lease"), dated as of April 2nd, 2026 (the "Effective Date"), is entered into by and between Stimson Lumber Company, an Oregon corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

BACKGROUND

Landlord owns that certain real property containing approximately 2,500 square feet described on Exhibit A-1 attached hereto and incorporated herein by this reference, including the air space above such ground space (the "Premises"). As of the Effective Date, Landlord and Tenant desire Tenant to own and operate a wireless communications facility (the "Communication Facility") on the Premises pursuant to and subject to the terms of this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. ***Lease of Premises; Term.***

1.1 ***Lease of Premises.*** Landlord leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (defined below).

1.2 ***Licenses.***

(a) ***Grant of Licenses.*** Tenant, and its affiliates, sublessees, and contractors shall have a non-exclusive license for ingress and egress (the "Access License") to and from the Premises over and across existing roads (the "Access Roads"), on the Landlord's certain real property described on attached Exhibit A-2, attached hereto and incorporated herein by this reference (the "Surrounding Property") and a non-exclusive license to run wires (the "Utilities License" and, together with the Access License, the "Licenses") from the Premises over portions of the Surrounding Property as depicted on Exhibit A-2 (the "Wire Areas" and, together with the Access Roads, the "License Areas"). The Licenses shall have the same term as this Lease and shall not be cancelled or terminated, except as specifically set forth in this Lease; provided that the Access License shall have an additional forty-five (45) days after the expiration or earlier termination of the Lease, which additional period shall be solely for the purpose of removing the Communication Facility from the Premises in accordance with Section 10.5 below.

1.3 ***Term.*** Subject to Section 1.4 below, the "Term" shall commence on the date that Tenant commences construction of the Communication Facility on the Premises (the "Rent Commencement Date") and shall expire on the fifth anniversary of the Rent Commencement Date plus such additional days as may be required to cause this Lease to expire on the final day of the calendar month, unless extended pursuant to this

1.4 ***Delay in Rent Commencement Date.*** If Tenant does not commence construction of the Communication Facility within twenty-four (24) months after the Effective Date (the “**Rent Commencement Deadline**”), the Rent Commencement Deadline shall be the Rent Commencement Date; *provided, however*, that Landlord may elect to terminate this Lease at any time before the earlier of (a) 6 months following the Rent Commencement Deadline or (b) commencement of construction. For the avoidance of doubt, in the event Landlord terminates this Lease pursuant to this Section 1.4, Tenant shall remain obligated to pay Base Rent to Landlord for the period from the Rent Commencement Deadline through the date of such termination.

2.

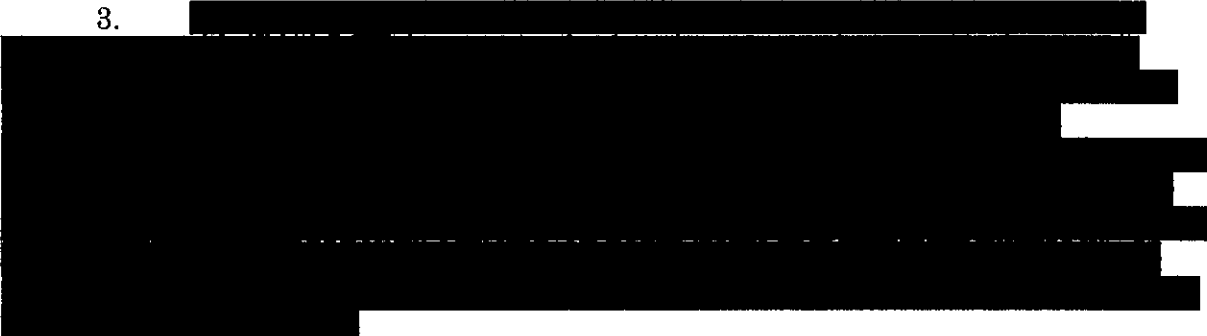
Tenant shall maintain books and records showing its revenue in accordance with sound accounting and management practices, consistently applied. Landlord shall have the right at any time during this Lease to audit or examine Tenant's books and records. If such audit or examination discloses that Tenant has underpaid the Revenue Share, Tenant shall pay Landlord such underpayment and the cost of Landlord's audit or examination with its payment of Base Rent next due, or within thirty (30) days after completion of such audit or examination if the Term has already expired.

2.5



2.6 All charges payable under this Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to the monthly Base Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.

3.



4. **Property Taxes; Utilities.** Tenant shall pay all real property tax increases that are a direct result of its improvements to the Premises (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Premises by or for the benefit of Tenant) during the Term. If such taxes are not separately assessed, Landlord shall reasonably determine Tenant's proportionate share of the real property tax increase and shall provide Tenant a statement of all real property taxes payable by Tenant no later than three hundred sixty-five (365) days after the date Landlord is assessed; Tenant shall reimburse Landlord for the amount of such tax payment that Landlord pays to the applicable taxing authority within thirty (30) days after receipt of Landlord's written statement that it has paid such taxes in full. Tenant shall also pay all personal property taxes related to the Communication Facility directly to the taxing authority and all utility charges related to Tenant's use directly to the utility provider. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital

stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

5. ***Insurance Policies.*** Tenant shall maintain in effect insurance in the amounts shown on Exhibit C, attached hereto and incorporated herein by this reference, including commercial general liability insurance covering the Premises and Tenant's operations thereon with a financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person and consequential damages arising therefrom, and commercial property damage. Tenant's insurance policies shall provide a waiver of subrogation or consent to a waiver of right to recovery and the insurance company will not make any claim or seek recovery from Landlord for any loss or damage. Tenant's liability insurance policy shall include Landlord as an additional named insured by endorsement as respects to this Agreement and Tenant will provide 30 days advanced notice to Landlord of cancellation of required coverage that is not replaced.

6. ***Use of Premises.***

6.1 ***Permitted Uses.*** Tenant may use the Premises for the operation of the Communication Facility including but not limited to the construction, operation, maintenance, repair, removal and upgrade thereof and for no other unrelated purposes. Tenant shall not cause or permit the Premises to be used in any way which constitutes a violation of any Applicable Law (defined below). Tenant shall obtain and pay for all permits required for Tenant's occupancy of the Premises, all costs of locating, obtaining all necessary permits, licenses and approvals, installing, surveying, maintaining, operating, repairing, and laying any utility facilities, and any and all other costs and expenses associated with the use of the Premises or the License Areas and shall promptly take all actions necessary to comply with all Applicable Law regulating the use by Tenant of the Premises, the License Areas and Surrounding Property.

6.2 ***Use of License Areas.*** Tenant, its affiliates, sublessees, and contractors shall use the Access License for the purpose of providing Tenant with access from a public right-of-way to and from the Communication Facility and the Utilities License to bring utilities over, across and under the Wire Areas, including the right to construct, reconstruct and maintain (place, operate, inspect, repair and remove) such aerial and underground utility facilities as Tenant may from time to time require to construct and serve the Communication Facility consisting of poles, anchors, guys, cables, wires, cross arms, braces, conduits, pipes, service boxes, manholes, power supply, electrical conductors, meters, above-ground marker posts, risers, service pedestals, underground and aboveground switches, fuses, terminals and transformers with associated concrete pads, and necessary utility fixtures and appurtenances and for no other purposes. Tenant's use of the License Areas shall not interfere unreasonably with or disrupt Landlord's timber practices and harvests. Any underground utility lines shall be buried at least three (3) feet below the surface of the ground and not in any roadbed, except to cross a road. The buried line shall not be located in or below a ditch line except to cross another ditch. It shall not be located on top of any culverts. Any buried line shall be marked at its beginning, end, any turning points, and approximately every one hundred (100) feet on center.

6.3 **Timber.** Landlord reserves to itself all timber now on or hereafter growing on the Premises, the Surrounding Property and the License Areas. Tenant shall cut no timber or reproduction from the Premises, Surrounding Property, or License Areas without the prior written permission from Landlord. Timber cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Landlord and decked next to the Access Roads for disposal by Landlord.

6.4 **Fire Control.** Tenant shall not set or permit the setting of fires on the Premises, Surrounding Property, or any adjoining lands owned or controlled by Landlord. If Tenant sets fire or permits fires prohibited by this paragraph, Tenant shall be responsible therefore as if Tenant were the owner of the land on which the fire was set, and shall pay and indemnify, defend, and hold Landlord and its shareholders, officers, directors, and agents harmless from and against all claims, liabilities, losses, damages, costs or expenses in connection with a third party claim, including reasonable attorney fees, arising out of or in connection with the fire and any spreading therefrom to said adjoining lands.

6.5 **Compliance with Laws; Hazardous Materials.** Grantee shall strictly comply with all applicable state, federal, or local laws, statutes, ordinances, rules, regulations, or orders now in effect or hereafter enacted ("**Applicable Law**") relating to all activities contemplated under this Lease. Tenant hereby releases and shall indemnify, defend, and hold Landlord and its shareholders, officers, directors, and agents harmless from all costs, losses, liabilities, obligations and claims, known and unknown, that may arise in the future based in whole or in part upon (a) Tenant's or its affiliates', sublessees', contractors', licensees', or invitees' failure to comply with Applicable Law, or (b) Tenant's or its affiliates', sublessees', contractors', licensees', or invitees' release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Premises, Surrounding Property, or any adjoining lands owned or controlled by Landlord, or into any groundwater before, during, or after the Term. As used herein, the terms "hazardous substance" and "release" have the meanings specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**"), as it may be amended from time to time, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), as it may be amended from time to time. If either CERCLA or RCRA is amended after the beginning of the Term to broaden the meaning of any term defined thereby, the broader meaning shall apply to this Lease. Moreover, to the extent that Applicable Law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. Without limiting the foregoing, Grantee shall comply strictly with all present and future laws, rules and regulations of the State of Oregon, or any other governmental body having jurisdiction in the matter, with respect to building codes, forest practices and the prevention and assessment of fires and possession and maintenance of firefighting tools and equipment, the control and/or elimination of noxious weeds, and, in any and all events, it will conduct its operations in a careful and prudent manner.

7. **Indemnity.** Tenant shall indemnify, defend and hold Landlord and its shareholders, officers, directors, and agents harmless from and against all claims, liabilities, losses, damages, costs or expenses in connection with a third party claim, including reasonable attorney fees and court costs, arising out of or in connection with the

use of the Premises by Tenant or its affiliates, sublessees, contractors, licensees, or invitees, except to the extent attributable to the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from and only to the extent caused by the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors and related to this Lease. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, NEITHER TENANT NOR LANDLORD SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

8. ***Landlord's Access.*** Landlord or its agents may enter the Premises on reasonable notice to Tenant at all reasonable times to show the Premises to potential buyers, investors or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all Applicable Laws; or for any other purpose Landlord deems necessary. Notwithstanding the foregoing, in case of an emergency, Landlord may enter the Premises with no prior notice to Tenant, but shall notify Tenant as soon as practicable after any such entry.

9. ***UAS Access.*** If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the Access Roads, the Wire Areas and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS, provided that all activities are conducted in accordance with Applicable Law.

10. ***Condition of Premises; Maintenance, Repairs and Alterations.***

10.1 ***Existing Conditions.*** Landlord makes no representations or warranties to Tenant or any person as to the safety, suitability, conditions, qualities or characteristics of the Premises. Tenant accepts the Premises and the License Areas pursuant to this Lease, AS IS, with all faults, known or unknown, and subject to all matters of public record.

10.2 ***Landlord's Obligations.*** Landlord shall have absolutely no responsibility to repair, maintain or replace any portion of the Premises at any time. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Premises at Landlord's expense or to terminate this Lease due to the condition of the Premises.

10.3 ***Tenant's Obligations.***

(a) ***Generally.*** Except as provided in Section 11, Tenant shall keep all portions of the Premises, and those License Areas to the extent Tenant uses them, in good order, condition and repair at all times (including replacement, if necessary) at Tenant's sole expense. It is the intention of Landlord and Tenant that at all times Tenant

shall maintain the portions of the Premises, and those License Areas to the extent Tenant uses them, in good condition, reasonable wear and tear and damage from the elements excepted.

(b) **Road Maintenance.** Road maintenance on the Premises, License Areas or Surrounding Property shall be performed in accordance with the standards described in Exhibit D, attached hereto and incorporated herein by this reference, and shall be allocated based on the parties' respective uses of the roads. During periods when the roads, or a portion thereof, are being used solely and exclusively by one party, such party shall be responsible to perform any necessary maintenance work for that portion of the road. During periods when more than one party, including third-parties, use the roads, or a portion thereof, each user's share of maintenance and resurfacing shall be pro-rated in proportion to its use thereof. Tenant's payments for routine maintenance shall not exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) per year. If damage to the road occurs in excess of that which it would cause through normal and prudent usage of said road, the damaging party shall repair the damage at its sole cost and expense. Tenant may maintain or repair damage to the roadway only in accordance with plans and specifications submitted to and approved in advance by Landlord. Due to the nature of the road system, dry or frozen conditions are optimal for access and damage is likely to occur in other conditions.

10.4 **Other Improvements.** At its sole expense, Tenant may construct improvements necessary for Tenant's operations other than roads on, in, or under the Premises in accordance with plans and specifications submitted to and approved in advance by Landlord. Landlord's approval shall not be unreasonably withheld, conditioned or delayed, and Landlord will respond to Tenant's request within thirty (30) days of Tenant's submission or the plans will be deemed approved. Any improvements other than roads on, in, or under the Premises shall be constructed in accordance with the approved plans and specifications, in a good and workmanlike manner, promptly completed lien-free, and made in compliance with Applicable Law. Tenant shall, at its sole expense, maintain all improvements constructed on, in, or under the Premises by or at the direction of Tenant during the Term.

10.5 **Condition upon Termination.** Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, remove all improvements and structures placed on or in the Premises, and restore the Premises to three (3) feet below the ground to the same or better condition as the commencement of this Lease, all at Tenant's expense, provided further that Tenant disconnect power to all underground utility lines remaining on the Premises.

10.6 **Interference.**

(a) Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Premises or the Surrounding Property that Tenant has knowledge of, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant shall promptly notify Landlord in writing of the radio frequencies Tenant uses on the Premises ("**Tenant's Frequencies**"). Stimson is

aware of the following frequencies in use in the Surrounding Property, but makes no representation or warranty regarding the completeness of the below list:

Radio Channels for Hand Helds

Ch	System/Cache	Freq	RX Freq.	TX Freq.	Tone
1	SLC Rep		451.5	456.5	146.2
2	SLC Dir	451.5			146.2
3	Wilbur Ellis 1	463.2			103.5
4	Wilbur Ellis 2	463.9			114.8
5	Wilbur Ellis 3	457.2			114.8
6	Wilbur Ellis 4	457.275			114.8
7	Applebee Aviation	154.8			N/A
8	Red Net	151.34			156.7
9	White Net	151.31			156.7
10	South Saddle		151.19	159.4425	146.2
11	Blue Net	159.2625			156.7
12	AOL 1-2		451.575	456.575	167.9
13	AOL 2-5		451.175	456.175	146.2
14	AOL 3-5	456.625			146.2

(b) Landlord will not grant a lease, license or any other right to any third party, if the exercise of such grant may in any way materially and adversely affect or interfere with Tenant's Frequencies. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Surrounding Property.

(c) Landlord will not, nor will Landlord permit its employees, contractors, agents or other tenants to materially and adversely interfere with Tenant's Communication Facility, use of the Premises and operations thereon, including transmission and reception of Tenant's Frequencies. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Premises or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility; provided, however, that any timber grown by Landlord on the Surrounding Property shall not be deemed an interference.

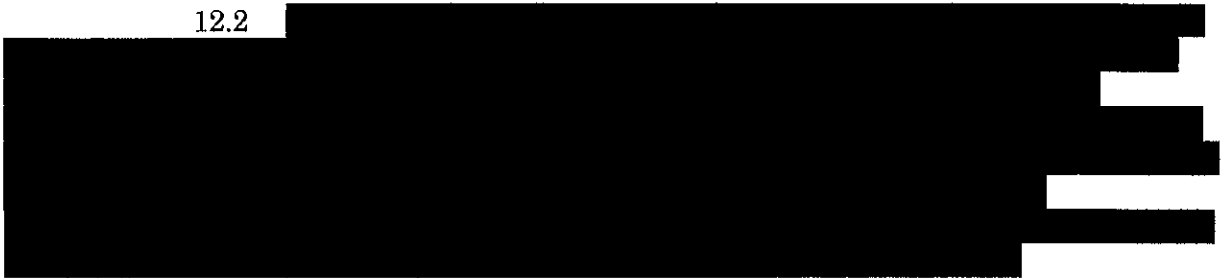
11. **Condemnation.** If all or any portion of the Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "**Condemnation**"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. In the case of a Condemnation, either Landlord or Tenant may terminate this Lease as of the date

condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Premises not taken. Landlord shall be the primary claimant and entitled to all the proceeds of Condemnation pertaining to the Premises, and Tenant shall be entitled to all of the proceeds of the Condemnation pertaining to Tenant's improvements and business located on the Premises.

12. Assignment and Subletting.

12.1 Landlord's Consent Required. Subject to Section 12.2, Tenant may not assign its interest in this Lease or the Licenses without Landlord's prior written consent, whether by sale, assignment, mortgage, sublease transfer, operation of law or act of Tenant; provided, however, that Landlord shall not unreasonably withhold, condition, or delay its consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. Consent to one transfer is not consent to any subsequent transfer. If Landlord terminates the transferee's right to possession, New Cingular Wireless PCS, LLC may remedy the transferee's defaults and resume possession of the Premises within ten (10) days after such termination.

12.2



12.3 Upon notification to Landlord of an assignment, transfer or sale permitted herein, the assignor will be relieved of all future performance, liabilities and obligations under this Lease.

12.4 New Cingular Wireless PCS, LLC, shall be considered the anchor tenant ("Anchor Tenant"). Following a permitted assignment of all of the Anchor Tenant's interest in this Lease, the Anchor Tenant will not be considered or interpreted to be a sublessee, subtenant or collocator under this Lease, and notwithstanding anything in this Lease to the contrary, no Revenue Share shall be payable to the Landlord for the Anchor Tenant's use of the Communication Facility, Premises and Licenses.

13. Defaults; Remedies.

13.1 Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

13.2 Defaults. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Premises or if Tenant's vacation of the Premises results in the cancellation of any insurance described in Section 4;

(b) If Tenant fails to pay Landlord any charge within thirty (30) days after receipt of written notice from Landlord that such amount is past due;

(c) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided, however, that if such nonperformance reasonably requires more than thirty (30) days to cure, Tenant shall not be in default if such cure is diligently pursued to completion.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors, excluding any assignment permitted in Section 12 of this Lease; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; or (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or if Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure, which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section 13.2(d) is not a default under this Lease and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease. For clarity, the terms of this Section 13.2(d) do not apply to any assignment or sublease made by Tenant in compliance with the terms of Section 12 of this Lease.

13.3 Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover payments from Tenant as they become due.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the Oregon.

13.4 Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

14. ***Protection of Lenders.***

14.1 ***Subordination.*** Landlord shall have the right to subordinate this Lease to any deed of trust or mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall reasonably cooperate with Landlord and any lender which is acquiring a security interest in the Premises or this Lease. Tenant shall execute such further documents and assurances as such lender may reasonably require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material) and Tenant shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any beneficiary or mortgagee elects to have this Lease prior to the lien of its deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such deed of trust or mortgage or the date of recording thereof, subject to the lender or beneficiary entering into a mutually acceptable non-disturbance agreement with Tenant, which Tenant shall sign so long as such agreement is commercially reasonable.

14.2 ***Attornment.*** If Landlord's interest in the Premises is acquired by any beneficiary under a deed of trust, mortgagee or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

14.3 ***Signing of Documents.*** Tenant shall sign and deliver any instruments or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so, subject to such agreement including non-disturbance terms that are commercially reasonable.

14.4 ***Estoppel Certificates.***

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in the form reasonably requested by Landlord.

(b) If Tenant does not deliver such estoppel certificate to Landlord within twenty (20) business days after Landlord's request, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) Tenant has made no payments more than one month in advance; and (iv) that Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

15. ***Legal Costs.*** If any action for breach of or to enforce the provisions of this Lease is commenced, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney fees and costs incurred in such action, at trial or

on any appeal. Tenant shall also indemnify, defend and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action. Tenant shall pay Landlord's reasonable attorney fees incurred in connection with Tenant's request for Landlord's consent under Section 12, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent. Notwithstanding anything in this Lease to the contrary, under no circumstances shall Tenant be obligated to indemnify, defend or hold Landlord harmless from, or release Landlord from any liability arising from, any claims or actions to the extent attributable to the negligence or willful misconduct of Landlord, its employees, invitees, agents or independent contractors.

16. *Miscellaneous Provisions.*

16.1 *Landlord's Liability; Certain Duties.*

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises or the leasehold estate at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers all of its title or interest in the Premises and Surrounding Property is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Landlord shall not be in default under this Lease unless Landlord fails to cure such nonperformance within thirty (30) days after receipt of Tenant's notice of default. However, if such nonperformance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such 30-day period and thereafter diligently pursued to completion. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available at law and equity.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Premises and Landlord's shareholders, directors, officers or other principals shall have no personal liability under this Lease.

16.2 *Severability.* The determination that any provision of this Lease is invalid or unenforceable will not affect the validity or enforceability of the remaining

provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

16.3 Interpretation. The captions of the sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms of provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises or Surrounding Property with Tenant's expressed or implied permission. No rule of interpretation which construes ambiguities against a party drafting a document shall apply to the interpretation of this Lease.

16.4 Incorporation of Prior Agreements; Modifications. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

16.5 Notices. All notices required or permitted under this Lease shall be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Tenant:

To Tenant's Lease Administration Department
by email at NoticeIntake@att.com with the
"FA# 14641502, Cell Site # CT14, and Cell Site
Name Oceanside (OR)" in the email subject
line; and

With a required copy of all default notices to:

New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
RE: Cell Site: CT14; Oceanside (OR)
Fixed Asset#: 14641502
208 S Akard Street
Dallas, TX 75202-4206

To Landlord:

Stimson Lumber Company
Attn: Director - Western Resources
9400 SW Barnes Rd Suite 530,
Portland, OR 97225

With a copy to:

Tonkon Torp LLP
Attn: Rachel Atchison
888 SW Fifth Avenue, Suite 1600
Portland, OR 97204

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

16.6 **Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of payment shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

16.7 **No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord, but it is mutually agreed that a Memorandum of Ground Lease in the form of the document on Exhibit E will be recorded at Tenant's sole cost and expense. Concurrently with execution of the Memorandum of Ground Lease, Landlord and Tenant shall execute a Termination of Memorandum of Ground Lease in the form of the document on Exhibit F, which Termination Landlord is authorized to record without further need for approval upon termination of this Lease.

16.8 **No Public Dedication.** Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the License Areas, the Surrounding Property or the Premises to the public or for any public purpose whatsoever.

16.9 **Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to conflicts of law provisions of any jurisdiction.

16.10 **Jury Waiver.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

16.11 **Corporate Authority.** Each person signing this Lease on behalf of Landlord or Tenant represents and warrants that they have full authority to do so and that this Lease binds the party they are signing on behalf of.

16.12 **Force Majeure.** If either party cannot perform any of its obligations due to events beyond the party's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events; provided, however, that monetary obligations under this Lease shall not be delayed or excused. Events beyond a party's control include, but are not limited to, pandemics, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

16.13 **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed

to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

16.14 **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease. All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

16.15 **No Brokers.** Landlord and Tenant each warrant that they have dealt with no real estate brokers in connection with this transaction.

16.16 **W-9.** As a condition precedent to any payments due under this Lease, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

16.17 **Waiver of Landlord's Liens.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

16.18 **Tenant's Personal Property.** The Communication Facility shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

16.19 **Landlord Warranties.** Landlord represents, warrants and agrees that: (i) Landlord solely owns the Premises and Surrounding Property as legal lots in fee simple, or controls the Premises and Surround Property by lease or license; (ii) intentionally deleted; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Lease without hindrance or ejection by any persons lawfully claiming under Landlord; and (iv) to Landlord's actual knowledge, as of the Effective Date, Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the date first set forth above.

LANDLORD:

STIMSON LUMBER COMPANY,
an Oregon corporation

By: Bernard P. McNamee

Name: Bernard P. McNamee

Title: CFO

Date: 4/2/2026

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Wayne Wooten

Name: Wayne Wooten

Title: Director

Date: 3-9-26

Exhibit A-1

Premises

Legal Description of the Real Property on which the Premises is located:

LESSOR'S LEGAL DESCRIPTION

PARCEL 7:

SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST: THE EAST HALF; THE EAST HALF OF THE WEST HALF; GOVERNMENT LOT 2 LYING EASTERLY OF THE OCEANSIDE BAYOCEAN ROAD; AND THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY, OREGON, LYING EASTERLY OF OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT DATED MARCH 31, 1947, RECORDED JULY 31, 1947 IN BOOK 107, PAGE 263, TILLAMOOK COUNTY RECORDS.

ALSO EXCEPTING THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 AS DESCRIBED IN INSTRUMENTS RECORDED NOVEMBER 02, 1947 IN BOOK 109, PAGE 381; AUGUST 14, 1948 IN BOOK 114, PAGE 289; SEPTEMBER 16, 1948 IN BOOK 115, PAGE 60; FEBRUARY 28, 1950 IN BOOK 121, PAGE 569; AND ALSO OCTOBER 21, 1955 IN BOOK 150, PAGE 134.

ALSO EXCEPTING THAT PORTION LYING WESTERLY OF THE COUNTY ROAD.

PARCEL 12:

SECTION 24, TOWNSHIP 1 SOUTH, RANGE 11 WEST: THAT PORTION OF GOVERNMENT LOTS 2 AND 3 AS DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY RECORDS, LYING EAST OF THE OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION THEREOF CONVEYED BY CROWN ZELLERBACH CORPORATION TO ORIN W. ROSENBERG, ET UX BY INSTRUMENT DATED JULY 10, 1979.

ALL BEING IN TOWNSHIP 1 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, IN TILLAMOOK COUNTY, OREGON.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH A REBAR WITH CAP "DON MARX 332", BEARS NORTH 82°16'17" WEST, 1779.61 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 14°13'27" WEST, 1068.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, 50.00 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET (0.057 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, BEING A STRIP OF LAND 5.00 FEET WIDE, LYING 2.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A BRASS CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH A REBAR WITH CAP "DON MARX 332", BEARS NORTH 82°16'17" WEST, 1779.61 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 14°13'27" WEST, 1068.77 FEET; THENCE NORTH 90°00'00" WEST, 4.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 76.49 FEET; THENCE SOUTH 79°37'21" WEST, 57.97 FEET; THENCE SOUTH 50°13'37" WEST, 124.07 FEET; THENCE SOUTH 26°24'49" WEST, 87.77 FEET; THENCE SOUTH 08°27'43" WEST, 116.63 FEET; THENCE SOUTH 46°28'37" WEST, 55.01 FEET; THENCE SOUTH 74°52'28" WEST, 49.56 FEET; THENCE NORTH 79°01'27" WEST, 45.99 FEET; THENCE NORTH 58°18'47" WEST, 72.07 FEET; THENCE NORTH 37°51'32" WEST, 81.37 FEET; THENCE NORTH 25°06'26" WEST, 167.35 FEET; THENCE SOUTH 61°16'02" WEST, 729.38 FEET; THENCE NORTH 86°22'15" WEST, 189.44 FEET; THENCE SOUTH 61°46'02" WEST, 271.44 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF CAPE MEARES LOOP AND THE POINT OF TERMINUS

THE SIDELINES OF SAID STRIP OF LAND ARE TO INTERSECT AT ALL ANGLE POINTS TO PROVIDE THE SPECIFIED WIDTH THROUGHOUT SO AS TO NOT CAUSE ANY GAPS OR OVERLAPS IN SAID EASEMENT AND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID NORTHEAST LINE OF CAPE MEARES LOOP.

ACCESS NOTE

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

The Premises are described and/or depicted as follows:



The Premises are described and/or depicted as follows:



Surrounding Property and License Areas

GROUND LEASE
EXHIBIT A

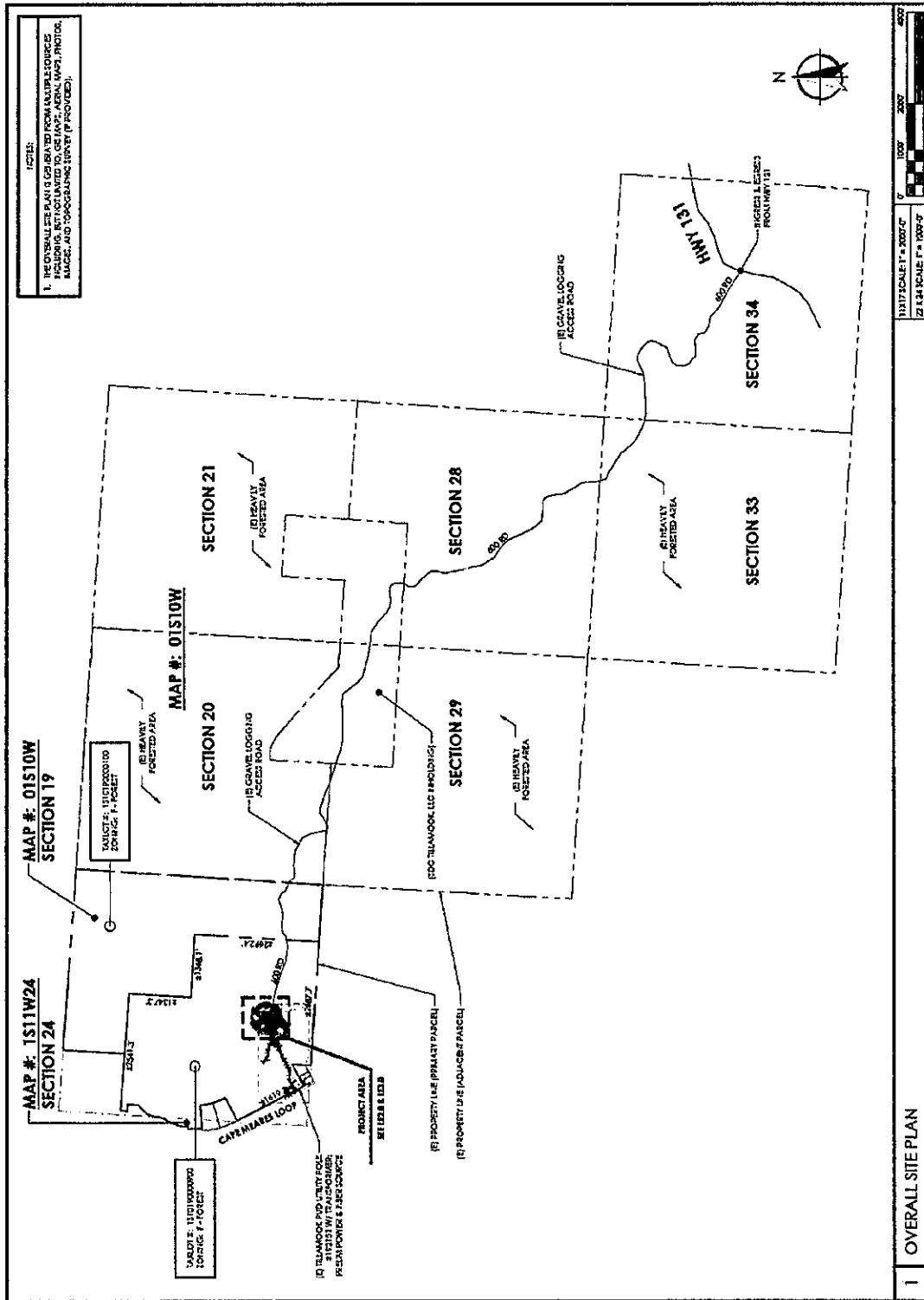


Exhibit B

Rent Commencement Date Certificate

This Rent Commencement Date Certificate is executed as of this _____ day of _____, 202__ ("**Certificate Date**") with reference to that certain Ground Lease dated _____, 20__ (the "**Lease**") by and between Stimson Lumber Company, an Oregon corporation ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant hereby affirm and acknowledge the following information as true and correct:

1. The Rent Commencement Date is: _____, 202__.
2. The expiration date of the Lease, unless extended pursuant to Section 1 of the Lease is: _____, 202__.

IN WITNESS WHEREOF, the parties have executed this Rent Commencement Date Certificate as of the Certificate Date.

LANDLORD:

Stimson Lumber Company,
an Oregon corporation

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit C

Accepted Insurance Levels

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit D

Road Maintenance Standards for Equipment Operators

The first and most important task undertaking road maintenance is providing for the control of water and sediment delivery so that it does not move from road prisms into live water. Creating a smooth, drivable road surface is secondary.

A. Live Stream Crossing Areas

1. Do not sidecast any material inside or outside the roadbed generally within 100 feet of the culvert. Carry any working material on the roadbed to a point outside of this zone.
2. Install a waterbar or drivable dip approximately 75 feet (where there is at least 50 feet of forest floor to the stream) upgrade from the culvert.
3. Clean any existing ditches only as necessary from the waterbar or drivable dip to the culvert.
4. Clean any material from the culvert inlet or outlet with machinery or by shovel.

B. Non-Stream Areas

1. Clean ditches when there is a potential now, or within the next two years of it filling to the point of not carrying heavy run off water. Carry the rocks, brush, grass, etc. across the road and sidecast (not within 100' of streams).
2. Blade the surface, generally 3 passes, attempting to cut the road material to the bottom of the washboard and potholes to prolong their reappearance. Do not sidecast fines. Pull in fines from both sides of the roadbed to cover rocks and crown the road. Do not leave berms on the outside of the roadbed unless you need to carry water further down the road to avoid erosion on unstable road fills or sediment delivery into water.
3. Undercutting the toe of cut banks is prohibited. The only exception is when the road has become less than 13 feet wide and will not pass equipment. Needed fill material can usually be brought up from the shoulder and pulled in.
4. Do not flat blade roadbeds and continually move material to the outer edge year after year. Create crowned and outsloped roadbeds and minimize road width by pulling up material on the shoulder of the fill slope to achieve these conditions.
5. "Read" the erosion patterns on the road surface to gain clues on where to lead water off the road naturally with gentle outsloped dips and how frequently they need to be installed.
6. On mainlines where log haul traffic is frequent, clean out existing drivable dips. Be diligent in cleaning the outlets especially deep just outside the outer wheeltrack to prolong sediment backfilling of the dip. If dips are spaced too far apart, install additional ones as necessary with a grader. 300-500 feet is a general guideline on spacing depending on surface

material and road grade. Be especially diligent to install dips approximately 75 feet above live stream crossings and above and below log landings.

7. On spur roads that will receive little or no traffic, perform blade surface rutting as necessary; avoid disturbing revegetated sections where feasible. Install 1½ to 2 feet deep waterbars as per the guidelines in #4 above except the spacing will be closer--100-250 feet.

8. All disturbed native soils must receive grass seed and fertilizer.

Exhibit E

Memorandum of Ground Lease

[Attached]

AFTER RECORDING, RETURN TO:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into on this 2nd day of April, 2026, by and between Stimson Lumber Company, an Oregon corporation, having its principal office at 9400 SW Barnes Rd, Suite 530, Portland, OR 97225 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Ground Lease ("**Agreement**") on the 2nd day of April, 2026, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the date Tenant commences construction of its Communication Facility on the Premises, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant are described in **Exhibit 1** annexed hereto.
4. Certain access and utilities licenses granted to Tenant under the Agreement are described in **Exhibit 2** annexed hereto.
5. This Memorandum of Ground Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Ground Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the day and year first above written.

LANDLORD:

Stimson Lumber Company,
an Oregon corporation

By: Bernard P. McNamee
Name: Bernard P. McNamee
Title: CFO

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

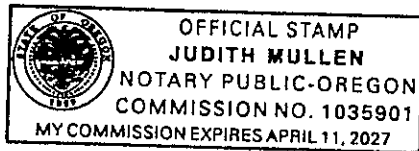
By: Wayne Wooten
Name: Wayne Wooten
Title: Director

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

On the 1st day of March, 2024, before me personally appeared Wayne Wooten, and acknowledged under oath that he/she is the Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

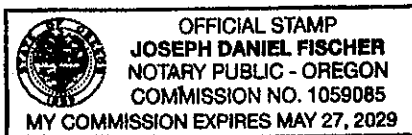


Judith Mullen
Notary Public: Judith Mullen
My Commission Expires: 4/11/2027

LANDLORD ACKNOWLEDGMENT

STATE OF Oregon)
) ss:
COUNTY OF Washington)

On the 2nd day of April, 2026 before me, personally appeared Bernard McNamée, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Joseph Daniel Fischer
Notary Public: Joseph Daniel Fischer
My Commission Expires: 5/27/2029

EXHIBIT 1 TO MEMORANDUM OF GROUND LEASE

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 3

to the Memorandum of Ground Lease dated 2nd day of April, 2026, by and between Stimson Lumber Company, an Oregon corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

LESSOR'S LEGAL DESCRIPTION

PARCEL 7:

SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST; THE EAST HALF; THE EAST HALF OF THE WEST HALF; GOVERNMENT LOT 2 LYING EASTERLY OF THE OCEANSIDE BAYOCEAN ROAD; AND THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY, OREGON, LYING EASTERLY OF OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT DATED MARCH 31, 1947, RECORDED JULY 31, 1947 IN BOOK 107, PAGE 263, TILLAMOOK COUNTY RECORDS.

ALSO EXCEPTING THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 AS DESCRIBED IN INSTRUMENTS RECORDED NOVEMBER 02, 1947 IN BOOK 109, PAGE 381; AUGUST 14, 1948 IN BOOK 114, PAGE 289; SEPTEMBER 16, 1948 IN BOOK 115, PAGE 60; FEBRUARY 28, 1950 IN BOOK 121, PAGE 569; AND ALSO OCTOBER 21, 1955 IN BOOK 150, PAGE 134.

ALSO EXCEPTING THAT PORTION LYING WESTERLY OF THE COUNTY ROAD.

PARCEL 12:

SECTION 24, TOWNSHIP 1 SOUTH, RANGE 11 WEST; THAT PORTION OF GOVERNMENT LOTS 2 AND 3 AS DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY RECORDS, LYING EAST OF THE OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION THEREOF CONVEYED BY CROWN ZELLERBACH CORPORATION TO ORIN W. ROSENBERG, ET UX BY INSTRUMENT DATED JULY 10, 1979.

ALL BEING IN TOWNSHIP 1 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, IN TILLAMOOK COUNTY, OREGON.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH A REBAR WITH CAP "DON MARX 332", BEARS NORTH 82°16'17" WEST, 1779.61 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 14°13'27" WEST, 1068.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, 50.00 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET (0.057 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, BEING A STRIP OF LAND 5.00 FEET WIDE, LYING 2.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A BRASS CAP AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH A REBAR WITH CAP "DON MARX 332", BEARS NORTH 82°16'17" WEST, 1779.61 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 14°13'27" WEST, 1068.77 FEET; THENCE NORTH 90°00'00" WEST, 4.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 76.49 FEET; THENCE SOUTH 79°37'21" WEST, 57.97 FEET; THENCE SOUTH 50°13'37" WEST, 124.07 FEET; THENCE SOUTH 26°24'49" WEST, 87.77 FEET; THENCE SOUTH 08°27'43" WEST, 116.63 FEET; THENCE SOUTH 46°28'37" WEST, 55.01 FEET; THENCE SOUTH 74°52'28" WEST, 49.56 FEET; THENCE NORTH 79°01'27" WEST, 45.99 FEET; THENCE NORTH 58°18'47" WEST, 72.07 FEET; THENCE NORTH 37°51'32" WEST, 81.37 FEET; THENCE NORTH 25°06'26" WEST, 167.35 FEET; THENCE SOUTH 61°46'02" WEST, 729.38 FEET; THENCE NORTH 86°22'15" WEST, 189.44 FEET; THENCE SOUTH 61°46'02" WEST, 271.44 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF CAPE MEARES LOOP AND THE POINT OF TERMINUS

THE SIDELINES OF SAID STRIP OF LAND ARE TO INTERSECT AT ALL ANGLE POINTS TO PROVIDE THE SPECIFIED WIDTH THROUGHOUT SO AS TO NOT CAUSE ANY CAPS OR OVERLAPS IN SAID EASEMENT AND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID NORTHEAST LINE OF CAPE MEARES LOOP.

ACCESS NOTE

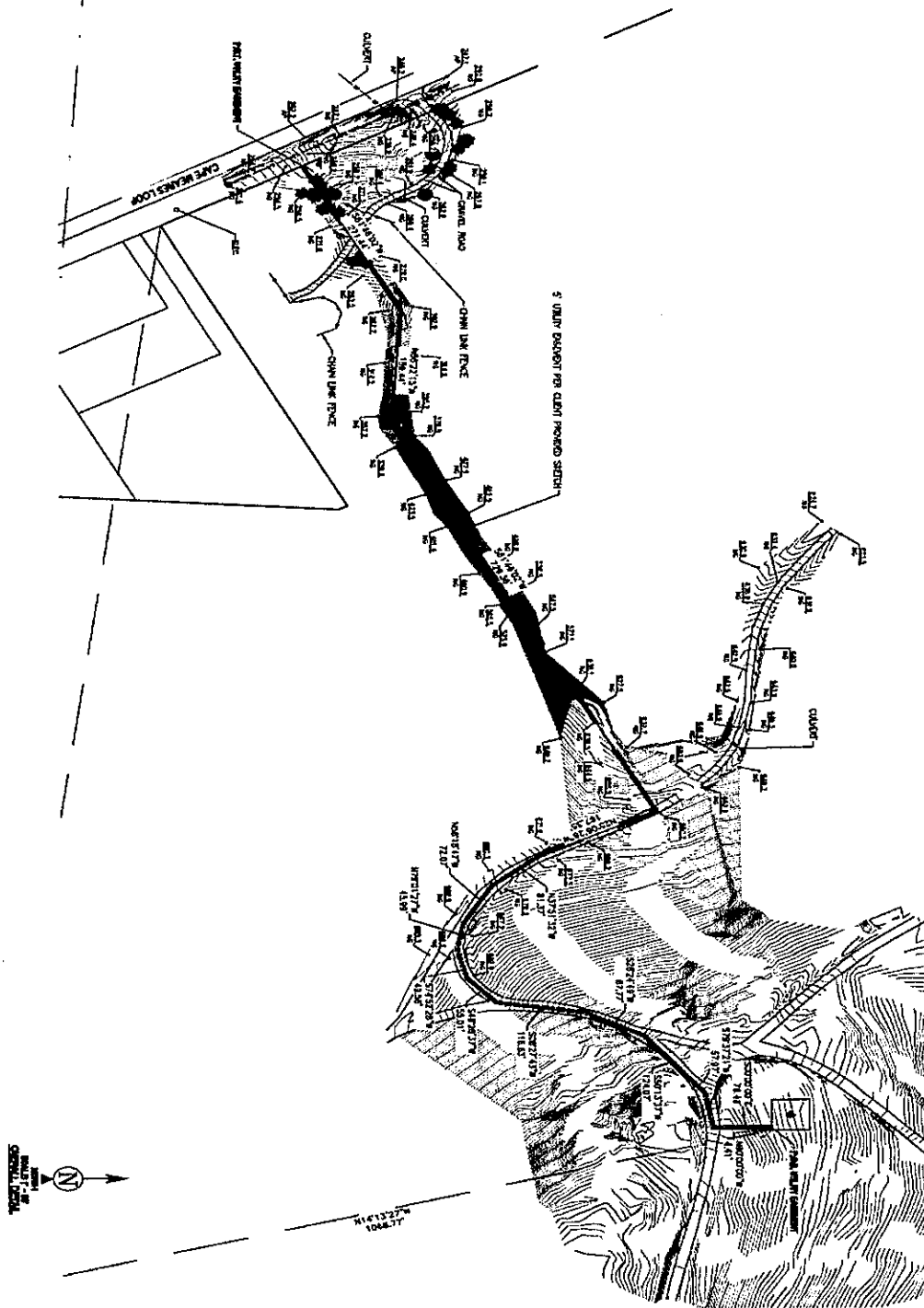
RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

GROUND LEASE
EXHIBIT E

EXHIBIT 1 TO MEMORANDUM OF GROUND LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 3

The Premises are described and/or depicted as follows:



Tillamook County, Oregon 2006-006098
07/14/2006 01:52:33 PM
DEED-DWARR
\$85.00 \$11.00 \$10.00 - Total = \$86.00



00048311200600000980130134
I hereby certify that the within
instrument was received for record and
recorded in the County of Tillamook,
State of Oregon.

Tassi O'Neill, Tillamook County Clerk



AFTER RECORDING RETURN TO:

Tonkon Torp LLP
Attn: David Petersen
888 SW 5th Ave, Suite 1600
Portland, OR 97204-2099

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

Stimson Lumber Company

520 SW Yamhill, Suite 700 _____
Portland, OR 97204-1330 _____

STATUTORY SPECIAL WARRANTY DEED

Fund 7 Domestic, LLC, a Delaware limited liability company ("Grantor"), conveys and specially warrants to **Stimson Lumber Company**, an Oregon corporation ("Grantee"), the real property in Tillamook County, Oregon, more specifically described on the attached Exhibit A together with any and all improvements located thereon, all standing and down timber located thereon, all easements, rights of way and access rights, all water rights, all mineral rights and all other rights of every nature appurtenant to such real property (the "Property"), free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

The true consideration for this conveyance is \$10,835,000.

This conveyance is made by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

DATED this 10th day of July, 2006.

Fund 7 Domestic, LLC

By: Renewable Resources, LLC,
a Massachusetts limited liability company, its
manager

By: Eva Greger
Name: Eva Greger
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

On this 10th day of July, 2006, before me Adam Dworkin, a Notary Public of said State, personally appeared Eva Greger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Managing Director of Renewable Resources, LLC, the manager of Fund 7 Domestic, LLC, a Delaware limited liability company, and that for and on behalf of the said Renewable Resources, LLC, in its capacity as such manager, as and for the act and deed of said Fund 7 Domestic, LLC, s/he signed, sealed and delivered the above and foregoing Statutory Special Warranty Deed.

Adam Dworkin
Notary Public
Name: Adam Dworkin
(Print or Type)
My Commission Expires: _____



ADAM DWORKIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 21, 2012

EXHIBIT A
LEGAL DESCRIPTION

(see attached)

Exhibit "A"

Real property in the County of Tillamook, State of Oregon, described as follows:

TOWNSHIP 1 SOUTH, RANGE 10 WEST.

PARCEL 1:

SECTION 8: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER; AND THOSE PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOTS 2, 3 AND 4 LYING SOUTHWESTERLY OF THE BAY OCEAN COUNTY ROAD.

EXCEPTING A TRACT OF LAND IN THE WEST HALF OF THE WEST HALF CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT RECORDED JULY 24, 1959 IN BOOK 167, PAGE 226, TILLAMOOK COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO JOHN R. HARLAND AND JANET LEE HOFFMAN RECORDED APRIL 10, 2006 AS FEE NO. 2006-002889, DEED RECORDS, TILLAMOOK COUNTY, OREGON.

FURTHER EXCEPTING THAT PORTION CONVEYED TO JOHN R. HARLAND AND JANET LEE HOFFMAN RECORDED APRIL 10, 2006 AS FEE NO. 2006-002890, DEED RECORDS, TILLAMOOK COUNTY, OREGON.

PARCEL 2:

SECTION 9: THAT PORTION OF GOVERNMENT LOT 1 LYING SOUTHWESTERLY OF BAY OCEAN COUNTY ROAD.

EXCEPTING THAT TRACT CONVEYED TO WILLIAM J. JOHNSON AND JUNA ANN JOHNSON BY DEED RECORDED FEBRUARY 24, 1970 IN BOOK 218, PAGE 555, TILLAMOOK COUNTY RECORDS.

PARCEL 3:

ALL OF THAT PORTION OF GOVERNMENT LOT 1, SECTION 15, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, LYING SOUTH AND WEST OF BAY OCEAN COUNTY ROAD.

EXCEPTING THEREFROM A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN SAID GOVERNMENT LOT 1, ON THE SOUTHWESTERLY BOUNDARY OF THE RIGHT OF WAY OF SAID BAY OCEAN COUNTY ROAD, WHICH IS SOUTHWESTERLY 30.0 FEET DISTANT FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF THE RIGHT OF WAY OF SAID BAY OCEAN COUNTY ROAD, SAID POINT OF BEGINNING ALSO BEING SOUTH 622.0 FEET AND EAST 465.9 FEET FROM THE GOVERNMENT MEANDER CORNER COMMON TO SECTIONS 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN;
THENCE SOUTH 33° 07' EAST, TRACING THE SOUTHWESTERLY BOUNDARY OF THE RIGHT OF WAY OF SAID BAY OCEAN COUNTY ROAD, A DISTANCE OF 543.0 FEET TO A POINT HEREINAFTER DESIGNATED AS POINT A;
THENCE SOUTH 56° 53' WEST 361.5 FEET TO A POINT HEREINAFTER DESIGNATED AS POINT B;
THENCE NORTH 33° 07' WEST 180.0 FEET TO A POINT;
THENCE NORTH 11° 46' EAST 512.3 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN DEED RECORDED FEBRUARY 27, 1958 IN BOOK 161, PAGE 34, TILLAMOOK COUNTY RECORDS.

PARCEL 4:

SECTION 16: THE WEST HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE SOUTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THAT PORTION OF GOVERNMENT LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AS DESCRIBED IN DEED RECORDED JULY 15, 1969 IN BOOK 216, PAGE 339, TILLAMOOK COUNTY RECORDS.

TOGETHER WITH AN EASEMENT DESCRIBED IN INSTRUMENT RECORDED JANUARY 22, 1973 IN BOOK 230, PAGE 552, TILLAMOOK COUNTY RECORDS.

EXCEPTING THEREFROM A TRACT OF LAND CONVEYED BY CROWN ZELLERBACH CORPORATION TO WILLIAM J. JOHNSON, ET UX IN INSTRUMENT RECORDED FEBRUARY 24, 1970 IN BOOK 218, PAGE 556, TILLAMOOK COUNTY RECORDS.

ALSO THAT PORTION OF GOVERNMENT LOT 3 AND TIDELANDS AS DESCRIBED IN DEED FROM ROY V. LEONARD, ET UX RECORDED IN BOOK 144, PAGE 191, TILLAMOOK COUNTY RECORDS.

PARCEL 5:

PARCEL 2 OF PARTITION PLAT NO. 2004-008, SITUATED IN SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, AS RECORDED APRIL 09, 2004 IN PLAT CABINET B830-0, PARTITION PLAT RECORDS OF TILLAMOOK COUNTY, OREGON.

PARCEL 6:

SECTION 18: THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTH HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM A TRACT OF LAND CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT DATED MAY 29, 1947, RECORDED SEPTEMBER 31, 1950 IN BOOK 124, PAGE 350, TILLAMOOK COUNTY RECORDS.

AND: THE EAST HALF.

EXCEPTING THEREFROM THOSE TRACTS OF LAND AS EXPECTED IN INSTRUMENTS RECORDED SEPTEMBER 05, 1911 IN BOOK 14, PAGE 615, AND RECORDED DECEMBER 11, 1911 IN BOOK 20, PAGE 246, TILLAMOOK COUNTY RECORDS.

AND EXCEPTING A TRACT OF LAND IN THE NORTH HALF OF SAID SECTION CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT DATED JUNE 23, 1959, RECORDED JULY 24, 1959 IN BOOK 226, PAGE 167, TILLAMOOK COUNTY RECORDS.

PARCEL 7:

SECTION 19: THE EAST HALF; THE EAST HALF OF THE WEST HALF; GOVERNMENT LOT 2 LYING EASTERLY OF THE OCEANSIDE BAYOCEAN ROAD; AND THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY, OREGON, LYING EASTERLY OF OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION CONVEYED BY CROWN ZELLERBACH CORPORATION TO TILLAMOOK COUNTY IN INSTRUMENT DATED MARCH 31, 1947, RECORDED JULY 31, 1947 IN BOOK 107, PAGE 263, TILLAMOOK COUNTY RECORDS.

ALSO EXCEPTING THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 AS DESCRIBED IN INSTRUMENTS RECORDED NOVEMBER 02, 1947 IN BOOK 109, PAGE 381; AUGUST 14, 1948 IN BOOK 114, PAGE 289; SEPTEMBER 16, 1948 IN BOOK 115, PAGE 60; FEBRUARY 28, 1950 IN BOOK 121, PAGE 569; AND ALSO OCTOBER 21, 1955 IN BOOK 150, PAGE 134.

ALSO EXCEPTING THAT PORTION LYING WESTERLY OF THE COUNTY ROAD.

PARCEL 8:

SECTION 20: ALL OF SECTION 20.

PARCEL 9:

SECTION 21: ALL OF SECTION 21, EXCEPTING THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

PARCEL 10:

SECTION 28: ALL OF SECTION 28.

EXCEPTING THE NORTH HALF OF THE NORTHWEST QUARTER.

PARCEL 11:

SECTION 29: ALL OF SECTION 29.

EXCEPTING THE NORTH HALF OF THE NORTHEAST QUARTER.

ALL BEING IN TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, IN TILLAMOOK COUNTY, OREGON.

TOWNSHIP 1 SOUTH, RANGE 11 WEST.

PARCEL 12:

SECTION 24: THAT PORTION OF GOVERNMENT LOTS 2 AND 3 AS DESCRIBED IN INSTRUMENT RECORDED JULY 27, 1966 IN BOOK 203, PAGE 98, TILLAMOOK COUNTY RECORDS, LYING EAST OF THE OCEANSIDE BAYOCEAN ROAD.

EXCEPTING THAT PORTION THEREOF CONVEYED BY CROWN ZELLERBACH CORPORATION TO ORIN W. ROSENBERG, ET UX BY INSTRUMENT DATED JULY 10, 1979.

ALL BEING IN TOWNSHIP 1 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, IN TILLAMOOK COUNTY, OREGON.

PARCEL 13:

ROAD EASEMENTS, INCLUDING THE TERMS AND PROVISIONS THEREOF AS SET FORTH IN INSTRUMENTS RECORDED APRIL 15, 2004, AS NOS. 2004-002903, 2004-002905, 2004-002906 AND 20040-002910, RECORDS OF TILLAMOOK COUNTY, OREGON.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Liens for taxes, assessments and other governmental charges which are not yet due and payable as of the date of this Deed.
2. All land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property.
3. Any rights of the United States of America or the State of Oregon in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes.
4. Title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters.
5. All existing public streets.
6. All encroachments, overlaps, boundary line disputes, shortages in area, persons in possession without Seller's consent, cemeteries and burial grounds and other matters not of record concerning the amount of acreage represented as being included in the Property which would be disclosed by an accurate survey or inspection of the Property.
7. Prior reservations or conveyances of record of mineral rights or mineral leases of every kind and character.
8. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: September 5, 1911, in Book 14, Page 615, Deed Records of
Tillamook County, Oregon

(Affects Parcel 6)

9. Easement as granted in Deed, including terms and provisions contained therein:

Recording Information: February 27, 1912 in Book 20, Page 246, Records of
Tillamook County, Oregon

In Favor of: T. B. Potter Realty Company
(Affects Parcel 6)

10. Easement, including terms and provisions contained therein:

Recording Information: August 25, 1913 in Book 26, Page 514, and also October 16, 1933, in Book 68, Page 436, Deed Records of Tillamook County, Oregon

(Affects Parcel 6)

11. Easement, including terms and provisions contained therein:

Recording Information: August 25, 1913 in Book 26, Page 514, and also October 16, 1933, in Book 68, Page 436, Deed Records of Tillamook County, Oregon

(Affects Parcel 6)

12. Easement, including terms and provisions contained therein:

Recording Information: August 25, 1913 in Book 26, Page 514, and also October 16, 1933, in Book 68, Page 436, Deed Records of Tillamook County, Oregon

(Affects Parcel 6)

13. Easement, including terms and provisions contained therein:

Recording Information: February 27, 1958 in Book 161, Page 34, Records of Tillamook County, Oregon

In Favor of: Crown Zellerbach Corporation

(Affects Parcel 3)

14. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: February 27, 1958 in Book 161, Page 34, Records of Tillamook County, Oregon

(Affects Parcel 3)

15. Easement, including terms and provisions contained therein:

Recording Information: January 10, 1967 in Book 205, Page 233, Records of Tillamook County, Oregon

In Favor of: Pacific Northwest Bell Telephone Company

(Affects Parcel 9)

16. Easement Agreement and the terms and conditions thereof:

Between: Crown Zellerbach Corporation
And: Netarts Water District
Recording Information: October 28, 1975 in Book 242, Page 639, Tillamook
County, Oregon
(Affects Parcels 8, 9 and 10)

17. Easement as granted in instrument, including terms and provisions contained therein:

Recording Information: February 24, 1970 in Book 218, Page 556, Records of
Tillamook County, Oregon
In Favor of: William J. Johnson and Juna Ann Johnson
(Affects Parcel 4)

18. Easement, including terms and provisions contained therein:

Recording Information: January 29, 1973 in Book 230, Page 552, Records of
Tillamook County, Oregon
In Favor of: Crown Zellerbach Corporation
(Affects Parcel 4)

19. Easement, including terms and provisions contained therein:

Recording Information: June 09, 1975 in Book 240, Page 708, Records of
Tillamook County, Oregon
In Favor of: Oceanside Water District
(Affects Parcel 7 and other property)

20. Easement Agreement and the terms and conditions thereof:

Between: Crown Zellerbach Corporation
And: Netarts Water District
Recording Information: October 28, 1975 in Book 242, Page 639, Records of
Tillamook County, Oregon
(Affects Parcels 8, 9 and 10)

21. An easement created by instrument, including the terms and provisions thereof:

Recorded: April 08, 1976 in Book 244, Page 636
Records of: Tillamook County, Oregon

3 – EXHIBIT B

PDX/109507/147691/MAS/1405100.1

In favor of:
(Affects Parcel 11)

Tillamook People's Utility District, a Municipal corporation

22. Agreement and the terms and conditions thereof:

Between: Shiloh Forest Enterprises
And: McCaw Communications of the Mid-South, Inc.
Recording Information: August 03, 1993 in Book 353, Page 93, Records of
Tillamook County, Oregon
(Affects Parcel 8)

23. Right of Way and Reservoir Agreement and the terms and conditions thereof:

Between: Shiloh Forest Enterprises, LLC
And: Netarts Water District
Recording Information: January 13, 2000 in Book 414, Page 168, Records of
Tillamook County, Oregon
(Affects Parcels 10 and 11)

24. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: April 04, 1989 in Book 320, Page 997, Records of
Tillamook County, Oregon

25. Reservation of Minerals, including terms and provisions thereof:

Recorded: April 04, 1989 in Book 320, Page 997, Records of
Tillamook County, Oregon

The minerals interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

26. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: April 04, 1989 in Book 320, Page 998, Records of Tillamook County, Oregon

27. Reservation of Minerals, including terms and provisions thereof:

Recorded: April 04, 1989 in Book 320, Page 998, Records of Tillamook County, Oregon

The minerals interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

28. Easement, including terms and provisions contained therein:

Recording Information: October 23, 1959 in Book 168, Page 337, Records of Tillamook County, Oregon
In Favor of: United States Coast Guard
(Affects Parcel 7)

29. Easement, including terms and provisions contained therein:

Recording Information: May 22, 1954 in Book 142, Page 441, Records of Tillamook County, Oregon
In Favor of: Mountain States Power Company

30. A Contract of Sale and the terms and conditions thereof:

Vendor/Seller: Shiloh Forest Enterprises, L.L.C., an Oregon limited liability company, acting by and through its authorized agent, Aircall Northwest, Inc., an Oregon corporation
Vendee/Purchaser: Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications
Recorded: May 14, 2003
Recording Information: 2003-420539, Records of Tillamook County, Oregon
(Affects Parcel 9)

5 – EXHIBIT B

PDX/109507/147691/MAS/1405100.1

31. An easement created by instrument, including the terms and provisions thereof:

Recorded: April 09, 2004 as Fee No. 2004-002716
Records of: Tillamook County, Oregon
In favor of: Tillamook People's Utility District, a Municipal corporation
(Covers additional property)

32. Reciprocal Easement Agreement and the terms and conditions thereof:

Between: Shiloh Forest Enterprises, L.L.C., an Oregon limited liability company
And: Judith M. VanKampen, Karla M. VanKampen-Pierre and David J. Allen, trustees of The Judith J. VanKampen Trust u/t/a dated January 23, 1989
Recording Information: April 15, 2004 as Fee No. 2004-002903, Records of Tillamook County, Oregon

33. Easement Agreement and Option to Purchase and the terms and conditions thereof:

Between: Shiloh Forest Enterprises, L.L.C., an Oregon limited liability company
And: Green Crow Corporation, a Washington corporation, and Fund 7 Domestic, LLC, a Delaware limited liability company
Recording Information: April 15, 2004 as Fee No. 2004-02905, Records of Tillamook County, Oregon

34. Easement Agreement and the terms and conditions thereof:

Between: Green Crow Corporation, a Washington corporation, and Fund 7 Domestic, LLC, a Delaware limited liability company
And: Shiloh Forest Enterprises, L.L.C., an Oregon limited liability company
Recording Information: April 15, 2004 as Fee No. 2004-002906, Records of Tillamook County, Oregon

35. Reciprocal Easement Agreement and the terms and conditions thereof:

Between:	Green Crow Corporation, a Washington corporation
And:	Fund 7 Domestic, LLC, a Delaware limited liability company
Recording Information:	April 15, 2004 as Fee No. 2004-02910, Records of Tillamook County, Oregon

**PROJECT NARRATIVE
CONDITIONAL USE APPLICATION
AT&T WCF—CT14 OCEANSIDE**

Submitted to Tillamook County, OR
Planning Division

Applicant: New Cingular Wireless PCS, LLC ("AT&T")
1025 Lenox Park Blvd NE
Atlanta, Georgia 30319

Representative: Smartlink
10 Church Circle
Annapolis, MD 21401

Contact:

Priscilla Cervantes
213-910-1008
Priscilla.Cervantes@smartlinkgroup.com

Property-Owner: Stimson Lumber Company
9400 SW Barnes Rd, Suite 530
Portland, OR 97225

Project Address: No Situs Address
Tillamook, OR 97141

Description & Parcel: GPS Coordinates: 45.466806/ -123.959328
Tax Lot: 1S10190000900

Zoning Classification: (F) Forest

Smartlink is submitting this application on behalf of New Cingular Wireless PCS, LLC ("AT&T") and the underlying property owner, Stimson Lumber Company.

1. PROJECT OVERVIEW

experience on 5G+ with mmWave service though with more limited coverage. Results continue to be impressive, with peak download speeds up to 1 gigabit per second (Gbps) – fast enough to stream 4K movies.

High-band mmWave frequencies deliver this unprecedented performance by transmitting a large amount of data more efficiently than 4G LTE, but can only travel short distances (~1,000ft). Accordingly, high-band mmWave sites need to be in close proximity to one another and are typically used in dense, high trafficked areas such as urban areas, stadiums/arenas, airports, manufacturing and healthcare centers, etc.

5G wireless technology also includes enhanced network radio protocols and other improvements in data transmission that allow the network to more efficiently use the same frequencies currently used today for 4G.

As noted, **AT&T is proposing to deploy low-band 850MHz 5G at this Facility.** Upon completion, the Facility will become part of AT&T's statewide and nationwide communications network. See **Attachment 4—AT&T Radiofrequency (RF) Justification.**

3.2. Network Service Objectives and Targeted Service Area for Proposed Facility

This proposed facility is intended to fill a significant gap in AT&T's network coverage. As described in the Project Overview, the candidate will provide new dominant 4G & 5G LTE coverage in the area of Oceanside including residential areas and businesses along Hwy OR-131 between Cape Mears and Netarts (collectively, the "Targeted Service Area"). See **Attachment 4—AT&T Radiofrequency (RF) Justification.**

The service objective, Targeted Service Area, and proposed location were determined by AT&T's RF engineers through a combined analysis of market demand, customer complaints, service requests, and RF engineering design, and input from public safety officials.

3.3. Search Ring

AT&T's RF engineers performed an RF engineering study—considering multiple objectives—to determine the approximate site location and antenna height required to best fulfill the noted service objectives within the Targeted Service Area. From this study, AT&T's RF engineers identified two small original "search ring" areas where a new wireless facility could be located to provide effective service in the Targeted Service Area. However, the original search ring areas provided no feasible locations for a new WCF—the properties and surrounding area are zoned residential where height is limited.

Accordingly, AT&T's RF engineers established a second search ring area. The search rings established for this proposal (the "Search Ring"), and a description of the methodology used to determine the search rings, is provided in **Attachment 4—AT&T Radiofrequency (RF) Justification.**

As this is a service coverage site intended to provide seamless coverage in a specific area, the proposed new Facility must be located within the one of the identified search ring to be able to establish a dominant signal within the Targeted Service Area.

4. ALTERNATIVE SITE ANALYSIS

AT&T generally considers all siting possibilities within, and adjacent to, a search ring to determine the best location for a new facility to meet the targeted service objectives. AT&T will first attempt to utilize an existing tower or structure for collocation at the desired antenna height. If an existing tower or structure is not available or determined to be infeasible, AT&T will then propose a new tower.

For this proposed WCF, AT&T's construction and real estate group, with the assistance of outside consultants, thoroughly analyzed siting options and found that the proposed location is the only available property within the Search Ring that will meet AT&T's service objectives in the Targeted Service Area.

4.1. Collocation

There are no existing wireless towers available for collocation within AT&T's Search Ring. See **Attachment 4—AT&T Radiofrequency (RF) Justification**. As further detailed below, AT&T evaluated possible collocation on an existing tower outside of the Search Ring (approximately 1.87 miles east) and deemed it technologically unfeasible for collocation.

4.1.1. Alternative Site #1—Existing SBA GC Towers, LLC (45.466077/ -123.920975) - This is a 194ft tower located outside the Search Ring approximately 1.87 miles east of the proposed Facility with an available 109ft antenna tip height. See **Attachment 4—AT&T Radiofrequency (RF) Justification, Figure D**. Collocation is not a feasible option as AT&T is currently located on the tower. See, **Attachment 4—AT&T Radiofrequency (RF) Justification, Alternative Site Analysis**.

4.1.2. Existing Structures -- Generally. As noted in Section 3.3 Search Area, above, the specific service coverage needs within the Targeted Service Area requires the proposed WCF to be located within the identified search ring. Based on its analysis, AT&T has determined that there are no existing buildings or structures within the identified search ring feasible for collocation as none are of a sufficient height to reasonably meet AT&T's service objectives within the Targeted Service Area (the structures in these areas are predominantly only one-story or residential).

5. APPLICABLE LAW

5.1. Local Codes

5.1.1. Zoning and Development Standards. Pursuant to Tillamook County Land Use Ordinance, new cell towers in the Forest (F) zone are subject to a Conditional Use Permit. Please see **Attachment 3—Statement of Code Compliance** for AT&T's demonstration of compliance with all applicable code requirements for the new Facility.

5.1.2. Comprehensive Plan. The proposed Facility satisfies several of the applicable goals and policies of the Tillamook County Comprehensive Plan including, but not limited to Forest Lands, Population and Economy, and Public Facilities. Wireless services are key to growing urban areas. Wireless demand is growing, and robust wireless networks are essential to businesses and residences throughout Tillamook County. Approximately 70% of all U.S. households are wireless

only¹, relying on the ability to use their phones and other wireless devices at work and at home, both indoors and outdoor (including for emergency purposes). As the population of the City of Camas increases and land development patterns change over time, the demand for urban services also increases and changes. These changes require that service providers, both public and private, plan for the provision of services in a coordinated manner.

- The proposed project forwards the goals of **Goal 4: Forest Lands**, by conserving the forest lands by locating the 2,500 square foot lease area in a cleared area on the 292-acre parcel, adjacent to an existing access road. The proposed WCF has been designed to meet the siting and fire safety requirements in compliance with LUO 3.004(10). Furthermore, the WCF will not prohibit forest practices on the subject property or surrounding area.
- The proposed project forwards the goals of **Goal 9: Population and Economy**. Telecommunication facilities support economic growth and development by addressing a public need – reliable wireless service. Wireless service infrastructure promotes the economic development and quality of life where people live, work, and play. As more business is conducted on-line and more employees work remotely, reliable wireless service is imperative to the success of the business and efficient productivity, while expanding economic opportunities for all individuals. To serve the needs of the traveling public, access to emergency services, and those seeking recreational opportunities, telecommunication facilities are necessary to provide continuous and uninterrupted outdoor, in-vehicle, and in-building wireless service to meet the demands of users and the variety of content accessed over mobile networks. The proposed project will provide new service coverage in an area that has no service or very limited service, while minimizing the impact by placing the proposed lattice tower on a 292-acre parcel that will be screened by existing vegetation. Furthermore, the proposed WCF supports the economy by providing a choice of wireless carriers in the area.
- Further, the proposed project forwards the intent of **Goal 11: Public Facilities**. Though the proposed WCF is not a public facility, it will provide needed new and enhanced wireless services in a rural area of the County. The proposed WCF will also improve emergency responses in the Targeted Service Area through improved connectivity for making emergency calls and access to a more reliable 4G & 5G LTE network for first responders.

5.2. Federal Law

Federal law, primarily found in the Telecommunications Act of 1996 ("Telecom Act"), acknowledges a local jurisdiction's zoning authority over proposed wireless facilities but limits the exercise of that authority in several important ways.

5.2.1. Local jurisdictions may not materially limit or inhibit the provision of personal wireless services.

¹ Per the National Center for Health Statistics, Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, January-June 2022, Released December 2022

The Telecom Act prohibits a local jurisdiction from taking any action on a wireless siting permit that “prohibit[s] or [has] the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. § 332(c)(7)(B)(i)(II). According to the Federal Communications Commission (“FCC”) Order adopted in September 2018,² a local jurisdiction’s action has the effect of prohibiting the provision of wireless services when it “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”³ Under the FCC Order, an applicant need not prove it has a significant gap in coverage; it may demonstrate the need for a new wireless facility in terms of adding capacity, updating to new technologies, and/or maintaining high quality service.⁴

While an applicant is no longer required to show a significant gap in service coverage, in the Ninth Circuit, a local jurisdiction clearly violates section 332(c)(7)(B)(i)(II) when it prevents a wireless carrier from using the least intrusive means to fill a significant gap in service coverage. *T-Mobile U.S.A., Inc. v. City of Anacortes*, 572 F.3d 987, 988 (9th Cir. 2009).

- **Significant Gap.** Reliable in-building coverage is now a necessity and every community’s expectation. Consistent with the abandonment of land line telephones and reliance on only wireless communications, federal courts now recognize that a “significant gap” can exist based on inadequate in-building coverage. See, e.g., *T-Mobile Central, LLC v. Unified Government of Wyandotte County/Kansas City*, 528 F. Supp. 2d 1128, 1168-69 (D.Kan. 2007), *affirmed in part*, 546 F.3d 1299 (10th Cir. 2008); *MetroPCS, Inc. v. City and County of San Francisco*, 2006 WL 1699580, *10-11 (N.D. Cal. 2006).
- **Least Intrusive Means.** The least intrusive means standard “requires that the provider ‘show that the manner in which it proposes to fill the significant gap in service is the least intrusive on the values that the denial sought to serve.’” 572 F.3d at 995, *quoting MetroPCS, Inc. v. City of San Francisco*, 400 F.3d 715, 734 (9th Cir. 2005). These values are reflected by the local code’s preferences and siting requirements.

5.2.2. Environmental and health effects prohibited from consideration.

Also, under the Telecom Act, a jurisdiction is prohibited from considering the environmental effects of RF emissions (including health effects) of the proposed site if the site will operate in compliance with federal regulations. 47 U.S.C. § 332(c)(7)(B)(iv). AT&T has included with this application a statement from its radio frequency engineers demonstrating that the proposed facility will operate in accordance with the Federal Communications Commission’s RF emissions regulations. (See **Attachment 5—AT&T RF Safety Compliance Letter**) Accordingly, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the proposed Facility should be disregarded in this proceeding.

² *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order*, 33 FCC Rcd 9088 (2018), ¶¶ 86-87, *vacated in part*, *City of Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020), *cert. denied*, 594 U.S. ___, (June 28, 2021)(No. 20-1354) (“FCC Order”).

³ *Id.* at ¶ 35.

⁴ *Id.* at ¶¶ 34-42.

5.2.3. No discrimination amongst providers.

Local jurisdictions may not discriminate amongst providers of functionally equivalent services. 47 U.S.C. § 332(c)(7)(B)(i)(I). A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers' applications for similarly situated facilities.

5.2.4. Shot Clock.

Finally, the Telecom Act requires local jurisdictions to act upon applications for wireless communications sites within a "reasonable" period of time. 47 U.S.C. § 332(c)(7)(B)(ii). The FCC has issued a "Shot Clock" rule to establish a deadline for the issuance of land use permits for wireless facilities. 47 C.F.R. § 1.6001, *et seq.* A presumptively reasonable period of time for a local government to act on all relevant applications for a "macro" wireless facility on a new structure is 150 days. 47 C.F.R. § 1.6003(c)(1)(iv). The Shot Clock date is determined by counting forward 150 calendar days from the day after the date of submittal, including any required pre-application period. 47 C.F.R. § 1.6003(e).

Pursuant to federal law, the reasonable time period for review of this application is 150 days.



May 10, 2022

Tillamook County
Planning Division
201 Laurel Ave
Tillamook, OR 97141

Re: AT&T's Radio Frequency (RF) Engineering Justification for the Proposed Wireless Communications Facility in Tillamook County: CT14 Oceanside on Map Tax Lot 1S10190000900 (45.466806/ -123.959328)

To Whom It May Concern,

Enclosed please find the RF Justification document prepared for AT&T's proposed new wireless communications facility at the above noted location. This letter serves as my verification, to the best of my knowledge, of the accuracy of the RF information, propagation maps, and analysis provided in the attached RF Justification.

Thank you for your consideration of this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Samsul Bujang".

Samsul Bujang
RF Engineer
AT&T Mobility



at&t

CT14 Oceanside RF Justification

SERVICE OBJECTIVES & TARGETED SERVICE AREA

AT&T is proposing to build a new wireless communication facility (“WCF” or “facility”), CT14 Oceanside, on Map Tax Lot: 1510190000900, Tillamook, OR 97141 (45.466806/ -123.959328) in Tillamook County.

Service Objectives—Generally

AT&T strives for a network design that provides high radio frequency (“RF”) signal strength and signal-to-interference-plus-noise ratio (“SINR”) resulting in quality service inside buildings and vehicles. To support this network design there are two main drivers that prompt the need for a new cell site—coverage and capacity.

“Coverage” is the need to expand wireless service into an area that either has no service or bad service. “Capacity” is the need for more wireless resources. Cell sites have a limited number of resources to handle voice calls, data connections, and data volume. When these capacity limits are reached, user experience quickly degrades. Capacity issues for LTE networks are identified by using SINR metrics to measure the network’s signal quality when there is a high traffic load condition. High traffic areas in the network experience poor SINR due to the increased amount of signal noise/interference generated by the interfering strength of the simultaneous transmissions (*i.e.* too many users accessing the network in a given area).

Service Objectives & Targeted Service Area—Proposed New Facility

This proposed facility is intended to fill a significant gap in AT&T’s network coverage and mobility experienced by its customers in the area of Oceanside including residential areas and businesses along Highway OR-131 between Cape Mears and Netarts (the “Targeted Service Area”). This Facility will also include AT&T’s 850MHz *low-band* 5th Generation (“5G”) technology. AT&T’s 850MHz low-band 5G technology is further explained at the end of this document. This service objective and Targeted Service Area was determined by AT&T’s RF engineers through a combined analysis of market demand, customer complaints, service requests, and RF engineering design (including SINR metrics).

As determined by AT&T’s RF engineers, the proposed new Facility meets AT&T’s service objectives to provide sufficient continuous and uninterrupted outdoor, in-vehicle, and in-building wireless service within the Targeted Service Area, resulting in fewer dropped calls, improved call quality, and improved access to additional wireless services the public now demands (this includes emergency 911 calls). The service objectives, Targeted Service Area, and proposed location were determined by AT&T’s RF engineers through a combined analysis of market demand, service requests, RF engineering design, and input from public safety officials.



SEARCH RING & PREFERRED LOCATION

SEARCH RING

AT&T's RF engineers performed an RF engineering study—considering multiple objectives—to determine the approximate site location and antenna height required to best fulfill the noted service objectives within the Targeted Service Area. From this study, AT&T's RF engineers identified a “search ring” area, identified in **Figure A—Search Ring**, where a new wireless facility may be located to provide effective service in the Targeted Service Area. A discussion of the general methodology AT&T's RF engineers used to identify the Search Ring is included at the end of this RF Justification document. The original Search Ring had to be expanded as it was entirely residential and surrounded by residential where height is limited. The expanded Search Ring included areas where more height can be achieved.

PREFERRED LOCATION

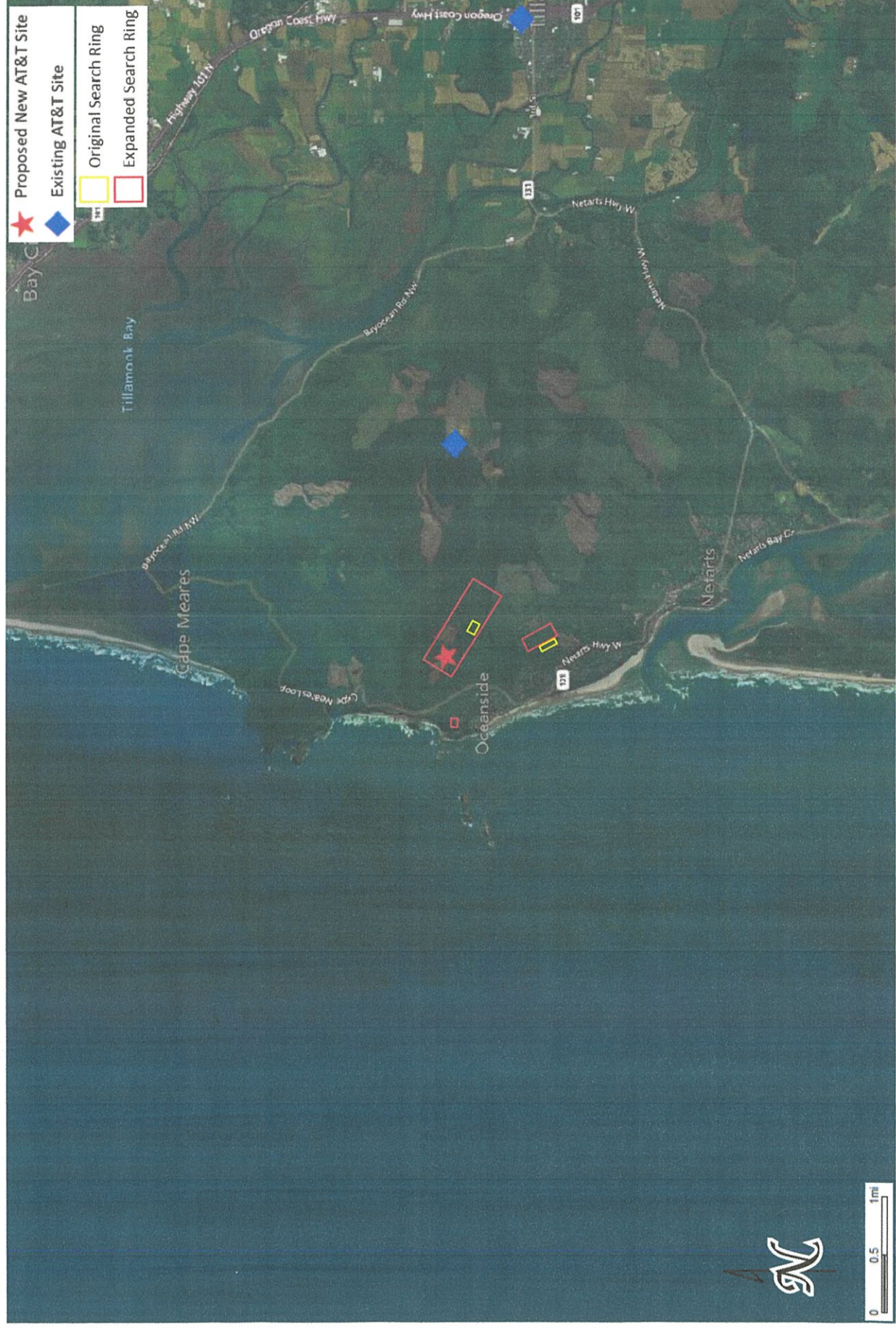
Radio frequency broadcasts travel in a straight line and diminish as they travel further away from the antennas; therefore, it is generally best to locate a facility near the center of the identified Search Ring and Targeted Service Area. Accordingly, the location of the proposed new WCF is centered geographically within the identified Search Ring to maximize the coverage and signal dominance within the Targeted Service Area.

ANTENNA HEIGHT

Antenna height plays an equally important role in meeting the service objectives within the Targeted Service Area. The proposed antenna tip height of 199ft was determined by considering various factors such as the height of surrounding wireless sites, ground elevation, obstructions to the signal, and the surrounding terrain. Based upon these factors, AT&T's RF engineers determined that the proposed 199ft antenna tip height is the minimum necessary to best meet AT&T's service objectives to provide dominant coverage and enhanced capacity within the Targeted Service Area. The proposed antenna tip height is also the height where an AT&T wireless device can be reliably used to make and receive telephone calls and use data service in the presence of varying signals. As further detailed in this document, a lower antenna tip height at the proposed location would not provide as effective dominant coverage and capacity improvement within the Targeted Service Area and would not meet AT&T's service objectives for the proposed Facility.



Figure A—Search Rings



PROPOSED NEW AT&T FACILITY

ANTENNAS AND EQUIPMENT

To meet the above coverage objectives, this proposed site will contain up to 12 panel antennas, 1 microwave antenna and 24 RRH units (together with all associated accessory equipment).

PROJECTED NEW COVERAGE

Figure B—Existing AT&T Coverage shows existing AT&T wireless services in the general area of the proposed new site, which demonstrates the current gap in coverage in the targeted service area. The red star indicates the location of the proposed new WCF. The blue diamond indicates the location of existing AT&T WCF sites; coverage from AT&T’s existing WCF sites is shaded in green. As can be seen, there is a coverage gap in all areas not shaded in green. Currently, the target coverage area has minimal to no 4G or 5G voice service and does not have adequate 4G or 5G LTE service.

Figure C—Projected New AT&T Coverage identifies the projected coverage from the proposed new WCF with the requested antenna tip height of 199ft. The proposed antenna tip height is the minimum necessary to help fill the coverage gap relative to nearby complementary wireless facilities and to support the FirstNet Network. This is also the height where an AT&T wireless device can be reliably used to make and receive telephone calls and use data service in the presence of varying signals.

Site location	Coordinates	Tip height (ft)	Coverage surface (sq. mi)	Percentage
Proposed New Tower Location	45.466806, -123.959328	199	3.69	100



**Figure B—Existing AT&T Coverage
Targeted Service Area BEFORE Addition of Proposed New WCF**

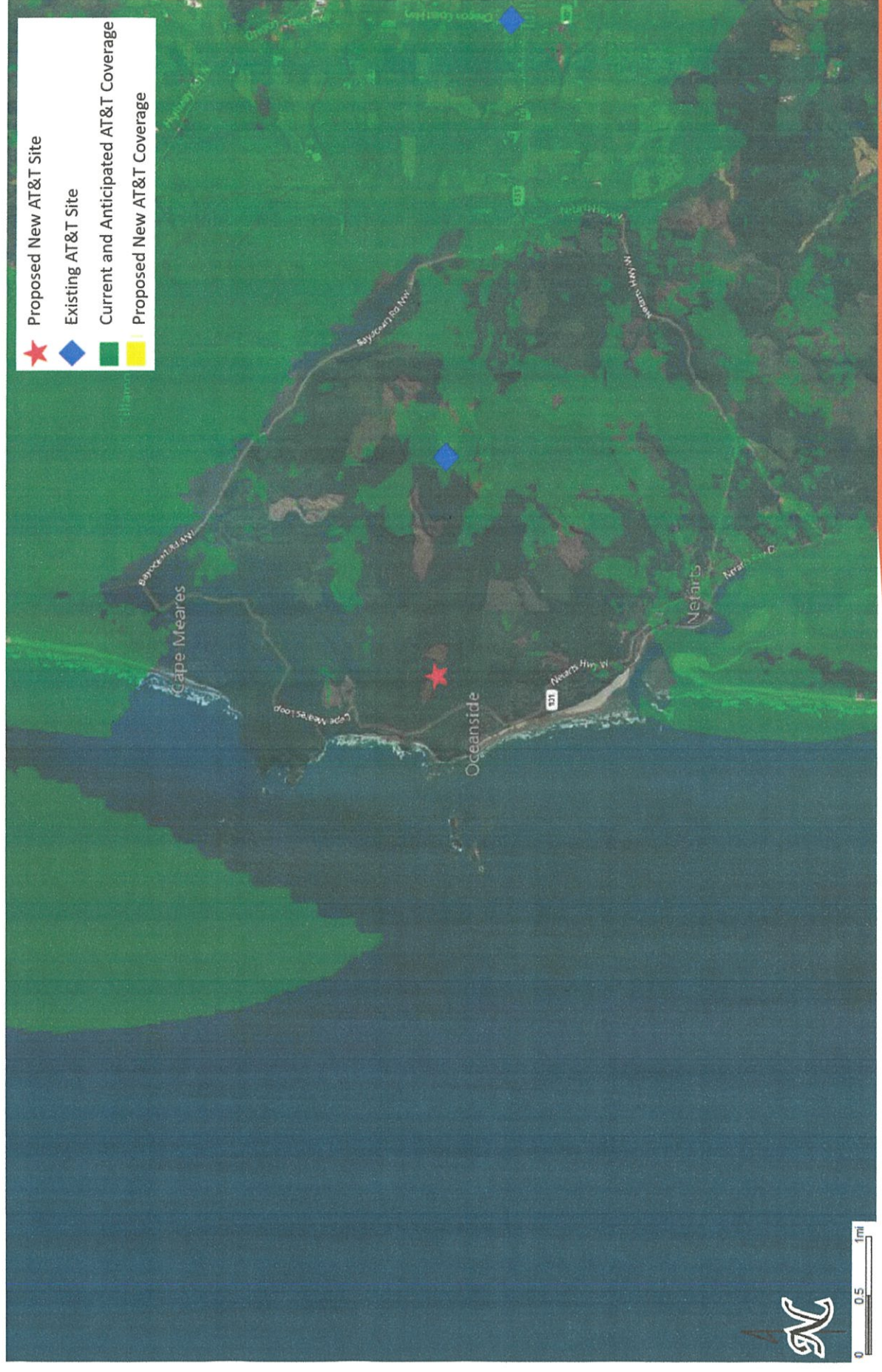
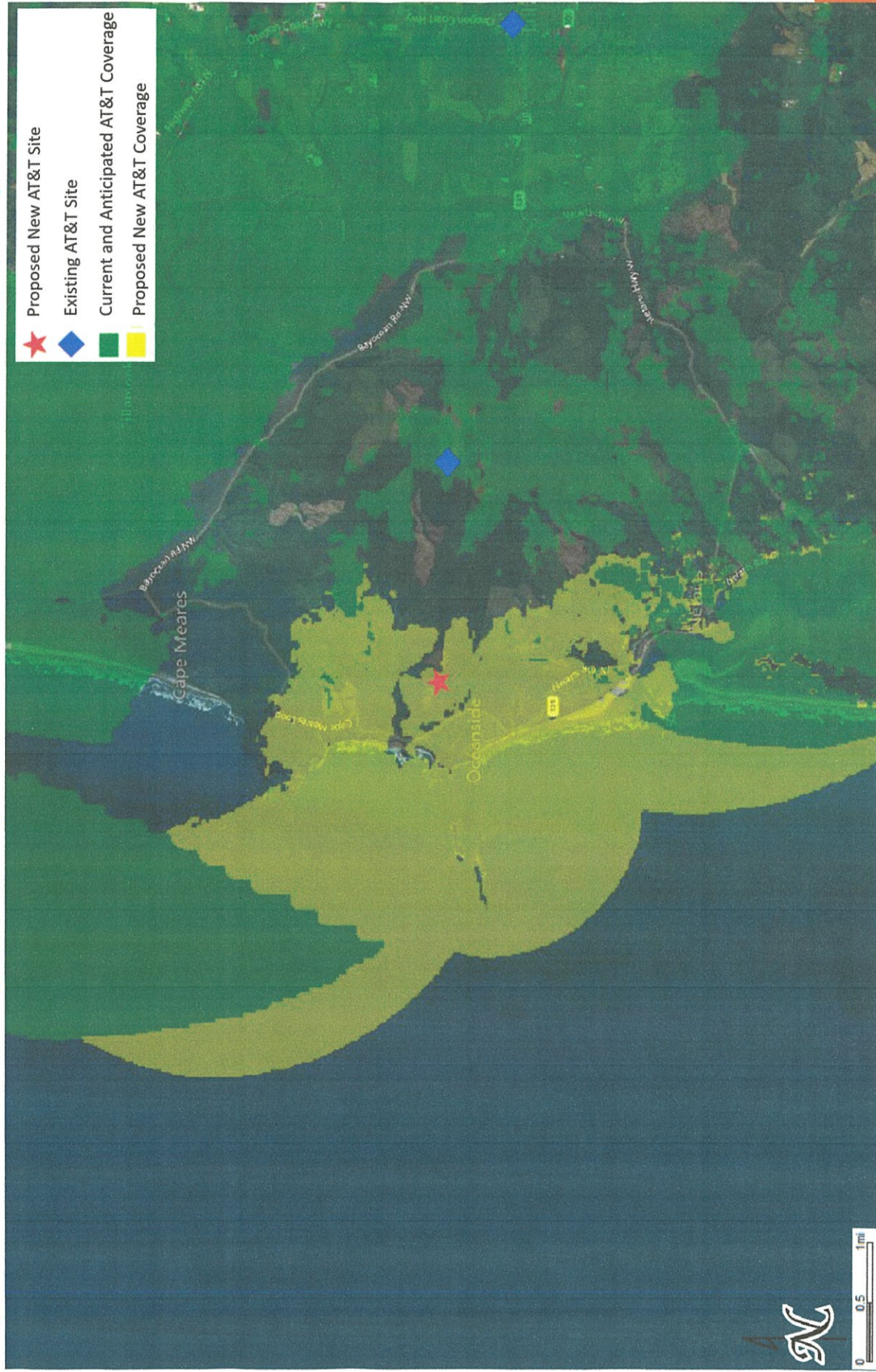


Figure C—New AT&T Coverage
Projected New AT&T Coverage AFTER Proposed New WCF On-Air—199ft Antenna Tip Height



Alternative Site Analysis

AT&T considers all siting possibilities within, and adjacent to, a search ring to determine the best location for a new facility to meet AT&T's service objectives for the Targeted Service Area. AT&T will first attempt to utilize an existing tower or structure for collocation at the desired antenna height. If an existing tower or structure is not available or determined to be infeasible, AT&T will then propose a new tower. For this proposed Facility, AT&T's RF engineers generally evaluated the following alternative locations within the identified search ring as possible locations for the proposed new WCF.

Figure D—Alternative Site Location shows the location of the alternative site in relation to the proposed new site location.

Alternative Site #1 (45.466077/ -123.920975) – Colocation: An existing 194ft Tower owned by SBA GC Towers, LLC located approximately 1.87 miles east of the proposed new WCF. AT&T is currently co-locating on the structure with antenna tip height of 109ft. The coverage from the site is included in the earlier Figure B.



Figure D—Alternative Site Location



AT&T's 5G NETWORK

AT&T is upgrading and expanding its wireless communications network to support the latest 5G technology. 5G stands for “5th Generation”. This acronym refers to the ongoing process of improving wireless technology standards, which is now in its 5th generation. With each generation comes improvement in speed and functionality—4G LTE offers speeds up to ten times faster than 3G and 5G offers speeds up to 1-gigabit per second.

This technology is the next step in increasing broadband speeds to meet the demands of uses and the variety of content accessed over mobile networks and is necessary to facilitate capabilities that are being designed into the latest devices (*i.e.* Samsung Galaxy S20, iPhone 12). 5G, specifically, is the next generation of wireless technology expected to deliver latency and capacity enhancements that will help enable revolutionary new capabilities for consumers and businesses.

There are several components of 5G wireless technology and three separate bands of wavelength spectrum used to build a 5G network—low-band (<2 GHz), mid-band (3-10 GHz), and high-band millimeter wave (mmWave) (20-100 GHz):

- **Low-band 5G.** Low-band 5G frequencies (generally below 2GHz) are the oldest cellular (and TV) frequencies and are being used by AT&T to provide widely-available 5G service in residential, suburban, and rural areas. This is the same spectrum used for 3G and 4G cellular services today. The low-band 850MHz 5G frequency is proposed for this Facility.

Low-band 5G frequencies are a tradeoff of download speed versus distance and service area—they are slower than the high-band mmWave and mid-band frequencies, but they travel the farthest and can pass through more obstacles to provide a better, more reliable indoor and outdoor signal for a larger service area (*i.e.*, miles, not feet).

- **Mid-band 5G.** Mid-band 5G frequencies (generally 3-10GHz) cover most current cellular and WiFi frequencies and provide broader coverage than high-band mmWaves (typically a half a mile), but with slower speeds. Use of these frequencies is not as prevalent for building a 5G network as much of the bandwidth in this range is currently unavailable.

AT&T's 5G NETWORK—Cont.

- **High-band 5G+ mmWave.** High-band millimeter wave (mmWave) frequencies (generally 20-100GHz) are the new FCC-approved frequencies most associated with 5G service—"5G+" is AT&T's name for 5G service delivered using high-band mmWave spectrum. AT&T offers an enhanced wireless experience on 5G+ with mmWave service though with more limited coverage. Results continue to be impressive, with peak download speeds up to 1 gigabit per second (Gbps)—fast enough to stream 4K movies.

High-band mmWave frequencies deliver this unprecedented performance by transmitting a large amount of data more efficiently than 4G LTE, but the higher frequencies used means that mmWaves can only travel short distances (~1,000ft). Accordingly, high-band 5G+ mmWave sites need to be in close proximity to one another and are typically used in dense, high trafficked areas such as urban areas, stadiums/arenas, airports, manufacturing and healthcare centers, etc.

5G wireless technology, across all frequencies, also includes enhanced network radio protocols and other improvements in data transmission that allow the network to more efficiently use the same frequencies currently used today for 4G. As noted, AT&T is proposing to deploy low-band 850MHz 5G at this Facility. Upon completion, the Facility will become part of AT&T's statewide and nationwide communications networks.

Search Ring Methodology

AT&T's RF engineers used coverage propagation software systems to predict the coverage provided by the proposed new WCF. The software and AT&T's RF engineers considered the general factors outlined below, as well as more project-specific factors such as the type of antenna, antenna tilt, etc.

Coverage. The antenna site must be located in an area where the radio frequency broadcasts will provide adequate coverage within the targeted service area. The RF engineer must take into consideration the coverage objectives for the site as well as the terrain in and around the area to be covered. Because radio frequency broadcasts travel in a straight line and diminish as they travel further away from the antennas, it is generally best to place an antenna site near the center of the desired coverage area. However, in certain cases, the search ring may be located away from the center of the desired coverage area due to the existing coverage, the surrounding terrain, or other features which might affect the radio frequency broadcasts, *e.g.* buildings or sources of electrical interference.

Clutter. AT&T's WCFs must "clear the clutter"—the WCF site must be installed above or close to RF obstructions (the "clutter") to enable the RF to extend beyond and clear the clutter. AT&T's radio frequencies do not penetrate mountains, hills, rocks, or metal, and are diminished by trees, brick and wood walls, and other structures. Accordingly, AT&T's antennas must be installed above or close to the "clutter" to provide high quality communications services in the desired coverage areas. Additionally, if the local code requires us to accommodate additional carriers on the support structure, the structure must be even taller to also allow the other carriers' antennas to clear the clutter.

Call Handoff. The WCF site must be in an area where the radio broadcasts from the site will allow seamless "call handoff" with adjacent WCF sites. Call handoff is a feature of a wireless communications system that allows an ongoing telephone conversation to continue uninterrupted as the user travels from the coverage area of one antenna site into the coverage area of an adjacent antenna site. This requires coverage overlap for a sufficient distance and/or period of time to support the mechanism of the call handoff.

Quality of Service. Users of wireless communications services want to use their services where they live, work, commute and play, including when they are indoors. AT&T's coverage objectives include the ability to provide indoor coverage in areas where there are residences, businesses and indoor recreational facilities.



Search Ring Methodology—Cont.

Radio Frequencies used by System. The designs of wireless communications systems vary greatly based upon the radio frequencies that are used by the carrier. If the carrier uses radio frequencies in the 850 MHz to 950 MHz range, the radio signals will travel further and will penetrate buildings better than the radio frequencies in the 1900 MHz band. As a result, wireless communications systems that use lower radio frequencies will need fewer sites than wireless communications systems that use higher radio frequencies. AT&T's system in Sunnyside uses only frequencies in the 1900 MHz so AT&T's system requires more sites in order to achieve the same coverage that is provided by the carriers which use the 850 MHz to 950 MHz frequency band.

Land Use Classifications. A&T's ability to construct a WCF site on any particular property is affected by state and local regulations, including zoning and comprehensive plan classifications, goals, and policies. AT&T's search rings take these laws and regulations into consideration.



Date: August2025
Site Number: CT14 - Oceanside
FA Code: 14641502
USID: 311730
Address: No Situs Address, Tillamook, OR 97141
Re: Radio Frequency Compliance

Statement of Compliance

This AT&T wireless communications facility complies with all federal standards for radio frequency radiation in accordance with the Telecommunications Act of 1996 and subsequent amendments and any other requirements imposed by state or federal regulatory agencies.

Description of Facility:

Location Type: Proposed wireless communications facility will be comprised of multiple panel antennas and associated radio cabinets utilizing licensed frequencies in the 700, 850, 1900, and 2100 MHz bands. The purpose of the facility is to provide coverage and/or capacity to the geographic service area.

Power Density:

The power density from any sector as designed with the proposed facility shall not exceed the FCC maximum permissible exposure limits in accordance with FCC Public Standards OET Bulletin 65 (e.g., 1 mW/cm² at 1900 MHz) at any location that is considered readily accessible by the general public.

The proposed facility should not interfere with other communications facilities. Our sites are monitored 24/7 by a national operations center to insure all is operating normally. In addition, we have local technicians who make routine visits to cell sites to make repairs when needed. AT&T audits our facilities on a semi-annual basis to ensure that FCC compliance levels are continuously met.

If requested, a detailed radio frequency emission safety report detailing the maximum potential exposures will be provided to the jurisdiction.

Sincerely,

A handwritten signature in black ink, appearing to read "Juvylyn Calces".

Juvylyn Calces
AT&T Mobility - RAN Engineering

TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates

Latitude	45-28-00.5 north
Longitude	123-57-33.5 west

Measurements (Meters)

Overall Structure Height (AGL)	60.7
Support Structure Height (AGL)	59.4
Site Elevation (AMSL)	229.5

Structure Type

LTOWER - Lattice Tower

[Tower Construction Notifications](#)

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

May 5, 2026

Mr. Scott Emerson
Smartlink
10 Church Circle
Annapolis, MarylandRE: Geologic Hazard Assessment Summary Report
CT14 Oceanside
Tillamook, Oregon
EBI Project #058173-PR

Dear Mr. Emerson:

EnviroBusiness, Inc. (dba EBI Consulting, hereinafter "EBI") appreciates the opportunity to provide you with the following summary letter report for the Geologic Hazard Assessment completed at the above referenced property (herein identified as the Subject Property).

BACKGROUND

The client requested a Geologic Hazard Assessment be completed for the Subject Property in accordance with Tillamook County Land Use Ordinance Section 4.130: Development Requirements for Geologic Hazard Areas.

EBI understands that AT&T proposes to construct a telecommunications facility on the Subject Property. The proposed development includes a 195-foot self-supported tower and associated equipment within a fenced compound area, with utilities routed along an access easement.

FIELD ACTIVITIES

EBI Consulting retained EVREN Northwest, Inc. to complete a reconnaissance-level geologic hazard assessment for the proposed telecommunications facility located in Oceanside, Oregon (Tillamook County Map ID: 1S10W19900). The assessment was conducted in accordance with Tillamook County Land Use Ordinance requirements and included a review of published geologic data, historical aerial imagery, and a site reconnaissance with limited subsurface exploration.

Field activities included site observations and advancement of four (4) hand-auger borings to evaluate near-surface soil and groundwater conditions.

FINDINGS AND CONCLUSIONS

Based on the investigation, subsurface conditions generally consist of a thin layer of topsoil over undocumented fill, underlain by weathered sandstone. Groundwater was not encountered during the exploration.

The Subject Property was evaluated for potential geologic hazards including landslides, earthquakes, liquefaction, and tsunami risk. No mapped landslides are present within the development area; however, regional mapping indicates a moderate susceptibility to landslides. Liquefaction and tsunami hazards are considered low due to site geology and elevation. The primary natural hazard identified is strong to severe seismic ground shaking typical of the Oregon coast.

Overall, the proposed development is considered to present a low risk from geologic hazards. However, development activities may increase certain risks; therefore, recommended mitigation measures should be implemented to reduce potential impacts. These measures include incorporating seismic design considerations into the structural design and implementing erosion control and vegetation management practices during and after construction, particularly on steeper slopes where erosion risk is considered low to moderate.

LIMITATIONS

This geologic hazard assessment is based on a limited scope of work that included a reconnaissance-level site visit, review of available published and unpublished data, and a small number of shallow hand-auger borings. As such, the findings and conclusions are dependent on the accuracy and completeness of available information and observations made at the time of the investigation. Subsurface conditions may vary across the site, and conditions not encountered during the exploration may exist.

The report does not eliminate the possibility of additional geologic hazards beyond those identified, and conclusions are based on professional judgment consistent with standard engineering geology practices. The recommendations provided are applicable only to the proposed development as described and may require reevaluation if site conditions or project plans change. This report is intended solely for the use of the client and should not be relied upon beyond its stated validity period.

Thank you for providing EBI the opportunity to assist you with this project. Please contact us if you have any questions or require additional information.

Respectfully submitted,

EBI CONSULTING



Eric Routh
Project Manager
(240) 338-0731
erouth@ebiconsulting.com



Stephanie Clorety, P.G.
Associate Program Director
(443) 695-6135
sclorety@ebiconsulting.com

Attachments: Geologic Hazard Assessment Report



RECONNAISSANCE-LEVEL GEOLOGIC HAZARD ASSESSMENT REPORT



Proposed Development
Oceanside, Oregon

Tillamook County Map ID:
1S10W19900

April 28, 2026

Prepared for:

EBI Consulting
21 B Street
Burlington, Massachusetts 01803

Project No. 2122-25001-01

EVREN NORTHWEST, INC.
P.O. Box 14488, Portland, Oregon 97293
T. 503-452-5561 / E. ENW@EVREN-NW.com

This

RECONNAISSANCE-LEVEL GEOLOGIC HAZARD REPORT

for:

Oceanside, Oregon
Tillamook County Map ID.: 1S10W19900

Has been prepared for the sole benefit and use of our Client:

EBI Consulting
Burlington, Massachusetts 01803
Email: sclorey@ebiconsulting.com
Phone: 443-695-6135

Prepared by:



EXP. 1/31/2027

1022

Lynn D. Green, C.E.G., Principal Engineering Geologist



Expires: 6/30/2028

Erik Uren, PE, Project Engineer

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Reconnaissance-Level Geologic Hazard Report
Proposed Development
Oceanside, Tillamook County, Oregon
Tillamook County Map ID.: 1S10W19 TL900

1.0 INTRODUCTION

EVREN Northwest, Inc. (ENW) is pleased to present our Reconnaissance-Level Geologic Hazard Report for the above-referenced property. This report has been prepared in general accordance with Tillamook County Land Use Ordinance (TCLUO) dated May 2022, Section 4.130(4), Geologic Hazard Report Standards, and standard engineering geology practices.¹ This report is valid for a period of five years from the date of the report.

The Tillamook County map identification for the approximate 293-acre property is Tax Lot 900, Township 1S Range 10W Section 19. This assessment, along with its findings and recommendations, is limited to a portion of the referenced property. The development area is shown on Figure 1. This report was prepared and signed by a Certified Engineering Geologist and a Professional Engineer, both licensed in the State of Oregon.

1.1 Purpose

The purpose of the assessment was to conduct a reconnaissance-level field investigation to evaluate the proposed development with respect to the Tillamook County Geologic Hazard Areas, as outlined in TCLUO Section 4.130. The referenced property is situated within a mapped geologic hazard zone; therefore, a Geologic Hazard Report is required for development of the site.

ENW completed the following scope of work:

- Reviewed published geologic and geologic hazard maps along with historical aerial photographs of the property.
- Conducted onsite reconnaissance of the subject property.
- Prepared this Reconnaissance-Level Geologic Hazard Report for the property.

1.2 Site Description

The referenced property is approximately six miles west of Tillamook, Oregon (see Figure 1) and is an undeveloped L-shaped property covered in trees and thick undergrowth. The development area is situated in the southern portion of the referenced lot (see Figure 2). The development area, appears to have been cleared of trees between 2017 and 2020 based on historical aerial photographs. Elevations on the referenced property range from approximately 100 feet² in the Short Creek valley to 931 feet near the southeast corner of the property (see Figure 1) but only range from approximately 748 feet at the north

¹ Oregon State Board of Geologist Examiners. May 30, 2014. Guidelines for Preparing Engineering Geologic Reports, 2nd Addition.

² All elevations in this report are referenced to the North American Vertical Datum of 1988 (NAVD88).

end of the proposed development area to approximately 763 feet at the southeast corner of the proposed development area (see Figure 3).

1.3 Project Description

ENW understands that EBI Consulting's Client is proposing to build a telecommunications facility consisting of nine (9) antennas, twelve (12) RPHs, two (2) surge protectors with two (2) fiber cables and six (6) DC cables, one (1) microwave antenna, and two (2) UBT-T ODU with two (2) fiber and two (2) CNT-400 coax cables on a 195-foot self-supported tower, as shown in Figure 3. Other proposed improvements include underground utilities and a 30kW generator. If significant changes are made to the proposed development, ENW should be contacted for further evaluation of the proposed project.

2.0 SITE SETTING

2.1 Topography/Geomorphology

The referenced property is located on the northern Oregon coastline along the foothills of the Tillamook Highlands of the Oregon Coast Range Mountains. The development area is situated on a ridge overlooking the Pacific Ocean (see Figure 1). Within the proposed development area, slopes range from approximately 10 to 15 percent (see Figures 2 and 3).

2.2 Hydrology

No streams, ponds, or shallow ground water seeps were observed near the development area.

2.3 Geology

2.3.1 Regional Geology

The geology of the Oregon Coastal Range is dominated by the subduction of the Juan de Fuca Oceanic Plate under the North American Continental Plate. Over the last 50 million years, as the two plates converged, small volcanic islands collided and accreted onto the western edge of the continental plate. Over several million years, the eroding accreted volcanic sediments mixed with the sediments deposited in the shallow and deep marine environments creating the older sedimentary rocks. About 25 million years ago, large volcanic vents opened in eastern Oregon and Washington releasing large volumes of flood basalts that flowed to the Oregon coastline. Because the Coast Range had not yet uplifted, the basalts were able to flow unimpeded into the shallow deltas off the Oregon and Washington coasts. This resulted in the basalts intruding into the marine sediments that were concurrently being deposited in the shallow and deep environments offshore. Over time, the Coast Range started to uplift, and the marine environments shifted westward. These uplifted older volcanics and sedimentary rocks comprise the core of the Oregon Coast Range.

The site and surrounding area lie on a complex of forested sandstone that range in elevation. The sandstone overlies the basaltic bedrock of the Columbia River Basalts and the marine Astoria Formation.

2.3.2 Site Geology

Geologic maps of the area indicate that site is mantled with the middle Miocene Sandstone at Cape Meares, which overlie the Grande Ronde Basalt of the Columbia River Basalt Group (CRBG)³ (see Figure 5). These units are discussed below:

Sandstone at Cape Meares (Tcm). The Sandstone at Cape Meares is described as light gray to yellow-orange, friable, well-sorted, micaceous lithic arkose; commonly with hummocky cross-stratification and convolute lamellae³.

Columbia River Basalts (CRBG). Grand Ronde Basalt flows of the CRBG form the basement bedrock beneath the site. Between 17 million and 6 million years ago, large-volume basalt flows originated in eastern Oregon and Washington and flowed, unimpeded, to the Oregon coastline through the ancestral Columbia River drainage forming pillow palagonite complexes and invasive sill-like bodies.³ Subsequent uplifting, folding, and faulting exposed the basalts, which are scattered throughout the northern Oregon Coast Range.

2.4 Hydrogeology/Ground Water

The subject property is located on a ridge between north and south facing slopes. The Pacific Ocean is to the west of the property and the entrance to Netarts Bay is to the southwest (see Figure 1). Review of the Oregon Water Resources Department Water Report Mapping Tool indicates that in May 2012, two borings were drilled on the property southwest of the development area. Both borings were drilled using mud rotary techniques, so groundwater was unable to be observed. The Water Report Mapping Tool does not show any other borings or wells in the vicinity of the proposed development area.

No shallow ground water springs, seeps, or ponds were observed near the development area during our field investigation. Short Creek lies on the property, approximately 0.4 miles north of the proposed development area.

3.0 RECONNAISSANCE-LEVEL FIELD INVESTIGATION

On April 20, 2026, ENW conducted a reconnaissance-level field investigation of the site to evaluate the surface and subsurface conditions at the proposed development area. In addition to making general observations related to the geology and geomorphic features of the development and surrounding areas, our investigation included advancing four (4) hand-auger borings in the proposed building area (designated HA-1 through HA-4) in the locations shown on Figures 2 and 3. The hand-auger borings were advanced between approximately two and five feet below ground surface (bgs). The surface and subsurface conditions are summarized below, and detailed logs of the hand-auger borings are included in Appendix A.

³ Wells, R.E., Snively, P.D. Jr., Macleod, N. S., Kelly, M. M., and Parker, M. J., 1994, Geologic Map of Tillamook Highlands, Northwest Oregon Coast Range, USGS Open-File Report 94-21.

3.1 Surface Conditions

The site is currently undeveloped and slopes from the southeast to north. The site is bounded by a gravel road to the south, west, and north and open land to the east. The proposed cell tower will be located near the center of the development area.

The development area is not located within a mapped landslide, but several historical landslides are mapped in the vicinity. On the day of our site visit, we observed no evidence of landslide movement in the development area.

3.2 Subsurface Conditions

ENW observed the following subsurface conditions in the hand-auger borings:

3.2.1 Topsoil

Approximately three inches of Topsoil consisting of organic-rich clayey sand was encountered in the hand-auger borings. The Topsoil was brown, moist, and loose, and contained varying amounts of roots and organics.

3.2.2 Undocumented Fill

Undocumented Fill consisting primarily of clayey SAND (SC)⁴ and sandy CLAY (CL) was encountered beneath the topsoil in all of the hand-auger explorations. The Undocumented Fill was dark brown with trace rust-colored mottles and loose or soft to medium stiff, and contained fine-grained sand and trace fine charcoal. The Undocumented Fill extended to depths between 2 and 4.5 feet bgs where it was underlain by native sandstone. The Undocumented Fill is mostly likely reworked native material (i.e., soil spoils derived from material excavated from nearby native material sources and placed in its current location).

3.2.3 Sandstone at Cape Meares

Wethered sandstone was encountered beneath the Undocumented Fill and extended to the total depth of the borings. The weathered sandstone consisted of clayey SAND and sandy CLAY which was dark brown to gray mottled to medium brown, dense or medium stiff, was non-plastic to medium plasticity, and contained fine-grained sand with fine gravel inclusions of sandstone and moderately cemented.

3.2.4 Shallow Ground Water

No shallow ground water was encountered in the hand-auger borings completed during our site investigation. No ground water seeps were observed on the site during our site investigation.

⁴ Unified Soil Classification (USCS) Group Name as defined in ASTM Standards D2487 and D2488

4.0 REVIEW OF POTENTIAL NATURAL HAZARDS

As noted above, the site is located within a Natural Hazard Zone and therefore requires a geologic hazard assessment in accordance with TCLUO Section 4.130. The following geologic hazards were evaluated:

4.1 Landslide Hazards

Mass wasting includes all forms of downslope movement of soil and rock material under the influence of gravity. It includes everything from barely perceptible soil creep to catastrophic mud flows and landslides. Steep slopes, weak soil and rock strength, and the various effects of water on soil and rock are the primary controlling factors for mass wasting. The potential for mass wasting can be increased by adding weight to the top of a slope or excavating soil from the lower portion of a slope.

Landslide Inventory Map. Review of the Oregon Department of Geology and Mineral Industries (DOGAMI) Statewide Landslide Database of Oregon (SLIDO) interactive maps indicate that the development area does not have any mapped landslides. North of the development area there are several mapped pre-historic landslides and west of the development area is a mapped pre-historic flow (see Figure 6a).

Deep-Seated Landslide Susceptibility. The DOGAMI Deep Landslide Susceptibility Map indicates that the hazard for deep-seated landslides in the development area is moderate (see Figure 6b)⁵. Areas around the development area are mapped as high.

Shallow Landslide Susceptibility. The DOGAMI Shallow Landslide Susceptibility Map indicates that the landslide hazard for the site is moderate with area of topographic prominence around the development area (see Figure 6c)⁶.

Rapidly Moving Landslide Hazard. The DOGAMI Rapidly Moving Landslide Map indicates that the potential for rapidly moving landslides impacting the site is low (see Figure 6d)⁷.

4.2 Earthquake Hazards

Geologic evidence for earthquake activity in Tillamook Counties is ambiguous and historical data are limited; however, the possibility of future faulting of undefined magnitude remains⁸. In the past three decades, geologists have determined that the Northwest is subject to infrequent, but very powerful (magnitude 9+ on the Richter Scale) subduction zone earthquakes on the offshore Cascadia Subduction Zone (CSZ) fault system. The CSZ is a 620-mile long “megathrust” fault that stretches from Cape Mendocino in California to Vancouver Island, British Columbia, Canada⁹. The fault line lies at the interface of the Juan de Fuca oceanic plate and the North American continental plate, where the ocean plate dives (subducts) below the continental plate. In this region, the subduction is locked, causing strain to accumulate as the CSZ builds energy towards the next earthquake.¹⁰ Due to the width and length of the

⁵ DOGAMI Open File Report O-20-13.

⁶ DOGAMI Open File Report O-20-13.

⁷ DOGAMI IMS-22.

⁸ J. Allan, L. Gabel. June 2022. Cascadia Earthquake Knowledge Points for Emergency Managers and the Public. DOGAMI Oregon

⁹ J. Allan, L. Gabel. June 2022. Cascadia Earthquake Knowledge Points for Emergency Managers and the Public. DOGAMI Oregon

¹⁰ J. Allan, L. Gabel. June 2022. Cascadia Earthquake Knowledge Points for Emergency Managers and the Public. DOGAMI Oregon

locked region of the fault zone, the CSZ has a history of producing very large (Moment magnitude $M_w > 8.7$) earthquakes.¹¹ The most recent CSZ earthquake known to have occurred in the Northwest was in January 1700. The estimated M_w of 9.0 that earthquake triggered a tsunami, which inundated the area¹² and was recorded as far away as Japan. Geologists have determined that very large subduction zone earthquakes occur on a 300- to 500-year recurring basis and that smaller, but still significant, subduction related earthquakes occur on a much more frequent basis. Over the last 10,000 years, geologic evidence suggests that more than 40 earthquakes with M_w of 8.0 or higher have occurred, including 19 that were around M_w 9.0.

4.2.1 Amplification of Ground Shaking

The subject site is within an area of the state where peak ground accelerations modified for site conditions can reach 0.98g once every 1,000 years, which can inflict considerable damage in specially designed structures and great damage in ordinary structures during an earthquake¹³. Earthquake shaking potential at the site and surrounding area is expected to be severe (see Figure 7).

ENW recommends that the amplification of ground shaking be incorporated into the design of the foundation and the structure.

4.2.2 Liquefaction

Liquefaction occurs when saturated soils (primarily, but not exclusively, clean sands and gravels) are subjected to shaking from an earthquake. As the shaking occurs, the pore pressures within soil increases and forces the individual grains apart, causing the soil to lose its strength and fail. Soil failure due to liquefaction may result in large differential settlement across the site and lateral spreading.

The risk of earthquake induced liquefaction as mapped by DOGAMI is very low (see Figure 8). Based on our observation of sandstone at shallow depths, ENW concurs with the liquefaction hazard assessment.

4.3 Tsunamis

Tsunamis are seismically generated sea waves that typically cause catastrophic flooding when they strike coastal areas. Major earthquakes that occur anywhere in the Pacific Basin have the potential to generate a tsunami that could impact the development area. However, the greatest threat is from an earthquake occurring along the CSZ, located just offshore of the Pacific Northwest coastline. The magnitude of the earthquake and its resultant tsunami are primarily driven by the amount and geometry of the slip that takes place when the North American Plate snaps westward over the Juan de Fuca Plate during a CSZ event. Due to the elevation of the site, the risk of tsunami inundation is low (see Figure 9).

¹¹ J. Allan, L. Gabel. June 2022. Cascadia Earthquake Knowledge Points for Emergency Managers and the Public. DOGAMI Oregon

¹² J. Allan, L. Gabel. June 2022. Cascadia Earthquake Knowledge Points for Emergency Managers and the Public. DOGAMI Oregon

¹³ Madin, I. P. and Mabey, M. A., 1996, Earthquake Hazard Maps for Oregon: Geological Map Series GMS-100, issued by the State of Oregon Department of Geology and Mineral Industries.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The conclusions and recommendations in this report are based on the information provided to us including prior investigations of the site, results of this focused reconnaissance-level site investigation, and professional judgment. Our opinions are limited due to the relatively few hand-auger borings completed to evaluate the site's subsurface soil and ground water conditions. The conclusions presented in this report are based on the assumption that the soil conditions do not deviate appreciably from those encountered during our site visit. If site conditions are found to deviate, ENW should be contacted and provided with the opportunity to amend the recommendations presented in this report.

5.1 Conclusions

Based on our reconnaissance-level site assessment and the findings discussed above, it is ENW's opinion that the proposed development is at a low risk from natural hazards; however, the proposed future development may increase the risk from natural hazards; therefore, mitigation measures should be considered to reduce the risk. The following natural hazards were identified on the site:

- Landslide
- Erosion
- Earthquake

5.2 Landslide Hazards Mitigation

The proposed cell tower is in a flatter area of the property; therefore, the risk of landslide damage is low. It is ENW's opinion that the proposed cell tower can be constructed in the proposed location without measures to mitigate or control the risk of landslide hazards to the referenced property or to adjacent properties resulting from the proposed development activity.

5.3 Erosion Hazard Mitigation

The risk of erosion and continued landslides along steep hillsides in the area is low to moderate. Removal of trees and understory vegetation on the steeper slopes in the area may increase the risk of erosion and isolated slope failures. To reduce the potential for landslides and erosion on the steep slopes, ENW recommends the following:

- Limit the removal of trees and understory vegetation.
- Any land disturbed during construction should be revegetated with native shrubs and trees as soon as practicable after completion of the work.
- The contractor should protect exposed soils from stormwater concentrations using erosion control mats and/or silt fences.

5.4 Earthquake Hazard Mitigation

The subject site is within an area of the state where peak ground accelerations modified for site conditions can reach 0.98g once every 1,000 years, which can inflict considerable damage even in specially designed structures during an earthquake. ENW recommends that the amplification of ground shaking be incorporated into the design of the foundation and the structure.

6.0 DOCUMENT REVIEW AND CONSTRUCTION MONITORING

ENW should be given the opportunity to review the final plans and specifications for the proposed site development. Our review will allow us to finalize the recommendations presented in this report and to ensure that they are incorporated into the design. Special Inspections will likely be required by Tillamook County during construction; ENW recommends that you retain ENW to provide Special Inspections during the development of the site to verify that the recommendations presented in this report were followed.

7.0 LIMITATIONS

The scope of this report is limited to observations made during on-site work; interviews with knowledgeable sources; and review of readily available published and unpublished reports and literature. As a result, the conclusions are based on information supplied by others as well as interpretations by qualified parties. Conclusions and recommendations presented in this assessment were prepared in accordance with generally accepted professional geologic engineering principles and practices. We make no other warranty, either express or implied.

We have performed our services for this project in accordance with our agreement and understanding with the Client. This document and the information contained herein have been prepared solely for the use of the Client. We have performed this study under a limited scope of services per our agreement. It is possible, despite the use of reasonable care and interpretation, that we may have failed to identify the presence of geological hazards other than those specifically mentioned in this assessment. We assume no responsibility for conditions that we did not specifically evaluate, or conditions that were not generally recognized at the time this report was prepared. This report is subject to review and should not be relied upon after a period of 5 years.

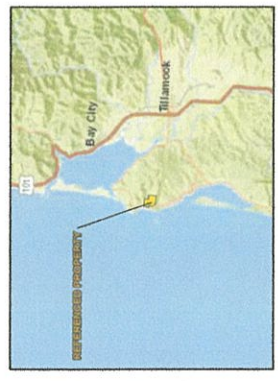
Figures



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
O. BOLLAY, AIA/ARB	E. VERN, AIA/ARB	M. CONWELL, AIA/ARB	21722-25001-01

Legend

- DEVELOPMENT AREA
- REFERENCED PROPERTY

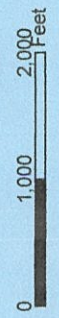


NOTES:

1. BASE MAP DEVELOPED FROM USGS AND ESRI (2022).
2. TAX LOT BOUNDARY PROVIDED BY TILLAMOOK COUNTY.
3. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



FIGURE 1
SITE VICINITY MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON





Legend

- DEVELOPMENT AREA
- PROPOSED TOWER
- HAND AUGER

NOTES:

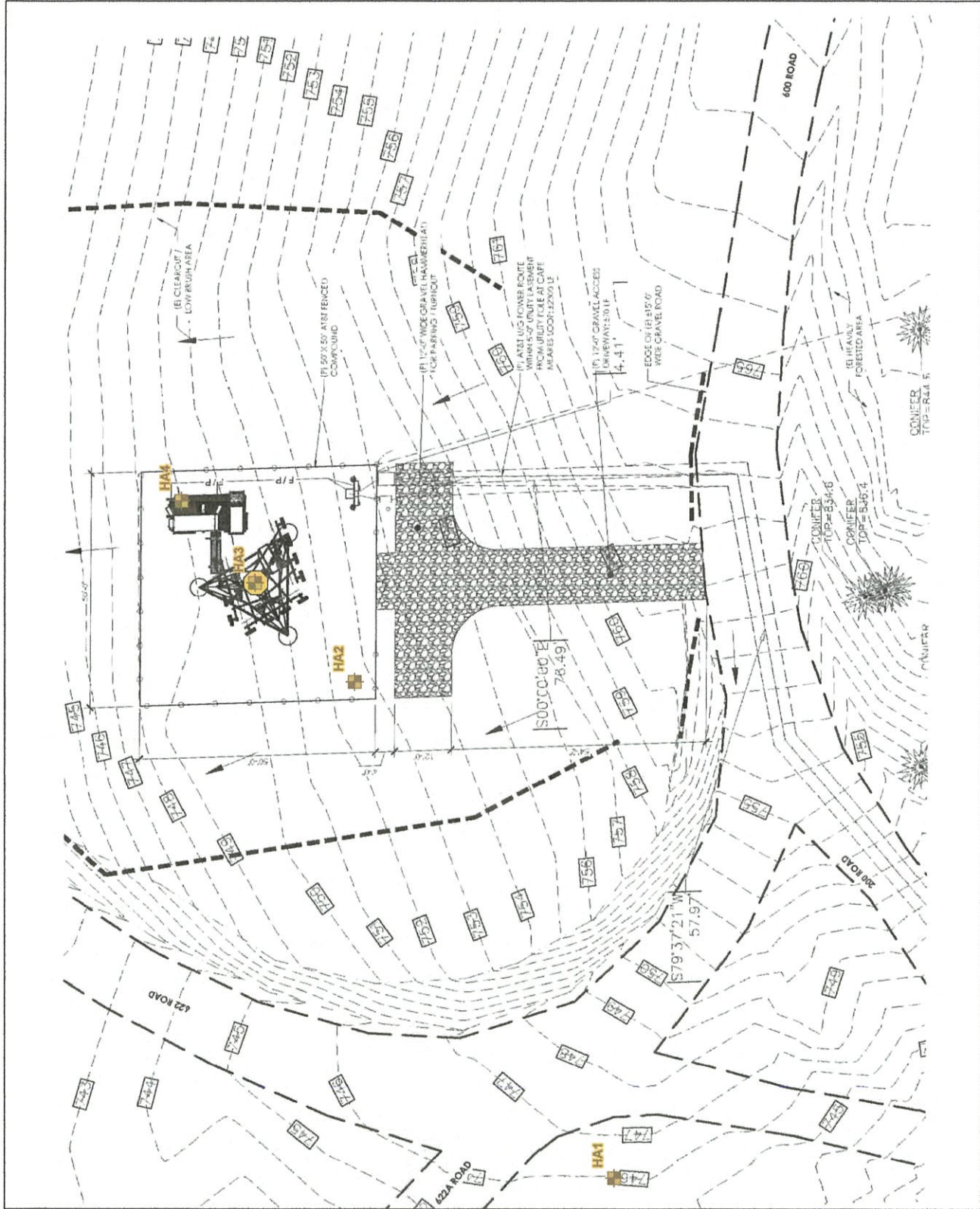
1. SURVEY MAP FROM AMBIT CONSULTING, BELLINGHAM, WA, LAST REVISED 04/01/2025.
2. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



FIGURE 2

EXISTING SITE PLAN

EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



Legend

- PROPOSED TOWER
- HAND AUGER

NOTES:

1. PROPOSED SITE PLAN FROM CT14 OCEANSIDE FINAL ZONING DRAWINGS LAST REVISED 04/02/25.
2. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.

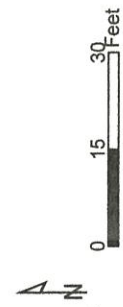
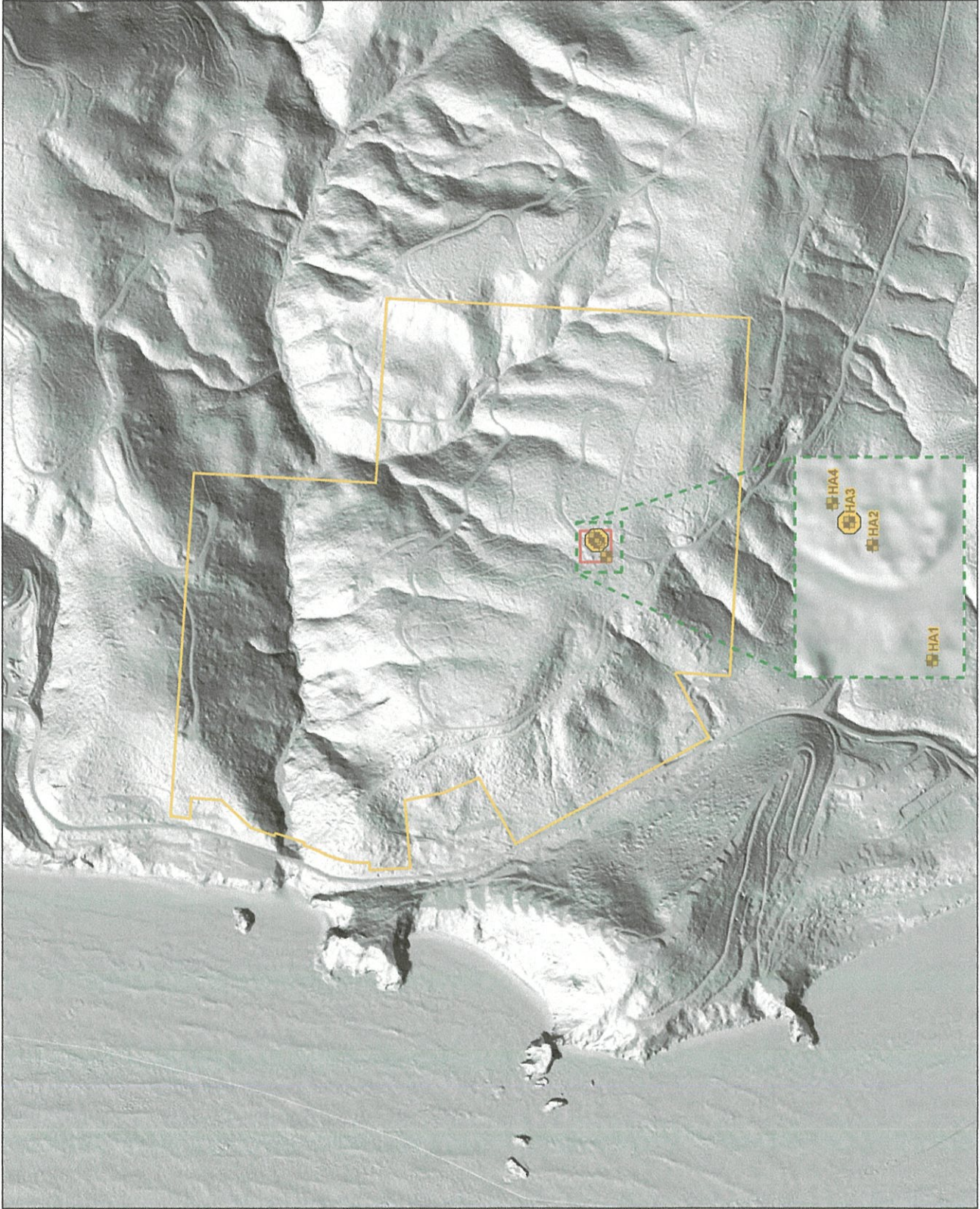


FIGURE 3

PROPOSED DEVELOPMENT PLAN
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON

DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
B. BOUTY 4/23/2024	E. URMER 4/23/2024	M. CORWELL 4/23/2024	2122-25001-01



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
D. CATALY 4/26/2009	E. URBAN 4/26/2009	M. CORRELL 4/26/2009	2172-25001-01

Legend

- REFERENCED PROPERTY
- DEVELOPMENT AREA
- PROPOSED TOWER
- HAND AUGER

NOTES:

- HILLSHADE LAYER FROM DOGAMI
LIDAR DATABASE LDQ-45123D8 - NETARTS
(2009).
- SYMBOLS REPRESENT APPROXIMATE
LOCATION AND DO NOT ALWAYS REPRESENT
EXACT SHAPE, SIZE, OR ORIENTATION.

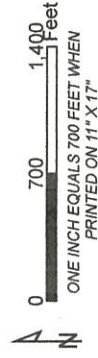
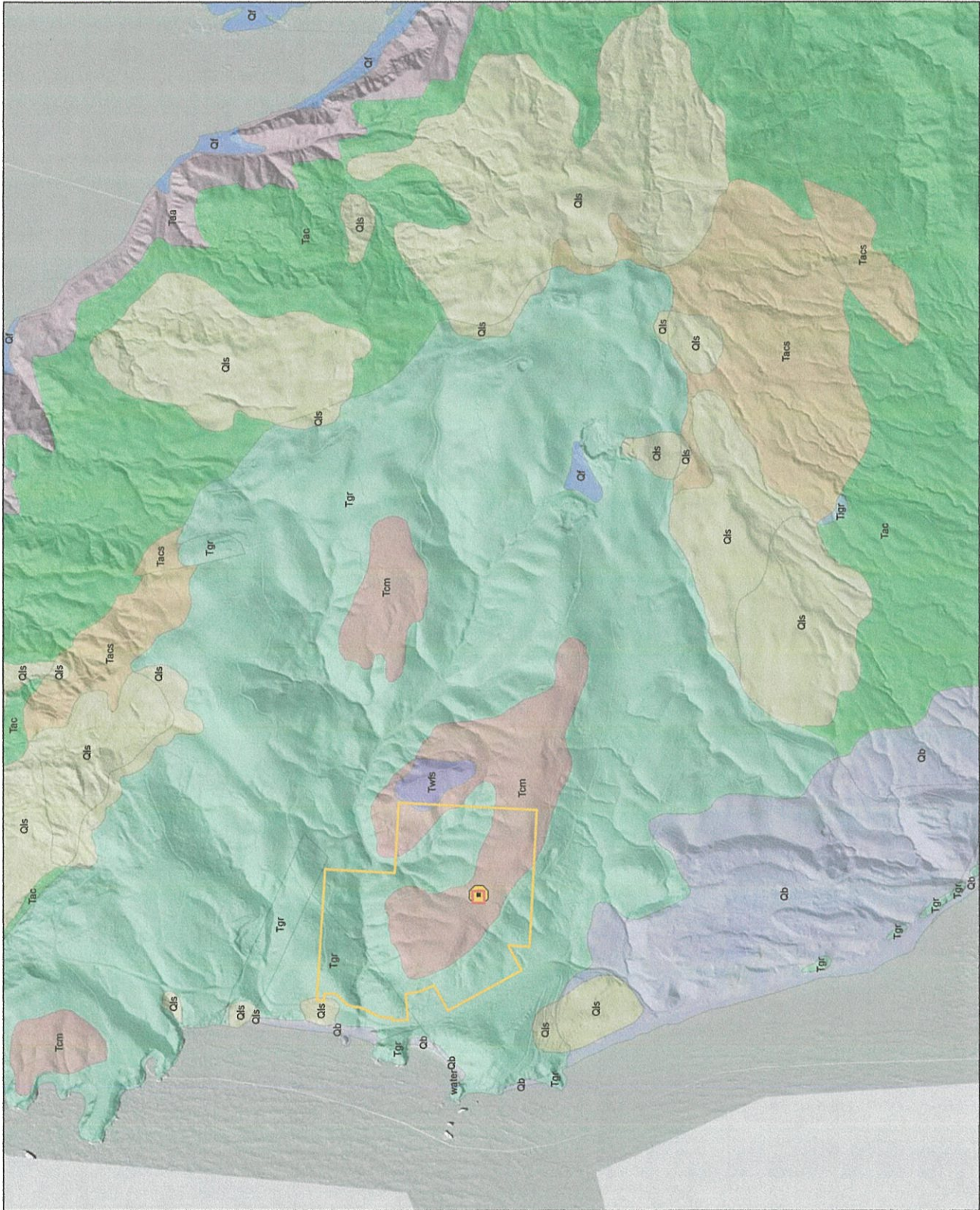
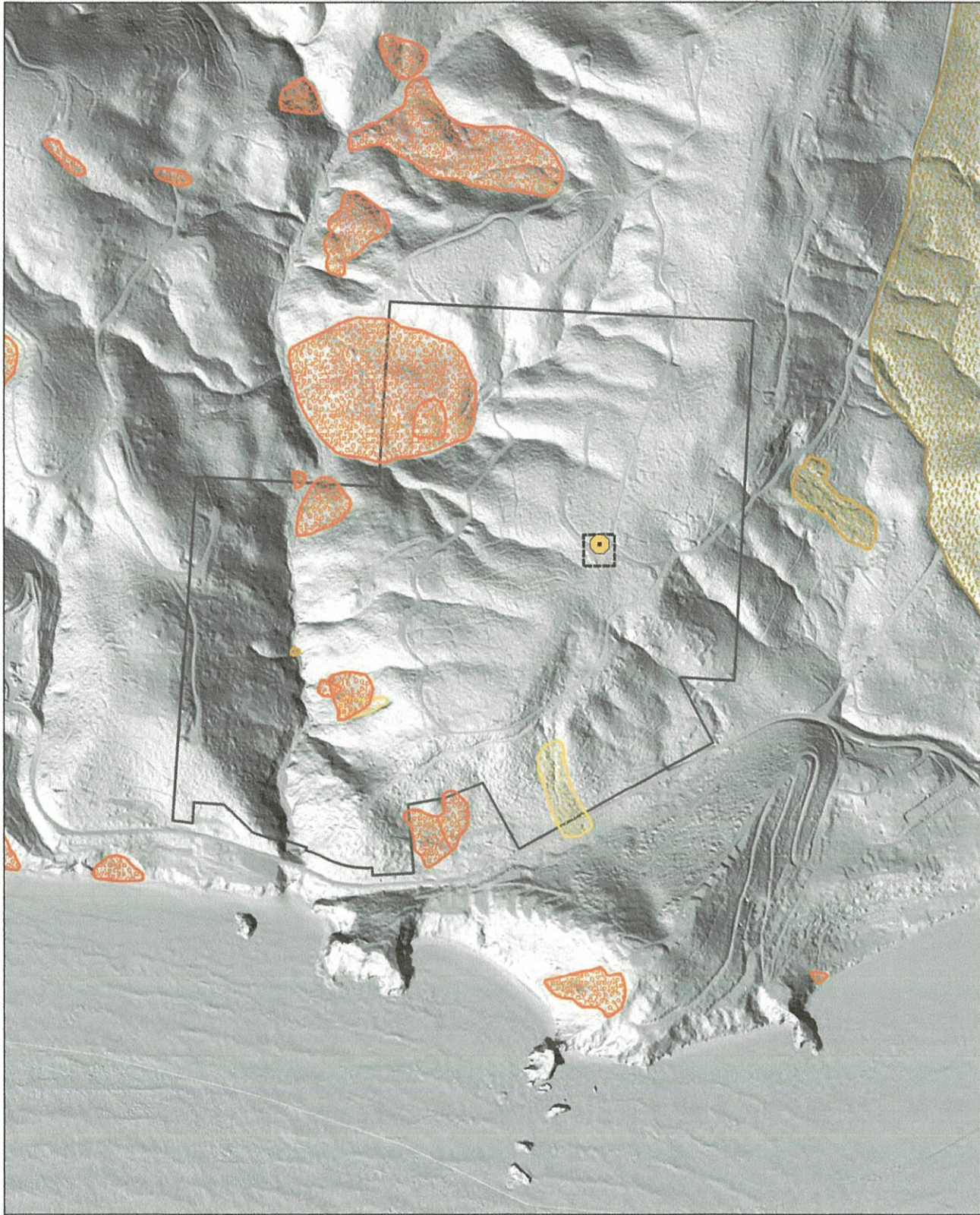


FIGURE 4

LIDAR MAP

EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON





DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
B. BOLLY, MARCH 2009	E. VITALE, APRIL 2009	M. CORTELLI, APRIL 2009	21723-25001-01

Legend

- REFERENCED PROPERTY
- DEVELOPMENT AREA
- PROPOSED TOWER
- MOVEMENT TYPE, AGE
 - Complex, Pre-Historic (>150yrs)
 - Flow, Historic (<150yrs)
 - Flow, Pre-Historic (>150yrs)
 - Slide, Historic (<150yrs)
 - Slide, Pre-Historic (>150yrs)

NOTES:

- HILL SHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ-45123D8 - NETARTS (2009).
- LANDSLIDE DEPOSIT DATA FROM DOGAMI OPEN FILE REPORT DATABASE O-20-13.
- SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.

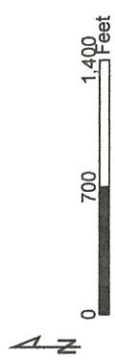
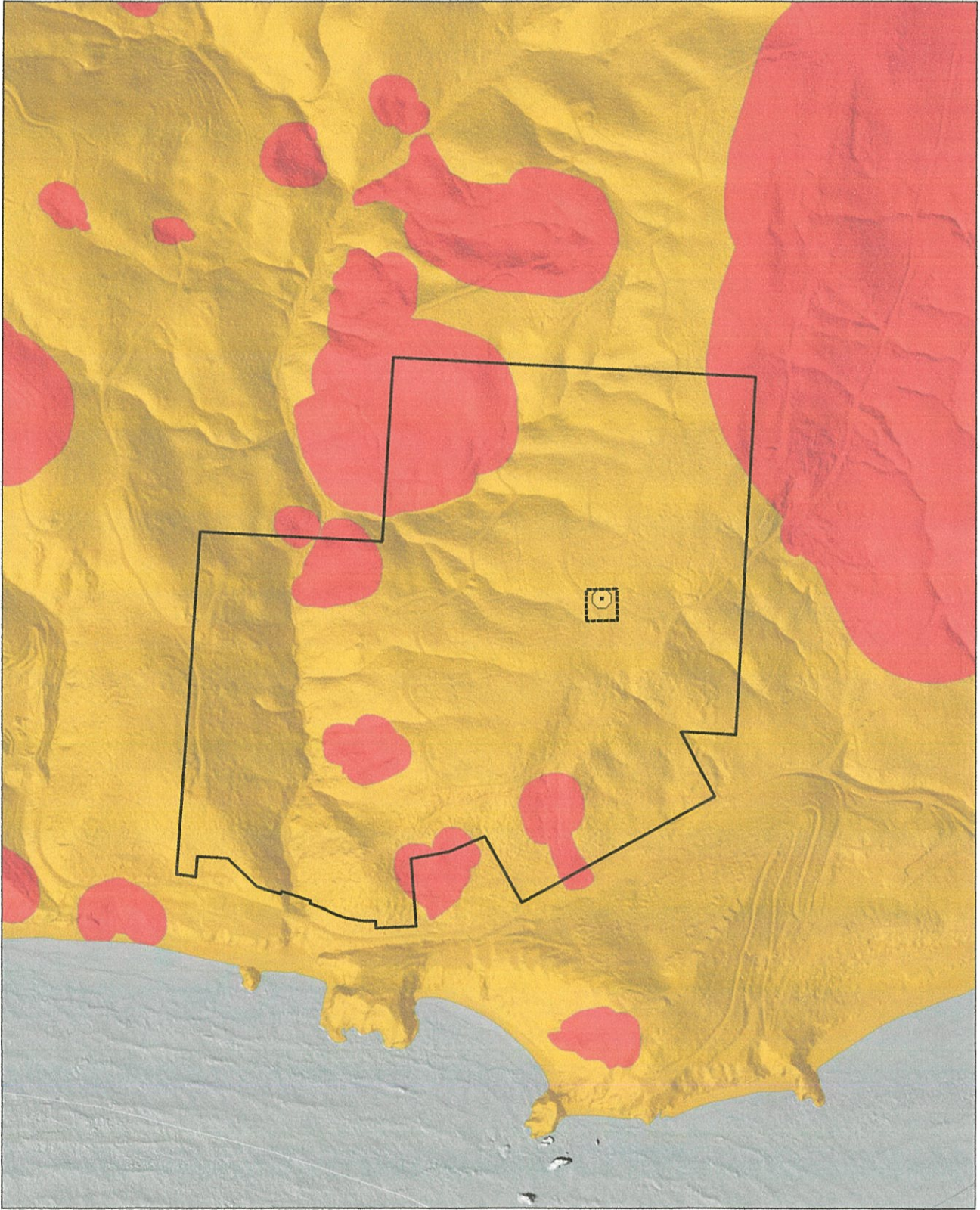


FIGURE 6A

LANDSLIDE DEPOSIT MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
D. BOLLAT, 4/26/2009	E. VERN, 4/26/2009	M. CONWAY, 4/26/2009	2122-25001-01

Legend

- REFERENCED PROPERTY
- DEVELOPMENT AREA
- PROPOSED TOWER
- DEEP LANDSLIDE SUSCEPTIBILITY
 - HIGH
 - MODERATE
 - LOW

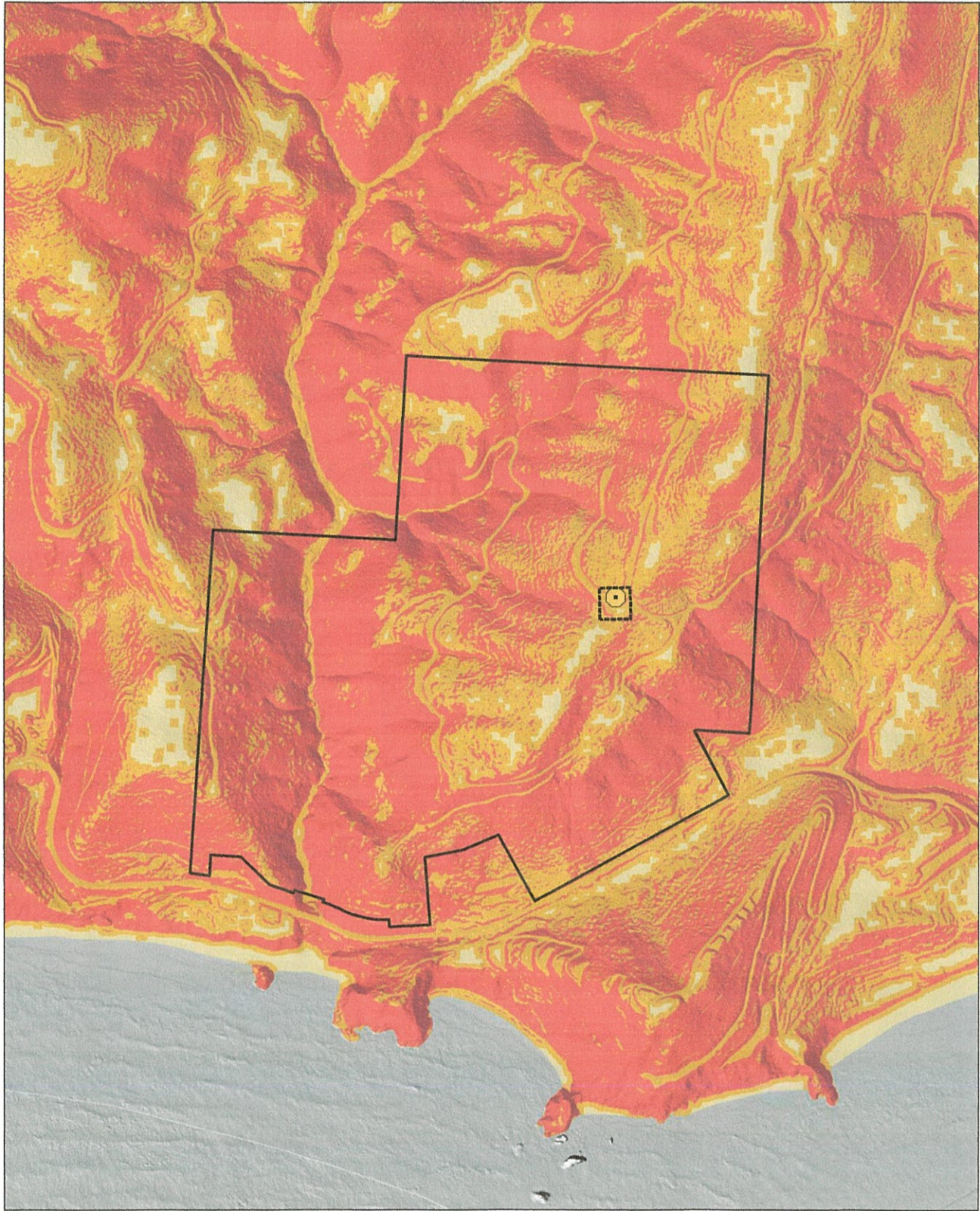
NOTES:

1. HILLSHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ-45123D8 - NETARTS (2009).
2. LANDSLIDE DEPOSIT DATA FROM DOGAMI OPEN FILE REPORT DATABASE O-20-13.
3. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



FIGURE 6B

DEEP LANDSLIDE HAZARD MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
D. BUCKLEY, 4/26/2009	E. URBAN, 4/26/2009	M. CONNELL, 4/26/2009	2123-20091-01

Legend

- REFERENCED PROPERTY
- DEVELOPMENT AREA
- PROPOSED TOWER
- SHALLOW LANDSLIDE SUSCEPTIBILITY
 - LOW
 - MODERATE
 - HIGH

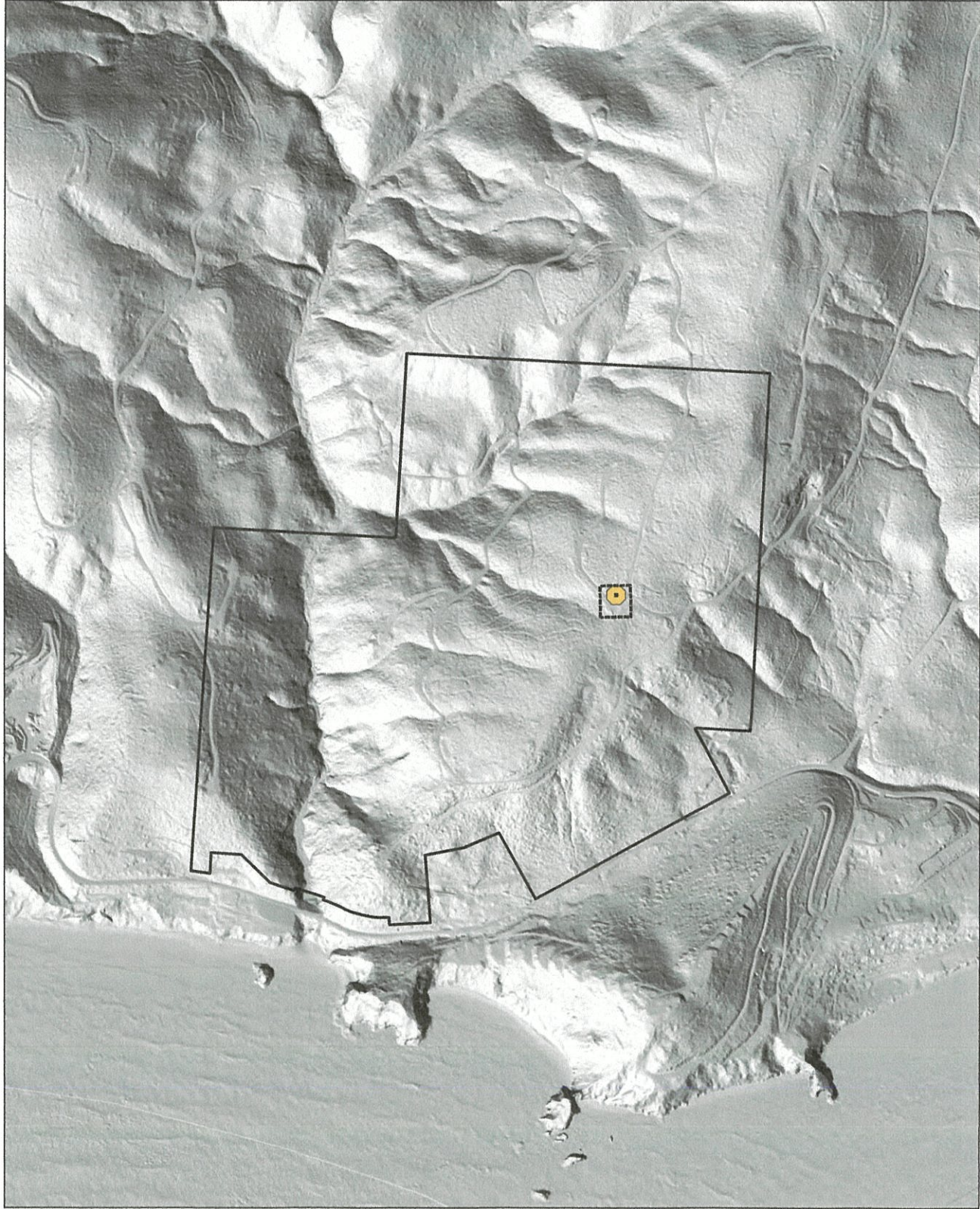
NOTES:

1. HILLSHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ-45123D8 - NETARTS (2009).
2. LANDSLIDE DEPOSIT DATA FROM DOGAMI OPEN FILE REPORT DATABASE O-20-13.
3. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



FIGURE 6C

SHALLOW LANDSLIDE HAZARD MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
D. BULLY, 4/26/2009	E. URBEN, 4/26/2009	M. CORRELL, 4/26/2009	2122-25001-01

Legend

-  REFERENCED PROPERTY
-  DEVELOPMENT AREA
-  PROPOSED TOWER
-  POTENTIAL RAPIDLY MOVING LANDSLIDE

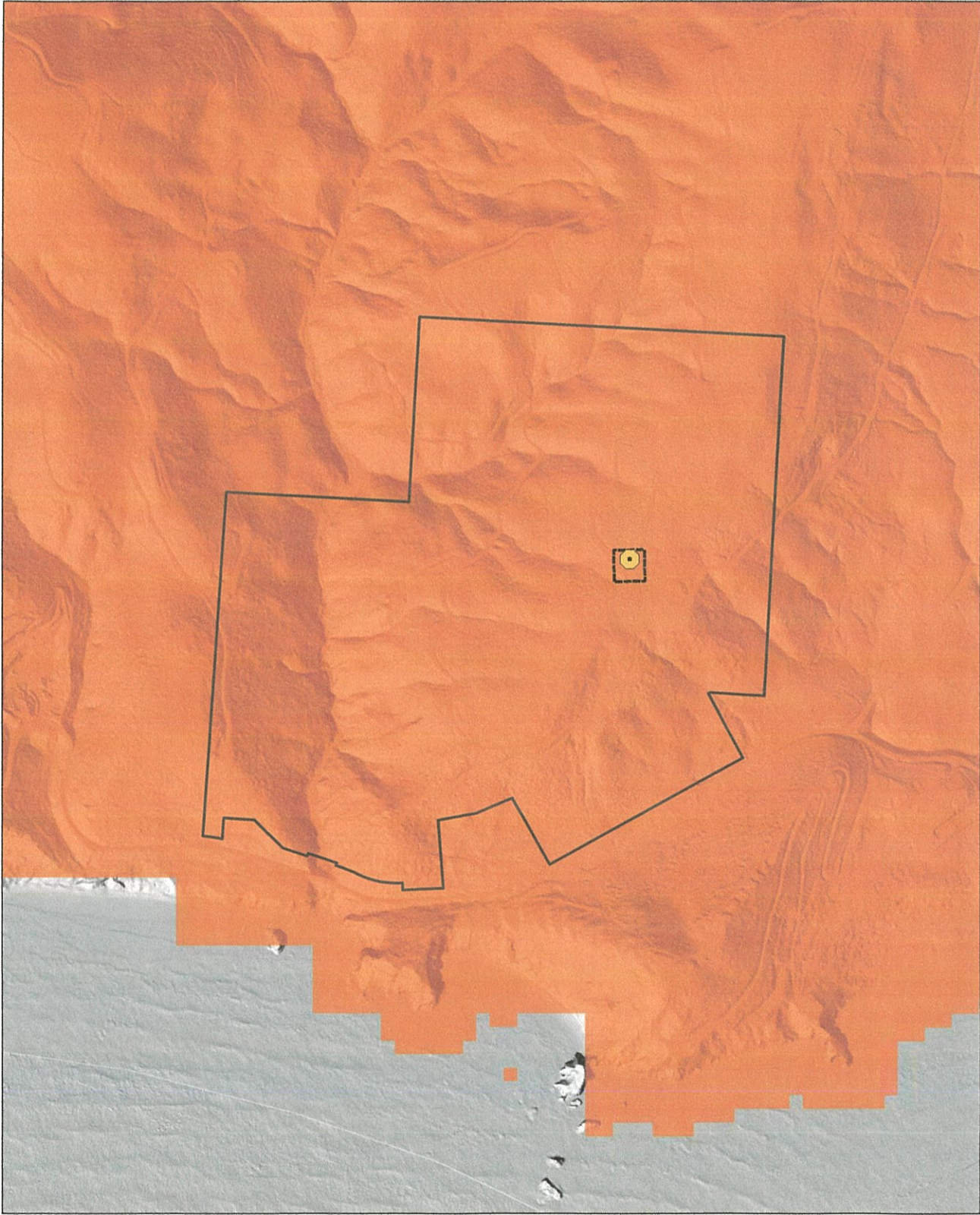
NOTES:

1. HILLSHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ-45123D8 - NETARTS (2009).
2. LANDSLIDE DATA FROM DOGAMI IMS-22, GIS OVERVIEW MAP OF POTENTIAL MOVING LANDSLIDE HAZARDS IN WESTERN OREGON, 2002.
3. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



FIGURE 6D

RAPIDLY MOVING LANDSLIDE MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



DRAWN BY	APPROVED BY	CHECKED BY	DATE	PROJECT
D. SCALLY 4/26/2024	M. CORRELL 4/26/2024	E. URBAN 4/26/2024	2122-25001-01	2122-25001-01

Legend

-  REFERENCED PROPERTY
-  DEVELOPMENT AREA
-  PROPOSED TOWER
-  SEVERE (VIII)

NOTES:

1. HILLSHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ-45123D8 - NETARTS (2009).
2. EARTHQUAKE SHAKING INTENSITY DATA FROM DOGAMI GIS SERVER (2022).
3. SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.

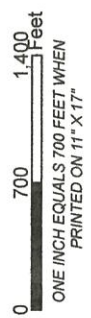
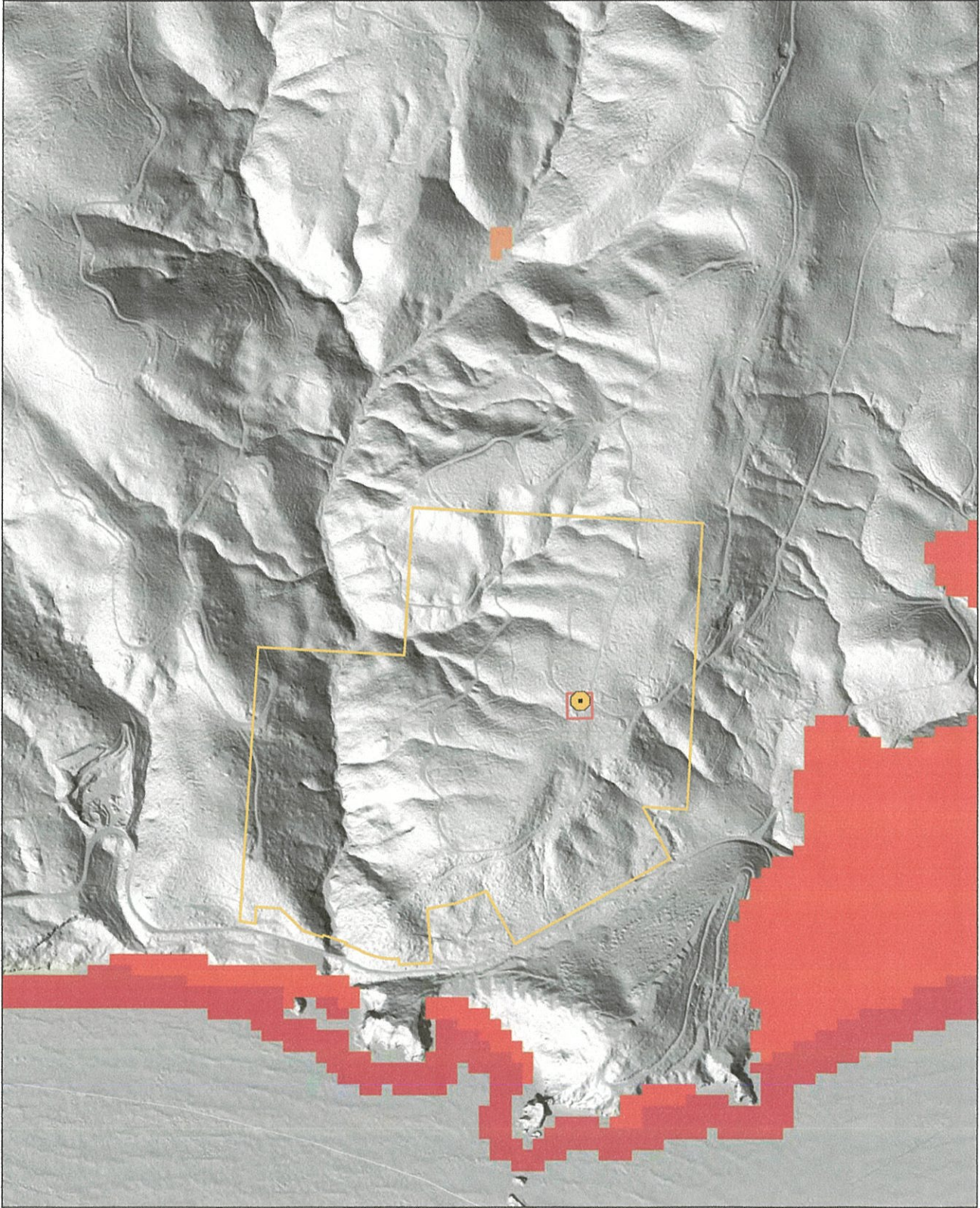


FIGURE 7

EARTHQUAKE SHAKING MAP
EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
D. C. K. A. 4/20/2024	E. J. W. B. 4/20/2024	M. C. P. 4/20/2024	2122-25001-01

Legend

- REFERENCED PROPERTY
- DEVELOPMENT AREA
- PROPOSED TOWER

LIQUEFACTION SUSCEPTIBILITY MAP

- None
- Very Low
- Low
- Moderate
- High
- Very High

NOTES:

- HILL SHADE LAYER FROM DOGAMI LIDAR DATABASE LDQ45123D8 - NETARTS (2009).
- LIQUEFACTION SUSCEPTIBILITY DATA FROM DOGAMI GIS DATABASE (2022).
- SYMBOLS REPRESENT APPROXIMATE LOCATION AND DO NOT ALWAYS REPRESENT EXACT SHAPE, SIZE, OR ORIENTATION.



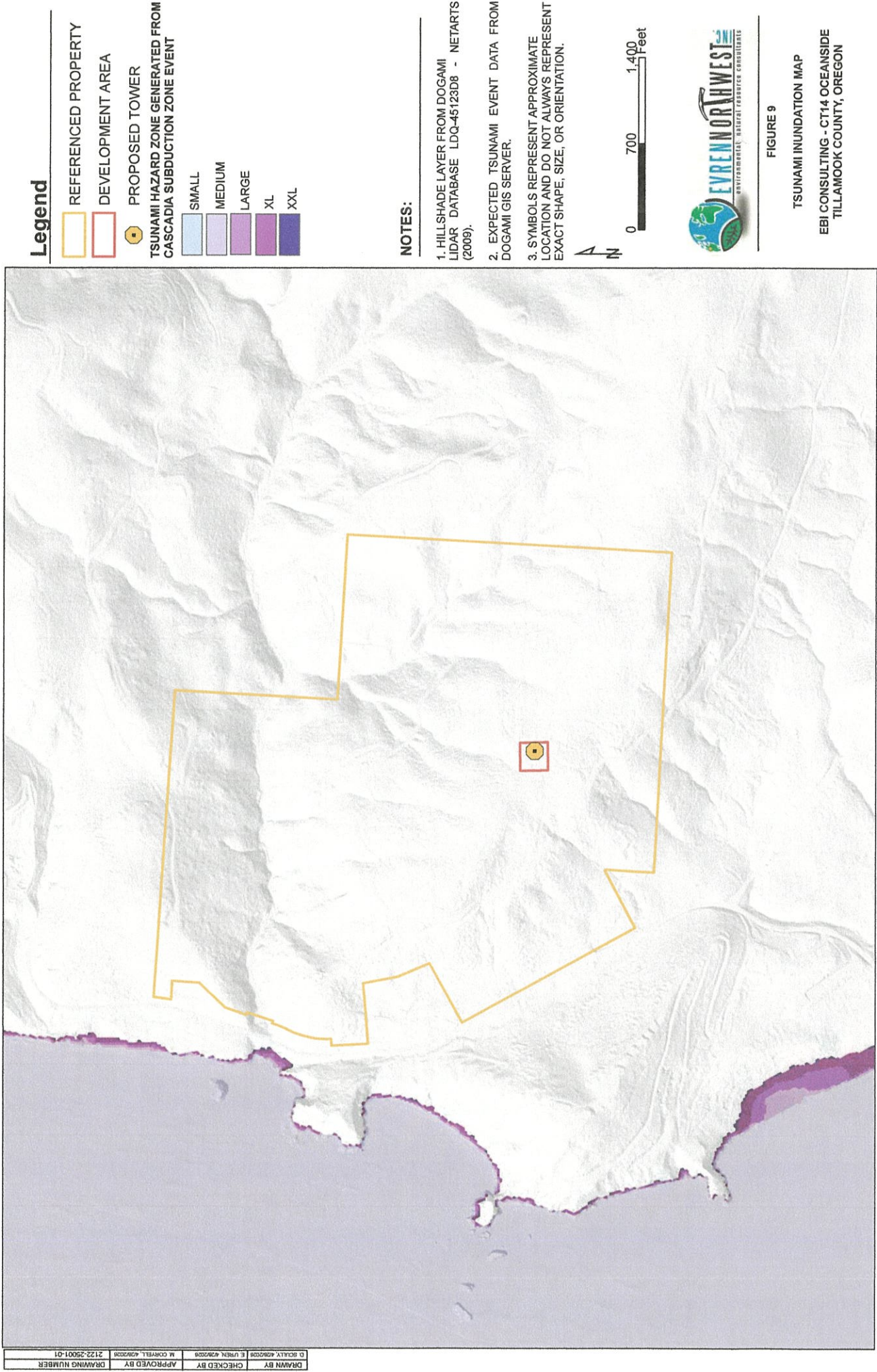
0 900 1,800 Feet



FIGURE 8

LIQUEFACTION MAP

EBI CONSULTING - CT14 OCEANSIDE
TILLAMOOK COUNTY, OREGON



Appendix A
Hand-Auger Logs

RELATIVE DENSITY – COARSE-GRAINED SOILS															
Relative Density		Standard Penetration Resistance		Dames & Moore Sampler (140-point hammer)		Dames & Moore Sampler (300-pound hammer)									
Very Loose		0-4		0-11		0-4									
Loose		4-10		11-26		4-10									
Medium Dense		10-30		26-74		10-30									
Dense		30-50		74-120		30-47									
Very Dense		More than 50		More than 120		More than 47									
CONSISTENCY – FINE GRAINED SOILS															
Consistency		Standard Penetration Resistance		Dames & Moore Sampler (140-pound hammer)		Dames & Moore Sampler (300-pound hammer)		Unconfined Compressive Strength (tsf)							
Very Soft		Less than 2		Less than 3		Less than 2		Less than 0.25							
Soft		2-4		3-6		2-5		0.25-0.5							
Medium Stiff		4-8		6-12		5-9		0.5-1.0							
Stiff		8-15		12-25		9-19		1.0-2.0							
Very Stiff		15-30		25-65		19-31		2.0-4.0							
Hard		More than 30		More than 65		More than 31		More than 4.0							
PRIMARY SOIL DIVISIONS				GROUP SYMBOL		GROUP NAME									
COARSE-GRAINED SOILS (more than 50% retained on No. 200 sieve)		GRAVEL (more than 50% of coarse fraction retained on No. 4 sieve)		CLEAN GRAVELS (< 5% fines)		GW or GP		GRAVEL							
				GRAVEL WITH FINES (≥ 5% and ≤ 12% fines)		GW-GM or GP-GM		GRAVEL with silt							
						GW-GC or GP-GC		GRAVEL with clay							
				GRAVEL WITH FINES (> 12% fines)		GM		silty GRAVEL							
						GC		clayey GRAVEL							
				GC-GM		silty, clayey GRAVEL									
		SAND (50% or more of coarse fraction passing No. 4 sieve)		CLEAN SANDS (< 5% fines)		SW or SP		SAND							
				SANDS WITH FINES (≥ 5% and ≤ 12% fines)		SW-SM or SP-SM		SAND with silt							
						SW-SC or SP-SC		SAND with clay							
				SANDS WITH FINES (> 12% fines)		SM		silty SAND							
						SC		clayey SAND							
						SC-SM		silty, clayey SAND							
FINE-GRAINED SOILS (50% or more passing No. 200 sieve)		Liquid limit less than 50		ML		SILT									
				CL		CLAY									
				CL-ML		silty CLAY									
				OL		ORGANIC SILT or ORGANIC CLAY									
		Liquid limit 50 or greater		MH		SILT									
				CH		CLAY									
				OH		ORGANIC SILT or ORGANIC CLAY									
				PT		PEAT									
HIGHLY ORGANIC SOILS															
MOISTURE CLASSIFICATION		ADDITIONAL CONSTITUENTS													
Term		Field Test		Secondary granular components or other materials such as organics, man-made debris, etc.											
dry		very low moisture, dry to touch		Percent		Silt and Clay In:		Percent		Sand and Gravel In:					
moist		damp, without visible moisture				Fine-Grained Soils				Coarse-Grained Soils		Fine-Grained Soils		Coarse-Grained Soils	
				< 5		trace		trace		< 5		trace		trace	
				5-15		few		few		5-15		few		few	
				16-30		little		little		16-30		little		little	
wet		visible free water, usually saturated		30-49		some		some		30-49		some		some	
		SOIL CLASSIFICATION SYSTEM						TABLE A-1							

File: T:\ENW\Projects\2122 (EBI Consulting)\25001 (510190000900 Ocean side)\01 (ReconGeotaz)\Logs\2122-25001-01 Hand Auger.log Date: 4/23/2026

EVREN Northwest, Inc.				Boring Log No. HA-1 Proposed Development											
Location: Tillamook County Map No 1S10W19900												WO#: 2122-25001-01			
Method: Hand auger												Ground EL:			
Hammer:						Hammer weight (lb):						Hole depth (ft): 5.33			
Sampler:						Drop (in):		G.W.T. @ Drilling (ft):				Sampled by: DMS			
Driller: EVREN Northwest						Drill Date: 4/20/2026						Logged by: DMS			

Depth	Strata	GWT	No.	Type	Blows Per 6"	USCS	Soil Description	SPT. blow/ft Moisture %				Notes
								0	20	40	60	
0	 GWT not encountered		1			SC	Clayey SAND (SC) brown, moist, trace organics (Topsoil).					
SC						Clayey SAND (SC) dark brown with trace rust-colored mottles, moist, loose, unconsolidated inclusions of sandy clay, sand is fine, trace fine charcoal (Undocumented Fill).						
						Medium dense with minor angular gravels at 1.5 feet.						
1												
2			2			CL	Sandy CLAY (CL) dark brown, soft, unconsolidated, minor gravel, low to medium plasticity, sand is fine, trace fine charcoal (Undocumented Fill).					
3												
4							Soft to medium stiff at 4 feet.					
5			3			CL	Sandy CLAY (CL) gray mottled to medium brown and brown, moist, medium stiff, low to medium plasticity, sand is fine, fine gravel sized inclusions of sandstone (Sandstone at Cape Meares).					
6							Hand auger refusal at 5.33 feet.					
7												

Remarks:

EVREN Northwest, Inc.

Boring Log No. HA-2 Proposed Development

Location: Tillamook County Map No 1S10W19900

WO#: 2122-25001-01

Method: Hand auger

Ground EL:

Hammer:

Hammer weight (lb):

Hole depth (ft): 2.5

Sampler:

Drop (in):

G.W.T. @ Drilling (ft):

Sampled by: DMS

Driller: EVREN Northwest

Drill Date: 4/20/2026

Logged by: DMS

Depth	Strata	GWT	No.	Type	Blows Per 6"	USCS	Soil Description	■ SPT. blow/ft ○ Moisture %	Notes
0						SC	Clayey SAND (SC) brown, moist, trace organics (Topsoil).	0 20 40 60	0
1						SC	Clayey SAND (SC) dark brown with trace rust mottles, moist, very loose to loose, sand is fine, minor large pieces of woody debris, trace fine charcoal (Undocumented Fill).		1
2			1			SC	Clayey SAND (SC) gray mottled to rust-colored, moist, dense, sand is fine, trace silt, moderately cemented (Sandstone at Cape Meares). Hand auger refusal at 2.5 feet.		2
3									3
4									4
5									5
6									6
7									7

Remarks:

File: T:\ENM\Projects\2122 (EBI Consulting)\25001 (1510190000900 Oceanside)\01 (ReconGeotiaz)\Log\2122-25001-01 Hand Auger.log Date: 4/23/2026

EVREN Northwest, Inc.				Boring Log No. HA-3 Proposed Development													
Location: Tillamook County Map No 1S10W19900												WO#: 2122-25001-01					
Method: Hand auger												Ground EL:					
Hammer:						Hammer weight (lb):						Hole depth (ft): 3					
Sampler:						Drop (in):				G.W.T. @ Drilling (ft):				Sampled by: DMS			
Driller: EVREN Northwest						Drill Date: 4/20/2026						Logged by: DMS					

Depth	Strata	GWT	No.	Type	Blows Per 6"	USCS	Soil Description	SPT. blow/ft ○ Moisture %				Notes
								0	20	40	60	
0	GWT not encountered			1		SC	Clayey SAND (SC) brown, moist, trace organics (Topsoil).					0
CL						Sandy CLAY (CL) brown, moist, soft, sand is fine, trace organics and charcoal (Undocumented Fill).						
						Medium stiff at 2 feet.						
3						SC	Clayey SAND (SC) gray mottled to rust-colored, moist, dense, sand is fine, trace silt, moderately cemented (Sandstone at Cape Meares). Hand auger refusal at 3 feet.					3
4												4
5												5
6												6
7												7

Remarks:

File: T:\ENW\Projects\2122 (EBI Consulting)\25001 (1510190000900 Oceanside)\01(reconGeotaz)\Logs\2122-25001-01 Hand Auger.log Date: 4/23/2026

EVREN Northwest, Inc.						Boring Log No. HA-4 Proposed Development							
Location: Tillamook County Map No 1510W19900										WO#: 2122-25001-01			
Method: Hand auger										Ground EL:			
Hammer:					Hammer weight (lb):					Hole depth (ft): 4.5			
Sampler:				Drop (in):		G.W.T. @ Drilling (ft):				Sampled by: DMS			
Driller: EVREN Northwest					Drill Date: 4/20/2026					Logged by: DMS			
Depth	Strata	GWT	No.	Type	Blows Per 6"	USCS	Soil Description	■ SPT. blow/ft ○ Moisture %				Notes	
0						SC	Clayey SAND (SC) brown, moist, trace organics (Topsoil).	0	20	40	60	0	
						CL	Sandy CLAY (CL) brown, moist, soft, sand is fine, trace organics and charcoal (Undocumented Fill).						
1													1
2								Medium stiff at 2 feet.					2
3												3	
4						SC	Clayey SAND (SC) gray mottled to rust-colored, moist, dense, sand is fine, trace silt, moderately cemented (Sandstone at Cape Meares). Hand auger refusal at 4.5 feet.					4	
5												5	
6												6	
7												7	
Remarks:													

Appendix B

Photograph Log



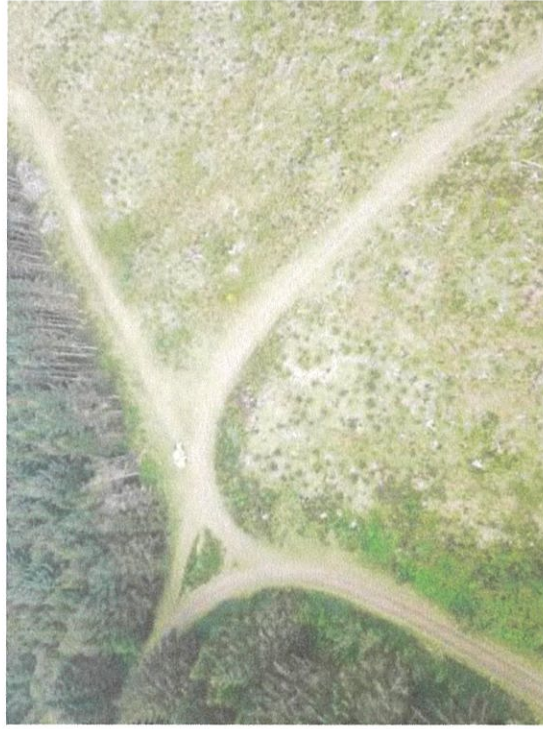
Looking northeast from central portion of site.



Looking northwest from central portion of site.



Looking southwest from central portion of site.



Looking down on site. North is to the right.

	Proposed Development Tillamook County Map ID: 1S10W19900 Oceanside, Oregon	Site Photographs	Project No. 2122-25001-01
			Appendix B



HA-1.1.1 Sample D = 1 foot.



HA-2.1 Sample D = 2 feet.



HA-3.1 Sample D = 2 feet.



HA-1 Sample D = 4.5 feet

	Proposed Development Tillamook County Map ID: 1S10W19900 Oceanside, Oregon	Site Photographs	Project No. 2122-25001-01 Appendix B

DRAWN BY: J.D.

CHECKED BY: BU

VER.	DATE	DESCRIPTION
4	04/29/24	E/I & COMPOUND UPDATE
5	09/07/24	SURVEY / RPS UPDATE
6	09/10/24	UPDATE PER NEW RPS
7	09/18/24	ILL COMMENTS
8	10/07/25	SURVEY UPDATE

USER: [blank]

FOR SUBMITTAL ONLY
NOT FOR CONSTRUCTION

PROJECT INFORMATION

CT14
OCEANSIDE

NO SITUS ADDRESS
TILLAMOOK, OR 97141

SHEET TITLE

TITLE SHEET

SHEET NO.

T1.0

SHEET INDEX

TITLE SHEET	DESCRIPTION
T1.0	TITLE SHEET
L5-1	SITE SURVEY
L5-2	SURVEY DETAIL
L5-3	SITE SURVEY
L5-4	NOTES
C-1.0	GRADING & EROSION CONTROL PLAN
C-2.0	EROSION CONTROL DETAILS
A1.0	OVERALL SITE PLAN
A1.1	ENLARGED SITE PLAN
A2.0	ENLARGED COMPOUND PLAN
A2.1	FUEL-FREE BREAK PLAN
A3.0	ELEVATIONS

GOVERNING CODES

2022 OREGON STRUCTURAL SPECIALTY CODE

2021 OREGON ELECTRICAL SPECIALTY CODE

2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE

2022 OREGON MECHANICAL SPECIALTY CODE

2022 OREGON FIRE CODE

A.D.A. COMPLIANCE
REVISIONS ARE SHOWN / NOT FOR HUMAN
HABITATION HANDICAP ACCESS IS NOT REQUIRED
PER A.D.A.

APPROVALS

FINAL CONSTRUCTION DRAWINGS SIGN-OFF
** REVIEWERS SHALL PLACE INITIALS ADJACENT TO EACH
REQUIRE NOTE AS DRAWINGS ARE BEING REVIEWED.

CONSULTANT/PRINTED NAME	SIGNATURE	DATE
LANDLORD:		
SITE ACQ:		
PERMITTING:		
RF MGR:		
CONST MGR:		
OPS MGR:		
PROJ MGR:		
COMPLIANCE:		
TRANSPORT:		

CT14 OCEANSIDE

FA #: 14641502 / USID: 311730
NO SITUS ADDRESS
TILLAMOOK, OR 97141

FINAL ZONING DRAWINGS

DRIVING DIRECTIONS

FROM AT&T OFFICE IN TUALATIN, OREGON:

1. TURN RIGHT ONTO SW 72ND AVE (489 FT)
2. TURN LEFT AT THE 1ST CROSS STREET ONTO SW SAGERT WAY (4.4 MI)
3. TURN LEFT ONTO SW ASTH AVE (1.5 MI)
4. CONTINUE ONTO SW HYBERG ST (1.2 MI)
5. USE THE RIGHT LANE TO MERGE ONTO I-5 N VIA THE RAMP TO PORTLAND (3 MI)
6. MERGE ONTO I-5 N (2.1 MI)
7. USE THE RIGHT 2 LANES TO TAKE EXIT 292A TO MERGE ONTO OR-217 N TOWARD TIGARD / SUNSET HWY / OREGON COAST (7.5 MI)
8. USE THE LEFT 2 LANES TO MERGE ONTO US-26 W / NW SUNSET HWY TOWARD SEASIDE (15.8 MI)
9. SLIGHT LEFT ONTO OR-4 W (49.2 MI)
10. SLIGHT RIGHT (1.4 MI)
11. CONTINUE ONTO OR-4 W (11.5 MI)
12. TURN LEFT ONTO MAIN AVE (1 MI)
13. TURN RIGHT ONTO OR-131 W / 3RD ST (3.4 MI)
14. TURN RIGHT ON GATED GRAVEL ACCESS ROAD AND FOLLOW UP TO SITE (4.4 MI)

TOTAL TIME: 1 HR 52 MINS
TOTAL MILES: 86.3 MILES

PROJECT INFORMATION

SITE NAME:
ADDRESS:
CT14 OCEANSIDE
NO SITUS ADDRESS
TILLAMOOK, OR 97141

JURISDICTION:
TILLAMOOK COUNTY

PARCEL #:
1310190000900

PARCEL SIZE:
292.66 AC

ZONING:
F - FOREST

LONGITUDE:
-128.573358° W (-123.959328°)

GROUND ELEVATION:
752.9' AMSL

SOURCE:
1A CERTIFICATION

(P) STRUCTURE TYPE:
195.0' SELF-SUPPORT TOWER

(P) AT&T GROUND LEASE AREA:
2,500 SQ FT

OCCUPANCY:
U

GROUP:
B-8

LOCALIZED MAP

PROJECT SCOPE

1. PROPOSED INSTALLATION OF A
TECHNOLOGY FACILITY ON AN
EXISTING PARCEL FOR AT&T.
2. PROPOSED INSTALLATION OF NINE (9)
ANTENNAS, TWELVE (12) RRHs, TWO (2) SURGE
PROTECTORS, TWO (2) FIBER CABLES & (6) DC
POWER CABLES, TWO (2) FIBER CABLES, TWO (2)
COAX CABLES ON A NEW 195.0' SELF-SUPPORT
TOWER.
3. PROPOSED INSTALLATION OF A 3.8kW WUC
(WALK-UP CABINET) AND 3.8kW GENERATOR ON
A CONCRETE PAD WITHIN A NEW 50' X 50'
FENCED COMPOUND.
4. PROPOSED INSTALLATION OF NEW 800A
ELECTRICAL SERVICE.

PROJECT CONTACTS

APPLICANT:
NEW CIRCULAR WIRELESS PCS, LLC
19801 SW 72ND AVENUE #100
TUALATIN, OR 97062

PROPERTY OWNER:
STRATON LUMBER COMPANY
520 SW YAMHILL STREET, SUITE 700
TILLAMOOK, OR 97141
PH: 503.801.0612

ZONING/PERMITTING AGENT:
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
DEBBIE GRIFFIN
PH: 480.296.1205

SITE ACQUISITION AGENT:
SMARTLINK
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
DEBBIE GRIFFIN
PH: 480.296.1205

RF ENGINEER:
AT&T MOBILITY
PH: 253.709.0317

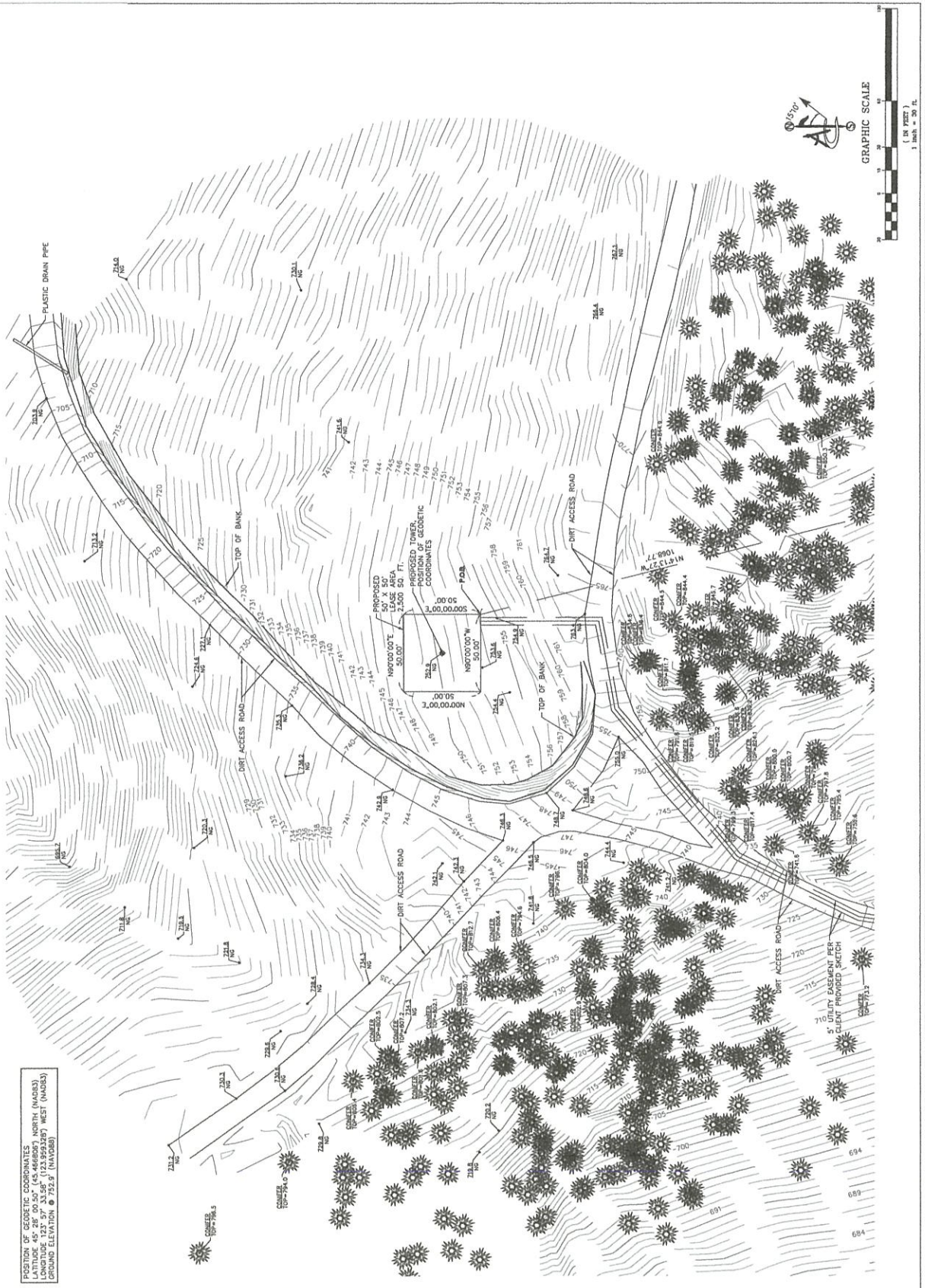
CONSTRUCTION MANAGER:
TOM LOGAN
PH: 253.709.0317

ENGINEER OF RECORD:
VECTORS STRUCTURAL ENGINEERS
651 W. GALENA PARK BLVD., SUITE 101
DRAPEES, UT 84020
PH: 801.990.1775
PH: 801.990.1775

SURVEYOR:
AMBIT CONSULTING, LLC
4000 N. 10TH AVE, SUITE 3A
TACOMA, WA 98402

811

know what's below.
Call before you dig.





PROJECT INFORMATION:
OCEANSIDE
CT14
NO ADDRESS
TILLAMOOK, OR 97141
TILLAMOOK COUNTY

ORIGINAL ISSUE DATE:
12/15/2021

REV.	DATE	DESCRIPTION	BY
0	12/15/2021	PRELIMINARY	DH
1	08/05/2024	TITLE (C)	AC
2	08/19/2024	LEGALS (C)	CK
3	03/09/2025	ADDITIONAL TOP (C)	CK

PROJECT COORDINATION:
S
CAPITAL DESIGN SERVICES
515 NW 10th Ave., Suite 203
Tillamook, OR 97141
www.capitaldesignservices.com

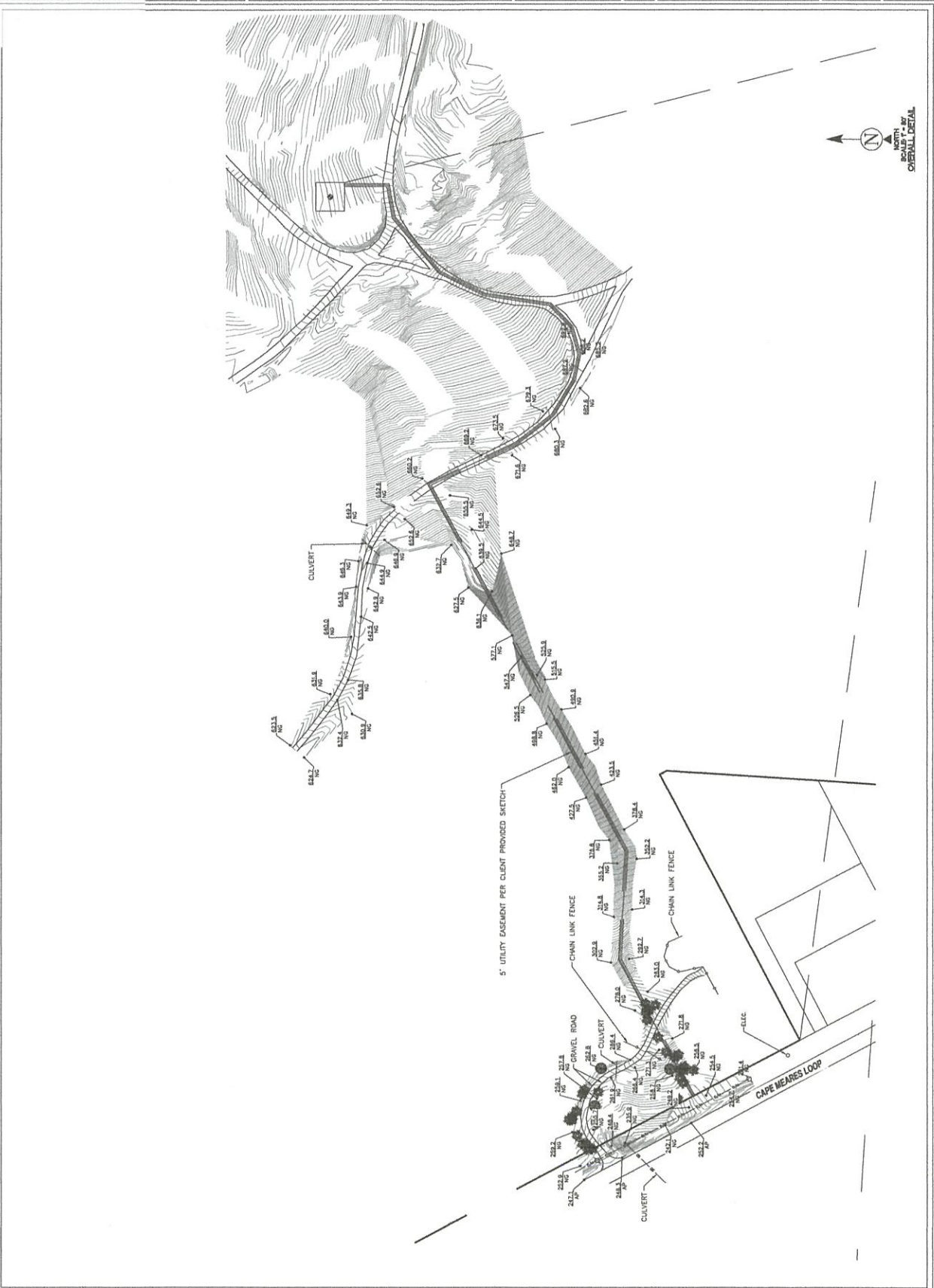
SURVEY PREPARED BY:
A
ambit consulting
3239 CORNWALL AVE.
SUITE 301
BURNSIDE, WA 98027
PH: (206) 699-4971
www.ambitconsulting.com

DRAWN BY: _____ CHK.: _____ APN: _____
DH PD MF
LICENSER: _____

REGISTERED PROFESSIONAL LAND SURVEYOR
SEPTEMBER 14, 2021
JANUARY 1, 2025
RECEIVED 12-21-2025

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
LS-3



LESSOR'S LEGAL DESCRIPTION

SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, THE EAST HALF, THE EAST HALF OF THE WEST HALF, GOVERNMENT LOT 2 LYING EASTERLY OF THE OCEANSIDE BAYVIEW ROAD, AND THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 DESCRIBED IN INSTRUMENTS RECORDED JULY 27, 1964 IN BOOK 203, PAGE 84, TILLAMOOK COUNTY, OREGON, LYING EASTERLY OF OCEANSIDE BAYVIEW ROAD.

EXCEPTING THAT PORTION CONVEYED BY CROWN ZELLEBACH CORPORATION TO LESSOR BY INSTRUMENT DATED MARCH 31, 1947, RECORDED JULY 31, 1947 IN BOOK 107, PAGE 263, TILLAMOOK COUNTY RECORDS.

ALSO EXCEPTING THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 4 AS DESCRIBED IN INSTRUMENTS RECORDED NOVEMBER 02, 1947 IN BOOK 109, PAGE 381, AUGUST 14, 1948 IN BOOK 114, PAGE 289, SEPTEMBER 16, 1948 IN BOOK 121, PAGE 60, FEBRUARY 26, 1950 IN BOOK 121, PAGE 589, AND ALSO OCTOBER 21, 1955 IN BOOK 150, PAGE 134.

ALSO EXCEPTING THAT PORTION LYING WESTERLY OF THE COUNTY ROAD.

PARCEL 12, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, THAT PORTION OF GOVERNMENT LOTS 2 AND 3 AS DESCRIBED IN INSTRUMENT DATED JULY 27, 1964 IN BOOK 203, PAGE 84, TILLAMOOK COUNTY RECORDS, LYING EAST OF THE OCEANSIDE BAYVIEW ROAD.

EXCEPTING THAT PORTION THEREOF CONVEYED BY CROWN ZELLEBACH CORPORATION TO ORIN W. ROSENBERG, ET AL BY INSTRUMENT DATED JULY 10, 1978.

ALL BEING IN TOWNSHIP 1 SOUTH, RANGE 11 WEST, WILLAMETTE MERIDIAN, IN TILLAMOOK COUNTY, OREGON.

LEASE AREA LEGAL DESCRIPTION

SECTION 19, TOWNSHIP 1 SOUTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, TILLAMOOK COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CUP AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH A BEARER WITH CAP "TOM MARK 332" BEARS NORTH 82°16'17" WEST, 1779.61 FEET, THENCE FROM SAID POINT OF COMMENCEMENT NORTH 44°13'27" WEST, 1068.77 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 50.00 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET (0.057 ACRES) OF LAND, MORE OR LESS.

ACCESS NOTE

RESERVING THE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO, INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE OWNERSHIP AND ENCUMBRANCE REPORT ORDER #002141930, ISSUED BY PRIORITY TITLE AND ESCROW LLC DATED MAY 05, 2024. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

1. THE CURRENT YEAR AND SUBSEQUENT YEARS; NOT YET DUE AND PAYABLE (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
2. TAXES AND ANY/ALL SUPPLEMENTAL TAXES POSTED SUBSEQUENT TO THE EFFECTIVE DATE HEREOF ARE A LIEN, NOT YET DUE AND PAYABLE. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
3. RIGHTS OR CLAIMS OF PERSONS IN POSSESSION OR UNDER AGREEMENTS OF SALE NOT SHOWN BY PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
4. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
5. DISCREPANCIES OR CONFLICTS IN BOUNDARY LINES, EASEMENTS, ENCUMBRANCES, OR AREA CONTENT WHICH A SATISFACTORY SURVEY WOULD DISCLOSE. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
6. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL OR EQUIPMENT, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
7. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
8. ACREAGE OR ACCURACY OF AREA CONTENT NOT INSURED. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREIN)
9. MEMORANDUM OF NON-EXCLUSIVE ANTENNA SITE FACILITY LICENSE AGREEMENT AND TERMS AND CONDITIONS THEREOF RECORDED 08/03/1993 IN BOOK 353, PAGE 93. (EXACT LOCATION INDETERMINATE - NOT SHOWN)
10. RECIPROCAL EASEMENT AGREEMENT, TERMS AND PROVISIONS RECORDED 04/15/2004 AS INSTRUMENT NUMBER 2004-002903. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
11. EASEMENT AGREEMENT AND OPTION TO PURCHASE, TERMS AND PROVISIONS RECORDED 04/15/2004 AS INSTRUMENT NUMBER 2004-002905. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
12. EASEMENT AGREEMENT, TERMS AND PROVISIONS RECORDED 04/15/2004 AS INSTRUMENT NUMBER 2004-002906. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
13. RIGHT OF WAY AND RESERVOR AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED 01/13/2000 IN DEED BOOK 414, PAGE 188. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
14. RIGHT OF WAY AGREEMENT, TERMS AND PROVISIONS CONTAINED IN DEED RECORDED 04/06/1978 IN BOOK 244, PAGE 638. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
15. RIGHT-OF-WAY GRANT, TERMS AND PROVISIONS CONTAINED IN DEED RECORDED 10/23/1959 IN BOOK 184, PAGE 337. (EXACT LOCATION INDETERMINATE - NOT SHOWN)
16. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS CONTAINED IN DEED RECORDED 02/27/1958 IN BOOK 161, PAGE 34. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
17. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS CONTAINED IN DEED RECORDED 320, IN BOOK 957. NOTE: INCLUDES RESERVATION OF MINERALS, INCLUDING TERMS AND PROVISIONS THEREOF. (BLANKET IN NATURE)
18. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS CONTAINED IN DEED RECORDED 320, IN BOOK 958. NOTE: INCLUDES RESERVATION OF MINERALS, INCLUDING TERMS AND PROVISIONS THEREOF. (BLANKET IN NATURE)
19. EASEMENT, TERMS AND PROVISIONS CONTAINED IN DOCUMENT RECORDED 05/22/1954 IN BOOK 142, PAGE 441. (DOCUMENT ILLEGIBLE - NOT SHOWN)
20. EASEMENT, TERMS AND PROVISIONS CONTAINED IN DOCUMENT RECORDED 02/24/1970 IN BOOK 218, PAGE 556. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
21. EASEMENT, TERMS AND PROVISIONS CONTAINED IN DOCUMENT RECORDED 01/29/1973 IN BOOK 330, PAGE 552. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
22. EASEMENT, TERMS AND PROVISIONS CONTAINED IN DOCUMENT RECORDED 04/08/1976 IN BOOK 344, PAGE 636. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
23. EASEMENT, TERMS AND PROVISIONS IN DOCUMENT RECORDED 04/09/2004 AS INSTRUMENT NUMBER 2004-002716. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
24. EASEMENT, TERMS AND PROVISIONS CONTAINED IN THEIR DEED RECORDED 04/10/2006 AS INSTRUMENT NUMBER 2006-002860. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
25. AGREEMENT AND REVISED EASEMENT AGREEMENT RECORDED AS RECEPTION NO. 2024-01435. (EXACT LOCATION INDETERMINATE - NOT SHOWN)
26. RIGHTS, TITLE AND INTEREST AS CONVEYED IN DEEDS RECORDED AS:
A. RECEPTION NO. 2023-04715. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
B. RECEPTION NO. 2023-04716. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
C. RECEPTION NO. 2024-01233. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
D. RECEPTION NO. 2024-01234. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)
E. RECEPTION NO. 2024-01255. (DOES NOT AFFECT PARENT PARCEL - NOT SHOWN)



OCEANSIDE
CT14
NO ADDRESS
TILLAMOOK, OR 97141
TILLAMOOK COUNTY

ORIGINAL ISSUE DATE:
12/15/2021

REV.	DATE	DESCRIPTION	BY
0	12/15/2021	PRELIMINARY	DH
1	08/05/2024	TITLE (C)	AC
2	09/19/2024	LEGALS (C)	CK
3	03/06/2025	ADDITIONAL TOPO (C)	CK



5229 CORNWALL AVE.
SUITE 301
TILLAMOOK, OR 97141
PH: (503) 868-4372
WWW.AMBITCONSULTING.US
ambit consulting

DRAWN BY: _____ CHK.: _____ APV.: _____
DH PD MF
LICENSER: _____

SHEET TITLE:
NOTES

SHEET NUMBER:
LS-4



DRAWN BY: J.D.
CHECKED BY: B.U.

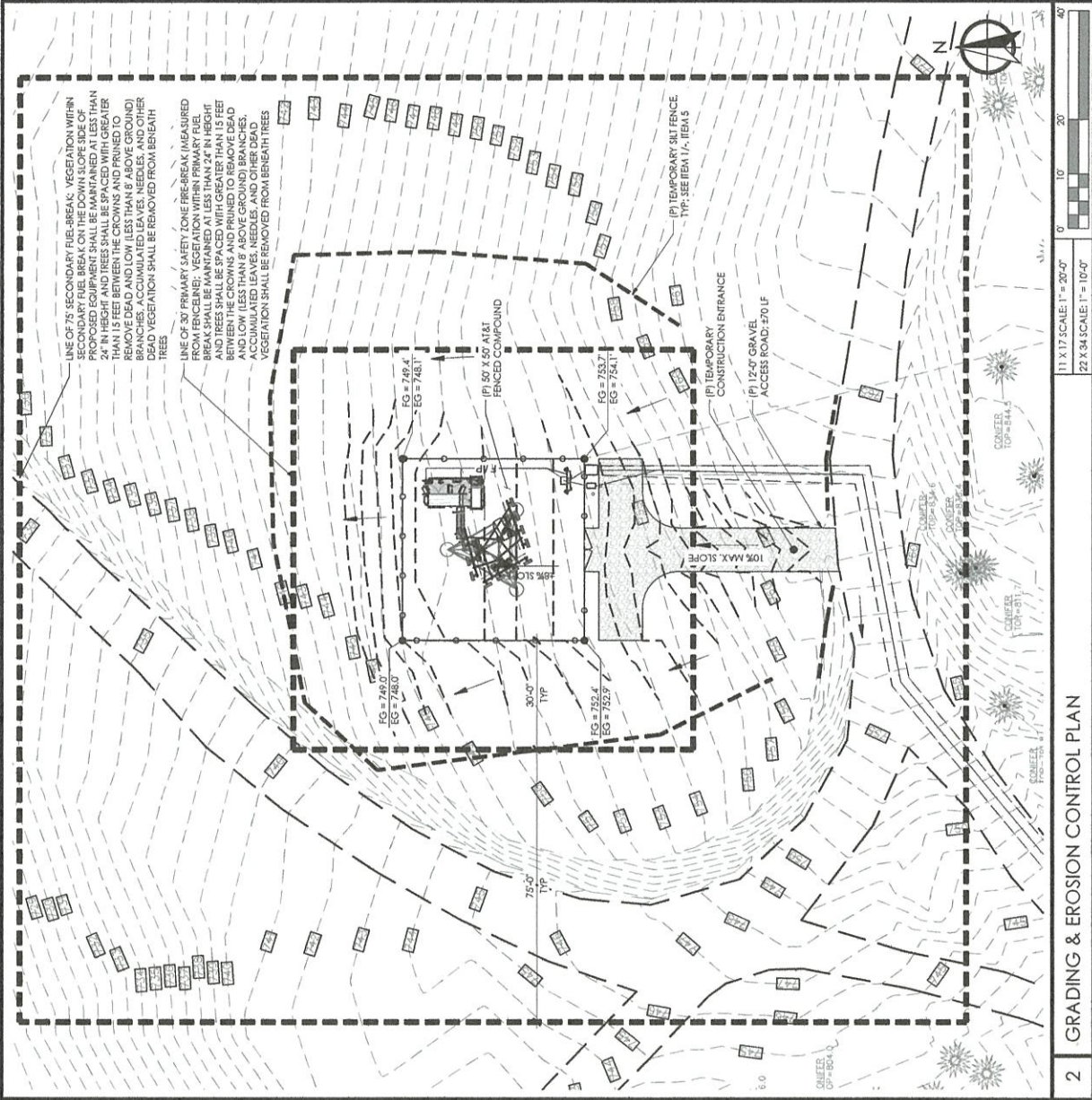
VER.	DATE	DESCRIPTION
4	06/20/24	E/I & COMPOUND UPDATE
5	08/09/24	SURVEY / RFG UPDATE
6	07/10/24	UPDATE PER NEW RFGS
7	07/10/24	IL COMMENTS
8	10/07/25	SURVEY UPDATE

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PROJECT INFORMATION
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TILAMOOK, OR 97141

SHEET TITLE
GRADING & EROSION
CONTROL PLAN

SHEET NO.
C1.0



1. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.	1 NOTES & LEGEND EXISTING GRADE PROPOSED GRADE TEMPORARY SILT FENCE SLOPE GROUND ELEVATION -250- PROPOSED COMPOUND AREA: CUT: 20 CU. YD. FILL: 13 CU. YD. PROPOSED DRIVEWAY AREA: CUT: 10 CU. YD. FILL: 6 CU. YD. STRIPPING ORGANICS FOR PROPOSED COMPOUND AREA: CUT: 10 CU. YD. STRIPPING ORGANICS FOR PROPOSED DRIVEWAY AREA: CUT: 7 CU. YD. APPROX. TOTAL AREA OF DISTURBANCE (NEW IMPERVIOUS AREA): 3,923 SQ. FT.
2. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE MARKINGS SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.	
4. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.	
5. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
6. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
7. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
8. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
9. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
10. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
11. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.	
12. IF THERE ARE EXPOSED SOILS OR SOILS NOT FULLY ESTABLISHED FROM OCTOBER 1ST THROUGH APRIL 30TH, THE WEATHER EROSION PREVENTION MEASURES WILL BE IN EFFECT THROUGHOUT THE CONSTRUCTION PERIOD.	
13. THE DEVELOPER SHALL REMOVE EROSION PREVENTION MEASURES WHEN FULLY ESTABLISHED.	

2	GRADING & EROSION CONTROL PLAN
3	CUT & FILL QUANTITIES





DRAWN BY:	JD
CHECKED BY:	BU

DRAWING VERSION		
VER.	DATE	DESCRIPTION
4	06/20/24	E/I & COMPOUND UPDATE
5	08/09/24	SURVEY / RIDS UPDATE
6	09/10/24	UPDATE PER NEW RIDS
7	09/18/24	LL COMMENTS
8	03/07/25	SURVEY UPDATE

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CONSTRUCTION

PROJECT INFORMATION

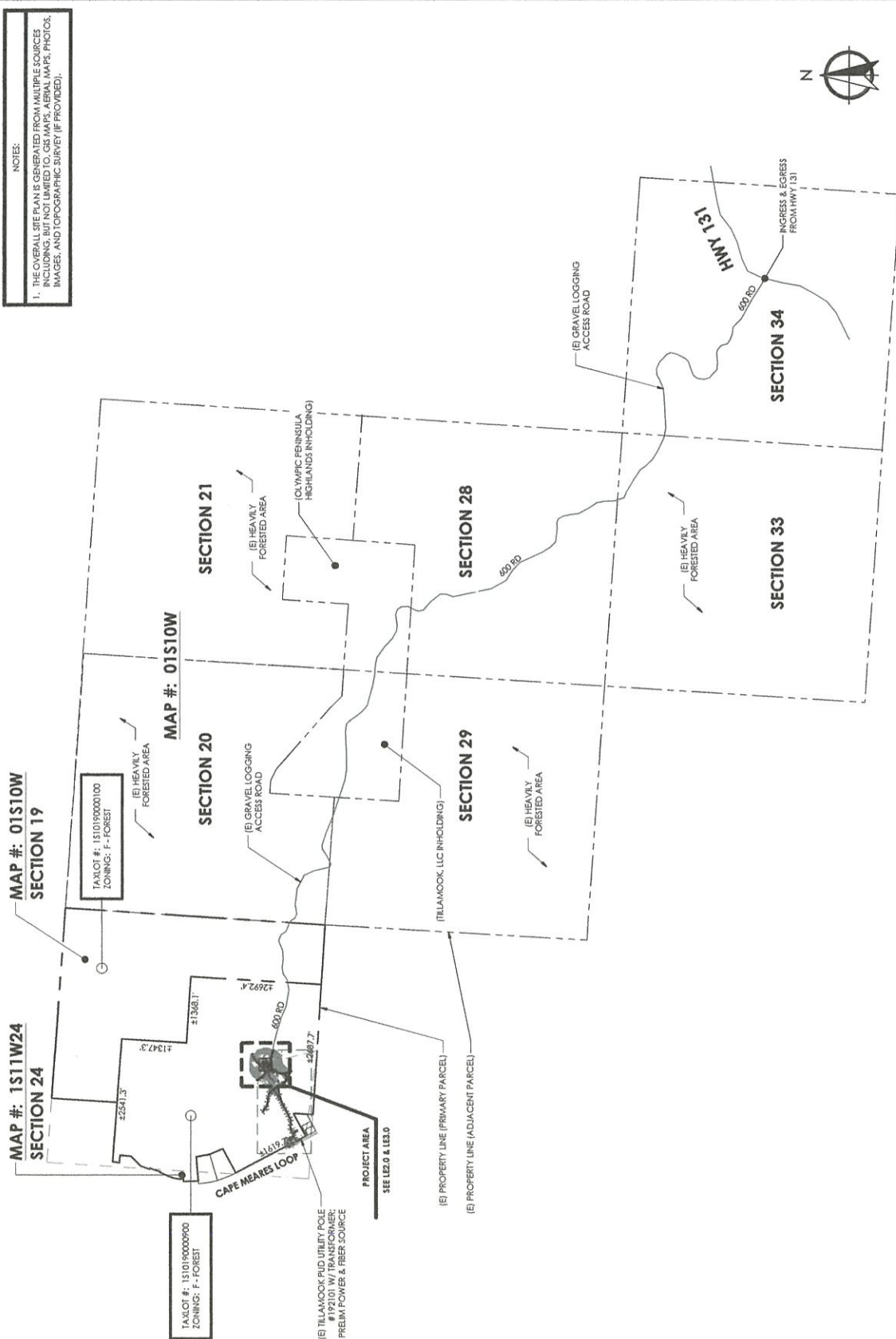
CT14
OCEANSIDE

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TILLAMOOK, OR 97141

SHEET TITLE	OVERALL SITE PLAN
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A1.0
SHEET NO.

1. THE OVERALL SITE PLAN IS GENERATED FROM MULTIPLE SOURCES INCLUDING, BUT NOT LIMITED TO, GIS MAPS, AERIAL MAPS, PHOTOS, IMAGES, AND TOPOGRAPHIC SURVEY (IF PROVIDED).



11 X 17 SCALE: 1" = 2000'-0"	0'	1000'	2000'	4000'
22 X 34 SCALE: 1" = 1000'-0"				

1	OVERALL SITE PLAN
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CHECKED BY: B.U.

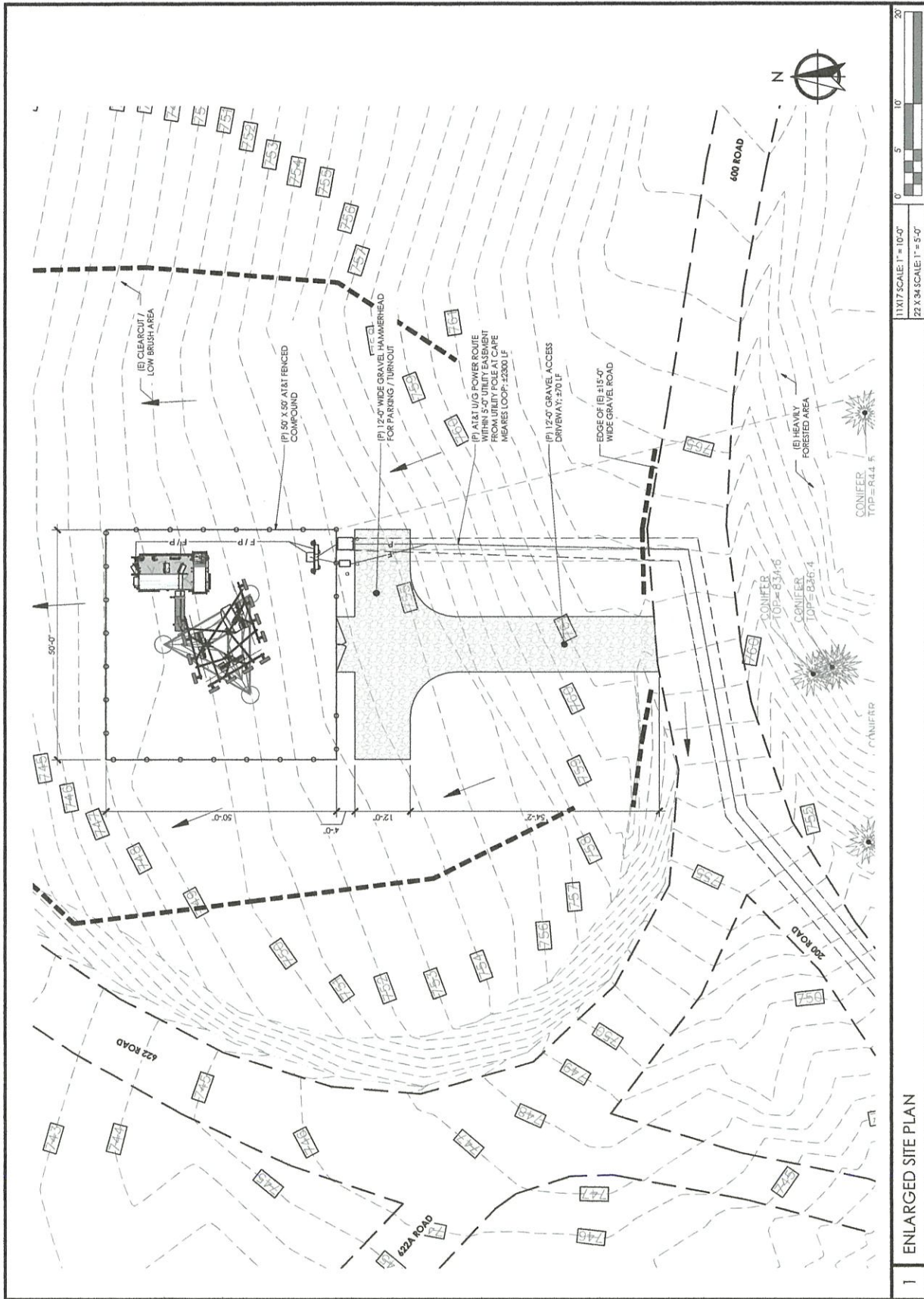
VER.	DATE	DESCRIPTION
4	04/20/24	E/I & COMPOUND UPDATE
5	08/09/24	SURVEY / REFS UPDATE
6	07/10/24	UPDATE PER NEW REFS
7	07/18/24	IL COMMENTS
8	03/07/25	SURVEY UPDATE

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PROJECT INFORMATION
**CT14
OCEANSIDE**
NO STATUS ADDRESS
TILLAMOOK, OR 97141

SHEET TITLE
ENLARGED SITE PLAN

SHEET NO.
A1.1



1 ENLARGED SITE PLAN



DRAWN BY: J.D.
CHECKED BY: B.U.

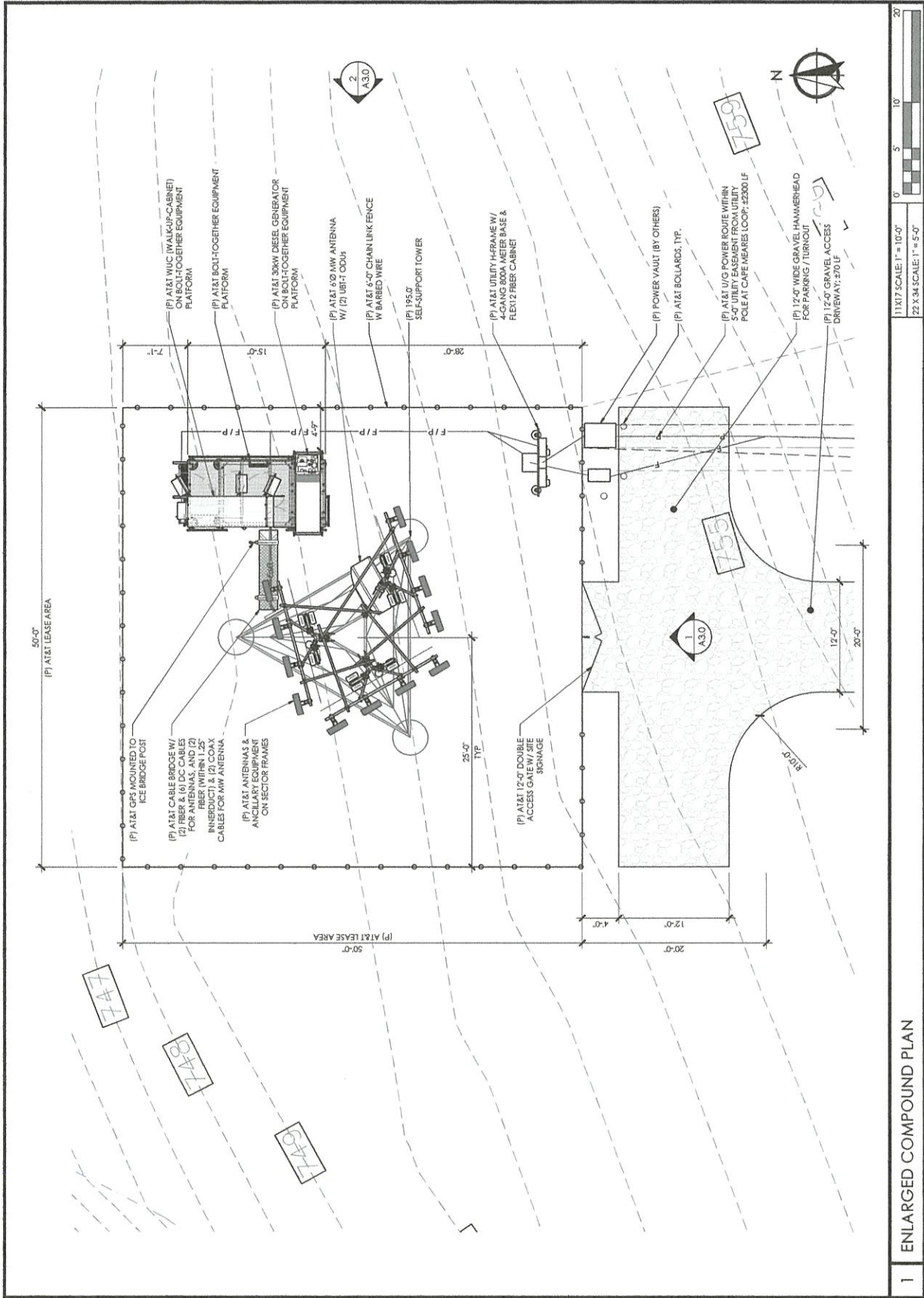
VER.	DATE	DESCRIPTION
4	04/20/21	E/I & COMPOUND UPDATE
5	08/09/21	SURVEY / RFS UPDATE
6	07/10/21	UPDATE PER NEW RFS
7	07/19/21	IL COMMENTS
8	10/07/21	SURVEY UPDATE

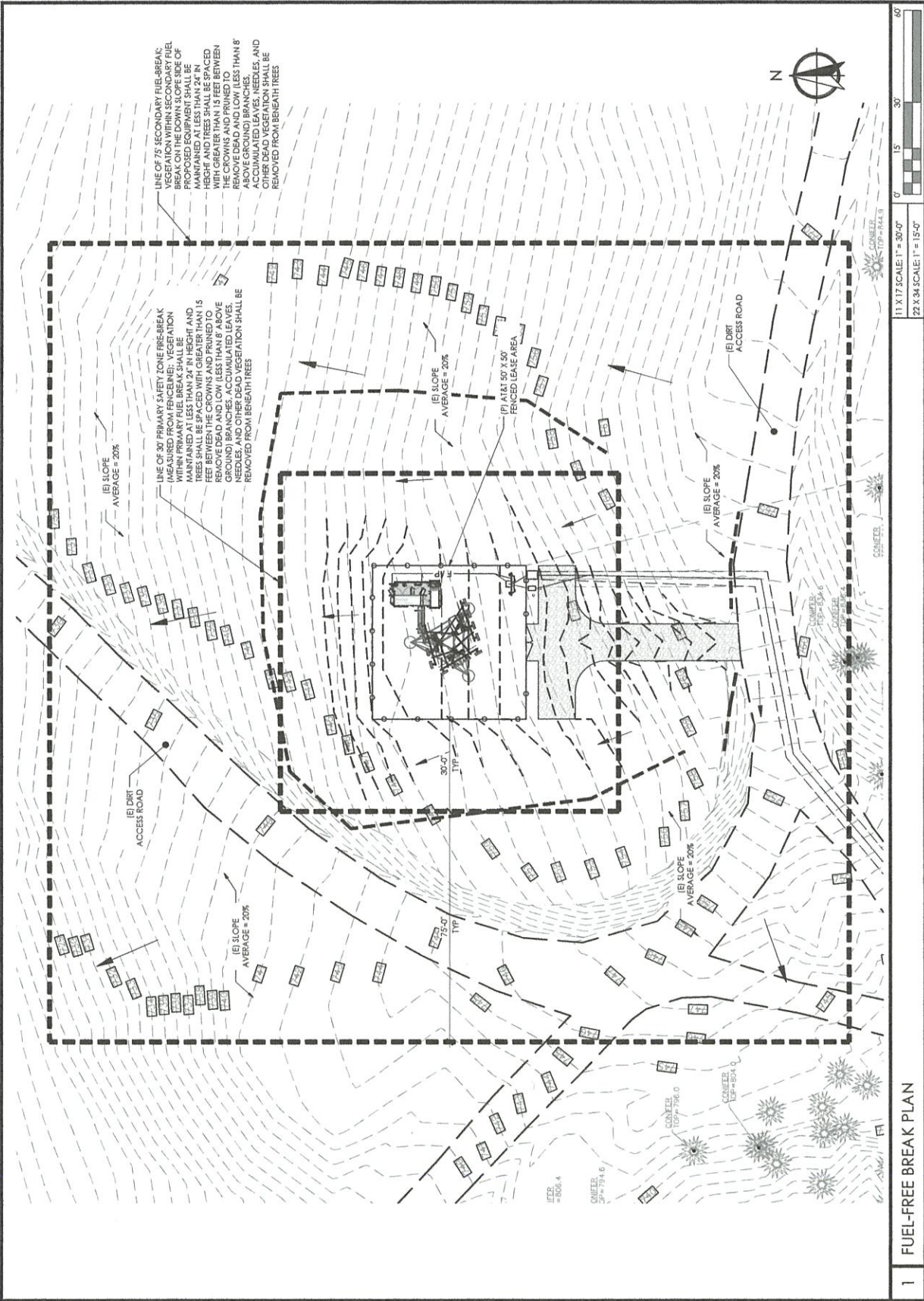
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PROJECT INFORMATION
CT14
OCEANSIDE
NO SITUS ADDRESS
TILLAMOOK, OR 97141

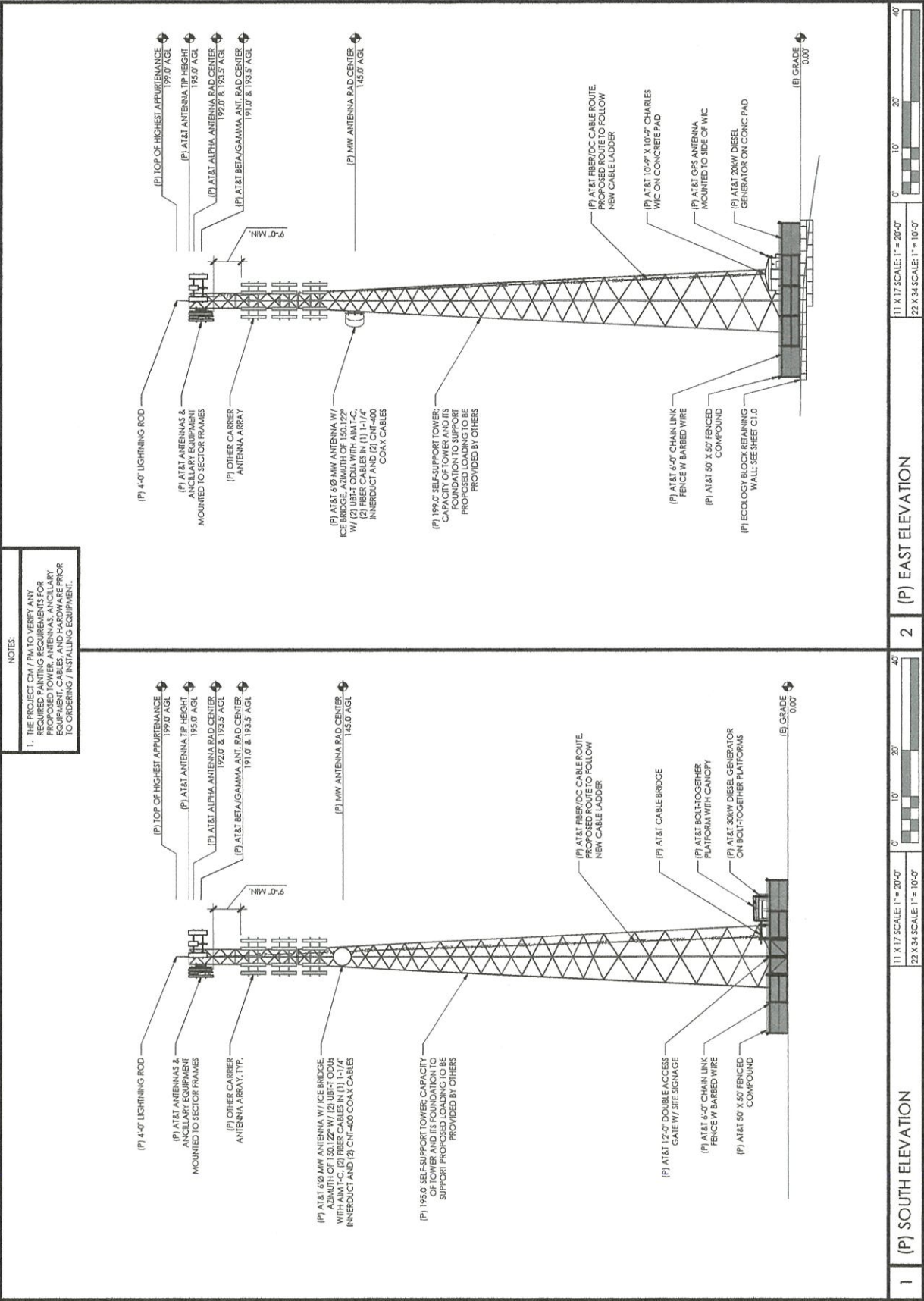
SHEET TITLE
ENLARGED
COMPOUND PLAN

SHEET NO.
A2.0





NOTE:
1. THE PROJECT CM / PM TO VERIFY ANY
REQUIRED PAINTING REQUIREMENTS FOR
PROPOSED TOWER, ANTENNAS, ANCILLARY
EQUIPMENT AND ACCESSORIES PRIOR
TO ORDERING / INSTALLING EQUIPMENT.



DRAWN BY:	JD
CHECKED BY:	BU

VER.	DATE	DESCRIPTION
4	04/20/24	E/I & COMPOUND UPDATE
5	06/09/24	SURVEY / RDS UPDATE
6	07/10/24	UPDATE PER NEW RDS
7	07/18/24	IL COMMENTS
8	10/07/25	SURVEY UPDATE

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PROJECT INFORMATION

CTI 4
OCEANSIDE

NO SITUS ADDRESS
TILAMOOK, OR 97141

SHEET TITLE

ELEVATIONS

SHEET NO.

A3.0