



1510 – B Third Street
Tillamook, Oregon 97141
www.tillamook.or.us
Building (503) 842-3407
Planning (503) 842-3408
Sanitation (503) 842-3409
FAX (503) 842-1819
Toll Free 1(800) 488-8280

Land of Cheese, Trees and Ocean Breeze

**CONDITIONAL USE REQUEST #851-22-000334-PLNG:
MANKINS COMMUNICATION TOWER**

*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: September 7, 2022**

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

#851-22-000334-PLNG: A Conditional Use request to permit an existing communication tower installed on the subject property. Located in the Pacific City/Woods Unincorporated Community Growth Boundary, the subject property is located at 6530 Fisher Avenue, a County road, and is designated as Tax Lot 5600 in Section 30BA of Township 4 South, Range 10 West of the Willamette Meridian, Tillamook County, Oregon. The subject property is zoned Pacific City/Woods Neighborhood Commercial (PCW-C1) and is located within the Flood Hazard Overlay Zone. Applicants and property owners are Sam and Jennifer Mankins.

Written comments received by the Department of Community Development prior to 4:00p.m. on September 21, 2022, 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, September 22, 2022.

Notice of the application, a map of the subject area, and the applicable criteria are being mailed to all property owners within 250 feet of the exterior boundaries of the subject parcel for which the 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.co.tillamook.or.us/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 x 3412. Public comments can be emailed to Lynn Tone, DCD Office Specialist, at ltone@co.tillamook.or.us

Sincerely,

Sarah Absher, CBO, CFM, Director

Enc. Maps, Applicable Ordinance Criteria

REVIEW CRITERIA

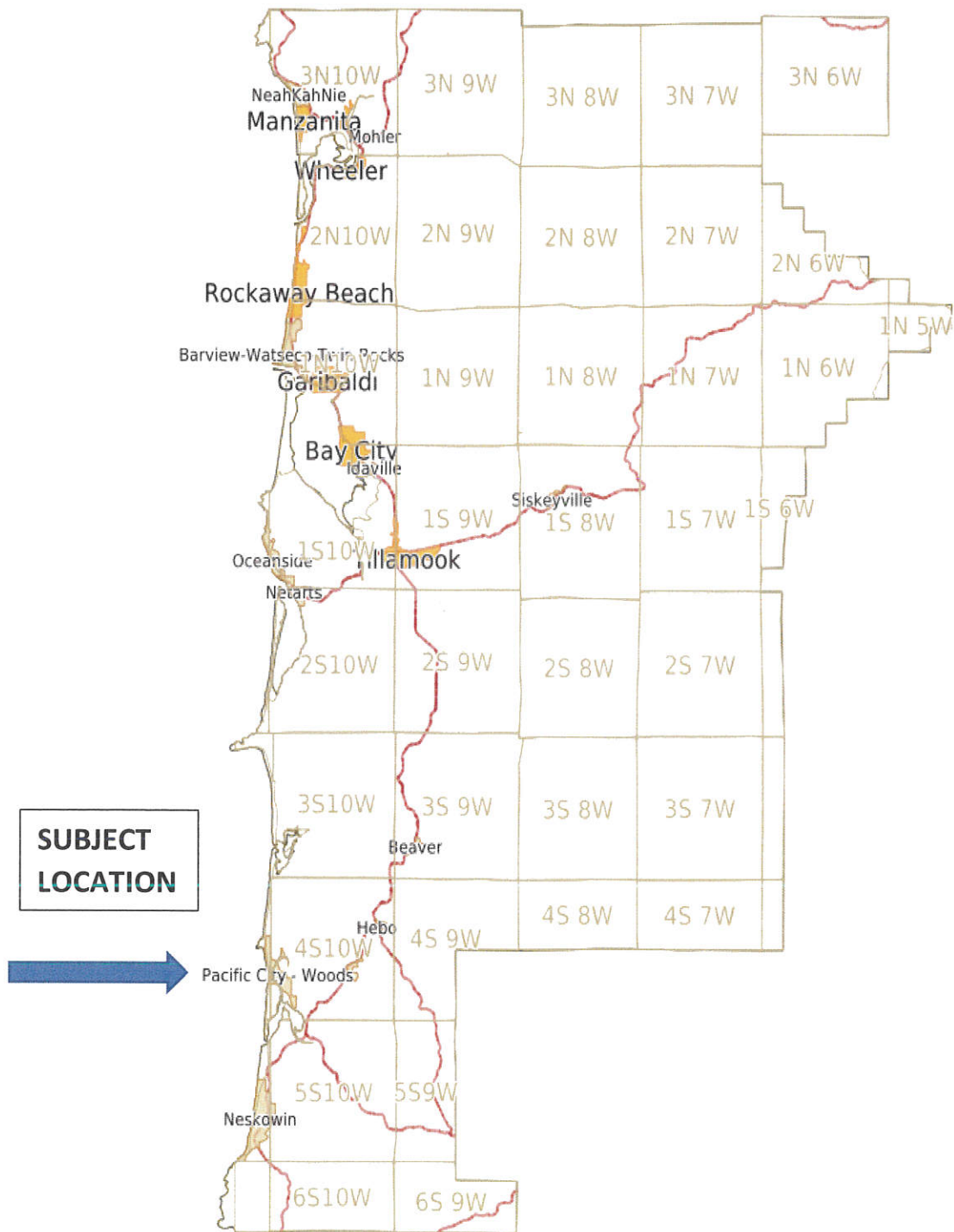
ARTICLE VI - CONDITIONAL USE PROCEDURES AND CRITERIA

SECTION 6.040: REVIEW CRITERIA

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

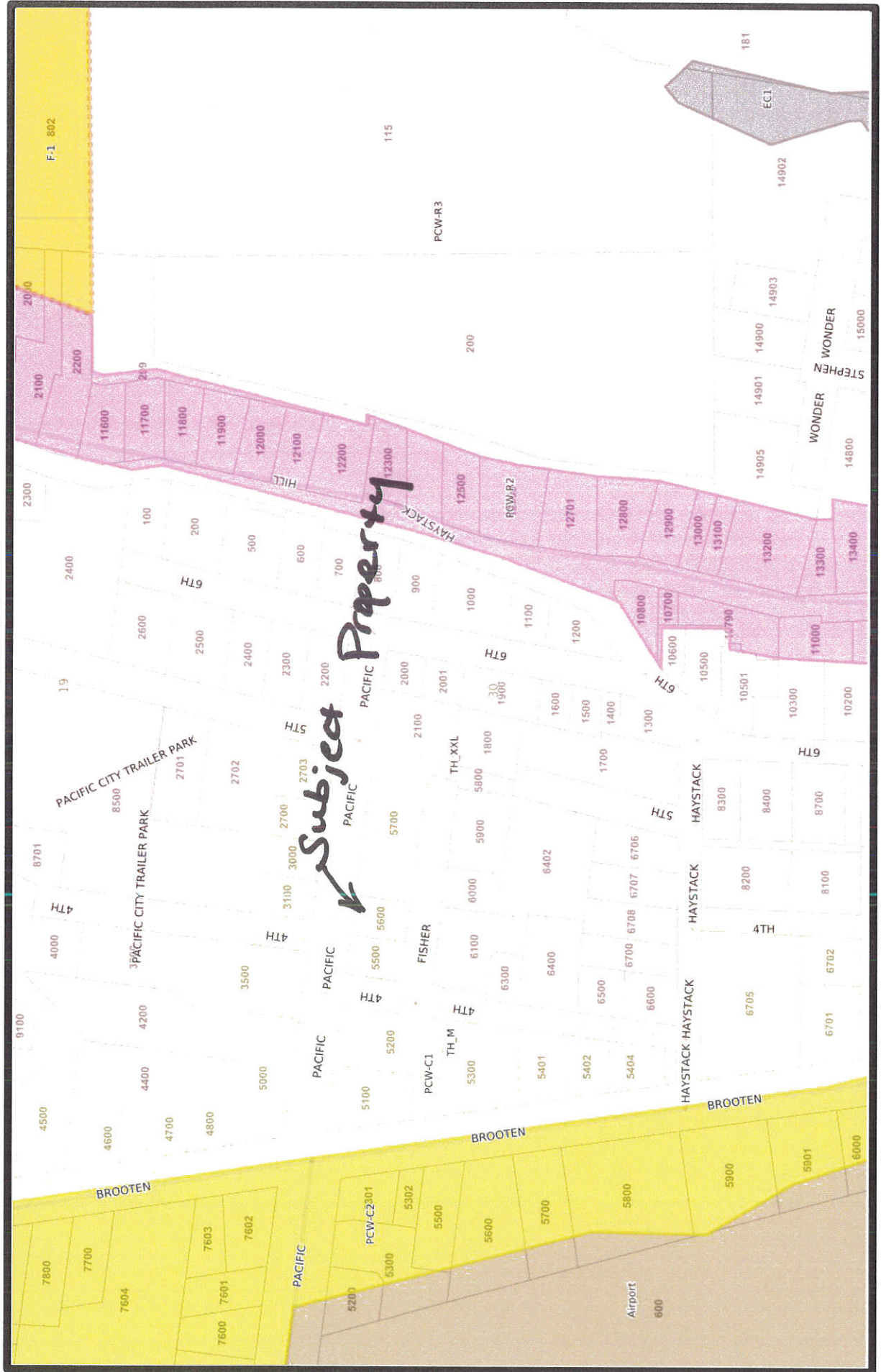
- (1) The use is listed as a CONDITIONAL USE in the underlying zone, or in an applicable overlying zone.
- (2) The use is consistent with the applicable goals and policies of the Comprehensive Plan.
- (3) The parcel is suitable for the proposed use considering its size, shape, location, topography, existence 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.

VICINITY MAP



#851-22-00334-PLNG: MANKINS
COMMUNICATION TOWER

Map





Tillamook County Department of Community Development
 1510-B Third Street, Tillamook, OR 97141 | Tel: 503-842-3408 Fax: 503-842-1819
www.co.tillamook.or.us

PLANNING APPLICATION

OFFICE USE ONLY	
Date Stamp	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Received by:	
Receipt #:	
Fees:	
Permit No: 851-22-000334PLNG	

Applicant (Check Box if Same as Property Owner)

Name: _____ Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____

Property Owner

Name: Sam & Jennifer Martins Phone: _____
 Address: 6530 Fisher Ave
 City: Pacific City State: OR Zip: 97135
 Email: anchorage.motelpc@gmail.com

Request: Communication Tower - Conditional Use request to permit existing tower.

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
- Foredune Grading Permit Review
- Neskowin Coastal Hazards Area

Type III

- Appeal of Director's Decision
- Extension of Time
- Detailed Hazard Report
- Conditional Use (As deemed by Director)
- Ordinance Amendment
- Map Amendment
- Goal Exception

Type IV

- Appeal of Planning Commission Decision
- Ordinance Amendment
- Large-Scale Zoning Map Amendment
- Plan and/or Code Text Amendment

Location:

Site Address: 6530 Fisher Ave
 Map Number: 451030BA05600U1
Township Range Section Tax Lot(s)

Clerk's Instrument #: _____

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.

[Signature]
 Property Owner Signature (Required)

8/29/22
 Date

Applicant Signature _____ Date _____



PLANNING APPLICATION

OFFICE USE ONLY	
Date Stamp:	RECEIVED JAN 19 2022 BY:
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Received by:	
Receipt #:	
Fees: 1089.-	
Permit No: 851-22-000028-PLNG	

Applicant (Check Box if Same as Property Owner)

Name: Eric Lessor Phone: (503) 801-6451
 Address: 110 Pacific Ave.
 City: Tillamook State: OR Zip: 97141
 Email: elessor@eme.com

Property Owner

Name: Jennifer Mankins Phone: (503) 965-6773
Samuel J. Mankins
 Address: P.O. Box 965
 City: Pacific City State: OR Zip: 97135
 Email: anchorage.motel.pc@gmail.com

Request: Placement of communication tower
Sec 3.337(3)(5) Towers for communication

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
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Type III

- Appeal of Director's Decision
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- Conditional Use (As deemed by Director)
- Ordinance Amendment
- Map Amendment
- Goal Exception

Type IV

- Appeal of Planning Commission Decision
- Ordinance Amendment
- Large-Scale Zoning Map Amendment
- Plan and/or Code Text Amendment

Location:

Site Address: 6830 Fisher Ave, Pacific City 97135
 Map Number: Pacific City 4 South, 10 West, 30, 5600
Township Range Section Tax Lot(s)

Clerk's Instrument #: 4310 30BA 05600

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.

[Signature]
 Property Owner Signature (Required)
[Signature]
 Applicant Signature

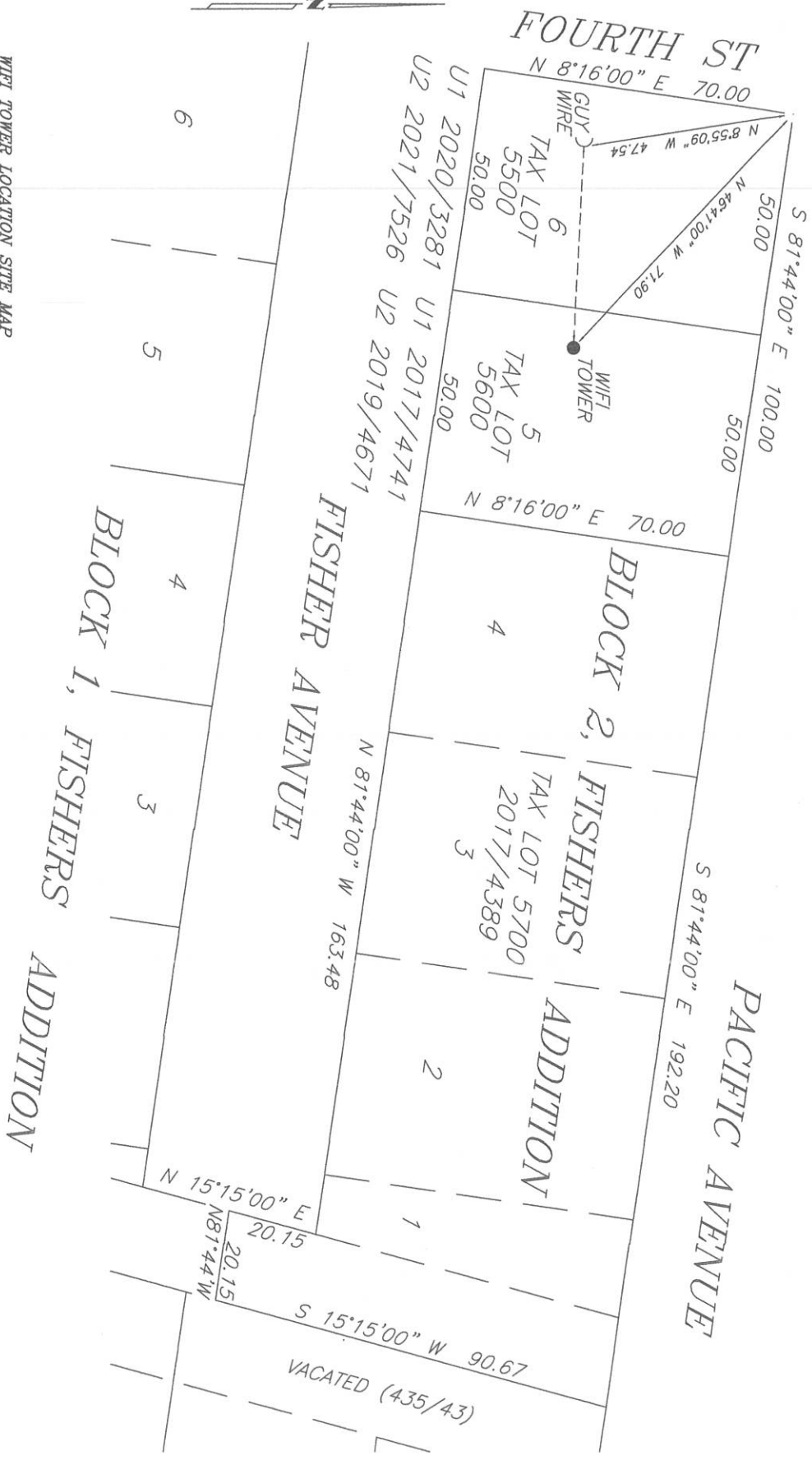
1/18/22
 Date
1/18/22
 Date



Stan Cook Land Services

3180 Aldercrest Rd
Tillamook, Oregon 97141
(503)842-8380

*A COMMUNICATIONS TOWER GUY WIRE, PLACED ON LOT 6, BLOCK 2, OF FISHERS
ADDITION TO PACIFIC CITY, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH RANGE 10 WEST, WILLAMETTE MERIDIAN,
IN TILLAMOOK COUNTY, OREGON.
BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, THENCE S 8°55'09" E 47.54
FEET TO THE CENTER OF THE GUY WIRE AT GROUND LEVEL.*

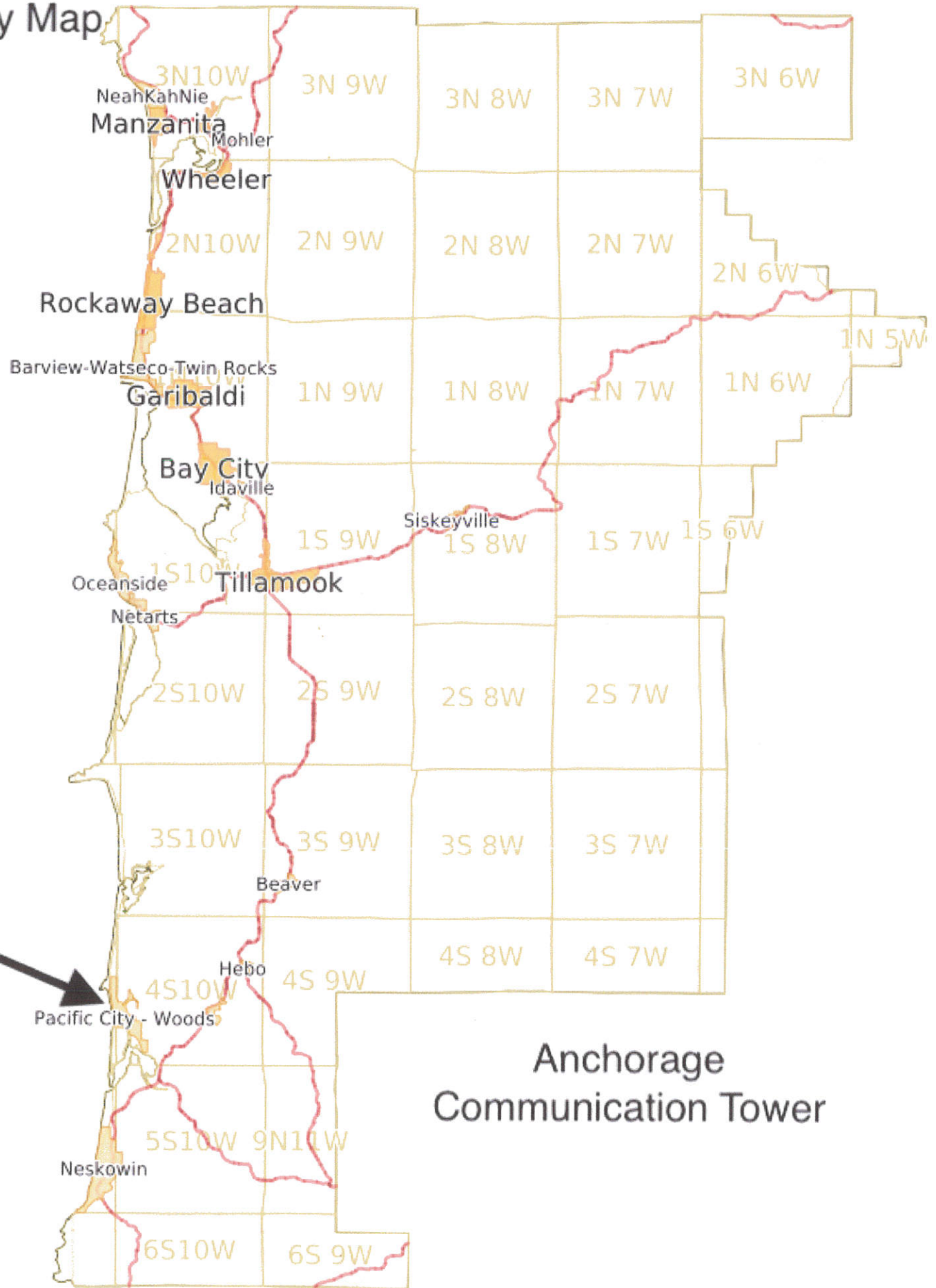


WiFi TOWER LOCATION SITE MAP
 COMPUTER SUPPORT & SERVICE, LLC
 LOT 1-6, BLOCK 2, FISHERS ADDITION
 NE 1/4-NW 1/4 SECTION 30, T.4S, R.10W, W.M.
 TILLAMOOK COUNTY, OREGON
 DECEMBER 18, 2021



STAN COOK LAND SERVICES
 3180 ALDERCREST
 TILLAMOOK, OREGON
 (503) 842 8380

Vicinity Map



**Anchorage
Communication Tower**



CONDITIONAL USE CRITERIA RESPONSES FOR COMMUNICATIONS TOWER

PROPERTY ID & PROJECT LOCATION: 4S10W 30 BA TAX LOT 5600 U1:

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

Response: The property is zoned Community Commercial (CC) and is located within the unincorporated community of Pacific City. TCLUO Section 3.022(2) lists uses permitted conditionally in the Community Commercial Zone. Towers for communications, wind energy conversion systems, or structures having similar impacts are listed as uses permitted conditionally in the Community Commercial (CC) Zone.

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

Response: As mentioned above, towers for communications, wind energy conversion systems, or structures having similar impacts are listed as uses permitted conditionally in the Community Commercial (CC) Zone. Uses listed conditionally in this zone are presumed to be consistent with the goals and policies of the Tillamook County Comprehensive Plan. Specifically, this proposal supports the goals and policies outlined in Goal Elements 9 (Population & Economy), 11 (Public Facilities) and 14 (Urbanization). The proposed development of the communication tower is critical to meet school district needs for distance-based learning and adds much needed facility infrastructure within this area to meet growing overall public need for enhanced communication resources for the benefit of County residents, emergency responders, and many others.

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

Response: The property is located at the intersection of Pacific and 4th and on Fisher, a private road. The property is rectangular in shape, has been primarily cleared of vegetation and is relatively flat. The property has two dwellings, one single family home and one duplex. No hazards or natural features have been identified on the subject property. The property is unimproved making this an ideal location for the proposed communication tower.

- (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.

Response: The property is located within an area where both commercial and residential uses have been established. The property is within the southern region of the commercial zoned district, and several active businesses are located within this area of Pacific City including a gas station/mini-mart to the north, and the Anchorage Motel east and by residential development

to the west and south. Industrial uses are also prevalent in this area including Century Link and Fire Department.

The communication tower will be located within a mixed use area, all improvements and activities necessary for maintenance and operation of the tower will take place within the property boundaries and the construction of a communication tower on this property will not substantially limit, impair or prevent the use of surrounding properties for permitted uses listed in the Community Commercial, Community Industrial and Community Single Family Residential Zones.

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

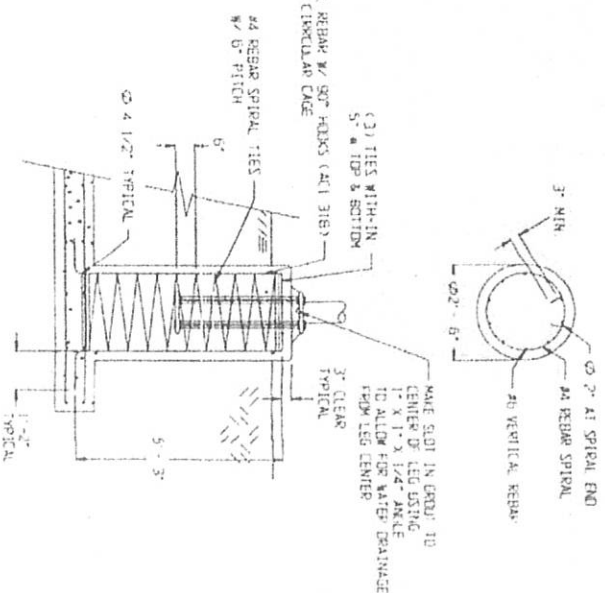
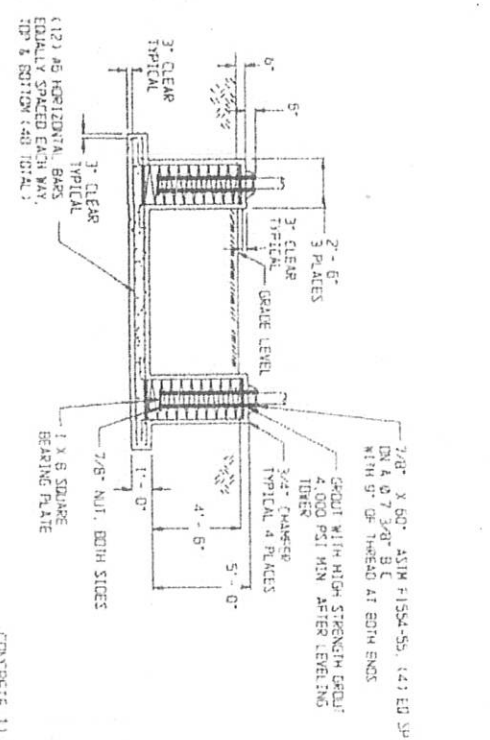
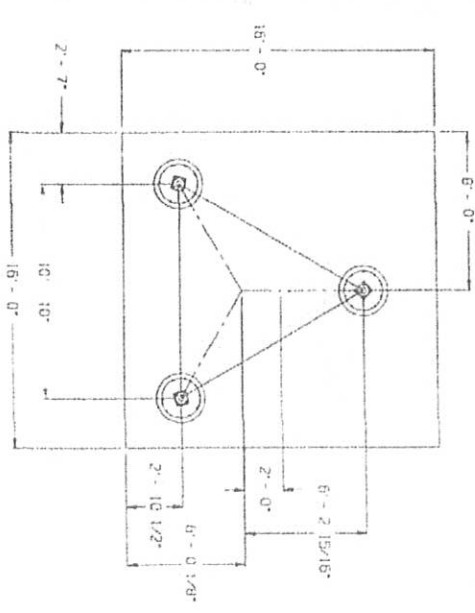
Response: No solar energy systems, wind energy conversion systems or windmills have been identified in this area of Pacific City.

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

Response: For the reasons outlined in the narrative included with this application, the proposed construction of a communication tower is timely and critical to meet the immediate public facilities and service needs in this area of Tillamook County.

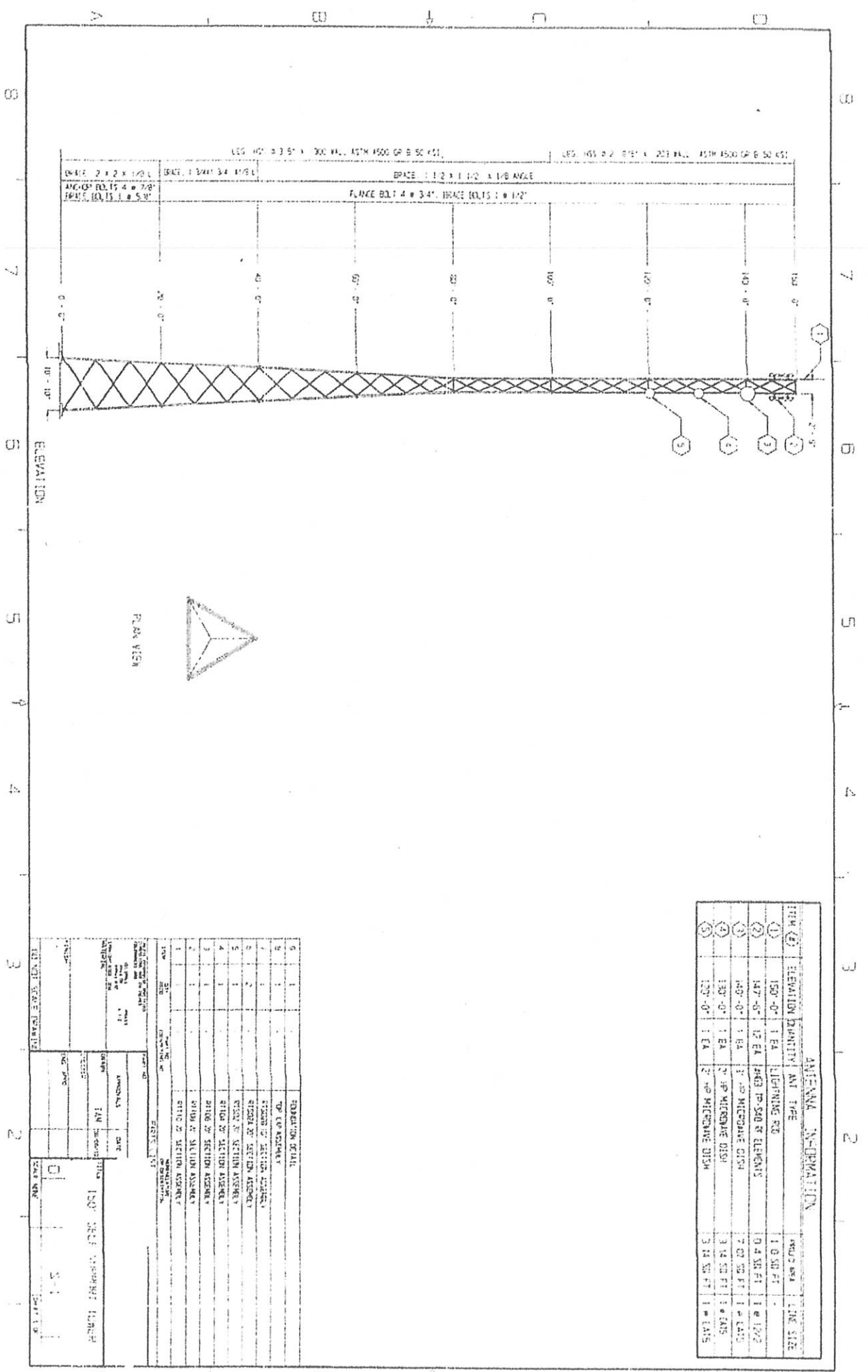
GENERAL CONCRETE AND FOUNDATION NOTES

- 1 THE CONCRETE SHALL CONSIST OF 8 SACKS OF CEMENT PER CUBIC YARD, 1" AGGREGATE MAXIMUM AND 6.0 GALLONS OF WATER PER 94 LB SACK OF TYPE 2 CEMENT. FOR A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. THE SLUMP SHALL NOT EXCEED 4.5" PLUS OR MINUS 1 INCH.
- 2 PARTICULATIONS DETAILS SHALL CONFORM TO THE A.C.I. MANUALS OF STANDARD PRACTICE.
- 3 SPLICES IN REINFORCING STEEL SHALL BE LAPPED 40 DIAMETERS MINIMUM UNLESS OTHERWISE NOTED.
- 4 ALL REBAR ANCHOR BOLTS, BEARING PLATES AND OTHER MEMBERS OF THE FOUNDATIONS SHALL BE FULLY SECURED PRIOR TO POURING CONCRETE.
- 5 ALL CONCRETE SHALL HAVE A BROKEN FINISH.
- 6 ANCHOR BOLTS TO BE ASTM F1554-55.
- 7 ALL REINFORCING STEEL SHALL HAVE A MINIMUM CONCRETE COVER OF 3" FOR SPACES PROTECTED AGAINST EARTH AND 2" OF EXPOSED SPACES EXPOSED TO GROUND OR WEATHER.
- 8 ALL WORK SHALL CONFORM TO THE 2016 CALIFORNIA BUILDING CODE.
- 9 THE SOIL SHALL MEET OR EXCEED THE SOIL PER THE CEC 2016, TYPE 5.
- 10 NO INCLUDING OF REBAR IN RELATION WITH THE EXCAVATION OF TACKLING, THE REBAR GADE NO SPECIAL INSPECTION IS REQUIRED.
- 11 THE BOTTOM OF THE EXCAVATION SHALL BE CLEAR AND FREE OF LOOSE SOIL. SAFETY PRECAUTIONS SHALL BE USED TO ENSURE THE EXCAVATION PRESENTS NO HAZARDS TO DIRECTS IF LEFT UNATTENDED.
- 12 THE FOOTING SHALL PENETRATE AND BEAR UPON UNDISTURBED SOIL OR BACK FILL SOIL HAVING A MINIMUM IN PLACE DENSITY OF 90 % OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT ESTABLISHED BY ASTM-D1557-70.
- 13 RETEINING STEEL SHALL MEET ASTM A515-70A GRADE 40 FOR #5 AND SMALLER AND GRADE 60 FOR #6 AND LARGER.



CONCRETE 11.7 CUBIC YARDS

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	11.7	CY
2	FORMWORK	117.0	SF
3	REINFORCING STEEL	117.0	LB
4	ANCHOR BOLTS	117.0	EA
5	BEARING PLATES	117.0	EA
6	REINFORCING STEEL	117.0	LB
7	REINFORCING STEEL	117.0	LB
8	REINFORCING STEEL	117.0	LB
9	REINFORCING STEEL	117.0	LB
10	REINFORCING STEEL	117.0	LB
11	REINFORCING STEEL	117.0	LB
12	REINFORCING STEEL	117.0	LB
13	REINFORCING STEEL	117.0	LB



ANTENNA INSTALLATION					
ITEM #	ELEVATION	IDENTITY	AM. TIME	REQ'D AREA	LINE SIZE
1	150'-0"	1 EA	LIFTING RIG	1.0 SQ FT	-
2	147'-0"	1 EA	FRG. TP. SQ. R. ELEMENT	0.4 SQ FT	1 @ 1/2"
3	140'-0"	1 EA	3" TP. MICRODOME DISH	7.00 SQ FT	1 @ 1.40'
4	130'-0"	1 EA	3" TP. MICRODOME DISH	3.14 SQ FT	1 @ 0.85'
5	120'-0"	1 EA	3" TP. MICRODOME DISH	3.14 SQ FT	1 @ 0.85'

NO.	SECTION	DESCRIPTION
1	1	SECTION 1
2	2	SECTION 2
3	3	SECTION 3
4	4	SECTION 4
5	5	SECTION 5

DATE	BY	CHECKED

SCALE	



**LEASE AGREEMENT
(Tower and Related Equipment)**

THIS LEASE AGREEMENT ("Lease") is by and between Computer Support & Services, LLC ("Lessee") and Property Owner (identified below). Lessee and the Property Owner shall be referred to as the "Parties". This Lease relates to a portion of the Property (identified below), as specified herein, and is effective as of the date last below written ("Effective Date"). For purposes of this Lease, "Lessee" shall include the employees, agents, contractors, and representatives of Lessee.

For and in consideration of the terms and conditions herein contained, Property Owner hereby leases unto Lessee a portion of the Property on the terms and conditions described herein.

1.0 Property Owner. For purposes of this Lease, the Property Owner is as follows (include all owners, if multiple) (together or individually, "Property Owner"):

Name: Samuel Markins

Name: Jennifer Markins

Name: _____

2.0 Leased Property. The property subject to this Lease shall be a portion of the property identified as map and tax lot 5600 (2020), ~~Yamhill~~ Tillamook County, Oregon ("Property"). The Parties may but are not obligated to attach the legal description of the Property as Exhibit A. The lease shall be limited to an area of the Property identified by the Parties as of the Effective Date, which shall constitute the tower location and surrounding areas necessary for the placement of tower-related equipment (switches and Fiber point), Utility Box, and related equipment ("Tower Location"). The Parties

may but are not required to attach a map depicting the Tower Location, and access thereto, as Exhibit B. Except as limited or otherwise provided herein, this Lease shall include rights of ingress and egress to and from the Tower Location, as well as the right to place utilities servicing the Tower Location.

3.0 Term. The Lease term ("Term") shall begin on the Effective Date and shall last for ten (10) calendar years. Lessee shall have the right to extend the Term for a five-year additional term, which right may be exercised twice (for a total possible extension of ten (10) years), by providing Landlord with written notice of its decision to exercise its right to extend within 180 days before or after the applicable term ends.

LEASE AGREEMENT (Tower and Related Equipment)

4.0 Rent. The monthly rent during the Term shall be as follows (check one):

Option 1: Lessee shall be obligated to provide Property Owner with free internet

or other services for the duration of the Term, with the following special terms or conditions: _____

[] **Option 2:** Lessee shall be obligated to pay the Property Owner rent in the amount of: \$_____ per month ("**Rent Payment**"). The Rent Payment shall automatically increase by 5% every three years, beginning on January 1st, 2024. Each Rent Payment shall be due on the 5th of each month. The Property Owner shall be obligated to provide written instruction to Lessee as to whether such Rent Payment shall be delivered by check or by electronic transfer of funds.

5.0 Lessee Rights. Beginning on the Effective Date, Lessee may place one tower on the Tower Location, which shall have the primary purpose of sending, receiving, and/or distributing or disseminating electronic communications. Additionally, the Lessee may place in the Tower Location such incidental items or equipment as Lessee deems necessary or desirable for the functioning of the tower and facilitation of its purposes, including but not limited to concrete, rock, one or more shed(s), generator(s), cables, and related equipment (without limitation antennas, switches, wiring, routers, power facilities, wires).

6.0 Lessee Obligations. In addition to any other obligations required of Lessee herein, Lessee shall have the following obligations:

- a. Lessee shall be obligated to maintain the tower and all related elements in safe, good and operable condition.
- b. Lessee shall promptly remove (but reserving the option to replace) any item or element if and when such item or element is at the end of its useful life.
- c. Lessee shall ensure that light or noise emitting from the tower and its componentry is reasonably limited as well as shielded to the extent reasonably possible from any adjacent residential areas.
- d. If the Property is residential in nature and occupied by the Property Owner, or any tenants or guests of the Property Owner, then Lessee shall be obligated to provide such occupants with at least 72 hours' notice prior to accessing the Tower Location. Such notice may be verbal. However, no notice shall be required in the event of an emergency, which shall be construed to include without limitation any immediate repair of malfunctioning equipment.
- e. If Lessee disturbs the ground or any vegetation on the Property in its exercise of the rights provided herein, Lessee shall be obligated to promptly return such ground and/or vegetation to a condition similar to the condition it was in prior to Lessee's disturbance, to the extent reasonably possible.
- f. Lessee shall be responsible for all connection and monthly charges assessed by any utility service provider for utilities servicing the Tower Location, and hold Property Owner harmless thereof.
- g. Lessee shall be responsible for all costs and expenses incurred by Lessee which are associated with the exercise of its rights hereunder.

7.0 Tower Ownership. The Parties agree that all tower elements, including the tower itself,

shed(s), equipment, antennas, generators, and related equipment, is and shall remain the property of Lessee.

8.0 Lease for Public Safety; Third Party Beneficiary. This Lease includes the right for the lessee to provide tower space to other vendors. The Parties' intend that they qualify as a donee third party beneficiary under Oregon law.

8.1 Certification. Prior to exercising any rights provided to other vendors hereunder, Vendor shall provide written notice to the Property Owner and the Lessee stating that it agrees to comply with the terms contained in this Section, and certifies that its insurance coverage complies with those terms provided in Section 8.2.6 herein.

8.2 Limitations. The rights of the vendor (or its local district assignee) shall be strictly limited as follows:

8.2.1 All equipment placed on or about any tower shall be located in the Tower Location;

8.2.2 No equipment placed on any tower shall materially interfere with the activities the Property Owner or Lessee and shall not materially interfere with the functionality of any of Lessee's existing or later-installed equipment.

8.2.3 The vendor shall ensure that light or noise emitting from any equipment it places on or about the tower is reasonably limited as well as shielded to the extent reasonably possible from any adjacent residential areas..

8.2.4 No equipment may be placed on any tower if such equipment (or the installation thereof) would threaten the structural integrity of the tower or exceed the tower's engineered load capacity;

LEASE AGREEMENT (Tower and Related Equipment)

8.2.5 All equipment placed on any tower shall, at all times, be maintained in good condition and repair, shall function and be used in accordance with such equipment's intended design, and shall be promptly removed if and when such equipment cannot be repaired or is at the end of its useful life;

8.2.6 The vendor's general liability policy shall insure to the same limits as provided in Section 10 property damage and bodily injury arising from or related to the vendor's access or use of the tower or related areas by the vendor's employees, contractors, agents and representatives, and shall name the Property Owner and Lessee as an additional insured;

8.2.7 Prior to accessing any Tower Location, the vendor shall provide the Lessee and the Property Owner no less than 72 hours' written notice stating the proposed date, time and reason for access. If such notice is mailed, an additional three (3) days shall be required to allow for mailing.

8.2.8 The vendor shall comply with any written rules or regulations issued by the Lessee that relate to the installation, use, maintenance, repair and ultimate removal of equipment on or about the tower. The vendor (and/or its assigns) shall be obligated to comply with such rules and

regulations, or any amendments thereto, within 30 days of the date on which notice of such rules and regulations is issued.

8.3 Indemnity. The vendor shall indemnify, defend, and hold harmless the Property Owner and the Lessee from any and all liability, damage, expenses, attorneys' fees, causes of actions, suits, claims, or judgments, which are connected with or related to vendor access or use of the Tower Location or any element thereof. The vendor shall, at its own cost and expense, defend any and all claims or suits that may be brought or asserted against the Property Owner or the Lessee, either alone or in conjunction with others upon any such above-mentioned cause or claim through legal counsel reasonably satisfactory to the Property Owner and the Lessee, and shall satisfy, pay, and discharge any and all settlements paid by or judgments that may be entered against the Property Owner or the Lessee, regardless of whether a lawsuit is actually filed, including reasonable attorneys' fees charged by such legal counsel and the legal counsel of the Property Owner and Lessee.

9.0 Indemnification. Lessee shall hold the Property Owner harmless for any liens, claims, damages or other liabilities of the Lessee related to the Lessee's performance of duties or exercise of rights under this Lease. Lessee shall indemnify and save harmless the Property Owner from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to Property Owner or to third parties arising out of Lessee's performance of duties or exercise of rights under this Lease.

10.0 Liability Insurance. The Lessee shall obtain and maintain one or more liability and damage insurance policies as will protect the Lessee for any and all claims for property damage or personal injury, including death, which may arise from the Lessee's performance of duties or exercise of rights under this Lease. Such insurance shall provide coverage for not less than the following:

Property Damage: \$1,000,000 (one claimant)

\$2,000,000 (all claimants)

Personal Injury or Death: \$2,000,000 (one claimant)

\$2,000,000 (all claimants)

The Property Owner shall be named as an additional insured on such policy(ies), and the endorsement of such policies shall contain a notice of cancellation provision. Lessee shall be obligated to provide Property Owner with certificates of insurance showing compliance with this Section, upon receipt of written request from the Property Owner.

11.0 Assignment; Successors-in-Interest. This Lease shall be binding on and inure to the benefit of the Parties, their successors and assigns. Each Party shall be obligated to provide such Party's assignee or successor (including tenants of Property Owner) a copy of this Lease. This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

12.0 Warranties and Representations. Each Party represents that he/she/they/it voluntarily accepts this Lease, and executes it on the basis of each Party's own judgment, belief, and knowledge of the Tower Location and access thereto; that neither Party has been

influenced to any extent whatsoever in executing this Lease by any representations or statements not expressly stated herein, except for those that relate to the location of the Tower location and access thereto; that no representations as to the zoning and use

LEASE AGREEMENT (Tower and Related Equipment)
restrictions nor as to the condition or state of repairs of or title to the Property has been made by any Party, except as provided herein; each Party has actual authority to execute this Lease and that no further approvals or consents are required to obtain such authority; and that no Party has employed a realtor or consultant who would be owed a commission as a result of the execution of this Lease. Lessee accepts the Tower Location AS-IS, WHERE-IS, including latent or unapparent defects, without any representations or warranties, express or implied, except as otherwise provided herein, and based solely on its own inspection of the Tower Location. Property Owner represents and warrants that the Property Owner is the vested owner of the Property and that execution of this Lease will not constitute a breach of any other contractual or other obligation of the Property Owner.

13.0 Condition of Title; Obligations of Property Owner. This Lease is subject to all encumbrances and liens of record affecting the Property. Property Owner represents and warrants that no encumbrance affecting the Property will materially limit the Lessee's exercise of its rights under this Lease. Property Owner represents and warrants that the Property owner is not currently delinquent on any payments owed under any instrument or obligation the performance of which is secured by the Property (*e.g.* a trust deed or mortgage). For the duration of the Term, the Property Owner shall be obligated to keep current and not allow to become delinquent the obligations of the Property Owner under any instrument or obligation the performance of which is secured by the Property. Property Owner shall be obligated to promptly forward to Lessee any notice of delinquency received by Property Owner that relates to an obligation secured by the Property.

14.0 Default. A default shall occur if either Party fails to comply with any term of this Lease within thirty (30) days of delivery of a written notice by the non-defaulting Party specifying the nature or character of the default. The defaulting Party may avoid such default by curing the alleged default or, if such default is not reasonably curable within such 30-day period, by providing the non-defaulting Party with a notice of the defaulting Party's intention to cure, followed by prompt and reasonable action taken by the defaulting Party to cure the alleged default.

15.0 Obligations Upon Termination. Upon termination of this Lease, Lessee shall be obligated to remove all fixtures and improvements located on the Property within 90 days of the termination date, and return the Tower Location to the Property Owner in a condition substantially similar to the condition the Tower Location was in as of the Effective Date, to the extent reasonably possible. The Property Owner shall provide Lessee reasonable access to allow Lessee to comply with the preceding section.

LEASE AGREEMENT (Tower and Related Equipment)

16.0 Recording. Either Party may record this Lease. The recording Party shall alone bear the cost of recording.

16.0 Notice. Any notice allowed or required herein to be given to any Party shall be in

writing and delivered either personally or by first class mail to the address stated below. If notice is mailed, then three days shall be added to any required time period allow for delivery.

Lessee: Computer & Support Services, LLC

Attn: Eric Lessor

110 Pacific Ave., Unit #1

Tillamook, OR 97141

Phone: 503-801-6451

Email: elessor@supportnservices.com

Property Owner: Samuel + Jennifer Mankins

Phone: 702-523-1546

Email: Sjwcmankins@yahoo.com

17.0 Duty of Good Faith; Further Documents and Assurances. The Parties agree to take any reasonable and necessary actions required to carry out the provisions and purpose of this Lease. At any time and from time to time after the Effective Date, each Party shall, upon request of another Party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Lease, as may be reasonably requested to carry out the transactions contemplated herein and to permit each Party to enjoy its rights and benefits hereunder.

18.0 Enforcement Costs. In the event that any of the Parties brings any action or proceeding to enforce this Lease or any provision thereof, the prevailing Party in such action or proceeding will be entitled to recover from the other Party or parties, reasonable attorneys' fees (including expert and paralegal fees) and costs, as shall be awarded by the court.

19.0 **Waiver; Modification.** Failure to enforce any provision of this Lease does not constitute a continuing waiver of that provision, any other provision or of the entire Lease. The rights and duties under this Lease shall not be modified except in a writing signed by both Parties.

LEASE AGREEMENT (Tower and Related Equipment)

20.0 Entire Agreement; Amendments. Except relating to the location of the Tower Location and access thereto, this Lease constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplements or modifications or waivers or terminations of this Lease shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any provisions of this release shall be deemed or shall constitute a waiver of any other provision herein, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21.0 Headings; Interpretation. The headings contained in this document have been inserted for convenience only and in no way define or limit the scope or interpretation of this

agreement. This Lease is a product of negotiation between the Parties and represents jointly conceived, bargained for and agreed upon language which is mutually determined by the parties. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the construction or interpretation of this Lease.

22.0 Governing Laws and Venue. This Lease has been entered into and executed in the state of Oregon and shall be interpreted in accordance with the laws of Oregon. Venue shall be limited to Tillamook County.

23.0 Singular and Plural. For all terms used in this Lease, the singular shall include the plural and the plural shall include the singular.

24.0 Counterparts. This Lease may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together constitute one and the same instrument.

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(signatures to follow)

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LEASE AGREEMENT (Tower and Related Equipment) Page 9 of 9

IN WITNESS WHEREOF, the parties hereunto have caused this Lease to be executed as of the month and date last below written.

PROPERTY OWNER LESSEE

Name Date Eric Lessor Date

*Registered Agent and Member of
Computer Support & Services, LLC*

[Signature] 1/18/22

Name Date

[Signature] 1/18/22

Name Date

OREGON COAST WIRELESS

A DBA OF COMPUTER SUPPORT & SERVICES, LLC

110 Pacific Ave, Tillamook, OR 97141

503-354-2036 <http://ocwn.us>

August 1, 2022

To Whom it may Concern,

Communication Tower Project

This Project seeks to meet community needs in the Pacific City. The towers placed at 6507 Pacific Ave; Pacific City 97112 will be used for increased Internet access in the area. This work is a continuation of the work started by the Nestucca Valley School District to enhance the rural area internet for distance learning, tell-a-health medicine, and other services for elderly and students. The towers will also serve as an enhanced communication system, including Hamm radio repeaters, utilized by public safety entities and emergency responders in the region. I can be reached with questions at 503-354-2036.

Respectfully,



Eric Lessor