



Land of Cheese, Trees and Ocean Breeze

**CONDITIONAL USE REQUEST #851-22-000334-PLNG:
MANKINS COMMUNICATION TOWER
ADMINISTRATIVE DECISION & STAFF REPORT**

Decision Date: April 4, 2023

**Decision: APPROVED WITH CONDITIONS
(This is not Building or Zoning Permit Approval)**

Report Prepared By: Sarah Absher, CFM, Director

I. GENERAL INFORMATION

Request: Conditional Use request to permit an existing communication tower installed on the subject property (Exhibit B).

Location: Located within the Unincorporated Community of Pacific City/Woods, the subject property is located at 6530 Fisher Avenue, a County road, and designated as Tax Lot 5600 in Section 30BA of Township 4 South, Range 10 West, W.M., Tillamook County, Oregon (Exhibit A).

Zone: Pacific City/Woods Neighborhood Commercial (PCW-C1)

Applicant & Property Owner: Sam & Jennifer Mankins, 6530 Fisher Avenue, Pacific City, Oregon 97135

Property Description: The subject property is rectangular in shape, relatively flat, approximately 0.08 acres in size, and consists of residential structures, some utilized in conjunction with transient accommodations for the Anchorage Inn Motel located on the neighboring property to the east (Exhibit A). The subject property is a through-lot and is bordered by Pacific Avenue to the north and Fisher Avenue to the south, both County roads (Exhibit A). The majority of properties within the immediate vicinity of the subject property to the north, east and west are also zoned Pacific City/Woods Neighborhood Commercial (PCW-C1) and consist of a mix of improvements for both commercial and residential uses. Properties to the south (south of Fisher Avenue) are zoned Pacific City/Woods High Density Residential (PCW-R3) and are improved with residential structures. The commercial corridor extends westward in this vicinity with several commercial uses within 300-feet of the subject property (Exhibit A).

II. APPLICABLE ORDINANCE AND COMPREHENSIVE PLAN PROVISIONS

The desired use is governed through the following Sections of the Tillamook County Land Use Ordinance (TCLUO). The suitability of the proposed use, in light of these criteria, is discussed in Section III of this report:

- A. Section 3.337: Pacific City/Woods Neighborhood Commercial (PCW-C1) Zone**
- B. Section 3.510: Flood Hazard Overlay (FH) Zone**
- C. Article VI: Conditional Use Procedures and Criteria**

III. ANALYSIS:

A. Section 3.337: Pacific City/Woods Neighborhood Commercial (PCW-C1) Zone

PURPOSE: The purpose of the PCW-C1 zone is to permit a moderate level of commercial activities to serve the commercial needs of neighborhoods, rural areas, and tourist areas. Commercial uses in the PCW-C1 zone typically provide goods and services that would be required by most households in the area, and they have relatively few impacts on neighboring areas. Land is suitable for the PCW-C1 zone because it:

- (a) Is needed;*
- (b) Is physically capable of being developed;*
- (c) Can obtain access to a public road without causing traffic hazards or congestion;*
- (d) Will not cause significant conflicts with nearby residential uses; and*
- (e) Has sufficient land area to accommodate off-street parking.*

1. **Section 3.012(3)** list uses permitted conditionally in the PCW-C1 Zone. Section 3.337(3)(s) lists towers for communications, wind energy conversion systems, or structures having similar impacts as a use permitted conditionally in the PCW-C1 Zone.

Findings: Installation of a communication tower is a use permitted conditionally in the PCW-C1 Zone. TCLUO Section 3.337(4) outlines development standards for those uses allowed outright and conditionally in the PCW-C1 zone. The communication tower is not considered to be a residential structure. Adjacent properties are also zoned PCW-C1, and structures shall be either constructed on the property line or setback at least 3-feet. The submitted site plan confirms the location of the communication complies with this section (Exhibit B).

Conclusion: Staff finds that the applicable development standards of TCLUO 3.337(4) are met or can be met through the Conditions of Approval.

B. Section 3.510: Flood Hazard Overlay (FH) Zone

- (1) *PURPOSE: It is the purpose of the FH zone to promote the public health, safety and general welfare and to minimize public and private losses or damages due to flood conditions in specific areas of unincorporated Tillamook County by provisions designed to:*

- (a) Protect human life and health;*
- (b) Minimize expenditure of public money for costly flood control projects;*
- (c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the public;*
- (d) Minimize prolonged business interruptions;*
- (e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazards;*
- (f) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;*
- (g) Ensure that potential buyers are notified that property is in an area of special flood hazard; and*
- (h) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.*

(i) Maintain the functions and values associated with Special Flood Hazard Areas which reduce the risk of flooding.

(5) *GENENERAL STANDARDS: In all areas of special flood hazards the following standards are required:*

ANCHORING

(b) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

CONSTRUCTION MATERIALS AND METHODS

(d) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(e) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(f) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be elevated to prevent water from entering or accumulating within the components during conditions of flooding. In Flood Zones A, A1-A30, AE, V, V1-V30 or VE, such facilities shall be elevated three feet above base flood elevation. In Flood Zone AO, such facilities shall be elevated above the highest grade adjacent to the building, a minimum of one foot above the depth number specified on the FIRM (at least two feet above the highest adjacent grade if no depth number is specified).

Findings: The subject property is located entirely within the ‘AE’ zone of the Special Flood Hazard Area (SFHA) as depicted on FEMA Flood Insurance Rate Map (FIRM) 41057C0855F dated September 28, 2018 (Exhibit A). The subject property is not located within a mapped Floodway. Compliance with the standards outlined above is required and review of the placement of the communication tower is subject to Development Permit approval. A Condition of Approval has been made reflecting the requirements of this section.

C. Article VI Conditional Use Procedures and Criteria

Article VI of the Tillamook County Land Use Ordinance contains the procedures and review criteria for processing a Conditional Use request. These criteria, along with Staff’s findings and conclusions, are indicated below.

1. **Section 6.020 Procedure** requires notification of the request to be mailed to landowners within 250-feet of the subject property and agencies, to allow 14 days for written comment, and requires staff to consider comments received in making the decision.

Findings: Notice was mailed to property owners and agencies on September 7, 2022. Comments received are included in “Exhibit C”. Comments largely oppose allowing the communication tower to remain on the property, siting placement without permits is not justification to allow the communication tower to remain, the tower is sited too closely to residential uses and that this communication service is not needed in this area (Exhibit C).

Responses to the comments related to siting of a communication tower in the vicinity are included in the criteria responses below. Comments also question why the communication tower should be permitted if installed without land use and permit approval (Exhibit C).

2. Section 6.040 Review Criteria

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

Findings: As mentioned previously, the proposed use for the installation of a communication tower is listed as a use permitted conditionally in the underlying zone (TCLUO 3.337(3)(s)).

Conclusion: This criterion is met.

(2) The use is consistent with the applicable goals and policies of the comprehensive plan.

Findings: Applicant states this project seeks to meet the needs of Pacific City, and is a continuation of 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 applicant adds the tower will also serve as an enhanced communication system, including Hamm radio repeaters, utilized by public safety entities and emergency responders in the region (Exhibit B).

The Tillamook County Land Use Ordinance is an implementing document of the Comprehensive Plan. In the absence of evidence to the contrary, uses allowed conditionally in the Land Use Ordinance are presumed to be consistent with the Comprehensive Plan.

Specifically, the proposed installation of a communication tower is supported by the goals and policies outlined in the Goal 11: Public Facilities element and Goal 14: Urbanization element of the Tillamook County's Comprehensive Plan, and both elements recognize the need for development of public facilities and services in unincorporated communities. A need can be demonstrated that additional communication infrastructure is necessary throughout Tillamook County, specifically enhanced communication infrastructure for residential and commercial use as well as enhanced emergency response. In review of the Pacific City/Woods Community Plan dated July 28, 1999 and amended January 1, 2019, Staff finds that the communication tower does not conflict with the goals and policies of the community plan.

Conclusion: Staff concludes that the proposed use is consistent with the applicable goals and policies of the Tillamook County Comprehensive Plan and is not in conflict with the community policies outlined in the Pacific City/Woods Community Plan.

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

Findings: The subject property is rectangular in shape and relatively flat (Exhibit A). Neighboring properties to the east and west are under the same ownership of the subject property (Exhibit A). Some residential structures on the western property are under the same ownership as the subject property and are utilized in conjunction with transient accommodations for the Anchorage Inn Motel, also owned by the applicant/property owner and located on the neighboring property to the east (Exhibit A). The subject property is a through-lot and is bordered by Pacific Avenue to the north and Fisher Avenue to the south, both County roads (Exhibit A).

While the subject property is located within an Area of Special Flood Hazard and is mapped as a wet flood plain, there are no mapped natural features on the subject property. Mapped wetlands are not present on the subject property (Exhibit A).

The submitted site plan confirms the communication tower has been sited in a manner consistent with the relevant development standards outlined in TCLUO Section 3.337(4) of the PCW-C1 Zone (Exhibit B).

Conclusion: The subject property is suitable for the installed communication tower based on its size, shape and relatively flat topography and absence of natural features at the site of construction. This criterion has been met.

(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.

Findings: Applicant states the subject property is located within an area where both commercial and residential uses have been established, and is within the southern region of the commercial zoned district where several active businesses are located (Exhibit B). The properties immediately adjacent to the subject property are utilized in conjunction with transient accommodations for the Anchorage Inn Motel located on the neighboring property to the east (Exhibits A & B).

The subject property is a through-lot, bordered by Pacific Avenue to the north and Fisher Avenue to the south, both County roads. Properties north of Pacific Avenue are utilized for commercial and residential purposes and are also zoned PCW-C1 (Exhibit A). Properties south of Fisher Avenue are zoned Pacific City/Woods High Density Residential (PCW-R3) and are predominantly utilized for residential purposes (Exhibit A).

As mentioned above, the submitted site plan confirms the communication tower has been sited in a manner that confirms setbacks are met and that use of the tower is able to take place within the boundaries of the subject property (Exhibit B). Photos of the tower are included in "Exhibit D". Photos confirm the style of the tower does not substantially limit, impair or prevent uses of surrounding properties for permitted uses in the PCW-C1 and PCW-R3 zones, and does not obstruct light, air, limit privacy or prevent access for emergency access to neighboring properties.

It should be noted that the guy wire for the tower extends across and onto the adjacent property to the west, however this property is also owned by the Applicant/Property Owner (Exhibits A & B). Given the topography of the area, the location of structures in relation to the location of the tower on the subject property and the location of the structure in relation to other residential properties in the area, the siting of the communication tower on the subject property does not substantially limit, impair, or prevent the use of nearby properties.

The subject property is located east of the boundary of the Pacific City Airport Overlay (PAO) Zone and any height restrictions or development prohibitions for development on nearby properties part of the PAO zone do not apply to the siting of the communication tower. To ensure any development requirements or standards are adhered to, a Condition of Approval has been made to ensure the applicant shall obtain all required permits from federal and state agencies for siting of the communication tower. Agencies include the Oregon Department of Aviation and the Federal Aviation Administration.

Conclusion: Staff concludes that the communication tower will not alter the character of the area in a manner that substantially limits, impairs or prevents the use of surrounding properties for the permitted uses in the underlying zone. This criterion has been met.

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

Findings: The applicant's submittal states that there are no solar or wind energy systems on or near the property (Exhibit B). Staff did not identify any solar energy systems, wind energy conversion systems or windmills in the area.

Conclusion: This criterion has been met.

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

Findings: Applicant states for the reasons outlined in the narrative included with this application, the communication tower is timely and critical to meet the immediate public facilities and service needs in this area of Tillamook County (Exhibit B). Staff finds that existing services in the area include adequate access to the property, water, sanitation, electric and emergency services.

Conclusion: Staff concludes that adequate public facilities and services exist in the area.

IV. DECISION AND CONCLUSION

Based on the findings shown above, Staff concludes that the applicant has satisfied the review criteria and can meet all applicable ordinance requirements at the time of application. Therefore, the Department approves this request subject to the Conditions of Approval in section V of this report.

Appeal of this decision. This decision may be appealed to the Tillamook County Planning Commission, who will hold a public hearing. The forms and fees must be filed in the office of this Department before **4:00 PM on April 17, 2023**.

V. CONDITIONS OF APPROVAL

TCLUO Sections 6.070: COMPLIANCE WITH CONDITIONS, and 6.080: TIME LIMIT requires compliance with approved plans and conditions of this decision, and all other ordinance provisions. Failure to comply with the Conditions of Approval and ordinance provisions could result in nullification of this approval.

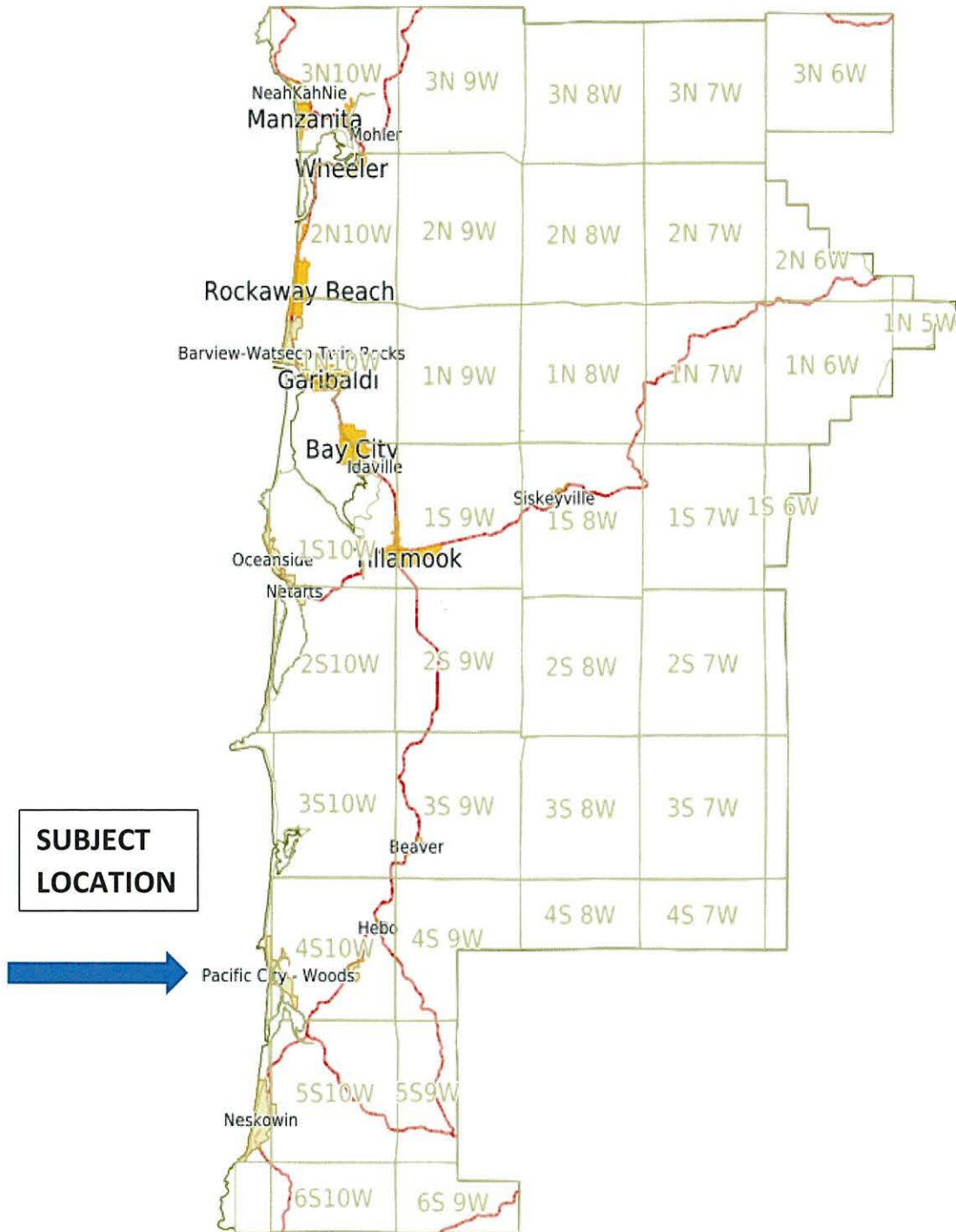
1. The applicant shall obtain all required permits from Federal, State and Local agencies prior to development.
2. The applicant/property owner shall adhere to the development standards outlined in TCLUO Section 3.337: Pacific City/Woods Community Commercial (PCW-C1) Zone.
3. A site plan, drawn to scale, illustrating the proposed development and compliance with required setbacks shall be provided at the time of consolidated Building/Zoning Permit application submittal. The site plan shall include the location of the communication tower and setbacks from the property lines.
4. Development of the property shall comply with the relevant standards for development within Areas of Special Flood Hazard and the Flood Hazard Overlay (FH) Zone, TCLUO Section 3.510. Development Permit approval is required, and the Development Permit shall be submitted prior to or in conjunction with the consolidated Building/Zoning Permit to bring the communication tower into compliance.
5. The applicant/property owner shall submit a service provider letter from the Nestucca Rural Fire Protection District at the time of consolidated Building/Zoning Permit application submittal.
6. Any exterior night lighting installed on the project site shall be of low intensity, low glare design, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels.
7. This approval shall be null and void on **April 4, 2025**, unless all Conditions are met, or an Extension of Time is requested from, and approved by, this Department.

VI. EXHIBITS

- A. Assessor's Map, Zoning Map, FEMA FIRM
- B. Applicant submittal
- C. Public & Agency Comments

EXHIBIT A

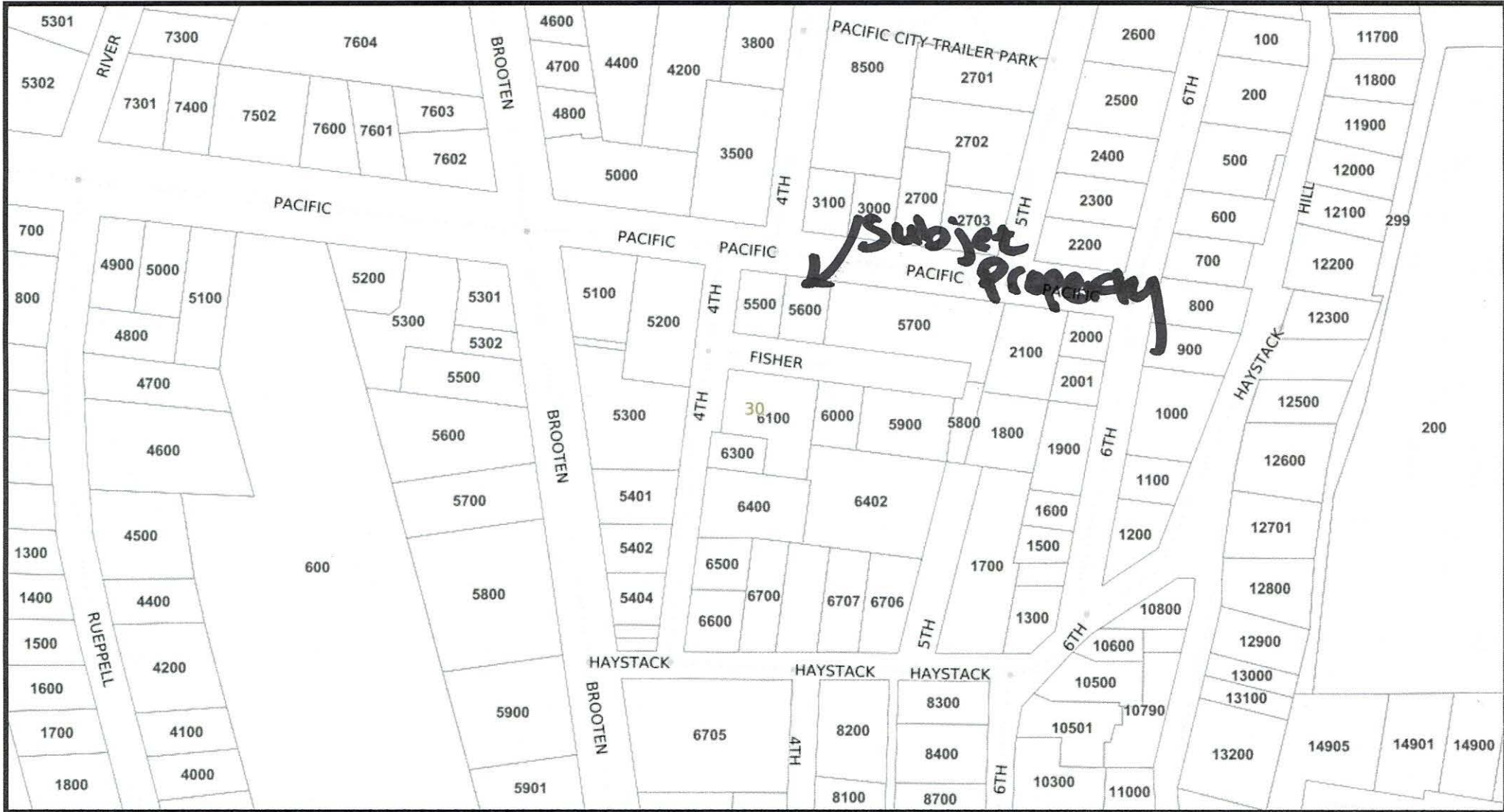
VICINITY MAP



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



Tillamook County GIS

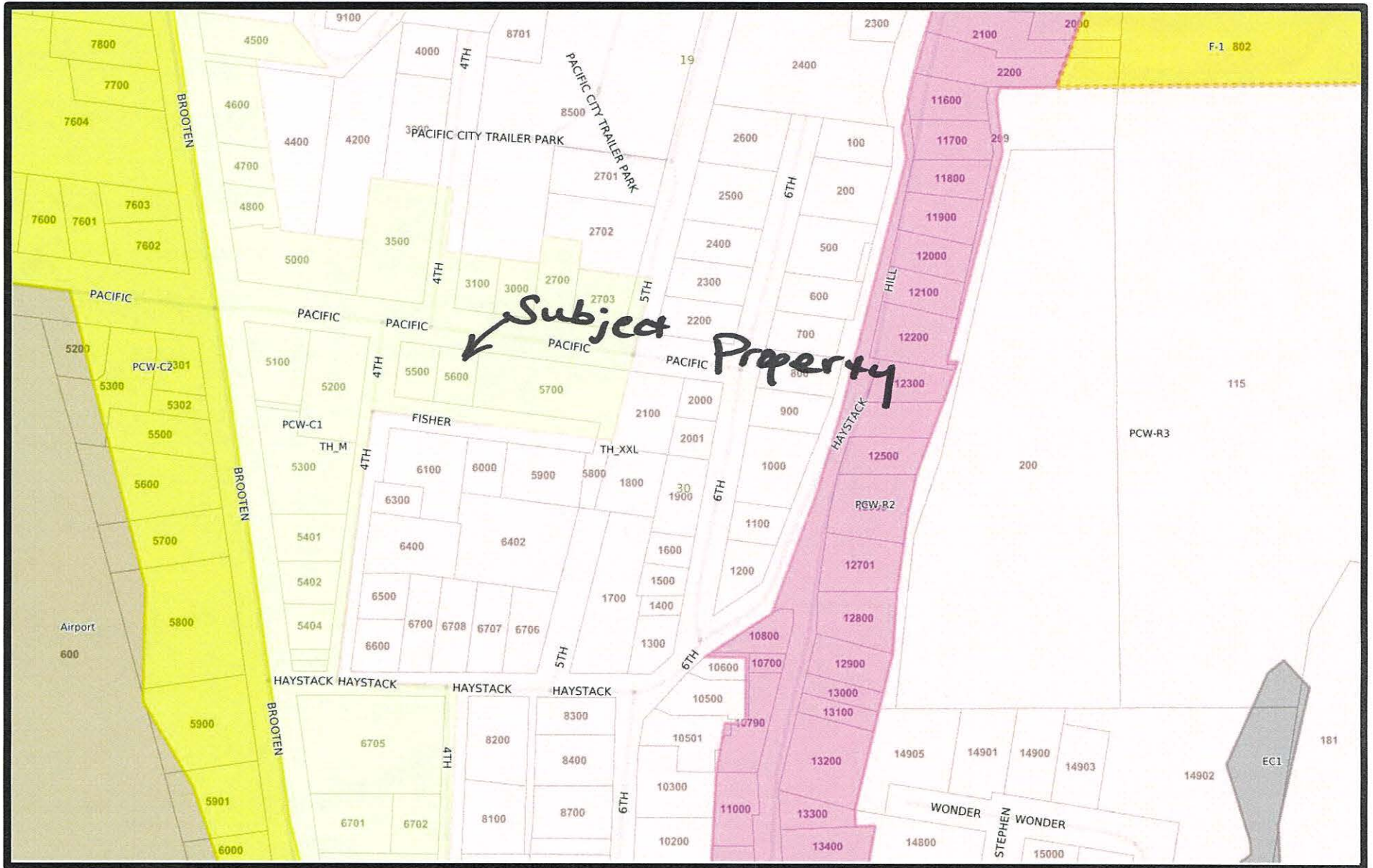


Created: Tue Apr 04 2023-16:21:6

Active Layers: County_Boundary, Fed_state_highways, citylimit, community_polygon, TaxlotOwner, Township_Range_Section, Road_Centerline

Extent: -13799596.182786, 5653081.7678939, -13798888.54311, 5653462.7587067

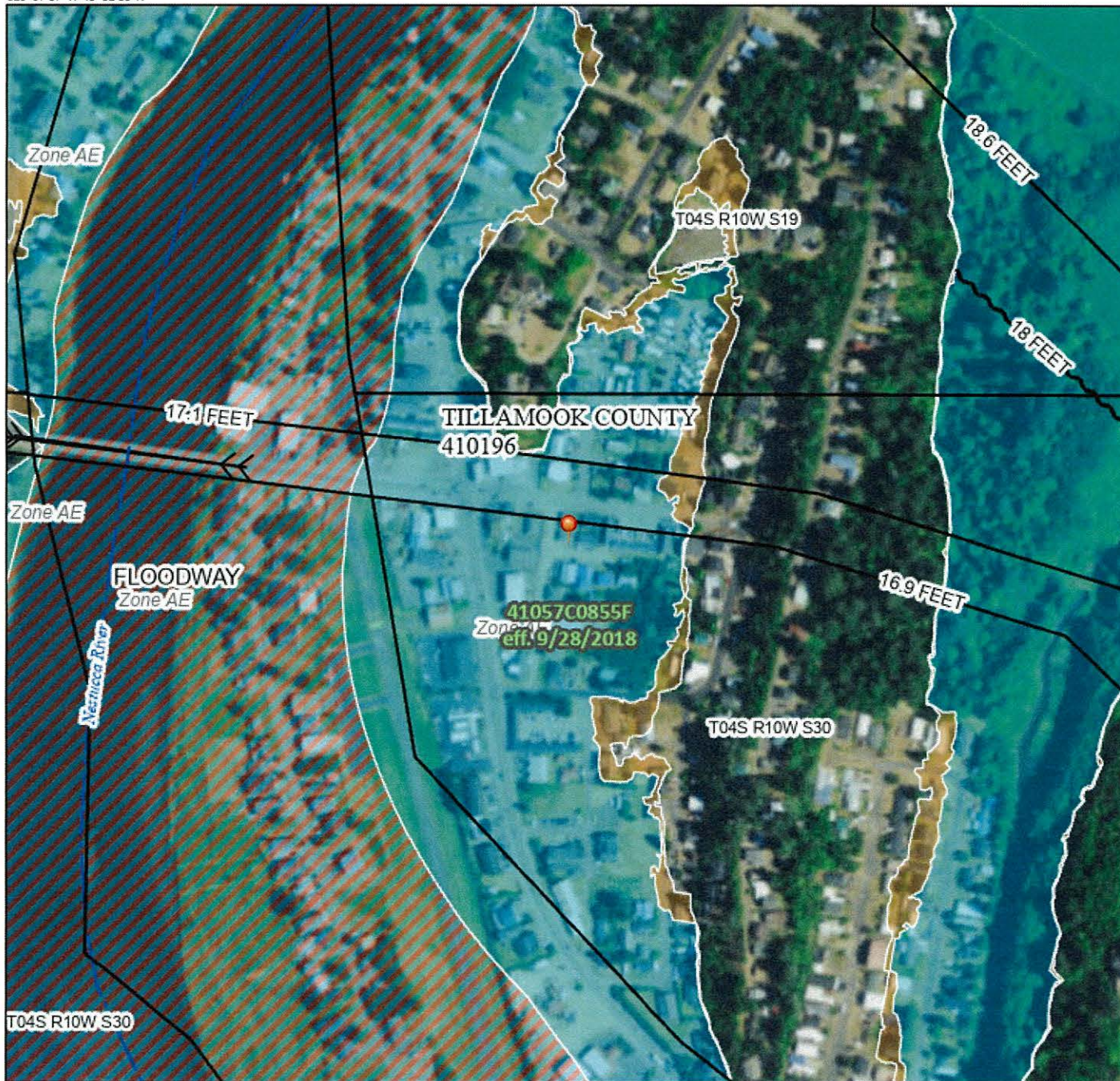
Map



National Flood Hazard Layer FIRMette



123°57'57"W 45°12'18"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D

OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES	20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
	17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

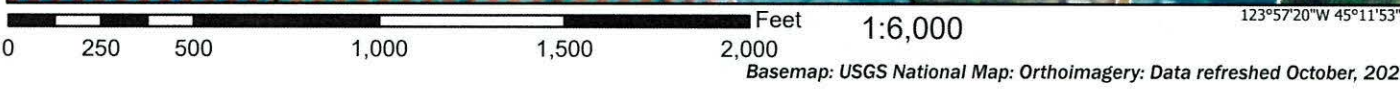
MAP PANELS

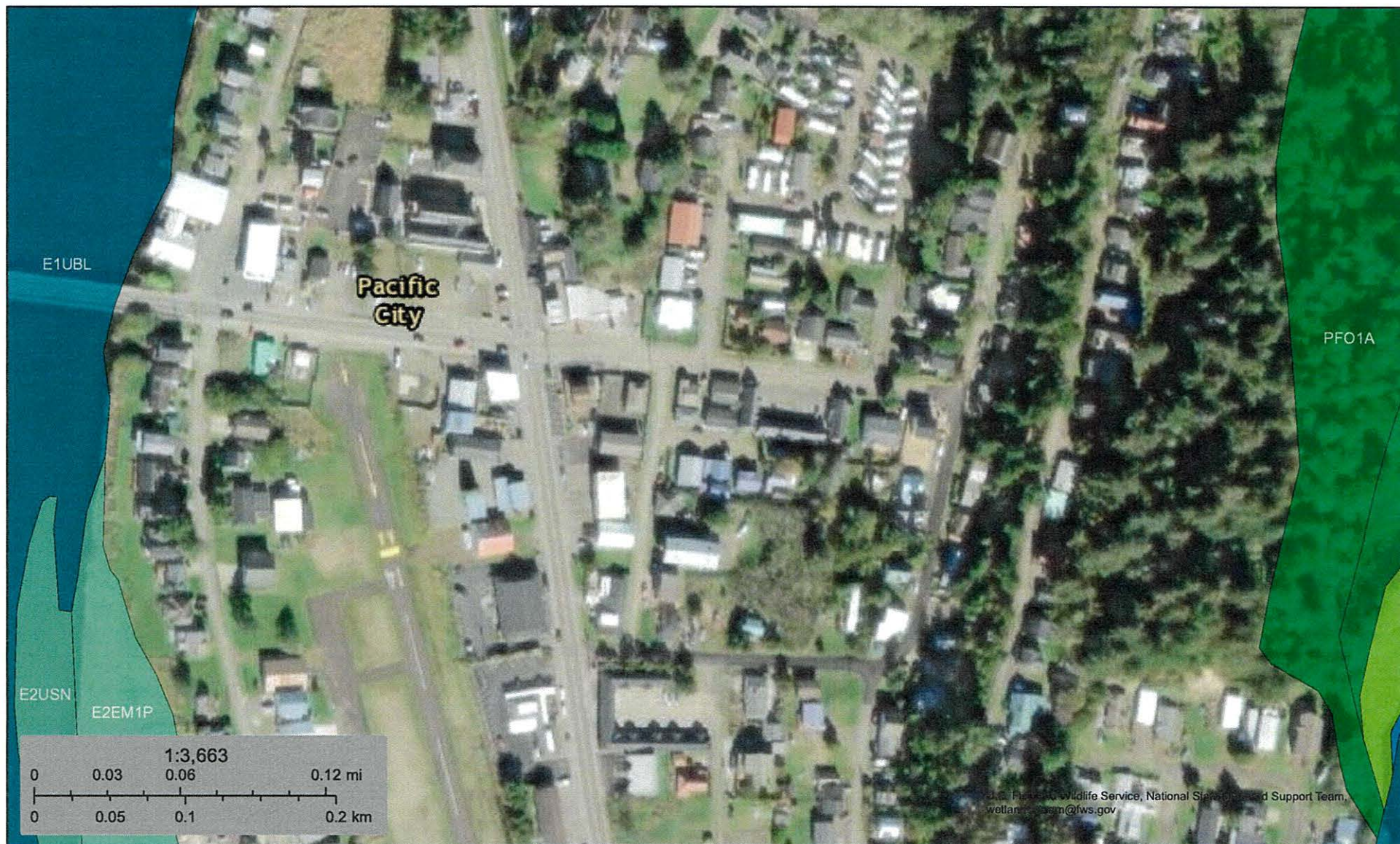
<input type="checkbox"/>	Digital Data Available
<input type="checkbox"/>	No Digital Data Available
<input type="checkbox"/>	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/4/2023 at 7:17 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





April 4, 2023

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

TILLAMOOK County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

April 1, 2023 1:47:49 pm

Account # 233722 Map # 4S1030BA05700 Code - Tax # 2202-233722 Legal Descr Multiple Lots - See legal report for full description. Mailing Name MANKINS FAMILY LLC Agent In Care Of Mailing Address PO BOX 965 PACIFIC CITY, OR 97135 Prop Class 201 MA SA NH Unit RMV Class 201 07 01 300 7738-1	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # 2017-4389 Sales Date/Price 07-12-2017 / \$600,000.00 Appraiser KARI FLEISHER
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Situs Address(s)	Situs City
ID# 1 6585 PACIFIC AVE	COUNTY

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
2202	Land	192,310			Land	0
	Impr.	619,440			Impr.	0
Code Area Total		811,750	446,990	446,990		0
Grand Total		811,750	446,990	446,990		0

Land Breakdown										
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
2202	1	<input checked="" type="checkbox"/>		R-3	Commercial Site	116	A	0.31		182,310
2202					OSD - AVERAGE	100				10,000
Grand Total								0.31		192,310

Improvement Breakdown									
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
2202	1	1946	416	Motel - Small < 20 units	116	5,678			619,440
Grand Total						5,678			619,440

Exemptions / Special Assessments / Potential Liability					
Code Area 2202	SPECIAL ASSESSMENTS:				
■ SOLID WASTE		Amount	24.00	Acres	0 Year 2022

PP Account(s): 2202-1451

Comments: A portion of Fifth Street was vacated and combined into this site. .03 acres vacated with total lot size now .31 ac. Transaction no. 02 - 66456 per instrument V - 435, P - 43, order 02 - 37, dated 4/3/02. Not change in value. gbs 7/25/02 // RMV reappraised for 2005. gbs 8/8/05 11/8/11 Commercial stat class conversion to 416. KF 5/22/20 Ductless heat pumps were added to most units. Tabled improvement. KF

TILLAMOOK County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

April 1, 2023 1:48:23 pm

Account # 293131 Map # 4S1030BA05600U1 Code - Tax # 2202-293131 Legal Descr FISHER'S SUBDIVISION Block - 2 Lot - 5 Mailing Name HEMENS, MARTIN & BARBARA J & Agent In Care Of MANKINS, SAMUEL J & JENNIFER K Mailing Address PO BOX 965 PACIFIC CITY, OR 97135 Prop Class 101 MA SA NH Unit RMV Class 101 09 ST 901 18609-2	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # 2017-4741 Sales Date/Price 07-10-2017 / \$150,000.00 Appraiser EVA FLETCHER
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Situs Address(s)	Situs City
ID# 6530 FISHER AVE	COUNTY

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
2202	Land	53,790			Land	0
	Impr.	172,880			Impr.	0
Code Area Total		226,670	90,530	90,530		0
Grand Total		226,670	90,530	90,530		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Trended RMV
						TD%	LS	Size	
2202					LANDSCAPE - FAIR	100			250
2202	1	<input checked="" type="checkbox"/>		PCW-C 1	Market	118	A	0.08	24,540
2202					OSD - AVERAGE	100			14,500
2202					OSD - AVERAGE	100			14,500
Grand Total								0.08	53,790

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
2202	1	1935	121	One story		TD%	1,040		56,850
2202	2	1935	232	Duplex		179	1,056		116,030
Grand Total							2,096		172,880

Exemptions / Special Assessments / Potential Liability					
Code Area 2202					
SPECIAL ASSESSMENTS:					
■ SOLID WASTE	Amount	18.00	Acres	0	Year 2022

Comments: 1/2 OWNERSHIP OF TL 5600 - ACCOUNT SHOWS ALL IMPROVEMENTS WITH 50% OF VALUE AND ALL ACRES WITH 50% OF VALUE
 09-08-07 Phase I review. Tabled inventory & allocated 50% value equally to 4S10 30BA U-1 & 4S10 30BA U-2 for one half interest. RMV change only. SM 02/05/14 Reappraised land, tabled values.ef

TILLAMOOK County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

April 1, 2023 1:48:44 pm

Account # 233704
 Map # 4S1030BA05500U1
 Code - Tax # 2202-233704
 Legal Descr FISHER'S SUBDIVISION
 Block - 2 Lot - 6

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Mailing Name MANKINS, SAMUEL & JENNIFER
 Agent
 In Care Of
 Mailing Address PO BOX 965
 PACIFIC CITY, OR 97135

Deed Reference # 2020-3281
 Sales Date/Price 05-23-2020 / \$135,000.00
 Appraiser EVA FLETCHER

Prop Class 101 MA SA NH Unit
 RMV Class 101 09 ST 901 19959-2

Situs Address(s)	Situs City
ID# 6510 FISHER AVE	COUNTY

Code Area		RMV	MAV	Value Summary AV	RMV Exception	CPR %
2202	Land	39,290			Land	0
	Impr.	95,510			Impr.	0
Code Area Total		134,800	72,600	72,600		0
Grand Total		134,800	72,600	72,600		0

Code Area		ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
2202						LANDSCAPE - FAIR	100				250
2202	1	<input checked="" type="checkbox"/>			PCW-C 1	Market	118	A	0.08		24,540
2202						OSD - AVERAGE	100				14,500
Grand Total										0.08	39,290

Code Area		Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
2202	2	1946	121	One story		179	600		42,150
2202	1	1946	121	One story		179	900		53,360
Grand Total								1,500	95,510

Exemptions / Special Assessments / Potential Liability									
Code Area 2202									
SPECIAL ASSESSMENTS:									
■ SOLID WASTE									
					Amount	12.00	Acres	0	Year 2022

Comments: 1/2 OWNERSHIP OF TL 5500 - ACCOUNT SHOWS ALL IMPROVEMENTS WITH 50% OF THE VALUE AND ALL ACRES WITH 50% OF THE VALUE
 5/13/02 Correct Year Built. dv. 9/17/09 Corrected tabled value of imps to reflect 1/2 ownership in this property. dv. 02/05/14 Reappraised land, tabled values.ef

EXHIBIT B



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 Mandins 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 | Type III | Type IV |
|--|--|---|
| <input type="checkbox"/> Farm/Forest Review | <input type="checkbox"/> Appeal of Director's Decision | <input type="checkbox"/> Appeal of Planning Commission Decision |
| <input checked="" type="checkbox"/> Conditional Use Review | <input type="checkbox"/> Extension of Time | <input type="checkbox"/> Ordinance Amendment |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Detailed Hazard Report | <input type="checkbox"/> Large-Scale Zoning Map Amendment |
| <input type="checkbox"/> Exception to Resource or Riparian Setback | <input type="checkbox"/> Conditional Use (As deemed by Director) | <input type="checkbox"/> Plan and/or Code Text Amendment |
| <input type="checkbox"/> Nonconforming Review (Major or Minor) | <input type="checkbox"/> Ordinance Amendment | |
| <input type="checkbox"/> Development Permit Review for Estuary Development | <input type="checkbox"/> Map Amendment | |
| <input type="checkbox"/> Non-farm dwelling in Farm Zone | <input type="checkbox"/> Goal Exception | |
| <input type="checkbox"/> Fore-dune Grading Permit Review | | |
| <input type="checkbox"/> Neskowin Coastal Hazards Area | | |

Location:

Site Address: 6530 Fisher Ave
 Map Number: 4S103 0 BA 05600 U1

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.


 Property Owner Signature (Required)

8/29/22
 Date

Applicant Signature _____ Date _____



PLANNING APPLICATION

OFFICE USE ONLY	
RECEIVED	
Date Stamp: 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@me.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.pe@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
- 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: 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

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,

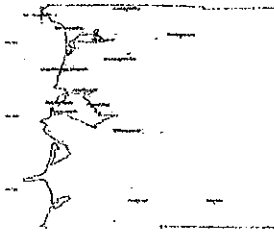
Communication Tower Project

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

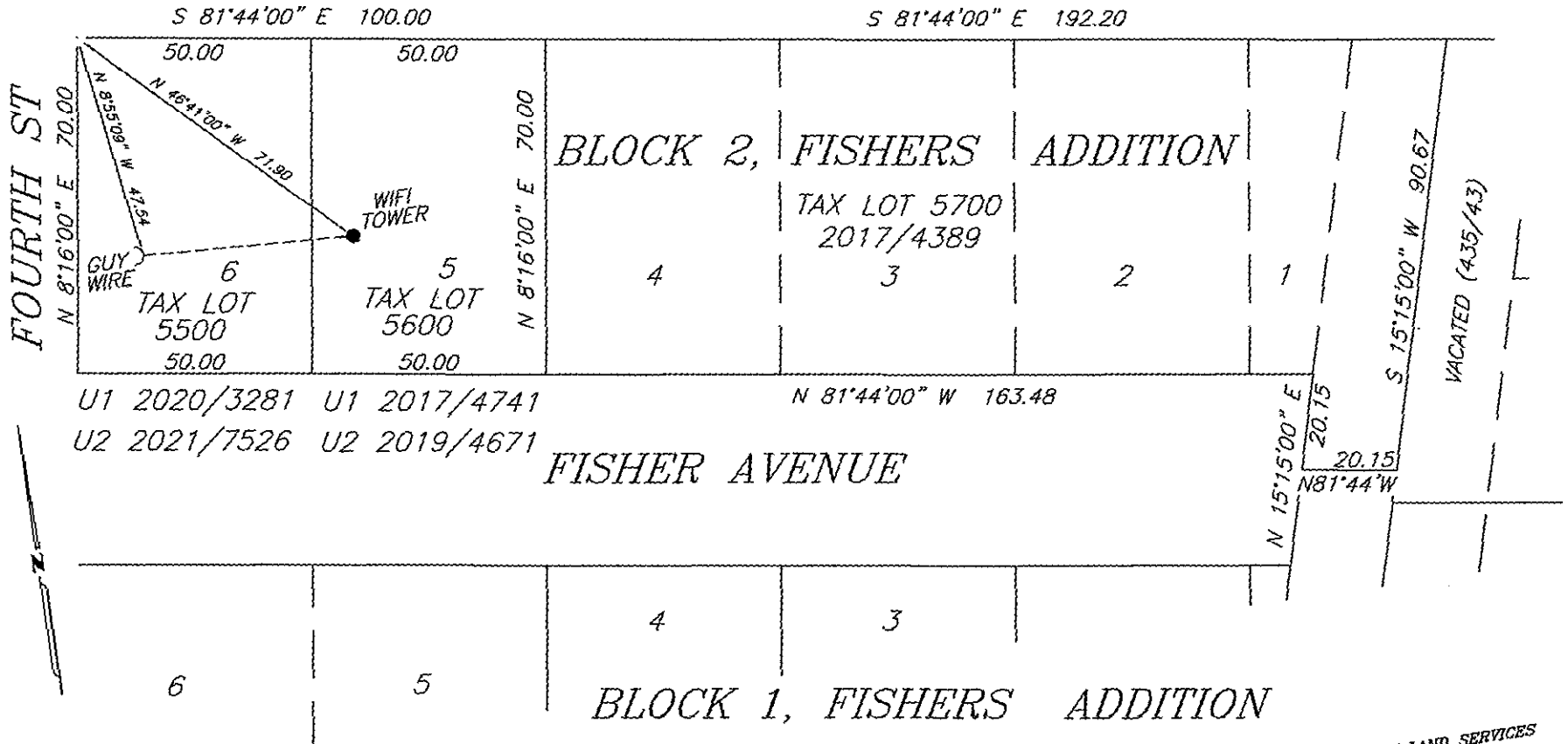


Stan Cook Land Services

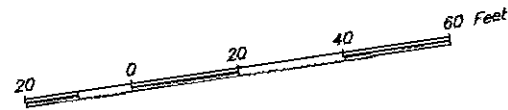
3180 Aldercrest Rd
Tillamook, Oregon 97141
(503)842-8380

*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.*

PACIFIC AVENUE

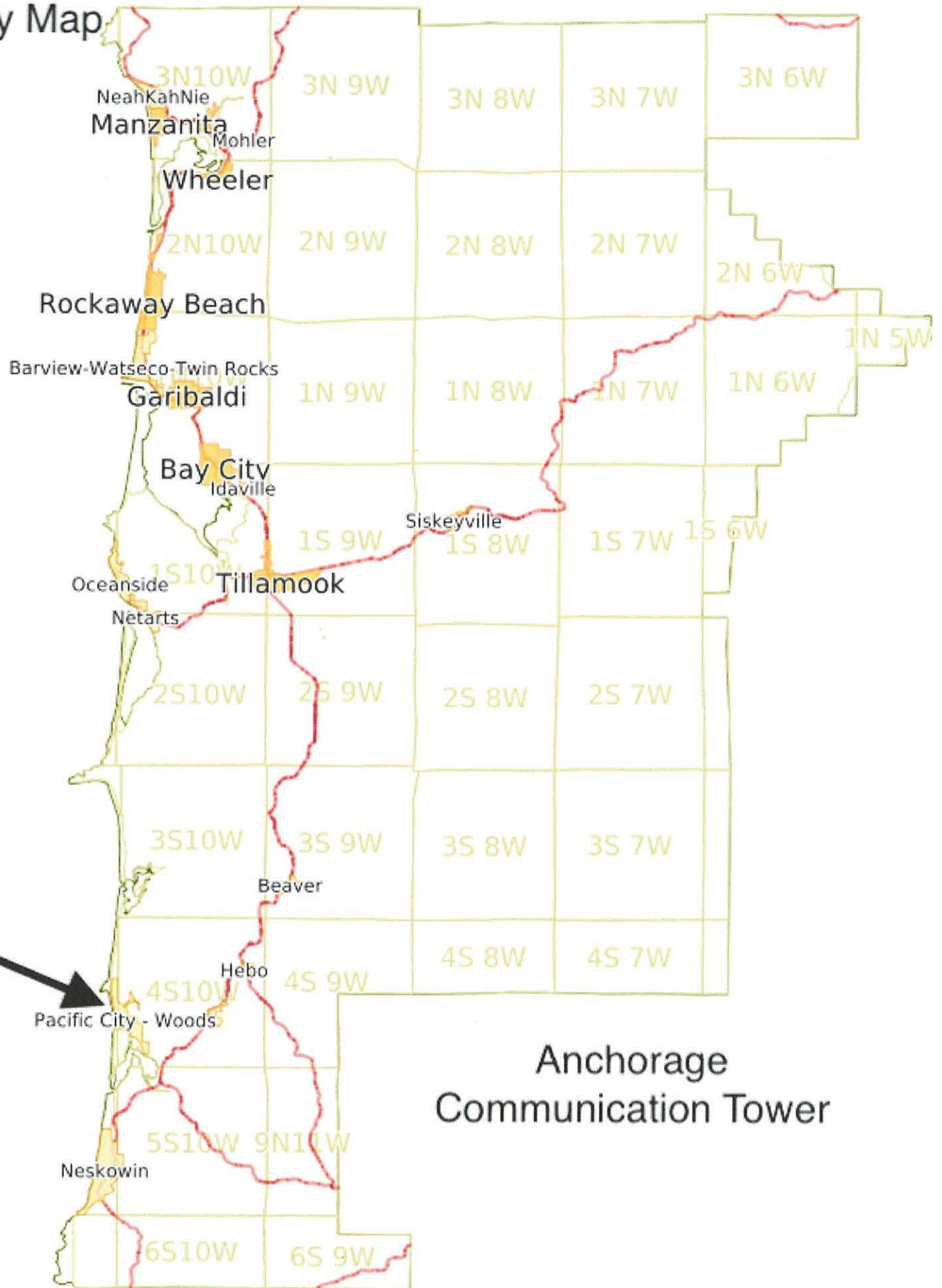


WiFi TOWER LOCATION SITE MAP
 COMPUTER SUPPORT & SERVICE, LLC
 LOT 1-8, BLOCK 2, FISHER'S ADDITION
 NE 1/4-NW 1/4 SECTION 30, T.4S., R.10W., W.M.
 TILLAMOOK COUNTY, OREGON
 DECEMBER 18, 2021



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.

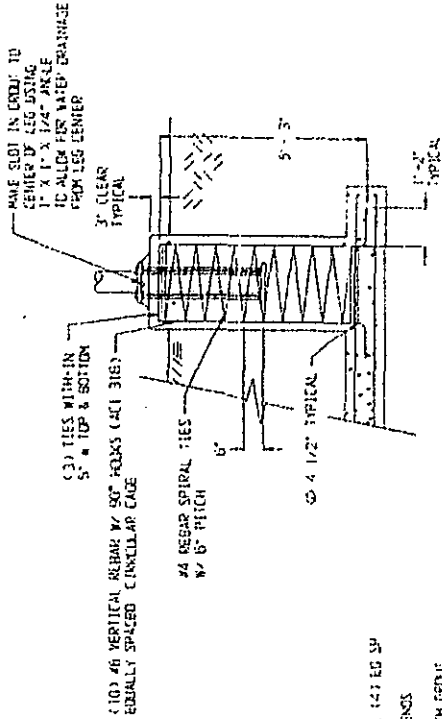
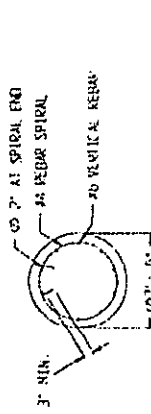
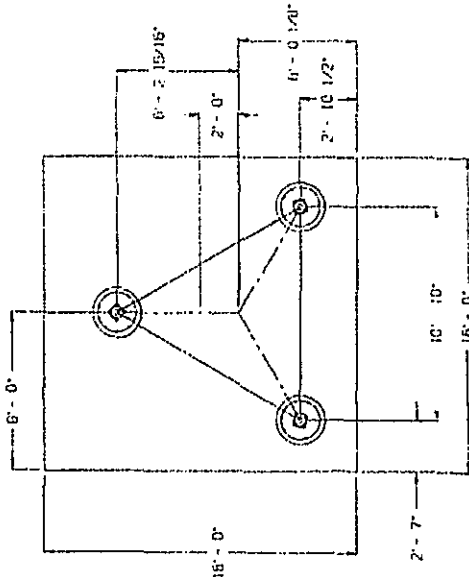
Response: No solar energy systems, wind energy conversion systems or windmills have been identified in this area of Pacific City.

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

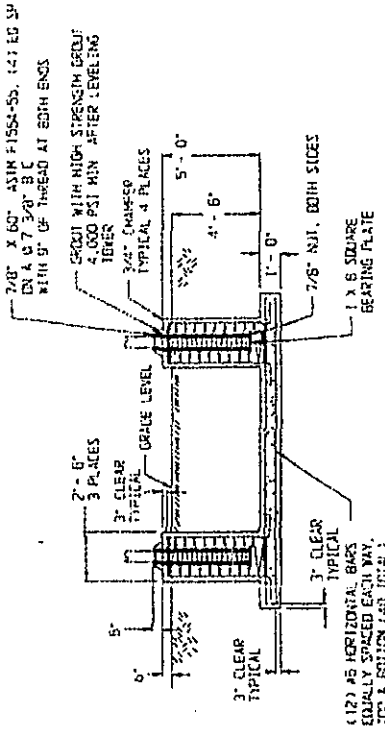
Response: For the reasons outlined in the narrative included with this application, the proposed construction of a communication tower is timely and critical to meet the immediate public facilities and service needs in this area of Tillamook County.

GENERAL CONCRETE AND REBAR NOTES

1. THE CONCRETE SHALL CONSIST OF 8 BAGS OF CEMENT PER CUBIC YARD, 2 1/2 BAGS OF LUMPY SAND AND 6.0 BAGS OF WATER PER 94 LB BAG OF TYPE 1 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. PARTICULARS DETAILS SHALL CONFORM TO THE A.C.I. MANUALS OF STANDARD PRACTICE.
3. SPICES IN REINFORCING STEEL SHALL BE LAPPED 40 DIAMETERS MINIMUM UNLESS OTHERWISE NOTED.
4. ALL REBAR, ANCHOR BOLTS, BEARING PLATES AND OTHER MEMBERS OF THE REINFORCEMENT SHALL BE WELL SEQUENCED PRIOR TO POURING CONCRETE.
5. ALL CONCRETE SHALL HAVE A BROOD FINISH.
6. ANCHOR BOLTS TO BE ASTM F1554-55.
7. ALL REINFORCING STEEL SHALL HAVE A MINIMUM CONCRETE COVER OF 3" FOR SURFACES POLAR AGAINST EARTH AND 2" OF FORMED SURFACES EXPOSED TO WEATHER OR WEAR.
8. ALL WORK SHALL CONFORM TO THE 2015 CALIFORNIA BUILDING CODE.
9. THE SOIL SHALL NOT BE EXCEED THE SOIL PER THE CBC 2016, TYPE 5.
10. NO BELONG TO REMAIN TO REMAIN WITH THE EXCEPTUM OF TACKLING THE REBAR CASE. 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 INCLUDE THE EXCAVATION PRESENTS NO HAZARDS TO OTHERS IF LEFT UNATTENDED.
12. THE FOOTING SHALL PENETRATE AND BEAR UPON UNDISTURBED SOIL OR GRAVEL FILL. SOIL HAVING A STRENGTH IN PLACE LESS THAN 50% OF THE MAXIMUM DESIGN STRENGTH OR MOISTURE CONTENT ESTABLISHED BY ASTM-D1557-70.
13. REINFORCING STEEL SHALL NOT BE EXCEED 48% OF THE AREA FOR 45 MESH AND 50% OF THE AREA FOR 30 MESH.



TYPICAL PIER DETAIL



(12) AS HORIZONTAL REBAR EQUALLY SPACED EVERYWAY TOP & BOTTOM (48" ON-CENT).

NO.	DESCRIPTION	DATE
1	TEMPERATURE CONTROL	
2	REBAR PLATE, 12" x 12" x 1/4"	
3	NO. 4 REBAR SPIRAL TIES	
4	NO. 4 REBAR SPIRAL TIES	
5	NO. 4 REBAR SPIRAL TIES	
6	NO. 4 REBAR SPIRAL TIES	
7	NO. 4 REBAR SPIRAL TIES	
8	NO. 4 REBAR SPIRAL TIES	
9	NO. 4 REBAR SPIRAL TIES	
10	NO. 4 REBAR SPIRAL TIES	

NO.	DESCRIPTION	DATE
1	TEMPERATURE CONTROL	
2	REBAR PLATE, 12" x 12" x 1/4"	
3	NO. 4 REBAR SPIRAL TIES	
4	NO. 4 REBAR SPIRAL TIES	
5	NO. 4 REBAR SPIRAL TIES	
6	NO. 4 REBAR SPIRAL TIES	
7	NO. 4 REBAR SPIRAL TIES	
8	NO. 4 REBAR SPIRAL TIES	
9	NO. 4 REBAR SPIRAL TIES	
10	NO. 4 REBAR SPIRAL TIES	

CONCRETE 11.7 CUBIC YARDS

NO.	DESCRIPTION	DATE
1	TEMPERATURE CONTROL	
2	REBAR PLATE, 12" x 12" x 1/4"	
3	NO. 4 REBAR SPIRAL TIES	
4	NO. 4 REBAR SPIRAL TIES	
5	NO. 4 REBAR SPIRAL TIES	
6	NO. 4 REBAR SPIRAL TIES	
7	NO. 4 REBAR SPIRAL TIES	
8	NO. 4 REBAR SPIRAL TIES	
9	NO. 4 REBAR SPIRAL TIES	
10	NO. 4 REBAR SPIRAL TIES	



**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 Markins

Phone: 702-523-1546

Email: Sjwcmarkins@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

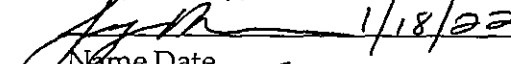
IN WITNESS WHEREOF, the parties hereunto have caused this Lease to be executed as of the month and date last below written.

PROPERTY OWNER LESSEE

Name Date Eric Lessor Date

Registered Agent and Member of

Computer Support & Services, LLC

 1/18/22

Name Date

 1/18/22

Name Date

EXHIBIT C



Wetland Land Use Notice Response

Response Page

Department of State Lands (DSL) WN# *

WN2022-0887

Responsible Jurisdiction

Staff Contact	Jurisdiction Type	Municipality
Lynn Tone	County	Tillamook
Local case file #	County	
851-22-000334-PLNG	Tillamook	

Activity Location

Township	Range	Section	QQ section	Tax Lot(s)
04S	10W	30	BA	5600

Street Address

6530 Fisher Ave

Address Line 2

City

Pacific City

Postal / Zip Code

State / Province / Region

OR

Country

Tillamook

Latitude

45.201626

Longitude

-123.960504

Wetland/Waterway/Other Water Features

It is unlikely that there are jurisdictional wetlands or waterways on the property based upon a review of wetland maps, the county soil survey and other available information.

Your Activity

A state permit will not be required for the proposed project because, based on the submitted site plan, the project avoids impacts to jurisdictional wetlands, waterways, or other waters.

Closing Information

Additional Comments

Based on a review of the available information, the proposed communication tower avoids impacts to jurisdictional wetlands and waters.

This is a preliminary jurisdictional determination and is advisory only.

This report is for the State Removal-Fill law only. City or County permits may be required for the proposed activity.

Contact Information

- For information on permitting, use of a state-owned water, wetland determination or delineation report requirements please contact the respective DSL Aquatic Resource, Proprietary or Jurisdiction Coordinator for the site county. The current list is found at: <http://www.oregon.gov/dsl/ww/pages/wwstaff.aspx>
- The current Removal-Fill permit and/or Wetland Delineation report fee schedule is found at: <https://www.oregon.gov/dsl/WW/Documents/Removal-FillFees.pdf>

Response Date

9/21/2022

Response by:

Chris Stevenson

Response Phone:

503-986-5246

Conditional use request #851-22-000334-PLNG
Mankins Communication Tower
September 16, 2022



1. This tower was erected without prior approval.
2. It is not visually appealing & inconsistent with the neighborhood.
3. It appear be supported by only 2 wires. Which is concerning in high winds & a failure of the support system, resulting an accident or injury.
4. Why was it not granted DCD approval before erected?
5. We should have been informed before the installation, and made our concerns known.
6. We do not benefit for this 40 ft tower, not even after 44 years.

Thank you

Christine & Dennis Dirks

Christine & Dennis Dirks
dirks@centurylink.net

09/19/22

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

Attn: Sarah Absher, CBO, CFM, Director
Lynn Tone, DCD Office Specialist (ltone@co.tillamook.or.us)

Re: Conditional Use Request #851-22-000334-PLNG: Mankins Communication Tower

Ms. Tone,

I vehemently object to the Conditional Use Permit Request #851-22-000334-PLNG for the Mankins Communication Tower.

This tower was installed illegally without the required Conditional Use Permit, or any other authorization. My understanding is this tower was installed using federal emergency funds designed to provide internet to the disadvantaged for at home learning during the Covid pandemic. If that is true, both Eric Lessor and the Mankins misrepresented and misused these funds to take advantage of a rapidly approaching deadline to use the appropriated money. It was a business arrangement to benefit both parties using pandemic money. All permits for this tower should be revoked and the tower should be removed immediately and permanently. Both Lessor and the Mankins should be investigated for potential fraud and severely fined for breaking the law.

I spoke to the Nestucca Valley School District office and was told they are not utilizing the towers. I was also advised by another installer that most of the towers are inoperable. It seems the whole thing was another example of abuse and misuse of taxpayer money.

I learned that this tower was installed without a Conditional Use Permit by Eric Lessor and Sam and Jennifer Mankins around two years ago during the Covid pandemic. There were no permits for this project. There was no public notice or opportunity for input on this project. It just appeared one day out of the blue.

The contractor, Eric Lessor, tells me he is the installer and owner of the tower and Oregon Coast Wireless Internet, the internet provider for the installation.

Incidentally, an identical tower is located less than two blocks away at Pacific City Hardware and I am told by Eric Lessor that the towers can transmit up to five miles. So I do not believe this tower was realistically intended to support pandemic relief efforts at all. It was an opportunity to take advantage of federal emergency funding for personal gain. Furthermore, I do believe two years is more than ample time to correct the permit matter if Eric Lessor and the Mankins were so inclined.

Since the county is unlikely to make them remove the tower, once installed, it suggests the legal requirement for a Conditional Use Permit is kind of moot, in my opinion. I mean, if you can just go ahead and complete your project and catch up later on the formalities later, what is the point? It basically enables opportunists to break the law and should be more severe in penalties.

In regards to the Conditional Use Procedures and Criteria:

This is a predominately residential zone. The Mankins' Anchorage Motel property is the only commercial zone on the block and is surrounded by private homes. The Mankins tower is obtrusive and unsightly. It is inconsiderate to other residents. It dominates the view out of my back yard. It looks like a cell tower. There are other less obtrusive options for high speed internet here that don't require a 50' tower to beam wireless. This thing is just an eye sore, period.

The tower is situated only a few feet away from two rental cabins and two other privately owned cabins. It seems an unsafe place to put a 50' tower considering it is surrounded by dwellings. Any structural failure would pose a danger to people and properties.

It is highly unlikely a truss tower would interfere with any solar or wind energy conversion systems in any setting, actually.

As I mentioned before, we have more than adequate high speed internet without the need for towers. I have had high speed internet for years, with no complaints, for about the same price Oregon Coast Wireless Internet charges, without a tower.

Oregon Coast Wireless Internet claims to use fiber optics but also requires 50' towers and dishes.

Is this the future for Pacific City? To have 50' towers so people can subscribe to this one provider? I hope not.

Thank you for your consideration.

Respectfully,

Robert Delaney

35090 6th Street
PO Box 70
Pacific City, OR 97135

503-812-4022 (cell)
rddelaney@charter.net

Lynn Tone

From: Sue Delaney <csdelaney1@charter.net>
Sent: Tuesday, September 20, 2022 4:10 PM
To: Lynn Tone
Subject: EXTERNAL: Conditional use permit for communication tower
Importance: Low

[NOTICE: This message originated outside of Tillamook County -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Lynn Tone and Sarah Absher:

I am responding to a letter I received pertaining to a n application for a conditional use permit submitted by Sam and Jennifer Mankins. I absolutely object to this permit. It seems as a Mr. Eric Lesson owns this tower and is in some kind of business with the Mankins. I was led to believe the tower was supposed to be used for the school district but to my knowledge was never used for that purpose. It was also installed without the legal permit to do so. Mr. Lesson says that they are trying to make it legal now.

That seems to be a little too late as that tower has been there since the Covid epidemic.

Again, I want to absolutely object since it was illegal to start with.

Sincerely,

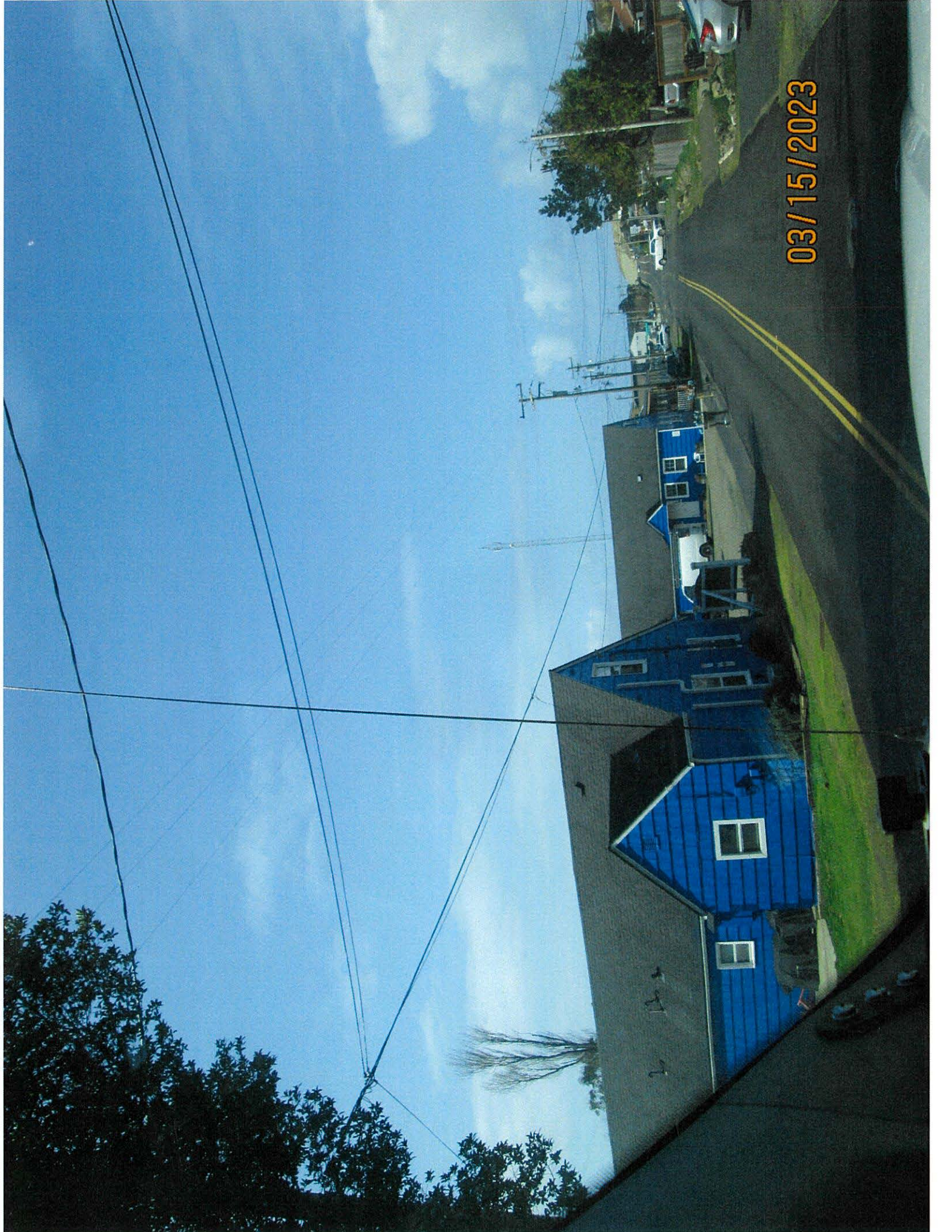
Cheryl S. Delaney, property owner of tax lot 5800, Fisher Avenue, Pacific City, Oregon.

Sent from Mail for Windows

EXHIBIT D

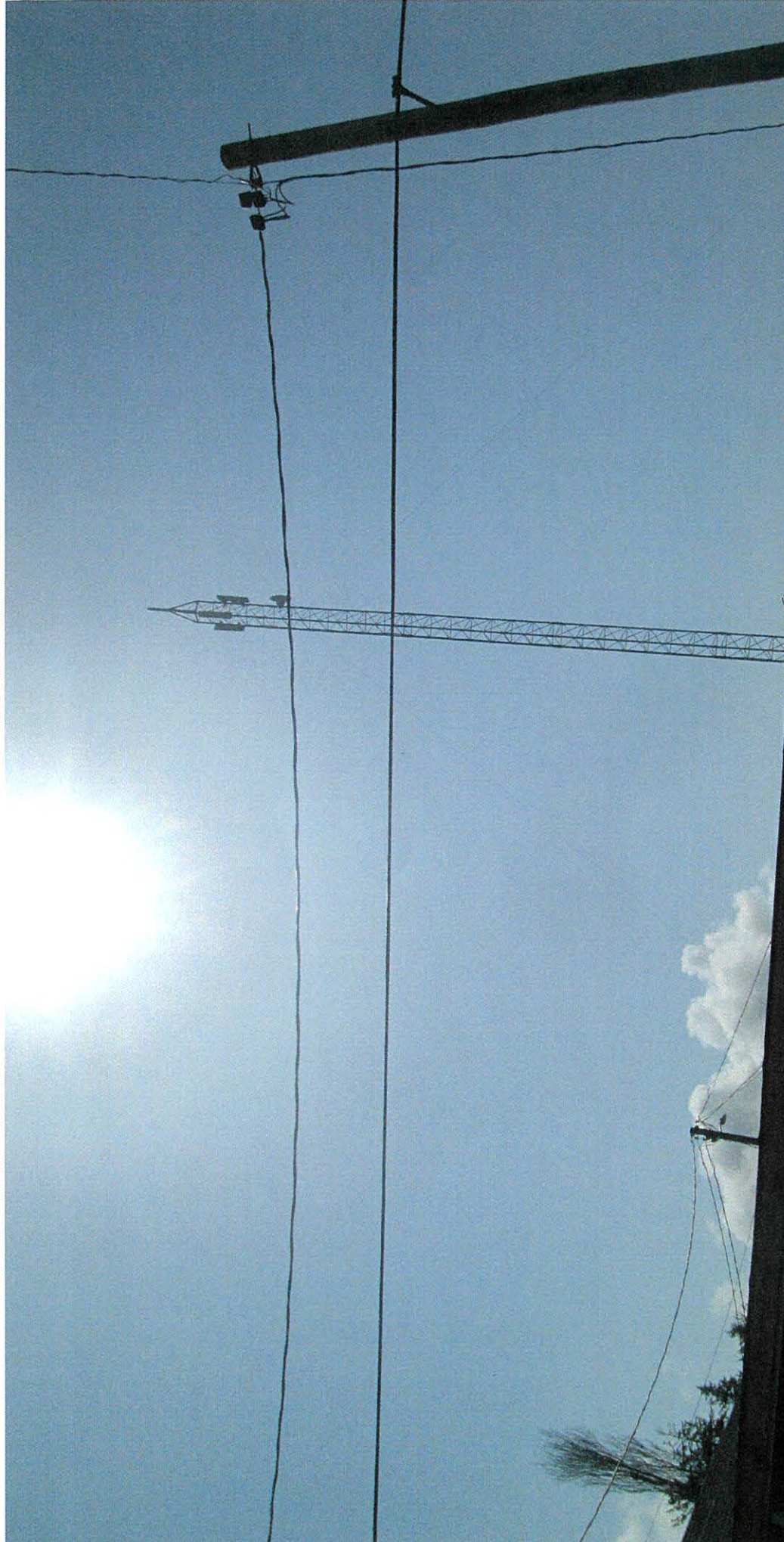


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