



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 17, 2025

Department: Public Works

Title: McCulley Mountain Radio Site Lease Agreement and Board Order

Management Update/Work Session Date: 10/21/2025 Audio/Visual aids ☐

Time Required: 5 minutes Contact: Brian Nicholas Phone: x7943

Requested Action:

Approve the enclosed Board Order authorizing any member of the Board or the Marion County Chief Administrative Officer to execute the enclosed lease agreement between Marion County and Freres Timber, Inc. for the McCulley Mountain Radio Site.

**Issue, Description
& Background:**

Marion County is in the process of constructing the Marion County Radio Project, a new P25-compliant public safety radio communications system for use by first responder agencies and other public service agencies within Marion County. As a part of this project, Marion County will construct a new radio broadcast site on McCulley Mountain near Lyons, Oregon, one of thirteen radio broadcast sites to be utilized by the radio project. The enclosed lease agreement must be executed before construction activities can begin.

Financial Impacts:

Marion County will pay an annual lease rate of \$15,000.00 for the first year with an annual CPI increase.

**Impacts to Department
& External Agencies:**

The Marion County Sheriff's Office and first responder agencies throughout Marion County will benefit from a stable, unified radio system meeting current public safety radio standards.

List of attachments:

Board Order and Site Lease for the McCulley Mountain radio site

Presenter:

Brian Nicholas

**Department Head
Signature:**

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.11.29 09:36:16 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of delegating authority to sign)
documents associated with the acquisition of)
a real property lease located in Linn County,)
Oregon.)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, December 17, 2025.

WHEREAS, the Board is interested in leasing a portion of real property located at 44505 West McCully Mountain Drive in Linn County, Oregon, for development as a Marion County Radio Project broadcast site; and

WHEREAS, in order to facilitate the timely execution of documents needed to pursue the lease of 44505 West McCully Mountain Drive, the Board desires to delegate authority to execute documents associated with the lease to any one of the members of the Board; and if any one of the members of the Board is not available, then to the Chief Administrative Officer; now, therefore,

IT IS HEREBY ORDERED that any one of the members of the Marion County Board of Commissioners is authorized to execute documents associated with the lease of 44505 West McCully Mountain Drive in Linn County;

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and if any one of the members of the Board is not available, then the Chief Administrative Officer is authorized to execute any such documents.

DATED at Salem, Oregon, this 17th day of December, 2025.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Contract Review Sheet

Lease Agreement

PW-6844-25

Title: McCully Mountain Radio Site Lease

Contractor's Name: Freres Timber Inc.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Sabrina Hay

Phone #: 503-566-3974

Term - Date From: Execution

Expires: Five years from execution

Original Contract Amount: \$ 80,000.00

Previous Amendments Amount:

Current Amendment: \$ -

New Contract Total: \$ 80,000.00

Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Department

Description of Services or Grant Award

Site lease agreement for the McCully Mountain radio site. Annual rental fee of Fifteen Thousand Dollars (\$15,000.00) during the initial term. Year 2 - 5 increase by CPI Inflation Calculator (minimum \$15,000.00).

Option to extend agreement for up to 5 additional 5-year terms.

Desired BOC Session Date:

Contract should be in DocuSign by:

Agenda Planning Date

Printed packets due in Finance:

Management Update

BOC upload / Board Session email:

BOC Session Presenter(s)

Code: G

REQUIRED APPROVALS

DocuSigned by:
Sabrina Hay
E21BD5B5934B405...

10/7/2025

Finance - Contracts

Date

Signed by:
Scott Norris
80C98A6F708240B...

10/7/2025

Legal Counsel

Date

Signed by:
Alicia Jones
DA7EBDCC1E7B47D...

10/8/2025

Contract Specialist

Date

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

10/7/2025

Chief Administrative Officer

Date

Site Name: McCully
Site Coordinates: 44.7634N, 122.6318W

SITE LEASE AGREEMENT
between
MARION COUNTY and FRERES TIMBER, INC.
PW-6844-24

1. PARTIES TO AGREEMENT

This real property site lease agreement (“Agreement”) between Marion County, a political subdivision of the state of Oregon, acting by and through its Public Works Department (“County”) and Freres Timber, Inc. (“Lessor”) is entered into upon the date all required County and Lessor signatures have been obtained (the “Effective Date”). Herein, County and Lessor are jointly referred to as “Parties” and individually as “Party”.

2. THE PROPERTY

Lessor is the record owner of a certain parcel of real property located in Linn County, Oregon, commonly referred to as 44505 West McCully Mountain Drive, Lyons, Oregon 97358 and assigned Tax Lot Number 09S01E25-00-00202 by the Linn County Assessor (the “Subject Real Property”). Lessor grants to County a lease upon a portion of the Subject Real Property (the “Lease Area”, further defined in Section 3) for the purposes of constructing, operating and maintaining a radio communication facility by County.

3. LEASE AREA

The Lease Area is generally described as follows: approximately 3,600 square feet of ground space located on the Subject Real Property, more particularly described in Exhibit A and depicted in Exhibit C, upon which County has or will construct certain radio communication facilities consisting of a communications tower with antennas mounted thereon, one or more equipment shelters, one or more emergency electrical power generators, fuel storage tanks, all necessary cabling and above and below ground utility services, and such other structures, equipment and installations as may be needed for the satisfactory operation of County’s radio communication facility, all to be enclosed in a perimeter security fence.

4. EXCLUSIVE USE

The Lease Area may be used by County for any activity in connection with the construction, operation and maintenance of County’s radio communication facility. Lessor agrees to cooperate with County, at County’s expense, in making application for and obtaining all licenses, permits and all other approvals that may be required for County’s intended use of the Lease Area. Lessor grants to County sole right of use to the Lease Area and shall not grant to any other entity a right to use the Lease Area or any portion thereof.

5. TERM

- a. **Initial Term.** The Initial Term of this Agreement is five (5) years commencing on the Effective Date unless earlier terminated as provided in Section 13.

Site Name: McCullySite Coordinates: 44.7634N, 122.6318W

- b. **Renewal Terms.** County has the right to extend the Term of this Agreement for up to five (5) additional five-year (5-year) terms ("Renewal Terms") with the same terms and conditions as set forth herein. This Agreement shall automatically renew at the end of the Initial Term and each Renewal Term unless County notifies Lessor of its intention to not renew prior to commencement of the succeeding Renewal Term.
- c. Nothing in this Agreement shall be construed as prohibiting County and Lessor from entering into a new site lease agreement at the end of the final Renewal Term.

6. CONSIDERATION

- a. **Initial Rental Rate.** County shall pay to Lessor a rental fee of **Fifteen Thousand Dollars (\$15,000.00)** for the first full year of this Agreement. County shall deliver the first rental payment within thirty (30) days of the execution of this Agreement and shall, thereafter, deliver each rental payment within thirty (30) days of the anniversary of the Effective Date.
- b. **Rental Rate Adjustments.** The rental rate shall be subject to adjustment annually upon the anniversary of the Effective Date. The adjusted rental rate shall be calculated using the US Bureau of Labor Statistics CPI Inflation Calculator found at https://www.bls.gov/data/inflation_calculator.htm, the basis for which is the Bureau's *Consumer Price Index, All Urban Consumers (CPI-U), U.S. city average for all items, not seasonally adjusted*. In the event the referenced CPI Inflation Calculator becomes unavailable or the Bureau stops maintaining the calculator, an equivalent CPI calculation methodology based on the referenced Consumer Price Index shall be used as mutually agreed by County and Lessor.

7. ACCESS TO LEASE AREA

County shall access the Lease Area using the Access Areas depicted in Exhibit B and shall have no right to access any portion of the Subject Real Property other than the Lease Area and Access Areas without the prior written authorization of Lessor. Lessor grants unlimited right to County to travel upon the surface of the Access Areas at any time of day or night and on any day of the year for the purpose of accessing the Lease Area, which may include without limitation the deployment of County personnel, contractors and other County service providers; the operation of vehicles, construction equipment and nighttime lighting equipment; delivery of construction materials and fuel; construction of access improvements; installation and maintenance of utility infrastructure serving the Lease Area; emergency response activities and any other action associated with County's construction and operation of the radio communication facility.

Lessor agrees that the Lease Area and Access Areas may be surveyed by a licensed land surveyor at the sole cost of County for the purposes of recovering land survey data, preparing land survey documents, and staking the Lease Area and Access Areas, and such survey shall then supplement Exhibits A and B and become a part hereof and shall control to describe the Lease Area and Access Areas in the event of any discrepancy between such survey and the description of the Lease Area and Access Areas boundaries contained herein.

Site Name: McCully
Site Coordinates: 44.7634N, 122.6318W

8. COUNTY RIGHTS AND OBLIGATION

- a. County has the right to erect, maintain and operate on the Lease Area radio communication facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air-conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, security fencing, security surveillance systems, and all supporting equipment and structures thereto ("County Facilities"). In connection therewith, County has the right to perform all work necessary to prepare, alter and maintain the Lease Area for County's intended use as a radio communication facility. All of County's construction, installation, operation and maintenance work shall be performed at County's sole cost and expense and in a good and workmanlike manner. Title to County Facilities shall be retained by County as County's personal property and shall not be considered tenant improvements nor fixtures on the land. County has the right to remove all County Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, provided County repairs any damage to the Lease Area and Access Areas caused by such removal. Upon expiration or earlier termination of this Agreement, County shall not be required to remove any foundation more than one (1) foot below grade level.
- b. County shall, at County's sole cost and expense, construct access improvements within the Access Areas that County deems necessary for construction and maintenance of the radio communication facility to include the construction of new access roads or improvement of existing access roads. Within one hundred twenty (120) days of the start of each Renewal Term and at County's sole cost and expense, County shall place, spread and grade up to 45 tons of ¾" minus crushed aggregate on the access road located within the Access Areas that are used to access the Lease Area, from the point of the nearest public right-of-way to the Lease Area, unless the Parties agree that such maintenance is not required to maintain reliable access to the Lease Area.
- c. County shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company and, if necessary, for the installation of a new electrical service. County shall have the right to draw electricity and other utilities from the existing utilities on the land or obtain separate utility service from any utility company that will provide service to the land, including a standby power generator for County's exclusive use. Lessor agrees to allow the servicing utility company to install such service in, over, across or through the land at a location acceptable to Lessor and the servicing utility company. County shall cause the utility service to be removed at County's sole expense upon expiration or termination of this agreement, except as otherwise approved by Lessor.
- d. County and its employees, agents, contractors, lenders, guests and invitees shall have access to the Lease Area without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to County and its employees, agents, contractors, lenders, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the land identified as Access Areas in Exhibit B. County shall ensure during construction and the Term of this Agreement and any extensions thereof that any Lessor-owned gates or other Lessor-owned security measures restricting access to

Site Name: McCullySite Coordinates: 44.7634N, 122.6318W

the Subject Real Property are secured immediately after entering and exiting the Subject Real Property by County.

9. LESSOR REPRESENTATIONS AND WARRANTIES

Lessor represents and warrants that Lessor has good and marketable title to the Subject Real Property free and clear of all competing liens and encumbrances, that Lessor has the authority to enter into and be bound by the terms of this Agreement, that there are no pending or threatened legal or administrative actions related to the Subject Real Property, and that no easements or leases exist that conflict with County's rights under this Agreement. In the event that any representations or warranties described herein are found to be incorrect, County may terminate this Agreement according to Section 13.

10. INTERFERENCE

- a. County shall operate the County Facilities in a manner that will not cause interference to Lessor and Lessor's use of the Subject Real Property, provided Lessor does not, after the Effective Date, change its use of the Subject Real Property in such a way as to create conflict with County's established use of the Lease Area. County shall maintain compliance with all Federal Communications Commission ("FCC") requirements in County's construction, maintenance and operation of the radio communication facility.
- b. Lessor shall not hinder County's immediate access to the Lease Area and County Facilities. Lessor shall provide to County a key or passcode to all lockable doors and gates, electronic security systems, or other temporary or permanent barriers or systems installed by Lessor that limit access to the Lease Area. County shall secure and store such keys or passcodes in accordance with County's established site security protocols. County shall not share or provide copies of such keys or passcodes to any entity or individual that is not a party to this Agreement, except for the local Fire Marshal if so demanded by the local fire district.
- c. Subsequent to the Effective Date, Lessor shall not permit itself or any other current or future lessees or licensees Lessor has authorized or may authorize to operate upon, construct upon or otherwise occupy in any way the Subject Real Property and other properties under Lessor's control near or contiguous thereto to install new structures or equipment on the land if such structures or equipment are likely to cause interference with County's established radio communication facility operations. Such interference shall be deemed a material breach by Lessor. In the event such interference occurs, Lessor agrees to take all reasonable actions necessary to eliminate such interference in a reasonable time period.

11. TAXES

Lessee shall reimburse Lessor for any increase in property taxes resulting directly from Lessee's construction of site improvements on the Subject Real Property. Lessor shall pay all other taxes and assessments associated with the Subject Real Property.

Site Name: McCully
Site Coordinates: 44.7634N, 122.6318W

12. WAIVER OF LESSOR'S LIEN

- a. Lessor waives any lien rights it may have concerning the County Facilities defined herein as County's personal property and not tenant improvements or fixtures. County has the right to remove the same at any time without Lessor's consent.
- b. Lessor acknowledges that County may enter into financing arrangements that may include loans, promissory notes and financial and security agreements for the financing of the County Facilities with a third-party financing entity, in which case the County Facilities may be deemed Collateral to those financing arrangements. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as tenant improvements, fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed by County at any time without recourse to legal proceedings.

13. TERMINATION

This Agreement may be terminated without further liability upon thirty (30) days prior written notice as follows: (i) by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within sixty (60) days of receipt of written notice of default from the other Party, provided that the grace period for any monetary default is thirty (30) days from receipt of notice; or (ii) by County at the end of the Initial Term or any Renewal Term, provided County delivers written notice of termination to Lessor no later than thirty (30) days prior to the end of the Initial Term or any Renewal Term; or (iii) by County if it fails to obtain or maintain any license, permit or other approval necessary for the construction and operation of the County Facilities; or (iv) by County if County is unable to occupy and utilize the Lease Area due to an action of the FCC, including without limitation, a take back or change of radio frequencies; or (v) by County if County determines that the Lease Area is not suitable for its operations for economic or technological reasons, including, without limitation, signal interference.

14. DESTRUCTION OR CONDEMNATION

If the Lease Area or County Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, County may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

15. INSURANCE

Lessor acknowledges that County is a self-insured governmental entity and is not required to purchase and maintain site-specific insurance coverage from a third-party insurance provider against bodily injury or property damage. County shall include the County Facilities in County's self-insurance and loss prevention program. County may, at County's sole discretion, purchase and maintain supplemental insurance on the County Facilities against bodily injury and property damage. Such insurance shall insure, on an occurrence basis, against all liability of County, its

Site Name: McCullySite Coordinates: 44.7634N, 122.6318W

employees and agents arising out of or in connection with County's use of the Lease Area and Lessor shall be named as an additional insured party.

16. ASSIGNMENT AND SUBLETTING

County may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Lease Area without the prior written consent of Lessor; provided, however, that County may rent space on and within the County Facilities to other governmental radio communication operators whose use of the County Facilities is compatible with County's radio communication facility operations. County may collect rental fees from such third-party radio communication operators and wholly retain such rental fees to offset County's operating costs and shall relinquish to Lessor rental fees received in excess of County's operating costs. County shall not rent space on or within the County Facilities to any cell phone carrier or commercial radio station.

17. WARRANTY OF TITLE AND QUIET ENJOYMENT

Lessor warrants that: (i) Lessor owns the land in fee simple and has rights of access thereto and the land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to enter into and perform this Agreement; and (iii) Lessor covenants and agrees with County that upon County paying the annual rental fee and observing and performing all the terms, covenants and conditions on County's part to be observed and performed, County may peacefully and quietly enjoy the Lease Area. Lessor agrees to indemnify and hold harmless County from any and all claims on County's leasehold interest.

18. SITE REPAIRS AND RESTORATION

County shall not be required to make any repairs to the County Facilities or the lands within the Lease Area and Access Areas unless such repairs shall be necessitated by reason of default or neglect by County. Unless County and Lessor enter into a new site lease agreement for the Lease Area upon expiration of the final Renewal Term, County shall complete one of the following actions within one hundred eighty (180) days following the expiration or earlier termination of this Agreement:

- a. Restore the Lease Area to the condition in which it existed upon execution of this Agreement, excepting reasonable wear and tear and loss by casualty or other causes beyond County's control and as otherwise stated in Section 8.
- b. Leave in place those County Facilities that County and Lessor may agree upon in a then As-Is condition and for a mutually agreed upon price to be paid by Lessor to County, after which the County Facilities allowed to remain shall become the property of Lessor.

19. HAZARDOUS SUBSTANCES

County agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Subject Real Property in violation of any law or regulation. Lessor represents, warrants and agrees that (1) neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Lease Area in violation of any

Site Name: McCullySite Coordinates: 44.7634N, 122.6318W

law or regulation, and (2) Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Lease Area in violation of any law or regulation. Lessor and County each agree to defend, indemnify and hold harmless the other Party and the other Party's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this section. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the land is located, to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This section shall survive the expiration or termination of this Agreement.

20. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- b. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.
- c. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties. Lessor shall cause this Agreement or a summary memorandum of this Agreement to be recorded in the record documents of Linn County such that it is readily discoverable through a title search pertaining to the Subject Real Property and County shall pay all recording fees. Lessor shall notify County upon the sale of the Subject Real Property or any portion thereof to another party, any division or subdivision of the Subject Real Property or any change whatsoever in the ownership interest of the Subject Real Property. Within thirty (30) days of receiving notice from County, Lessor shall reimburse in full all annual rental fee payments or other payments issued to Lessor by County that rightfully belong to another party under this Agreement due to any sale or change in the ownership interest of the Subject Real Property.
- d. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below:

Lessor

Robert Freres
PO Box 276
Lyons, OR 97358
503-859-2121
rob@frereswood.com

County

Marion County Public Works Department
Attn: Public Works Director
5155 Silverton Road NE
Salem, OR 97305
503-588-5036
PWDirector@co.marion.or.us

Site Name: McCully

Site Coordinates: 44.7634N, 122.6318W

- e. The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to this Agreement, and that this Agreement shall be administered and construed under the laws of the State of Oregon.

The remainder of this page left intentionally blank.

Site Name: McCully

Site Coordinates: 44.7634N, 122.6318W

21. SIGNATURES

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date defined herein.

MARION COUNTY SIGNATURE

Authorized Signature: _____


Chief Administrative Officer Date

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Janice Fritz, Chief Administrative Officer, Marion County, Oregon.

Notary Public for Oregon
My commission expires: _____

REVIEWED BY

Reviewed by Signature:  DocuSigned by:
9793BA7ACD6D443... 10/7/2025
Department Director or designee Date

Reviewed by Signature:  Signed by: 10/7/2025
60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by:
 E21BD5B5934B405 10/7/2025
Marion County Contracts & Procurement Date

FRERES TIMBER, INC.

STATE OF OREGON)
)ss.:
County of Linn)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Robert Freres, President of Freres Timber, Inc.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

EXHIBIT 'A'
MCCULLY MOUNTAIN LEASE DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 25,
TOWNSHIP 9 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN IN LINN COUNTY,
OREGON. SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" U.S.C. & G. ALUMINIUM DISK STAMPED 'LYONS RM#3
1972' FROM WHICH A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED
'LINN COUNTY SURVEYOR' REFERENCED AS POINT 301B ON COUNTY SURVEY
OF RECORD 23588 BEARS SOUTH 00°17'30" WEST, 3230.43 FEET;

THENCE NORTH 10°28'59" WEST, 946.75 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 60.00 FEET;

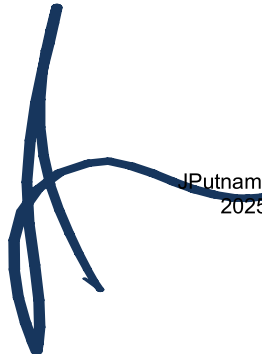
THENCE SOUTH 90°00'00" WEST, 60.00 FEET;

THENCE NORTH 00°00'00" EAST, 60.00 FEET;

THENCE NORTH 90°00'00" EAST, 60.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,600 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON NAD 1983(2011)[EPOCH 2010] OREGON
COORDINATE REFERENCE SYSTEM, SALEM ZONE.



John D Putnam
JPutnam@Oriongeomatics.com
2025.08.19 07:47:38-07'00'

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS AREA

EXHIBIT 'B'

MCCULLY MOUNTAIN ACCESS / UTILITY EASEMENT DESCRIPTION

A 15.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN IN LINN COUNTY, OREGON. THE SIDE LINES OF SAID STRIP ARE CENTERED 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A 3-1/2" U.S.C. & G. ALUMINIUM DISK STAMPED 'LYONS RM#3 1972' FROM WHICH A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED 'LINN COUNTY SURVEYOR' REFERENCED AS POINT 301B ON COUNTY SURVEY OF RECORD 23588 BEARS SOUTH 00°17'30" WEST, 3230.43 FEET;

THENCE NORTH 10°28'59" WEST, 946.75 FEET;

THENCE SOUTH 00°00'00" EAST, 41.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, 131.50 FEET;

THENCE SOUTH 62°31'35" EAST, 18.55 FEET TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN BEING THE POINT OF TERMINATION.

THE SIDE LINES OF SAID STRIP ARE TO BE EXTENDED AND/OR SHORTENED TO MEET AT ANGLE POINTS AND TERMINATE AT THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN.

BEARINGS AND DISTANCES ARE BASED ON NAD 1983(2011)[EPOCH 2010] OREGON COORDINATE REFERENCE SYSTEM, SALEM ZONE.

A handwritten signature in blue ink, appearing to read 'John D Putnam', with a stylized flourish extending to the right.

John D Putnam
jputnam@oriongeomatics.com
2025.09.07 14:33:50-07'00'

EXHIBIT C

SITE PLAN



PROJECT INFORMATION:

MARION COUNTY MCCULLY MOUNTAIN

40505 N MCCULLY MOUNTAIN ROAD
LYONS, OR 97358

| DATE | RELEASE |
|----------|-----------------------------------|
| 06-18-25 | SITE SKETCH |
| 07-14-25 | PRELIMINARY ZONING DRAWINGS |
| 08-07-25 | PRELIMINARY CONSTRUCTION DRAWINGS |
| | |
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DRAWING INFORMATION:
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WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

PLANS PREPARED BY:



Cushing
Civil Engineers

12725 SW MILLIKAN WAY
SUITE 300
BEAVERTON, OR 97005
(503) 387-5331
www.cushingcivilengineers.com

LICENSURE:

NOT FOR
CONSTRUCTION

SHEET TITLE:

**OVERALL
SITE PLAN**

SHEET NUMBER:

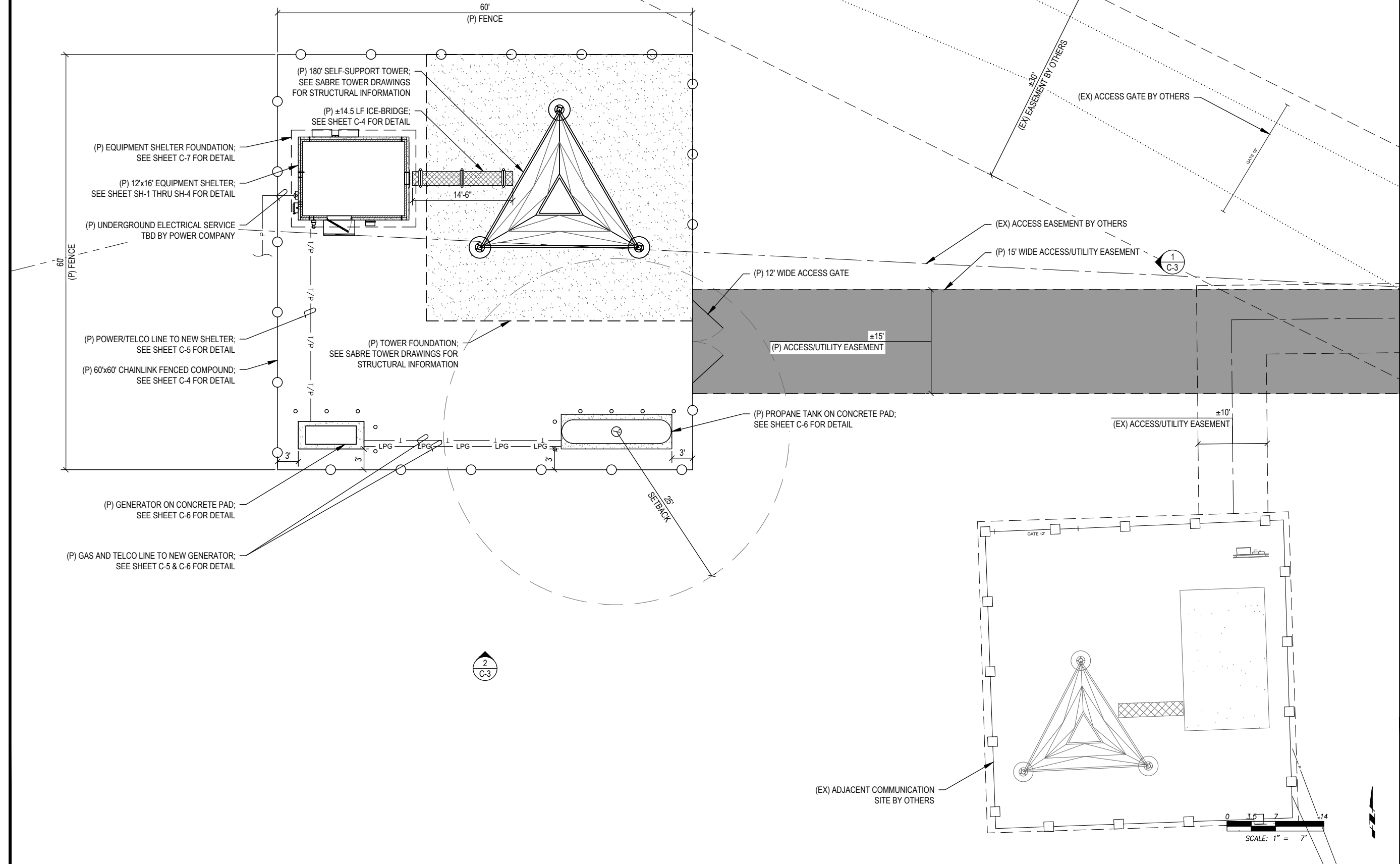
C-1

- NOTES:
1.

TOWER INFO SHOWN FOR CONCEPTUAL USE ONLY.
SEE SABRE TOWER STRUCTURAL DESIGN FOR DETAIL.
2.

THIS IS NOT A SURVEY ALL EXISTING INFORMATION IS
PROVIDED BY GIS & SITE WALK NOTES.
3.

PROPOSED AND EXISTING ANTENNAS NOT SHOWN
FOR CLARITY.



PROJECT INFORMATION:

**MARION COUNTY
MCCULLY MOUNTAIN**

40505 N MCCULLY MOUNTAIN ROAD
LYONS, OR 97358

| DATE | RELEASE |
|----------|-----------------------------------|
| 06-18-25 | SITE SKETCH |
| 07-14-25 | PRELIMINARY ZONING DRAWINGS |
| 08-07-25 | PRELIMINARY CONSTRUCTION DRAWINGS |
| | |
| | |
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PLANS PREPARED BY:

**Cushing
Civil Engineers**
12725 SW MILLIKAN WAY
SUITE 300
BEAVERTON, OR 97005
(503) 387-5331
www.cushingcivilengineers.com

LICENSURE:

NOT FOR
CONSTRUCTION

SHEET TITLE:

**ENLARGED
SITE PLAN**

SHEET NUMBER:

C-2

EXHIBIT D

RECORDING INSTRUMENT

FORM MEMORANDUM OF LEASE

After recording return document to:

Freres Timber, Inc.
PO Box 276
Lyons, OR 97358

Document Title: Memorandum of Communication Site Lease

Reference No. of Related Documents:

Lessor: Freres Timber, Inc.

Lessee: Marion County

Legal Description: S25-T9S-R1E WM: NW¼

Tax Parcel Number: 09S01E25-00-00202 (Linn County)

MEMORANDUM OF COMMUNICATION SITE LEASE

MCCULLY MOUNTAIN

This Memorandum of Communication Site Lease ("Memorandum") refers to that certain Communication Site Lease dated the ____ day of _____, 2025, between Freres Timber, Inc., (hereinafter called "Lessor") and Marion County, Oregon (hereinafter called "Lessee").

1. **Premises.** Lessor has granted a lease to Lessee upon the terms and conditions of the Communication Site Lease to use the property situated in Linn County, Oregon, being more particularly described as the NW¼ of Section 25, Township 9 South, Range 1 East, Linn County, Oregon.
2. **Term.** The term of the Communication Site Lease commenced on _____, 2025, with an Initial Term of five (5) years and up to five (5) additional five-year (5-year) terms.
3. **Purpose.** This Memorandum is prepared and recorded for the sole purpose of imparting constructive notice of said Communication Site Lease during the term of the Communication Site Lease and in no way modifies the terms of the Communication Site Lease.
4. **Termination.** Upon the Expiration Date, or sooner by written agreement of the parties, this Memorandum as recorded against title shall automatically extinguish and be of no further force and effect.
5. **Questions.** Questions regarding this Memorandum shall be addressed to Freres Timber, Inc., PO Box 276, Lyons, Oregon 97358.

SIGNATURES

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date defined herein.

LESSOR SIGNATURE: FRERES TIMBER, INC.

Property Owner: _____
 Robert Freres _____ Date _____
 President _____

STATE OF OREGON)
County of Linn)ss.:
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Robert Freres, President, Freres Timber, Inc.

Notary Public for Oregon
My commission expires: _____

LESSEE SIGNATURE: MARION COUNTY, OREGON

Authorized Signature: _____

Janice Fritz
Chief Administrative Officer

_____ Date

STATE OF OREGON)
)ss.:
County of Marion)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Janice Fritz, Chief Administrative Officer, Marion County, Oregon.

Notary Public for Oregon
My commission expires: _____