



## Land Use Application

### Planning/Permit Application Center

City Hall / 555 Liberty St. SE / Room 320 / Salem, OR 97301-3513

503-588-6173 \* [planning@cityofsalem.net](mailto:planning@cityofsalem.net)

If you need the following translated in Spanish, please call 503-588-6256.

Si usted necesita lo siguiente traducido en español, por favor llame 503-588-6256.

### Application type

Please describe the type of land use action requested:

UGA Modification (UGA 17-03)

(For office use only)  
Permit #:

### Work site location and information

Street address or location of subject property	Reed Road
Total size of subject property	68.14 acres
Assessor tax lot numbers	083W11D9100, 200, 202, 400, 800, 801, 802 083W12B/1800 083W12C/700
Existing use structures and/or other improvements on site	Vacant
Zoning	RA
Comprehensive Plan Designation	Developing Residential
Project description	Coburn Grand View Estate UGA Modification / Amendment

### People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	Bull Creek LLC (Julie Singer)	5450 Zena Rd. NW Salem, OR 97304	503 508-7931 <a href="mailto:jastivestockus@yahoo.com">jastivestockus@yahoo.com</a>
Agent	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 <a href="mailto:bdalton@mtengineering.net">bdalton@mtengineering.net</a>

### Project information

<b>Neighborhood Association</b>	
Have you contacted the Neighborhood Association?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Date Neighborhood Association contacted	
Describe contact with the affected Neighborhood Association (The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.)	
Have you contacted Salem-Keizer Transit?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Date Salem-Keizer Transit contacted	
Describe contact with Salem-Keizer Transit	

**Authorization by property owner(s)/applicant**

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**Electronic signature certification:** By attaching an electronic signature (whether typed, graphical or free form) I certify herein that I have read, understood and confirm all the statements listed above and throughout the application form.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 7/25/2019

Address (include ZIP): 5450 Zena Rd NW Salem, OR 97304

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)

Received by

Sally Long

Date:

8/14/19

Receipt Number:

19-118114-LD

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<b>Zoning</b>	RA
<b>Comprehensive Plan Designation</b>	'Developing Residential'
<b>Project description</b>	Coburn Grand View Estates UGA Modification / Amendment

### People information

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Pringle Creek LLC (Robert Num)	0841 SW Gaines St #606 Portland OR 97239	503-704-7584 <a href="mailto:Robert@RobertNum.com">Robert@RobertNum.com</a>
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 <a href="mailto:bdalton@mtengineering.net">bdalton@mtengineering.net</a>

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Authorized Signature: \_\_\_\_\_



Print Name: Robert W. Nunn, Manager

Date: 24 July 2019

Address (include ZIP): 0841 SW Gaines St., Unit 606, Portland, OR 97239

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)		
Received by	Date:	Receipt Number:

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**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Douglas Drager	4790 Battle Creek Rd SE Salem OR 97302	503 585-8317
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

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Print Name: \_\_\_\_\_

Date: 8-10-19

Address (include ZIP): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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Date: \_\_\_\_\_

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<b>Project description</b>	Coburn Grand View Estates UGA Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Seth Drager	4734 Manor Hill Rd. Turner 97142	503 580-3243 Sdrager1978@gmail.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

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Print Name: \_\_\_\_\_

Date: 8-10-19

Address (include ZIP): \_\_\_\_\_

4734 Marion Hill Rd S Turner OR 97392

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

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<b>Comprehensive Plan Designation</b>	Developing Residential
<b>Project description</b>	Coburn Grand View Estate UGA Modification / Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Boulder Hill LLC (Robert Nunn)	0941 Gaines St. #606 Portland OR 97239	503 704-7584 Robert@RobertNunn.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

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Authorized Signature: \_\_\_\_\_



Print Name: Robert W. Nunn, Manager

Date: 24 July 2019

Address (include ZIP): 0841 SW Gaines St., Unit 606, Portland, OR 97239

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)		
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<b>Project description</b>	Coburn Grand View Estate UGA Modification / Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Hobbs Family Property Trust	9711 Big Fir Lane NE Burien Bridge Island WA 98148	206 842-5325 cj.hobbs@comcast.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

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Authorized Signature:

*Craig S. Hobbs, Trustee*

Print Name:

*Craig S. Hobbs, Trustee*

Date:

*8/7/19*

Address (include ZIP):

*9711 Big Fir Ln NE, Bainbridge Isl, WA 98110*

Authorized Signature:

*Janis D. Hobbs, Trustee*

Print Name:

*Janis D. Hobbs, Trustee*

Date:

*8/7/19*

Address (include ZIP):

*9711 Big Fir Ln NE, Bainbridge Isl, WA 98110*

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## LAND USE APPLICATION

Application Type: Urban Growth Area (UGA) Permit

### APPLICANT INFORMATION

(Check one box below for designated contact person regarding this application)

☐ Applicant Name: Hobbs Family Property Trust Daytime Phone: 206 842-5325  
Mailing Address: 9711 Big Fir Lane NE Fax Number:  
City/State: Bainbridge Island WA Zip: 98110 Email: cjhobbsbi@gmail.com (X)

☒ Agent: Brandie Dalton, Land-Use Planner

Mailing Address: 1155 SE 13th Street Daytime Phone: 503-363-9227  
City/State: Salem, Oregon Zip: 97302 Fax Number:  
Email: bdalton@mtengineering.net

### PROPERTY INFORMATION

Reed Road Property (See attached maps)

(Street Address or Location of Subject Property)

Assessor's Map Attached

(Total Size of Subject Property)

CR and RM2

(Zoning)

836 110 500 4602  
(Assessor Tax Lot Numbers)

Developing Residential

(Comp Plan Designation)

(Existing Use, Structures, and/or Other Improvements On Site)

### PROPOSED PROJECT INFORMATION

#### UGA

(Describe the Proposed Use or Development of Subject Property)

#### NEIGHBORHOOD ASSOCIATION:

CONTACTED? ☐ Yes ☒ No

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(Describe Contact with the Affected Neighborhood Association)

Date Contacted

SALEM - KEIZER TRANSIT CONTACTED? ☐ Yes ☒ No

(Describe Contact with Salem - Kelzer Transit)

Date Contacted

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(X) Daniel Hobbs, Trustee Craig S. Hobbs, Trustee 3/25/17  
(Signature) (Print Name) (Date)

9711 Big Fir Ln NE, Bainbridge Isl., WA 98110  
(Address - Include Zip)

(X) Daniel Hobbs, Trustee Janis D. Hobbs, Trustee 3/25/17  
(Signature) (Print Name) (Date)

9711 Big Fir Ln NE, Bainbridge Isl., WA 98110  
(Address - Include Zip)

STAFF USE ONLY - DO NOT WRITE BELOW - STAFF USE ONLY

Received By:

Date:

Receipt No.

C:\CDPLANNING\APPLICATION Info & Forms\Application Packets\Land Use Application.doc

8/28/2015



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Describe contact with the affected Neighborhood Association (The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.)	
Have you contacted Salem-Keizer Transit?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Date Salem-Keizer Transit contacted	
Describe contact with Salem-Keizer Transit	

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Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 7/25/2019

Address (include ZIP): 5450 Zena Rd NW Salem, OR 97304

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)		
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**Application type**

Please describe the type of land use action requested:

UGA Modification (UGA 17-03)

(For office use only)

Permit #:

**Work site location and information**

<b>Street address or location of subject property</b>	Reed Road
<b>Total size of subject property</b>	68.14 acres
<b>Assessor tax lot numbers</b>	083W11D7100, 200, 202, 400, 500, 601, 602 083W12B1600 083W12C7700
<b>Existing use structures and/or other improvements on site</b>	Vacant
<b>Zoning</b>	RA
<b>Comprehensive Plan Designation</b>	Developing Residential
<b>Project description</b>	Coburn Grand View Estate UGA Modification / Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Boulder Hill LLC (Robert Nunn)	0941 Gaines St. #606 Portland OR 97239	503 704-7584 Robert@RobertNunn.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

**Project information**

<b>Neighborhood Association</b>	
<b>Have you contacted the Neighborhood Association?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Date Neighborhood Association contacted</b>	
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Authorized Signature: \_\_\_\_\_



Print Name: Robert W. Nunn, Manager

Date: 24 July 2019

Address (include ZIP): 0841 SW Gaines St., Unit 606, Portland, OR 97239

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

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Permit #:

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<b>Existing use structures and/or other improvements on site</b>	Vacant
<b>Zoning</b>	RA
<b>Comprehensive Plan Designation</b>	Developing Residential
<b>Project description</b>	Coburn Grand View Estates UGA Modification / Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Douglas Drager	4790 Battle Creek Rd SE Salem OR 97302	503 588-8317
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

**Project information**

<b>Neighborhood Association</b>	
<b>Have you contacted the Neighborhood Association?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Date Neighborhood Association contacted</b>	
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<b>Date Salem-Keizer Transit contacted</b>	
<b>Describe contact with Salem-Keizer Transit</b>	

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Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: 8-10-19

Address (include ZIP): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)

Received by	Date:	Receipt Number:
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<b>Zoning</b>	RA
<b>Comprehensive Plan Designation</b>	'Developing Residential'
<b>Project description</b>	Coburn Grand View Estate UGA Modification / Amendment

**People information**

	Name	Full Mailing Address	Phone Number and Email address
<b>Applicant</b>	Hobbs Family Property Trust	9711 Big Fir Lane NE Burien Bridge Island WA 98148	206 842-5325 cj.hobbs@comcast.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

**Project information**

<b>Neighborhood Association</b>	
<b>Have you contacted the Neighborhood Association?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
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<b>Have you contacted Salem-Keizer Transit?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Date Salem-Keizer Transit contacted</b>	
<b>Describe contact with Salem-Keizer Transit</b>	



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**Electronic signature certification:** By attaching an electronic signature (whether typed, graphical or free form) I certify herein that I have read, understood and confirm all the statements listed above and throughout the application form.

Authorized Signature:

*Craig S. Hobbs, Trustee*

Print Name:

*Craig S. Hobbs, Trustee*

Date:

*8/7/19*

Address (include ZIP):

*9711 Big Fir Ln NE, Bainbridge Isl, WA 98110*

Authorized Signature:

*Janis D. Hobbs, Trustee*

Print Name:

*Janis D. Hobbs, Trustee*

Date:

*8/7/19*

Address (include ZIP):

*9711 Big Fir Ln NE, Bainbridge Isl, WA 98110*

(For office use only)		
Received by	Date:	Receipt Number:

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## LAND USE APPLICATION

Application Type: Urban Growth Area (UGA) Permit

### APPLICANT INFORMATION

(Check one box below for designated contact person regarding this application)

☐ Applicant Name: Hobbs Family Property Trust Daytime Phone: 206 842-5325  
Mailing Address: 9711 Big Fir Lane NE Fax Number:  
City/State: Bainbridge Island WA Zip: 98110 Email: cjhobbsbi@gmail.com (X)

☒ Agent: Brandie Dalton, Land-Use Planner

Mailing Address: 1155 SE 13th Street Daytime Phone: 503-363-9227  
City/State: Salem, Oregon Zip: 97302 Fax Number:  
Email: bdalton@mtengineering.net

### PROPERTY INFORMATION

Reed Road Property (See attached maps)

(Street Address or Location of Subject Property)

Assessor's Map Attached

(Total Size of Subject Property)

CR and RM2

(Zoning)

836 110 500 4602

(Assessor Tax Lot Numbers)

Developing Residential

(Comp Plan Designation)

(Existing Use, Structures, and/or Other Improvements On Site)

### PROPOSED PROJECT INFORMATION

#### UGA

(Describe the Proposed Use or Development of Subject Property)

#### NEIGHBORHOOD ASSOCIATION:

CONTACTED? ☐ Yes ☒ No

The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.

(Describe Contact with the Affected Neighborhood Association)

Date Contacted

SALEM - KEIZER TRANSIT CONTACTED? ☐ Yes ☒ No

(Describe Contact with Salem - Kelzer Transit)

Date Contacted

### AUTHORIZATION BY PROPERTY OWNER(S) / APPLICANT

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☒ I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property:

(X) Craig S. Hobbs, Trustee Craig S. Hobbs, Trustee 3/25/17  
(Signature) (Print Name) (Date)

9711 Big Fir Ln NE, Bainbridge Isl., WA 98110  
(Address - Include Zip)

(X) Janis D. Hobbs, Trustee Janis D. Hobbs, Trustee 3/25/17  
(Signature) (Print Name) (Date)

9711 Big Fir Ln NE, Bainbridge Isl., WA 98110  
(Address - Include Zip)

STAFF USE ONLY - DO NOT WRITE BELOW - STAFF USE ONLY

Received By:

Date:

Receipt No.

C:\CDPLANNING\APPLICATION Info & Forms\Application Packets\Land Use Application.doc

8/28/2015



## Land Use Application

### Planning/Permit Application Center

City Hall / 555 Liberty St. SE / Room 320 / Salem, OR 97301-3513

503-588-6173 \* [planning@cityofsalem.net](mailto:planning@cityofsalem.net)

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(For office use only)

Permit #:

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Assessor tax lot numbers	083W11D7100, 200, 202, 400, 500, 601, 602 083W12B1600 083W12C7700
Existing use structures and/or other improvements on site	Vacant
Zoning	RA
Comprehensive Plan Designation	Developing Residential
Project description	Coburn Grand View Estates UGA Modification / Amendment

### People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	Pringle Creek LLC (Robert Num)	0841 SW Gaines St #606 Portland OR 97239	503-704-7584 <a href="mailto:Robert@RobertNum.com">Robert@RobertNum.com</a>
Agent	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 <a href="mailto:bdalton@mtengineering.net">bdalton@mtengineering.net</a>

### Project information

Neighborhood Association	
Have you contacted the Neighborhood Association?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Date Neighborhood Association contacted	
Describe contact with the affected Neighborhood Association (The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.)	
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Authorized Signature: \_\_\_\_\_



Print Name: Robert W. Nunn, Manager

Date: 24 July 2019

Address (include ZIP): 0841 SW Gaines St., Unit 606, Portland, OR 97239

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

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<b>Zoning</b>	RA
<b>Comprehensive Plan Designation</b>	'Developing Residential'
<b>Project description</b>	Coburn Grand View Estates UGA Amendment

**People information**

	<b>Name</b>	<b>Full Mailing Address</b>	<b>Phone Number and Email address</b>
<b>Applicant</b>	Seth Drager	4734 Manor Hill Rd. Turner 97142	503 580-3243 Sdrager1978@gmail.com
<b>Agent</b>	Brandie Dalton Land-Use Planner	Multi/Tech Engineering 1155 SE 13th Street, Salem, Oregon 97302	503-363-9227 bdalton@mtengineering.net

**Project information**

<b>Neighborhood Association</b>	
<b>Have you contacted the Neighborhood Association?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
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<b>Describe contact with Salem-Keizer Transit</b>	

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Authorized Signature: \_\_\_\_\_

Print Name: Seth Drager

Date: 8-10-19

Address (include ZIP):

4734 Marion Hill Rd S Turner OR 97392

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address (include ZIP): \_\_\_\_\_

(For office use only)

Received by

Date:

Receipt Number:

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Battle Creek LLC

UNTIL FURTHER NOTICE, SEND ALL TAX  
STATEMENTS TO:

Boulder Hill LLC  
Robert W. Nunn, Manager  
1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089

RTT  
1999  
PAG  
3/6

AFTER COMPLETING RECORDING, RETURN  
THIS DOCUMENT TO:

Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, OR 97301

### BARGAIN AND SALE DEED

ROBERT W. NUNN, Trustee under the  
EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

Conveys to

BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company  
GRANTEE

All the following real property situated in Marion County, State of Oregon, specifically described on Exhibit "A" hereto and by this reference incorporated herein, generally described as Tax Lot 1600, Tax Account No. R32212, subject to an easement in favor of the property owned by Grantor adjacent to the south, generally described as Tax described Tax Lot 700, Tax Account No. R32178, specifically described on Exhibit "B" hereto and by this reference incorporated herein. The purpose of the easement shall be for ingress and egress sufficient to permit development of Tax Lot 700 for its highest and best use. The specific location of the easement shall be determined by the owners of the dominant and servient estates, upon their mutual agreement, with the cost of locating and identifying the actual roadway easement to be shared equally between the owners of both estates.

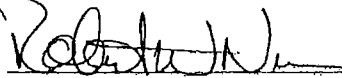
The true and actual consideration for this transfer is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 23<sup>rd</sup> day of May, 2002.

GRANTOR

Evelyn M. Coburn Living Trust, dated March 15, 1995



By: Robert W. Nunn, Trustee

MAY 29 2002

Craig Hobbs

Reel 3032 Page 486

SEND TAX STATEMENTS TO:  
Unchanged

AFTER RECORDING, RETURN TO:  
Kathleen A. Evans, Attorney at Law  
969 - 13th St. SE  
Salem, OR 97302

The true and actual consideration for this transfer is \$100,000.

SPECIAL WARRANTY DEED

W. KIMBLE HOBBS, GRANTOR

Conveys and specially warrants to

CRAIG S. HOBBS and JANIS D. HOBBS, Trustees  
of the HOBBS FAMILY PROPERTY TRUST, dated July 11, 2006, GRANTEE

All of his interest in the real property situated in Marion County, State of Oregon, located at 4826 Battle Creek Rd. SE, Salem, OR 97302, described as set out in Exhibit A, attached hereto and incorporated herein by this reference, free of encumbrances created or suffered by the Grantor except as specifically set forth herein.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated: 12/30/08

Grantor

W. KIMBLE HOBBS

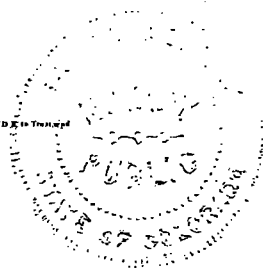
STATE OF COLORADO )  
County of BOULDER ) ss.

Personally appeared before me this 30TH day of DEC 2008, W. KIMBLE HOBBS and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for ELEVATION CREDIT UNION  
My Commission Expires:

My Commission Expires  
05/01/2010

December 18, 2008/11:05  
7:02 PM D. Hobbs Only & Jack W. 12 SpW.D. in Trust



Amertime 723576 126224



Drager LLC

UNTIL FURTHER NOTICE, SEND ALL TAX  
STATEMENTS TO:

REEL PAGE  
1950 328

Boulder Hill LLC  
Robert W. Nunn, Manager  
1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089

AFTER COMPLETING RECORDING, RETURN

THIS DOCUMENT TO:

Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, OR 97301

### BARGAIN AND SALE DEED

ROBERT W. NUNN, Trustee under the  
EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

Conveys to

DRAGER LLC, an Oregon Manager-Managed Limited Liability Company  
GRANTEE

All the following real property situated in Marion County, State of Oregon, generally described as Tax described Tax Lot 700, Tax Account No. R32178, specifically described on Exhibit "A" hereto and by this reference incorporated herein, together with an easement over the property owned by Grantor adjacent to the north specifically described on Exhibit "B" hereto and by this reference incorporated herein, generally described as Tax Lot 1600, Tax Account No. R32212. The purpose of the easement shall be for ingress and egress sufficient to permit development of Tax Lot 700 for its highest and best use. The specific location of the easement shall be determined by the owners of the dominant and servient estates, upon their mutual agreement, with the cost of locating and identifying the actual roadway easement to be shared equally between the owners of both estates.

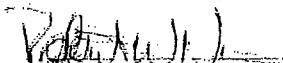
The true and actual consideration for this transfer is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 23<sup>rd</sup> day of May, 2002.

GRANTOR

Evelyn M. Coburn Living Trust, dated March 15, 1995

  
By: Robert W. Nunn, Trustee

MAY 23 2002

Doug Drager

SEND TAX STATEMENTS TO:

Doug Drager  
4721 Cougar Ct. SE  
Salem, OR 97301

REEL PAGE  
1548 519

AFTER RECORDING, RETURN TO:

Doug Drager  
4721 Cougar Ct. S. E.  
Salem, Oregon 97301

The true and actual consideration for this transfer is nonmonetary.

DEC 10 1998

BARGAIN AND SALE DEED

EVELYN M. COBURN and GERTRUDE A. HOBBS,  
Trustees, or their successors in trust,  
under the EVELYN M. COBURN LIVING TRUST, dated March 15, 1995,  
and any amendments thereto, GRANTOR

Conveys to

DOUGLAS M. DRAGER, GRANTEE

All the following described real property situated in Marion County, Oregon described on Exhibit "A" hereto, subject to a 50 foot wide road easement along the southeast boundary thereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 9th day of December, 1998.

Evelyn M. Coburn  
Evelyn M. Coburn, Trustee

Gertrude A. Hobbs  
Gertrude A. Hobbs, Trustee

STATE OF OREGON )

) ss.

County of Marion)

PERSONALLY appeared before me this 9th day of December, 1998, the above named Evelyn M. Coburn and Gertrude A. Hobbs, Trustees, and acknowledged the foregoing instrument to be their voluntary act and deed.

Sandra L. Murphy  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3-22-00



Pringle Creek LLC  
Lot 400

**After recording return to:**

Robert W. Nunn  
Sussman Shank LLP  
Suite 1400  
1000 SW Broadway  
Portland, OR 97205-3089

**Send all tax statements to:**

Robert W. Nunn  
0841 SW Gaines Street, Unit 606  
Portland, OR 97239

**WARRANTY DEED**

Linda S. Schaefer, Grantor, conveys and warrants to Margalou LLC, an Oregon limited liability company, Grantee, all of Grantor's tenant in common interest in the real property described on Exhibit A.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law are limited to the amount, nature, and terms of any right or indemnification available to Grantor under any title insurance policy. Grantor has no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under a title insurance policy.

The property is free of encumbrances except (a) as specifically set forth herein, (b) encumbrances ascertainable from viewing the property, and (c) encumbrances, covenants, conditions, restrictions, and easements of record.

The true and actual consideration for this transfer is \$-0- and consists of or includes other property or other value given or promised.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR**

FATCO 5-2014

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 27<sup>th</sup> day of November, 2013.

GRANTOR:

Linda S. Schaefer

Linda S. Schaefer

STATE OF OREGON )

County of ham ) ss.

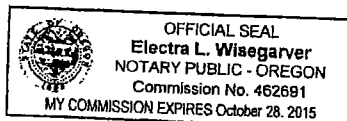
This instrument was acknowledged before me on November 27<sup>th</sup>, 2013 by Linda S. Schaefer.

Electra L. Wisegarver

NOTARY PUBLIC FOR OREGON

My Commission Expires: October 27 2015

15923-002\MARGALOU LLC WARRANTY DEED (01722700);1



Boulder Hill 100  
200  
601

UNTIL FURTHER NOTICE, SEND ALL TAX  
STATEMENTS TO:  
Boulder Hill LLC  
Robert W. Nunn, Manager  
1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089

REEL PAGE  
1950 327

AFTER COMPLETING RECORDING, RETURN  
THIS DOCUMENT TO:  
Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, OR 97301

### BARGAIN AND SALE DEED

ROBERT W. NUNN, Trustee under the  
EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

Conveys to

BOULDER HILL LLC, an Oregon Manager-Managed Limited Liability Company  
GRANTEE

All the following real property situated in Marion County, State of Oregon, specifically described on Exhibit "A" hereto and by this reference incorporated herein, generally described as: Tax Lot 100, Tax Account No. R32164; Tax Lot 200, Tax Account No. R32163, and Tax Lot 601, Tax Account No. R32158.

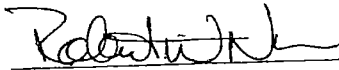
The true and actual consideration for this transfer is other than money.

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Dated this 23<sup>rd</sup> day of May, 2002.

GRANTOR

Evelyn M. Coburn Living Trust, dated March 15, 1995

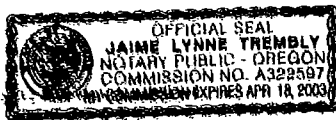


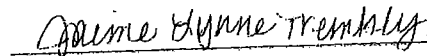
By: Robert W. Nunn, Trustee

STATE OF OREGON, County of Marion

) ss.

Personally appeared before me this 23<sup>rd</sup> day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the foregoing instrument to be his voluntary act.





Notary Public for Oregon

My Commission Expires: 4-18-03

MAY 29 2002

UNTIL FURTHER NOTICE, SEND ALL TAX  
STATEMENTS TO:

Boulder Hill LLC  
Robert W. Nunn, Manager  
1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089

RELL PAGE  
1950 327

AFTER COMPLETING RECORDING, RETURN  
THIS DOCUMENT TO:

Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, OR 97301

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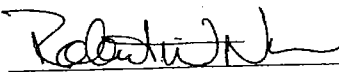
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Dated this 23<sup>rd</sup> day of May, 2002.

GRANTOR

Evelyn M. Coburn Living Trust, dated March 15, 1995

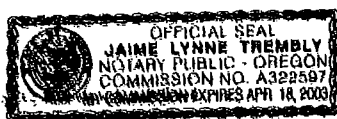


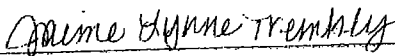
By: Robert W. Nunn, Trustee

STATE OF OREGON, County of Marion

) ss.

Personally appeared before me this 23<sup>rd</sup> day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the foregoing instrument to be his voluntary act.



  
Notary Public for Oregon  
My Commission Expires: 4-18-03

UNTIL FURTHER NOTICE, SEND ALL TAX  
STATEMENTS TO:

Boulder Hill LLC  
Robert W. Nunn, Manager  
1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089

REEL PAGE  
1950 327

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Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, OR 97301

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Conveys to

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GRANTEE

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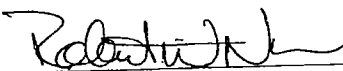
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Dated this 23<sup>rd</sup> day of May, 2002.

GRANTOR

Evelyn M. Coburn Living Trust, dated March 15, 1995

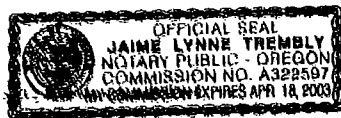


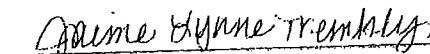
By: Robert W. Nunn, Trustee

STATE OF OREGON, County of Marion

) ss.

Personally appeared before me this 23<sup>rd</sup> day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the foregoing instrument to be his voluntary act.

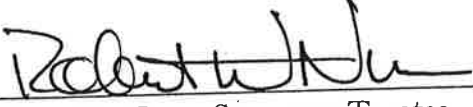


  
Notary Public for Oregon  
My Commission Expires: 4-18-03

## ASSIGNMENT OF MEMBER'S INTEREST IN LIMITED LIABILITY COMPANY

Robert W. Nunn, successor trustee, of the Evelyn M. Coburn Living Trust, dated March 15, 1995, as amended (the "Trust"), hereby assigns to ROBERTA ANN STRAUSBAUGH, all of the Trust's interest as a member in that certain limited liability company known as BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company.

DATED: August 23, 2005

  
Robert W. Nunn, Successor Trustee

### CONSENT AND RESIGNATION OF MANAGER

The undersigned, being the Manager of BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company, hereby consents to this assignment, with the understanding that all of the terms and provisions of the operating agreement shall continue to apply, and hereby resigns as manager.

  
By: Robert W. Nunn, Manager

### ACCEPTANCE OF ASSIGNMENT AND ELECTION OF MANAGER

The undersigned accepts the assignment of the membership interest, subject to the terms and conditions of the operating agreement, and hereby elects JULIE A. SINGER as manager.

*Julie A. Singer power of attorney*  
*for Roberta Ann Strausbaugh*  
Roberta Ann Strausbaugh

ENTERED  
3/5/16





Phone: (503) 986-2200  
Fax: (503) 378-4381

## Change of Registered Agent/Address—Corporations/LLC

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

### Check the appropriate box below:

- ☒ CHANGE OF AGENT AND ADDRESS  
(Complete only 1, 2, 3, 4, 5, 6, 11)  
☐ CHANGE OF ADDRESS ONLY  
(Complete only 1, 7, 8, 9, 10, 11)

REGISTRY NUMBER: 063951-98

NOTE: Use this form for Cooperatives or Business Trusts.

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in **Black Ink**. Attach Additional Sheet if Necessary.

1) ENTITY NAME BATTLE CREEK LLC

### CHANGE OF REGISTERED AGENT AND OFFICE

2) THE REGISTERED AGENT HAS BEEN CHANGED TO:

Julie Singer

3) THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

4) ADDRESS OF THE NEW REGISTERED OFFICE (Must be an OREGON Street Address which is identical to the registered agent's business office.)

5450 Zena Road NW

Salem, OR 97304

5) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

6) EXECUTION

(Must be signed by one corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature: Julie Singer

Printed Name: Julie Singer

Title: Manager

### CHANGE OF REGISTERED AGENT'S BUSINESS OFFICE ONLY

7) NEW ADDRESS OF REGISTERED AGENT (The business address of the registered agent has changed to the following OREGON Street Address.)

8) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

9) NOTIFICATION

☐ The corporation has been notified in writing of this change.

10) EXECUTION

(Must be signed by the registered agent or a corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

11) CONTACT NAME (To resolve questions with this filing.)

Julie Singer

DAYTIME PHONE NUMBER (Include area code.)

(503) 581-7930

### FEES

No Processing Fee

ENTERED  
2/15/11



Phone: (503) 986-2200  
Fax: (503) 378-4381

**Amendment to Annual Report—Limited Liability Company**

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

REGISTRY NUMBER: **063951-98**

ENTITY TYPE ☒ DOMESTIC ☐ FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in **Black Ink**.

**To change the Registered Agent, use Change of Registered Agent/Address, Form 131**

1) **NAME OF ENTITY** BATTLE CREEK LLC

2) **PRINCIPAL PLACE OF BUSINESS** (Street Address)

5450 Zena Road NW

Salem, OR 97304

3) **ADDRESS FOR MAILING NOTICES**

5450 Zena Road NW

Salem, OR 97304

**LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES**

4) **MEMBERS** (Name and street address)

Roberta Ann Strausbaugh

2482 Kuebler Road South

Salem, OR 97302

5) **MANAGERS** (Name and street address)

Julie Singer

5450 Zena Road NW

Salem, OR 97304

6) **EXECUTION**

Signature: Julie A. Singer

Printed Name: Julie Singer

Title: Manager

Date: \_\_\_\_\_

7) **CONTACT NAME** (To resolve questions with this filing.)

Julie Singer

**DAYTIME PHONE NUMBER** (Include area code.)

(503) 581-7930

**FEES**

No Processing Fee



new folder for  
sachuc

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**THE OPERATING AGREEMENT**  
**OF**  
**BATTLE CREEK LLC**  
**Manager Managed**

by

Kathleen A. Evans

Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court St. NE  
Salem, Oregon 97301

Telephone: (503) 588-5670  
Fax: (503) 588-5673

---

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<b>Article Three .....</b>	<b>Managers</b>
<b>Article Four .....</b>	<b>Conflicts of Interest and Confidential Information</b>
<b>Article Five .....</b>	<b>Capital Contributions</b>
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<b>Article Fifteen .....</b>	<b>Definitions</b>
<b>Article Sixteen .....</b>	<b>Miscellaneous</b>

### **Exhibits**

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<b>Exhibit B .....</b>	<b>Membership Ledger</b>

## **Securities Law Disclosure**

The percentages of ownership (membership interests) of BATTLE CREEK LLC have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state. The membership interests are offered and sold in reliance on exemptions from the registration requirement of the Securities Act and such laws, and particularly regulations enacted by the Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of securities without registration under the Securities Act of 1933.

The Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements and other information with the Securities and Exchange Commission, or any state securities commission.

The membership interests of BATTLE CREEK LLC have not been, nor will be, registered or qualified under federal or state securities laws. The membership interests of BATTLE CREEK LLC may not be offered for sale, sold, pledged, or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification exists. The availability of any exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, which opinion of counsel must be reasonably satisfactory to BATTLE CREEK LLC.

# **Article One**

## **Organization of Company**

### **Section 1. The Limited Liability Company**

This Operating Agreement is entered into and shall be effective as of the Effective Date, by and among the Company, the persons identified on Exhibit A of this Agreement as Initial Members and Kathleen A. Evans, "*Organizer*."

### **Section 2. Organization**

By executing and filing the Articles, Organizer has created or will create the Company in accordance with and pursuant to the Act. Consistent with the Act and the Articles, the Initial Members hereby provide for the regulation and management of the affairs of the Company.

### **Section 3. Nature of Business**

The Company is organized to accomplish the following purposes:

- A. To provide consolidated management of the assets held by the Company;
- B. To manage and/or develop real estate owned or acquired by the Company;
- C. To provide an orderly buy-sell arrangement between the members of the Evelyn M. Coburn family to keep Company assets in the family;
- D. To promote family harmony by insuring that any disputes will be resolved privately by arbitration rather than publicly through the courts;
- E. To assist in preventing family assets from going through probate upon the death of any family member; or alternatively to simplify any probate proceeding which may be required;
- F. To establish and maintain an order of succession and control of family assets;
- G. To consolidate fractional interests in family-held assets;
- H. To increase family wealth;

- I. To establish a method by which annual gifts can be made without fractionalizing family assets;
- J. To restrict the right of non-family members to acquire interests in family assets;
- K. To prevent the transfer of a family member's interest in the Company as a result of a failed marriage;
- L. To provide protection to family assets from claims of future creditors of members;
- M. To provide flexibility in business planning not available through trusts, corporations, or other business entities; and
- N. To promote knowledge of and communication about the family assets and business among family members.

In order to accomplish its purposes, the Company may conduct any lawful business and investment activity permitted under the laws of the State of Oregon and in any other jurisdiction in which it may have a business or investment interest. The Company may own, acquire, manage, develop, operate, sell, exchange, finance, refinance and otherwise deal with real estate, personal property and any type of business as the Members may from time to time deem to be in the best interest of the Company. The Company may engage in any other activities which are related or incidental to the foregoing purposes. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

#### **Section 4. Defects as to Formalities**

A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

#### **Section 5. No Company Intended for Nontax Purposes**

The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Oregon Revised Partnership Act or the Oregon Uniform Limited Partnership Act or a corporation under the Oregon Business Corporation Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

## **Section 6. Rights of Creditors and Third Parties**

This Agreement is entered into among the Company and the Initial Members for the exclusive benefit of the Company, its Members, and their successors and assigns. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any Member with respect to any Contribution or otherwise.

## **Section 7. Title to Property**

All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in the Member's individual name or right, and each Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all Company Property in the name of the Company and not in the name or names of any Member or Members.

## **Section 8. Payments of Individual Obligations**

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Member unless otherwise provided for herein.

Notwithstanding the foregoing, the Manager may help facilitate the satisfaction of any death or estate tax obligations owed by a member or by a member's estate. For example, the Manager may elect to make any distributions authorized under this Agreement either directly to the appropriate persons or institutions or to the trustee of any deceased member's trust or to the personal representative of the deceased member's probate estate. The Manager may rely upon the written statements of the deceased member's fiduciary (be that a trustee or a personal representative) as to all material facts relating to these payments; the Manager shall not have any duty to see to the application of such payments. Further, the Manager is authorized to purchase and retain in the form received, as an asset of the Company, any property which is a part of the deceased member's trust or probate estate. In addition, the Manager may make loans, with or without security, to the deceased member's trust or probate estate. The Manager shall not be liable for any loss suffered by the Company as a result of the exercise of the powers granted in this Section.



## **Article Two**

### **Members**

#### **Section 1. Authority to Act**

No Member shall have the power or authority to bind the Company unless the Member is a Manager or the Member has been authorized by the Managers to act as an agent of the Company in accordance with this Agreement.

#### **Section 2. Two Classes of Members**

There shall be two classes of members.

- A. Members of Class A shall have both Economic Rights and Management Rights and shall have the ability to vote on all matters and to elect the Managers of the Company. Whenever this Agreement requires a certain percentage vote to act, that percentage shall always refer to Class A membership interests; Class B membership interests shall be referred to only for those matters specifically listed in paragraph C below. All Class A Members shall be entitled to vote on or consent to any matter submitted to a vote or consent of the Members. In addition to any other actions which, by virtue of the Act, the Articles or this Agreement require a certain consent of the Members, the following actions require the consent of a Majority of the Class A Members:

1. Fixing the number of Managers;
2. Electing the Managers;
3. Setting or adjusting the compensation or benefits of Managers;
4. Removing any Manager without cause;
5. Removing any Manager for cause;
6. Filling any vacancy created by the resignation, removal or death of a Manager;
7. Filling any vacancy created by the increase in the number of Managers;
8. Approving any transaction involving an actual or potential conflict of interest between a Member or a Manager and the Company;

9. Determining the amount, if any, and timing of any guaranteed payments to Members;
  10. Approving any transaction involving an actual or potential conflict of interest between a Member and the Company;
  11. Changing the nature of the business of the Company;
  12. Incurring a Company debt other than in the ordinary course of business; or
  13. Taking or approving any action or transaction which is reserved to the Members by the Act, the Articles or this Agreement without any express statement of the extent of Member action required.
- B. In addition to any other actions which, by virtue of the Act, the Articles or this Agreement, require the unanimous consent of the Members, the following actions require the consent of 80% of the Class A Members:
1. Compromising any Contribution obligation;
  2. Amending or restating the Articles;
  3. Amending or restating this Agreement;
  4. Approving any action to sell, lease, exchange, mortgage, pledge or other transfer or disposition of all or substantially all of the Company Property, other than in the ordinary course of business;
  5. Merging the Company with another Entity;
  6. Dissolving the Company; or
  7. Admitting an Additional Member.
- C. Members of Class B shall have only Economic Rights and the ability to vote on those specific items listed below. They shall have no other Management Rights; they do not have the power to vote to elect the Managers; and they have no power to bind the Company. In addition to consent of 80% of the Class A Members, the following actions also require the consent of 80% of the Class B Members:
1. Amending or restating the Articles;
  2. Amending or restating this Agreement;

3. Approving any action to sell, lease, exchange, mortgage, pledge or other transfer or disposition of all or substantially all of the Company Property, other than in the ordinary course of business;
4. Merging the Company with another Entity;
5. Dissolving the Company; or
6. Admitting an Additional Member.

### **Section 3. Limitation of Liability.**

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. A Member will not be personally liable, merely as a Member, for any debts or losses of the Company beyond the Member's respective Contributions and any obligation of the Member under Article Five to make Contributions, except as otherwise provided by law.

### **Section 4. Indemnification**

The Company shall indemnify the Members, for all costs, losses, liabilities, and damages paid or accrued by such Member, and advance expenses incurred by the Member, in connection with the business of the Company, to the fullest extent provided or allowed by the laws of Oregon except that this provision shall not provide indemnification for:

- A. Any breach of a Member's duty of loyalty to the Company or its Members as described in this Agreement;
- B. Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- C. Any unlawful distribution under the Act; or
- D. Any transaction from which the Member derives an improper personal benefit.

### **Section 5. Actions of Members**

- A. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Class A Member or Members holding at least 10% of the Class A Capital Interests.

- B. Place of Meetings.** The Class A Members may designate any place, either within or outside of Oregon, as the location for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.
- C. Notice of Meetings.** Except as provided below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the person calling the meeting, to each Member entitled to vote at the meeting to be called. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at the Member's address, as it appears on the books of the Company, postage prepaid.
- D. Meeting of All Members.** If all of the Members entitled to vote shall meet at any time and place, either within or outside of Oregon, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.
- E. Record Date.** For the purpose of determining the Members for any purpose, the date on which any required notice is mailed shall be the record date for such determination of the Members.
- F. Quorum.** Members entitled to vote, represented in person or by proxy, with aggregate Sharing Ratios in excess of 50% shall constitute a quorum at any meeting of the Members. In the absence of a quorum at any such meeting, the Members so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members entitled to vote present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the departure during such meeting of Members whose absence would cause less than a quorum to remain. In the event an action requires the consent of the remaining Members or some portion thereof, the foregoing quorum rules of this Section shall be applied by substituting "remaining Members" for "Members" therein.
- G. Manner of Acting.** If a quorum is present, a Majority of those Members entitled to vote shall act for the Members, unless the vote of a different proportion or number or both classes is otherwise required by the Act, the Articles, or this Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interest, Sharing Ratios, vote or consent, as the case may be, shall be counted in the determination of whether the requisite

matter was approved by the Members. In the event an action requires the consent of the remaining Members or some portion thereof, the foregoing rules of this Section shall be applied by substituting "remaining Members" for "Members" therein.

- H. **Proxies.** At all meetings of the Members, a Member may vote in person or by a proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting and may be of any duration except that a Member who shall appear in person at a meeting shall void any outstanding proxy for so long as such Member is in attendance.
- I. **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members sufficient to have approved the actions or resolutions at issue had a duly called meeting been held at which all Members were in attendance and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the necessary Members have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.
- J. **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- K. **Telephonic Meetings.** With respect to a particular meeting or generally with respect to future meetings, the Members may permit any or all Members to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all Members participating may simultaneously hear each other; provided the notice of such a meeting shall state that the Members may participate in such a fashion and describe how any Member may notify the Company of the Member's desire to be included in the meeting. A Member participating in such a meeting is deemed to be present in person at such meeting.

## **Section 6. Books, Records, Reports and Information**

Each Member shall have the right to receive the reports and information required to be provided by this Agreement. Upon reasonable request, each Member, and the Member's agent and attorney shall have the right, during ordinary business hours, to inspect and copy, at the requesting Member's expense, the books and records which the Company is required, by the Act and this Agreement, to keep.

## **Article Three**

### **Managers**

#### **Section 1. General**

- A. Initial Managers.** Robert W. Nunn shall serve as the Initial Manager.
- B. Term.** Each Manager shall hold office until the Manager resigns, dies, dissolves (if an entity other than an individual), or is removed or replaced.
- C. Election.** Except as otherwise provided herein, Managers shall be elected by the Class A Members.
- D. Resignation.** Any Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

#### **Section 2. Action by Managers**

The rights and powers of the Managers hereunder shall be exercised by them in such manner as they may agree. In the absence of an agreement among the Managers, the following shall apply:

- A. Place of Meetings.** The Managers may designate any place, either within or outside of Oregon, as the location for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.
- B. Notice of Meetings.** Except as provided below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 hours nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Manager. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Manager at the Manager's address as it appears on the books of the Company, with postage thereon prepaid.

- C. **Meeting of All Managers.** If all of the Managers shall meet at any time and place, either within or outside of Oregon, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.
- D. **Quorum.** More than half of the Managers, represented in person or by proxy, shall constitute a quorum at any meeting of Managers. In the absence of a quorum at any such meeting, the Managers so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, a notice of the adjourned meeting shall be given to each Manager. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Managers present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Managers whose absence would cause less than a quorum.
- E. **Manner of Acting.** If a quorum is present, the act of a Majority of the Managers who are present, in person or by proxy, shall be the act of the Managers, unless the vote of a different proportion or number is otherwise required by the Act, the Articles, or this Agreement. Unless otherwise expressly provided herein or required under applicable law, Managers who have an interest in the outcome of any particular matter upon which the Managers vote or consent may not vote or consent upon any such matter and their vote or consent, as the case may be, shall not be counted in the determination of whether the requisite matter was approved by the Managers.
- F. **Proxies.** At all meetings of the Managers, a Manager may vote in person or by a proxy executed in writing by the Manager or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers before or at the time of the meeting and may be of any duration except that a Manager who shall appear in person at a meeting shall void any outstanding proxy for so long as such Manager is in attendance.
- G. **Action by Managers Without a Meeting.** Action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Managers sufficient to have approved the actions or resolutions at issue had a duly called meeting been held at which all Managers were in attendance and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the necessary Managers have signed the consent, unless the consent specifies a different effective date.
- H. **Waiver of Notice.** When any notice is required to be given to any Manager, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

- I. **Telephonic Meetings.** With respect to a particular meeting or generally with respect to future meetings, the Managers may permit any or all Managers to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all Managers participating may simultaneously hear each other. A Manager participating in such a meeting is deemed to be present in person at such meeting.

### **Section 3. Authority of the Managers**

Subject to the limitations and restrictions set forth in the Act, the Articles and this Agreement (including, without limitation, those set forth in this Article), the Managers shall have the sole and exclusive right to manage the business of the Company and shall have all of the rights and powers which may be possessed by Managers under the Act and the Articles including, without limitation, the right and power, on behalf and in the name of the Company, to:

- A. Institute, prosecute, and complain and defend in all courts in the Company's name;
- B. Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with real or personal property or any interest in real or personal property, wherever situated;
- C. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of a part of the Company Property in the ordinary course, subject, however, to the restrictions set forth in Article Two, Section 2, regarding a disposition of all or substantially all of the Property, which must be approved by the Members as set forth therein;
- D. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, otherwise dispose of and otherwise use or deal in or with other interests in or obligations of any other Entity;
- E. Make contracts or guarantees, incur liabilities, borrow money, issue Company notes or other obligations that may be convertible into other securities of the Company, or include the option to purchase other securities of the Company, or secure any of the Company's obligations by mortgage or pledge of any of the Company Property, franchises or income;
- F. Lend money, invest or reinvest Company funds or receive and hold real or personal property as security for repayment of funds so loaned, invested or reinvested, including, without limitation, the loans to Managers, Members, employees and agents;
- G. Be a promoter, incorporator, general partner, limited partner, member, associate or manager of any partnership, joint venture, trust or other Entity;



- H. Conduct the Company's business, locate its offices and exercise the powers granted by the Act and the Articles within or without Oregon;
- I. Elect or appoint Managers, employees or agents of the Company, define their duties, fix their compensation and lend them money and credit;
- J. Make and alter this Agreement not inconsistent with the Articles or the laws of Oregon for managing the Company's business and regulating its affairs;
- K. Pay pensions and establish pension plans, profit sharing plans and other benefit or incentive plans for any and all of its current or former Managers, Members, employees and agents;
- L. Make donations for the public welfare or for charitable, scientific or educational purposes;
- M. Transact any lawful business that will aid governmental policy;
- N. Indemnify a Member or Manager or any other person as and to the extent not inconsistent with the provisions of the Act or the Articles;
- O. Cease the Company's activities and dissolve.

#### **Section 4. Restrictions on Authority of Managers**

In addition to any other consent requirements contained in the Act, the Articles, or this Agreement, each Manager shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of a Majority of the Managers in addition to any required consent of the Members:

- A. Determining the amount and kind of property available for and the timing of distributions;
- B. Admitting an Additional Member;
- C. Accepting a Substitute Member; or
- D. Expelling a Member.

## **Section 5. Duties and Obligations of Managers**

In addition to such other duties and obligations as Managers may have, Managers shall be responsible for the following:

- A. The Managers shall cause the Company to conduct its business and operations separate and apart from that of any Manager, including, without limitation:
  - 1. Segregating Company Property and not allowing Company Property to be commingled with the funds or other assets of, held by, or registered in the name of, any Manager,
  - 2. Maintaining books and financial records of the Company separate from the books and financial records of any Manager, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to due authorization of the Members,
  - 3. Causing the Company to pay its liabilities from Company Property, and
  - 4. Causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.
- B. The Managers shall take all actions which may be necessary or appropriate
  - 1. For the continuation of the Company's valid existence as a limited liability company under the laws of Oregon and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged and
  - 2. For the accomplishment of the Company's purposes, including the acquisition, development, maintenance, preservation, and operation of Company Property in accordance with the provisions of this Agreement and applicable laws and regulations.
- C. The Managers shall be under a fiduciary duty to perform the duties of Managers in good faith, in a manner they reasonably believe to be in the best interests of the Company and its Members, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In discharging these duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under this Agreement and upon such information, opinions, reports or statements by any other Manager, Member, or agent, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits

and losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

## **Section 6. Right to Rely on Managers.**

Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

- A. The identity of any Manager or any Member;
- B. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;
- C. The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- D. Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.
- E. The signature of any Manager shall be necessary and sufficient to convey title to any Company Property or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of any Manager shall be sufficient to execute any "statement of company" or other documents necessary to effectuate this or any other provision of this Agreement. All of the Members do hereby appoint the Managers as their attorney(s)-in-fact for the execution of any or all of the documents described in this Section.

## **Section 7. Liability and Indemnity of the Managers**

A Manager is not personally liable for any debt, obligation or liability of the Company merely by reason of being a Manager and is not liable to the Company or its Members for monetary damages for conduct as a Manager. A Manager who performs the duties as Manager in accordance with this Agreement shall not have any liability by reason of being or having been a Manager. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. However, this provision shall not eliminate or limit a Manager's liability for:

- A. Any breach of a Manager's duty of loyalty to the Company or its Members as described in this Agreement;

- B. Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- C. Any unlawful distribution under the Act; or
- D. Any transaction from which the Manager derives an improper personal benefit.

## **Article Four**

### **Conflicts of Interest and Confidential Information**

#### **Section 1. Duty of Loyalty**

Each Member and Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members and Managers may enter into transactions that are similar to the transactions into which the Company may enter and the Company and each Member and Manager waive the right or claim to participate therein. Notwithstanding the foregoing, Members and Managers shall account to the Company and hold, as trustee for it, any property, profit, or benefit derived by the Member or Manager, without the consent of the Members or Managers, in the formation, conduct and winding up of the Company business or from a use or appropriation by the Member or Manager of Company Property, including information developed exclusively for the Company and opportunities expressly offered to the Company.

#### **Section 2. Other Self Interest**

A Member or Manager does not violate a duty or obligation to the Company merely because the conduct furthers the interest of the Member or Manager. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Member or a Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or a Manager has a direct or indirect interest in the transaction if the transaction is approved or ratified as provided for herein.

#### **Section 3. Confidential Information**

The Members and Managers recognize and acknowledge that as Members or as Managers they will have access to, be provided with and, in some cases, will prepare and create Confidential Information. Neither a Member nor a Manager shall, either while a Member or a Manager or subsequent to Cessation, use or disclose any Confidential Information, either personally or for the use of others, other than in connection with the Member's or Manager's activities on behalf of the Company. Nor shall a Member or a Manager disclose any Confidential Information to any Person who is not a Member or Manager, not employed by the Company or not authorized by the Company to receive such Confidential Information, without the prior written consent of the Company. Each Member and each Manager shall use reasonable and prudent care to safeguard and protect and

prevent the unauthorized use and disclosure of Confidential Information. The obligations contained in this Section shall survive for as long as the Company, in its sole judgment of a majority of the Class A members, considers subject information to be Confidential Information.

#### **Section 4. Conflicts of Interest**

The Members hereby acknowledge that: (a) Evans, Freeby & Jennings, LLP, an Oregon limited liability partnership, ("*EF & J*") has represented the Evelyn M. Coburn in connection with the formation of the Company and the drafting of this Operating Agreement; (b) that each of the other parties has been advised to seek independent counsel in connection with such matters; and (c) that EF & J does not represent any Member either directly or indirectly through the Company. Payment of EF & J's attorney fees by the Company shall not alter or amend any of the relationships contemplated in this paragraph.

## **Article Five**

### **Capital Contributions**

#### **Section 1. Initial Contributions**

Each Member shall contribute the consideration described for that Member on Exhibit A or in the Member's Admission Agreement at the time and on the terms specified on Exhibit A or in the Member's Admission Agreement. If no time for Contribution is specified, the Contributions shall be made upon the Member's signing an Admission Agreement. The value of the Contributions, other than cash, shall be as set forth on Exhibit A or in the Member's Admission Agreement. No interest shall accrue on any Contribution and no Member shall have the right to withdraw or be repaid any Contribution except as provided in this Agreement. Each Additional Member shall make the Contribution described in the Member's Admission Agreement. The value of the Additional Member's Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

#### **Section 2. Additional Contributions**

In addition to the Initial Contributions, the Managers may determine from time to time that Additional Contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managers shall give written notice to all Members at least ten Business Days prior to the date on which such Contribution is due. Such notice shall set forth the amount of Additional Contribution needed, the purpose for which the Contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such Additional Contribution. No Member shall be obligated to make any Additional Contributions except as otherwise required by law. In the event any one or more Members do not make their Additional Contribution, the other Members shall be given the opportunity to make the Contributions not otherwise made.

#### **Section 3. Enforcement of Commitments**

In the event a Member fails to make a Contribution when due, the following may occur.

- A. Collection.** The Managers shall give any Delinquent Member a notice of the failure to make a required Contribution. If the Delinquent Member fails to make the Contribution (together with any costs associated with the failure and interest on such entire obligation at the Default Interest Rate) within ten Business Days of the giving of notice, the

Managers may take such action as is deemed appropriate, including but not limited to enforcing the Contribution obligation in the court of appropriate jurisdiction in Oregon or the state of the Delinquent Member's address as reflected in the Agreement or in the Member's Admission Agreement. Each Member expressly agrees to the jurisdiction of such courts but only for the collection of contributions.

- B. **Compromises.** The Managers may compromise any Contribution obligation of a Delinquent Member.
- C. **Advance of Delinquent Contribution.** The Managers may elect to allow the other Members to contribute the amount of the delinquent contribution in proportion to such Members' Sharing Ratios, with those Members who contribute ("*Contributing Members*") to contribute additional amounts equal to any amount of the delinquent contribution. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid the Contributing Members shall be entitled to all distributions to which the Delinquent Member would have been entitled. Notwithstanding the foregoing, no obligation to make an contribution may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement.

#### **Section 4. Maintenance of Capital Accounts**

The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles as set forth in Treasury Regulation §1.704-1(b)(2)(iv). Each Member's Capital Account will be equal to:

- A. The amount of cash and the fair market value of the property contributed to the capital of the Company by the Member (net of any liabilities secured by such contributed property assumed by the Company or to which such contributed property is subject), but excluding any loans to the Company; plus
- B. The Member's allocable share under Article Six of any income and gain, or items thereof, of the Company (including any income and gain exempt from federal income tax and including any items of gain, as computed for book purposes, under Treasury Regulation §1.704-1(b)(2)(iv)(g), with respect to property properly reflected on the books of the Company at a value that differs from the adjusted tax basis of such property, but excluding items of income or gain, as computed for tax purposes, as described in Treasury Regulation §1.704-1(b)(4)(i)); less
- C. The Member's allocable share under Article Six of any loss or deduction, or any items thereof of the Company (including any items of depreciation, depletion, amortization, and loss, as computed for book purposes under Treasury Regulation §1.704-1(b)(2)(iv)(g),



with respect to property properly reflected on the books of the Company at a value that differs from the adjusted tax basis of the property, but excluding items of depreciation, depletion, amortization, and loss, as computed for tax purposes as described in Treasury Regulation §1.704-1(b)(4)(i)); less

- D. The amount of cash and the fair market value of property distributed to the Member (net of any liabilities secured by the distributed property assumed by the Member or to which such distributed property is subject); less
- E. The Member's allocable share under Article Six of any Company expenditures described in Internal Revenue Code §705(a)(2)(B), including items treated as §705(a)(2)(B) expenditures by Treasury Regulation §1.704-1(b)(2)(i); and
- F. Otherwise adjusted as required pursuant to Treasury Regulation §1.704-1(b)(2)(iv).

## **Article Six**

### **Allocations**

#### **Section 1. Pro Rata Allocation**

- A. Determination of Income and Loss.** The Company's profits or losses for each fiscal year will be determined as of the end of that fiscal year by the Company's accountants in accordance with federal income tax accounting principles, consistently applied, utilizing that method of accounting employed in the federal income tax informational return filed by the Company for that fiscal year.
- B. Allocation of Profits and Losses.** Subject to the special allocations and limitations set forth below, the profits and losses of the Company for each fiscal year will be allocated among the Members pro rata in proportion to their respective ownership percentage, as set forth on Exhibit "B."
- C. Special Allocations and Limitations.** The Members intend that all allocations will be pro rata; however, in order to comply with federal income tax regulations regarding the substantial economic effect of Company allocations, in the special circumstances described in such provisions, all allocations of Company income, gain, loss, and deductions are subject to the special allocations and limitations described below.
- D. No Right to Demand Return of Capital.** No Member will have any right to any distribution except as expressly provided in this Agreement. No Member will have any drawing account in the Company.
- E. Optional Revaluation of Company Property.** Upon the occurrence of (i) a subsequent contribution of money or property to the Company by a Member as an additional capital contribution, (ii) the admission of a new Member, or (iii) a distribution of money or property by the Company to a retiring or continuing Member in exchange for his or her capital interest, or otherwise as provided in this Agreement, the Manager may elect to increase or decrease the respective Capital Accounts of all Members to reflect a revaluation of all Company property on the books of the Company, but:
  - 1. Such adjustments must be based on the fair market value of the property on the date of adjustment;
  - 2. The adjustments must reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property (that has not been reflected in the Capital Accounts of the Members previously) would be allocated among the Members under

this Article if there were a taxable disposition of the property for the fair market value on the adjustment date;

3. Thereafter, the Capital Accounts of the Members must be adjusted in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to the property; and
  4. Thereafter, the Members' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to the property will be determined so as to take account of the variation between the adjusted tax basis and the book value of the property in the same manner as under Internal Revenue Code §704(c) and Treasury Regulation §1.704-1(b)(4)(i).
- F. Transfer of Membership Interest by Member During Fiscal Year.** If, after compliance with the requirements relating to transfer herein, any Member transfers any of his or her Membership Interest during any fiscal year of the Company by sale, exchange, transfer, assignment, gift, death, operation of law, or in any other manner, the income, gain, loss or expense of the Company allocable to the transferred membership interest will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year each party owned the ownership interest in question; but the gain or loss realized by the Company from an insurance recovery or a condemnation award will be allocated to the owner of the ownership interest on the date of the transaction.

## **Section 2. Special Allocations and Limitations**

- A. Limitations on Allocations of Loss.** In no event will any Company loss or deduction, or item thereof, be allocated to any Member to the extent that the Member has, or would have as a result of the allocation, an Adjusted Capital Account Deficit in the Member's Capital Account as of the end of the Company taxable year to which the allocation relates. Any loss or deduction, the allocation of which to a Member is disallowed by the foregoing restriction, will be reallocated to those Members who do not have an Adjusted Capital Account Deficit as of the end of such taxable year.
- B. Company Minimum Gain Chargeback.** If there is a net decrease in Company Minimum Gain during any Company taxable year, each Member will be specially allocated, before any other allocation of Company income, gain, loss, or deduction for the taxable year, items of Company income and gain for the taxable year (and, if necessary, subsequent years) in proportion to and to the extent of an amount equal to each Member's share of the net decrease in Company Minimum Gain determined in accordance with Treasury Regulation §1.704-2(g)(2). This paragraph is intended to comply with, and will be interpreted consistently with, the "minimum gain chargeback" provisions of Treasury Regulation §1.704-2(f).

- C. **Member Nonrecourse Debt Minimum Gain Chargeback.** Notwithstanding any other provision herein, except the foregoing paragraph, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any taxable year of the Company, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(5), will be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to this paragraph will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in accordance with Treasury Regulation §1.704-2(i)(4). This paragraph is intended to comply with, and will be interpreted consistently with, the partner nonrecourse debt minimum gain chargeback provisions of Treasury Regulation §1.704-2(i)(4).
- D. **Qualified Income Offset.** Notwithstanding any other provision of the Agreement the foregoing two paragraphs, in the event any Member for any reason receives an Adjustment Item for any fiscal year that results in an Adjusted Capital Account Deficit for that Member, the Member will be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for the year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit, if any, created by such Adjustment Item as quickly as possible. This paragraph is intended to comply with the "qualified income offset" requirements of Treasury Regulation §1.704-1(b)(2)(ii)(d) and will be interpreted and applied consistently therewith.
- E. **Offsetting Allocations.** Any special allocation of items of income, gain, loss, or deduction pursuant to this Section will be taken into account in computing subsequent allocations of Company income, gain, loss, or deduction pursuant to this Article so that the net amount of any items so allocated and all other income, gain, loss, deductions, and items thereof allocated to each Member will, to the extent possible, be equal to the net amount that would have been allocated to each Member if the special allocation had not occurred.
- F. **Allocations with Respect to Contributed or Revalued Property.** Notwithstanding any other provision of this Article, in the event Internal Revenue Code ("IRC") §704(c) or IRC §704(c) principles applicable under Treasury Regulation §1.704-1(b)(2)(iv) require allocations of Company income, gain, loss, or deductions for income tax purposes in a manner different than otherwise provided in this Article, the provisions of IRC §704(c) and the regulations thereunder will control such allocations among the Members for income tax purposes. Any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed to the Company by a Member or that has been revalued for Capital Account purposes under this Section pursuant to Treasury Regulation §1.704-1(b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under IRC §704(c) so as to take into account the variation between the tax basis of such contributed or revalued property and its fair market

value at the time of its contribution or revaluation will be allocated solely for income tax purposes in the manner so required or permitted under IRC §704(c) using the method described in Treasury Regulation §1.704-3 (or any successor regulation) selected by the Manager.

## **Article Seven**

### **Distributions**

#### **Section 1. General**

Notwithstanding anything contained in this Agreement or the Articles to the contrary, no distribution shall be made in violation of ORS 63.229. If any such wrongful distribution is made, the provisions of ORS 63.235 shall determine each Person's liability and the remedy, if any, therefor.

#### **Section 2. Distributions**

Except as otherwise provided in this Agreement, the amount, if any, to be distributed shall be determined by the Managers. Unless expressly required otherwise, all distributions to the Members or to Transferees shall be in proportion to their percentage of ownership interest, as set forth on Exhibit "B" hereto.

#### **Section 3. Liquidating Distributions**

In the event the Company is dissolved and the business and affairs are wound up, distributions shall be made pursuant to Article Eleven.

#### **Section 4. Amounts Withheld**

All amounts withheld, pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Members, shall be treated as amounts distributed to the Members pursuant to this for all purposes under this Agreement. The Managers are authorized to withhold from distributions, or with respect to allocations, and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law and shall allocate any such amounts to the Members with respect to which such amounts were withheld.

## **Article Eight**

### **Additional Members**

#### **Section 1. Admission**

Persons may be added as Additional Members upon terms and conditions approved by the Members and Managers. Notwithstanding the foregoing, a Person shall not become an Additional Member unless and until such Person:

- A. Becomes a party to this Agreement as a Member by signing an Admission Agreement and executes such documents and instruments as the Managers may reasonably request as may be necessary or appropriate to confirm such Person as a Member in the Company and such Person's agreement to be bound by the terms and conditions hereof;
- B. Provides the Company with evidence satisfactory to counsel for the Company that such Person has made each of the representations and undertaken each of the warranties contained in the Additional Member's Admission Agreement; and
- C. If the Person is not an individual of legal majority, the Person provides the Company with evidence satisfactory to counsel for the Company of the authority of the Person to become a Member and to be bound by the terms and conditions of this Agreement.

#### **Section 2. Accounting**

No Additional Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may at the time an Additional Member is admitted, close the Company books (as though the Company's Fiscal Year had ended), make pro rata allocations of loss, income and expense deductions to an Additional Member for that portion of the Company's Fiscal Year in which such Member was admitted, and equitably adjust capital accounts and book values of assets in accordance with the provisions of Code Section 706(d) and the Regulations promulgated thereunder. ORS 63.185(4) shall not apply in the event of the admission of an Additional Member.

## **Article Nine**

### **Transfers of Interests**

#### **Section 1. Restriction on Transfers**

Except as otherwise permitted by this Agreement, no Member or Transferee shall Transfer all or any portion of such Person's interests in the Company. In the event that any Member or Transferee pledges or otherwise encumbers any of such Person's interests in the Company as security for the payment of a debt, any such pledge or hypothecation shall not constitute a Transfer but shall only be made:

- A. Pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Article; and
- B. Upon the consent of the Members.

A Transfer of an ownership interest in a Member or Transferee that is an Entity shall not constitute a Transfer of such Entity's interests in the Company.

#### **Section 2. Permitted Transfers**

Subject to the conditions and restrictions set forth in this Article, a Member or Transferee may at any time Transfer all or any portion of such Person's interests in the Company to:

- A. Any other Member;
- B. Any member of the transferor's Family;
- C. Any revocable living trust created by a Member, where the Member retains the power to revoke that trust;
- D. The transferor's executor, administrator, trustee, or personal representative to whom such interests are Transferred at death or involuntarily by operation of law;
- E. Any Purchaser in accordance with this Article.



### **Section 3. Conditions to Permitted Transfers**

A Transfer shall not be treated as a Permitted Transfer unless and until the following conditions are satisfied:

- A. Except in the case of a Transfer of a Person's interests in the Company at death or involuntarily by operation of law, the transferor and Transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the Transferee to be bound by the provisions of this Article. In the case of a Transfer of a Person's interests in the Company at death or involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the Company shall be reimbursed by the transferor and/or Transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.
- B. Except in the case of a Transfer at death or involuntarily by operation of law, the transferor shall furnish to the Company an opinion of counsel, which counsel and opinion shall be satisfactory to the Company, that the Transfer will not cause the Company to terminate for federal income tax purposes or under the Act and that such Transfer will not cause the application of the rules of Code Sections 174(g)(1)(B) and 174(h) (generally referred to as the "tax exempt entity leasing rules") or similar rules to apply to the Company, Company Property, the Managers, or the Members.
- C. The transferor and Transferee shall furnish the Company with the Transferee's taxpayer identification number, sufficient information to determine the Transferee's initial tax basis in the Person's interests in the Company Transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any Transfer until it has received such information.
- D. Except in the case of a Transfer of a Person's interests in the Company at death or involuntarily by operation of law, either:
  - 1. Such a Person's interests in the Company shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or
  - 2. The transferor shall provide an opinion of counsel, which opinion and counsel shall be satisfactory to the Company, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

- E. Except in the case of a Transfer of a Person's interests in the Company at death or involuntarily by operation of law, the transferor shall provide an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the other Members, to the effect that such Transfer will not cause the Company to be deemed to be an "investment company" under the Investment Company Act of 1940.

#### **Section 4. Right of First Refusal**

- A. **Limitation on Transfers.** No Transfer may be made hereunder unless the Seller has received a bona fide written offer (the "*Purchase Offer*") from a Person (the "*Purchaser*") to purchase the Offered Interest for a purchase price (the "*Offer Price*"), in writing signed by the Purchaser.
- B. **Notice.** Notice of that Purchase Offer, together with a copy thereof, must be given by the Seller to the Company and each Member. First the Company, and then if the Company declines, then the other Members, shall have the right to purchase the Offered Interest at either: (i) the same terms designated in the Purchase Offer (but without the necessity of making any earnest money deposit); or (ii) upon the terms and at the price set forth in Section 5, Paragraphs A and B, below; whichever the purchaser (whether that be the Company or any or all of the other Members) shall choose.
- C. **Consideration Period.** The Company shall have 120 days after receipt of Notice and a copy of the Purchase Offer to exercise its right of purchase. If the Company chooses not to exercise that right, then the other Members shall have a period of 120 days after the expiration of the Company's Period within which to exercise their rights of purchase, on a pro rata basis; if any of the Members choose not to exercise their rights of purchase, then the other Members may opt to exercise those rights in their stead, for their own benefit.
- D. **Acceptance.** Written notice of the exercise of rights to purchase shall be sent to the Seller. Thereafter, the purchaser shall have a period of 90 days within which to close the purchase at such time and at such location as the purchaser may determine.
- E. **Sale Pursuant to Purchase Offer.** If neither the Company nor any Members opt to exercise their rights to purchase, then the Seller may sell the Offered Interest to the Purchaser at any time within 15 days after the expiration of the Consideration Period, provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are applicable to sales of a Person's interest in the Company and are not expressly made inapplicable to sales occurring hereunder. In the event that the Offered Interest is not sold and the transaction not closed in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Agreement.

## **Section 5. Option to Purchase at Death**

Upon the death of a Member, the Company shall have the option to purchase the membership interest of the deceased Member, upon the terms and conditions set forth in this paragraph. The option will expire 120 days after the Company has received written notification of the death of the deceased Member and the appointment of the deceased Member's appropriate fiduciary (whether that be a court-appointed personal representative, or whether it be a successor trustee under a trust which owns the Membership Interest ("*Fiduciary*"). In the event that the Company does not choose to exercise this option to purchase, then the other remaining Members shall have the option to purchase the membership interest of the deceased Member, upon the terms and conditions set forth in this paragraph. Their option commences upon the expiration of the Company's option and continues for a period of 120 days thereafter. The option may be exercised only in writing and by delivery to the appropriate fiduciary for the deceased Member.

- A. **Valuation of Member's Interest.** Upon an election by the Company or the remaining Members ("*Purchaser*") to purchase the interest of a deceased Member, the value of the deceased Member's interest shall be determined by agreement of the parties, or, if they cannot agree, by a third party appraiser acceptable to both the Purchaser and the duly authorized fiduciary of the deceased Member (whether that be a duly appointed personal representative or a successor trustee) ("*Seller*"). If agreement cannot be reached as to an appropriate appraiser, then either party may petition the Presiding Judge of Marion County Circuit Court to appoint an appraiser, and the costs of that petition process shall be divided equally between the parties. Prior to selecting the third-party appraiser, each party shall provide to the other the amount each will accept as the value of the deceased Member's interest. In the event that the value established by the third-party appraiser is equal to or less than the value proposed by the Purchaser, the cost of the appraisal shall be paid solely by the Seller; in the event that the value established by the third-party appraiser is equal to or greater than the Seller's proposed value, then the cost of the appraisal shall be paid solely by the Purchaser. In the event that the value established by the third-party appraiser is between the values established by both parties, the cost of the appraisal shall be divided equally.
- B. **Payment for Member's Interest.** The purchase price for the deceased Member's interest shall be paid in 30 substantially equal, consecutive annual payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by vote of the Members. The first payment shall be made not later than one year following such date. The Purchaser may prepay the remaining amount of the purchase price at any time.

## **Section 6. Prohibited Transfers**

Any purported Transfer of a Person's interests in the Company that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer (or if the Company, in its sole discretion, elects to recognize a Transfer that is not a Permitted Transfer), the interest Transferred shall be strictly limited to the transferor's Economic Rights with respect to the Transferred interests, with amounts otherwise available for distributions first applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or Transferee may have to the Company. In the case of a Transfer or attempted Transfer of a Person's interests in the Company that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all costs, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

## **Section 7. Rights and Obligations Arising out of Transfers**

- A. A Transfer (including a Permitted Transfer) of a Person's interest in the Company to a Person who is not a Member does not itself dissolve the Company or entitle the Transferee to become a Member or exercise any Management Rights. A Person who is not a Member who acquires a Person's interests in the Company but who is not admitted as a Substitute Member shall be entitled only to the Economic Rights with respect to such interests, and shall have no right to any information or accounting of the affairs of the Company, and shall not be entitled to inspect the books or records of the Company.
- B. An assignment of an interest in the Company by a Member (the "*Assigning Member*") to any other Member (the "*Acquiring Member*") shall cause the Acquiring Member's Membership Interest to increase to the extent of such assigned interest (including both Economic Rights and Management Rights) and the Assigning Member's Membership Interest to decrease to the extent of the such assigned interest. If a Member acquires an interest in the Company from a Transferee, the Member shall acquire both the Economic Rights with respect to such interest and the Management Rights with respect to such interest, and the Management Rights of the Member from whom the Transferee's interest was obtained shall decrease accordingly. The Assigning Member shall not be released from liabilities to the Company, including without limitation Contribution obligations, but notwithstanding this the Acquiring Member shall be liable for any obligation to make Contributions with respect to the interest in the Company that the Acquiring Member so acquires. ORS 63.185(4) shall not apply to an Acquiring Member's acquisition of an interest in the Company as set forth above.

- C. In the event a court of competent jurisdiction charges a Membership Interest with the payment of an unsatisfied amount of a judgment with interest, to the extent so charged the judgment creditor shall be treated as an Transferee.
- D. Unless and until admitted as a Substitute Member, a Transferee shall only enjoy the rights of an assignee, as defined in ORS 63.249.

## **Section 8. Acceptance of Transferee as Substitute Member**

- A. Subject to the other provisions of this Article, a Transferee may be admitted to the Company as a Substitute Member, with all of the Management Rights of a Member, to the extent Transferred, only upon satisfaction of all of the conditions set forth below.
  - 1. All Managers, and Remaining Members with aggregate Sharing Ratios in excess of 80% of the remaining Membership Interests, consent to the admission.
  - 2. The Transferee shall become a party to this Agreement as a Member by executing such documents and instruments as the Managers may reasonably request as may be necessary or appropriate to confirm such Transferee as a Member in the Company and such Transferee's agreement to be bound by the terms and conditions hereof.
  - 3. The Transferee shall pay or reimburse the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the Transferee as a Member with respect to the Transferred interests.
  - 4. The Transferee shall provide the Company with evidence satisfactory to counsel for the Company that such Transferee has made each of the representations and undertaken each of the warranties contained in the documents and instruments referred to above.
  - 5. If the Transferee is not an individual of legal majority, the Transferee shall provide the Company with evidence satisfactory to counsel for the Company of the authority of the Transferee to become a Member and to be bound by the terms and conditions of this Agreement.
  - 6. A Transferee who becomes a Substitute Member has, to the extent of the interests assigned, the rights and powers and is subject to the restrictions and liabilities of a Member under the Act, the Articles and this Agreement, and, to the extent of the interests assigned, is also liable for any obligations of the transferor to make Contributions, but is not obligated for liabilities reasonably unknown to the Transferee at the time the Transferee becomes a Member.

7. Neither the Member and any subsequent transferor is released from any liability to the Company by virtue of such Transfer or admission, even if the Transferee becomes a Substitute Member and even if the Member whose Membership Interest is being transferred ceases to be a Member by virtue of such act, but the Member ceases to be a Member when one or more Transferees become Substitute Members with respect to the Member's entire Membership Interest.

B. ORS 63.185(4) shall not apply in the event of the admission of a Substitute Member.

## **Section 9. Distributions and Allocations re: Transfers**

If any Person's interest in the Company is Transferred during any Fiscal Year in compliance with the provisions of this Article, profits, losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the Transferee by taking into account their varying interests during such Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Managers. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the Transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer, provided that, if the Company is given notice of a Transfer at least ten Business Days prior to the Transfer the Company shall recognize such Transfer as the date of such Transfer, and provided further that, if the Company does not receive a notice stating the date such interest was Transferred and such other information as the Managers may reasonably require within 30 days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the interest on the last day of the Fiscal Year during which the Transfer occurs. Neither the Company nor the Managers shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not the Company or the Managers have knowledge of any Transfer of ownership of any interest.

## **Article Ten**

### **Cessation of a Member**

#### **Section 1. Cessation**

A Person shall cease to be a Member upon the happening of any of the following events:

- A. The withdrawal of a Member;
- B. The expulsion of a Member;
- C. The Bankruptcy of a Member;
- D. The transfer of a Member's entire membership interest;
- E. In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate;
- F. In the case of a Member who is acting as a Member by virtue of being trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- G. In the case of a Member that is a separate Entity other than a corporation, the dissolution and commencement of winding up of the separate Entity;
- H. In the case of a Member that is a corporation, the filing of articles of dissolution or its equivalent, for the corporation or the revocation of its charter; or
- I. In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

#### **Section 2. Withdrawal**

A Member may voluntarily withdraw from the Company upon six months' written notice. Upon withdrawal, the Member shall enjoy only Economic Rights and no Management Rights, in accordance with ORS 63.249.

### **Section 3. Expulsion**

A Member may be expelled from the Company upon a determination by the Managers that the Member has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company, or has willfully and persistently committed a material breach of the Articles or this Agreement, or otherwise breached a duty owed to the Company or the other Members, to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with the Member. An expelled Member shall be treated as having withdrawn voluntarily from the Company on the date of the expulsion determination and withdrawn in breach of this Agreement.

### **Section 4. Rights upon Cessation**

In the event that any Person ceases to be a Member, the Person shall be treated as an assignee, enjoying only Economic Rights and no Management Rights, pursuant to ORS 63.265 and 63.249, from the date of Cessation until such time as the Person has received all distributions to which the Person is or may be due under this Agreement.



## **Article Eleven**

### **Dissolution and Winding Up**

#### **Section 1. Covenant Not to Cause Dissolution**

Except as otherwise permitted by this Agreement, each Member hereby covenants and agrees not to take any voluntary action that would cause the Company to dissolve and notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

#### **Section 2. Dissolution Events**

The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following Dissolution Events:

- A. The vote of the Members to dissolve, wind up, and liquidate the Company;
- B. The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or
- C. The occurrence of an event which results in the Company having no Members.

Notwithstanding anything in ORS 63.621 to the contrary and except for the events which may cause judicial and administrative dissolution under ORS 63.621(5) and (6), the foregoing events are the exclusive events which may cause the Company to dissolve.

#### **Section 3. Continuation**

Upon the occurrence of any Dissolution Event set forth above, the Company shall not be dissolved or required to be wound up if, within 120 days after such event, 80% of the remaining Class A Members agree to continue the business of the Company. Upon any such election to continue the business, all Members shall be bound thereby and shall be deemed to have consented thereto. Unless such an election is made within the 120 day period, the Company shall wind up its affairs. If such an election is made within the 120 day period, the Company shall continue until the occurrence of another Dissolution Event; provided that the right to continue the business of the Company shall not exist and may not be exercised unless the Company has received an opinion of counsel, in a form and content satisfactory to the Company, that the Company would not cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue.

## **Section 4. Winding Up**

Upon the occurrence of a Dissolution Event and unless the election to continue the business of the Company is made, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement shall continue in full force and effect until such time as the Company Property has been distributed. The Manager shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and Property, shall cause the Company Property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- A. *First*, to the payment and discharge of all of the Company's debts and liabilities to creditors other than Members;
- B. *Second*, to the payment and discharge of all of the Company's debts and liabilities to Members;
- C. *Third*, the balance, if any, to the Members in accordance with their share of the profits, after giving effect to all distributions and allocations for all periods.

## **Section 5. Rights of Members**

Except as otherwise provided in this Agreement,

- A. Each Member shall look solely to the assets of the Company for the return of Contributions and shall have no right or power to demand or receive property other than cash from the Company, and
- B. No Member shall have priority over any other Member as to the return of Contributions, distributions, or allocations.

## **Section 6. Notice of Dissolution**

In the event a Dissolution Event occurs or an event occurs that would, but for provisions of Section 3 above, result in a dissolution of the Company, the Managers having knowledge of such event shall, within 30 days thereafter, provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the

Members) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Members).

## **Article Twelve**

### **Taxes**

#### **Section 1. Elections**

The Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company, including but without limitation, elections:

- A. To adjust the basis of Company Property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of interests in the Company and Company distributions;
- B. With the consent of the Members, to extend the statute of limitations for assessment of tax deficiencies against Members with respect to adjustments to the Company's federal, state, or local tax returns; and
- C. To the extent provided in Code Sections 6221 through 6231, to represent the Company, the Managers, and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company, the Managers, and the Members in their capacities as Managers or as Members, and to file any tax returns and to execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company, the Managers, and Members.

#### **Section 2. Taxes of Taxing Jurisdictions**

To the extent that the laws of any taxing jurisdiction require, each Member requested to do so by the Managers will submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article Seven. The Managers may, where permitted by the rules of any taxing jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the taxing jurisdiction, in

which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

### **Section 3. Tax Matters Partner**

The Managers shall designate one of their number or, if there are no Managers eligible to act as tax matters partner, any Member as the tax matters partner of the Company pursuant to Code Section 6231(a)(7). Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of Section 6223 to the Code. Any Member who is designated tax matters partner may not take any action contemplated by Code Sections 6222 through 6232 without the consent of the Managers.

## **Article Thirteen**

### **Banking, Books, Records, and Accountings**

#### **Section 1. Banking**

All funds of the Company will be deposited in a separate bank account or in an account or accounts as will be determined by the Manager. Such funds may be withdrawn from such account or accounts upon the signature of such person or persons as are designated by the Manager.

#### **Section 2. Books, Records, and Accountings**

At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

- A. A current list of the full name and last known business, residence, or mailing address of each Member and Manager, both past and present;
- B. A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- C. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- D. Copies of the Company's currently effective written operating agreement and all amendments thereto, copies of any writings permitted or required under the Act and copies of any financial statements of the Company for the three most recent years;
- E. Minutes of every meeting of the Members and the Managers and any written consents obtained from Members or Managers for actions taken without a meeting; and
- F. A statement prepared and certified as accurate by the Managers which describes the amount of cash and a description and statement of the agreed value of other Property or consideration contributed by each Member and which each Member has agreed to contribute in the future, the times at which or events on the occurrence of which any additional Contributions agreed to be made by each Member are to be made, and if agreed upon, the time at which or the events on the occurrence of which the Company is dissolved and its affairs wound up.

- G. The Managers shall provide reports at least annually to the Members at such time and in such manner as the Managers may determine reasonable. In addition, if the Company indemnifies or advances expenses to a Manager in connection with a proceeding by or in the right of the Company, the Company shall report the indemnification or advance in writing to the Members.

## **Article Fourteen**

### **Amendment**

This Agreement may be amended, restated or modified from time to time only by a written instrument adopted by the Members and Managers, as set forth in Articles Two and Three. No Member or Manager shall have any vested rights in this Agreement which may not be modified through an amendment to this Agreement.



## **Article Fifteen**

### **Definitions**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

- A. **"Act"** shall mean the Oregon Limited Liability Company Act.
- B. **"Additional Contribution"** shall mean any Contribution made pursuant to Article Five, Section B.
- C. **"Additional Member"** shall mean a Member, other than an Initial Member, who has acquired a Membership Interest from the Company.
- D. **"Adjusted Capital Account Deficit"** shall mean a deficit balance in any Member's Capital Account at the end of any fiscal year, after adjustment to reflect any Adjustment Items, to the extent that the deficit exceeds the amount of a Member's shares of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain (if any) that the Member is deemed to be obligated to restore pursuant to Treasury Regulation §§1.704-2(g)(1) and 1.704-2(i)(5).
- E. **"Adjustment Items"** shall mean adjustments, allocations, and distributions described in Treasury Regulation §§1.704-1(b)(2)(ii)(d)(4), (5), and (6).
- F. **"Admission Agreement"** shall mean the agreement between a Member and the Company described in Section YZ below; Article Five, Sections A and C; and Article Eight, Section A.
- G. **"Agreement"** shall mean this Operating Agreement as originally executed and as amended or restated from time to time.
- H. **"Articles"** shall mean the Articles of Organization of the Company as filed with the Secretary of State of Oregon as the same may be amended or restated from time to time.
- I. **"Bankruptcy"** shall mean, with respect to any Person, bankruptcy as defined in ORS 63.001(3).
- J. **"Business Day"** shall mean any day other than Saturday, Sunday or any legal holiday observed in Oregon.
- K. **"Capital Account"** shall mean the account maintained with respect to a Member determined in accordance with Article Five, Section 4.

- L. **"Capital Interest"** shall mean a Person's positive Capital Account as it may be adjusted from time to time.
- M. **"Cessation"** shall mean any action which causes a Person to cease to be Member as described in Article Ten hereof.
- N. **"Code"** shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
- O. **"Company"** shall refer to BATTLE CREEK LLC.
- P. **"Company Minimum Gain"** shall mean, as of any date, the amount of gain, if any, that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any nonrecourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).
- Q. **"Company Property"** shall mean any Property owned by the Company.
- R. **"Confidential Information"** means information or material proprietary to the Company or proprietary to others and entrusted to the Company, whether written or oral, tangible or intangible, which a Member obtains knowledge of through or as a result of the Member's activities on behalf of the Company. Confidential Information may include, without limitation, data, know-how, trade secrets, designs, plans, drawings, specifications, reports, customer and supplier lists, pricing information, marketing techniques and materials, and manufacturing techniques and processes, whether related to the Company's past, present or future business activities, research or development, or products.
- S. **"Contributing Members"** shall mean those Members making Contributions as a result of the failure of a Delinquent Member to make Contributions as described in Article Five.
- T. **"Contribution"** shall mean, with respect to any Member, the amount of money and the initial value of any Property (other than money) or the fair market value of services contributed or to be contributed to the Company with respect to the interest in the Company held by such Person.
- U. **"Default Interest Rate"** shall mean the lesser of any maximum legal rate or the then-current prime rate quoted by United States National Bank of Oregon, N.A. plus 3 percent.
- V. **"Delinquent Member"** shall mean a Member or Transferee who has failed to fulfill a Contribution obligation.
- W. **"Dissolution Event"** shall mean the events identified in Article Eleven, Section B.

- X. **"Economic Rights"** shall mean, with respect to any Membership Interest, a Person's share of the profits, losses, capital and distributions of Company Property pursuant to the Act, the Articles and this Agreement but shall not include any Management Rights.
- Y. **"Effective Date"** shall mean the date the Articles are filed.
- Z. **"Entity"** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.
- AA. **"Family"** shall mean a Member's spouse, natural or adoptive lineal ancestors or descendants, and trusts for which any of them are more than insignificant beneficiaries.
- BB. **"Fiscal Year"** shall mean the Company's fiscal year, which shall be determined pursuant to Code Section 706.
- CC. **"Initial Contribution"** shall mean the initial Contribution made pursuant to Exhibit "A".
- DD. **"Initial Members"** shall mean those Persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Agreement and an Admission Agreement.
- EE. **"Majority"** shall mean, with respect to the Members or the remaining Members, greater than 50%, in terms of Sharing Ratios, of all the Members or all the remaining Members required to vote on a given topic; provided however, in the case of a meeting of the Members at which a quorum is present, "Majority" shall mean greater than 50%, in terms of Sharing Ratios, of the Members or remaining Members who are present, in person or by proxy at such meeting.
- FF. **"Management Right"** shall mean the right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Members.
- GG. **"Manager"** shall mean a Person designated or selected to manage the affairs of the Company under this Agreement.
- HH. **"Member"** shall mean each of the parties who executes a counterpart of this Agreement as an Initial Member and each of the parties who may hereafter become Additional or Substitute Members.
- II. **"Membership Interest"** shall mean a Member's entire interest in the Company including such Member's Economic Rights and Management Rights.

- JJ.** "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" set forth in Treasury Regulation §1.704-2(b)(4).
- KK.** "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2) and (3).
- LL.** "Member Nonrecourse Deductions" has the same meaning as "partner nonrecourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company fiscal year equals the excess, if any, of: (A) the net increase, if any, in the amount of the Company Minimum Gain attributable to such Member Nonrecourse Debt during the fiscal year over (B) the aggregate amount of any distribution during the fiscal year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent the distributions are from proceeds of the Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).
- MM.** "Net Cash Flow" shall mean, for any given fiscal period of the Company, the amount by which (1) the gross cash receipts received by the Company during that fiscal period exceed (2) the sum, without duplication, of (a) all cash operating expenses of the Company during that fiscal period, (b) debt service payments made during that fiscal period on all indebtedness of the Company, (c) payments made during that fiscal period on account of the maintenance, leasing, repair, replacement, or improvement of property of the Company, and (d) all amounts allocated during that fiscal period, in the reasonable judgment of the Manager, to reserves established to meet the reasonable needs of the business, including working capital and capital improvement requirements and for reserves for unknown or unfixed liabilities or contingencies of the Company.
- NN.** "Nonrecourse Deductions" has the meaning set forth in Treasury Regulation §1.704-2(c). The amount of Nonrecourse Deduction for a Company fiscal year equals excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined pursuant to Treasury Regulation §1.704-2(c).
- OO.** "Nonrecourse Liability" has the meaning set forth in Treasury Regulation §1.704-2(b)(3).
- PP.** "Permitted Transfer" shall mean a Transfer of a Person's interest in the Company in accordance with Article Nine, Section 2.

- QQ.** "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.
- RR.** "Property" shall mean any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.
- SS.** "Regulations" shall mean proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.
- TT.** "Sharing Ratio" shall mean the proportion that a Person's share of profits bears to that of all Person's entitled to share in profits.
- UU.** "Substitute Member" shall mean a Person who would otherwise be a Transferee but who has been admitted to all of the rights of membership (including Management Rights) as to the portion of a Member's Membership Interest being Transferred; provided however, it shall not include an existing Member who increases the Member's interest by acquiring an interest in the Company from another Person.
- VV.** "Transferee" shall mean the owner of Economic Rights who is not a Member and as such has no Management Rights.
- WW.** "Transfer" shall mean, as a noun, any voluntary or involuntary transfer, sale, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of; and shall include, without limitation, any sale, assignment, exchange, gift, devise, bequest, descent, pledge, hypothecation, lien, encumbrance, attachment, levy, foreclosure, sale by legal process, or other change in ownership, whether voluntary, involuntary, or by operation of law. The term transfer as used in this Agreement shall also include any filing by or against a member under any bankruptcy, reorganization, receivership, or other laws providing relief for debtors (collectively, Debtor Relief Laws). The term transfer shall not, however, include any gift, assignment, or sale to the Company, nor shall it include any such transfer in trust for the benefit of the spouse, children, or descendants of a member, or any transfer by a member to his or her spouse of an undivided interest in any membership interest, provided that in either such case, the transferring member shall retain all voting rights with respect to the membership interest so transferred.

## **Article Sixteen**

### **Miscellaneous**

#### **Section 1. Application of Oregon Law**

This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of Oregon, and specifically the Act.

#### **Section 2. Construction**

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

#### **Section 3. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

#### **Section 4. Execution of Additional Instruments**

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

#### **Section 5. Headings**

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

#### **Section 6. Heirs, Successors and Assigns**

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

## **Section 7. Notices**

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

## **Section 8. Rights and Remedies Cumulative**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

## **Section 9. Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

## **Section 10. Waivers**

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

## **Section 11. Arbitration**

If any controversy or claim arising out of this Agreement or the parties' relationship cannot be settled, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association or Arbitration Services of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the rules of the organization, as then in effect, and judgment on the award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a Member or the Company from resort to a

court of competent jurisdiction in those instances where injunctive relief may be appropriate or for purposes of expelling a Member.

## **Section 12. Attorney Fees**

In the event arbitration is instituted to enforce or determine the parties' rights in connection with the Company or duties arising out of the terms of this Agreement or the parties' relationship or a suit or action permitted herein is brought, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such confirmation proceedings).

## **Section 13. Entire Agreement**

This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

BATTLE CREEK LLC

MEMBERS

Evelyn M. Coburn Living Trust, dated March 15, 1995

---

By: Robert W. Nunn, Manager

---

By: Robert W. Nunn, Trustee



## EXHIBIT A

ORGANIZER: Kathleen A. Evans

\*\*\*\*\*

### INITIAL MEMBER CONTRIBUTIONS:

CLASS A MEMBERS,  
HOLDING A TOTAL OF ONE PERCENT (1%)  
OF ALL MEMBERSHIP INTERESTS:

NAME AND ADDRESS	CONTRIBUTION	VALUE	%
Evelyn M. Coburn Living Trust, dated March 15, 1995, c/o Robert W. Nunn, Trustee 1000 SW Broadway, Suite 1400 Portland, OR 97205	1% of the real property described on the deeds attached to the Admis- sion Agreement		100%

CLASS B MEMBERS,  
HOLDING A TOTAL OF NINETY-NINE PERCENT (99%)  
OF ALL MEMBERSHIP INTERESTS:

NAME AND ADDRESS	CONTRIBUTION	VALUE	%
Evelyn M. Coburn Living Trust, dated March 15, 1995, c/o Robert W. Nunn, Trustee 1000 SW Broadway, Suite 1400 Portland, OR 97205	99% of the real prop- erty described on the deeds attached to the Admission Agreement		100%

**EXHIBIT B**  
**LEDGER OF OWNERSHIP**  
**BATTLE CREEK LLC**

MEMBER'S NAME	PERCENT OF OWNERSHIP	TRANSFeree	PERCENT TRANSFERRED
Evelyn M. Coburn Living Trust dated March 15, 1995	100%		

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# ARTICLES OF ORGANIZATION

FEB -7 2002

Limited Liability Company

OREGON  
SECRETARY OF STATE

of

BOULDER HILL LLC

Article 1: The name of the company shall be BOULDER HILL LLC.

Article 2: The duration of the company shall be perpetual.

Article 3: The name of the initial registered agent is Robert W. Nunn, and the street address of the initial registered office is:

1000 SW Broadway, Suite 1400  
Portland, OR 97205

Article 4: The address where the Division may mail notices is:

Robert W. Nunn  
1000 SW Broadway, Suite 1400  
Portland, OR 97205

Article 5: The name and address of each organizer is:

Kathleen A. Evans  
280 Court St. NE  
Salem, OR 97301

Article 6: This company will be managed by a manager(s).



Signature

Kathleen A. Evans  
Printed Name

Organizer  
Title

Person to contact about this filing: Kathleen A. Evans, (503) 588-5670.

2.6.2 11:08 Coburn J11 Articles

Evans, Freeby & Jennings, LLP  
Attorneys at Law  
280 Court Street NE, Suite One  
Salem, Oregon 97301  
(503) 588-5670

#2-702

Robert N. [Signature]

## **Article Two**

### **Members**

#### **Section 1. Authority to Act**

No Member shall have the power or authority to bind the Company unless the Member is a Manager or the Member has been authorized by the Managers to act as an agent of the Company in accordance with this Agreement.

#### **Section 2. Two Classes of Members**

There shall be two classes of members.

- A. Members of Class A shall have both Economic Rights and Management Rights and shall have the ability to vote on all matters and to elect the Managers of the Company. Whenever this Agreement requires a certain percentage vote to act, that percentage shall always refer to Class A membership interests; Class B membership interests shall be referred to only for those matters specifically listed in paragraph C below. All Class A Members shall be entitled to vote on or consent to any matter submitted to a vote or consent of the Members. In addition to any other actions which, by virtue of the Act, the Articles or this Agreement require a certain consent of the Members, the following actions require the consent of a Majority of the Class A Members:

1. Fixing the number of Managers;
2. Electing the Managers;
3. Setting or adjusting the compensation or benefits of Managers;
4. Removing any Manager without cause;
5. Removing any Manager for cause;
6. Filling any vacancy created by the resignation, removal or death of a Manager;
7. Filling any vacancy created by the increase in the number of Managers;
8. Approving any transaction involving an actual or potential conflict of interest between a Member or a Manager and the Company;

## **Article Three**

### **Managers**

#### **Section 1. General**

- A. Initial Managers.** Robert W. Nunn shall serve as the Initial Manager.
- B. Term.** Each Manager shall hold office until the Manager resigns, dies, dissolves (if an entity other than an individual), or is removed or replaced.
- C. Election.** Except as otherwise provided herein, Managers shall be elected by the Class A Members.
- D. Resignation.** Any Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

#### **Section 2. Action by Managers**

The rights and powers of the Managers hereunder shall be exercised by them in such manner as they may agree. In the absence of an agreement among the Managers, the following shall apply:

- A. Place of Meetings.** The Managers may designate any place, either within or outside of Oregon, as the location for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.
- B. Notice of Meetings.** Except as provided below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 hours nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Manager. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Manager at the Manager's address as it appears on the books of the Company, with postage thereon prepaid.

- I. **Telephonic Meetings.** With respect to a particular meeting or generally with respect to future meetings, the Managers may permit any or all Managers to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all Managers participating may simultaneously hear each other. A Manager participating in such a meeting is deemed to be present in person at such meeting.

### **Section 3. Authority of the Managers**

Subject to the limitations and restrictions set forth in the Act, the Articles and this Agreement (including, without limitation, those set forth in this Article), the Managers shall have the sole and exclusive right to manage the business of the Company and shall have all of the rights and powers which may be possessed by Managers under the Act and the Articles including, without limitation, the right and power, on behalf and in the name of the Company, to:

- A. Institute, prosecute, and complain and defend in all courts in the Company's name;
- B. Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with real or personal property or any interest in real or personal property, wherever situated;
- C. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of a part of the Company Property in the ordinary course, subject, however, to the restrictions set forth in Article Two, Section 2, regarding a disposition of all or substantially all of the Property, which must be approved by the Members as set forth therein;
- D. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, otherwise dispose of and otherwise use or deal in or with other interests in or obligations of any other Entity;
- E. Make contracts or guarantees, incur liabilities, borrow money, issue Company notes or other obligations that may be convertible into other securities of the Company, or include the option to purchase other securities of the Company, or secure any of the Company's obligations by mortgage or pledge of any of the Company Property, franchises or income;
- F. Lend money, invest or reinvest Company funds or receive and hold real or personal property as security for repayment of funds so loaned, invested or reinvested, including, without limitation, the loans to Managers, Members, employees and agents;
- G. Be a promoter, incorporator, general partner, limited partner, member, associate or manager of any partnership, joint venture, trust or other Entity;

- H. Conduct the Company's business, locate its offices and exercise the powers granted by the Act and the Articles within or without Oregon;
- I. Elect or appoint Managers, employees or agents of the Company, define their duties, fix their compensation and lend them money and credit;
- J. Make and alter this Agreement not inconsistent with the Articles or the laws of Oregon for managing the Company's business and regulating its affairs;
- K. Pay pensions and establish pension plans, profit sharing plans and other benefit or incentive plans for any and all of its current or former Managers, Members, employees and agents;
- L. Make donations for the public welfare or for charitable, scientific or educational purposes;
- M. Transact any lawful business that will aid governmental policy;
- N. Indemnify a Member or Manager or any other person as and to the extent not inconsistent with the provisions of the Act or the Articles;
- O. Cease the Company's activities and dissolve.

#### **Section 4. Restrictions on Authority of Managers**

In addition to any other consent requirements contained in the Act, the Articles, or this Agreement, each Manager shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of a Majority of the Managers in addition to any required consent of the Members:

- A. Determining the amount and kind of property available for and the timing of distributions;
- B. Admitting an Additional Member;
- C. Accepting a Substitute Member;
- D. Expelling a Member; or
- E. Taking or approving any action or transaction which is reserved to the Managers by the Act, the Articles or this Agreement without any express statement of the extent of Manager action required.

and losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

## **Section 6. Right to Rely on Managers.**

Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

- A. The identity of any Manager or any Member;
- B. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;
- C. The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- D. Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.
- E. The signature of any Manager shall be necessary and sufficient to convey title to any Company Property or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of any Manager shall be sufficient to execute any "statement of company" or other documents necessary to effectuate this or any other provision of this Agreement. All of the Members do hereby appoint the Managers as their attorney(s)-in-fact for the execution of any or all of the documents described in this Section.

## **Section 7. Liability and Indemnity of the Managers**

A Manager is not personally liable for any debt, obligation or liability of the Company merely by reason of being a Manager and is not liable to the Company or its Members for monetary damages for conduct as a Manager. A Manager who performs the duties as Manager in accordance with this Agreement shall not have any liability by reason of being or having been a Manager. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. However, this provision shall not eliminate or limit a Manager's liability for:

- A. Any breach of a Manager's duty of loyalty to the Company or its Members as described in this Agreement;



# Signature Certificate

 Document Reference: KADUFLIZAILAE95HCSLB4M

## RightSignature

Easy Online Document Signing



Nunn Winship

Party ID: KVTH7TJ4ZKDHD4SP2C2YN3

IP Address: 72.168.160.145

VERIFIED EMAIL: nunn.winship@gmail.com

Multi-Factor  
Digital Fingerprint Checksum

ab9879e467c7f34859c384b0a739900ee8b86dd7

Electronic Signature



Murray Nunn

Party ID: 3GUDINITB4HJU75MFLYAW9

IP Address: 73.11.30.65

VERIFIED EMAIL: wallenda1@comcast.net

Multi-Factor  
Digital Fingerprint Checksum

c975c0fbcaacb0335e34cf6666e9bb0aaf3c0244

Electronic Signature



Carol Gross

Party ID: LCNy83IFALMPXHEG8VYTGG

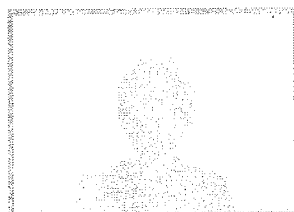
IP Address: 50.137.32.77

VERIFIED EMAIL: g.cgross@comcast.net

Multi-Factor  
Digital Fingerprint Checksum

f61d1b4e12c9fde7a4b69323ae5e6df388bec795

Electronic Signature



Linda Schaefer

Party ID: XBF9X5JMAKS35NHSN9REGP

IP Address: 98.155.243.141

VERIFIED EMAIL: lschaefer1@q.com

Multi-Factor  
Digital Fingerprint Checksum

24dcb0194abae6699858cb889499cf69ebaa02ba

Electronic Signature



This signature page provides a record of the online activity executing this contract.

# Signature Certificate

Document Reference: KADUFLIZAILAE95HCSLB4M

## RightSignature

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Multi-Factor  
Digital Fingerprint Checksum

**Kathy Young**

Party ID: 9LUJ77ILTJ2M5YSGJNUZM3

IP Address: 73.97.130.255

VERIFIED EMAIL: kathy@seanet.com

Drawn Signature

*Kathryn L. Young*

454fd84929b31836648fcb94274051e83ada682b



Multi-Factor  
Digital Fingerprint Checksum

**Robert Nunn**

Party ID: XSS27XJUGKCEJPESY2S5A

IP Address: 70.97.160.105

VERIFIED EMAIL: robert@robertnunn.com

Drawn Signature

*Robert Nunn*

a7b30f4fc1abef98bd7a3a7e086c8737240fc613



### Timestamp

2017-04-21 17:17:35 -0700

2017-04-21 17:17:35 -0700

2017-04-21 17:14:34 -0700

2017-04-17 10:03:20 -0700

2017-04-17 01:09:33 -0700

2017-04-16 19:35:24 -0700

2017-04-16 19:33:17 -0700

2017-04-16 15:35:06 -0700

2017-04-16 15:33:53 -0700

2017-04-16 15:14:10 -0700

2017-04-16 15:11:58 -0700

2017-04-16 15:11:50 -0700

2017-04-16 15:10:43 -0700

### Audit

All parties have signed document. Signed copies sent to: Nunn Winship, Murray Nunn, Carol Gross, Linda Schaefer, Kathy Young, Robert Nunn, and Robert Nunn.

Document signed by Carol Gross (g.cgross@comcast.net) with drawn signature. - 50.137.32.77

Document viewed by Carol Gross (g.cgross@comcast.net). - 50.137.32.77

Document signed by Linda Schaefer (lschaefer1@q.com) with drawn signature. - 98.155.243.141

Document viewed by Linda Schaefer (lschaefer1@q.com). - 98.155.243.141

Document signed by Nunn Winship (nunn.winship@gmail.com) with drawn signature. - 72.168.160.145

Document viewed by Nunn Winship (nunn.winship@gmail.com). - 72.168.160.145

Document signed by Kathy Young (kathy@seanet.com) with drawn signature. - 73.97.130.255

Document viewed by Kathy Young (kathy@seanet.com). - 73.97.130.255

Document signed by Murray Nunn (wallenda1@comcast.net) with drawn signature. - 73.11.30.65

Document signed by Robert Nunn (robert@robertnunn.com) with drawn signature. - 70.97.160.105

Document viewed by Murray Nunn (wallenda1@comcast.net). - 73.11.30.65

Document viewed by Robert Nunn (robert@robertnunn.com). - 70.97.160.105



This signature page provides a record of the online activity executing this contract.

# Signature Certificate

 Document Reference: KADUFLIZAILAE95HCSLB4M

## RightSignature

Easy Online Document Signing

2017-04-16 15:10:43 -0700 Document created by Robert Nunn (robert@robertnunn.com). - 70.97.160.105



This signature page provides a record of the online activity executing this contract.

**UNANIMOUS CONSENT ACTION OF THE  
MEMBERS OF BOULDER HILL LLC**

We consent to the sale of all real estate owned by Boulder Hill LLC substantially on the terms contained in the counter offer to Westwood Homes LLC dated April 14, 2017. Robert Nunn, manager of Boulder Hill LLC, is authorized to make modifications to the sale as he deems appropriate, and he is authorized to take all actions and deliver such documents as may be necessary or convenient in connection with the sale.

F. Carol Gress  
F. Carol Gress

Dated: April 21 2017

Murray C. Nunn  
Murray C. Nunn

Dated: April 04/16/2017 2017

Robert Nunn  
Robert W. Nunn

Dated: April 04/16/2017 2017

Linda S. Schaefer  
Linda S. Schaefer

Dated: April 4/17/2017 2017

Nunn Winship  
Nunn Winship

Dated: April 04/16/2017 2017

Kathryn L. Young  
Kathryn L. Young

Dated: April 04/16/2017 2017

d.



Phone: (503) 988-2200  
Fax: (503) 378-4381

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

# Articles of Organization—Limited Liability Company

FILED

MAR 14 2006

OREGON  
SECRETARY OF STATE

REGISTRY NUMBER: 346830-94  
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

- 1) NAME (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "LLC")

Margalou LLC

- 2) DURATION (Please check one)

☐ Latest date upon which the Limited Liability Company is to dissolve is \_\_\_\_\_

☒ Duration shall be perpetual

- 3) NAME OF THE INITIAL REGISTERED AGENT

Linda Sue Nunn Schaefer

- 4) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS (Must be an Oregon Street Address, which is identical to the registered agent's business office)

49251 McKenzie Highway

Vida, OR 97488

- 5) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES

49251 McKenzie Highway

Vida, OR 97488

- 6) NAME AND ADDRESS OF EACH ORGANIZER

Linda Sue Nunn Schaefer

49251 McKenzie Highway

Vida, OR 97488

- 7) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.

☐ This limited liability company is managed by a single manager.

☐ This limited liability company is managed by multiple manager(s)

- 8) IF RENDERING A PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED.

- 9) OPTIONAL PROVISIONS (Attach a separate sheet if necessary)

- 10) EXECUTION (The title for each signer must be "Organizer")

Signature

Printed Name

Title

Linda Sue Nunn Schaefer

Linda Sue Nunn

Organizer

Schaefer

Organizer

Organizer

- 11) CONTACT NAME (To resolve questions with this filing)

Linda Sue Nunn Schaefer

DAYTIME PHONE NUMBER (Include area code)

541-822-3947

## FEES

Required Processing Fee \$50

Confirmation Copy (Optional) \$5

Processing Fees are non-refundable

Please make check payable to "Corporation Division"

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be supplied on a separate sheet for your attention.

3-14  
28

**OPERATING AGREEMENT  
OF**

**MARGALOU LLC  
an Oregon Limited Liability Company**

This OPERATING AGREEMENT (this "Agreement") is effective March 16, 2018, by and between Margalou LLC (the "Company"), an Oregon limited liability company, and Linda S. Schaefer (the "Member").

**1. THE LIMITED LIABILITY COMPANY**

**1.1. Formation.** Effective March 14, 2006, the Member formed an Oregon limited liability company under the name Margalou LLC by filing articles of organization with the Oregon Secretary of State. The rights and obligations of the Member are as provided in the Oregon Limited Liability Company Act (the "LLC Act") except as otherwise provided in this Agreement.

**1.2. Name.** The business of the Company will be conducted under the name Margalou LLC.

**1.3. Purpose.** The purpose of the Company is to own and operate real estate, to engage in all activities incidental to that purpose, and for any other lawful purpose.

**1.4. Offices.** The Company maintains its principal business office in Oregon at 49251 McKenzie Highway, Vida, OR 97488.

**1.5. Registered Agent.** Linda S. Schaefer is the Company's initial registered agent in Oregon and the registered office will be at 49251 McKenzie Highway, Vida, OR 97488.

**1.6. Term.** The term of the Company commenced on March 14, 2006 and will continue until terminated as provided in this Agreement.

**1.7. Name and Address of Member.** The Member's name and address are Linda S. Schaefer, 49251 McKenzie Highway, Vida, OR 97488.

**1.8. Admission of Additional Members.** No additional members may be admitted to the Company without the prior approval of the Member.

**2. CAPITAL CONTRIBUTIONS**

**2.1. Initial Capital Contribution.** The Member has contributed to the Company the assets (subject to the liabilities) described in Appendix A to this Agreement.

**2.2. Additional Capital Contributions.** Additional Capital Contributions may be made occasionally in such amounts as the Member deems necessary.

**3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

**3.1. Allocations of Income and Loss.** All items of income, gain, loss, deduction, and credit will be allocated 100% to the Member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's individual tax returns.

**3.2. Distributions.** No distribution may be made to the Member if, after giving effect to the distribution, in the judgment of the Member, either (a) the Company could not pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will distribute to

the Member in such amounts and at such times as the Member determines.

#### **4. POWERS AND DUTIES OF MEMBER**

**4.1. Management of Company.** The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs will be vested in the Member. The Member will have all the rights and powers that may be possessed by a member in a member-managed limited liability company under the LLC Act and the rights and powers otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Member's duties under this Agreement and to the management of the business and affairs of the Company. Without limiting the generality of the foregoing, the Member will have the following rights and powers (which the Member may exercise at the cost, expense, and risk of the Company):

**4.1.1.** To expend the funds of the Company to further the Company's business;

**4.1.2.** To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Member deems advisable to manage the Company;

**4.1.3.** To execute, deliver, and perform on behalf of and in the name of the Company any agreements and documents deemed necessary or desirable by the Member to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise, and no other signature or signatures will be required; and

**4.1.4.** To borrow or raise money on behalf of the Company in the Company's name or in the name of the Member to benefit the Company and, occasionally, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of that indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

**4.2. Limitation on Liability of Member.** To the maximum extent permitted under the LLC Act, the Member will have no liability to the Company for any loss suffered by the Company that arises out of any action or inaction of the Member if the Member, in good faith, determined that the conduct was in the best interests of the Company.

**4.3. Indemnification of Member.** To the maximum extent permitted under the LLC Act, the Member must be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will have no personal liability because of that indemnification.

**4.4. Dealing with the Company.** The Member, and any affiliates of the Member, may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or from the Company normal profits, compensation, commissions, or other income incident to such dealings.

**4.5. Loans.** The Member may, but is not obligated to, make loans to the Company to cover the Company's cash requirements, and those loans will bear interest at a rate determined by the Member.

#### **5. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

- 5.1. **Organization Expenses.** The Company will pay all expenses in connection with organization of the Company.
- 5.2. **Other Company Expenses.** The Member will charge the Company for the Member's actual out-of-pocket expenses in connection with the Company's business.
- 5.3. **Compensation.** The Member will be paid such compensation by the Company as is specifically authorized by the Member.

## 6. BOOKS OF ACCOUNT AND BANKING

- 6.1. **Books of Account.** The Company's books and records and this Agreement will be maintained at the principal office of the Company. The Member will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement.
- 6.2. **Banking.** All funds of the Company are to be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Member. Those funds may be withdrawn from such account or accounts on the signature of the person or persons designated by the Member.

## 7. DISSOLUTION AND WINDING UP OF THE COMPANY

- 7.1. **Dissolution.** The Company will be dissolved on the occurrence of any of the following events:
- 7.1.1. The express determination of the Member to dissolve the Company; or
- 7.1.2. By operation of law.
- 7.2. **Winding Up.** On the dissolution of the Company, the Member will take full account of the Company's assets and liabilities; the assets will be liquidated as promptly as is consistent with obtaining their fair value; and the proceeds, to the extent sufficient to pay the Company's obligations regarding such liquidation, will be applied and distributed in this order:
- 7.2.1. To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including debts and liabilities owed to the Member; and
- 7.2.2. To the Member.

## 8. GENERAL PROVISIONS

- 8.1. **Amendments.** Any proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.
- 8.2. **Governing Law.** This Agreement and the rights of the parties under it will be governed by and interpreted under the laws of Oregon (without regard to principles of conflicts of law).

The parties sign this Agreement as of the date first written above.

Margalou LLC

*LS Linda S. Schaefer*  
Linda S. Schaefer, sole member

By:

*LS Linda S. Schaefer*  
Linda S. Schaefer, sole member



## **SCHEDULE OF ASSETS AND LIABILITIES**

All the member's interest in the following real estate:

### **Exhibit A.**

Beginning at a point which is 315.48 feet N. 89° 49' W. and 1223.41 feet N. 22° 30' W. and 301.80 feet N. 67° 30' E. from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence S. 14° 34' E. 370.20 feet; thence N. 67° 30' E. 429.93 feet to a point on the East line of said Section, which point is 1084.65 feet N. 0° 30' E. from the Southeast corner of said Section; thence N. 0° 30' E. along said East line 397.79 feet; thence S. 67° 30' W. 534.60 feet to the place of beginning and containing 4.07 acres of land.

Together with an easement for road and right-of-way purposes over the following described parcel, beginning at a point which is located North 89° 49' West 315.48 feet and North 22° 30' West 1,223.41 feet and North 67° 30' East 30.00 feet from the Southeast corner of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence from said point of beginning continuing North 67° 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records;

Thence North 22° 30' West 50.00 feet to a point;

Thence South 67° 30' West 351.80 feet to a point on the easterly right-of-way line of Battle Creek Road (Market Road No. 25);

Thence South 22° 30' East along said easterly right-of-way line 50.00 feet to the point of beginning.

## DURABLE GENERAL POWER OF ATTORNEY

I, **ROBERTA A. STRAUSBAUGH**, do hereby make, constitute and appoint my daughter **JULIE A. SINGER**, of Salem, Oregon my agent and attorney in fact (hereinafter called "agent"), with power and authority:

1. **SUPPORT**. To make expenditures for my care, maintenance, support and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support.

2. **MANAGEMENT**. To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.

3. **COLLECTIONS**. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittances or other sufficient discharges for any of the same.

4. **FINANCIAL INSTITUTIONS**. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments including those drawn on the Treasury of the United States, the State of Oregon or any other state or governmental entity, and to accept drafts; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. **INVESTMENTS**. To retain any property in the hands of the agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my agent may deem prudent.

6. **DEBTS**. To pay my debts and other obligations.

7. **LITIGATION**. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.

8. **ACQUISITION**. To bargain for, buy and deal in property and goods of every description.

9. **DISPOSITION**. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal.

ENTERED  
2/5/08

10. **BORROWING.** To advance or loan the agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my agent may deem proper and to give security for the repayment of the same.

11. **INSURANCE AND ANNUITY CONTRACTS.** To purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, make claim to and collect or select payment options, and deal with all types of insurance or annuity contracts, public and private, including Medicare, Medicaid, Social Security, Workers' Compensation, long-term care, Medicare supplement, and life insurance.

12. **AGREEMENTS.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my agent may deem proper.

13. **VOTING.** To appear and vote for me in person or by proxy at any corporate or other meeting.

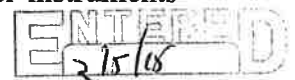
14. **SAFE DEPOSIT BOX.** To have access to any safe deposit box which has been rented in my name or in the name of myself and any other person or persons.

15. **WITHDRAWAL OF FUNDS.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name, or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf.

16. **TAXES AND ASSESSMENTS.** Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

17. **GOVERNMENT BENEFITS.** To do and perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with the purposes expressed under this paragraph.

18. **TREASURY BONDS.** To purchase U.S. Treasury Bonds or other instruments



redeemable at par in payment of federal estate taxes.

19. **ADDITIONS TO TRUST.** To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime.

20. **BUSINESS INTERESTS.** To continue as a going concern any business interest owned by me, either individually or as a co-partner.

21. **RETIREMENT ACCOUNTS.** To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA roll overs, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to my retirement and/or IRA/pension plans.

22. **MAIL.** To redirect my mail.

23. **CUSTODY OF PAPERS.** To take custody of my Will, deeds, life insurance policies, contracts, securities, or other important papers.

24. **GIFTS.** To make gifts outright or in trust to or for the benefit of the natural objects of my bounty and charitable organizations, in such amounts, at such times, and upon such terms as my attorney deems appropriate, provided that my attorney may make only such gifts as are consistent with my income and wealth and as I might have been expected to make.

25. **DISCLAIMER.** To renounce and disclaim any property or interest in property or powers to which I may become entitled, and to file any such disclaimer with appropriate courts or persons, and to consider my estate planning and the reduction of estate taxes in exercising such powers.

26. **ALTERNATE.** In the event that my daughter **JULIE** is unable or unwilling to act for me, I name my granddaughter **TAMMY LEE HARDT**, of Springfield, Oregon as successor agent and attorney-in-fact, with the power and authority provided in this instrument.

27. **SUBSTITUTION AND DELEGATION.** To appoint and substitute for my said agent any agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

28. **APPOINTMENT OF GUARDIAN OR CONSERVATOR.** In the event it becomes necessary to appoint a guardian, limited guardian or conservator of my person or estate, I request that my attorney-in-fact herein named be appointed.

**GENERAL AUTHORITY.** I authorize my agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever situate, and whether now owned or hereafter acquired, as my agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from



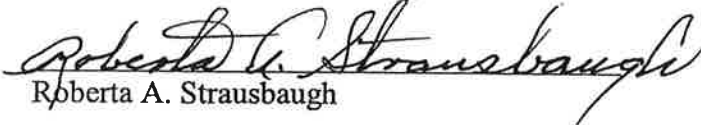
responsibility for my agent's acts and omissions and I empower my agent to indemnify all such persons against loss, expense and liability.

**THIRD PARTY RELIANCE.** Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or to any portion thereof certified as such by my agent.

**DURABILITY.** These powers of attorney shall be exercisable by my agent on my behalf notwithstanding that I may become legally disabled or incompetent.

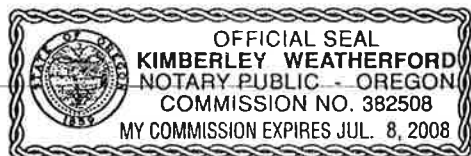
**GOVERNING LAW.** All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

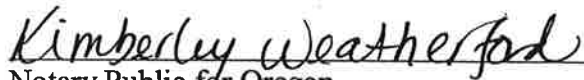
IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of July, 2005.

  
Roberta A. Strausbaugh

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

On this 28<sup>th</sup> day of July, 2005, personally appeared **ROBERTA A. STRAUSBAUGH** and acknowledged the foregoing instrument to be her voluntary act and deed.



  
Notary Public for Oregon  
My Commission Expires: July 8, 2008

## DURABLE GENERAL POWER OF ATTORNEY

I, **ROBERTA A. STRAUSBAUGH**, do hereby make, constitute and appoint my daughter **JULIE A. SINGER**, of Salem, Oregon my agent and attorney in fact (hereinafter called "agent"), with power and authority:

1. **SUPPORT**. To make expenditures for my care, maintenance, support and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support.
2. **MANAGEMENT**. To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.
3. **COLLECTIONS**. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittances or other sufficient discharges for any of the same.
4. **FINANCIAL INSTITUTIONS**. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments including those drawn on the Treasury of the United States, the State of Oregon or any other state or governmental entity, and to accept drafts; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. **INVESTMENTS**. To retain any property in the hands of the agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my agent may deem prudent.
6. **DEBTS**. To pay my debts and other obligations.
7. **LITIGATION**. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.
8. **ACQUISITION**. To bargain for, buy and deal in property and goods of every description.
9. **DISPOSITION**. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal.

ENTERED  
2/5/18

10. **BORROWING.** To advance or loan the agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my agent may deem proper and to give security for the repayment of the same.

11. **INSURANCE AND ANNUITY CONTRACTS.** To purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, make claim to and collect or select payment options, and deal with all types of insurance or annuity contracts, public and private, including Medicare, Medicaid, Social Security, Workers' Compensation, long-term care, Medicare supplement, and life insurance.

12. **AGREEMENTS.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my agent may deem proper.

13. **VOTING.** To appear and vote for me in person or by proxy at any corporate or other meeting.

14. **SAFE DEPOSIT BOX.** To have access to any safe deposit box which has been rented in my name or in the name of myself and any other person or persons.

15. **WITHDRAWAL OF FUNDS.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name, or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf.

16. **TAXES AND ASSESSMENTS.** Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

17. **GOVERNMENT BENEFITS.** To do and perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with the purposes expressed under this paragraph.

18. **TREASURY BONDS.** To purchase U.S. Treasury Bonds or other instruments

ENTERED  
2/15/08

redeemable at par in payment of federal estate taxes.

19. **ADDITIONS TO TRUST.** To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime.

20. **BUSINESS INTERESTS.** To continue as a going concern any business interest owned by me, either individually or as a co-partner.

21. **RETIREMENT ACCOUNTS.** To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA roll overs, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to my retirement and/or IRA/pension plans.

22. **MAIL.** To redirect my mail.

23. **CUSTODY OF PAPERS.** To take custody of my Will, deeds, life insurance policies, contracts, securities, or other important papers.

24. **GIFTS.** To make gifts outright or in trust to or for the benefit of the natural objects of my bounty and charitable organizations, in such amounts, at such times, and upon such terms as my attorney deems appropriate, provided that my attorney may make only such gifts as are consistent with my income and wealth and as I might have been expected to make.

25. **DISCLAIMER.** To renounce and disclaim any property or interest in property or powers to which I may become entitled, and to file any such disclaimer with appropriate courts or persons, and to consider my estate planning and the reduction of estate taxes in exercising such powers.

26. **ALTERNATE.** In the event that my daughter **JULIE** is unable or unwilling to act for me, I name my granddaughter **TAMMY LEE HARDT**, of Springfield, Oregon as successor agent and attorney-in-fact, with the power and authority provided in this instrument.

27. **SUBSTITUTION AND DELEGATION.** To appoint and substitute for my said agent any agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

28. **APPOINTMENT OF GUARDIAN OR CONSERVATOR.** In the event it becomes necessary to appoint a guardian, limited guardian or conservator of my person or estate, I request that my attorney-in-fact herein named be appointed.

**GENERAL AUTHORITY.** I authorize my agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever situate, and whether now owned or hereafter acquired, as my agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from





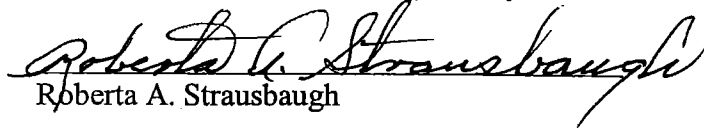
responsibility for my agent's acts and omissions and I empower my agent to indemnify all such persons against loss, expense and liability.

**THIRD PARTY RELIANCE.** Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or to any portion thereof certified as such by my agent.

**DURABILITY.** These powers of attorney shall be exercisable by my agent on my behalf notwithstanding that I may become legally disabled or incompetent.

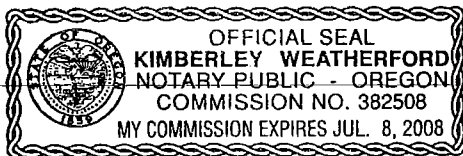
**GOVERNING LAW.** All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

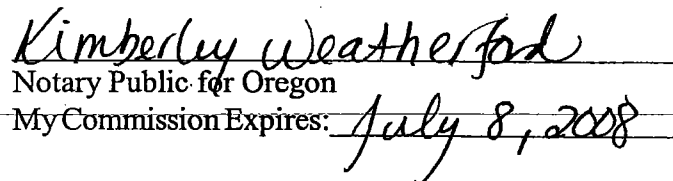
IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of July, 2005.

  
Roberta A. Strausbaugh

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

On this 28<sup>th</sup> day of July, 2005, personally appeared **ROBERTA A. STRAUSBAUGH** and acknowledged the foregoing instrument to be her voluntary act and deed.

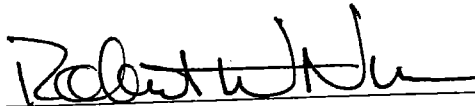


  
Notary Public for Oregon  
My Commission Expires: July 8, 2008

## ASSIGNMENT OF MEMBER'S INTEREST IN LIMITED LIABILITY COMPANY

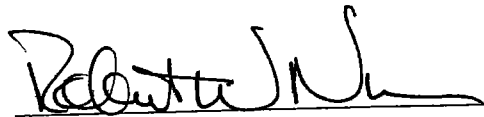
Robert W. Nunn, successor trustee, of the Evelyn M. Coburn Living Trust, dated March 15, 1995, as amended (the "Trust"), hereby assigns to ROBERTA ANN STRAUSBAUGH, all of the Trust's interest as a member in that certain limited liability company known as BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company.

DATED: August 23, 2005

  
Robert W. Nunn, Successor Trustee

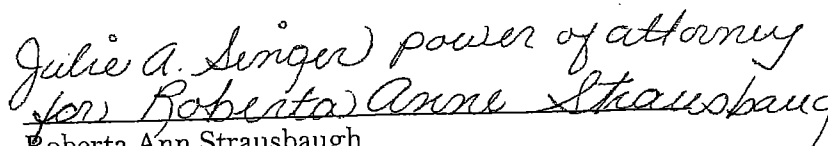
### CONSENT AND RESIGNATION OF MANAGER

The undersigned, being the Manager of BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company, hereby consents to this assignment, with the understanding that all of the terms and provisions of the operating agreement shall continue to apply, and hereby resigns as manager.

  
By: Robert W. Nunn, Manager

### ACCEPTANCE OF ASSIGNMENT AND ELECTION OF MANAGER

The undersigned accepts the assignment of the membership interest, subject to the terms and conditions of the operating agreement, and hereby elects JULIE A. SINGER as manager.

  
Julie A. Singer power of attorney  
for Roberta Ann Strausbaugh  
Roberta Ann Strausbaugh

ENTERED  
8/23/05



Phone: (503) 986-2200  
Fax: (503) 378-4381

## Change of Registered Agent/Address—Corporations/LLC

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

### Check the appropriate box below:

- ☒ CHANGE OF AGENT AND ADDRESS  
(Complete only 1, 2, 3, 4, 5, 6, 11)  
☐ CHANGE OF ADDRESS ONLY  
(Complete only 1, 7, 8, 9, 10, 11)

REGISTRY NUMBER: **063951-98**

NOTE: Use this form for Cooperatives or Business Trusts.

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record:  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) ENTITY NAME **BATTLE CREEK LLC**

### CHANGE OF REGISTERED AGENT AND OFFICE

2) THE REGISTERED AGENT HAS BEEN CHANGED TO:

Julie Singer

3) THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

4) ADDRESS OF THE NEW REGISTERED OFFICE (Must be an OREGON Street Address which is identical to the registered agent's business office.)

5450 Zena Road NW

Salem, OR 97304

5) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

6) EXECUTION

(Must be signed by one corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature: Julie A. Singer

Printed Name: Julie Singer

Title: Manager

### CHANGE OF REGISTERED AGENT'S BUSINESS OFFICE ONLY

7) NEW ADDRESS OF REGISTERED AGENT (The business address of the registered agent has changed to the following OREGON Street Address.)

8) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

9) NOTIFICATION

☐ The corporation has been notified in writing of this change.

10) EXECUTION

(Must be signed by the registered agent or a corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

11) CONTACT NAME (To resolve questions with this filing.)

Julie Singer

DAYTIME PHONE NUMBER (Include area code.)

(503) 581-7930

### FEES

No Processing Fee

ENTERED  
2/15/11



Phone: (503) 986-2200  
Fax: (503) 378-4381

**Amendment to Annual Report—Limited Liability Company**

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

REGISTRY NUMBER: **063951-98**

ENTITY TYPE ☒ DOMESTIC ☐ FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink.

**To change the Registered Agent, use Change of Registered Agent/Address, Form 131**

1) NAME OF ENTITY **BATTLE CREEK LLC**

2) PRINCIPAL PLACE OF BUSINESS (Street Address)

**5450 Zena Road NW  
Salem, OR 97304**

3) ADDRESS FOR MAILING NOTICES

**5450 Zena Road NW  
Salem, OR 97304**

**LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES**

4) MEMBERS (Name and street address)

**Roberta Ann Strausbaugh  
2482 Kuebler Road South  
Salem, OR 97302**

5) MANAGERS (Name and street address)

**Julie Singer  
5450 Zena Road NW  
Salem, OR 97304**

6) EXECUTION

Signature:

*Julie A. Singer*

Printed Name:

**Julie Singer**

Title:

**Manager**

Date:

7) CONTACT NAME (To resolve questions with this filing.)

**Julie Singer**

DAYTIME PHONE NUMBER (Include area code.)

**(503) 581-7930**

**FEES**

No Processing Fee

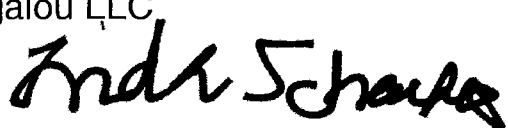
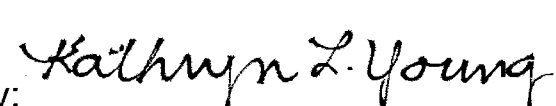
**ENTERED**  
2/11/15

## Power of Attorney to Sell Real Estate


Margalou LLC and Sheep Trail LLC, each an Oregon limited liability company, jointly and severally make, constitute, and appoint Robert W. Nunn as their true and lawful agent, giving and granting Robert W. Nunn full power and authority to grant, bargain, sell, and do all acts necessary or convenient to complete the sale of this described real estate in Salem, Marion County, Oregon:

### 83W 11D, Lot 400

Robert W. Nunn has full power and authority to make, execute and deliver agreements of sale, deeds, conveyances and land use applications, and to sign and execute all documents and other papers involved in the sale of the above described real estate. Robert W. Nunn has full power and authority to do and perform in and about the premises every act and thing requisite for the sale, as fully for all intent and purposes as the principals could do if present. Margalou LLC and Sheep Trail LLC ratify and confirm all that Robert W. Nunn has or will lawfully do or cause to be done by this Power of Attorney.

<p>Margalou LLC</p> <p></p> <p>By: Linda S. Schaefer, sole member</p> <p>Date: April 4/13/2017, 2017</p>	<p>Sheep Trail LLC</p> <p></p> <p>By: Kathryn L. Young, sole member</p> <p>Date: April 04/13/2017, 2017</p>
---	---

# Signature Certificate

 Document Reference: 49HZHPJIELIJ4TNHUHJTGT

## RightSignature

Easy Online Document Signing



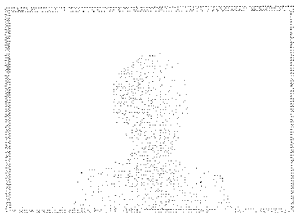
Linda Schaefer  
Party ID: FRALIJVF4KEXAWKLAE9S7  
IP Address: 107.77.205.53

VERIFIED EMAIL: lschaefer1@q.com

Multi-Factor  
Digital Fingerprint Checksum

10621721401d7d76d0894ecbe379eddf208a4ecc

Electronic Signature



Kathy Young  
Party ID: DI8XUPILZ2R6HMRPL483G  
IP Address: 73.97.130.255

VERIFIED EMAIL: kathy@seanet.com

Multi-Factor  
Digital Fingerprint Checksum

454fd84929b31836648fcb94274051e83ada682b

Electronic Signature

### Timestamp

2017-04-13 16:22:59 -0700

2017-04-13 16:22:59 -0700

2017-04-13 15:55:12 -0700

2017-04-13 14:00:48 -0700

2017-04-13 13:54:15 -0700

2017-04-13 13:18:19 -0700

### Audit

All parties have signed document. Signed copies sent to: Linda Schaefer,  
Kathy Young, and Robert Nunn.

Document signed by Linda Schaefer (lschaefer1@q.com) with drawn signature.  
- 107.77.205.53

Document viewed by Linda Schaefer (lschaefer1@q.com). - 107.77.205.53

Document signed by Kathy Young (kathy@seanet.com) with drawn signature. -  
73.97.130.255

Document viewed by Kathy Young (kathy@seanet.com). - 73.97.130.255

Document created by Robert Nunn (robert@robertnunn.com). - 97.115.106.42



This signature page provides a record of the online  
activity executing this contract.



Phone: (503) 986-2200  
Fax: (503) 378-4381

Articles of Organization—Limited Liability Company

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

FILED

JAN 13 2005

OREGON  
SECRETARY OF STATE

REGISTRY NUMBER: 262667-91

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

- 1) NAME (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")

Pringle Creek LLC

- 2) DURATION (Please check one.)

☐ Latest date upon which the Limited Liability Company is to  
dissolve is \_\_\_\_\_

☐ Duration shall be perpetual.

- 3) NAME OF THE INITIAL REGISTERED AGENT

Robert W. Nunn

- 4) ADDRESS OF THE INITIAL REGISTERED AGENT

(Must be an OREGON Street Address, which is identical to the registered  
agent's business office.)

1000 SW Broadway, Suite 1400

Portland, OR 97205

- 5) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES

1000 SW Broadway, Suite 1400

Portland, OR 97205

- 6) NAME AND ADDRESS OF EACH ORGANIZER

Robert W. Nunn

1000 SW Broadway, Suite 1400

Portland, OR 97205

- 7) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED,  
CHECK ONE BOX BELOW.

☐ This limited liability company is managed by a single manager.

☐ This limited liability company is managed by multiple manager(s).

- 8) IF RENDERING A PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE  
SERVICE(S) BEING RENDERED.

- 9) OPTIONAL PROVISIONS (Attach a separate sheet if necessary.)

- 10) EXECUTION (The title for each signer must be "Organizer.")

Signature

Robert W. Nunn

Printed Name

Robert W. Nunn

Title

Organizer

Organizer

Organizer

- 11) CONTACT NAME (To resolve questions with this filing.)

Robert W. Nunn

DAYTIME PHONE NUMBER (Include area code.)

503-243-1655

FEES

Required Processing Fee \$50 - Confirmation Copy (Optional) \$5  
Processing Fees are nonrefundable.

Please make check payable to

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date  
should be submitted on a separate sheet for your protection.

# OPERATING AGREEMENT OF

## PRINGLE CREEK LLC

an Oregon Limited Liability Company

The undersigned member, having formed a limited liability company under the Oregon Limited Liability Company Act, hereby agrees as follows:

### ARTICLE 1 FORMATION

1.1 Name. The name of the limited liability company is Pringle Creek LLC ("LLC or "Company")

1.2 Articles of Organization. Articles of organization were filed with the Oregon Secretary of State on January 13, 2005.

1.3 Duration. The LLC's term is perpetual, unless earlier dissolved as provided in this Operating Agreement.

1.4 Principal Place of Business. The principal office of the LLC is 1000 SW Broadway, Suite 1400, Portland, OR 97205. The member may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The LLC's initial registered office is at 1000 SW Broadway, Suite 1400, Portland, Oregon 97205 and the name of its initial registered agent at such address is Robert W. Nunn.

### ARTICLE 2 MEMBER, CONTRIBUTION, AND INTEREST

2.1 Names and Addresses. The LLC has one member, whose percentage ownership interest is:

<u>Name and address</u>	<u>Percentage</u>
Robert W. Nunn	100%



2.2 Capital Contributions. Robert W. Nunn has contributed to the LLC \$100 cash (filing fees and renewal fees).

2.3 Other Business of Members. The member may engage independently or with others in other business and investment ventures of every nature and description, and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.

2.4 No Interest on Capital Contributions. No interest will be paid on capital contributions.

### **ARTICLE 3 MANAGEMENT**

3.1 Management. The member has the sole right to undertake management and conduct the business of the LLC business. The member is an agent of the LLC with authority to bind the LLC in the ordinary course of its business. The LLC will be deemed a sole proprietorship for tax purposes.

3.2 Distributions. The member has sole right to determine whether a distribution shall be made.

### **ARTICLE 4 MEMBER MEETINGS**

4.1 Meetings. The member has the right to take all actions that could be taken at a meeting, either with or without a meeting. Anyone in receipt of a written authorization or action of the LLC member is entitled to rely thereon without further inquiry.

### **ARTICLE 5 ACCOUNTING AND RECORDS**

5.1 Accounts. All LLC funds will be deposited in the LLC's name and will be subject to withdrawal on the signature of the member, in the member's LLC capacity.

5.2 Books of Account. The LLC's books and records, a register showing the name, address, and ownership interest of the member, and this Operating Agreement will be maintained at the office of the LLC. The member will keep books and records of the operation of the LLC which are appropriate and adequate for the LLC's business and for the carrying out of this Operating Agreement.

5.3 Fiscal Year. The fiscal year of the LLC will be the calendar year.

5.4 Tax Returns. The profits and losses of the LLC will be reported on the member's individual tax return, as allowed by federal and state law.

## **ARTICLE 6 ALLOCATIONS AND DISTRIBUTIONS**

6.1 Allocations of Income and Loss for Tax Purposes. Except as provided in this Operating Agreement with respect to loan repayments, all items of income, gain, loss, deduction, and credit will be allocated to the member.

## **ARTICLE 7 LOANS TO LLC**

The member, may lend money to the LLC in addition to his contribution to its capital, The loan will be the debt of the LLC to the member and will bear interest at the rate set forth in the promissory note or other evidence of indebtedness. The terms of all such loans will be in writing. The liability will not be regarded as an increase of the lending member's capital.

## **ARTICLE 8 TRANSFER; DISSOLUTION**

8.1 Transfer. The member will not transfer his interest in the LLC without amending the Operating Agreement to allow such transfer to one or more persons and provide for terms in this Operating Agreement consistent with the new number of members.

8.2 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the LLC, the member will wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC will be taken. The assets will be promptly liquidated and the proceeds thereof applied as follows: (a) setting up necessary reserves determined by the member for payment of LLC creditors; (b) repaying any loans to the member and (c) paying to the member the balance of all funds after payment of all reasonable expenses, following allocation to the members of all profits, losses and gains and losses on the sale. The LLC may, in the process of winding up the LLC, elect to distribute property in kind.

## **ARTICLE 9 AMENDMENT**

9.1 By Member. The member may amend or repeal the provisions of this Operating Agreement by setting forth in writing such amendment.

**ARTICLE 10  
MISCELLANEOUS**

10.1 Governing Law. This Operating Agreement is governed by Oregon law.

11.5 Third-Party Beneficiaries. The provisions of this Operating Agreement are intended solely for the benefit of the member and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

ADOPTED as of 6<sup>th</sup> day of March, 2006, by the sole member.

  
\_\_\_\_\_  
Robert W. Nunn, Member

F:\ADMIN\RW\PRINGLE CREEK\OPERATING AGREEMENT.DOC

## Marion County Parcel Information



### Parcel Information

**Parcel #:** R32164  
**Tax Lot:** 083W11D 00100  
**Site Address:** Salem OR 97000  
**Owner:** Boulder Hill LLC  
**Owner2:**  
**Owner Address:** 1000 Broadway SW #1400  
Portland, OR 97205  
**Phone:**  
**Twtn/Range/Section:** T: 08S R: 03W S: 11 Q: SE  
**Parcel Size:** 19.68 Acres (857,261 SqFt)  
**Plat/Subdivision:**  
**Lot:**  
**Block:**  
**Census Tract/Block:** 001000/3072  
**Waterfront:**

### Assessment Information

**Market Value Land:** \$11,070  
**Market Value Impr:** \$0  
**Market Value Total:** \$11,070  
**Assessed Value:** \$11,070

### Land

**Zoning:** RA - Residential  
Agricultural  
**School District:** 24J  
**Neighborhood:**  
**Cnty Bldg Use:** A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP  
- POULTRY  
**Cnty Land Use:** 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF  
zoning  
**Land Use Std:** ALIV - LIVESTOCK

### Improvement

**Year Built:** 0  
**Bedrooms:** 0  
**A/C:** No  
**Roof Covering:**  
**Stories:** 0.00  
**Bathrooms:** 0.00  
**Exterior Walls:**  
**FirePlace:** 0  
**Finished Area:** 0 SqFt  
**Garage:** Attached 0  
**Basement Fin:** 0 SqFt  
**Heat:** -

### Transfer Information

**Rec. Date:** 05/29/02  
**Orig Loan Amt:**  
**Loan Type:**  
**Sale Price:**  
**Doc Num:** 19500327  
**Doc Type:** Grant Deed  
**Finance Type:**  
**Lender:**

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

## Marion County Parcel Information



### Parcel Information

**Parcel #:** R32163  
**Tax Lot:** 083W11D 00200  
**Site Address:** Salem OR 97000  
**Owner:** Boulder Hill LLC  
**Owner2:**  
**Owner Address:** 1000 Broadway SW #1400  
Portland, OR 97205  
**Phone:**  
**Twn/Range/Section:** T: 08S R: 03W S: 11 Q: SE  
**Parcel Size:** 9.65 Acres (420,354 SqFt)  
**Plat/Subdivision:**  
**Lot:**  
**Block:**  
**Census Tract/Block:** 001000/3072  
**Waterfront:**

### Assessment Information

**Market Value Land:** \$7,710  
**Market Value Impr:** \$0  
**Market Value Total:** \$7,710  
**Assessed Value:** \$7,710

### Land

<b>Zoning:</b> RA - Residential Agricultural	<b>Cnty Bldg Use:</b> A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP - POULTRY
<b>School District:</b> 24J	<b>Cnty Land Use:</b> 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF zoning
<b>Neighborhood:</b>	<b>Land Use Std:</b> ALIV - LIVESTOCK

### Improvement

<b>Year Built:</b> 0	<b>Stories:</b> 0.00	<b>Finished Area:</b> 0 SqFt
<b>Bedrooms:</b> 0	<b>Bathrooms:</b> 0.00	<b>Garage:</b> Attached 0
<b>A/C:</b> No	<b>Exterior Walls:</b>	<b>Basement Fin:</b> 0 SqFt
<b>Roof Covering:</b>	<b>FirePlace:</b> 0	<b>Heat:</b> -

### Transfer Information

<b>Rec. Date:</b> 05/29/02	<b>Sale Price:</b>	<b>Doc Num:</b> 19500327	<b>Doc Type:</b> Grant Deed
<b>Orig Loan Amt:</b>	<b>Finance Type:</b>	<b>Lender:</b>	
<b>Loan Type:</b>			

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



# Marion County Parcel Information



## Parcel Information

**Parcel #:** R321635  
**Tax Lot:** 083W11D 00202  
**Site Address:** 4700 Battle Creek Rd SE  
 Salem OR 97302  
**Owner:** Drager Douglas M  
**Owner2:**  
**Owner Address:** 4700 Battle Creek Rd SE  
 Salem, OR 97302  
**Phone:** 503-585-8317  
**Twn/ Range/ Section:** T: 08S R: 03W S: 11 Q: SE  
**Parcel Size:** 1.01 Acres (43,996 SqFt)  
**Plat/ Subdivision:**  
**Lot:**  
**Block:**  
**Census Tract/ Block:** 001000/3072  
**Waterfront:**

## Assessment Information

**Market Value Land:** \$118,820  
**Market Value Impr:** \$108,130  
**Market Value Total:** \$226,950  
**Assessed Value:** \$123,290

## Land

**Zoning:** RA - Residential Agricultural    **Cnty Bldg Use:** R41 - RESIDENTIAL - SINGLE FAMILY - ONE STORY ONLY  
**School District:** 24J    **Cnty Land Use:** 491 - Tract Improved, over 1 acre, inside city or urban growth boundary  
**Neighborhood:**    **Land Use Std:** RSFR - SINGLE FAMILY RESIDENCE

## Improvement

**Year Built:** 1999    **Stories:** 1.00    **Finished Area:** 1,140 SqFt  
**Bedrooms:** 3    **Bathrooms:** 1.50    **Garage:** Attached 480  
**A/ C:** No    **Exterior Walls:**    **Basement Fin:** 0 SqFt  
**Roof Covering:**    **FirePlace:** 0    **Heat:** -

## Transfer Information

**Loan Date:** 10/28/2011    **Loan Amt:** \$97,905    **Doc Num:** 0003329016    **Doc Type:** Trust Deed-Deed of Trust  
**Loan Type:** Fixed    **Finance Type:**    **Lender:** KEY BANK & TRUST

**Rec. Date:** 12/9/1998    **Sale Price:**    **Doc Num:** 15480519    **Doc Type:** BS

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## Marion County Parcel Information



### Parcel Information

**Parcel #:** R32162  
**Tax Lot:** 083W11D 00400  
**Site Address:**  
Salem OR 97000  
**Owner:** Margalou LLC  
**Owner2:**  
**Owner Address:** 1000 SW Broadway Ste 1400  
Portland, OR 97205-3066  
**Phone:**  
**Twtn/Range/Section:** T: 08S R: 03W S: 11 Q: SE  
**Parcel Size:** 4.09 Acres (178,160 SqFt)  
**Plat/Subdivision:**  
**Lot:**  
**Block:**  
**Census Tract/Block:** 001000/3072  
**Waterfront:**

### Assessment Information

**Market Value Land:** \$2,300  
**Market Value Impr:** \$0  
**Market Value Total:** \$2,300  
**Assessed Value:** \$2,300

### Land

<b>Zoning:</b> RA - Residential Agricultural	<b>Cnty Bldg Use:</b> A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP - POULTRY
<b>School District:</b> 24J	<b>Cnty Land Use:</b> 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF zoning
<b>Neighborhood:</b>	<b>Land Use Std:</b> ALIV - LIVESTOCK

### Improvement

<b>Year Built:</b> 0	<b>Stories:</b> 0.00	<b>Finished Area:</b> 0 SqFt
<b>Bedrooms:</b> 0	<b>Bathrooms:</b> 0.00	<b>Garage:</b> Attached 0
<b>A/C:</b> No	<b>Exterior Walls:</b>	<b>Basement Fin:</b> 0 SqFt
<b>Roof Covering:</b>	<b>FirePlace:</b> 0	<b>Heat:</b> -

### Transfer Information

<b>Rec. Date:</b> 05/07/14	<b>Sale Price:</b>	<b>Doc Num:</b> 36020267	<b>Doc Type:</b> Warranty Deed
<b>Orig Loan Amt:</b>			
<b>Loan Type:</b>	<b>Finance Type:</b>	<b>Lender:</b>	

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# Fidelity National Title Company

500 Liberty St. Ste #200, Salem, OR 97301  
 Phone: 503-585-7219 Fax: 503-585-0326  
 E-mail Customer Service at: customerservicesalem@fnf.com

## MARION COUNTY PROPERTY PROFILE INFORMATION

Parcel #: R32160  
 Ref Parcel #: 083W11D 00500 *Trust Hobbs*  
 Owner: **Hobbs Family Property & Craig S Trustee**  
 CoOwner: **Hobbs Janis D Tr**  
 Owner Phone: **(206) 842-5325**  
 Site: **4826 Battle Creek Rd SE**  
**Salem OR 97302**  
 Mail: 9711 Big Fir Ln NE  
 Bainbridge Island WA 98110  
 Plat:  
 Twn/Rng/Sec: T: 08S R: 03W S: 11 Q: SE QQ:  
 Legal: ACRES 1.67  
 School Dist: 24J SALEM-KEIZER  
 Zoning: RA Residential Agricultural  
 Land Use: 491 - Tract improved, over 1 acre, inside city or urban growth boundary  
 Std Land Use: RSFR - SINGLE FAMILY RESIDENCE

### ASSESSMENT & TAX INFORMATION

Market Total: **\$291,950**  
 Market Land: **\$141,700**  
 Market Impr: **\$150,250**  
 Exemption: **\$0**  
 2016 Taxes: **\$3,398.97**  
 Levy Code: 92401000  
 Millage Rate: 18.1172  
 Assd Total: **\$187,610**

### SALE & LOAN INFORMATION

Sale Date: 2/11/2009  
 Sale Amount: \$100,000  
 Document #: 30320486  
 Deed Type: Grant Deed  
 Loan Amount: \$0  
 Lender:  
 Loan Type:  
 Interest Type:  
 Title Co: AMERITITLE

### PROPERTY CHARACTERISTICS

Year Built: 1954  
 Bedrooms: 3  
 Bathrooms: 2.00  
 Fin Area: 1,974 SF  
 Unfin Area: 0 SF  
 Main Floor: 1,974 SF  
 Second Floor: 0 SF  
 Attic: 0 SF  
 Bsmt Unfin: 0 SF  
 Bsmt Fin: 0 SF  
 Lot Size: 1.67 acres (72,745 SF)  
 Garage: Attached - 484 SF  
 Census: 3072 001000  
 Lot/Block: /  
 Neighborhood:  
 Watershed: Chehalem Creek-Willamette River



Marion County Parcel Information



**Parcel Information**

Parcel #: R32158  
Tax Lot: 083W11D 00601  
Site Address:  
Salem OR 97000  
Owner: Boulder Hill LLC  
Owner2:  
Owner Address: 1000 Broadway SW #1400  
Portland, OR 97205  
Phone:  
Twn/ Range/ Section: T: 08S R: 03W S: 11 Q: SE  
Parcel Size: 1.45 Acres (63,162 SqFt)  
Plat/ Subdivision:  
Lot:  
Block:  
Census Tract/ Block: 001000/3072  
Waterfront:

**Assessment Information**

Market Value Land: \$800  
Market Value Impr: \$0  
Market Value Total: \$800  
Assessed Value: \$800

**Land**

Zoning: RA - Residential Agricultural    Cnty Bldg Use: A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP - POULTRY  
School District: 24J    Cnty Land Use: 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF zoning  
Neighborhood:    Land Use Std: ALIV - LIVESTOCK

**Improvement**

Year Built: 0    Stories: 0.00    Finished Area: 0 SqFt  
Bedrooms: 0    Bathrooms: 0.00    Garage: Attached 0  
A/ C: No    Exterior Walls:    Basement Fin: 0 SqFt  
Roof Covering:    FirePlace: 0    Heat: -

**Transfer Information**

Rec. Date: 05/29/02    Sale Price:    Doc Num: 19500327    Doc Type: Grant Deed  
Orig Loan Amt:    Finance Type:    Lender:  
Loan Type:

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## Marion County Parcel Information



### Parcel Information

**Parcel #:** R32159  
**Tax Lot:** 083W11D 00602 } 2 Parcels  
**Site Address:** 83W11D 00500 }  
Salem OR 97000  
**Owner:** Hobbs Fam Property Tr  
**Owner2:** Hobbs Craig S Tre  
**Owner Address:** 9711 Big Fir Ln NE  
Bainbridge Islan, WA 98110  
**Phone:**  
**Twn/Range/Section:** T: 08S R: 03W S: 11 Q: SE  
**Parcel Size:** .05 Acres (2,178 SqFt)  
**Plat/Subdivision:**  
**Lot:**  
**Block:**  
**Census Tract/Block:** 001000/3072  
**Waterfront:**

### Tax Information

**Levy Code Area:** 92401000  
**Levy Rate:** 18.9071  
**Tax Year:** 2013  
**Annual Tax:** \$27.59  
**Exemption Desc:**  
**Legal:**  
ACRES 0.05, //05-06: 0.05 ACRES DISQ FARM USE

### Assessment Information

**Market Value Land:** \$3,790  
**Market Value Impr:** \$0  
**Market Value Total:** \$3,790  
**Assessed Value:** \$1,460

### Land

**Zoning:** RA - Residential  
Agricultural  
**Cnty Bldg Use:** -  
**School District:** 24J  
**Cnty Land Use:** 491 - Tract improved, over 1 acre, inside city or urban growth  
boundary  
**Neighborhood:**  
**Land Use Std:** RMSC - RESIDENTIAL MISCELLANEOUS

### Improvement

**Year Built:** 0  
**Bedrooms:** 0  
**A/C:** No  
**Roof Covering:**  
**Stories:** 0.00  
**Bathrooms:** 0.00  
**Exterior Walls:**  
**FirePlace:** 0  
**Finished Area:** 0 SqFt  
**Garage:** Attached 0  
**Basement Fin:** 0 SqFt  
**Heat:** -

### Transfer Information

**Rec. Date:** 02/11/09  
**Sale Price:** \$100,000  
**Doc Num:** 30320486  
**Doc Type:** Grant Deed  
**Orig Loan Amt:**  
**Loan Type:**  
**Finance Type:**  
**Lender:**

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Marion County Parcel Information



Parcel Information

Parcel #: R32212  
Tax Lot: 083W12B 01600  
Site Address: Salem OR 97000  
Owner: Battle Creek LLC  
Owner2: C/O Julie A Singer  
Owner Address: 5450 Zena Rd NW  
Salem, OR 97304  
Phone:  
Twn/ Range/ Section: T: 08S R: 03W S: 12 Q: NW  
Parcel Size: 17.69 Acres (770,576 SqFt)  
Plat/ Subdivision:  
Lot:  
Block:  
Census Tract/ Block: 001000/3072

Assessment Information

Market Value Land: \$9,750  
Market Value Impr: \$0  
Market Value Total: \$9,750  
Assessed Value: \$9,750

Land

Zoning: RA - Residential Agricultural Cnty Bldg Use: A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP - POULTRY  
School District: 24J Cnty Land Use: 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF zoning  
Neighborhood: Land Use Std: ALIV - LIVESTOCK

Improvement

Year Built: 0 Stories: 0.00 Finished Area: 0 SqFt  
Bedrooms: 0 Bathrooms: 0.00 Garage: Attached 0  
A/C: No Exterior Walls: Basement Fin: 0 SqFt  
Roof Covering: FirePlace: 0 Heat: -

Transfer Information

Rec. Date: 02/04/11 Sale Price: Doc Num: 32570220 Doc Type: Grant Deed  
Orig Loan Amt:  
Loan Type: Finance Type: Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Marion County Parcel Information



**Parcel Information**

Parcel #: R32178  
Tax Lot: 083W12C 00700  
Site Address:  
Salem OR 97000  
Owner: Drager LLC  
Owner2:  
Owner Address: 4700 Battle Creek Rd SE  
Salem, OR 97302  
Phone:  
Twn/ Range/ Section: T: 08S R: 03W S: 12 Q: SW  
Parcel Size: 12.85 Acres (559,746 SqFt)  
Plat/ Subdivision:  
Lot:  
Block:  
Census Tract/ Block: 001000/3072  
Waterfront:

**Assessment Information**

Market Value Land: \$7,200  
Market Value Impr: \$0  
Market Value Total: \$7,200  
Assessed Value: \$7,200

**Land**

Zoning: RA - Residential Agricultural    Cnty Bldg Use: A20 - AGRICULTURE - LIVESTOCK - FISH - CATTLE - SWINE - SHEEP - POULTRY  
School District: 24J    Cnty Land Use: 540 - Specially assessed farm land, land only, not EFU, SA, FT, UTF zoning  
Neighborhood:    Land Use Std: ALIV - LIVESTOCK

**Improvement**

Year Built: 0    Stories: 0.00    Finished Area: 0 SqFt  
Bedrooms: 0    Bathrooms: 0.00    Garage: Attached 0  
A/ C: No    Exterior Walls:    Basement Fin: 0 SqFt  
Roof Covering:    FirePlace: 0    Heat: -

**Transfer Information**

Rec. Date: 05/29/02    Sale Price:    Doc Num: 19500328    Doc Type: Grant Deed  
Orig Loan Amt:    Finance Type:    Lender:  
Loan Type:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



10-22-13 31 7 100 00

## Articles of Organization - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

FILED

NOV 14 2013

REGISTRY NUMBER: 972692-95

In accordance with Oregon Revised Statute 192.410-192.490, all information on this form is publicly available, including addresses. We must release this information to all parties upon request and it will be posted on our website.

OREGON  
SECRETARY OF STATE  
For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME OF LIMITED LIABILITY COMPANY: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")

Sheep Trail LLC

2) DURATION: (Please check one.)

☐ Latest date upon which the Limited Liability Company is to dissolve is \_\_\_\_\_

☒ Duration shall be perpetual.

3) REGISTERED AGENT: (Individual or entity that will accept legal service for this business)

Robert W. Nunn

4) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS: (Must be an Oregon Street Address, which is identical to the registered agent's business office.)

0814 SW Gaines St. #606  
Portland, OR 97239

5) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

3817B 12th Ave W  
Seattle, WA 98119

6) NAME AND ADDRESS OF EACH PERSON WHO IS FORMING THIS BUSINESS: (ORGANIZER)

Kathryn L. Young  
3817B 12th Ave W  
Seattle, WA 98119

7) HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

☒ This LLC will be member-managed by one or more members.

☐ This LLC will be manager-managed by one or more managers.

8) IF RENDERING A LICENSED PROFESSIONAL SERVICE OR SERVICES,

DESCRIBE THE SERVICE(S) BEING RENDERED:

none

9) OPTIONAL PROVISIONS: (Attach a separate sheet if necessary.) ☐

INDEMNIFICATION: ☐ The company elects to indemnify its members, managers, employees, agents for liability and related expenses under ORS 63.160.

## (OPTIONAL) LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES

10) OWNERS: (MEMBERS) (Names and Street address)

11) MANAGERS: (MANAGERS) (Names and Street address)

12) EXECUTION/SIGNATURE OF EACH PERSON WHO IS FORMING THIS BUSINESS: (Organizer) (The title for each signer must be "Organizer.")

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

Kathryn L. Young

Kathryn L. Young

Organizer

Organizer

Organizer

CONTACT NAME: (To resolve questions with this filing.)

SHEEP TRAIL LLC



97269295-14696768

NEWORG

## FEES

Required Processing Fee \$100

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Free copies are available at [FilingInOregon.com](http://FilingInOregon.com) using the Business Name Search program.

**OPERATING AGREEMENT  
OF  
SHEEP TRAIL LLC  
an Oregon Limited Liability Company**

This OPERATING AGREEMENT (this "Agreement") is effective March 16, 2018, by and between Sheep Trail LLC (the "Company"), an Oregon limited liability company, and Kathryn L. Young (the "Member").

**1. THE LIMITED LIABILITY COMPANY**

- 1.1. **Formation.** Effective November 14, 2013, the Member formed an Oregon limited liability company under the name Sheep Trail LLC by filing articles of organization with the Oregon Secretary of State. The rights and obligations of the Member are as provided in the Oregon Limited Liability Company Act (the "LLC Act") except as otherwise provided in this Agreement.
- 1.2. **Name.** The business of the Company will be conducted under the name Sheep Trail LLC.
- 1.3. **Purpose.** The purpose of the Company is to own and operate real estate, to engage in all activities incidental to that purpose, and for any other lawful purpose.
- 1.4. **Offices.** The Company maintains its principal business office in Oregon at 0841 SW Gaines St., Unit 606, Portland, Oregon, 97239.
- 1.5. **Registered Agent.** Robert W. Nunn will be the Company's initial registered agent in Oregon and the registered office will be at 0841 SW Gaines St., Unit 606, Portland, Oregon, 97239.
- 1.6. **Term.** The term of the Company commenced on November 14, 2013, and will continue until terminated as provided in this Agreement.
- 1.7. **Name and Address of Member.** The Member's name and address are Kathryn L. Young, 3817B 12th Avenue W, Seattle, WA 98119.
- 1.8. **Admission of Additional Members.** No additional members may be admitted to the Company without the prior approval of the Member.

**2. CAPITAL CONTRIBUTIONS**

- 2.1. **Initial Capital Contribution.** The Member has contributed to the Company the assets (subject to the liabilities) described in Appendix A to this Agreement.

**2.2. Additional Capital Contributions.** Additional Capital Contributions may be made occasionally in such amounts as the Member deems necessary.

### **3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

**3.1. Allocations of Income and Loss.** All items of income, gain, loss, deduction, and credit will be allocated 100% to the Member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's individual tax returns.

**3.2. Distributions.** No distribution may be made to the Member if, after giving effect to the distribution, in the judgment of the Member, either (a) the Company could not pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will distribute to the Member in such amounts and at such times as the Member determines.

### **4. POWERS AND DUTIES OF MEMBER**

**4.1. Management of Company.** The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs will be vested in the Member. The Member will have all the rights and powers that may be possessed by a member in a member-managed limited liability company under the LLC Act and the rights and powers otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Member's duties under this Agreement and to the management of the business and affairs of the Company. Without limiting the generality of the foregoing, the Member will have the following rights and powers (which the Member may exercise at the cost, expense, and risk of the Company):

4.1.1. To expend the funds of the Company to further the Company's business;

4.1.2. To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Member deems advisable to manage the Company;

4.1.3. To execute, deliver, and perform on behalf of and in the name of the Company any agreements and documents deemed necessary or desirable by the Member to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise, and no other signature or signatures will be required; and

4.1.4. To borrow or raise money on behalf of the Company in the Company's name or in the name of the Member to benefit the Company and,

occasionally, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of that indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

**4.2. Limitation on Liability of Member.** To the maximum extent permitted under the LLC Act, the Member will have no liability to the Company for any loss suffered by the Company that arises out of any action or inaction of the Member if the Member, in good faith, determined that the conduct was in the best interests of the Company.

**4.3. Indemnification of Member.** To the maximum extent permitted under the LLC Act, the Member must be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will have no personal liability because of that indemnification.

**4.4. Dealing with the Company.** The Member, and any affiliates of the Member, may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or from the Company normal profits, compensation, commissions, or other income incident to such dealings.

**4.5. Loans.** The Member may, but is not obligated to, make loans to the Company to cover the Company's cash requirements, and those loans will bear interest at a rate determined by the Member.

## **5. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

**5.1. Organization Expenses.** The Company will pay all expenses in connection with organization of the Company.

**5.2. Other Company Expenses.** The Member will charge the Company for the Member's actual out-of-pocket expenses in connection with the Company's business.

**5.3. Compensation.** The Member will be paid such compensation by the Company as is specifically authorized by the Member.

## **6. BOOKS OF ACCOUNT AND BANKING**

**6.1. Books of Account.** The Company's books and records and this Agreement will be maintained at the principal office of the Company. The Member will keep and maintain books and records of the operations of the Company that are



appropriate and adequate for the Company's business and for carrying out this Agreement.

- 6.2. **Banking.** All funds of the Company are to be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Member. Those funds may be withdrawn from such account or accounts on the signature of the person or persons designated by the Member.

## 7. DISSOLUTION AND WINDING UP OF THE COMPANY

- 7.1. **Dissolution.** The Company will be dissolved on the occurrence of any of the following events:

7.1.1. The express determination of the Member to dissolve the Company; or

7.1.2. By operation of law.

- 7.2. **Winding Up.** On the dissolution of the Company, the Member will take full account of the Company's assets and liabilities; the assets will be liquidated as promptly as is consistent with obtaining their fair value; and the proceeds, to the extent sufficient to pay the Company's obligations regarding such liquidation, will be applied and distributed in this order:

7.2.1. To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including debts and liabilities owed to the Member; and

7.2.2. To the Member.

## 8. GENERAL PROVISIONS

- 8.1. **Amendments.** Any proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.

- 8.2. **Governing Law.** This Agreement and the rights of the parties under it will be governed by and interpreted under the laws of Oregon (without regard to principles of conflicts of law).

The parties sign this Agreement as of the date first written above.

Sheep Trail LLC

/s/ Kathryn L. Young By:

Kathryn L. Young, sole member

/s/ Kathryn L. Young

Kathryn L. Young, sole member

## **APPENDIX A**

### **SCHEDULE OF ASSETS AND LIABILITIES**

All the member's interest in the following real estate:

#### **Exhibit A**

Beginning at a point which is 315.48 feet N. 89° 49' W. and 1223.41 feet N. 22° 30' W. and 301.80 feet N. 67° 30' E. from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence S. 14° 34' E. 370.20 feet; thence N. 67° 30' E. 429.93 feet to a point on the East line of said Section, which point is 1064.65 feet N. 0° 30' E. from the Southeast corner of said Section; thence N. 0° 30' E. along said East line 397.79 feet; thence S. 67° 30' W. 534.60 feet to the place of beginning and containing 4.07 acres of land.

Together with an easement for road and right-of-way purposes over the following described parcel, beginning at a point which is located North 89° 49' West 315.48 feet and North 22° 30' West 1,223.41 feet and North 67° 30' East 30.00 feet from the Southeast corner of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence from said point of beginning continuing North 67° 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records;

Thence North 22° 30' West 50.00 feet to a point;

Thence South 67° 30' West 351.80 feet to a point on the easterly right-of-way line of Battle Creek Road (Market Road No. 25);

Thence South 22° 30' East along said easterly right-of-way line 50.00 feet to the point of beginning.

## **Urban Growth Preliminary Declaration (UGA) 17-03**

### **Modification**

#### **Background:**

The applicant and their representative attended a pre-application conference (PRE-AP16-57) on July 7, 2016, with City Staff.

UGA 17-03 was approved for properties identified as 083W11D00100, 00200, 00202, 00400, 00500, 00601, 00602; 083W12B01600; and 083W12C00700, on August 31, 2017.

#### **Proposal:**

The applicants are requesting to modify UGA 17-03 in order to modify Condition 4(B).

**Current** Condition 4: As a condition of development in the S-1 water service level, the applicant shall:

a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.

b) Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.

c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the Water System Master Plan; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

**Proposed** Condition 4: As a condition of development in the S-1 water service level, the applicant shall:

a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.

b) Construct a minimum 18-inch S-1 water main from Lindburg Road and Strong Road to the Coburn Reservoir site.

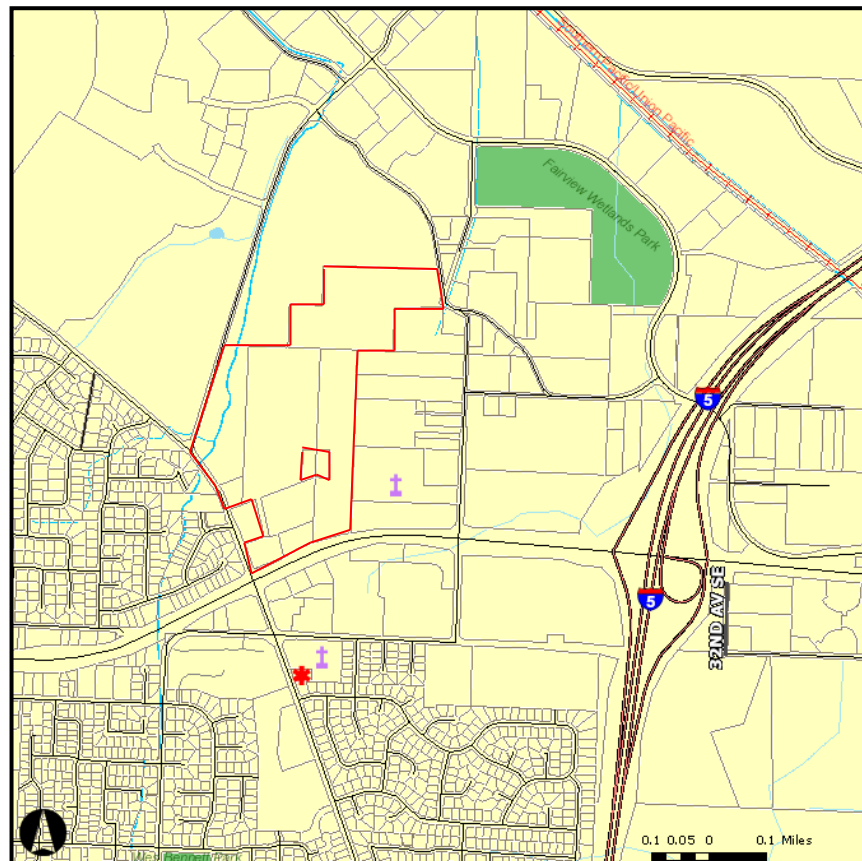
c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the Water System Master Plan; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

The following properties are involved in this requested UGA modification:

\*083W11D/Tax Lots 100, 200, 202, 400, 500, 601, 602

\*083W12B/Tax Lot 1600

\*083W12C/Tax Lot 700



# NOTICE OF DECISION

PLANNING DIVISION  
555 LIBERTY ST. SE, RM 305  
SALEM, OREGON 97301  
PHONE: 503-588-6173  
FAX: 503-588-6005



*Si necesita ayuda para comprender esta informacion, por favor llame  
503-588-6173*

## DECISION OF THE PLANNING ADMINISTRATOR

**URBAN GROWTH PRELIMINARY DECLARATION CASE NO. UGA17-03**

**APPLICATION NO. : 17-108503-LD**

**NOTICE OF DECISION DATE: AUGUST 31, 2017**

**REQUEST:** An Urban Growth Preliminary Declaration request to determine the public facilities and infrastructure required to develop 68.14 acres northeast of the intersection of Kuebler Boulevard SE and Battle Creek Road SE for single family residential development.

The subject property consists of 8 tax lots totaling approximately 68.14 acres in size, zoned RA (Residential Agriculture), with Tax Lot 1600 being split zoned RA and PH (Public Health) and located at the 4700 Block of Battle Creek Road SE (Marion County Assessor map and tax lot numbers: 083W11D00100, 00200, 00202, 00400, 00500, 00601, 00602; 083W12B01600; and 083W12C00700).

**APPLICANTS:** Douglas Drager, Seth Drager, Hobbs Family Property Trust, Boulder Hill, LLC (Robert W. Nunn), Pringle Creek, LLC (Robert W. Nunn), Battle Creek, LLC (Julie Singer, Roberta Strausbaugh)

**LOCATION:** 4700 Battle Creek Road SE - 97302

**CRITERIA:** UGA Preliminary Declaration - SRC 200.025(d)(e)

**FINDINGS:** The Findings are in the attached Order dated August 31, 2017.

**DECISION:** The Planning Administrator **APPROVED** Urban Growth Preliminary Declaration UGA17-03 subject to the following conditions of approval:

- Condition 1:** Provide a Traffic Impact Analysis (TIA) pursuant to SRC 803.015. The following requirements for boundary street right-of-way dedication and street improvements represent the minimum necessary to meet SRC 200.055(c); additional transportation requirements may apply as specified in the TIA:
- a) Convey land for dedication of right-of-way along all boundary streets to equal the following distances from street centerline:
    - i) Battle Creek Road SE – 36 feet
    - ii) Reed Road SE – 36 feet
    - iii) Strong Road SE – 30 feet

- b) Construct a 23-foot-wide half-street improvement along the entire frontage of Battle Creek Road SE and Reed Road SE.
- c) Along Strong Road SE, construct a 15-foot-wide half-street improvement on the development side of centerline and a 15-foot-wide pavement widening on the opposite side of centerline along Strong Road SE.

**Condition 2:** Connect to the existing sewer mains in Strong Road SE and Reed Road SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 3:** Connect to the existing stormwater facilities abutting Strong Road SE, Reed Road SE, and Kuebler Boulevard SE. If off-site easements are needed because of topographic constraints, and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 4:** As a condition of development in the S-1 water service level, the applicant shall:

- a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.
- b) Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.
- c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the *Water System Master Plan*; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

**Condition 5:** Reserve property for dedication of neighborhood park facility not less than 6.5 acres in size. The park facility shall be located along Pringle Creek in the vicinity of Tax Lot 083W11D00200 or in an alternate location as approved by the Public Works Director.

The rights granted by the attached decision must be exercised, or an extension granted, by **September 16, 2019**, or this approval shall be null and void.

Application Deemed Complete:	<u>May 25, 2017</u>
Notice of Decision Mailing Date:	<u>August 31, 2017</u>
Decision Effective Date:	<u>September 16, 2017</u>
State Mandate Date:	<u>October 22, 2017</u>

Case Manager: Chris Green, [cgreen@cityofsalem.net](mailto:cgreen@cityofsalem.net)

This decision is final unless written appeal from an aggrieved party is filed with the City of Salem Planning Division, Room 305, 555 Liberty Street SE, Salem OR 97301, **no later than 5:00 p.m., Friday, September 15, 2017**. The notice of appeal must contain the information required by SRC 300.1020 and must state where the decision failed to conform to the provisions of the applicable code section, SRC Chapter 200. The appeal must be filed in duplicate with the City of Salem Planning Division. The appeal fee must be paid at the time of filing. If the appeal is untimely and/or lacks the proper fee, the appeal will be rejected. The Salem City Council will review the appeal at a public hearing. After the hearing, the Salem City Council may amend, rescind, or affirm the action, or refer the matter to staff for additional information.

The complete case file, including findings, conclusions and conditions of approval, if any, is available for review at the Planning Division office, Room 305, City Hall, 555 Liberty Street SE, during regular business hours.

<http://www.cityofsalem.net/planning>

**BEFORE THE PLANNING ADMINISTRATOR  
OF THE CITY OF SALEM  
(URBAN GROWTH PRELIMINARY DECLARATION NO. UGA17-03)**

*Si necesita ayuda para comprender esta información, por favor llame 503-588-6173*

<http://www.cityofsalem.net/planning>

<b>IN THE MATTER OF THE</b>	)	
<b>APPROVAL OF URBAN GROWTH</b>	)	<b>FINDINGS AND ORDER</b>
<b>PRELIMINARY DECLARATION NO.</b>	)	<b>AUGUST 31, 2017</b>
<b>UGA17-03; 4700 BLOCK OF BATTLE</b>	)	
<b>CREEK ROAD SE ET AL</b>	)	

**REQUEST**

An Urban Growth Preliminary Declaration request to determine the public facilities and infrastructure required to develop 68.14 acres northeast of the intersection of Kuebler Boulevard SE and Battle Creek Road SE for single family residential development. The subject property consists of 8 tax lots totaling approximately 68.14 acres in size, zoned RA (Residential Agriculture), with Tax Lot 1600 being split zoned RA and PH (Public Health) and located at the 4700 Block of Battle Creek Road SE (Marion County Assessor map and tax lot numbers: 083W11D00100, 00200, 00202, 00400, 00500, 00601, 00602; 083W12B01600; and 083W12C00700).

**DECISION**

The Urban Growth Preliminary Declaration is **APPROVED** subject to the applicable standards of the Salem Revised Code, the findings contained herein, and the following conditions of approval:

**Condition 1:** Provide a Traffic Impact Analysis (TIA) pursuant to SRC 803.015. The following requirements for boundary street right-of-way dedication and street improvements represent the minimum necessary to meet SRC 200.055(c); additional transportation requirements may apply as specified in the TIA:

- a) Convey land for dedication of right-of-way along all boundary streets to equal the following distances from street centerline:
  - i) Battle Creek Road SE – 36 feet
  - ii) Reed Road SE – 36 feet
  - iii) Strong Road SE – 30 feet
- b) Construct a 23-foot-wide half-street improvement along the entire frontage of Battle Creek Road SE and Reed Road SE.



- c) Along Strong Road SE, construct a 15-foot-wide half-street improvement on the development side of centerline and a 15-foot-wide pavement widening on the opposite side of centerline along Strong Road SE.

**Condition 2:** Connect to the existing sewer mains in Strong Road SE and Reed Road SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 3:** Connect to the existing stormwater facilities abutting Strong Road SE, Reed Road SE, and Kuebler Boulevard SE. If off-site easements are needed because of topographic constraints, and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 4:** As a condition of development in the S-1 water service level, the applicant shall:

- a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.
- b) Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.
- c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the *Water System Master Plan*; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

**Condition 5:** Reserve property for dedication of neighborhood park facility not less than 6.5 acres in size. The park facility shall be located along Pringle Creek in the vicinity of Tax Lot 083W11D00200 or in an alternate location as approved by the Public Works Director.

## PROCEDURAL FINDINGS

On May 10, 2017, an application for an Urban Growth Preliminary Declaration was filed to determine the public facilities required for single family residential development on property approximately 68.14 acres in size, zoned RA (Residential Agriculture), and located at the 4700 block of Battle Creek Road SE (**Attachment A**). The application was deemed complete on May 25, 2017, and notice was mailed pursuant to Salem Revised Code (SRC) requirements on June 2, 2017. The applicant has granted one extension of the state-mandated local decision deadline, to October 22, 2017.

## SUBSTANTIVE FINDINGS

### 1. Subject Property

The subject property consists of nine tax lots encompassing a total area of 68.14 acres, as listed below:

Map and Tax Lot Number	Acreage
083W11D00100	19.68
083W11D00200	9.65
083W11D00202	1.01
083W11D00400	4.09
083W11D00500	1.67
083W11D00601	1.45
083W11D00602	0.05
083W12B01600	17.69
083W12C00700	12.85

The site is generally encompassed by Kuebler Boulevard SE to the south, Battle Creek Road SE to the west, and Reed Road SE to the northwest. A small portion of Tax Lot 1600, at the northeastern corner of the overall subject property, has frontage on Strong Road SE. With the exception of three large lot single family residences along Battle Creek Road SE, the subject property is primarily undeveloped. Tax Lots 083W11D00101 and 083W12C00701 are near the center of the site, and surrounded by the subject property. These lots are owned by the City of Salem as a future site for the Coburn Reservoir.

Other than a small portion of Tax Lot 1600 which abuts the Hillcrest Correctional Facility campus, the site is designated "Developing Residential" in the Comprehensive Plan and zoned RA (Residential Agriculture). A supplement to the applicant's statement indicates that, while no specific development is proposed at this time, the subject property would be developed for single family residential uses of approximately 4 to 6.5 dwelling units per acre.

## **2. SRC Chapter 200 – Urban Growth Management**

The subject property is located outside of the City's Urban Service Area. Pursuant to the Urban Growth Management requirements contained under SRC Chapter 200, an Urban Growth Preliminary Declaration is required prior to subdivision approval for a residential or commercial subdivision, or application for a building permit for any development where no subdivision is contemplated, if the development is within the Urban Growth Area (UGA), or is within the Urban Service Area (USA), but precedes city construction of required facilities shown in the adopted capital improvement plan, public facilities plan, or comparable plan for the area of the development.

## **3. Neighborhood Association Comments**

The subject property is located within the boundaries of the Morningside Neighborhood Association. In addition, the subject property is adjacent to the South Gateway Neighborhood Association (across Kuebler Boulevard SE). Neither neighborhood association submitted comments on the proposal prior to the comment deadline.

## **4. Citizen Comments**

Property owners within 250 feet of the subject property were mailed notification of the Urban Growth Preliminary Declaration request. One property owner submitted written comments indicating no objections to the proposal. One property owner submitted comments expressing concern with traffic safety at the intersection of Reed Road SE and Battle Creek Road SE.

**Staff Response:** The Urban Growth Preliminary Declaration determines the master-planned public facilities needed to fully service development of property outside of the Urban Service Area, but does not confer an approval to develop land. Conditions of approval adopted in this order require dedication of rights-of-way and widening of streets in the vicinity, including Reed Road SE and Battle Creek Road SE. Future development of the subject property would be subject to the land use and/or development review processes applicable to the type of development proposed. For instance, single family residential development would be subject to review under the tentative subdivision plan or Planned Unit Development criteria. A more specific analysis of trip generation and traffic safety would be undertaken as part of the review of future development.

## **5. City Department Comments**

**Public Works Department** - The Public Works Department reviewed the proposal and provided comments regarding existing and required public facilities necessary to serve the subject property. Comments from the Public Works Department are included as **Attachment B**.

**Building and Safety Division** – The Salem Community Development Department, Building and Safety Division, submitted comments indicating no concerns with the proposal at this time.

**Fire Department** – The Salem Fire Department submitted comments indicating that Fire Department access and water supply would need to be provided to serve new development. The comments also advise that multiple access points may be required depending on the size and number of units developed.

## 6. Public and Private Agency Comments

**Salem-Keizer Public Schools** – Planning and Property Services staff for the school district reviewed the proposal and submitted comments indicating that sufficient school capacity exists at the elementary and high school levels to serve future single family residential development of the property but not at the middle school level. The school district indicated that the subject property is outside of the “walk zone” of the assigned elementary, middle, and high schools and that students residing within the development would be eligible for transportation to assigned schools.

**Portland General Electric (PGE)** reviewed the proposal and indicated that development costs are determined by current tariff and service requirements and that a 10-foot public utility easement (PUE) is required on all front street lots.

## 7. Criteria for Granting Urban Growth Preliminary Declaration

Salem Revised Code (SRC) 200.025(d) & (e) set forth the applicable criteria that must be met before approval can be granted to an Urban Growth Preliminary Declaration. The following subsections are organized with approval criteria shown in ***bold italic***, followed by findings identifying those public facilities that are currently in place and those that must be constructed as a condition of the Urban Growth Preliminary Declaration in order to fully serve the development in conformance with the City’s adopted Master Plans and Area Facility Plans.

**A. SRC 200.0025(d): *The Director shall review a completed application for an Urban Growth Preliminary Declaration in light of the applicable provisions of the Master Plans and the Area Facility Plans and determine:***

***(1) The required facilities necessary to fully serve the development;***

***(2) The extent to which the required facilities are in place or fully committed.***

**B. SRC 200.025(e): *The Urban Growth Preliminary Declaration shall list all required facilities necessary to fully serve the development and their timing and phasing which the developer must construct as conditions of any subsequent land use approval for the development.***

**Finding:** The Public Works Department reviewed the proposed Urban Growth Preliminary Declaration to identify those public facilities that must be constructed in order to fully serve the proposed development consistent with the City’s adopted Master Plans and Area Facilities Plans. Findings provided by the Public Works Department are included in **Attachment B**. The proposed development will be fully served by Public Facilities as required under SRC Chapter 200 as follows:

***I. SRC 200.055 – Street Improvements.***

SRC 200.055 requires development to be connected, through a linking street, to an adequate public street. An adequate linking street is defined under SRC 200.055(b) as the nearest point on a collector or arterial street which has, at a minimum, a 34 foot wide turnpike improvement within a 60 foot wide right-of-way.

Linking streets are required be extended from the development to an adequate public street by the shortest pre-planned route available. Specific locations and classifications of linking streets shall be based upon the street network adopted in the TSP, and as further specified in any Transportation Impact Analysis (TIA) prepared by Public Works staff during the adoption of the Urban Service Area or its amendments.

All streets abutting the boundary of a property shall be designed and constructed to the greater of the standards of SRC Chapter 803 and the standards of linking streets in SRC 200.055(b).

The subject property is bounded by Kuebler Boulevard SE on the south, Battle Creek Road SE on the west, and Reed Road SE on the northwest. A portion of Tax Lot 1600, near the northeast corner of the subject property, has frontage on Strong Road SE.

Kuebler Boulevard is designated as a Parkway street in the Salem Transportation System Plan (TSP). The standard for this street classification is an 80-foot-wide improvement within a 120-foot-wide right-of-way. The abutting portion of Kuebler Boulevard SE currently has an approximately 70-to-80-foot-wide improvement within a 120-to-150-foot-wide right-of-way. No access is available from the subject property to Kuebler Boulevard pursuant to access control restrictions.

Battle Creek Road SE and Reed Road SE are designated as Minor Arterial streets in the TSP. The standard for this street classification is a 46-foot-wide improvement within a 72-foot-wide right-of-way. The abutting portion of Battle Creek Road is currently improved to an approximate width of 20 to 46 feet within a 60-to-72-foot-wide right-of-way. The abutting portion of Reed Road SE currently has an approximately 20-foot-wide improvement within a 40-foot-wide right-of-way.

Strong Road SE is designated as a Collector street in the TSP. The standard for this street classification is a 34-foot-wide improvement within a 60-foot-wide right-of-way. The abutting portion of Strong Road is currently improved to an approximate width of 20 to 30 feet within a 40-to-60-foot-wide right-of-way.

The applicant shall construct the Salem Transportation System Master Plan improvements and link the site to existing facilities that are defined as adequate under SRC 200.005(a), as conditioned below:

- Condition 1:** Provide a Traffic Impact Analysis (TIA) pursuant to SRC 803.015. The following requirements for boundary street right-of-way dedication and street improvements represent the minimum necessary to meet SRC 200.055(c); additional transportation requirements may apply as specified in the TIA:
- a) Convey land for dedication of right-of-way along all boundary streets to equal the following distances from street centerline:
    - i) Battle Creek Road SE – 36 feet
    - ii) Reed Road SE – 36 feet
    - iii) Strong Road SE – 30 feet
  - b) Construct a 23-foot-wide half-street improvement along the entire frontage of Battle Creek Road SE and Reed Road SE.
  - c) Along Strong Road SE, construct a 15-foot-wide half-street improvement on the development side of centerline and a 15-foot-wide pavement widening on the opposite side of centerline along Strong Road SE.

## ***II. SRC 200.060 – Sewer Improvements.***

SRC 200.060 requires development to be linked to existing adequate sewer facilities through construction of sewer lines and pumping stations necessary to connect to such existing sewer facilities. The Public Works Department has identified the nearest available sewer facilities as located in Reed Road SE and Strong Road SE abutting the subject property.

Comments from the Public Works Department indicate existing sewer mains in Strong Road and Reed Road may not be available to serve the northernmost portion of the site because of topographic constraints. If off-site easements are needed and the applicant is unable to acquire easements from adjacent property owners, then the applicant shall follow the acquisition procedures established in SRC 200.050. The applicant shall construct the *Salem Wastewater Management Master Plan* improvements and link the site to existing facilities that are defined as adequate under SRC 200.005(a), as conditioned below:

- Condition 2:** Connect to the existing sewer mains in Strong Road SE and Reed Road SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

### ***III. SRC 200.065 – Storm Drainage Improvements.***

SRC 200.065 requires development to be linked to existing adequate storm drainage facilities through the construction of storm drain lines, open channels, and detention facilities that are necessary to connect to such existing storm drainage facilities. The Public Works Department has identified the nearest available public storm systems abutting Reed Road, Strong Road, and Kuebler Boulevard at the boundaries of the subject property. The West Middle Fork of Pringle Creek is located within the subject property.

**Condition 3:** Connect to the existing stormwater facilities abutting Strong Road SE, Reed Road SE, and Kuebler Boulevard SE. If off-site easements are needed because of topographic constraints, and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

### ***IV. SRC 200.070 – Water Improvements.***

SRC 200.070 requires development to be linked to existing adequate water service facilities through the construction of water distribution lines, reservoirs, and pumping stations that are necessary to connect to such existing water service facilities.

Comments from the Public Works Department indicate the subject property is located within the S-1 and S-2 water service levels and that the nearest adequate water main is located in Marietta Street near Fairview Industrial Drive, approximately 2,000 feet east of the subject property. The applicant shall be required to construct a minimum 18-inch S-1 water main connecting the Coburn Reservoir site to the nearest adequate S-1 water main, as specified in Condition 4.b.

The Water System Master Plan specifies that the subject property is to be served by the future Coburn Reservoir and future S-1 pump station. The subject property surrounds the site of the future Coburn Reservoir (Tax Lots 101 and 701). The existing reservoir site provides less than the two acres of land estimated to be needed for construction of the reservoir. Therefore, the applicant shall be required to reserve property abutting the reservoir site for future construction of Coburn Reservoir, as specified in Condition 4.a.

Temporary capacity is available at the Mill Creek Reservoir and Deer Park Pump Station through payment of a temporary access fee pursuant to SRC 200.080(a). In lieu of constructing Coburn Reservoir and Boone Road Pump Station, the applicant has the option of paying a temporary access fee. The temporary access fee for this area of the S-1 service area is based on approximately \$13,000,000 of improvements needed to serve 1,300 acres, totaling \$10,000 per acre. The area of the subject property within the S-1 service area is 43 acres, resulting in a temporary access fee \$430,000. The temporary access fee shall be reduced by the market value of the land conveyed for

Coburn Reservoir and the certified cost of the non-reimbursed off-site portion of the water main needed to serve the proposed development. Non-reimbursed costs for water mains abutting or within the subject property will not be part of the temporary access fee reduction. If the land value and certified costs exceed \$430,000, then the temporary access fee shall be \$0.

The applicant shall link the on-site system to existing facilities that are defined as adequate under SRC 200.005(a), as conditioned below:

**Condition 4:** As a condition of development in the S-1 water service level, the applicant shall:

- a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.
- b) Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.
- c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the *Water System Master Plan*; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

#### **V. SRC 200.075 – Park Sites.**

SRC 200.075 requires development to be adequately served by, and linked to, parks through the dedication of necessary park land and/or uninterrupted access to parks as required under the Salem Comprehensive Park System Master Plan.

No parks facilities are available to serve the proposed development. The Comprehensive Parks System Master Plan shows that a Neighborhood Park (NP 32) and Urban Park (UP 3) are planned on or near the subject property. SRC 200.075(b) establishes a Level of Service (LOS) for an adequate neighborhood park site as 2.25 acres per 1,000 population, utilizing an average



service radius of one-half mile. Based on the methodology described in comments from the Public Works Department (Attachment B), approximately 6.5 acres of neighborhood park land are needed in order to meet the LOS for the existing service area of approximately 180 acres of residentially-zoned property.

The applicant has proposed a park site located along Pringle Creek in the vicinity of Tax Lot 083W11D00200. Approximately 3 acres of the proposed park site provides only passive park uses because of its proximity to Pringle Creek. Therefore, consistent with the Parks Master Plan's maximum neighborhood park size of 10 acres, this park may have a size up to 10 acres because of the proposed park site's limited recreational uses in the 3 acres along the Pringle Creek.

The applicant shall reserve for dedication prior to development approval that property within the development site that is necessary for an adequate neighborhood park, as defined in SRC 200.075(b), as conditioned below:

**Condition 5:** Reserve property for dedication of neighborhood park facility not less than 6.5 acres in size. The park facility shall be located along Pringle Creek in the vicinity of Tax Lot 083W11D00200 or in an alternate location as approved by the Public Works Director.

## 8. Conclusion

Based upon review of SRC Chapter 200, the findings contained herein, and due consideration of the comments received, the Urban Growth Preliminary Declaration complies with the requirements for an affirmative decision.

### IT IS HEREBY ORDERED

The Urban Growth Preliminary Declaration request to determine the public facilities and infrastructure required to develop 68.14 acres northeast of the intersection of Kuebler Boulevard SE and Battle Creek Road SE for single family residential development, on property consisting of 8 tax lots totaling approximately 68.14 acres in size, zoned RA (Residential Agriculture), with Tax Lot 1600 being split zoned RA and PH (Public Health) and located at the 4700 Block of Battle Creek Road SE (Marion County Assessor map and tax lot numbers: 083W11D00100, 00200, 00202, 00400, 00500, 00601, 00602; 083W12B01600; and 083W12C00700) is hereby GRANTED subject to SRC Chapter 200 and the following conditions of approval:

**Condition 1:** Provide a Traffic Impact Analysis (TIA) pursuant to SRC 803.015. The following requirements for boundary street right-of-way dedication and street improvements represent the minimum necessary to meet SRC 200.055(c); additional transportation requirements may apply as specified in the TIA:

- a) Convey land for dedication of right-of-way along all boundary streets to equal the following distances from street centerline:

- i) Battle Creek Road SE – 36 feet
- ii) Reed Road SE – 36 feet
- iii) Strong Road SE – 30 feet
- b) Construct a 23-foot-wide half-street improvement along the entire frontage of Battle Creek Road SE and Reed Road SE.
- c) Along Strong Road SE, construct a 15-foot-wide half-street improvement on the development side of centerline and a 15-foot-wide pavement widening on the opposite side of centerline along Strong Road SE.

**Condition 2:** Connect to the existing sewer mains in Strong Road SE and Reed Road SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 3:** Connect to the existing stormwater facilities abutting Strong Road SE, Reed Road SE, and Kuebler Boulevard SE. If off-site easements are needed because of topographic constraints, and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the acquisition procedures established in SRC 200.050.

**Condition 4:** As a condition of development in the S-1 water service level, the applicant shall:

- a) Reserve property for dedication of an approximately 90 foot by 252 foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.
- b) Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.
- c) Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in the *Water System Master Plan*; or pay a temporary access fee pursuant to SRC 200.080(a). The temporary access fee shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0 (i) the

market value of the land conveyed pursuant to Condition 1.a above; and (ii) the certified cost of the non-reimbursed off-site portion of the water main constructed pursuant to Condition 1.b above.

**Condition 5:** Reserve property for dedication of neighborhood park facility not less than 6.5 acres in size. The park facility shall be located along Pringle Creek in the vicinity of Tax Lot 083W11D00200 or in an alternate location as approved by the Public Works Director.



---

Lisa Anderson-Ogilvie, AICP  
Planning Administrator

Attachments: A. Vicinity Map  
B. Salem Public Works Department Comments

Application Deemed Complete:	<u>May 25, 2017</u>
Notice of Decision Mailing Date:	<u>August 31, 2017</u>
Decision Effective Date:	<u>September 16, 2017</u>
State Mandated Decision Date:	<u>October 22, 2017</u>

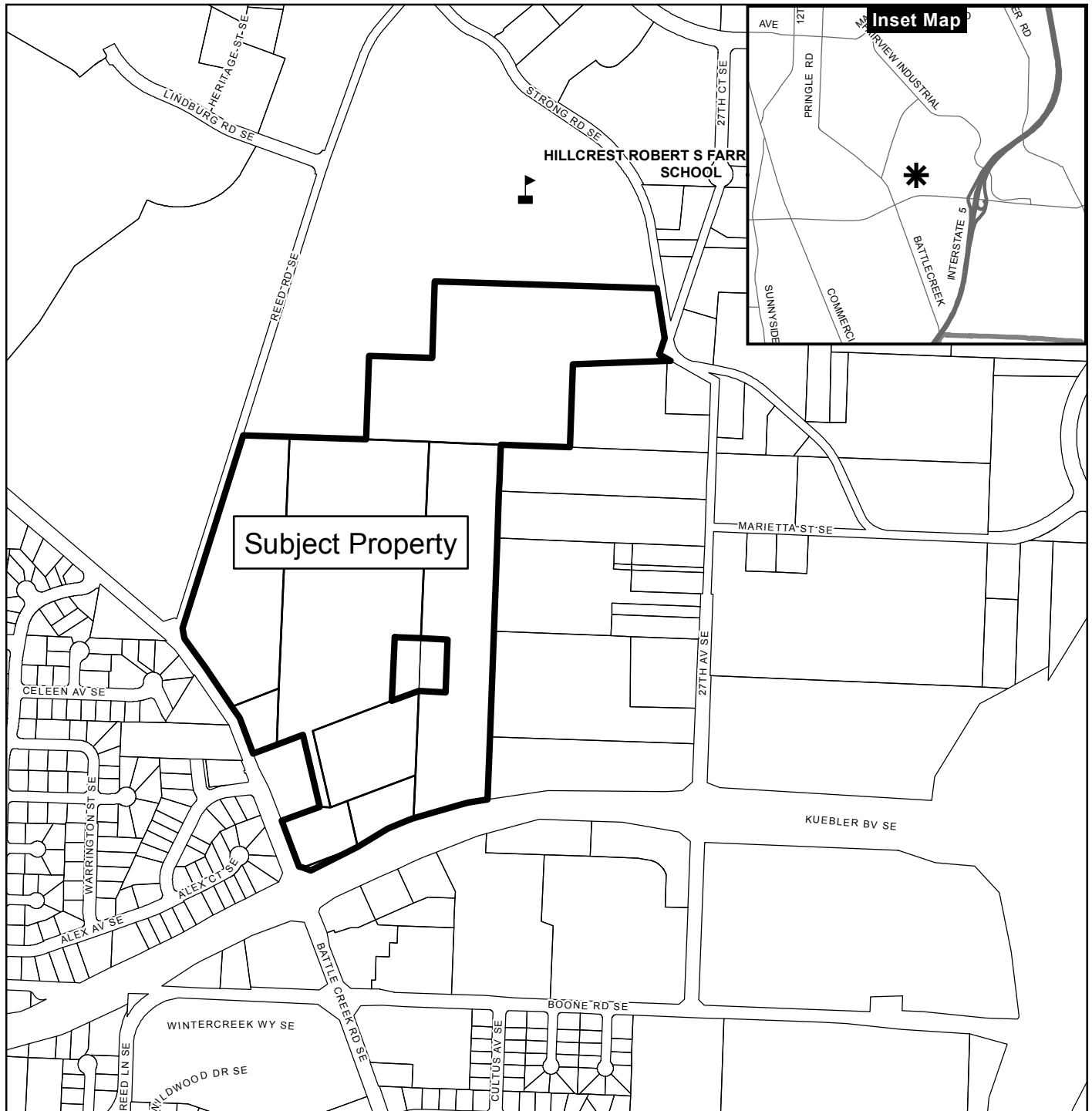
The rights granted by this decision must be exercised, or an extension granted, by **September 16, 2019** or this approval shall be null and void.

OA copy of the complete Case File is available for review during regular business hours at the Planning Division office, 555 Liberty Street SE, Room 305, Salem OR 97301.






This decision is final unless written appeal from a party with standing to appeal, along with the appeal fee, is filed with the City of Salem Planning Division, Room 305, 555 Liberty Street SE, Salem, Oregon 97301, no later than **Friday, September 15, 2017, 5:00 p.m.** The notice of appeal must contain the information required by SRC 300.1020. The notice of appeal must be filed in duplicate with the City of Salem Planning Division. The appeal fee must be paid at the time of filing. If the notice of appeal is untimely and/or lacks the proper fee, the notice of appeal will be rejected. The Salem City Council will review the appeal at a public hearing. The City Council may amend, rescind, or affirm the action or refer the matter to staff for additional information.

# Vicinity Map

## 4700 Block of Battle Creek Road SE et al



### Legend

-  Taxlots
-  Urban Growth Boundary
-  City Limits
-  Outside Salem City Limits
-  Historic District
-  Schools

 Parks

**CITY OF Salem**  
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Community Development Dept.

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**TO:** Christopher Green, Planner II  
Community Development Department

**FROM:** Glenn J. Davis, PE, CFM, Chief Development Engineer  
Public Works Department 

**DATE:** August 29, 2017

**SUBJECT:** **PUBLIC WORKS RECOMMENDATIONS (REVISED)**  
**UGA 17-03 (17-108503)**  
**4700 BLOCK OF BATTLE CREEK ROAD SE**  
**PRELIMINARY DECLARATION FOR URBAN GROWTH AREA**

## PROPOSAL

An Urban Growth Preliminary Declaration request to determine the public facilities and infrastructure required to develop 68.14 acres northeast of the intersection of Kuebler Boulevard SE and Battle Creek Road SE for single family residential development.

The subject property consists of 8 tax lots totaling approximately 68.14 acres in size, zoned RA (Residential Agriculture), with Tax Lot 1600 being split zoned RA and PH (Public Health) and located at the 4700 Block of Battle Creek Road SE (Marion County Assessor map and tax lot numbers: 083W11D00100, 00200, 00202, 00400, 00500, 00601, 00602; 083W12B01600; and 083W12C00700).

## SUMMARY OF FINDINGS

1. As a condition of development in the S-1 water service level, applicant will be required to:
  - a. Reserve property for dedication of an approximately 90-foot by 252-foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 for future construction of Coburn Reservoir.
  - b. Construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.
  - c. Construct Coburn Reservoir, Boone Road S-1 Pump Station, and S-1 connecting water mains as indicated in *Water System Master Plan*; or pay a Temporary Access Fee (TAF) pursuant to SRC 200.080(a). The TAF shall be \$10,000 per acre of land being developed within the S-1 service area. The TAF is not due for land conveyed to the City. The TAF shall be subtracted by the following, but shall not be less than \$0:
    - i. the market value of the land conveyed in condition 1a above; and
    - ii. the certified cost of the non-reimbursed off-site portion of the water main in condition 1b above.



## MEMO

2. Reserve property for dedication of neighborhood park facility not less than 6.5 acres in size. The park facility shall be located along Pringle Creek in the vicinity of tax lot 083W11D00200 or in an alternate location as approved by the Public Works Director.
3. Provide a Traffic Impact Analysis (TIA) pursuant to SRC 803.015. The following requirements for boundary street right-of-way dedication and street improvements represent the minimum necessary to meet SRC 200.055(c); additional transportation requirements may apply as specified in the TIA:
  - a. Convey land for dedication of right-of-way along all boundary streets to equal the following distances from the street centerline: Battle Creek Road SE—36 feet; Reed Road—36 feet; and Strong Road—30 feet.
  - b. Construct a 23-foot-wide half-street improvement along the entire frontage of Battle Creek Road SE and Reed Road SE.
  - c. Construct a 15-foot-wide half-street improvement on the development of centerline and a 15-foot-wide pavement widening on the opposite side of centerline along Strong Road SE.
4. Connect to the existing sewer mains in Strong Road SE and Reed Road SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the procedures established in SRC 200.050.
5. Connect to the existing stormwater facilities abutting Strong Road SE, Reed Road SE, and Kuebler Boulevard SE. If off-site easements are needed because of topographic constraints and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the procedures established in SRC 200.050.

### **FACTS AND FINDINGS**

**Traffic Impact Analysis**—As a requirement of development, the applicant may be required to provide a Traffic Impact Analysis to identify the impacts of this proposed development on the public transportation system in the area, and construct any necessary mitigation measures identified in that report (OAR 660-12-0000 et seq.; SRC 803.015).

### **Water**

1. **Existing Conditions**
  - a. The subject property is located within the S-1 and S-2 water service levels.
  - b. A 12-inch water line in the S-2 service level is located in Kuebler Boulevard SE. Mains of this size generally convey flows of 2,100 to 4,900 gallons per minute.

### **Sanitary Sewer**

1. **Existing Conditions**

- a. A 15-inch sewer line is located in Reed Road SE.
- b. A 24-Inch sewer line is located in 27<sup>th</sup> Avenue SE.

### Storm Drainage

- 1. Existing Condition—Drainage patterns in this area are generally conveyed into Pringle Creek. The property is on a ridge in which the drainage flows either to the northwest toward the West Middle Fork of Pringle Creek or northeast toward Strong Road SE or southeast toward Kuebler Boulevard SE.
- 2. At the time of development, the applicant shall be required to design and construct a storm drainage system for areas of replaced and new impervious surfaces. If the development proposal meets the definition of a large project, as defined in SRC 71.005(a) (11), the applicant shall provide a storm drainage system that provides treatment and flow control as required by the 2014 PWDS.

### Streets

- 1. Reed Road SE
  - a. Standard—This street is designated as a Minor Arterial street in the Salem TSP. The standard for this street classification is a 46-foot-wide improvement within a 72-foot-wide right-of-way.
  - b. Existing Condition—This street has an approximate 20-foot improvement within a 40-foot-wide right-of-way abutting the subject property.
- 2. Battle Creek Road SE
  - a. Standard—This street is designated as a Minor Arterial street in the Salem TSP. The standard for this street classification is a 46-foot-wide improvement within a 72-foot-wide right-of-way.
  - b. Existing Condition—This street has an approximate 20-foot to 46-foot improvement within a 60-foot to 72-foot-wide right-of-way abutting the subject property.
- 3. Kuebler Boulevard SE
  - a. Standard—This street is designated as a Parkway street in the Salem TSP. The standard for this street classification is an 80-foot-wide improvement within a 120-foot-wide right-of-way.
  - b. Existing Condition—This street has an approximate 70-foot to 80-foot improvement within a 120-foot to 150-foot-wide right-of-way abutting the subject property.
  - c. Access control—No driveway access will be granted onto Kuebler Boulevard SE.



#### 4. Strong Road SE

- a. Standard—This street is designated as a Collector street in the Salem TSP. The standard for this street classification is a 34-foot-wide improvement within a 60-foot-wide right-of-way.
- b. Existing Condition—This street has an approximate 20-foot to 30-foot improvement within a 40-foot to 60-foot-wide right-of-way abutting the subject property.

#### Parks

No parks facilities are available to serve the proposed development. The Comprehensive Parks System Master Plan shows that a Neighborhood Park (NP 32) and Urban Park (UP 3) are planned on or near the subject property.

#### CRITERIA AND FINDINGS

##### SRC 200.055—Standards for Street Improvements

**Findings:** An adequate linking street is defined as the nearest point on a street that has a minimum 60-foot-wide right-of-way with a minimum 30-foot improvement for local streets or a minimum 34-foot improvement for major streets (SRC 200.055(b)). All streets abutting the property boundaries shall be designed to the greater of the standards of SRC Chapter 803 and the standards of linking streets in SRC 200.055(b). Battle Creek Road SE meets the criteria for an adequate linking street.

Pursuant to SRC 200.055(d), boundary street improvements and right-of-way dedication are required along Battle Creek Road SE, Reed Road SE, and Strong Road SE based on their street classification. Additional street improvements may be required as specified in the TIA.

##### SRC 200.060—Standards for Sewer Improvements

**Findings:** The proposed development shall be linked to adequate facilities by the construction of sewer lines and pumping stations, which are necessary to connect to such existing sewer facilities (SRC 200.060). The nearest available sewer facilities appear to be located in Reed Road SE and Strong Road SE abutting the subject property. The applicant shall construct the *Salem Wastewater Management Master Plan* improvements and link the site to existing facilities that are defined as adequate under 200.005(a).

Existing sewer mains in Strong Road SE and Reed Road SE may not be available to serve the northernmost portion of the site because of topographic constraints. If off-site easements are needed and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the procedures established in SRC 200.050.

##### SRC 200.065—Standards for Storm Drainage Improvements



**Findings:** The proposed development shall be linked to existing adequate facilities by the construction of storm drain lines, open channels, and detention facilities which are necessary to connect to such existing drainage facilities. The nearest available public storm systems appear to be abutting Reed Road SE, Strong Road SE, and Kuebler Boulevard SE. The West Middle Fork of Pringle Creek is located within the subject property. The applicant shall link the on-site system to existing facilities that are defined as adequate under SRC 200.005(a).

Existing stormwater facilities may not be available to serve the northernmost portion of the site because of topographic constraints. If off-site easements are needed and the applicant is unable to acquire easements from adjacent property owner(s), then the applicant shall follow the procedures established in SRC 200.050.

#### **SRC 200.070—Standards for Water Improvements**

**Findings:** The proposed development shall be linked to adequate facilities by the construction of water distribution lines, reservoirs, and pumping stations that connect to such existing water service facilities (SRC 200.070). The applicant shall provide linking water mains consistent with the *Water System Master Plan* adequate to convey fire flows to serve the proposed development as specified in the Water Distribution Design Standards. The nearest adequate water main is located in Marietta Street SE near Fairview Industrial Drive SE, approximately 2,000 feet east of the subject property. The applicant shall be required to construct a minimum 18-inch S-1 water main from the terminus of the existing S-1 water main in Marietta Street SE near Fairview Industrial Drive SE to the Coburn Reservoir site.

The Water System Master Plan specifies that the subject property is to be served by the future Coburn Reservoir and future Boone Road S-1 pump station. The subject property surrounds the site of the future Coburn Reservoir (tax lots 083W12C00701 and 083W11D00101). The existing reservoir site does not provide two acres of land needed for construction of the reservoir. Therefore, the applicant shall be required to reserve property for dedication of an approximately 90-foot by 252-foot area of land abutting the north line of tax lots 083W12C00701 and 083W11D00101 as shown on Attachment 1 for future construction of Coburn Reservoir.

Temporary capacity is available in the Mill Creek Reservoir and Deer Park Pump Station through payment of a temporary access fee pursuant to SRC 200.080(a). In lieu of constructing Coburn Reservoir and Boone Road Pump Station, the applicant has the option of paying a temporary access fee. The temporary access fee for this area of the S-1 service area is based on approximately 13 million dollars of improvements needed to serve 1,300 acres, totaling \$10,000 per acre. The S-1 area of the subject property is 43 acres, resulting in a temporary access fee of \$430,000. The temporary access fee shall be reduced by the market value of the land conveyed for Coburn Reservoir and by the certified cost of the non-reimbursed off-site portion of the water main needed to serve the proposed development. Non-reimbursed costs for water mains abutting or within the subject property will not part of the temporary access fee reduction. If the land value and certified costs exceed \$430,000, then the temporary access fee shall be \$0.

#### **SRC 200.075—Standards for Park Sites**

**Findings:** The applicant shall reserve for dedication prior to development approval that property within the development site that is necessary for an adequate neighborhood park, access to such park, and recreation routes, or similar uninterrupted linkages, based upon the Salem Comprehensive Parks System Master Plan.

No parks facilities are available to serve the proposed development. The Comprehensive Parks System Master Plan shows that a Neighborhood Park (NP 32) and Urban Park (UP 3) are planned on or near the subject property. The applicant shall reserve property for dedication of neighborhood park facility NP-32 based on sizing criteria established in SRC 200.075(b).

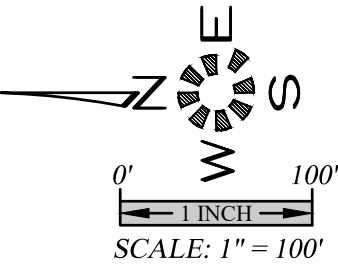
The park sizing methodology is as follows:

- The park size shall be 2.25 acres per 1,000 population (SRC 200.075(b))
- The park service area is 180 acres based on the area of residentially zoned property that can be served within an average half-mile radius.
- Single-family residential development density is 6.3 dwelling units per net acre (Table 5 of draft *Salem Housing Needs Analysis* dated December 2014).
- According to the U.S. Census, the average household size in Salem in 2010 was 2.55 people (p16 of draft *Salem Housing Needs Analysis* dated December 2014).
- The minimum park size is 6.5 acres based on 2.55 people per dwelling multiplied by 6.3 dwellings per acre multiplied by 180 acres of park service area multiplied by 2.25 acres of park size per 1,000 population.
- The proposed park site is located within along Pringle Creek in the vicinity of tax lot 083W11D00200. An alternate location may be selected as approved by the Public Works Director.
- Approximately 3 acres of the proposed park site provides only passive park uses because of its proximity to Pringle Creek. Therefore, consistent with the Parks Master Plan's maximum neighborhood park size of 10 acres, this park may have a size up to 10 acres because of the proposed park site's limited recreational uses in the 3 acres along the Pringle Creek.

cc: File



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6234P P102.DWG

Design: M.D.G.  
Drawn: P.H.S.  
Checked: J.J.G.  
Date: JUNE 2018  
Scale: AS SHOWN

REGISTERED PROFESSIONAL  
ENGINEER  
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OREGON  
JULY 14, 1978  
MARK D. GREVIL  
EXPIRES: 06-30-2019

JOB # 6234

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SALEM



MARION COUNTY, OREGON  
NW1/4 SEC12 T8S R3W W.M.  
SCALE 1" = 200'

LEGEND

- LINE TYPES
- Taxot Boundary
  - Road Right-of-Way
  - Railroad Right-of-Way
  - Private Road ROW
  - Subdivision/Plat Boundary
  - Waterline - Taxot Boundary
  - Waterline - Non Boundary
  - Historical Boundary
  - Easement
  - Railroad Centerline
  - Intercode Line
  - Map Boundary
- SYMBOL TYPES
- Survey Monument
  - Road Station
  - DIC Corner
  - 1/16th Section Cor
  - 1/4 Section Cor
  - 16.15
  - Section Corner
  - 21.22

NUMBERS

Tax Code Number

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Acres listed are Net Acres excluding any portions of the block within public ROWs

NOTES

If a tick mark is indicated on the end of a line, then the dimension goes to the tick mark. This is used when dimensions extend into public right-of-ways.

CANCELLED NUMBERS

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PLOT DATE: 7/7/2016

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08 3W 12B

SEE MAP 083W11

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SEE MAP 083W12A

SEE MAP 083W10

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SEE MAP 083W02

SEE MAP 083W10C

SEE MAP 083W01

SEE MAP 083W12C

FAIRVIEW

INDUSTRIAL PARK

INDUSTRIAL

INDUSTRIAL DRIVE

27TH COURT

27TH STREET

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REED ROAD

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UNION

AIRWAY

FAIRVIEW

INDUSTRIAL DRIVE

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SEE MAP  
083W11B

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SEE MAP  
083W11B

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SEE MAP  
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08 3W 12C  
SALEM

MARION COUNTY, OREGON  
SW1/4 SEC12 T8S R3W W.M.  
SCALE 1" = 200'

LEGEND

- LINE TYPES
- Tavel Boundary
  - Road Right-of-Way
  - Railroad Right-of-Way
  - Private Road ROW
  - Subdivision/Plat Boundary
  - Waterline - Tavel Boundary
  - Waterline - Non Boundary
- SYMBOL TYPES
- Survey Monument
  - Road Station
  - D/C Corner
  - 1/4 Section Cor
  - 1/4 Section Cor
  - Section Corner
  - 21 22

NUMBERS  
Tax Code Number  
000 00 00 0

ACREAGE  
All acres listed are Net Acres, excluding any  
0.00 AC  
portions of the lands within public ROWs

NOTES  
Tick Marks - If a tick mark is indicated on the end of a line,  
then the dimension goes to the tick mark. This is used  
when dimensions extend into public right-of-ways

CANCELLED NUMBERS

- 702
- 701
- 700
- 699
- 698
- 697
- 696
- 695
- 694
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