



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

(For office use only)
 Permit #

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:

TYPE II - SUBDIVISION APPLICATION - MEREDITH HEIGHTS

Work site location and information

Street address or location of subject property	1440 BOONE RD AND 1450 BOONE RD, SALEM, OREGON 97306
Total size of subject property	0.68 Before ROW Dedication
Assessor tax lot numbers	083W14BB00200 and 083W14BB00100
Existing use structures and/or other improvements on site	Houses on sites
Zoning	RA
Comprehensive Plan Designation	
Project description	DEVELOP 0.667ACRES IN TO 8 RESIDENTIAL LOTS

People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	SALEM PROPERTIES OF DE LLC	5305 River Rd N STE B Keizer OR 97303	816-590-7801 pichgroupinvestmentsllc@gmail.com
Agent	GERALD HORNER	PO BOX 9032, SALEM OR 97305	503-304-0905 jer.willengr@juno.com

Project information

Project Valuation for Site Plan Review	
Neighborhood Association	Morningside
Have you contacted the Neighborhood Association?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Date Neighborhood Association contacted	11/3/21
Describe contact with the affected Neighborhood Association <small>(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.)</small>	Email with proposed subdivision. Plan was emailed to Geoffrey James, Land Use Chairman
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

***If the applicant and/or property owner is a Limited Liability Company (LLC), please also provide a list of all members of the LLC with your application.**

Copyright release for government entities: I hereby grant permission to the City of Salem to copy, in whole or part, drawings and all other materials submitted by me, my agents, or representatives. This grant of permission extends to all copies needed for administration of the City's regulatory, administrative, and legal functions, including sharing of information with other governmental entities.

Authorizations: Property owners and contract purchasers are required to authorize the filing of this application and must sign below.

- All signatures represent that they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.
- I (we) hereby grant consent to the City of Salem and its officers, agents, employees, and/or independent contractors to enter the property identified above to conduct any and all inspections that are considered appropriate by the City to process this application.
- I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property:

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: Don Edwards

Date: 7-25-22

Print Name: Don Edwards

Address (include ZIP): 5305 River Rd N STE B, Keizer OR 97303

Authorized Signature: _____

Date: _____

Print Name: Don Edwards

Address (include ZIP): _____

(For office use only)

Received by

Date:

Receipt Number:

Not using Internet Explorer?

Save the file to your computer and email to planning@cityofsalem.net.



Tree Conservation Plan Application

Planning/Permit Application Center
 City Hall / 555 Liberty St. SE / Room 320 / Salem, OR 97301-3513
 503-588-6173 * planning@cityofsalem.net

(For office use only)
 Permit #:

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.

Work site location and information

Street address or location of subject property	
Lot size	
Proposed use or type of development	

People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	SALEM PROPERTIES OF DE LLC	5305 River Rd N STE B Keizer OR 97303	816-590-7801 pichegroupinvestmentsllc@gmail.com

Project information

How many trees are on the property (10" or more dbh)? (Tree means any living, standing, woody plant that grows to 15 feet or more in height, typically with one main stem called a trunk, which is 10 inches or more in dbh, and possesses an upright arrangement of branches and leaves (SRC 808.005(n)). dbh means diameter at breast height. Diameter at breast height is a tree's diameter measured in inches at 4½ feet above grade.).	
How many trees are proposed for removal? Removal means to cut down a tree or remove 30% or more of the crown, trunk, or root system of a tree; or to damage a trees so as to cause the tree to decline or die.	
How many trees are proposed for preservation?	
What percentage of the total trees will be preserved?	
If any riparian corridors are present on the site, name of the waterway The riparian corridor boundary is measured 50 feet horizontally from the top of bank on each side of a stream with the exception of the Willamette River, which measures 75 feet horizontally from the top of bank.	
How many trees within a riparian corridor are proposed for removal?	
What type of native vegetation within a riparian corridor proposed for removal? A list of native vegetation can be found in the Tree and Vegetation Technical Manual (SRC 808.005(o)).	
How many Oregon White Oaks 24" or more dbh are proposed for removal?	

Authorization by property owner(s)/applicant

***If the applicant and/or property owner is a Limited Liability Company (LLC), please also provide a list of all members of the LLC with your application.**

Copyright release for government entities: I hereby grant permission to the City of Salem to copy, in whole or part, drawings and all other materials submitted by me, my agents, or representatives. This grant of permission extends to all copies needed for administration of the City's regulatory, administrative, and legal functions, including sharing of information with other governmental entities.

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:** _____

Submittal requirements

- 1) **Site Plan:** Of a size and form and in the number of copies meeting the standards established by the Planning Administrator, containing information found in SRC 808.035(c)(1).
- 2) **Written Statement:** If the proposed tree conservation plan results in removal of significant trees, trees or native vegetation in a riparian corridor or shows preservation of less than 25 percent of the trees on site, a statement shall be provided demonstrating that there are no reasonable design alternatives that would enable preservation of such trees.
- 3) **Additional items that may be submitted or requested:** When a riparian corridor is located on the property, the tree conservation plan shall include the information found in SRC 808.035(c)(2).

Appeal and review

The decision on a Tree Conservation Plan may be appealed, pursuant to SRC 300.1010. Only the applicant or the owner of the subject property have standing to appeal the decision of a Tree Conservation Plan. The decision of Hearings Officer on appeal shall be the final decision of the City.

Not using Internet Explorer?
Save the file to your computer and email to planning@cityofsalem.net.



Trip Generation Estimate

Street _____

Bin # _____ TGE # _____

Date Received _____

Section 1 (To be completed by applicant.)

Applicant Name: Salem Properties of DE LLC Telephone: 816-590-7801

Applicant Mailing Address: 5305 River Rd N STE B, Keizer OR 97303

Location of New Development: 1440 Boone Rd and 1450 Boone Rd, Salem Oregon 97306

(Please provide street address. If unknown, provide approximate address and geographical description/nearest cross streets.)

Description and Size of New Development: Develop 0.667 Acres in to 5 lots

(e.g., 150 single-family homes, 20,000 sq. ft. office addition, 12-pump gas station, 50-student day care, additional parking, etc.)

Description and Size of Existing/Past Development, if any (note whether to remain or be removed): _____

Houses on Site to be removed

Planning Action Involved, if any: Subdivision Building Permit Involved: Yes No

(e.g., zone change, subdivision, partition, conditional use, PUD, mobile home park, etc.)

Section 2 (To be completed by City staff.)

Proposed Use	Existing Use
Development Quantity: _____	Development Quantity: _____
ITE Land Use Code: _____	ITE Land Use Code: _____
Trip Generation Rate/Equation: _____	Trip Generation Rate or Equation: _____
Average Daily Trips: _____	Average Daily Trips: _____
ELNDT Adjustment Factors	ELNDT Adjustment Factors
Trip Length: _____ Linked Trip: _____	Trip Length: _____ Linked Trip: _____
TSDC Trips: _____	TSDC Trips: _____

Section 3 (To be completed by City staff.)

Transportation Impact Analysis (TIA)	Transportation Systems Development Charge
Net Increase in Average Daily Trips: _____ (Proposed use minus existing use.)	Net Increase in TSDC Trips: _____ (Proposed use minus existing use.)
<input type="checkbox"/> A TIA will be required:	<input type="checkbox"/> A TSDC will be required. (Fee determined by Development Services.)
<input type="checkbox"/> Arterial/Collector—1000 Trip/day Threshold	
<input type="checkbox"/> Local Street/Alley—200 Trip/day Threshold	
<input type="checkbox"/> Other: _____	
<input type="checkbox"/> A TIA will not be required.	<input type="checkbox"/> A TSDC will not be required.

(For additional information, refer to the back of this application.)

Section 4 (To be completed by City staff.)

Remarks: _____ Date: _____

- cc: Chief Development Services Engineer
 Community Development
 Building Permit Application

By: _____

Information Required to Assess the Need for a Traffic Impact Analysis and Transportation Systems Development Charge



The following information is required in order to assess the need for a Traffic Impact Analysis (TIA) and to calculate the Transportation Systems Development Charge (TSDC) to be levied on a proposed new development.

TIA Determination:

The City of Salem may require that a TIA be prepared as part of the approval process for major new development. The purpose of a TIA is to estimate the traffic impacts created by a new development on the surrounding street system. Any significantly adverse traffic impacts identified in the TIA must be mitigated by the applicant.

The estimated daily traffic generation of a new development is used as the criteria for determining whether a TIA is needed. If the new development access is located on an arterial or collector and the estimated daily traffic generation is more than 1000 trips, a TIA may be required. If access is located on a local street or alley and the generated trips exceed 200, a TIA may be required. Other criteria such as site access issues, driveway restrictions, and existing facilities deficiencies may also be used, if recommended by City Traffic Engineering staff.

The City Traffic Engineer makes the determination as to whether a TIA is required. (For more information on TIA criteria, see Development Bulletin No. 19 dated January 20, 1995.) When the determination has been made, copies of the Trip Generation Estimate form are sent to Public Works Development Services Division and the applicant. If a planning action is required, a copy is also forwarded to the Community Development Department.

TSDC Analysis:

The City of Salem charges a TSDC on all new development that creates a net increase in traffic on the surrounding street system. The total charge is assessed on a per trip fee times the TSDC trips calculated for the development. For more information on the TSDC, see Council Staff Report dated October 9, 1995.

To assist in estimating the daily trips generated by a new development, please answer the questions in Section 1 of this sheet and return it to Room 325 of the Civic Center. If you have any questions, Traffic Engineering staff are available at 503-588-6211. A copy of the completed trip generation estimate will be returned to you at the address provided in Section 1.

No Land Use, Planning, or Development Approval applications requiring Trip Generation Estimates will be processed until this information has been provided and the TIA/TSDC assessment has been made by City Traffic Engineering staff.

ARTICLES OF ORGANIZATION



Corporation Division
www.filinginoregon.com

E-FILED
Oct 01, 2021
OREGON SECRETARY OF STATE

REGISTRY NUMBER

187677597

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

1. ENTITY NAME

SALEM PROPERTIES OF DE, LLC

2. MAILING ADDRESS

5305 RIVER RD N STE B
KEIZER OR 97303 USA

3. PRINCIPAL PLACE OF BUSINESS

5305 RIVER RD N STE B
KEIZER OR 97303 USA

4. NAME & ADDRESS OF REGISTERED AGENT

75788399 - REGISTERED AGENTS INC

5305 RIVER RD N STE B
KEIZER OR 97303 USA

5. ORGANIZERS

RILEY PARK

5305 RIVER RD N STE B
KEIZER OR 97303 USA

6. INDIVIDUALS WITH DIRECT KNOWLEDGE

DON EDWARDS

5305 RIVER RD N STE B
KEIZER OR 97303 USA

7. INITIAL MEMBERS/MANAGERS

MEMBER

DON EDWARDS

5305 RIVER RD N STE B
KEIZER OR 97303 USA

8. DURATION

PERPETUAL



9. MANAGEMENT

This Limited Liability Company will be member-managed by one or more members

10. OPTIONAL PROVISIONS

The company elects to indemnify its members, managers, employees, agents for liability and related expenses under ORS 63.160 to 63.170.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. 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.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

RILEY PARK

TITLE

ORGANIZER

DATE SIGNED

10-01-2021

RECORDING REQUESTED BY:



315 Commercial St SE, Ste 150
Salem, OR 97301

REEL 4550 PAGE 127
MARION COUNTY
BILL BURGESS, COUNTY CLERK
10-12-2021 12:23 pm.
Control Number 677286 \$ 96.00
Instrument 2021 00059804

AFTER RECORDING RETURN TO:

Order No.: 471821109550-BA
Donald Edwards
Salem Properties of DE, LLC, an Oregon limited liability company
7604 E Truman Road
Kansas City, MO 64126

SEND TAX STATEMENTS TO:

Salem Properties of DE, LLC, an Oregon limited liability company
7604 E Truman Road
Kansas City, MO 64126

APN: 575254
Map: 083W14BB00200

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Mikel Darras and Carrie M. Darras, Grantor, conveys and warrants to **Salem Properties of DE, LLC, an Oregon limited liability company**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Marion, State of Oregon:

Beginning on the North line of Lot 8, GRABENHORST FRUIT FARMS, in the City of Salem, County of Marion and State of Oregon, at a point that is 212 feet Easterly of the Northwest corner of said Lot; thence Southerly parallel with the West line of said Lot a distance of 200 feet; thence Easterly parallel with the North line of said lot a distance of 64 feet; thence Northerly parallel with said West line a distance of 200 feet to the North line of said Lot; thence Westerly along the said North line a distance of 64 feet to the place of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (**\$175,000.00**). (See ORS 93.030).

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 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.

TT - 471821109550

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10/11/21

[Signature]
Mikel Darras

[Signature]
Carrie M. Darras

State of Oregon
County of Marion

This instrument was acknowledged before me on 10/11/2021 by Mikel Darras and Carrie M. Darras.

[Signature]
Notary Public - State of Oregon

My Commission Expires: Sept. 16, 2024



EXHIBIT "A"
Exceptions

Subject to:

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.

Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.

Reservation of easement for water main as set forth in deed

Recording Date: March 7, 1949
Recording No.: Book 401, Page 310

Outside Service Agreement, including the terms and provisions thereof,

Recording Date: December 8, 1982
Recording No.: Reel 297, Page 180

REEL: 4550

PAGE: 127

October 12, 2021, 12:23 pm.

CONTROL #: 677286

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

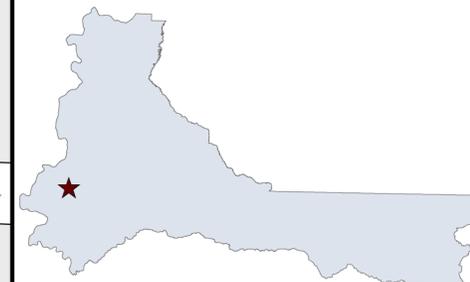
FEE: \$ 96.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

08 3W 14BB

08 3W 14BB
SALEM



MARION COUNTY, OREGON
NW1/4 NW1/4 SEC14 T8S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

- Taxlot Boundary
- Road Right-of-Way
- Railroad Right-of-Way
- Private Road ROW
- Subdivision/Plat Bndry
- Waterline - Taxlot Bndry
- Historical Boundary
- Easement
- Railroad Centerline
- Taxcode Line
- Map Boundary
- Waterline - Non Bndry

CORNER TYPES

- + 1/16TH Section Cor.
- ⊙ DLC Corner
- ⊕ 1/4 Section Cor.
- ⊕ Section Corner
- 16 15
- 21 22

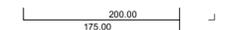
NUMBERS

Tax Code Number
00 00 0

Acreege
0.25 AC All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



CANCELLED NUMBERS

601	2001	3500
603	2100	3700
701	2101	3800
801	2200	3800S1
900	2201	3900
1000	2300	
1400	2400	
1500	2401	
1600S1	2501	
1700S1	2601	
1701	2701	
1702	2801	
1800	3200A1	
1801	3201	
1802	3301	
1900	3302L1	
2000	3401	

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

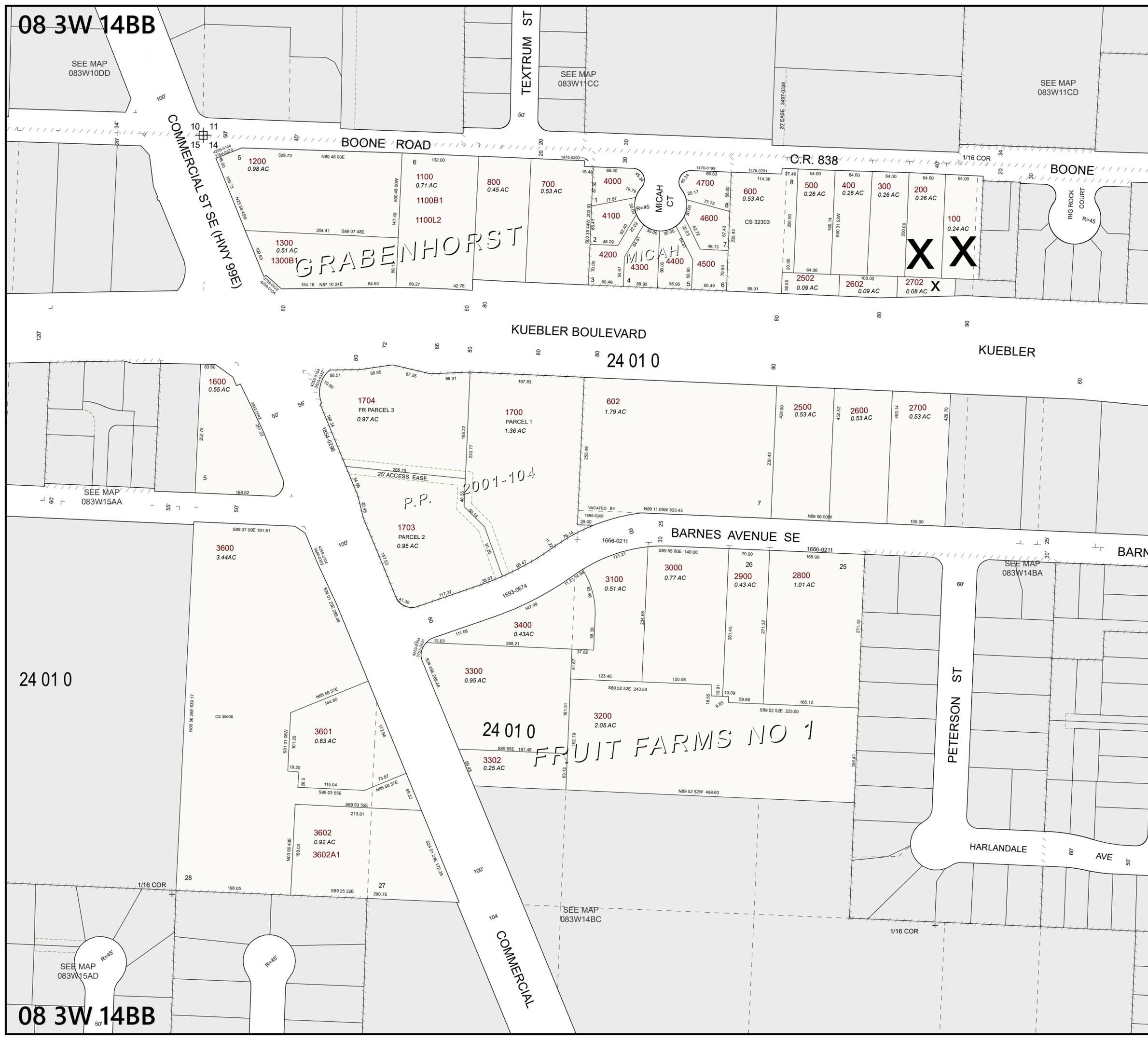


Assessors Office
Cartography Dept

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.marion.or.us

PLOT DATE: 10/16/2020

SALEM
08 3W 14BB



SEE MAP 083W10DD

SEE MAP 083W11CC

SEE MAP 083W11CD

SEE MAP 083W15AA

SEE MAP 083W14BA

SEE MAP 083W14BC

SEE MAP 083W15AD

08 3W 14BB

MARION COUNTY
SUBDIVISION/CONDOMINIUM NAME REQUEST

Marion County Surveyor – 5155 Silverton Road NE, Salem, OR 97305
Fax: 503-588-7970 Phone: 503-588-5155 Email: MarionCountySurveyor@co.marion.or.us

Proposed Subdivision Name*: (Please do not use the word "Subdivision" as part of the name.)

NOTE: Reserved names expire 2 years from original approval date.

***Subject to consent by prior party if name was previously used
in a recorded plat. as outlined in ORS 92.090(1).**

Applicant Name: Bill Stanley

Address: 1440 Boone Rd
Salem, Oregon 97306

Owner/Developer: Bill Stanley

Phone: 971-218-6829 Date: 6-17-2021

Location: Is the subdivision in a city? Yes No

City Name: Salem

Section: 14 Township: 8S Range: 3W

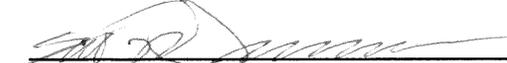
Office Use Only

Date Received: 6/17/21

The Proposed Name is: **Meredith Heights**

 Approved as Submitted **(approval expires in 2 years)**

 Not Approved for the following reason(s):

 Date 6/18/2021
Marion County Surveyor

Gerald Horner

From: Gerald Horner [jer.willengr@juno.com]
Sent: Friday, November 05, 2021 6:08 AM
To: 'geoffreyjames@comcast.net'
Cc: 'Michel Piche'; 'Olivia Dias'
Subject: Informing you of a proposed 5 lot subdivision along Boone Road
Attachments: C1 Tentative Site Plan.pdf

Hello Geoffrey,

Expect you have been well. I remember the Fifty Oaks Project with you.

I am the engineer for a proposed 5 lot subdivision at 1440 and 1450 Boone Road SE, Salem, Or.

We are soon making Subdivision Application to City of Salem and would like to inform the Morningside Neighborhood Association of our plans.

One non-typical item is that we propose to sprinkle the two rear lots 4 and 5 in lieu of constructing a fire truck turnaround.

Another non-typical item of the proposed project is that there are two small parcels owned by Salem on the South and will become part of Lot 5. These small Parcels are remnants from the Kuebler Boulevard Project. Our team is working with City of Salem to incorporate the parcels into our project and eliminate their existence.

Please contact me if you would like to discuss more.

Jerry Horner
Willamette Engineering, Inc.
PO Box 9032
Salem, Or 97305
PH: 503-304-0905
Fax: 503-304-9512
Email: jer.willengr@juno.com

Great news! Your formation documents have been approved by the State, and you can now do business using the name of your new LLC! To assist you further, we have enclosed the following documents:

1. Filed State Documents: Your formation document includes your filing date and filing number with the State, and you should keep a copy with your corporate records. The State provides digital copies, so print the enclosed document for your records, and you're good to go.

2. Documents To Assist You With Your Next Steps: We included templates for an operating agreement, initial resolutions, membership certificates, and an LLC banking resolution in the same document for your convenience. You won't file any of these documents with the State or with us.

- Your **operating agreement** is a guidebook for how your company will operate, and it should include a full listing of members and the initial contributions by each member. We recommend having each member provide notarized signatures because an operating agreement is a legally binding document. Be sure to keep a copy of your operating agreement with your other corporate records.
- Your **initial resolutions** identify your LLC's members and/or managers and state when your company was formed. Some banks may want to see your initial resolutions, so keep a copy with your corporate records.
- Your **membership certificates** provide evidence of each member's true ownership of the company. Complete, sign, and deliver the appropriate membership certificates to each member.
- Your **banking resolution** authorizes a member or manager to open a bank account for your LLC. To open a bank account in the name of your LLC, you will need a Federal Employer Identification Number (EIN). You can hire us to get your EIN for you, or go directly to the IRS website at www.irs.gov.

Our Continuing Role

We are your LLC's registered agent, and we will receive service of process and other official State documents on your behalf. As documents are received we promptly scan and upload them, then notify you via email so you can view them close to real time.

If you are doing business in a state that requires an annual report, you will receive email reminders prior to the due date so your LLC remains active and compliant with the State. If you would prefer to not receive reminders and would like to hire us to manage your annual reporting, we will take away the stress and file on your behalf to ensure your company stays active and doesn't miss a beat.

What if I Want Additional Services?

Need to form another company? Register to do business in another state? File your annual renewal? Hire us to be your registered agent in a different state? With your online account you can add new services, monitor company documents, manage your business, pay an invoice, utilize the tools and pro filing tips we provide you, and so much more.

Thank you for allowing us to help you form your new LLC!

INITIAL RESOLUTIONS

I, _____, of _____ being the Organizer of _____, a _____ Limited Liability Company, hereby resolve to relinquish signing authority to the Member named below and adopt the following resolutions:

- I. **Resolved**, the named Member of the Limited Liability Company are hereby named:

- II. **Resolved**, that _____ was organized on _____ in the State of _____ with assigned filing number _____.
- III. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
- IV. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If the member chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
- V. **Resolved**, that the member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, the member's failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.



Organizer

Date

OPERATING AGREEMENT

FOR

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
 - (a) The sole member resolves to dissolve;
 - (b) Any event which causes the Company's business to become unlawful;
 - (c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.
- 1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.

- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is _____.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent the member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The member is responsible for the management of the Company.
- 4.2. **MEMBERS.** The liability of the member will be limited according to state law.
- 4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
 - (b) the purchase or other acquisition of other assets;
 - (c) the management of all or any part of the Company's assets;
 - (d) the borrowing of money and the granting of security interests in the Company's assets;
 - (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;

- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The member is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.
- 4.6. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the member determines that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.7. **RECORDS.** The member must keep the following at the Company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each member;
 - (b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;

- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V Compensation

- 5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

ARTICLE VI Bookkeeping

- 6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
 - (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;and decreased by:
 - (x) Distributions to the member in reduction of Company capital;
 - (y) The member's share of Company losses if charged to his or her capital account.
- 6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

ARTICLE VII Transfers

- 7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

ARTICLE VIII Dissolution

- 8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must

pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this _____ day of _____, 20____.

Member:

Name _____ Percent 100 % X _____

Address _____

EXHIBIT 1
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the member's initial contribution to the Company capital is stated to be \$_____. The description and each individual portion of this initial contribution is as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this ____ day of _____, 20____.

Signature of Member

Company Resolution to Open a Bank Account

Account: _____
Holder: _____
Address: _____

Bank: _____
Address: _____

Acct #: _____

As a Member of the Company named above, I certify that the Company has been organized within the bounds of state law as a Limited Liability Company with its principal office located at:

_____.

I further attest that at the initial meeting of the Company's members held on _____, 20____, a quorum was present and voting and adopted the following resolutions:

Resolved, that the financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this Company.

Further Resolved, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

Further Resolved, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the Company may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.

Further Resolved, that the power granted to the Company's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

I Further Attest that the persons named below occupy the stated positions, as indicated by their signatures, and that the resolutions contained in this document are recorded on the books of the Company, and these resolutions are in full force and effect and have not been altered in any way.

[Signatures on the following page]

I Agree to all of the above on this _____ day of _____, 20_____.

CERTIFIED TO AND ATTESTED BY:

X_____

Company Member:

LLC MEMBERSHIP CERTIFICATE

Company Name
Organized in _____ has a total of ____ member(s) at _____ date

This certifies that _____ is a member of the above named Limited Liability Company, and holds a _____% interest of the above named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its members this _____ day of _____, _____ A.D. _____
Named Member witness and/or member

if sold:

For _____ received, I, _____ sell and transfer unto _____, _____% of the membership interest, represented within this certificate, and appoint _____

to transfer the allocated interest in the books of the named Limited Liability Company with full power of substitution.

Seller

Newly named member

Witness
Signature and name