

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

In the Matter of Approving an) ORDER
Application for Real and Personal) #24- 014
Property Tax Exemption for the)
Nestucca Valley Community Alliance)

This matter came before the Tillamook County Board of Commissioners on April 3, 2024, at the request of the Tillamook County Assessor. The Board of Commissioners, being fully apprised of the records and files herein, finds as follows:

1. On November 16, 2013, the Nestucca Valley Community Alliance, a 501(c)(3) non-profit corporation, entered into a lease agreement with Tillamook Lightwave (an ORS Chapter 190 Intergovernmental Agency), to develop, manage, and use real property owned by Tillamook Lightwave, described in the attached lease agreement Exhibit A. The 90,126 square foot real property is known as Tillamook Lightwave IGA Lease Tract 'C', located in Pacific City, Oregon. The lease agreement commenced on November 17, 2013 and continues through December 31, 2062.
2. On November 16, 2013, the Nestucca Valley Community Alliance entered into a license agreement with Tillamook Lightwave to develop and manage real property owned by Tillamook Lightwave, described in the attached License agreement Exhibit B. The 14,121 square foot real property is known as Tract 'A', located in Pacific City, Oregon. The agreement commenced on the day it was executed, November 16, 2013, and terminates on December 31, 2062.
3. The Nestucca Valley Community Alliance uses the combined properties as a community park with a picnic area, skate park, and parking area.
4. On February 28, 2024, the Nestucca Valley Community Alliance filed an Application for Real and Personal Property Tax Exemption with the Tillamook County Assessor for these properties to continue this exemption for an additional 10 years.
5. On April 3, 2024, in accordance with ORS 307.115, the Board reviewed the application at its regular board meeting where the Board weighed the benefits to the general welfare of granting the proposed exemption to these parcels against the potential loss in revenue which will result from the granting of the application.

6. The Board finds that a tax exemption for a ten-year period commencing with tax year 2024-2025 for this parcel is appropriate and should be granted at this time.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

7. The Nestucca Valley Community Alliance application for a real and personal property tax exemption is hereby approved for a ten-year period commencing with tax year 2024-2025.
8. A copy of this Order shall be forwarded to the Tillamook County Assessor.

DATED THIS 3rd DAY OF April, 2024.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

MFBell
Mary Faith Bell, Chair

Y /

Doug Olson
Doug Olson, Vice-Chair

X /

Erin D. Skaar
Erin D. Skaar, Commissioner

✓ /

ATTEST: Christy Nyseth, County Clerk

APPROVED AS TO FORM:

By: [Signature]
Special Deputy

[Signature]
William K. Sargent, County Counsel



EXHIBIT A

LEASE

This Lease, dated this 15th day of November, 2013 is made and entered into, in duplicate originals, by and between Tillamook Lightwave IGA, an ORS Chapter 190 Intergovernmental Agency (TLW) and the Nestucca Valley Community Alliance, an Oregon 501(c)3 non-profit corporation (Lessee).

RECITALS

Whereas, TLW is the owner of certain real property located in Pacific City, Oregon as more particularly shown as Tracts A, B, C, and "TLW" on the attached Exhibit "A", incorporated herein by reference.

Whereas, Lessee desires to develop, manage and use Tract C as shown on Exhibit "A" for certain public uses as more particularly set forth herein.

Whereas, TLW is willing to grant a lease for such public uses according to the terms, covenants and conditions contained herein, and provided such uses, including the timing of such uses are acceptable to TLW's lender and mortgage holder, TLC Federal Credit Union.

WITNESSETH

The mutual promises of each are given in exchange and as consideration for the promises of the other.

TLW and Lessee mutually covenant and agree as follows:

ARTICLE 1 – PREMISES

Section 1.01 – Description

TLW leases to Lessee, on the terms and conditions stated below, the real property as shown as Tract C on the attached Exhibit "A", and more particularly described on the attached Exhibit 'B', in Pacific City, Oregon.

Section 1.02 – Grant of Road Use

TLW hereby grants a non-exclusive right to Lessee to use the existing twenty (20) foot Roadway, as shown on the attached Exhibit A, for vehicular and pedestrian access to, over and across TLW's property. Lessee may also construct and use a connecting Driveway from the existing 20 foot Roadway over TLW's property to the leased premises in a location to be mutually agreed upon between the Parties. Lessee may not begin using such Roadway until TLW provides written approval for said Driveway construction by Lessee.

Section 1.03 – Use of Premises

Lessee shall use the premises for social, recreational, meeting and organized activities of Lessee and its licensees, including, but not limited to, a skate park, playgrounds, covered and open activity areas, outdoor amphitheater, interpretive center, overflow parking from the cape parking lot, access trail and trailhead parking for BLM access and, with prior written approval of TLW, other such related uses. Lessee has made its

Section 2.02 - Right of First Refusal

Upon the expiration of the term of this lease, if Lessee is not then in default and has given notice as herein required, Lessee shall have the right of first refusal to lease the property described herein for three (3) additional fifteen (15) year periods upon such conditions, terms and rental amounts as TLW deems appropriate. Lessee shall give TLW written notice at least one hundred eighty days (180) before the expiration of this lease and any extension thereof of Lessee's interest in another lease term.

ARTICLE III - RENTAL

Section 3.01 - Rent

Lessee shall pay to TLW annual rent of ten (\$10.00) Dollars.

Section 3.02 - Time and Place of Rent Payment

Upon the effective date of this Lease, Lessee shall pay to TLW the full \$490 rent for the 49 year initial term, 201 Laurel Avenue, Tillamook, Oregon, 97141. Upon the effective date of any extension, Lessee shall pay to TLW the full amount of the rental for the period of the extension.

ARTICLE IV - LESSEE'S OBLIGATIONS

Section 4.01 - Construction of Improvements

Prior to any construction, alteration or changes upon the leased property, Lessee shall submit to TLW final plans and specifications, and shall not commence any construction until it has received written approval from TLW and its lender, TLC Federal Credit Union.

Section 4.02 - Maintenance

Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition, including the exterior thereof, and shall keep said property and the improvements thereon in a safe, orderly and clean condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased property free and clear of rubbish, debris and litter at all times. TLW shall at all reasonable times during ordinary business hours with prior notice to Lessee have the right to enter upon and inspect such premises, to ascertain that the covenants herein are being complied with, and also for the purpose of leasing and/or sale of the property.

Section 4.03 - Title to Improvements

The Lessee shall have the right to make any improvements or additions to structures and land being leased, at Lessee's own expense with the consent of TLW and its lender, with such improvements or additions to become the property of the Lessee.

Section 4.04 - Liens

Lessee agrees to pay when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings machinery or equipment which have been furnished or ordered with Lessee's consent to be furnished to and for the Lessee in, upon or about the premises herein leased, which may be secured by any mechanics, materialmen or other liens against the premises herein leased or TLW's interest therein, and will cause each such lien to be fully

competent jurisdiction. In the event any court removes the limits of damages, the amount of insurance to be carried will be as set by agreement of the parties or by arbitration in the event agreement cannot be reached. The designation of the foregoing coverage is not a limitation on the extent of Lessee's obligations under this lease. Lessee agrees to and shall indemnify and hold TLW harmless from any and all claims and demands arising from the acts and conduct of the lessee, his subtenants, contractors, agents, employees, guests, licensees or business invitees, as well as those arising from Lessee's failure to comply with any covenant of this lease on his part to be performed, and Lessee shall at its own expense defend TLW against any and all suits or actions arising out of such acts and conduct, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against TLW in any such suit or action.

Section 5.03 - Waiver of Subrogation Rights

TLW shall not be liable to Lessee for any loss arising out of damage to or destruction of any property belonging to Lessee, or any improvement made on the leased property, when such loss is caused by any of the perils which are or could be insured against. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by negligence. It is the intention and agreement that Lessee shall fully provide its own insurance protection with respect to the leased property and improvements and personal property thereon, at its own expense, and look to its insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against TLW.

ARTICLE VI - DEFAULT

Section 6.01 - Events of Default

Lessee shall be in default when any of the following exists:

- A. Default in Rent: Failure of Lessee to pay any rent, taxes, assessments or other charge within thirty (30) days after it is due.
- B. Default in Other Covenants: Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent, taxes, assessments or other charges) within thirty (30) days after written notice by TLW specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if the Lessee begins correction of the default within the thirty (30) day period and thereafter proceed diligently and in good faith to affect the remedy as soon as possible.
- C. Insolvency: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; and adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and

lease or encumber the within described property or any part thereof, this lease or any of Lessee's right in or to this lease or any interest therein, nor license or permit the use of the rights herein granted, in whole or in part without the prior written consent of TLW.

Lessee shall not assign all or any part of its rights and interest under this lease to any successor to its business through merger, consolidation, or voluntary sale or transfer of substantially all of its assets, without prior written approval of TLW. TLW shall have the right to require a completely new lease with a proposed assignee of Lessee, as an alternative to granting consent to a sale, transfer, assignment or alienation of Lessee's complete interest in said leased premises or this lease.

Section 8.02 - Nonwaiver

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 8.03 - Attorneys Fees; Venue

In the event this lease is rescinded, or, in the event action is instituted or had to collect any sums payable under terms of this lease, (including any suit, action or proceedings instituted subsequent to any judgment, to discover assets, to satisfy any judgment and/or to reach equitable interest such as through a Creditors Bill action) to obtain or regain possession of the leased premises by Forcible Entry and Detainer proceedings, or otherwise, or to enforce any provision of this lease, or to protect, assert, or determine in any way either party's rights in or to said property, or to gain possession of said property, the prevailing shall be entitled to collect from the opposing party and any successors in interest, as part of the costs in such suit, action or proceedings, such sum as the judge of the court may adjudge reasonable as attorneys' fees; and, in the event of an appeal to an appellate court the prevailing party shall be entitled to recover such sum as reasonable attorneys fee as may be determined by such court. The venue of any action brought to enforce any term of this lease shall be in Tillamook County, Oregon. The parties waive any right to have any action transferred to federal court by reason of any diversity of citizenship of the parties.

Section 8.04 - Statutory Provisions

This Lease is subject to the provisions of the Oregon statutory public contracting provisions contained in ORS Chapter 279B, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim, and Lessee shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167, and shall pay to all governmental entities and agencies all taxes, fees, withholding and other obligations accruing as part of operation of Lessee's business.

Section 8.05 - Waste; Compliance with all Laws; Burning

Lessee shall not permit or suffer the commission of any waste on the leased property or permit the same to be used for any purpose in violation of the state laws, federal laws, state or federal aviation, maritime or environmental rules and regulations, municipal ordinances, zoning, use and environmental laws, rules and regulations, rules and regulations of the County now or hereafter in force and applicable thereto. Lessee shall keep and maintain said premises and every part thereof in a clean condition. No

Section 8.12 – Fixtures

- A. Subject to other terms of this lease, and to TLW's exercise of its lien rights under Section 4.04 preceding, at the end of the term of this lease or at the time of its early termination by default or otherwise, the Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of Lessee and shall repair any physical damage resulting from the removal. If the Lessee fails to do so, this shall be an abandonment of the property, and TLW may retain the property and all rights of the Lessee with respect to it shall cease or, by notice in writing given to Lessee within ten (10) days after removal was required, TLW may elect to hold the Lessee to his obligation of removal. If TLW elects to require the Lessee to remove, TLW may effect a removal and place the property in public storage for the Lessee's account. The Lessee shall be liable to TLW for the cost of removal, transportation to storage, and storage, with interest at eighteen percent per annum on all such expenses from the date of expenditure by TLW.
- B. The time for removal of any property or fixtures which the Lessee is required to remove from the leased property upon termination shall be as follows:
1. On or before the date the Lease terminates because of expiration of the original or a renewal term or because of default.
 2. Within 10 days after notice from TLW requiring such removal where the property to be removed is a fixture which the Lessee is not required to remove except after such notice by TLW, and such date would fall after the date on which the Lessee would be required to remove other property.
 3. Removal of improvements at the option of TLW at the termination of the Lease shall be within 10 days after termination.

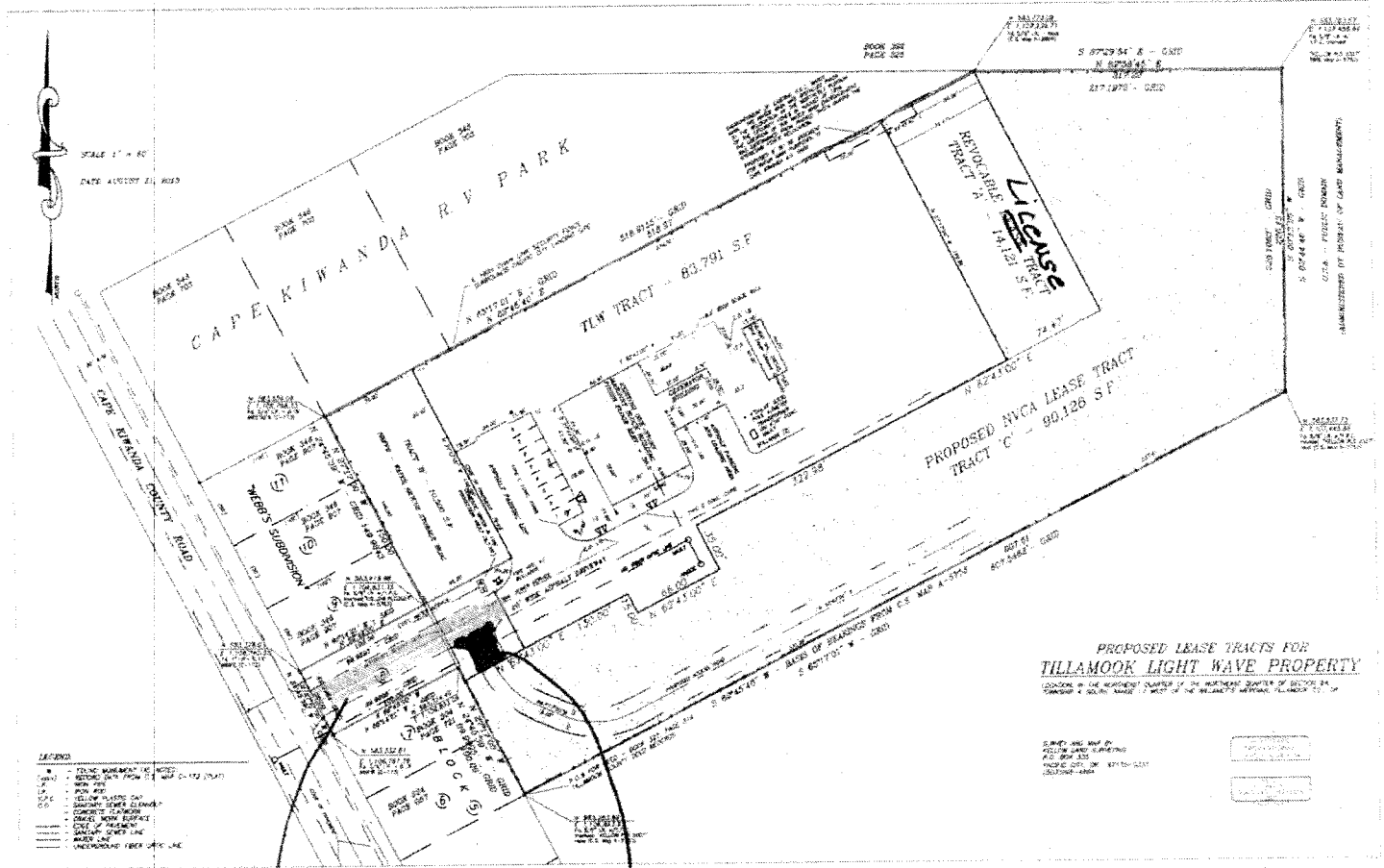
Section 8.13 - Construction of Terms in Lease

In construing this lease, it is understood that TLW or Lessee may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. The law of the State of Oregon shall be applied in the interpretation and construction of this lease. Provided, however, the statute of limitations for enforcing any right under this lease shall be six years as provided in contract actions in general.

Section 8.14 - Disposition of Building Upon Lease Termination

At the end of the term hereof, the building located upon the subject premises may be sold by the Lessee, allowing TLW first right of refusal. If the property is not sold within 90 days, TLW may purchase the building at the fair market value. If the parties cannot agree upon the fair market value, then each party shall appoint an appraiser. If the two (2) persons so appointed cannot agree upon a fair market value, they shall jointly appoint a third (3rd) person and the fair market value agreed upon between any two (2) of the three (3) persons appointed shall be the fair market value to be paid by TLW.

Lease Agreement - Exhibit A



PROPOSED LEASE TRACTS FOR
TILLAMOOK LIGHT WAVE PROPERTY
LOCATED IN THE WESTERN QUARTER OF THE WESTERN QUARTER OF SECTION 24,
TOWNSHIP 4 NORTH RANGE 1 WEST OF THE MERIDIAN, WILLAMETTE COUNTY, OREGON.

DRAWN AND MADE BY:
RICK W. JAMES, SURVEYOR
P.O. BOX 335
WILSON, OREGON 97150-0335
(503)598-1866

PROPOSED LEASE TRACT
TRACT B
TRACT C

20' Roadway
Driveway

EXHIBIT B

LICENSE AGREEMENT

This Agreement is made and entered into, in duplicate originals, by and between Tillamook Lightwave IGA, an ORS Chapter 190 Intergovernmental Agency (TLW) and the Nestucca Valley Community Alliance, an Oregon 501(c)3 non-profit corporation (Licensee).

RECITALS

Whereas, TLW is the owner of certain real property located in Pacific City, Oregon as more particularly shown as Tracts A, B, C, and "TLW" on the attached Exhibit "A", incorporated herein by reference.

Whereas, TLW is presently using, or has future use planned for Tract TLW and possibly Tract A as part of TLW's fiber optic business operations (the "Property").

Whereas, Licensee desires to develop, manage and use Tract A as shown on Exhibit "A" for certain public uses as more particularly set forth herein.

Whereas, TLW is willing to grant a license to Licensee for such public uses according to the terms, covenants and conditions contained herein and provided such uses, including the timing of such uses are acceptable to TLW's lender and mortgage holder, TLC Federal Credit Union.

WITNESSETH

The mutual promises of each are given in exchange and as consideration for the promises of the other.

TLW AND LICENSEE MUTUALLY COVENENT AND AGREE AS FOLLOWS:

1. Upon the execution of this Agreement by both parties, TLW grants its permission to Licensee to use Tract A as shown on the attached Exhibit A and as more particularly described on the attached Exhibit B.
2. USE BY LICENSEE
 - 2.1. Licensee may, at Licensee's sole expense, use the hereinabove described real property for public parking, a playground, outdoor amphitheater or such other legal public uses that do not involve the placement or construction of any permanent structure, fixture or improvement.
 - 2.2. Prior to undertaking any use of the property which would alter or modify soils, vegetation or land features or involve the planting of trees or other plant material, Licensee shall first submit a written plan to the TLW Board of Directors to secure written approval of the project.

shall satisfy and discharge any judgment which may be awarded against TLW in such suit or action.

4. VIOLATIONS OF AGREEMENT

- 4.1. If Licensee violates any of the provisions of this Agreement, TLW may, after giving written notice, suspend any further operations of Licensee under this Agreement, except such operation as may be necessary to remedy any violations.
- 4.2. If Licensee fails to remedy any of the violations of this Agreement within ten (10) days after receipt of the suspension notice given under this section, the TLW may, by written notice, cancel this Agreement.

5. TERM

- 5.1. The term of this license shall be from the date upon which it is fully executed by the parties to December 31, 2062, unless sooner terminated pursuant to the provisions of paragraph 7 of this Agreement.
- 5.2. After the first five-year period that this Agreement is in effect and following each five-year period thereafter that this Agreement remains in effect, the parties will meet to discuss TLW's future business needs for Tract A and whether this License Agreement could be converted to a long-term lease agreement.

6. SCOPE OF USE

- 6.1. Licensee agrees that its privileges under this Agreement are personal, exclusive, revocable and non-transferable by assignment, sub-license or operation of law. TLW has title to the above-described real property. Licensee will never assail or resist said title or claim any interest or estate whatever in said real property, by virtue of this Agreement or the exercise of its privileges given. TLW shall not be restricted in its use of such real property or adjacent lands, except as herein provided.

7. TERMINATION

This Agreement and license shall terminate:

- 7.1. Upon the request of TLW or Licensee, after giving the other party thirty (30) days advance notice in writing; or
- 7.2. In accordance with Section 4 for failure of Licensee to correct a violation of this Agreement.
- 7.3. TLW's right of termination may be exercised regardless of the fact that Licensee has expended money in its use under this license Agreement.

entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

8.7. SAVINGS

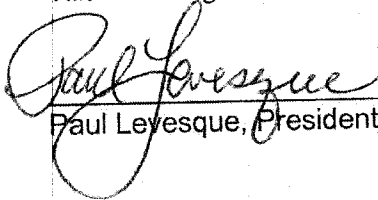
8.7.1. Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

8.8. JURISDICTION; LAW

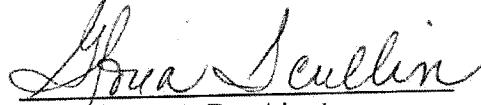
8.8.1. This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.


IN WITNESS WHEREOF, TLW and Licensee have executed this Agreement this 16th day of November, 2013.

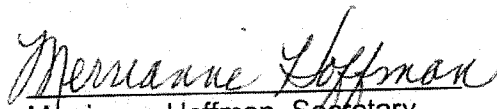
Tillamook Lightwave IGA


Paul Levesque, President

Licensee:
Nestucca Valley Community Alliance


Gloria Scullin, President


Paul Carlson, Vice-President


Merriane Hoffman, Secretary


Thomas Donohue, Treasurer

EXHIBIT 'B'

**LEGAL DESCRIPTION FOR:
TILLAMOOK LIGHTWAVE IGA
LICENSE TRACT 'A' - 14,121 Sq.Ft.
November 5, 2013**

A tract of land lying in the Northeast Quarter of the Northeast Quarter of Section 24, Township 4 South, Range 11 West of the Willamette Meridian, Tillamook County, Oregon, said tract being a portion of that certain tract of land conveyed to Tillamook Lightwave IGA, by deed recorded as Instrument No. 2010-3209, Clerk's Records of Tillamook County, Oregon, recorded on June 4, 2010, said portion being more particularly described as follows:

Beginning at the Northwest corner of the above described Tillamook Lightwave Tract, said point also being the Northeasterly corner of Lot 11, Block 5, Webb's Subdivision in the aforesaid Northeast Quarter of the Northeast Quarter of Section 24; thence North 62°45'40" East, along the Northerly boundary of said Tillamook Lightwave tract, a distance of 444.50 feet to the True Point of Beginning of the herein described tract; and running thence North 62°45'40" East, along said Northerly boundary of the Tillamook Lightwave tract, a distance of 74.47 feet to an iron rod at an angle point therein; thence South 27°17'00" East a distance of 189.60 feet; thence South 62°43'00" West 74.47 feet; thence North 27°17'00" West 189.66 feet to the True Point of Beginning.



Articles of Incorporation - Nonprofit

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

FILED

OCT 25 2010

OREGON SECRETARY OF STATE

REGISTRY NUMBER:

721252-98
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: Nestucca Valley Community Alliance

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

3) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS: (Must be an Oregon Street Address, which is identical to the registered agent's business office. Must include city, state, zip; No PO boxes.)
35900 Nestucca Manor Drive, PO Box 662
Pacific City, OR 97135

4) ADDRESS FOR MAILING NOTICES:
PO Box 662
Pacific City, OR 97135

5) OPTIONAL PROVISIONS: (Attach a separate sheet.)

6) TYPE OF CORPORATION: (Select only one)
 Public Benefit Mutual Benefit Religious

7) WILL THE CORPORATION HAVE MEMBERS? Yes No
ORS 65.001(28)

(a) "Member" means any person or persons entitled, pursuant to a domestic or foreign corporation's articles or bylaws, without regard to what a person is called in the articles or bylaws, to vote on more than one occasion for the election of a director or directors.

(b) A person is not a member by virtue of any of the following rights the person has:

(A) As a delegate;

(B) To designate or appoint a director or directors;

(C) As a director; or

(D) As a holder of an evidence of indebtedness issued or to be issued by the corporation.

(c) Notwithstanding the provisions of paragraph (a) of this subsection, a person is not a member if the person's membership rights have been eliminated as provided in ORS 65.164 or 65.167.

8) DISTRIBUTION OF ASSETS UPON DISSOLUTION:

Divided equally between the Kiawanda Community Center and the South Tillamook County Library Club.

9) INCORPORATORS: (List names and addresses of each incorporator. Attach a separate sheet if necessary.)

Name, Street Address, City, State, & Zip Code

(see the attached page to the Articles of Incorporation) *AP* ANNE R. PRICE

10) EXECUTION/SIGNATURE(S): (All incorporators must sign. Attach a separate sheet if necessary.)

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:

Anne R. Price

Printed Name:

(see the attached page to the Articles of Incorporation)

ANNE R. PRICE

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

Carolyn McVicker

PHONE NUMBER: (Include area code.)

503-965-0098

NESTUCCA VALLEY COMMUNITY ALLIA



72125298-12187722

NEWINC

Registry Number: 721252-98

**ARTICLES OF INCORPORATION
OF
Nestucca Valley Community Alliance
A Nonprofit Public Benefit Corporation**

ARTICLE I. NAME

The name of the corporation is Nestucca Valley Community Alliance

ARTICLE II. REGISTERED AGENT

The registered agent of the corporation is Ms. Anne Price.

ARTICLE III. ADDRESS OF REGISTERED AGENT

The address of the registered agent is 35900 Nestucca Manor Drive, PO Box 662, Pacific City, OR 97135.

ARTICLE IV. ADDRESS FOR MAILING NOTICE

The address for mailing notice is PO Box 662, Pacific City, OR 97135.

ARTICLE V. OPTIONAL PROVISIONS

Federal Tax-Exempt Provisions

5.1. Exclusive Purpose

The corporation is organized and shall be operated exclusively as a charitable and educational organization as defined in section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding section of any future federal tax code (hereinafter the "Internal Revenue Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The corporation is intended to qualify as a tax-exempt organization and public charity within the meaning of Internal Revenue Code section 501(c)(3). The affairs of the corporation shall be conducted in such a manner as to qualify for tax exemption under that section or the corresponding provision of any future federal tax laws.

5.2. Limitations on Distributions

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 5.1.

benefit plan of the corporation, or serves or served at the request of the corporation as a director, or an officer, or as a fiduciary of an employee benefit plan, of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, in effect at the time of the determination.

(2) To the fullest extent permitted by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, the corporation shall pay for or reimburse any and all reasonable expenses incurred by a director, officer, employee, agent, or fiduciary of the corporation who is a party to a proceeding in advance of the final disposition of the proceeding.

(3) For the purposes of determining the right to any indemnification under this Article V, Section B, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

(4) The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding referred to in this Article V, Section B shall not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws or action by the board of directors, and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE VI. TYPE OF CORPORATION

The corporation is a Public Benefit Nonprofit Corporation.

ARTICLE VII. MEMBERS

The corporation shall have no members as that term is defined by the Oregon Nonprofit Corporations Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes.

ARTICLE VIII. DISTRIBUTION UPON DISSOLUTION

Upon the dissolution of the corporation, assets of the corporation shall be distributed in compliance with the Oregon Nonprofit Corporation Act, ORS Ch. 65, or the corresponding section of any future Oregon statutes, equally to the Kiawanda Community Center and the South Tillamook County Library Club to be used to promote the education, recreation and/or cultural needs of the citizens of South Tillamook County. If such organizations do not exist at the time of dissolution, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

721252-98

Paul Carlson

work 4080 SE International
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Milwaukie OR 97222
home 35565 Topping Road
PO Box 1027
Pacific City OR 97135

Dick Carter

home 34845 Hillcrest Road
PO Box 292
Pacific City OR 97135

Thomas Donohue

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PO Box 69
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Gene Johnson

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Road
PO Box 1080
Pacific City OR 97135

Carolyn McVicker

home 6405 Nestucca Ridge
Road
PO Box 776
Pacific City OR 97135

Doug Olson

home 35225 4th Street
PO Box 1000
Pacific City OR 97135

Anne Price

home 35900 Nestucca Manor
Drive
PO Box 662
Pacific City OR 97135

Gloria Scullin

home 32616 NE Dial Road
Camas WA 98607

6. The Board finds that a tax exemption for a ten-year period commencing with tax year 2014-2015 for this parcel is appropriate and should be granted at this time.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

7. The Nestucca Valley Community Alliance's application for a real and personal property tax exemption is hereby approved for a ten-year period commencing with tax year 2014-2015.

8. A copy of this Order shall be forwarded to the Tillamook County Assessor.

DATED THIS 26th DAY OF February, 2014.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Bill Baertlein
Bill Baertlein, Chairperson

Tim Josi
Tim Josi, Vice-Chairperson

Mark Labhart
Mark Labhart, Commissioner

Aye Nay Abstain/Absent

✓ 1

✓ 1

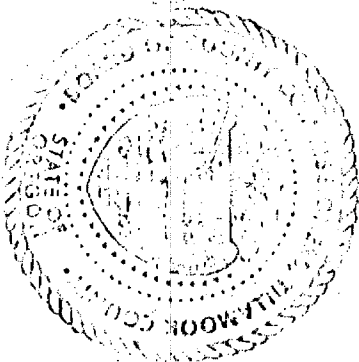
✓ 1

ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM:

By: Susan L. Beecraft
Special Deputy

William K. Sargent
William K. Sargent, County Counsel



Lease or sublease

Is property under: Lease Sublease Lease-purchase Type of lease: Modified gross Net Triple-net
Beginning date: 11/16/2013 Expiration date: 11/16/2062 Square footage of area leased, subleased, or lease-purchased: 2.4 acres

You must attach a current signed copy of your lease, sublease, or lease-purchase agreement. on file

Late fee

If this form is filed after April 1, a late filing fee must accompany the form. See page 2 of this form for late filing information.

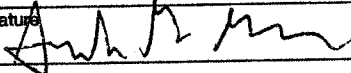
A late fee is attached: Yes No

Exemption requested for tax years: _____

Declaration

I declare under the penalties for false swearing [ORS 305.990(4)] that I have examined this document (and attachments) and to the best of my knowledge they are true, correct, and complete.

Must be signed by the president, proper officer, head official, or authorized delegate of the organization.

Name (print or type)	Title	Phone	Signature	Date
Amanda Graves	Vice Chair	(971)212-7131	X 	2 /16 /2024

All meetings of the NVCA shall be by notice to the public and be open to the public except where the board determines that confidentiality is required. Given the infrequently published notice of record(s) in South Tillamook County, posting and e-mail notifications 48 hours prior to meetings shall be considered adequate notice under these bylaws.

A simple majority of citizens attending the annual meeting shall constitute approval of the nomination of candidates for the election of board members.

There shall be no voting by proxy

Voting/Nominations/Elections

Voting

The Board of Directors shall have the final vote to elect members to the Board of Directors in accordance with the Oregon Nonprofit Corporation Act. This election shall occur at the Annual Meeting following the meeting attendee's vote to nominate the Directors.

Election of the Board of Directors shall be by written ballot during the Annual Meeting. Written ballots for the election the Board of Directors shall be provided and there shall not appear any place on such ballot that might tend to indicate the Board member who cast such ballot.

At all meetings, except for the election of Directors of the Board, citizens in attendance shall by their voice advise the board.

In any proceeding in which voting by Directors or the public is called for, each person in attendance shall be entitled to cast one (1) vote.

Nominations for Candidates for the Board of Directors

There are two mechanisms for nominations for the Board of Directors: 1) The Board of Directors shall appoint a nominating committee which will provide a slate of candidates equal to at least one candidate for each Board of Director position to be filled. The nominating committee will present these candidates during the Annual Meeting. 2) Nominations for the Board of Directors may be made from the floor by attendees of the Annual Meeting.

Any person who owns property, owns a business, works, or resides in South Tillamook County will be eligible to serve as Director of the Board or any position appointed by the chair. All of the directors elected shall be a resident of the United States.

Board of Directors

The NVCA will be directed by a Board of Directors elected by the board of directors based on a nomination by general vote at a meeting called for such purpose and thereafter at the Annual Meeting of the organization.

The President shall preside at all meetings. S/he shall by virtue of the office be Chair of the Board of Directors. S/He shall present at each annual meeting of the organization an annual report of the work of the organization.

S/He shall prepare the agendas prior to all meetings, coordinate the work of committees, and represent NVCA with other organizations and the public. S/He shall see that all financial records; all reports and certificates required by law are properly kept or filed. S/He shall be one of the officers who may sign the checks or drafts of the organization. S/He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

The Vice President shall in the event of the absence or inability of the President to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if s/he had been the duly elected president.

The Secretary shall keep the minutes and records of the organization. It shall be his or her duty to file any certificate required by any statute, federal or state. S/he shall give and serve all notices to members of NVCA. S/he shall be the official custodian of the records and seal of NVCA. S/he maybe one of the officers required to sign the checks of the organization. S/he shall present to the Board at any meeting any communication addressed to him or her as Secretary of the organization. S/he shall submit to the Board of Directors any communications addressed to the organization, including email correspondence.

The Treasurer shall have the care and custody of all monies belonging to the organization and shall be responsible for such monies or securities of the organization. S/he must be one of the officers who is an authorized signer on each and all of the accounts of the organization. S/he shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. S/he shall exercise all duties incident to the office of Treasurer.

No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving reimbursement from the organization for approved expenses.

Any officer or member of the Board of Directors who is absent for three (3) consecutive meetings for reasons that the board deems insufficient, shall be deemed to have tendered his resignation and the same may be accepted by the Board of Directors.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A Director may be represented by Counsel at any removal hearing. The Board of Directors shall adopt such rules for this hearing, as it may in its discretion consider necessary for the best interests of the organization.

Disbursements shall be made by check with two authorized signatures required in excess of an amount established by the Board of Directors.

The accounts of NVCA may be audited at the discretion of the Board of Directors. Accounting practices shall follow generally accepted accounting principles (GAAP) as set forth by the Financial Accounting Standards Board (FASB). Specific fiscal policies shall be established by the Board of Directors to assure prudent fiscal management.

Insurance.

The Board of Directors shall arrange sufficient directors' and officers' liability insurance.

Parliamentary Authority

The current edition of Roberts Rules of Order shall be the final source of authority in all questions of parliamentary procedures when such rules are not inconsistent with the bylaws of NVCA.

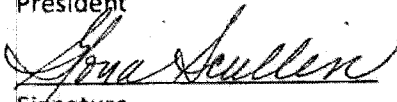
Dissolution

Upon dissolution of the Nestucca Valley Community Alliance, the Board shall satisfy any debts or other liabilities of the NVCA to the extent that the assets are available for distribution. After debts or other liabilities are satisfied, remaining assets, if any, shall be shared equally between the Kiawanda Community Center and the South Tillamook County Library Club to be used to promote the education, recreation, and/or cultural needs of the citizens in South Tillamook County.

Original Bylaws adopted by the Board: October 4, 2010

Original Bylaws amended by the Board of Directors: January 19, 2012.

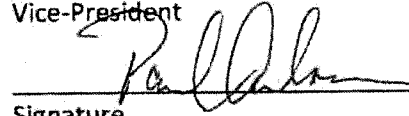
President



Signature

Gloria Scullin

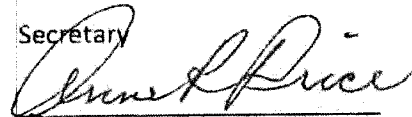
Vice-President



Signature

Paul Carlson

Secretary



Anne Price

Treasurer



Rob Royster