



Community Development Department
PO Box 2460
16345 Sixth Street
La Pine, Oregon 97739
Phone: (541) 536-1432, Fax: (541) 536-1462
Email: info@ci.la-pine.or.us

Site Plan Application

File Number # _____

Fee: Less than 1,000 sq ft	Fee: \$ 1,100.00
Fee: 1,001 to 5,000 sq ft	Fee: \$ 2,000.00
Fee: 5,001 to 10,000 sq ft	Fee: \$ 3,500.00
Fee: More than 10,000 sq ft	Fee: \$ 4,000.00

PROPERTY OWNER AND APPLICANT INFORMATION

Applicant Name Momentasize LLC Phone 541-480-0706 Fax _____
Address 61239 Tetherow Dr #210 City Bend State OR Zip Code 97702
Email dirk@momentasize.com
Property Owner Momentasize LLC Phone 541-480-0706 Fax _____
Address 61239 Tetherow Dr #210 City Bend State OR Zip Code 97702
Email dirk@momentasize.com

PROPERTY DESCRIPTION

Property Location (address, intersection of cross street, general area) _____
51372 Preble Way, La Pine, OR 97739
Tax lot number: T-15 R-13 Section _____ Tax Lot(s) 221014CB01000
Zoning CRMX Total Land Area 49,010 (Square Ft.) 1.125 (Acres)
Present Land Use Existing house with several detached structures
Describe Project (i.e. type of use, hours of operation, other project characteristics):
Manufactured home park

PROJECT DESCRIPTION

Please give a brief description of the project: _____
LLA also to be applied for. Existing house is to remain on one lot. 11 space
manufactured home park to be constructed on other lot.



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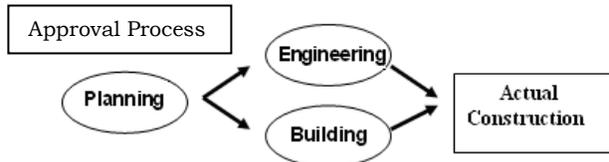
PROFESSIONAL SERVICES

Architect/Designer/Engineer BECON, Trevor Munro Phone 541 /668-6280 Fax /
Address 549 SW Mill View Way, Suite 100 City Bend State OR Zip Code 97702
Email tmunro@beconeng.com

FOR OFFICE USE ONLY

Date Received: _____

Rec'd By: _____



CHECKLIST

REQUIRED ITEMS TO BE SUBMITTED FOR SITE AND DESIGN REVIEW.

Note: additional information may be required depending on the actual project.

- Complete Application. The application *must be signed by the property owner and the applicant.*
- Burden of proof statement, three (3) copies addressing approval criteria.
- Title Report or Subdivision Guarantee verifying ownership, *including legal description of land.*
- Fee Schedule (please see attached).
- Site and Landscape plan; Building Elevations; seven (7) full sized copies of each which must be folded individually, or in sets to 8 ½" X 11" in size and 1 reduced (8 ½ by 11 or 11 by 17) copy.
- Floor plans, three copies for each building which must be folded individually, or in sets to 8 ½" X 11" in size, plus 1 reduced (8 ½ by 11 or 11 by 17). Include the class of construction.
- Vicinity map.
- Trip Generation statement prepared by a professional transportation planner or equivalent. 5 copies, Note: if more than 200 ADT result (or at the discretion of the City Engineer), a Traffic Impact Study may be required.
- Preliminary Grading and Storm Drainage Plan. 3 copies (11" x 17")
- Fire Flow Analysis
- CD or electronic version of submittal items (Word, Jpeg or PDF)



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SITE PLAN

- Project name, scale (not to exceed 1" = 50'), north arrow.
- Date the site plan is prepared.
- Street names and locations of all existing and proposed streets, curbs, and sidewalks within or adjacent to the proposed development. Show distance to centerline of street.
- Zoning of each adjacent property.
- Square footages by use – existing and proposed (storage, office, meeting, etc.)
- Percentage of lot coverage and square footage by;
 - a) structures
 - b) recreation areas
 - c) landscaping
 - d) non-permeable surfaces (including parking areas, access aisles)
- Total number of parking spaces (existing and proposed).
- Total landscaped area square footage (existing and proposed).
- All vehicle and pedestrian access points and paths.
- Location of all proposed and existing buildings, fences and structures within the project area. Indicate which ones are to remain and which are to be removed.
- Location and size of all public utilities in and adjacent to the site, including:
 - a) Water lines and meter sizes.
 - b) Sewers, manholes and cleanouts.
 - c) Storm drains and catch basins.
- The proposed location of:
 - a) Connection to the City water system.
 - b) Connection to the City sewer system.
 - c) The proposed method of drainage of the site.
 - d) Postal box locations, if more than 7 units are proposed.
- Location of existing canals and laterals.
- Retention of on-site drainage.
- Existing easements on the property.
- Location and size of any public areas within the development.
- All fire hydrants, existing and proposed, within 500 feet of the site.
- A topographic map of the site if the slope of the site exceeds 5%.
- Locations of all existing natural features including trees, natural drainage ways, rock outcroppings, et cetera.

BUILDING ELEVATIONS

- Drawings or sketches of all four views of each new structure.
- Building materials, colors (fascia, doors, trim, etc.), pitch of roof, shape and other design features of the building(s).
- All exterior mechanical devices.

LANDSCAPE PLAN (may be included on the site plan for smaller projects)

- Tree and plant species.



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- Tree and plant sizes (new only).
- All trees having a six-inch trunk diameter 3' above grade or greater shall be shown on the landscape plan.
- Location/placement of existing and proposed vegetation to be retained, planted or removed.
- Approximate location of irrigation lines, and type of irrigation system to be used.

FLOOR PLAN

- All significant rooms within each structure; label or number rooms, including square footage for each room.
- Electrical / mechanical equipment areas.

LIGHTING PLAN

- All exterior light locations.
- Brochure, illustration, cut sheet or photo for each light fixture type to be used.

By signing this application, the undersigned certifies that he / she has read and understands the submittal requirements stated above. Note: if the applicant makes a misstatement of fact on the application regarding ownership, authority to submit the application, acreage, or any other fact material relied upon in making a decision, the City may upon notice to the applicant and subject to an applicant's right to a hearing declare the application void.

Owner: _____ Date: 2/21/2024

Signature

Applicant: _____ Date: 2/21/2024

Signature



Western Title - Oregon
1777 SW Chandler Ave., Suite 100, Bend, OR 97702

Preliminary Report

Western Title - Oregon
1777 SW Chandler Ave., Suite 100, Bend, OR 97702

Escrow Officer: Lori D. Welsh
Email: lori.welsh@westerntitle.com
Phone: 541-330-1201
File No.: WT0257784

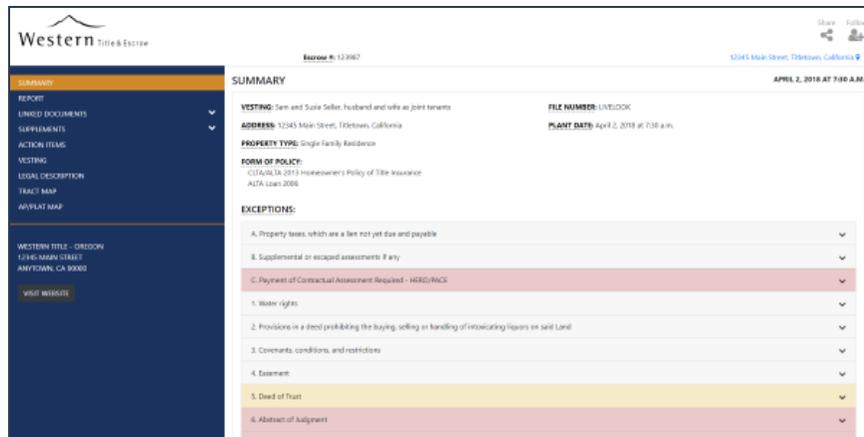
Property Address: 51372 Preble Way, La Pine, OR 97739

Introducing LiveLOOK

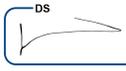
LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Western Title LiveLOOK report, Click Here](#)



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12/19/2023 | 2:59 PM PST



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Western Title & Escrow Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read 'Fred Freeman', written over a horizontal line.

Fred Freeman



1777 SW Chandler Ave., Suite 100, Bend, OR 97702
(541)389-5751 FAX (541)330-1242

PRELIMINARY REPORT

ESCROW OFFICER: Lori D. Welsh
lori.welsh@westerntitle.com
541-330-1201

ORDER NO.: WT0257784

TITLE OFFICER: Tyler Friesen
Email: titleofficersupport@westerntitle.com

TO: Western Title & Escrow Company
1777 SW Chandler Ave., Suite 100
Bend, OR 97702

ESCROW LICENSE NO.: 870700109
OWNER/SELLER: Terry Michael Lingle and Karen Renee Lingle
BUYER/BORROWER: Momentasize LLC
PROPERTY ADDRESS: 51372 Preble Way, La Pine, OR 97739

EFFECTIVE DATE: November 30, 2023, 05:00 PM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 365,000.00	\$ 1,080.00
Owner's Standard		
Proposed Insured: Momentasize LLC		
OTIRO Endorsement No. 110		\$ 0.00
Government Lien Search		\$ 30.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Karen Renee Lingle and Terry Michael Lingle, as tenants by the entirety

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF DESCHUTES, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

Parcel 1:

The North One-Half (1/2) of Government Lot 37 in Section 14, Township 22 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING that portion lying within Preble Way on the West.

Parcel 2:

The South One-Half (1/2) of Government Lot 37 in Section 14, Township 22 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING that portion lying within Preble Way on the West.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Regulations, levies, liens, assessments, rights of way and easements of La Pine Special Sewer District.
7. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

Recording Date: September 4, 1953

[Recording No:](#) [105-74](#)

8. Right(s) of way for the purpose(s) stated below as set forth in the patent to said Land

Purpose(s): Roadway and public utilities purposes

Recording Date: September 4, 1953

[Recording No:](#) [105-74](#)

9. Rights of the public to any portion of the Land lying within the area commonly known as Preble Way.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: LaPine Special Sewer District Sewerage System Easement

In favor of: LaPine Special Sewer District

Recording Date: April 20, 1988

[Recording No:](#) [162-971](#)

Affects: North 1/2 of Lot

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: LaPine Special Sewer District Sewerage System Easement
 In favor of: LaPine Special Sewer District
 Recording Date: April 20, 1988
[Recording No.:](#) [162-973](#)
 Affects: South 1/2 of Lot

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$184,000.00
 Dated: October 29, 2020
 Trustor/Grantor: Karen Renee Lingle and Terry Michael Lingle, as tenants by the entirety
 Trustee: AmeriTitle, Inc.
 Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc.
 MIN: 100820997389740716
 Recording Date: November 6, 2020
[Recording No.:](#) [2020-59684](#)

ADDITIONAL REQUIREMENTS/NOTES:

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2023-2024
 Amount: \$1,853.49
 Levy Code: 1109
[Account No.:](#) [115017](#)
 Map No.: 221014CB01000

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- D. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Momentasize LLC

- E. The Company has on file a copy of the Operating Agreement for Momentasize LLC, dated January 11, 2021. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

The Oregon Corporation Commission records show that as of December 7, 2023, Momentasize LLC is an active Oregon limited liability company and is currently in good standing.

- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- G. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- H. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- I. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- J. Note: Recording charge per document for:
Deschutes County - \$93.00 for the first page, \$5.00 for each additional page

E-recording fee is an additional \$5.00 per document

Send Recording Packages to:

Western Title & Escrow Company
Attention: Recording
1777 SW Chandler, Suite 100
Bend, OR 97702
Email: desrecording@westerntitle.com

- K. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

EXHIBIT ONE**2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

**2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

After recording return to:
First American Title
395 SW Bluff Drive, Suite 100
Bend, OR 97702



After recording return to:
Karen Renee Lingle and Terry Michael
Lingle
51372 Preble Way
La Pine, OR 97739

Until a change is requested all tax
statements shall be sent to:
Karen Renee Lingle and Terry Michael
Lingle
51372 Preble Way
La Pine, OR 97739

File No.: 7061-3137588 (SJN)
Date: November 02, 2018

THIS SPACE RESERVED FOR RECORDER'S USE

Deschutes County Official Records **2018-45072**
D-D
Stn=1 BN **11/09/2018 08:41 AM**
\$15.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$103.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
records.

Nancy Blankenship - County Clerk

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made this **Second day of November, 2018** by and between **Alan J. Schaedler** the duly appointed, qualified and acting personal representative of the estate of **Richard F. James**, deceased, hereinafter called the first party and **Karen Renee Lingle and Terry Michael Lingle, as tenants by the entirety**, hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the second party and second party's heirs, successors and assigns all the estate, right and interest of the estate of the deceased, whether acquired by operation of the law or otherwise, in that certain real property situated in the County of **Deschutes**, State of Oregon, described as follows, to-wit:

LEGAL DESCRIPTION: Real property in the County of Deschutes, State of Oregon, described as follows:

PARCEL I:

THE NORTH HALF (1/2) OF GOVERNMENT LOT 37 IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

PARCEL II:

THE SOUTH ONE-HALF (1/2) OF GOVERNMENT LOT 37 IN SECTION 14, TOWNSHIP 22 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

TO HAVE AND TO HOLD the same unto the second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$192,500.00**.

APN: **115017**

Personal Representative's Deed
- continued

File No.: **7061-3137588 (SJN)**
Date: **November 02, 2018**

IN WITNESS WHEREOF, the first party has executed this instrument; if first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

APN: 115017

Personal Representative's Deed
- continued

File No.: 7061-3137588 (SJN)
Date: November 02, 2018

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.

Dated this 5 day of November, 20 18.

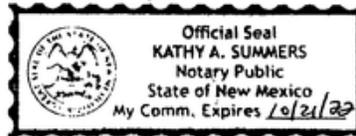
Estate of Richard Francis James

By: Alan J. Schaedler as Personal Representative
Alan J. Schaedler as Personal Representative

STATE OF New Mexico)
County of Bernalillo)^{ss.}

This instrument was acknowledged before me on this 5 day November, 20 18
by Alan J. Schaedler, as personal representative of the estate of Richard Francis James

Kathy A Summers
Notary Public for New Mexico
My Commission Expires: 10/21/22



Filed ~~24~~ ~~24~~ ~~1953~~ at ~~11:31~~ o'clock ~~A~~ M Helen M. Dacey, Co. Clerk
By ~~_____~~ Deputy

115 - 71

3389

4-1222
(Jan 1953)

Oregon 02191

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Portland, Oregon, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant, Lora C. Hledsoe

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites", and the acts supplemental thereto, for the following described land:

Willamette Meridian, Oregon.
T. 22 S., R. 10 E.,
sec. 14, Lot 37.

The area described contains 1.25 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located across said land or as near as practicable to the exterior boundaries. Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWENTY-THIRD day of APRIL In the year of our Lord one thousand nine hundred and FIFTY-THREE and of the Independence of the United States the one hundred and SEVENTY-SEVENTH.

For the Director, Bureau of Land Management.

By Rose M. Beall
Acting Chief, Patent Section.

Patent No. 1138950

162 - 0971

88-08117

LAPINE SPECIAL SEWER DISTRICT
SEWERAGE SYSTEM EASEMENT

In consideration of the prospective benefits to be derived from the locating, constructing, and maintaining a sanitary sewer by the LaPine Special Sewer District, the undersigned hereby grants to the LaPine Special Sewer District, an easement for the purpose of constructing, installing, maintaining, and inspecting sanitary sewer service lines, collection laterals, septic tanks, pumps stations, and facilities incidental thereto on the following described property in Deschutes County, Oregon;

Part of Township 22, Range 10, Section 14,
Willamette Meridian, as more particularly
described in that instrument recorded at
Volume 155, page 639; deed records, Deschutes
County, Oregon.

For the installation, construction, maintenance, or inspection of service lines, collection laterals, septic tanks, pump stations, or facilities incidental thereto which serve the undersigned's property:

- A. The undersigned releases the LaPine Special Sewer District from any and all claims necessarily incident to such installation, construction, maintenance, or inspection, and is responsible for repair and maintenance of the sewer line between the septic tank and the structure being served.
- B. The LaPine Special Sewer District will be responsible for routine maintenance and inspection but the undersigned shall pay for repairs caused by abuse or misuse if the system.

The LaPine Special Sewer District may use roads upon the above described property for access for all purposes mentioned herein, if such roads exist, otherwise by such route as shall occasion the least damage and inconvenience to the undersigned. The undersigned shall not erect any structure or excavate or substantially add to or diminish the ground cover within 10 feet of any septic tank or pump station facility, or within 5 feet of any collection lateral or service lines installed by the LaPine Special Sewer District.

The rights, conditions, and provisions of the easement shall insure to the benefit of and be binding upon the heirs, successors and assigns of parties hereto.

Deed Owner Richard F. James

Richard F. James
Richard F. James

STATE OF OREGON)
County of Deschutes) ss

(Date) 5-15-87

ON THIS 15th DAY OF May, 1987, Richard James
personally appeared before me, and
acknowledged the foregoing instrument to be their voluntary act.

Brenda D. Martin
Notary Public for Oregon
My Commission Expires: 4-14-91



162 - 0972

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

88 APR 20 AM 8:34

MARY SUE PENHOLLOW
COUNTY CLERK

BY: B. Buck DEPUTY
NO. 88-08117 FEE. ✓
DESCHUTES COUNTY OFFICIAL RECORDS

162 - 0973

88-08118

LAPINE SPECIAL SEWER DISTRICT
SEWERAGE SYSTEM EASEMENT

In consideration of the prospective benefits to be derived from the locating, constructing, and maintaining a sanitary sewer by the LaPine Special Sewer District, the undersigned hereby grants to the LaPine Special Sewer District, an easement for the purpose of constructing, installing, maintaining, and inspecting sanitary sewer service lines, collection laterals, septic tanks, pumps stations, and facilities incidental thereto on the following described property in Deschutes County, Oregon;

Part of Township 22, Range 10 Section 14,
Willamette Meridian, as more particularly
described in that instrument recorded at
Volume 238, page 71; deed records, Deschutes
County, Oregon.

For the installation, construction, maintenance, or inspection of service lines, collection laterals, septic tanks, pump stations, or facilities incidental thereto which serve the undersigned's property:

- A. The undersigned releases the LaPine Special Sewer District from any and all claims necessarily incident to such installation, construction, maintenance, or inspection, and is responsible for repair and maintenance of the sewer line between the septic tank and the structure being served.
- B. The LaPine Special Sewer District will be responsible for routine maintenance and inspection but the undersigned shall pay for repairs caused by abuse or misuse if the system.

The LaPine Special Sewer District may use roads upon the above described property for access for all purposes mentioned herein, if such roads exist, otherwise by such route as shall occasion the least damage and inconvenience to the undersigned. The undersigned shall not erect any structure or excavate or substantially add to or diminish the ground cover within 10 feet of any septic tank or pump station facility, or within 5 feet of any collection lateral or service lines installed by the LaPine Special Sewer District.

The rights, conditions, and provisions of the easement shall insure to the benefit of and be binding upon the heirs, successors and assigns of parties hereto.

Deed Owner Richard F. & Sheri K. James

Richard F. James
Richard F. James

Sheri K. James
Sheri K. James

STATE OF OREGON)
) ss
County of Deschutes)

(Date) 5-15-87

ON THIS 15th DAY OF May, 1987, Richard & Sheri James, personally appeared before me, and acknowledged the foregoing instrument to be their voluntary act.

Brenda D. Martin
Notary Public for Oregon
My Commission Expires: 1-14-97



162 - 0974

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

88 APR 20 AM 8:35

MARY SUE PENHOLLOW
COUNTY CLERK

BY: B. Buck DEPUTY
NO. SS-08118 FEE ✓
DESCHUTES COUNTY OFFICIAL RECORDS

Deschutes County Official Records		2020-59684
M-DT		11/06/2020 11:55 AM
Stn=1 BN		\$188.00
\$100.00 \$11.00 \$10.00 \$61.00 \$6.00		

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Nancy Blankenship - County Clerk

403071AM
After Recording Return To:

Until Further Notice, Send All Tax Statements To

**FIRST AMERICAN MORTGAGE SOLUTIONS
ON BEHALF OF CALIBER HOME LOANS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402**

**FIRST AMERICAN MORTGAGE SOLUTIONS
ON BEHALF OF CALIBER HOME LOANS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402**

[Space Above This Line For Recording Data]

Loan Number 9738974071
MERS Number 100820997389740716

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **OCTOBER 29, 2020**, together with all Riders to this document.
- (B) "Borrower" is **KAREN RENEE LINGLE AND TERRY MICHAEL LINGLE, AS TENANTS BY THE ENTIRETY**; Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **CALIBER HOME LOANS, INC.**. Lender is a **CORPORATION** organized and existing under the laws of **DELAWARE**. Lender's address is **1525 S. BELT LINE ROAD, COPPELL, TX 75019**.
- (D) "Trustee" is **AMERITITLE, INC. 15 OREGON AVENUE BEND OR 97703**.
- (E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by

OREGON--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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AmeriTitle

Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) **"Note"** means the promissory note signed by Borrower and dated **OCTOBER 29, 2020**. The Note states that Borrower owes Lender **ONE HUNDRED EIGHTY-FOUR THOUSAND AND 00/100THS** Dollars (U.S. \$184,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 01, 2050**.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|------------------------------------------------|---------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Manufactured Home Rider |
| <input type="checkbox"/> Leasehold Rider | <input type="checkbox"/> Revocable Trust Rider | <input checked="" type="checkbox"/> MERS Rider |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a

"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of DESCHUTES [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which currently has the address of 51372 PREBLE WAY [Street]
LA PINE, Oregon 97739-9450 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender

may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular

type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to

avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and

for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or

loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental

Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

(a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

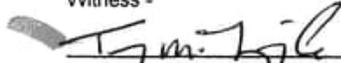
The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Witness -

Witness -



Borrower - TERRY MICHAEL LINGLE (Seal)

 _____ (Seal)
Borrower - KAREN RENEE LINGLE

State of OREGON
County of DESCHUTES

This record was acknowledged before me on November 2,
2020 by Terry Michael Lingle and Karen Renee Lingle.



T. Hudson
(Signature of notarial officer)

Title or rank: Notary Public

My Commission expires: 5/9/21

Loan Originator Organization: CALIBER HOME LOANS, INC.
NMLS ID: 15622
Loan Originator: MICHAEL MULLIN
NMLS ID: 11911

Loan Number 9738974071

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **29TH** day of **OCTOBER, 2020**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **CALIBER HOME LOANS, INC.** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

51372 PREBLE WAY, LA PINE, OREGON 97739-9450

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is **CALIBER HOME LOANS, INC.** Lender is a **CORPORATION** organized and existing under the laws of **DELAWARE**. Lender's address is **1525 S. BELT LINE ROAD, COPPELL, TX 75019**. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

MERS RIDER – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3158
04/2014



B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **DESCHUTES** [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which currently has the address of **51372 PREBLE WAY**

LA PINE , **OREGON** **97739-9450** ("Property Address"):
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided

to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

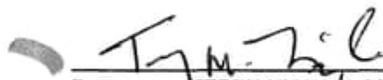
Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.


Borrower - TERRY MICHAEL LINGLE (Seal)


Borrower - KAREN RENEE LINGLE (Seal)

LOAN NO.: 9738974071

Loan Name: **KAREN RENEE LINGLE AND TERRY MICHAEL LINGLE, AS TENANTS BY
THE ENTIRETY;**
Property Address: **51372 PREBLE WAY, LA PINE, OREGON 97739-9450**

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

The North half (1/2) of Government Lot 37 in Section 14, Township 22 South,
Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

Parcel 2:

The South half (1/2) of Government Lot 37 in Section 14, Township 22 South,
Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

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14687295 - 67170005





Deschutes County Property Information

Report Date: 11/30/2023 9:00:15 AM

Disclaimer

The information and maps presented in this report are provided for your convenience. Every reasonable effort has been made to assure the accuracy of the data and associated maps. Deschutes County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Deschutes County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Deschutes County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Deschutes County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder.

Account Summary

Account Information

Mailing Name: LINGLE, KAREN RENEE & TERRY
MICHAEL

Map and Taxlot: 221014CB01000

Account: 115017

Tax Status: Assessable

Situs Address: 51372 PREBLE WAY, LA PINE, OR 97739

Property Taxes

Current Tax Year: \$1,853.49

Tax Code Area: 1109

Assessment

Subdivision:

Lot:

Block:

Assessor Acres: 1.18

Property Class: 191 -- RESIDENTIAL

Ownership

Mailing Address:

LINGLE, KAREN RENEE & TERRY MICHAEL
51372 PREBLE WAY
LA PINE, OR 97739

Valuation

Real Market Values as of Jan. 1, 2023

Land \$154,750

Structures \$132,560

Total \$287,310

Current Assessed Values:

Maximum Assessed \$102,970

Assessed Value \$102,970

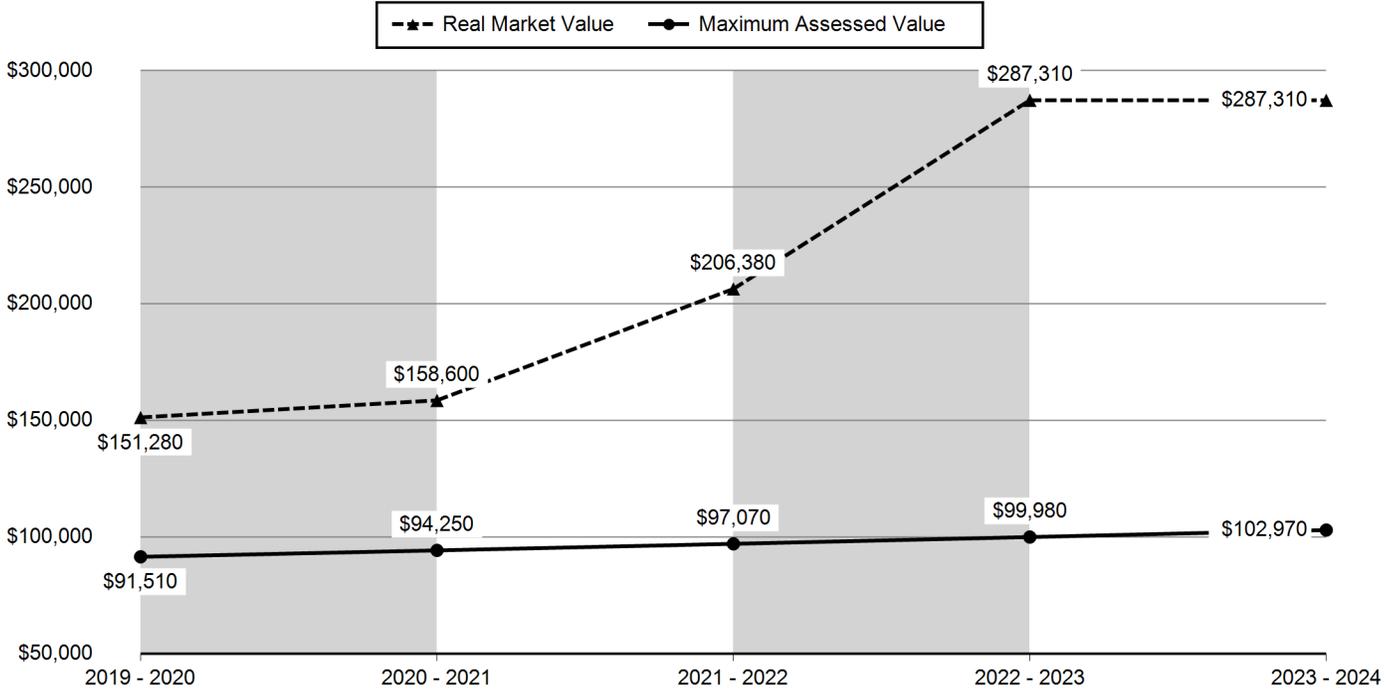
Veterans Exemption

Warnings, Notations, and Special Assessments

Review of digital records maintained by the Deschutes County Assessor's Office, Tax Office, Finance Office, and the Community Development Department indicates that there are no special tax, assessment or property development related notations associated with this account. However, independent verification of the presence of other Deschutes County tax, assessment, development, and additional property related considerations is recommended. Confirmation is commonly provided by title companies, real estate agents, developers, engineering and surveying firms, and other parties who are involved in property transactions or property development. In addition, County departments may be contacted directly to discuss the information.

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024
Real Market Value - Land	\$66,210	\$69,270	\$111,690	\$154,750	\$154,750
Real Market Value - Structures	\$85,070	\$89,330	\$94,690	\$132,560	\$132,560
Total Real Market Value	\$151,280	\$158,600	\$206,380	\$287,310	\$287,310
Maximum Assessed Value	\$91,510	\$94,250	\$97,070	\$99,980	\$102,970
Total Assessed Value	\$91,510	\$94,250	\$97,070	\$99,980	\$102,970
Veterans Exemption	\$0	\$0	\$0	\$0	\$0



Tax Payment History

Year	Date Due	Transaction Type	Transaction Date	As Of Date	Amount Received	Tax Due	Discount Amount	Interest Charged	Refund Interest
2023	11-15-2023	PAYMENT	11-07-2023	11-07-2023	\$1,797.89	(\$1,853.49)	\$55.60	\$0.00	\$0.00
2023	11-15-2023	IMPOSED	10-12-2023	11-15-2023	\$0.00	\$1,853.49	\$0.00	\$0.00	\$0.00
Total:					\$0.00				
2022	11-15-2022	PAYMENT	11-10-2022	11-10-2022	\$1,654.69	(\$1,705.87)	\$51.18	\$0.00	\$0.00
2022	11-15-2022	IMPOSED	10-12-2022	11-15-2022	\$0.00	\$1,705.87	\$0.00	\$0.00	\$0.00
Total:					\$0.00				
2021	11-15-2021	PAYMENT	11-08-2021	11-08-2021	\$1,613.41	(\$1,663.31)	\$49.90	\$0.00	\$0.00
2021	11-15-2021	IMPOSED	10-11-2021	11-15-2021	\$0.00	\$1,663.31	\$0.00	\$0.00	\$0.00
Total:					\$0.00				

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording Instrument
11/05/2018	JAMES,RICHARD FRANCIS	LINGLE, KAREN RENEE & TERRY MICHAEL	\$192,500	33-CONFIRMED SALE	2018-45072

Structures

Stat Class/Description	Improvement Description	Code Area	Year Built	Total Sq Ft								
121 - RESIDENCE: One story		1109	1965	1,052								
Floor Description		Comp %	Sq Ft									
First Floor		100	1,052									
Rooms												
Living	Dining	Kitchen	Nook	Great	Family	Bed	Full Bath	Half Bath	Bonus	Utility	Den	Other
1	0	1	0	0	0	1	1	0	0	1	0	1
Floor Description		Comp %	Sq Ft									
Garage-Attached-Unfinished		100	696									
Floor Description		Comp %	Sq Ft									

Carport-Attached-Built-in

100

560

Accessory Description

VACATION CABIN CLASS 4

Sq Ft

308

Quantity

Stat Class/Description	Improvement Description	Code Area	Year Built	Total Sq Ft
301 - FARM BLDG: GP Shed	GP Shed - CLASS 4	1109	1930	120

Floor Description

Building Structure

Comp %

100

Sq Ft

120

Stat Class/Description	Improvement Description	Code Area	Year Built	Total Sq Ft
305 - FARM BLDG: Lean-To	Lean-To - CLASS 4	1109	1940	260

Floor Description

Building Structure

Comp %

100

Sq Ft

260

Land Characteristics

Land Description	Acres	Land Classification
Rural Lot	1.18	

Ownership

Name Type	Name	Ownership Type	Ownership Percentage
OWNER	LINGLE, KARENRENEE	OWNER	100.00%
OWNER	LINGLE, TERRYMICHAEL	OWNER	100.00%

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Service Providers *Please contact districts to confirm.*

Category	Name	Phone	Address
COUNTY SERVICES	DESCHUTES COUNTY	(541) 388-6570	1300 NW WALL ST, BEND, OR 97703
POLICE SERVICES	DESCHUTES COUNTY SHERIFF'S OFFICE	(541) 693-6911	63333 HIGHWAY 20 WEST, BEND, OR 97703
FIRE DISTRICT	LA PINE RURAL FIRE PROTECTION DISTRICT	(541) 536-2935	51590 HUNTINGTON RD, LA PINE, OR 97739
SCHOOL DISTRICT	BEND - LA PINE SCHOOL DISTRICT	(541) 355-1000	520 NW WALL ST, BEND, OR 97703
ELEMENTARY SCHOOL ATTENDANCE AREA	ROSLAND ELEMENTARY SCHOOL	(541) 355-8100	52350 YAEGER WAY, LA PINE, OR 97739
MIDDLE SCHOOL ATTENDANCE AREA	LA PINE MIDDLE SCHOOL	(541) 355-8200	16360 1ST ST, LA PINE, OR 97739
HIGH SCHOOL ATTENDANCE AREA	LA PINE HIGH SCHOOL	(541) 355-8400	51633 COACH RD, LA PINE, OR 97739
EDUCATION SERVICE TAX DISTRICT	HIGH DESERT EDUCATION SERVICE DISTRICT	(541) 693-5600	145 SE SALMON AVE, REDMOND, OR 97756
COLLEGE TAX DISTRICT	CENTRAL OREGON COMMUNITY COLLEGE	(541) 383-7700	2600 NW COLLEGE WAY, BEND, OR 97703
PARK & RECREATION DISTRICT	LA PINE PARK & RECREATION DISTRICT	(541) 536-2223	16405 1ST ST, LA PINE, OR 97739
LIBRARY DISTRICT	DESCHUTES PUBLIC LIBRARY	(541) 617-7050	601 NW WALL ST, BEND, OR 97703
WATER SERVICE PROVIDER	LA PINE, CITY OF	(541) 419-5625	PO BOX 2460, LA PINE, OR 97739
GARBAGE & RECYCLING SERVICE	WILDERNESS GARBAGE & RECYCLING SERVICE	(541) 536-1194	51420 RUSSEL RD, LA PINE, OR 97739

Development Summary

Planning Jurisdiction: La Pine
Urban Growth Boundary: No
Urban Reserve Area: No

Jurisdiction La Pine
City Zoning CRMX
Description COMMERCIAL/RESIDENTIAL MIXED USE

Deschutes County Permits

Permit ID	Permit Type	Applicant	Application Date	Status
247-B36246	Building	JAMES,RICHARD FRANCIS	01/13/1995	Finaled
247-B15162	Building	JAMES,RICHARD	01/01/1977	Finaled
247-E31981	Electrical	JAMES,RICHARD FRANCIS	01/13/1995	Finaled
247-LR9367-PL	Land Use	RICHARD F. JAMES	12/28/1993	Void
247-LR9368-PL	Land Use	RICHARD F. JAMES	12/28/1993	Finaled
247-M12943	Mechanical	JAMES,RICHARD FRANCIS	07/02/1996	Finaled
247-M10630	Mechanical	JAMES,RICHARD FRANCIS	01/13/1995	Finaled
247-P1533	Plumbing	JAMES RICHARD FRANCIS	11/16/1988	Finaled
247-P25054	Plumbing	JAMES,RICHARD FRANCIS	06/08/2004	Finaled
247-P9672	Plumbing	JAMES,RICHARD FRANCIS	01/13/1995	Finaled

STATEMENT OF TAX ACCOUNT
DESCHUTES COUNTY TAX COLLECTOR
DESCHUTES SERVICES BUILDING
BEND OR 97703
(541) 388-6540

30-Nov-2023

LINGLE, KAREN RENEE & TERRY MICHAEL
51372 PREBLE WAY
LA PINE OR 97739

Tax Account #	115017	Lender Name	CLG - CALIBER HOME LOANS
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1109
Situs Address	51372 PREBLE WAY LA PINE 97739	Interest To	Nov 30, 2023

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,853.49	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,705.87	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,663.31	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,578.47	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,533.73	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,489.02	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,449.09	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,382.29	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,343.35	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,301.04	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,249.01	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,217.11	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,190.36	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,170.95	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,129.85	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,028.63	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$985.77	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$846.18	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$824.03	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$805.81	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$747.72	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$741.22	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$693.86	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$677.82	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$660.68	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$658.01	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$586.18	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$644.15	Nov 15, 1996
	Total	\$0.00	\$0.00	\$0.00	\$0.00		

RECORDING REQUESTED BY:



Western Title & Escrow

1777 SW Chandler Ave., Suite 100
Bend, OR 97702

AFTER RECORDING RETURN TO:

Order No.: WT0257784-LDW
Christiaan Dirk van der Velde
Momentasize LLC
61239 Tetherow Dr, Suite 210
Bend, OR 97702

SEND TAX STATEMENTS TO:

Momentasize LLC
61239 Tetherow Dr, Suite 210
Bend, OR 97702

APN:115017
Map: 221014CB01000

Deschutes County Official Records	2024-01835
D-D	01/24/2024 12:19 PM
Stn=2 AS	
\$20.00 \$11.00 \$10.00 \$61.00 \$6.00	\$108.00
I, Steve Dennison, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Official Records.	
Steve Dennison - County Clerk	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Karen Renee Lingle and Terry Michael Lingle, as tenants by the entirety, Grantor, conveys and warrants to Momentasize 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 Deschutes, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (**\$365,000.00**). (See ORS 93.030).

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

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.

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

Dated: 11/22/2024

Karen Renee Lingle
Karen Renee Lingle

Terry Michael Lingle
Terry Michael Lingle

State of OREGON
County of DESCHUTES

This instrument was acknowledged before me on 1/23/24 by Karen Renee Lingle and Terry Michael Lingle.

Lori D. Welsh
Notary Public - State of Oregon

My Commission Expires: 8/9/25



EXHIBIT "A"
Legal Description

Parcel 1:

The North One-Half (1/2) of Government Lot 37 in Section 14, Township 22 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING that portion lying within Preble Way on the West.

Parcel 2:

The South One-Half (1/2) of Government Lot 37 in Section 14, Township 22 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING that portion lying within Preble Way on the West.

EXHIBIT "B"

Exceptions

Subject to:

Regulations, levies, liens, assessments, rights of way and easements of La Pine Special Sewer District.

Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

Recording Date: September 4, 1953

Recording No: 105-74

Right(s) of way for the purpose(s) stated below as set forth in the patent to said Land

Purpose(s): Roadway and public utilities purposes

Recording Date: September 4, 1953

Recording No: 105-74

Rights of the public to any portion of the Land lying within the area commonly known as Preble Way.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: LaPine Special Sewer District Sewerage System Easement

In favor of: LaPine Special Sewer District

Recording Date: April 20, 1988

Recording No: 162-971

Affects: North 1/2 of Lot

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: LaPine Special Sewer District Sewerage System Easement

In favor of: LaPine Special Sewer District

Recording Date: April 20, 1988

Recording No: 162-973

Affects: South 1/2 of Lot



BECON, LLC
Civil Engineering and Land Surveying
549 SW Mill View Way, Suite 100 • Bend OR, 97702 • 541.633.3140

Burden of Proof Statement
Preble Manufactured Home Park
Site Plan Application with Lot Line Adjustment
Momentasize LLC

Applicant: Momentasize LLC
61239 Tetherow Dr #210
Bend, OR 97702

Owner: Momentasize LLC
61239 Tetherow Dr #210
Bend, OR 97702

Engineer: BECON Civil Engineering & Land Surveying
549 SW Mill View Way, Suite 100
Bend, OR 97702

Location: Taxlot: 221014CB01000
51372 Preble Way
Zoned: CRMX – Commercial/Residential Mixed Use

Request: Lot Line Adjustment and Site Plan approval for a manufactured home park and associated improvements.

I. Applicable Criteria, Standards, and Procedures

City of La Pine Development Code (LPDC) Ordinance No. 2020-08

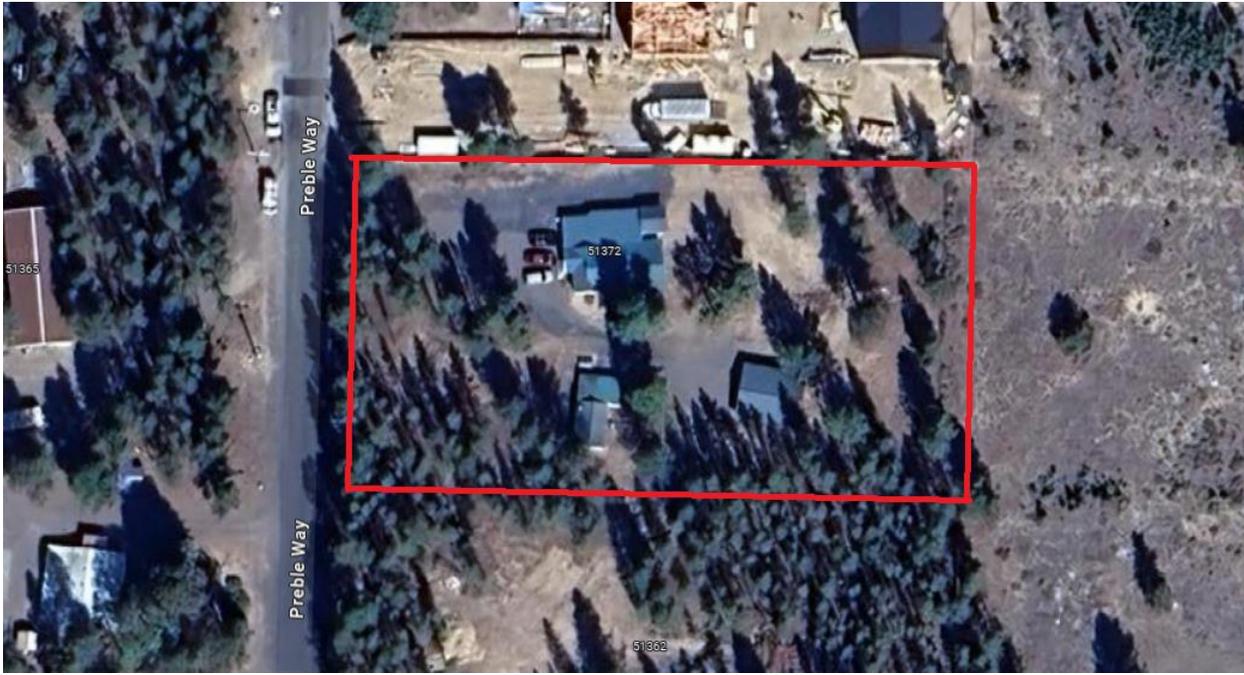
- Article 3 – Zoning Districts
- Article 5 – Development Standards
- Article 6 – Special Use Standards
- Article 7 – Procedures
- Article 8 – Applications and Reviews
- Article 9 – Land Divisions

2022 Oregon Fire Code

- Section 503 – Fire Apparatus Access Roads
- Section 507 – Fire Protection Water Supplies
- Appendix B – Fire Flow Requirements For Buildings
- Appendix D – Fire Apparatus Access Roads

II. General

1. **LOCATION:** The subject property is located at 51372 Preble Way, on the east side of Preble Way.



2. **EXISTING ZONING AND GENERAL PLAN DESIGNATIONS:** The subject property is zoned CRMX (Commercial/Residential Mixed Use). The properties to the north, northeast, east, southwest, west, and northwest are also zoned CRMX. The properties to the south and southeast are zoned RSF (Residential Single Family).

3. **SITE DESCRIPTION & SURROUNDING USES:** The subject property is 1.125 acres and rectangular in shape. The property has an existing older house with several other detached structures, and is vegetated with trees and grass. The lot has one tax lot number, but consists of two legal parcels, described as the north one-half and south one-half.

Soils consist of NRCS 115A Soil—Shanahan loamy coarse sand. The property is generally level and located outside any FEMA designated floodway or floodplain.

4. **PROPOSAL:** The proposal includes performing a Lot Line Adjustment of the two legal parcels, and developing an eleven-unit manufactured home park. The existing house will remain on one of the reshaped taxlots, and the manufactured home park will be developed on the other. Development will include any required right of way improvements along with onsite structures, surfaces, water, sewer, and franchise utility improvements.

5. **EXHIBITS:** In addition to this burden of proof statement, the applicant submits the following Exhibits in support of this proposal:

- Application Form
- Title Report

- Trip Generation Statement
- Lot Line Adjustment Exhibit
- Engineering Plans
 - Cover Sheet
 - Existing Conditions and Demo Plan
 - Site and Utility Plan
 - Landscape Plan
 - Grading and Drainage Plan
- Manufactured Homes Brochures

6. APPLICATION ACCEPTANCE DATE: A Site Plan Application is submitted with this document. City Staff will review the materials and provide the applicant with a list documenting any items determined to be incomplete. The applicant anticipates that the application will be deemed complete when the applicant responds to any incomplete items and pays all required application fees.

III. Conformance with the Applicable Approval Criteria

Conformance with City of La Pine Use Regulations (15.22.300)

Table 15.22-1 – Use Regulations in the Commercial and Mixed-Use Zones

<i>Use Category</i>	<i>C</i>	<i>CRMX</i>	<i>CMX</i>	<i>CN</i>	<i>Special Use Standards</i>
<i>Residential Use Categories</i>					
Household Living	—	—	—		—
- Manufactured dwelling park	P	P	P	P	Section 15.104.060

Applicant Response: The proposed project is a manufactured dwelling park development using manufactured homes fixed to permanent foundations. This is a permitted use the CRMX zone.

Development Standards (15.22.400)

Table 15.22-2 – Development Standards in the Commercial and Mixed-Use Zones

<i>Standard</i>	<i>C</i>	<i>CRMX</i>	<i>CMX</i>	<i>CN</i>
Minimum lot width	None	None	None	25 feet
Minimum setbacks	—	—	—	—
- Front or street-side yard	20 feet	20 feet	20 feet	20 feet
- Side yard	None	10 feet; None for townhomes	10 feet; None for townhomes	10 feet; None for townhomes
- Rear yard	None	10 feet	10 feet	15 feet
Maximum building height	70 feet	45 feet	45 feet	45 feet
Maximum lot coverage	80%	60%	60%	50%
Minimum landscaped area	See 15.18.500 and chapter 15.82			
Minimum and maximum density	Residential and mixed-use developments are subject to the minimum and maximum density standards of the RMF zone (see section 15.18.500).			

Applicant Response: The existing and proposed structures are outside of all setback areas and are less than 45 feet in height. Lot 1 after the right-of-way dedication and lot line adjustment is 10,126 square feet. Combined area of the building, asphalt, and parking lot gravel is 6,041 square feet (59.7%). Lot 2 after the right-of-way dedication and lot line adjustment is 38,553 square feet. Combined area of the structures, asphalt, drain rock, and parking lot gravel is 21,876 square feet (56.7%). The application is in compliance with this criteria.

Standards for Manufactured Dwelling Parks (15.104.060)

1. General Standards. Development of manufactured and mobile home parks, including placement of manufactured and mobile homes with a park, shall comply with applicable building codes and state requirements for Mobile Home and Manufactured Dwelling Parks in ORS 446.

Applicant Response: The design of the manufactured dwelling park follows all applicable building codes and state requirements as per ORS 446.

2. Access Drives. Internal roadways shall be not less than 30 feet in width if parking is permitted on the margin of the roadway, or not less than 20 feet in width if parking is not permitted on the edge of the roadway and shall be surfaced with asphalt, concrete, compacted crushed gravel or similar surface.

Applicant Response: The design of the manufactured dwelling park includes a 20-foot wide access drive with no parking permitted on the roadway. The access drive also includes a 4-foot wide striped pedestrian walkway, making the total asphalt width 24 feet.

3. Perimeter Screening and Landscaping. Except for the access roadway into the park, the park shall be screened on all sides by a sight obscuring fence not less than six feet in height, unless otherwise approved by the City. Additionally, when manufactured dwellings are oriented with their back or side yards facing a public right-of-way, the City may require planting of a landscape buffer of 5 to 10 feet in width between the right-of-way and a manufactured home park for the privacy and security of park residents or for privacy of adjacent residences.

Applicant Response: The design of the manufactured dwelling park includes a 6-foot tall privacy fence on all sides of the property except where driveway entrances occur.

4. Outdoor Storage. A neat appearance shall be maintained at all times. Except for vehicles, there shall be no outside storage of materials or equipment belonging to the park or to any guest of the park.

Applicant Response: There will be no outdoor storage allowed in the manufactured dwelling park. A neat appearance of the park common areas will kept at all times.

Site Plan Approval Criteria (15.312.050)

To ensure that the stated purposes of the site plan review process are met, the review authority shall be governed by the criteria below as they evaluate and render a decision on a proposal.

A. Statement of intent.

1. The site plan review criteria are intended to provide a frame of reference for the applicant in the development of a site, building and landscape plans, as well as providing the City with a means of reviewing proposed plans.
2. These criteria provide a clear and objective means of evaluating residential development (and the residential components of a mixed use development) in accordance with ORS 197.
3. The review authority is not authorized as a part of the site plan review process to approve projects which exceed specific development standards set forth by the applicable zone unless the exceptions are approved in accordance with specific variance or other provisions set forth in this Code.

B. Site Plan Evaluation Criteria. The following criteria shall be used in evaluating all site development plans.

1. The application is complete, in accordance with the applicable procedures in Article 7.

Applicant Response: The application has been completed in accordance with Article 7 for a Type II procedure.

2. The application complies with all applicable provisions of the underlying Zoning District in Article 3, including, but not limited to, setbacks, lot dimensions, density, lot coverage, building height, and other applicable standards.

Applicant Response: The proposal meets all applicable provisions in Article 3 for the CRMX zone including setbacks, lot dimensions, density, lot coverage, and building height.

3. The application complies with the provisions of the any applicable Overlay Zones in Article 4.

Applicant Response: The proposal does not lie within any of the Overlay Zones found in Article 4.

4. The proposal complies with all applicable Development and Design Standards of Article 5.

Applicant Response: The proposal complies with all applicable development and design standards found in Article 5.

5. The application complies with all applicable Special Use standards in Article 6.

Applicant Response: The proposal complies with all applicable special use standards for a Manufactured Dwelling Park found in Article 6 Section 15.104.060.

6. Adequate public facilities and utilities are available or can be made prior to occupancy to serve the proposed development.

Applicant Response: The proposal includes services to each dwelling for water, sewer, and franchise utilities (power, cable, etc.).

7. The proposed Site Plan conforms to the standards within the adopted La Pine Transportation System Plan (TSP), as may be amended from time to time, unless other design standards are specifically approved by the City.

Applicant Response: To meet City of La Pine TSP requirements the proposal includes a 2-foot right of way dedication and a 6-foot wide property tight sidewalk along Preble Way.

8. The proposed Site Plan conforms to the La Pine sewer and water standards, as may be amended from time to time, unless other design standards are specifically approved by the City. All sewer improvements must comply with Oregon Administrative Rules Chapter 340 Division 52 requirements, including Appendix A - Sewer Pipelines.

Applicant Response: The proposal includes a 2" water service tap of the existing 8" main line and a 1.5" meter and backflow device installed per City of La Pine Standards. Onsite there will be a 2" PVC service main, and 3/4" PVC services to each unit. The proposal includes a 4" sewer tap of the existing 4" effluent main per City of La Pine Standards. Onsite there will be a 4" sewer service main, and 4" services to each septic tank. There will be one 1,000 gallon septic tank installed for every two manufactured home units.

9. The proposed Site Plan conforms to the Central Oregon Stormwater Manual (COSM), as may be amended from time to time, unless other design standards are specifically approved by the City.

Applicant Response: On-site stormwater will be conveyed to two drain rock galleries, and stormwater design and calculations will be in accordance with the Central Oregon Stormwater Manual.

10. All utilities shall be installed underground, unless otherwise specifically approved by the City.

Applicant Response: The proposal includes underground installation of utilities including water, sewer, and franchise utilities (power, cable, etc.).

11. The proposal meets all existing conditions of approval for the site or use, as required by prior land use decision(s), as applicable.

Applicant Response: The proposal meets all existing conditions of use for all applicable prior land use decisions.

Landscaping and Buffering Requirements (15.82.010)

The following minimum landscape requirements are established for all developments subject to site plan approval, unless approved otherwise by the reviewing authority.

- A. Exemption. The provisions of this section may be exempted for uses existing on or before the effective date of this Code that are a permitted use in a specific zone in an existing building or buildings on a lot or parcel of land of the scale that there is no remaining room for landscaping; this exemption shall also apply to the exterior remodeling and/or expansion of not more than 25% of the total square footage of all enclosed structures on a lot or parcel existing under a unit ownership on or before the effective date of this Code.

Applicant Response: The proposal is not requesting any exemption for landscaping requirements with this application.

- B. Area required. Except as approved otherwise by the City, the following minimum percent of a parcel area shall be landscaped for the following uses.
1. Duplexes and triplexes: 25%.
 2. Multi-family dwelling complexes containing four or more units and commercial residential mixed uses (CRMX): 20%.
 3. Commercial uses including mixed use commercial (CMX): 15%.
 4. Industrial uses. A minimum five-foot landscaped buffer along any adjoining public right-of-way of a collector or arterial street or highway, which may be computed toward an overall requirement of 10%.
 5. Minimum area requirements may include landscaping around buildings, in parking and loading areas, outdoor recreational use areas, screening and buffering areas, and surface water drainage areas.

Applicant Response: Lot 1 after the right-of-way dedication and lot line adjustment has 40.3% landscape area. Lot 2 after the right-of-way dedication and lot line adjustment has 43.3% landscape area.

- C. Landscaping defined. Required landscaping may include, but is not limited to, a combination of any of the following materials: living plant material such as trees, shrubs, groundcover, flowers and lawn (including native vegetation); and nonliving materials such as benches, walkways and courtyards, consisting of brick, decorative rock or other decorative materials. The total amount of nonliving materials (including bark dust, chips, aggregate, or other non-plant ground covers) shall not exceed more than 50 percent of the required landscape area

Applicant Response: The proposed landscaping will be primarily grass and new trees, with some shrubs. Non-living materials will be less than 50% of the landscaped area, if used at all.

- D. Existing vegetation. Existing site vegetation may be utilized to the maximum extent possible consistent with building placement and the applicable proposed landscape plan.

Applicant Response: Existing trees to remain are shown on the preliminary landscape plan submitted with this application.

- E. Parking lots. Parking lots with space for ten or more vehicles must be landscaped in accordance with the following minimum requirements.
1. In commercial and residential developments, parking areas shall be divided into bays, and between or at the end of each parking bay a curbed planter containing at least 16 square feet may be required.
 2. If required, each planter shall contain at least one tree or shrub and ground cover.
 3. The areas shall be designed to be protected from being damaged by vehicles using the parking area.
 4. Unless sidewalks are provided adjacent to a structure, customer or resident parking areas should be separated from the exterior wall of a commercial or residential structure by a minimum five-foot strip of landscaping.
 5. Where a parking, loading or driveway area serving a multi-family, commercial, industrial or government use abuts a public right-of-way of a collector or arterial street or a local street across from a residential zone, or abuts a residential zone, a screen planting or other approved landscaped planter strip may be required between the parking area and the right-of-way without encroaching into a clear vision area or sidewalk.

Applicant Response: The proposal includes individual tandem parking areas for two vehicles at each individual dwelling. No parking lots or bays are proposed. The individual parking areas for the units will be buffered from Preble Way by the proposed fence and landscaping.

F. Buffering and screening.

1. Purpose. The purpose of buffering and screening requirements are to reduce the impacts of a proposed use on adjacent uses and zones which provide for different types of uses. The City may waive or reduce the requirements where existing topography or vegetation is appropriate or otherwise negates the effectiveness or intended purpose or benefits of the buffering and screening.
2. Where any permitted principal and/or accessory use in a Commercial or Industrial zone abuts any land zoned RSF, RMF, RMP, or TA the following buffer and screening shall be required. These requirements shall apply in instances where such use is being newly developed on vacant land, expanded in floor area by 50% or greater, or removed and a new use developed.
3. Within Commercial Zones. A buffer strip at least 10 feet wide shall be provided and maintained along the entire length of a side or rear yard where it abuts an RSF, RMF, RMP, or TA zone. Buffer strips shall not be used for parking, storage of vehicles, equipment, or materials, nor for any other use incompatible with their purpose as a visual, noise, dust, and pollution barrier. The buffer strip shall contain suitable screening, defined as either of the following:
 - a. A solid fence or wall, architecturally compatible with existing structures in the area, no less than 5 feet nor more than 8 feet in height; or
 - b. A sight-obscuring planting of evergreens, not less than 4 feet in height at the time of planting and of a variety that will maintain full, dense growth from the ground up to a height of not less than 6 feet upon maturity, planted at a spacing of the lesser of 8 feet or the diameter of a mature specimen of the species being planted.

- c. Areas of the buffer strip not covered with a fence, wall, or screening plantings, shall be planted with appropriate ground cover vegetation, including native species. Xeriscape methods are highly encouraged.
- d. Installation and maintenance of the buffer and screening shall be the responsibility of the owner of the property on which the "C" type zone permitted use is located. Installation must be completed prior to issuance of a Certificate of Use and Occupancy by the City. Fences or walls must be maintained in safe and structurally sound condition. Dead or diseased plants shall be removed and replaced in a timely manner. Grass shall be kept neatly mowed.

Applicant Response: The proposed project is in CRMX (Commercial/Residential Mixed Use) zone, and the property to the south is zoned RSF (Residential Single-Family). A 10' buffer strip is shown between the manufactured home units and the south property line. A 6' tall fence is proposed along the south and east property boundaries.

- 4. Within Industrial Zones. A buffer strip at least 30 feet wide shall be provided and maintained along the entire length of a side or rear yard where it abuts any RSF, RMF, RMP, or TA zoned land. Buffer strips shall not be used for parking, storage of vehicles, equipment, or materials, nor for any other use incompatible with their purpose as a visual, noise, dust, and pollution barrier. The buffer shall meet the following standards.
 - a. The buffer shall be planted with evergreens capable of obtaining and maintaining a dense growth to a full height and a full canopy diameter of no less than 12 feet. The minimum height at the time of planting shall be 6 feet. Plants shall be situated in two rows within the buffer strip, each row being located at least 10 feet from the edge of the buffer strip. Plants in each row shall be spaced no more than 20 feet center-to-center and the two rows shall be situated in an alternating pattern so that the trees in one row are located centrally between the trees in the other row. Plants shall be allowed to obtain a minimum height of 12 feet and shall not be trimmed below that height thereafter.
 - b. Installation and maintenance of the buffer and screening shall be the responsibility of the owner of the property on which the industrial use is located. Installation must be completed prior to issuance of a Certificate of Use and Occupancy by the City. Dead or diseased plants shall be removed and replaced in a timely manner. Xeriscape methods and use of native species is highly encouraged.
 - c. A property owner may not sell, lease, or otherwise transfer property if such action results in a reduction of a separation distance for a commercial or light manufacturing use below the minimum required in this section. Likewise, a property owner may not remove or alter natural vegetation or landforms serving upon a waiver from the City as buffer and screening for a commercial or light manufacturing use if such action results in the natural buffer and screening being less effective than as required in this and other sections of this Code.
- 5. A buffer or screening area may only be occupied by screening utilities and landscaping materials, but the same may be located within the required yard or setback requirements provided vision clearance requirements are complied with.

6. In lieu of the foregoing requirements, an applicant may provide for landscaping and screening, including plantings, fences, walls, walks and other features designed to afford the same degree of buffering as the standards above. A plan and specifications for an alternative shall be reviewed and approved by the review authority.

Applicant Response: The proposal includes a 6-foot tall site-obscuring fence along property lines except where driveway entrances occur.

G. Plant material installation standards. Except as otherwise approved by the city, the following standards shall apply to plant materials and the installation thereof as provided in accordance with the provisions of this section.

1. Landscape plant materials shall be properly guyed and staked, and shall not interfere with vehicular or pedestrian traffic or parking and loading.
2. Trees shall be a minimum size of six feet in height and be fully branched at the time of planting.
3. Shrubs shall be supplied in one-gallon containers or six-inch burlap balls with a minimum spread of 12 inches.
4. Rows of plants should be staggered to provide for more effective coverage.

Applicant Response: The proposed project will comply with all plant material installation standards.

H. Maintenance and plant survival. All landscaping approved or required as a part of a development plan shall be continuously maintained, including necessary watering, weeding, pruning and replacement of plant materials. Except where the applicant proposes landscaping consisting of drought-resistant plantings and materials that can be maintained and can survive without irrigation, landscaped areas shall be irrigated. If plantings fail to survive, it is the responsibility of the property owner to replace them.

Applicant Response: The proposed project will maintain all landscaping as necessary.

Fences and Walls (15.82.020)

The yard and setback requirements of this Code shall not be deemed to restrict any otherwise lawful fence, wall, or sign, provided that no fence, wall, or sign shall be located on any right of way of a public road.

A. Materials. Fences and walls shall not be constructed of nor contain any material that could cause bodily harm, such as barbed wire, broken glass, spikes, or any other hazardous or dangerous materials, except as provided below.

1. Barbed wire fences intended to contain or restrict cattle, sheep, horses or other livestock, are permitted in any zone where the keeping of livestock is permitted.
2. Electric fences are permitted in any zone where the keeping of livestock is permitted provided the following standards are met:
 - a. The fence product shall be listed by a State of Oregon approved testing laboratory.
 - b. The fence shall be installed and used in accordance with the testing laboratory listing.

- c. Electrical permits and inspections shall be required for the installation.
- d. Warning signs which notify individuals of a dangerous fence shall be posted on the fence, at intervals not to exceed 50 feet. The statement, DANGER - Electrified Fence, or an equivalent statement, shall be on the warning signs.
- e. The fence must be located outside any front yard setback and required landscaping, buffering or screening areas.

Applicant Response: A 6' tall fence is proposed along the south and east property boundaries. Fence material is to be determined at the time of building permit submittal. No walls are proposed.

B. Standards

- 1. Every fence shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition of disrepair including noticeable leaning, missing sections, broken supports, non-uniform height, and uncontrolled growth of vegetation.
- 2. All required swimming pool and hot tub fencing shall be a minimum of four (4) feet in height and be equipped with a self-locking gate that closes automatically.
- 3. Fences within a front or street side yard shall also conform to the clear vision requirements at intersections, which further restrict the use or height of sight-obscuring fences;

Applicant Response: The proposal includes a 6-foot tall site-obscuring fence along property lines except where driveway entrances occur. Fence material is to be determined at the time of building permit submittal. No walls are proposed.

Parking and Loading (15.86)

15.86.010 Applicability

Off-street loading and vehicle and bicycle parking spaces shall be provided in accordance with the specifications of this Chapter in all zones whenever any new use is established, an existing use is enlarged, or an existing use of land or structure is changed to a new use. Such new, enlarged, or changed use shall fully comply with the specifications of this Chapter prior to being given a certificate of use and occupancy.

15.86.020 Off-Street Loading

- A. Every commercial and industrial use which requires the receipt or distribution of material or merchandise by trucks with a 40-foot or longer wheelbase at a frequency of one or more vehicles per week shall provide off- street loading spaces in sufficient number to adequately serve the number and frequency of vehicle shipping and receiving projected for the use. The applicant shall provide supporting evidence of the projected shipping and receiving and how the number of spaces to be provided will be adequate.
- B. Where an off-street loading space is required, it shall be large enough to accommodate the largest vehicle that is expected to serve the use without obstructing vehicles or pedestrian traffic on adjacent streets and driveways. Each off-street loading space shall not be less than 12 feet wide by 55 feet long unless otherwise approved by the City through Site Design Review.
- C. Off-street loading space(s) shall also have adequate adjacent area for vehicle

maneuvering so that vehicles using the space(s) are not required to back-up onto or back-up from a public street or alley to use the space. Where parking areas are prohibited between a building and the street, loading areas are also prohibited.

- D. Exceptions and Adjustments. The City, through Site Design Review, may approve a loading area adjacent to or within a street right-of-way where it finds that loading and unloading operations are short in duration (i.e., less than one hour), infrequent, do not obstruct traffic during peak traffic hours, do not interfere with emergency response services, and are acceptable to the applicable roadway authority.

Applicant Response: The proposal is for a manufactured dwelling park. There will be no receipt or distribution of material or merchandise. Therefore, this criteria does not apply.

15.86.030 Off-Street Parking - Required

- A. Location of off-street loading and parking spaces. Except as otherwise permitted by this Code, required off- street loading and parking spaces shall be located on the same lot with the principal use they are intended to serve. In no case shall a required loading space be part of the area used to satisfy the parking requirements and vice versa. Also, in no case shall the required loading or parking space(s) of one use be used to satisfy the loading or parking space requirements of another use.
- B. Encroachment or reduction. A required loading or parking space shall not be encroached upon by a structure, storage, or other use, nor shall the number of spaces be reduced without replacement of a commensurate number of spaces in accordance with this section unless a special exception or variance has been approved.
- C. Calculations of Amounts of Required and Allowed Parking.
 - 1. When computing parking spaces based on floor area, parking structures and non-leasable floor spaces, such as storage closets, mechanical equipment rooms, and similar spaces, are not counted.
 - 2. The number of parking spaces is computed based on the primary uses on the site except as stated in subsection 3, below. When there are two or more separate primary uses on a site, the minimum and maximum parking for the site is the sum of the required or allowed parking for the individual primary uses. For shared parking, see subsection (I) below.
 - 3. When more than 20 percent of the floor area on a site is in an accessory use, the required or allowed parking is calculated separately for the accessory use. An example would be a 10,000 square foot building with a 7,000 square foot warehouse and a 3,000 square foot accessory retail area. The minimum and maximum parking would be computed separately for the retail and warehouse uses.
- D. Use of Required Parking Spaces. Except as otherwise provided by this section, required parking spaces must be available for residents, customers, or employees of the use. Fees may be charged for the use of required parking spaces. Required parking spaces may not be assigned in any way to a use on another site, except for shared parking pursuant to subsection (I).
- E. Improvement of Parking Areas. Motorized vehicle parking is allowed only on streets with an improved shoulder of sufficient width; within garages, carports, and other approved structures; and on driveways or parking lots that have been developed in conformance with this Code.

F. Minimum Number of Off-Street Automobile Parking Spaces. Except as required for Americans with Disabilities Act compliance under subsection (L), off-street parking shall be provided pursuant to one of the following three standards:

1. The standards in Table 15.86-1;
2. A standard from Table 15.86-1 for a use that the Planning Official determines is similar to the proposed use. For uses not specified in the table, the City shall determine parking based on submission of technical data from applicant or City sources; or
3. Subsection (H), Parking Exceptions, which includes a Parking Demand Analysis option.

Table 15.86-1 – Automobile Parking Spaces by Use

<i>Use Categories</i>	Minimum Parking per Land Use (Fractions are rounded down to the closest whole number)
<i>Residential Categories</i>	
Single-family dwelling, including manufactured dwellings on lots or in parks	One space per dwelling
Duplex	Two spaces per duplex (one space per dwelling unit)
Accessory dwelling (second dwelling on a single-family lot)	Two spaces total for primary dwelling and accessory dwelling
Multi-family	One space per dwelling unit
Group living, such as nursing or convalescent homes, rest homes, assisted living, congregate care, and similar special needs housing	0.5 space per four bedrooms

Applicant Response: The project proposes two off-street parking spaces per dwelling. This criteria has been met.

G. Maximum Number of Off-Street Automobile Parking Spaces. The following standards for maximum number of automobile parking spaces promote efficient use of land and compact development patterns.

1. Applicability. Developments subject to Site Plan Review must conform to the maximum parking standards.
2. Standards. Unless otherwise approved by the City through Site Plan Review, the maximum number of off-street automobile parking spaces allowed per for a commercial development equals the minimum number of required spaces, pursuant to Table 15.86-1 times a factor of 2.0. Parking spaces that are located in snow storage areas do not count toward the maximum parking space requirements.

Applicant Response: The proposal is for two off-street parking spaces per dwelling. This section allows for a maximum of 2.0 off-street parking spaces per dwelling. This criteria has been met.

H. Exceptions and Reductions to Off-Street Parking. An applicant may propose a parking standard that is different than the standards under subsections (F) or (G), for review and action by the Planning Official through a Type II procedure. The applicant’s proposal shall consist of a written request and a parking analysis prepared by a qualified professional.

The parking analysis, at a minimum, shall assess the average parking demand and available supply for existing and proposed uses on the subject site; opportunities for shared parking with other uses in the vicinity; existing public parking in the vicinity; transportation options existing or planned near the site, such as frequent bus service, carpools, or private shuttles; and other relevant factors. The number of required off-street parking spaces may also be reduced through the provision of shared parking, pursuant to subsection (l).

Applicant Response: The proposal is not requesting any exception or reduction to off-street parking requirements.

- I. Shared parking. Required parking facilities for two or more uses, structures, or parcels of land may be satisfied by the same parking facilities used jointly, to the extent that the owners or operators show that the need for parking facilities does not materially overlap (e.g., uses primarily of a daytime versus nighttime nature; weekday uses versus weekend uses), and provided that the right of joint use is evidenced by a recorded deed, lease, contract, or similar written instrument establishing the joint use. Shared parking requests shall be subject to review and approval through Site Plan Review.

Applicant Response: The proposal is for a single use of manufactured dwelling park and no shared parking is proposed.

- J. Parking Stall Design and Minimum Dimensions. Where a new off-street parking area is proposed, or an existing off-street parking area is proposed for expansion, the entire parking area shall be improved in conformance with this Code. At a minimum the parking spaces and drive aisles shall be paved with asphalt, concrete, or other City-approved materials, provided the Americans with Disabilities Act requirements are met, and shall conform to the minimum dimensions in Table 15-86-2 and the figures below. All off-street parking areas shall contain wheel stops, perimeter curbing, bollards, or other edging as required to prevent vehicles from damaging buildings or encroaching into walkways, landscapes, or the public right-of-way. Parking areas shall also provide for surface water management

Table 15.86-2 – Parking Stall Dimensions

<i>Parking Angle</i>	<i>Stall Width</i>	<i>20' Stall</i>	<i>Aisle Width (*one way)</i>	<i>Curb Length</i>	<i>Bay Width</i>
90°	9'-0"	20.0	24.0	9.0	64.0
	9'-6"	20.0	24.0	9.5	64.0
	10'-0"	20.0	24.0	10.0	64.0

Applicant Response: The proposal is for two 10-foot x 20-foot parking stalls per dwelling that will be constructed of gravel surface. Aisle width is not applicable since this is not a standard commercial parking lot.

15.86.050 Bicycle Parking

- A. Exemptions. This section does not apply to single-family and duplex housing, home occupations, and agricultural uses. The Planning Official may exempt other uses upon finding that, due to the nature of the use or its location, it is unlikely to have any patrons or employees arriving by bicycle.

Applicant Response: The proposal is not requesting any exemption to bicycle parking requirements.

- B. Standards. Bicycle parking spaces shall be provided with new development and, where a change of use occurs, at a minimum, shall follow the standards in Table 15.86-3. Where an application is subject to Conditional Use Permit approval or the applicant has requested a reduction to an automobile-parking standard, the City may require bicycle parking spaces in addition to those in Table 15.86-3.

Table 15.86 -3 Minimum Required Bicycle Parking Spaces

Use	Minimum Number of Spaces
Multi-Family Residential (not required for parcels with fewer than 4 dwelling units)	2 bike spaces per 4 dwelling units

Applicant Response: Bicycle parking for this development will be in form of the open space located at each unit.

- C. Design. Bicycle parking shall consist of staple-design steel racks or other City-approved racks, lockers, or storage lids providing a safe and secure means of storing a bicycle. At a minimum, bicycle parking facilities shall be consistent with the following design guidelines:
 1. All bicycle parking shall be within one hundred (100) feet from a building entrance and located within a well-lit and clearly visible area;
 2. Bicycle parking shall be convenient and easy to find. Where necessary, a sign shall be used to direct users to the parking facility;
 3. Each bicycle parking space shall be at least two (2) feet by six (6) feet with a vertical clearance of six (6) feet;
 4. An access aisle of at least five (5) feet shall be provided in each bicycle parking facility;
 5. Bicycle parking facilities shall offer security in the form of either a lockable enclosure in which the bicycle can be stored or a stationary object, i.e., a "rack," upon which the bicycle can be locked. Structures that require a user-supplied lock shall accommodate both cables and U-shaped locks and shall permit the frame and both wheels to be secured (removing the front wheel may be necessary.) Note: businesses may provide long-term, employee parking by allowing access to a secure room within a building.

Applicant Response: Bicycle parking for this development will be in form of the open space located at each unit.

- D. Hazards. Bicycle parking shall not impede or create a hazard to pedestrians or vehicles, and shall be located so as to not conflict with the vision clearance standards of Section 15.88.04

Applicant Response: The proposed bicycle parking standards do not conflict with clear vision areas.

15.86.060 Snow Storage Areas

- A. Purpose. The purpose of these standards is to ensure that adequate space is be provided within a development for storage of snow in winter months in order to accommodate space needed for access, circulation, and off-street parking.
- B. Applicability. Snow storage standards apply to all subdivisions and to developments subject to Site Plan review.
- C. Standards.
 - 1. Minimum Area. Snow storage areas must be designated on a site plan. The areas must total a minimum of 15% of the area to be cleared, including all access drives, parking areas, and walkways.

Applicant Response: The proposal has areas needing snow removal totaling approximately 13,306 square feet. The area designated for snow storage is approximately 1,000 square feet. Additionally, 1,000 square feet of the play area will be used for snow storage. 2,000 square feet is equivalent to 15% of the area requiring snow removal.

- 2. Location. Snow storage is not permitted on landscaped areas, except where these areas are limited to grass or rock cover. Snow storage may be permitted in parking areas provided that the site can still accommodate enough parking spaces to meet minimum off-street parking requirements in winter months. Parking spaces that are located in snow storage areas do not count toward the maximum parking space requirements. It is encouraged that snow storage areas be located away from public view and that additional impervious surface areas are not created for the sole purpose of snow storage.

Applicant Response: The proposal includes snow storage areas that are rock and grass.

- 3. Exceptions and Adjustments. The City may reduce or eliminate the required snow storage areas if a snow removal plan is presented which provides a continuous guarantee of removal.

Applicant Response: The proposal is not requesting an exemption for snow removal areas.

Access and Circulation (15.88)

15.88.010 Purpose

Chapter 15.88 contains standards for vehicular and pedestrian access, circulation, and connectivity. The standards promote safe, reasonably direct, and convenient options for walking and bicycling, while accommodating vehicle access to individual properties, as needed.

15.88.020 Applicability

Chapter 15.88 applies to new development and changes in land use necessitating a new or modified street or highway connection. Except where the standards of a roadway authority other than the City supersede City standards, Chapter 15.88 applies to all connections to a street or highway, and to driveways and walkways.

15.88.030 Vehicular Access and Circulation

- A. Purpose and Intent. Section 15.88.030 implements the street access guidelines of the City of La Pine Transportation System Plan. It is intended to promote safe vehicle access and egress to properties, while maintaining traffic operations in conformance with adopted standards. "Safety," for the purposes of this chapter, extends to all modes of transportation.
- B. Permit Required. Vehicular access to a public street (e.g., a new or modified driveway connection to a street or highway) requires an approach permit approved by the applicable roadway authority.

Applicant Response: The proposal will apply for an approach permit with Deschutes County Roads Division.

- C. Traffic Study Requirements. The City, in reviewing a development proposal or other action requiring an approach permit, may require a traffic impact analysis, pursuant to Section 15.90.080, to determine compliance with this Code.

Applicant Response: The proposal includes a traffic trip generation letter with supporting calculations for not requiring a Traffic Impact Analysis (TIA).

- D. Approach and Driveway Development Standards. Access management restrictions and limitations consist of provisions managing the number of access points and/or providing traffic and facility improvements that are designed to maximize the intended function of a particular street, road or highway. The intent is to achieve a balanced, comprehensive program which provides reasonable access as new development occurs while maintaining the safety and efficiency of traffic movement. Intersections, approaches and driveways shall conform to access spacing guidelines in the City of La Pine Transportation System Plan and the roadway authority's engineering standards. In the review of all new development, the reviewing authority shall consider the following techniques or considerations in providing for or restricting access to certain transportation facilities.
 - 1. Access points to arterials and collectors may be restricted through the use of the following techniques.
 - a. Restricting spacing between access points based on the type of development and the speed along the serving collector or arterial.
 - b. Sharing of access points between adjacent properties and developments.
 - c. Providing access via a local order of street; for example, using a collector for access to an arterial, and using a local street for access to a collector.
 - d. Constructing frontage or marginal access roads to separate local traffic from through traffic.
 - e. Providing service drives to prevent overflow of vehicle queues onto adjoining roadways.
 - 2. Consideration of the following traffic and facility improvements for access management.
 - a. Providing of acceleration, deceleration and right-turn-only lanes.
 - b. Offsetting driveways to produce T-intersections to minimize the number of conflict points between traffic using the driveways and through traffic.
 - c. Installation of median barriers to control conflicts associated with left turn

movements.

- d. Installing side barriers to the property along the serving arterial or collector to restrict access width to a minimum.

Applicant Response: The proposal includes constructing a new driveway connecting to Preble Way per all applicable City of La Pine Standards.

- E. ODOT Approval. Where a new approach onto a state highway or a change of use adjacent to a state highway requires ODOT approval, the applicant is responsible for obtaining ODOT approval. The City may approve a development conditionally, requiring the applicant first obtain required ODOT permit(s) before commencing development, in which case the City will work cooperatively with the applicant and ODOT to avoid unnecessary delays.

Applicant Response: The proposal does not have any approach to a state highway and is not adjacent to any state highway therefore, not requiring any ODOT approval.

- F. Other Agency Approval. Where an approach or driveway crosses a drainage ditch, canal, railroad, or other feature that is under the jurisdiction of another agency, the applicant is responsible for obtaining all required approvals and permits from that agency prior to commencing development.

Applicant Response: The proposal does not have any approach or driveway crossing that requires approval from any other agencies.

- G. Exceptions and Adjustments. The City may approve adjustments to the spacing standards of subsections above, where an existing connection to a City street does not meet the standards of the roadway authority and the proposed development moves in the direction of code compliance.

Applicant Response: The proposal does not request any exception or adjustment.

- H. Joint Use Access Easement and Maintenance Agreement. Where the City approves a joint use driveway, the property owners shall record an easement with the deed allowing joint use of and cross access between adjacent properties. The owners of the properties agreeing to joint use of the driveway shall record a joint maintenance agreement with the deed, defining maintenance responsibilities of property owners. The applicant shall provide a fully executed copy of the agreement to the City for its records, but the City is not responsible for maintaining the driveway or resolving any dispute between property owners.

Applicant Response: The proposal does not include any joint access easement or maintenance.

15.88.040 Clear Vision Areas (Visibility at Intersections)

- A. In all zones, a clear vision area shall be maintained on the corners of all property at the intersection of two streets or a street and a railroad. A clear vision area shall contain no planting, wall, structure, private signage, or temporary or permanent obstruction exceeding three and one-half feet in height, measured from the top of the curb or, where no curb exists, from the established street centerline grade, except that trees exceeding this height may be located in this area provided all branches and foliage are removed to a height of eight feet above the grade.

- B. A clear vision area shall consist of a triangular area on the corner of a lot at the intersection of two streets or a street and a railroad (see Figure 18.88-1). Where lot lines have rounded corners, the specified distance is measured from a point determined by the extension of the lot lines to a point of intersection. The third side of the triangle is the line connecting the ends of the measured sections of the street lot lines. The following measurements shall establish clear vision areas within the City.
1. In an agricultural, forestry or industrial zone, the minimum distance shall be 30 feet; or at intersections including an alley, 10 feet.
 2. In all other zones, the minimum distance shall be in relationship to street and road right of way widths as follows:

Right of way Width	Clear vision
80 feet or more	20 feet
Less than 80 feet	30 feet

Applicant Response: The proposal does not include an intersection of two streets.

15.88.050 Pedestrian Access and Circulation

- A. Purpose and Intent. This section implements the pedestrian access and connectivity policies of City of La Pine Transportation System Plan and the requirements of the Transportation Planning Rule (OAR 660-012). It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.
- B. Standards. New subdivisions, multi-family developments, planned developments, commercial developments and institutional developments shall conform to all of the following standards for pedestrian access and circulation:
 1. Continuous Walkway System. A pedestrian walkway system shall extend throughout the development site and connect to adjacent sidewalks, if any, and to all future phases of the development, as applicable.
 2. Safe, Direct, and Convenient. Walkways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas, playgrounds, and public rights-of-way conforming to the following standards:
 - a. The walkway is reasonably direct. A walkway is reasonably direct when it follows a route that does not deviate unnecessarily from a straight line or it does not involve a significant amount of out-of- direction travel.
 - b. The walkway is designed primarily for pedestrian safety and convenience, meaning it is reasonably free from hazards and provides a reasonably smooth and consistent surface and direct route of travel between destinations. The City may require landscape buffering between walkways and adjacent parking lots or driveways to mitigate safety concerns.
 - c. Vehicle/Walkway Separation. Except as required for crosswalks, per subsection 4, below, where a walkway abuts a driveway or street it shall be raised six inches and curbed along the edge of the driveway or street. Alternatively, the City may approve a walkway abutting a driveway at the same grade as the driveway if the walkway is physically separated from all vehicle-maneuvering areas. An example

of such separation is a row of bollards (designed for use in parking areas) with adequate minimum spacing between them to prevent vehicles from entering the walkway.

- d. Crosswalks. Where a walkway crosses a parking area or driveway (“crosswalk”), it shall be clearly marked with contrasting paving materials (e.g., pavers, light-color concrete inlay between asphalt, or similar contrasting material). The crosswalk may be part of a speed table to improve driver- visibility of pedestrians.
- e. Walkway Construction. Walkway surfaces may be concrete, asphalt, brick or masonry pavers, or other City-approved durable surface meeting ADA requirements. Walkways shall be not less than four feet in width, except that the City may require five- foot wide, or wider, sidewalks in developments where pedestrian traffic warrants walkways wider than four feet.
- f. Multi-Use Pathways. Multi-use pathways, where approved, shall be 10 feet wide and constructed of asphalt, concrete or other City-approved durable surface meeting ADA requirements consistent with the applicable City engineering standards.

Applicant Response: The proposal includes a 6-ft wide pedestrian sidewalk within the ROW on Preble Way. There will be a 4-foot striped asphalt pedestrian walkway onsite adjacent to the 20-foot wide access road.

Public Facilities (15.90)

15.90.010 Public Facilities Improvement

Minor betterment, improvements, replacement or reconstruction of existing public facilities such as sewer and water lines, storm water drainage facilities, sidewalks and other pedestrian ways or facilities, bikeways and similar public facilities within rights-of-ways and easements for the purposes existing on or before the effective date of this ordinance, or on contiguous publicly-owned property designated, intended or utilized to support the facilities, or the facilities that are set forth within an adopted public facilities plan or other capital improvement plan duly adopted on or before the effective date of this ordinance, are exempt from permit requirements, unless specifically set forth otherwise.

15.90.020 Developer Responsibility for Streets and Other Public Facilities

- A. Duties of developer. It shall be the responsibility of the developer to construct all streets, curbs, sidewalks, sanitary sewers, storm sewers, water mains, electric, telephone and cable television lines necessary to serve the use or development in accordance with the specifications of the city and/or the serving entity.
- B. Over-Sizing. The City may require as a condition of development approval that sewer, water, or storm drainage systems serving new development be sized to accommodate future development within the area as projected by the applicable facility master plan, and the City may authorize other cost-recovery or cost- sharing methods as provided under state law.
- C. Inadequate existing streets. Whenever existing streets, adjacent to, within a tract or providing access to and/or from a tract, are of inadequate width and/or improvement standards, additional right-of- way and/or improvements to the existing streets may be required.
- D. Half streets. Half streets, while generally not acceptable, may be approved where

essential to the reasonable development of a proposed land development, and when the City finds it will be practical to require dedication and improvement of the other half of the street when the adjoining property is developed. Whenever a half street exists adjacent to a tract of land proposed for development, the other half of the street shall be dedicated and improved.

Applicant Response: The proposal includes all applicable Public Facility improvements required by City of La Pine Development Code and designed to City standards. Additional requirements may be revealed in the land use decision.

15.90.030 Sewer and Water

- A. Sewer and Water Plan Approval. Development permits for sewer and water improvements shall not be issued until the Public Works Director has approved all sanitary sewer and water plans in conformance with City standards.

Applicant Response: The proposal includes water and sewer services to the site, but does not include any improvements to public utilities. Additional requirements may be revealed in the land use decision.

- B. Inadequate Facilities. Development permits may be restricted or rationed by the City where a deficiency exists in the existing water or sewer system that cannot be rectified by the development and which, if not rectified, will result in a threat to public health or safety, surcharging of existing mains, or violations of state or federal standards pertaining to operation of domestic water and sewerage treatment systems. The City may require water booster pumps, sanitary sewer lift stations, and other critical facilities be installed with backup power.

Applicant Response: The existing water and sewer services are anticipated to be adequate for the proposed development. Additional requirements may be revealed in the land use decision.

15.90.040 Stormwater

- A. Accommodation of Upstream Drainage. Culverts and other drainage facilities shall be large enough to accommodate existing and potential future runoff from the entire upstream drainage area, whether inside or outside the development. Such facilities shall be subject to review and approval by the City Engineer.
- B. Effect on Downstream Drainage. Where it is anticipated by the City Engineer that the additional runoff resulting from the development will overload an existing drainage facility, the City shall withhold approval of the development until provisions have been made for improvement of the potential condition or until provisions have been made for storage of additional runoff caused by the development in accordance with City standards.

Applicant Response: Stormwater runoff from the site will be contained and treated on-site. The only increase in public runoff will occur from the proposed sidewalk and driveway entrances. The increase in runoff has been examined and determined it will not overload the existing drainage facility.

15.90.050 Utilities

- A. General Provision. The developer of a property is responsible for coordinating the development plan with the applicable utility providers and paying for the extension and installation of utilities not otherwise available to the subject property.

- B. Underground Utilities. All new electrical, telephone or other utility lines shall be underground unless otherwise approved by the city.
- C. Subdivisions. In order to facilitate underground placement of utilities, the following additional standards apply to all new subdivisions:
 1. The developer shall make all necessary arrangements with the serving utility to provide the underground services. Care shall be taken to ensure that no above ground equipment obstructs vision clearance areas for vehicular traffic.
 2. The City reserves the right to approve the location of all surface-mounted facilities.
 3. All underground utilities installed in streets must be constructed and approved by the applicable utility provider prior to the surfacing of the streets.
 4. Stubs for service connections shall be long enough to avoid disturbing the street improvements when service connections are made.
- D. Exception to Undergrounding Requirement. The City may grant exceptions to the undergrounding standard where existing physical constraints, such as geologic conditions, streams, or existing development conditions make underground placement impractical.

Applicant Response: The proposal includes underground utilities only and the developer will coordinate with all necessary utility service providers.

15.90.060 Public Street/Highway Improvement

The following public streets and highway improvement activities are permitted outright in all zones and are exempt from the permit requirements of this Code.

- A. Installation of additional and/or passing lanes, including pedestrian ways and/or bikeways, within a public street or highway right-of-way existing as of the effective date of this chapter, unless such adversely impacts on-street parking capacities and patterns.
- B. Reconstruction or modification of public roads and highways, not including the addition of travel lanes, where no removal or displacement of buildings would occur, and/or no new land parcels result.
- C. Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time when no longer needed.
- D. Minor betterment of existing public roads and highway related facilities such as maintenance yards, weigh stations, waysides, and, rest areas within a right-of-way existing as of the effective date of this Code. In addition, also exempt are contiguous public-owned property utilized to support the operation and maintenance of public roads and highways provided such is not located within a duly designated Residential Zone, or adjacent to or across the street from a lot or parcel within such a zone.
- E. The construction, reconstruction, or modification of a public street or highway that is identified as a priority project in a transportation system plan (TSP) or the State Transportation Improvement Plan (STIP) that was duly adopted on or before the effective date of this chapter.

- F. The design, construction, operation, and maintenance of a tourist-oriented or public wayside.

Applicant Response: The proposal includes sidewalks and two new driveway entrances within the ROW on Preble Way. These improvements are required by City of La Pine Development Code and will contribute to the betterment of the public roadway.

IV. Compliance with 2022 Oregon Fire Code

Section 503 Fire Apparatus Access Roads

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 5.3.1.3. See Appendix D.

Applicant Response: The proposed access road meets the dimensions required in Section 503 and Appendix D. The access road is longer than 150 feet and requires an approved turnaround. The project includes an alternative hammerhead design per Figure D1.03.1.

Section 507 Fire Protection Water Supplies

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Applicant Response: A fire hydrant is proposed near the entrance to the mobile home park. This fire hydrant meets the maximum distance of 400' from any portion of the proposed buildings.

507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method. See Appendix B.

Applicant Response: All existing and proposed buildings are under 3,600 square feet and will not have sprinkler systems. Table B105.1(1) requires the fire flow to be a minimum of 1,000 gallons per minute for 1 hour duration. Fire flow test results for the existing hydrant on Preble Way will be provided by the City of La Pine.

V. Summary and Conclusion

The preceding sections document that the proposed land division conforms to the applicable standards found in the City of La Pine Development Code Ordinance 2020-08 and the 2022 Oregon Fire Code. Because the proposal conforms to all applicable criteria and standards, the applicant requests that the City approve the Site Plan and Lot Line Adjustment applications as proposed.



February 21, 2024

City of La Pine, Engineering Department
16345 Sixth Street
La Pine, OR 97739

Re: Manufactured Home Park Trip Generation Statement, Tax Lot 221014CB01000

To whom it may concern,

We respectfully provide the following information to address the required Trip Generation Statement for a Site Plan Review for the proposed manufactured home park at 51372 Preble Way. We have analyzed trip generation for the site using the trip generation rates found in the 11th version of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

Weekday ADT

Proposed number of Dwelling Units = 11
Daily Trip Rate for Code 240 = 7.12 per dwelling (see attached)
Proposed ADT = 11 X 7.12 = 78.32 = 78

Weekday PM Peak Hour

Proposed number of Dwelling Units = 11
PM Peak Hour Rate for Code 240 = 0.65 per dwelling (see attached)
Proposed PM Peak Hour Trips = 11 X 0.65 = 7.15 = 7

The proposed development will provide access to the site from Preble Way, which is a local street, and will add 11 dwelling units. The anticipated increase in peak hour trips is less than 20 percent, and proposed ADT is less than 300. A Traffic Impact Analysis (TIA) will not be required.

Please contact me if you have any questions.

Sincerely,

Trevor Munro, PE
(541) 633-3140
tmunro@beconeng.com



RENEWALS: DECEMBER 31, 2024

Mobile Home Park (240)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 13

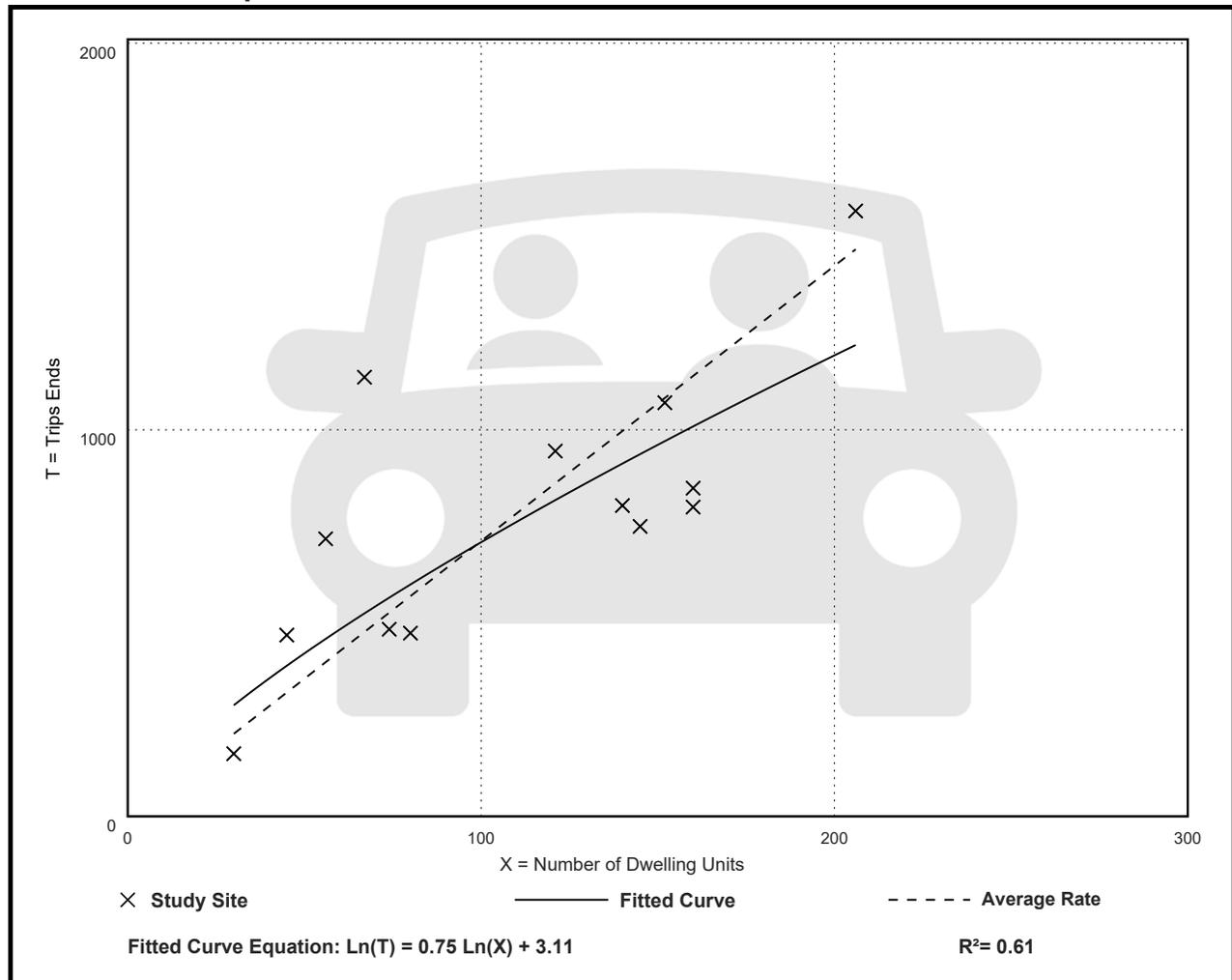
Avg. Num. of Dwelling Units: 110

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.12	5.00 - 16.96	2.91

Data Plot and Equation



Mobile Home Park (240)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 14

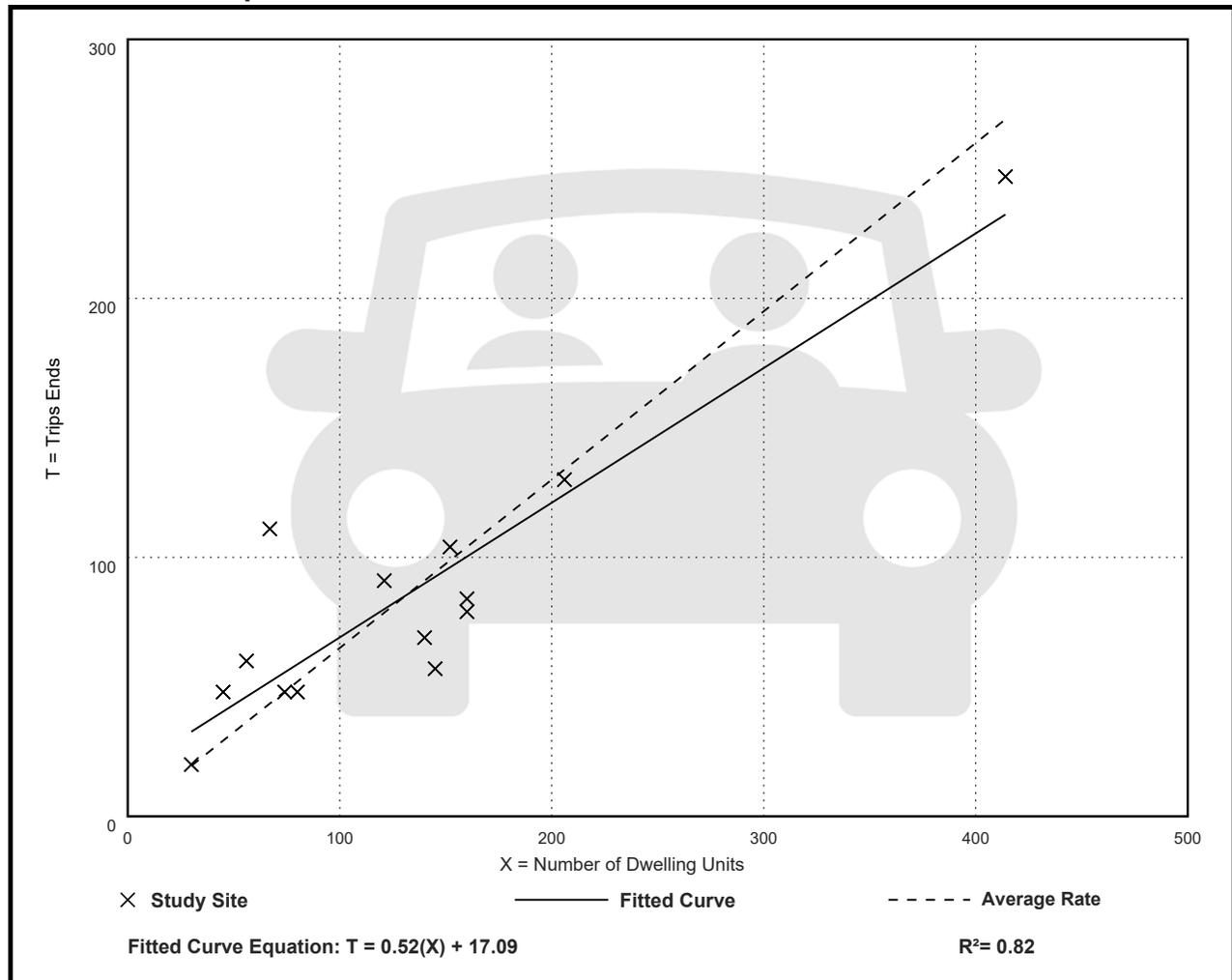
Avg. Num. of Dwelling Units: 132

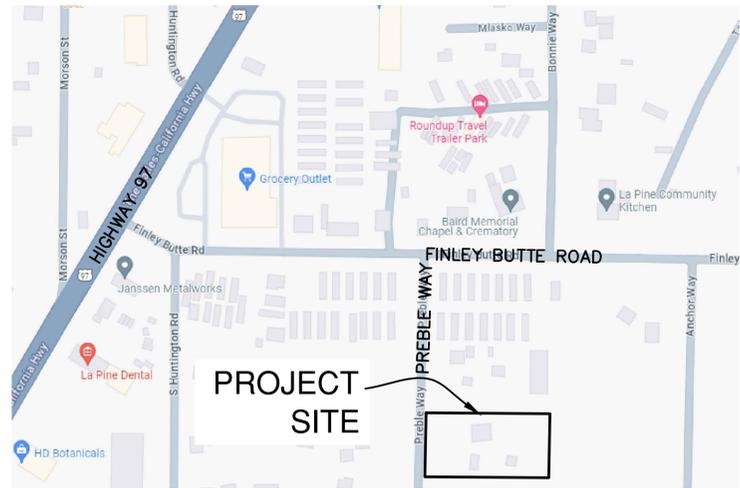
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.65	0.39 - 1.66	0.25

Data Plot and Equation





VICINITY MAP
NOT TO SCALE

MANUFACTURED HOME PARK

TAXLOT 221014CB01000

CITY OF LA PINE

DESCHUTES COUNTY, OREGON

FEBRUARY 2024

PROPERTY OWNER/ DEVELOPER:

MOMENTASIZE LLC
61239 TETHEROW DR #210
BEND, OR 97702

CIVIL ENGINEER & LAND SURVEYOR:

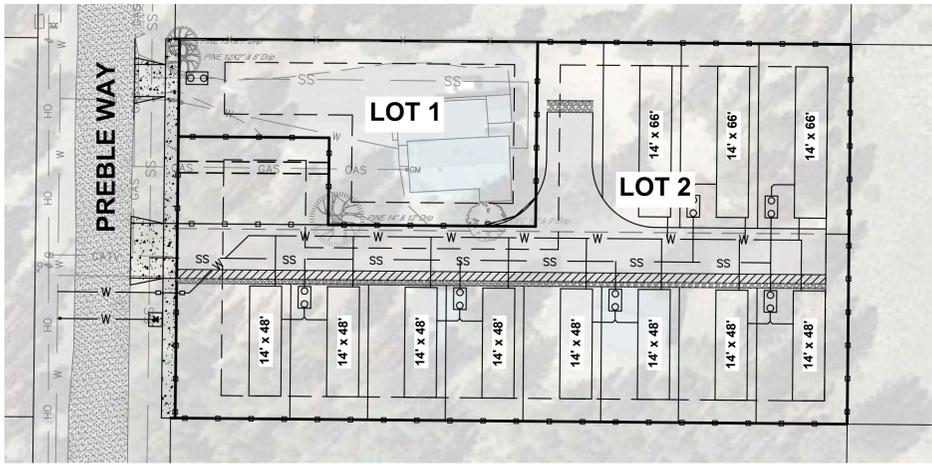
BECON CIVIL ENGINEERING & LAND SURVEYING
549 SW MILL VIEW WAY, SUITE 100
BEND, OREGON 97702

SITE DATA

ADDRESS: 51372 PREBLE WAY
PROPERTY AREA: 1.125 ACRES (BEFORE LLA AND ROW DEDICATION)
ZONING: CRMX - COMMERCIAL/RESIDENTIAL MIXED USE
EXISTING LAND USE: EXISTING HOUSE AND OUTBUILDINGS
PROPOSED LAND USE: LOT LINE ADJUSTMENT, OUTBUILDINGS TO BE REMOVED, 11-UNIT MANUFACTURED HOME PARK

CONSTRUCTION NOTES:

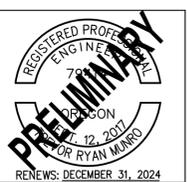
- NO CONSTRUCTION SHALL BE STARTED WITHOUT APPROVAL BY THE CITY OF LA PINE. THE CITY AND THE DESIGN ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY CONSTRUCTION WORK DONE PRIOR TO NOTICE TO PROCEED BEING ISSUED OR WITHOUT INSPECTION WILL BE REJECTED. NO CONSTRUCTION SHALL BE CONDUCTED IN PUBLIC ROW UNTIL CONTRACTOR OBTAINS A ROW PERMIT FROM DESCHUTES COUNTY.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS ON THE JOB SITE INCLUDING BUT NOT LIMITED TO, ALL DIMENSIONS, GRADES, ELEVATIONS, EXTENT AND COMPATIBILITY TO THE EXISTING SITE CONDITIONS, AND WITH THE WORK DESCRIBED ON THE ENGINEER'S DRAWINGS. ANY DISCREPANCIES OR UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. CONTRACTOR SHALL NOT PROCEED WITH ANY OF THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, THEN IT IS UNDERSTOOD THAT THE CONTRACTOR IS CHOOSING TO PROCEED AT THE CONTRACTOR'S OWN RISK AND SHALL INCUR ALL COSTS, IF ANY TO RESOLVE THE ISSUES TO THE SATISFACTION OF THE ENGINEER.
- A CITY INSPECTOR ACTING ON BEHALF OF THE CITY MAY REQUIRE REVISIONS IN PLANS TO SOLVE UNFORESEEN PROBLEMS THAT MAY ARISE IN THE FIELD.
- ALL CONSTRUCTION WORK AND INSTALLATIONS SHALL CONFORM TO CURRENT CITY OF LA PINE STANDARDS & SPECIFICATIONS REQUIREMENTS, AND ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT "UNDERGROUND LOCATE SERVICE" AT 1-800-332-2344 AT LEAST 48 BUSINESS-DAY HOURS PRIOR TO THE START OF CONSTRUCTION FOR THE LOCATION OF POWER, GAS, CABLE TV AND TELEPHONE UNDERGROUND FACILITIES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
- ALL UTILITIES SHOWN ARE ACCURATE TO THE EXTENT OF AVAILABLE RECORDS AND KNOWLEDGE. NO POTHOLING TO VERIFY LOCATIONS AND ELEVATIONS HAS BEEN PERFORMED. THE CONTRACTOR HAS THE TOTAL RESPONSIBILITY TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND TO NOTIFY THE UTILITY COMPANIES WHEN WORKING IN THEIR PROXIMITY. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503)232-2987.
- ALL GRADING SHALL BE IN CONFORMANCE WITH THE CURRENT CITY STANDARDS AND SPECIFICATIONS AND CURRENT GRADING ORDINANCE. ALL SUBGRADE MATERIAL SHALL BE CONSIDERED CLASS A AND COMPACTED TO 95% OF OPTIMUM DENSITY. AS SPECIFIED IN THESE PLANS, ALL FILL MATERIAL SHALL BE COMPACTED TO 95% RELATIVE COMPACTION PER THE CITY STANDARDS. TESTING TO BE REQUIRED IF REQUESTED BY THE OWNER OR EOR.
- ALL FINAL CUT SLOPES SHALL NOT EXCEED A GRADE OF 2 TO 1 VERTICAL UNLESS OTHERWISE APPROVED. FILL SLOPES SHALL NOT EXCEED A GRADE OF 2 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL UNSUITABLE SOILS MATERIALS, RUBBISH AND DEBRIS RESULTING FROM GRADING OPERATIONS SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF PROPERLY.
- THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, AND METHODS REQUIRED TO PREVENT DUST IN AMOUNTS DAMAGING TO PROPERTY, CULTIVATED VEGETATION AND DOMESTIC ANIMALS OR CAUSING A NUISANCE TO PERSONS OCCUPYING BUILDINGS IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST RESULTING FROM CONSTRUCTION.
- THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE INDUSTRIAL SAFETY REGULATIONS. THE CITY AND DESCHUTES COUNTY AND THEIR OFFICIALS, THE ENGINEER, AND THE OWNER SHALL NOT BE RESPONSIBLE FOR ENFORCING SAFETY REGULATIONS.
- MATERIAL QUANTITIES USED, NOTED, OR PROVIDED IN A SEPARATE ITEMIZED QUANTITY TAKE-OFF ARE AN ENGINEER'S OPINION OF PROBABLE MATERIAL REQUIREMENTS, AND IS AN ESTIMATE ONLY. CONTRACTORS HAVE THE SOLE RESPONSIBILITY OF MAKING THEIR OWN QUANTITY TAKE-OFF AND COST ESTIMATE.
- ALL WORK SHALL BE PERFORMED BY A CITY APPROVED CONTRACTOR.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS (PUE) IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITH IN THE PUE AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT PRIOR WRITTEN APPROVAL OF THE UTILITIES AND FACILITIES IN THE PUE.
- CITY ENGINEER'S SIGNATURE DOES NOT CONSTITUTE APPROVAL OF FACILITIES PROPOSED ON PRIVATE PROPERTY. SEPARATE PERMITS ISSUED BY THE BUILDING DEPARTMENT ARE REQUIRED AND SHALL BE OBTAINED BY THE DEVELOPER FOR FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- ANY WORK WITHIN EXISTING PUBLIC RIGHT-OF-WAY OR DEDICATED CITY EASEMENTS REQUIRES A SEPARATE RIGHT-OF-WAY EXCAVATION PERMIT OBTAINED FROM THE CITY ENGINEERING DIVISION.
- ACCESS TO EXISTING PROPERTIES/RESIDENTS AFFECTED BY CONSTRUCTION ACTIVITIES WILL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR. EMERGENCY ACCESS AND COORDINATION OF BEND EMERGENCY SERVICES WILL BE REQUIRED.
- SURVEY MONUMENTS, CONTROLS, OR PROPERTY CORNERS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES WILL BE RE-ESTABLISHED, RESTORED, AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- ALL NECESSARY CHANGES TO DESIGN PLANS, REVEALED DURING CONSTRUCTION, MUST BE APPROVED BY THE DESIGN ENGINEER AND CITY OF LA PINE.



SITE MAP
SCALE: NTS

SHEET INDEX:

- C1.0 COVER SHEET
- C2.0 EXISTING CONDITIONS & DEMO PLAN
- C3.0 SITE & UTILITY PLAN
- C3.1 LANDSCAPE PLAN
- C4.0 GRADING & DRAINAGE PLAN



MANUFACTURED HOME PARK
51372 PREBLE WAY
COVER SHEET
CITY OF LA PINE, DESCHUTES COUNTY, OREGON



REVISIONS:
1. _____
2. _____
3. _____

DESIGNED BY: TRM
DRAWN BY: BECON
SCALE: NTS
FILE: 23161
DATE: 02/19/2024

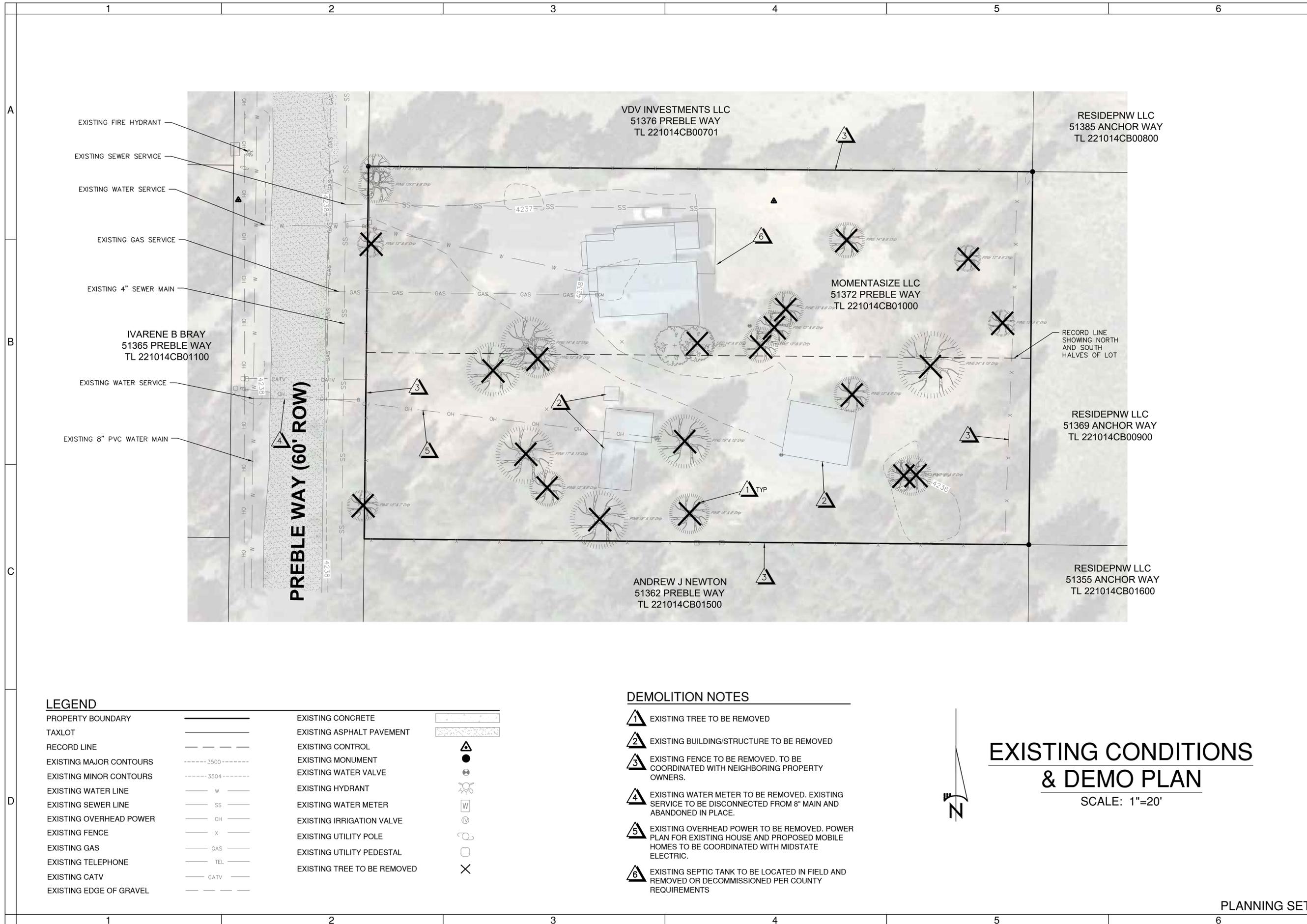
549 SW MILL VIEW WAY
SUITE 100
BEND, OREGON 97702
(541) 633-3140
www.becong.com

VERIFY SCALES
0 1"
BAR EQUALS ONE INCH
ON ORIGINAL DRAWING

SHEET:
C1.0
1 OF 5

PERMIT# TBD

PLANNING SET



- EXISTING FIRE HYDRANT
- EXISTING SEWER SERVICE
- EXISTING WATER SERVICE
- EXISTING GAS SERVICE
- EXISTING 4" SEWER MAIN

IVARENE B BRAY
51365 PREBLE WAY
TL 221014CB01100

- EXISTING WATER SERVICE
- EXISTING 8" PVC WATER MAIN

PREBLE WAY (60' ROW)

VDV INVESTMENTS LLC
51376 PREBLE WAY
TL 221014CB00701

RESIDEPNW LLC
51385 ANCHOR WAY
TL 221014CB00800

MOMENTASIZE LLC
51372 PREBLE WAY
TL 221014CB01000

RESIDEPNW LLC
51369 ANCHOR WAY
TL 221014CB00900

ANDREW J NEWTON
51362 PREBLE WAY
TL 221014CB01500

RESIDEPNW LLC
51355 ANCHOR WAY
TL 221014CB01600

LEGEND

PROPERTY BOUNDARY		EXISTING CONCRETE	
TAXLOT		EXISTING ASPHALT PAVEMENT	
RECORD LINE		EXISTING CONTROL	
EXISTING MAJOR CONTOURS		EXISTING MONUMENT	
EXISTING MINOR CONTOURS		EXISTING WATER VALVE	
EXISTING WATER LINE		EXISTING HYDRANT	
EXISTING SEWER LINE		EXISTING WATER METER	
EXISTING OVERHEAD POWER		EXISTING IRRIGATION VALVE	
EXISTING FENCE		EXISTING UTILITY POLE	
EXISTING GAS		EXISTING UTILITY PEDESTAL	
EXISTING TELEPHONE		EXISTING TREE TO BE REMOVED	
EXISTING CATV			
EXISTING EDGE OF GRAVEL			

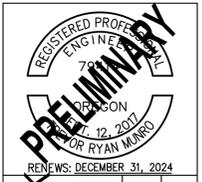
DEMOLITION NOTES

- EXISTING TREE TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- EXISTING FENCE TO BE REMOVED. TO BE COORDINATED WITH NEIGHBORING PROPERTY OWNERS.
- EXISTING WATER METER TO BE REMOVED. EXISTING SERVICE TO BE DISCONNECTED FROM 8" MAIN AND ABANDONED IN PLACE.
- EXISTING OVERHEAD POWER TO BE REMOVED. POWER PLAN FOR EXISTING HOUSE AND PROPOSED MOBILE HOMES TO BE COORDINATED WITH MIDSTATE ELECTRIC.
- EXISTING SEPTIC TANK TO BE LOCATED IN FIELD AND REMOVED OR DECOMMISSIONED PER COUNTY REQUIREMENTS



EXISTING CONDITIONS & DEMO PLAN

SCALE: 1"=20'



MANUFACTURED HOME PARK - PRELIMINARY
51372 PREBLE WAY
EX. CONDITIONS & DEMO PLAN
CITY OF LA PINE, DESCHUTES COUNTY, OREGON



REVISIONS:

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2.	
3.	

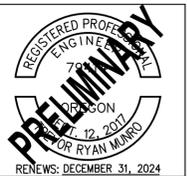
DESIGNED BY: TRM
DRAWN BY: BECON
SCALE: 1"=20'
FILE: 23161
DATE: 02/19/2024

BECON
Civil Engineering & Land Surveying
549 SW MILL VIEW WAY
SUITE 100
BEND, OREGON 97702
(541) 633-3140
www.beconeg.com

VERIFY SCALES
0 1" BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: **C2.0**
2 OF 5
PERMIT# TBD

PLANNING SET



RENEWS: DECEMBER 31, 2024

MANUFACTURED HOME PARK
51372 PREBLE WAY
SITE & UTILITY PLAN
 CITY OF LA PINE, DESCHUTES COUNTY, OREGON



REVISIONS:
 1. _____
 2. _____
 3. _____

BECON
 CIVIL ENGINEERING & LAND SURVEYING
 549 SW MILL VIEW WAY
 SUITE 100
 BEND, OREGON 97702
 (541) 633-3140
 www.beconeg.com

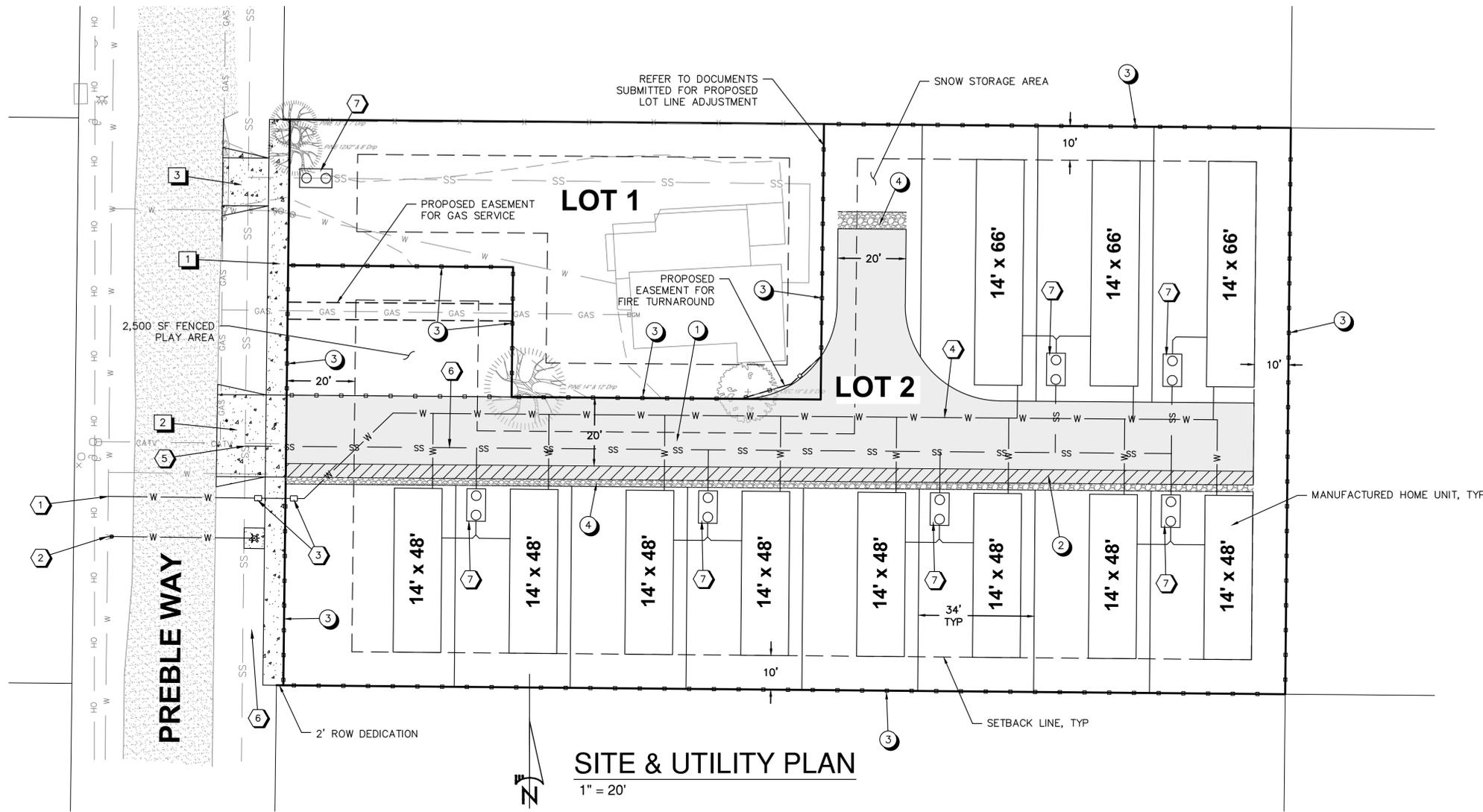
DESIGNED BY: TRM
 DRAWN BY: BECON
 SCALE: 1"=20'
 FILE: 23161
 DATE: 02/19/2024

VERIFY SCALES
 0 1"
 BAR EQUALS ONE INCH
 ON ORIGINAL DRAWING

SHEET: **C3.0**

3 OF 5

PERMIT# TBD



SITE & UTILITY PLAN
 1" = 20'

LEGEND

PROPOSED PROPERTY LINE	—
PROPOSED WATER LINE	— w —
PROPOSED SEWER LINE	— ss —
PROPOSED FENCE	— o — o —
PROPOSED EASEMENT	- - - -
PROPOSED SETBACK LINE	- · - · -
PROPOSED CONCRETE	[Pattern]
PROPOSED ASPHALT PAVEMENT	[Pattern]
PROPOSED DRAIN ROCK	[Pattern]
PROPOSED PEDESTRIAN STRIPING	[Pattern]

ROW NOTES

- 1 CONSTRUCT 6' WIDE CONCRETE SIDEWALK PER ODOT STD DWG'S RD721 AND RD722
- 2 CONSTRUCT 24' WIDE CONCRETE DRIVEWAY PER ODOT STD DWG RD740
- 3 CONSTRUCT 14' WIDE CONCRETE DRIVEWAY PER ODOT STD DWG RD740

SITE NOTES

- 1 CONSTRUCT 3" ASPHALT OVER 8" COMPACTED AGGREGATE BASE FOR ACCESS ROAD
- 2 4' WIDE STRIPED PEDESTRIAN ACCESS
- 3 PROPOSED PERIMETER FENCE
- 4 DRAIN ROCK, REFER TO C5.0

UTILITY NOTES

- 1 INSTALL 2" WATER SERVICE PER COLP STANDARDS
- 2 INSTALL FIRE HYDRANT PER COLP STANDARDS
- 3 INSTALL 1.5" METER AND BACKFLOW PER COLP STANDARDS
- 4 INSTALL 2" PVC WATER SERVICE WITH 3/4" SERVICES TO EACH UNIT
- 5 INSTALL 4" SANITARY SEWER SERVICE TAP TO EXISTING 4" SEWER MAIN. TO BE INSTALLED AND TESTED PER CITY OF LA PINE STANDARDS AND SPECIFICATIONS.
- 6 INSTALL 4" SANITARY SEWER SERVICE WITH 4" SERVICES TO EACH UNIT @ 1% MIN SLOPE
- 7 INSTALL 1,000 GALLON TRAFFIC RATED SEPTIC TANKS

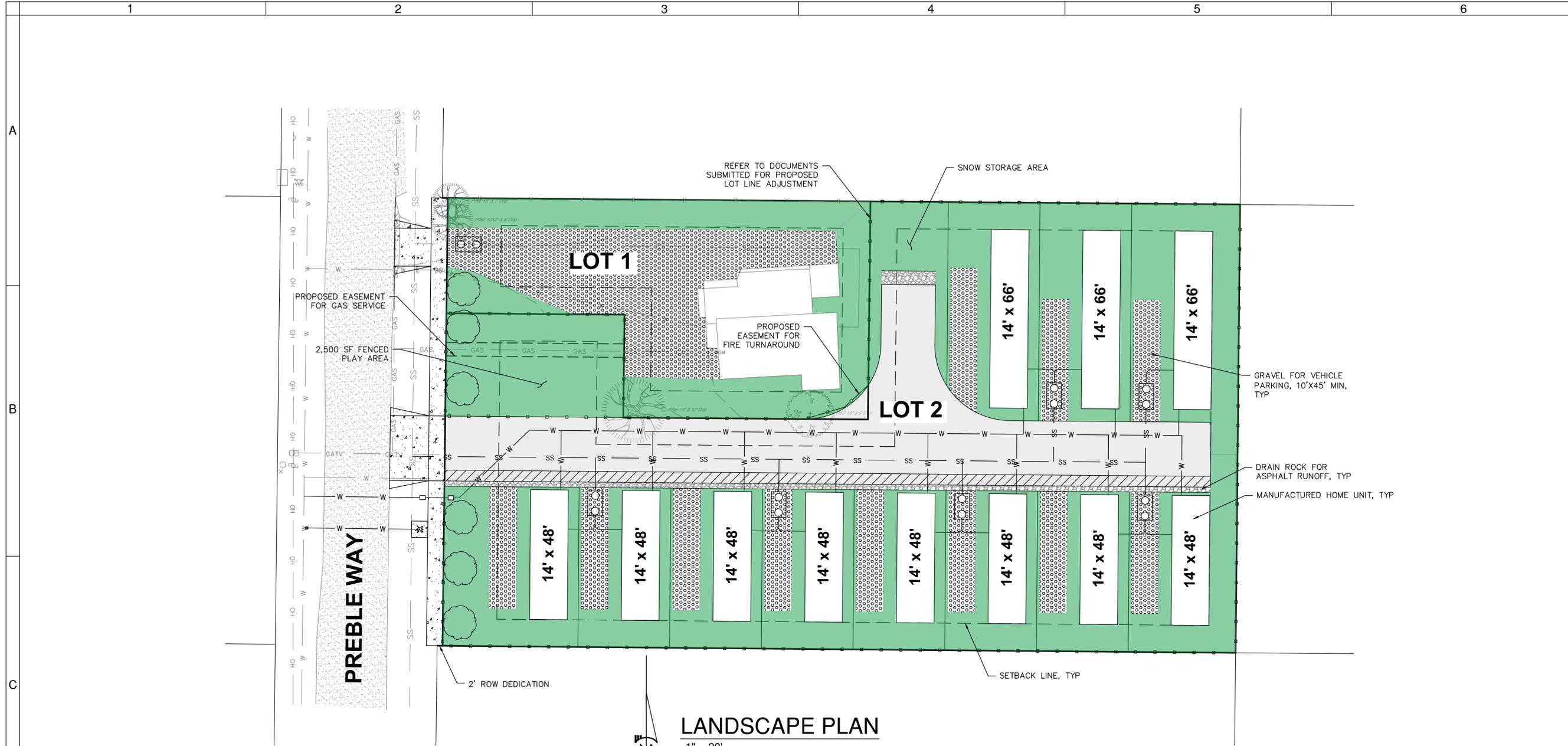
PROPOSED LOT LINE DATA

LOT AREA = 1.125 ACRES/ 49,010 SF (INCLUDES NORTH AND SOUTH HALVES BEFORE LLA AND ROW DEDICATION)

LOT 1 (AFTER LLA AND ROW DEDICATION)
 LOT AREA = 0.233 ACRES/ 10,126 SF

LOT 2 (AFTER LLA AND ROW DEDICATION)
 LOT AREA = 0.885 ACRES/ 38,553 SF

PLANNING SET



LANDSCAPE PLAN
1" = 20'

LEGEND

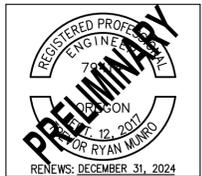
- PROPOSED LANDSCAPING
- GRAVEL FOR PARKING AREAS
- PROPOSED DRAIN ROCK
- PROPOSED LANDSCAPE TREE

LOT 1 LANDSCAPE AREA CALCULATIONS

LOT AREA = 0.233 ACRES/ 10,126 SF (AFTER LLA AND ROW DEDICATION)
 LOT BUILDING COVERAGE = 1,938 SF (19.1%)
 ASPHALT COVERAGE = 88 SF (0.9%)
 TOTAL IMPERVIOUS AREA = 2,026 SF (20.0%)
 PARKING LOT GRAVEL = 4,015 SF (39.7%)
 LANDSCAPE AREA REQUIRED = 20% OF LOT = 2,025 SF
 LANDSCAPE AREA PROVIDED = 4,085 SF (40.3%)

LOT 2 LANDSCAPE AREA CALCULATIONS

LOT AREA = 0.885 ACRES/ 38,553 SF (AFTER LLA AND ROW DEDICATION)
 LOT BUILDING COVERAGE = 8,148 SF (21.1%)
 ASPHALT COVERAGE = 8,062 SF (20.9%)
 TOTAL IMPERVIOUS AREA = 16,210 SF (42.1%)
 PARKING LOT GRAVEL = 4,998 SF (13.0%)
 DRAIN ROCK = 668 SF (1.7%)
 LANDSCAPE AREA REQUIRED = 20% OF LOT = 7,710 SF
 LANDSCAPE AREA PROVIDED = 16,677 SF (43.3%)



RENEWS: DECEMBER 31, 2024

MANUFACTURED HOME PARK
51372 PREBLE WAY
LANDSCAPE PLAN
 CITY OF LA PINE, DESCHUTES COUNTY, OREGON



REVISIONS:
 1. _____
 2. _____
 3. _____

DESIGNED BY: TRM
 DRAWN BY: BECON
 SCALE: 1"=20'
 FILE: 23161
 DATE: 02/19/2024

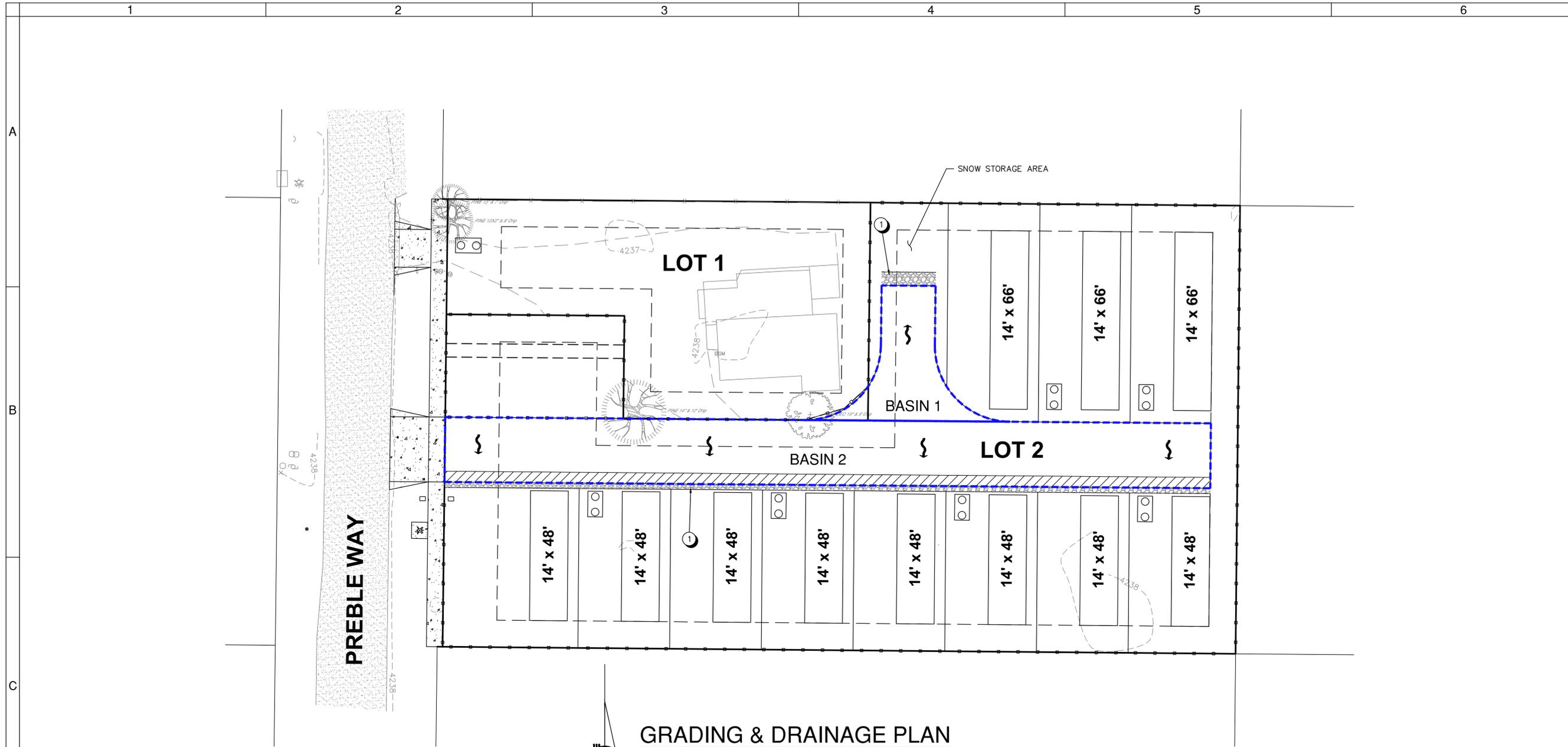
VERIFY SCALES
 0 1"
 BAR EQUALS ONE INCH
 ON ORIGINAL DRAWING

SHEET:
C3.1

4 OF 5

PERMIT# TBD

PLANNING SET



GRADING & DRAINAGE PLAN

1" = 20'

GRADING & DRAINAGE NOTES

- 1 PROPOSED DRAINAGE ROCK PER DETAIL THIS SHEET. REFER TO STORMWATER CALCULATIONS TABLE (TBD).

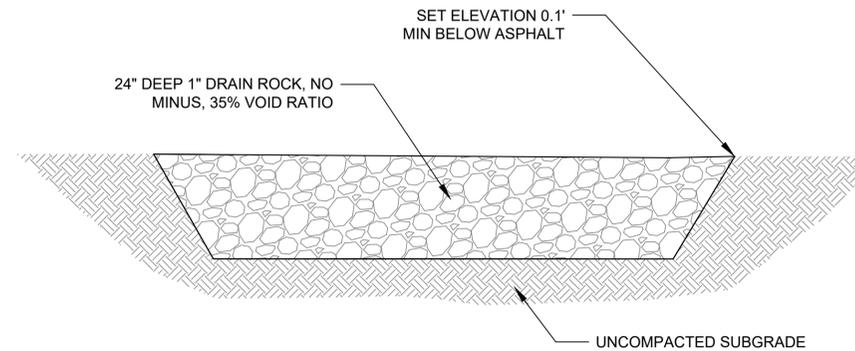
LEGEND

PROPOSED MINOR CONTOUR	———— 3581 ————
PROPOSED MAJOR CONTOUR	———— 3580 ————
EXISTING MINOR CONTOUR	- - - - - 3581 - - - - -
EXISTING MAJOR CONTOUR	- - - - - 3580 - - - - -
PROPOSED DRAINAGE BASIN	————— 1 —————
SURFACE FLOW ARROW	~~~~~

STORMWATER CALCULATIONS (TBD)

6 MONTH = 1.1" / 25 YEAR = 2.6" / 100 YEAR = 3.0"

BASIN	IMPERVIOUS AREA (SF/AC) CN=98	25 YR STORM PEAK FLOW (CFS/GPM)	25 YR STORM VOLUME (CF/GAL)	DESIGN INFILTRATION (IN/HR)	DESIGN INFILTRATION (CFS/GPM)	25 YR REQ. STORAGE (CF/GAL)	AVAILABLE STORAGE (CF/GAL)
1							
2							



DRAINAGE ROCK DETAIL

SCALE: NTS



RENEWS: DECEMBER 31, 2024

MANUFACTURED HOME PARK
51372 PREBLE WAY
GRADING & DRAINAGE PLAN
 CITY OF LA PINE, DESCHUTES COUNTY, OREGON

LA PINE
 OREGON

BECON
 CIVIL ENGINEERING & LAND SURVEYING
 549 SW MILL VIEW WAY
 SUITE 100
 BEND, OREGON 97702
 (541) 633-3140
 www.beconeg.com

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 SCALE: 1"=20'
 FILE: 23161
 DATE: 02/19/2024

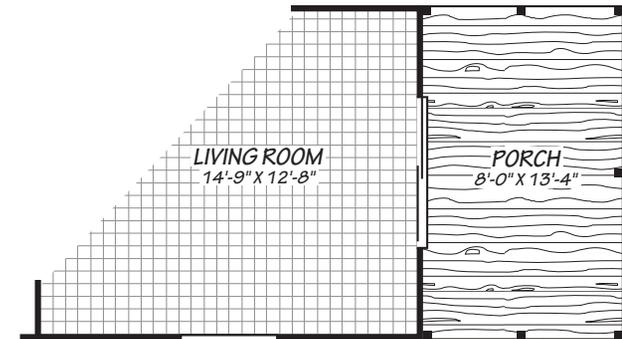
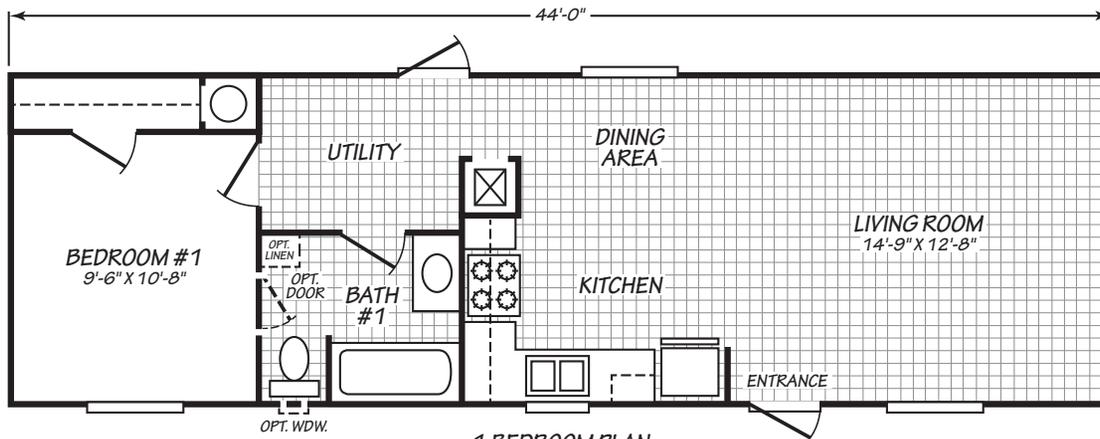
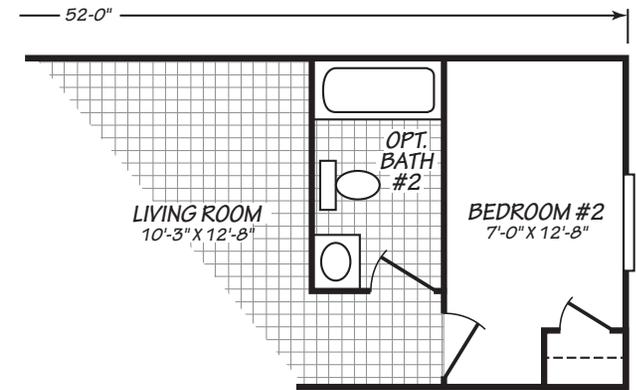
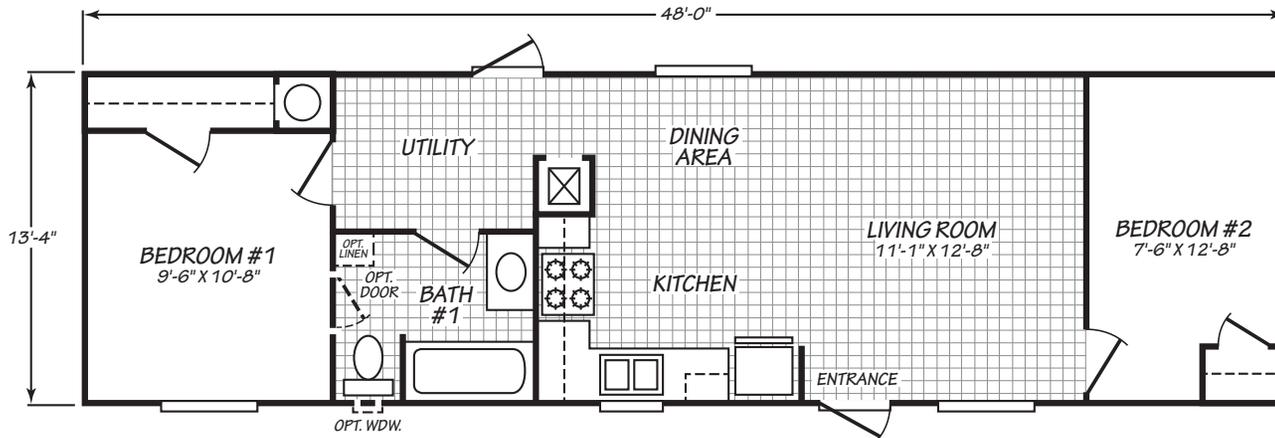
VERIFY SCALES
 0 1"
 BAR EQUALS ONE INCH
 ON ORIGINAL DRAWING

SHEET: **C4.0**

5 OF 5

PERMIT# TBD

PLANNING SET



1 BEDROOM PLAN

OPT. PORCH (FOR 1 BEDROOM PLAN)

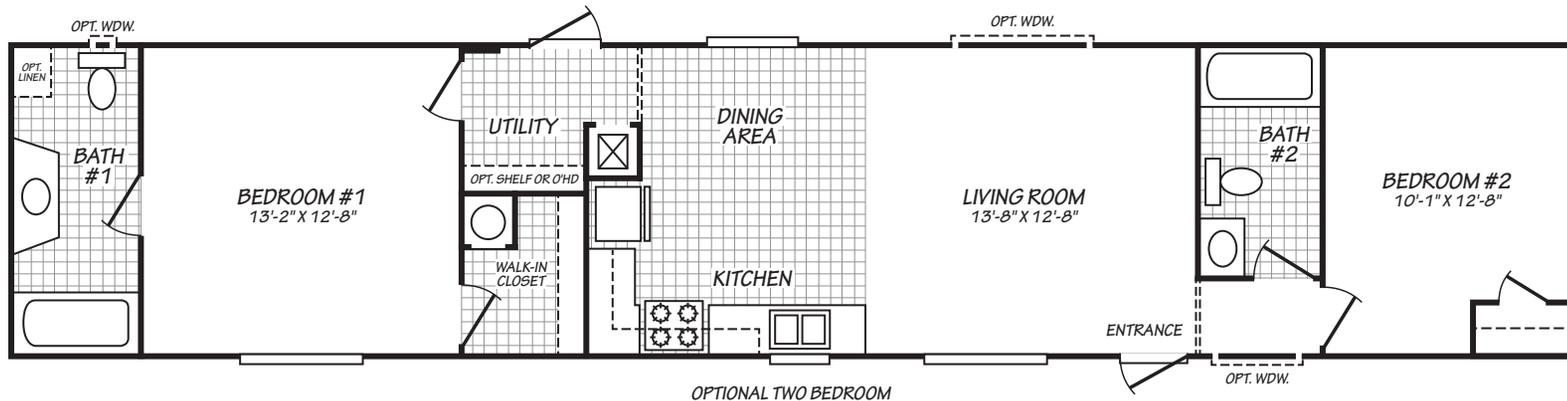
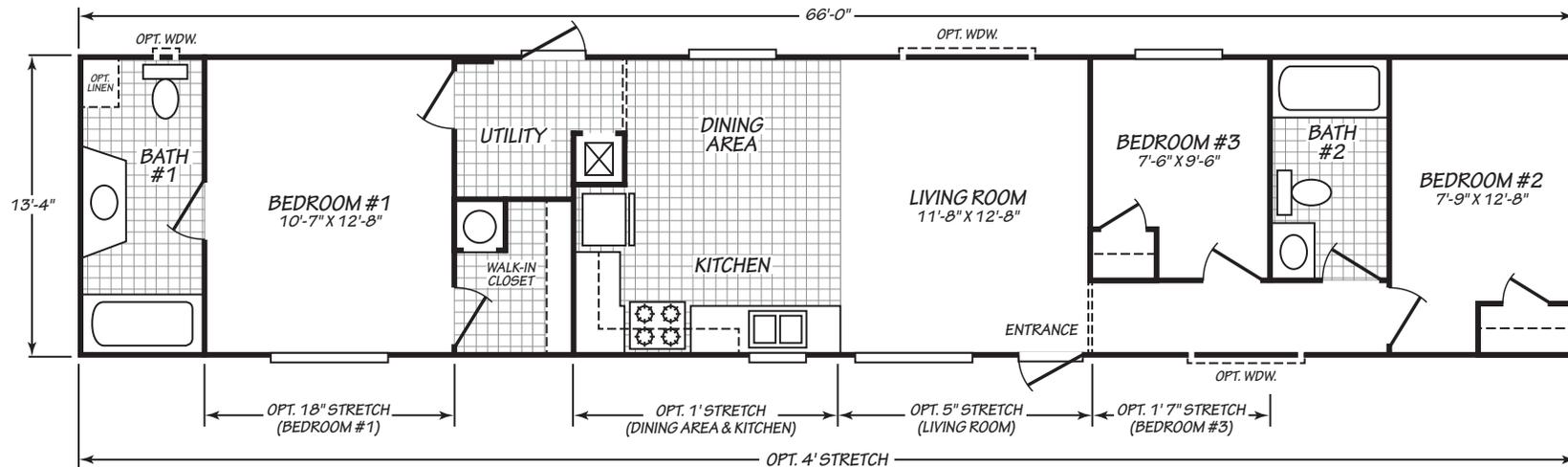
MODEL 14482P

2 Bedroom • 1 Bath • 640 Square Feet

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Important: Because we continually update and modify our products, it is important for you to know that our brochures and literature are for illustrative purposes only. **ILLUSTRATIONS MAY SHOW OPTIONAL FEATURES.** All information contained herein may vary from the actual home we build. Dimensions are nominal length and width measurements are from exterior wall to exterior wall. We reserve the right to make changes at any time, without notice or obligation, in prices, colors, materials, specifications, features and models. Please check with your retailer for specific information about the home you select.





MODEL 14663P

3 Bedroom • 2 Bath • 880 Square Feet

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PU/230/JUN23
PFS APPROVAL_6/05/23



Pure Home Option Form

Description	Price	Qty
PACKAGES		
Package - Bath Upgrade	\$2,235.00	
Window - 14 x 42 Bath Vinyl	Package Only	
Window - 36 x 8 Vinyl	Package Only	
Tissue Holder & Towel Bar	\$35.00	
Faucets - Single Lever T/O	\$230.00	
Lavy - China Bath Lavy - M Bath	\$70.00	
Lavy - China Bath Lavy - G Bath	\$70.00	
Shower Stall - Fiberglass 60" - Master Bathor	\$690.00	
Tub/Shower One Piece Oval 60" - Master Bath	\$620.00	
Tub/Shower One Piece 60" - Guest Bath	\$460.00	
Package - Deluxe Kitchen - Stainless Steel - Electric	\$4,937.00	
Range - Electric - Smooth Top - Stainless Steel	Package Only	
Refrigerator - 28 CF SxS - Stnls Steel	Package Only	
Light - Pendant w/Edison Bulb	Package Only	
Cabs - Lined Base	Package Only	
Molding - Crown - Kitchen Cabinets	Package Only	
Overhead Cab - Over Refrigerator	Package Only	
Overhead Cab - 42" W/2 Adjustable Shelves	Package Only	
Dishwasher - Stainless Steel	\$695.00	
Microwave - Over Range - Stainless Steel	\$640.00	
Package - Deluxe Kitchen - Stainless Steel - Gas	\$5,171.00	
Range - Gas - Self Cleaning - Stainless Steel	Package Only	
Refrigerator - 28 CF SxS - Stnls Steel	Package Only	
Light - Pendant w/Edison Bulb	Package Only	
Cabs - Lined Base	Package Only	
Overhead Cab - Over Refrigerator	Package Only	
Overhead Cab - 42" W/2 Adjustable Shelves	Package Only	
Detector - Carbon Monoxide & Smoke (HUD Compliant)	\$250.00	
Dishwasher - Stainless Steel	\$695.00	
Molding - Crown - Kitchen Cabinets	\$140.00	
Microwave - Over Range - Stainless Steel	\$640.00	
Package - Deluxe Interior	\$5701 - \$6820	
T&T - T/O (Per Sq. FT)	\$2.75	
Cab Doors - Stiles Hardwood Shaker - Coffee Cherry	\$2,240.00	
Cab Doors - Stiles Hardwood Shaker - White	\$2,240.00	
Floor Covering - Vinyl Entry - DOUBLE ONLY	\$80.00	
Shelf - Utility 1	\$50.00	
Tile Backsplash T/O - 4"	\$410.00	
Carpet - Basic Mix	\$395.00	
Faucets - Single Lever T/O	\$230.00	
Package - Energy Star	\$3095- \$3445	
Package - WUI (per LF)	\$45.00	
STRUCTURAL		
Flip End to End	\$1,430.00	
Floor Plan - Mirror Image	\$1,430.00	
Wall & Door - Master Closet	\$395.00	
PLUMBING		
Water Shut Off Valves T/O	\$175.00	
ELECTRICAL		
AC Disconnect	\$195.00	
Ceiling Fan - Wire Only	\$130.00	
Electric Service - 100 Amp	\$0.00	
Electric Service - 200 Amp	\$0.00	
Recept - Exterior - GFI - Add	\$100.00	
Recept - Interior - Add	\$45.00	
FLOORS		
Carpet - Basic Mix	\$395.00	
Carpet - Omit	-\$225.00	
Carpet Pad - Omit	-\$150.00	
Floor Covering - Vinyl ILO Carpet (per room)	\$170.00	
Ship Loose - Lino Bar (3 Pcs)	\$240.00	
CABINERY		
Base Cab - Drawer over Door - Per Drawer	\$55.00	
Cab Doors - Stiles Hardwood Shaker - Coffee Cherry	\$2,240.00	
Cab Doors - Stiles Hardwood Shaker - White	\$2,240.00	
Cabs - Lined Overheads	\$290.00	
Hardware - Cabinet Knobs on Doors & Drawers	\$75.00	
Molding - Crown - Kitchen Cabinets	\$140.00	
Shelf - Utility 1	\$50.00	
Tile Backsplash - T/O - 4"	\$410.00	

Description	Price	Qty
KITCHEN		
Dishwasher - Plumb & Wire Only w/ Opening	\$80.00	
Dishwasher - Stainless Steel	\$695.00	
Garbage Disposal	\$200.00	
Microwave - Over Range - Stainless Steel	\$640.00	
Range - Gas - Stainless Steel	\$260.00	
Range - Omit	-\$225.00	
Refrigerator - Omit	-\$310.00	
Faucet - Single Lever - Gooseneck w/Pull Down Sprayer	\$260.00	
UTILITY ROOM		
Furnace - Electric	\$0.00	
Furnace - Gas	\$640.00	
Furnace - High Efficiency Gas	\$1,720.00	
Wtr Htr - 50 Gallon Electric	\$240.00	
Wtr Htr - 50 Gallon Gas	\$1,245.00	
INTERIOR		
T&T - T/O	\$2.75	
EXTERIOR		
Axle - Brake Entire Floor - PER FLOOR	\$300.00	
Chassis - Modified - per LF	\$12 - \$20	
Foundation Ready	\$920.00	
Roof Load - 40 lb w/3:12 Roof Pitch - 16' Wide (per LF)	\$5.00	
Roof Load - 60 lb w/3:12 Roof Pitch - 16' Wide (per LF)	\$26.00	
Roof Load - 80 lb w/3:12 Roof Pitch - 16' Wide (per LF)	\$45.00	
Roof Load - 100 lb w/3:12 Roof Pitch - 16' Wide (per LF)	\$65.00	
Roof Load - 120 lb w/3:12 Roof Pitch - 16' Wide (per LF)	\$65.00	
Roof Load - 40 lb w/3:12 Roof Pitch - 28' Wide (per LF)	\$10.00	
Roof Load - 60 lb w/3:12 Roof Pitch - 28' Wide (per LF)	\$60.00	
Roof Load - 80 lb w/3:12 Roof Pitch - 28' Wide (per LF)	\$90.00	
Roof Load - 100 lb w/3:12 Roof Pitch - 28' Wide (per LF)	\$120.00	
Roof Load - 120 lb w/3:12 Roof Pitch - 28' Wide (per LF)	\$130.00	
Barrier - Air Infiltration	\$380.00	
Ship Loose - Exterior Bottom Trim	\$295.00	
Hose Bibb	\$90.00	
Shutter - Exterior - Craftsman (per window)	\$100.00	
DOORS & WINDOWS		
Door - Exterior - 6 Panel Inswing - 36" Front	\$525.00	
Door - Exterior - 6 Panel Inswing - 36" Rear	\$525.00	
Door - Exterior - Inswing Rear w/9 Light & Deadbolt - 36"	\$575.00	
BATHROOMS		
Lavy - China Bath Lavy	\$70.00	
Lavy - Double Bowl in Master Bath	\$280.00	
Medicine Cabinet - Mirrored - Master bath	\$130.00	
Medicine Cabinet - Mirrored - Guest Bath	\$130.00	
Shower Stall - Fiberglass 60" - Master Bath	\$690.00	
Toilet - Raised Height (each)	\$220.00	
Tub/Shower One Piece Oval 60" - Master Bath	\$620.00	
Tub/Shower One Piece 60" - Guest Bath	\$460.00	
MISCELLANEOUS		
Detector - Carbon Monoxide & Smoke (HUD Compliant)	\$250.00	
MODEL SPECIFIC OPTIONS		
16723P		
Shrink - 4' - Alternate	-\$895.00	
Stretch - 4' - Alternate	\$2,495.00	
28563P		
Package - Curb Appeal	\$3,832.00	
Eaves - 6" - (per perimeter ft)	\$6.00	
Shutter - Exterior - Craftsman (per window)	\$100.00	
Dormer - 10'	\$1,010.00	
Ship Loose - Exterior Bottom Trim	\$260.00	
Ducts - In Floor Crossover	\$470.00	
Wall & Door - Utility	\$395.00	
Carpet - Shake It Up	\$1,165.00	
Floor Covering - Vinyl Entry	\$80.00	
Eaves - 6" - (per perimeter ft)	\$6.00	
Dormer - 10'	\$1,010.00	
Roof - Ice & Snow Shield	\$600.00	
Door - Sliding Glass - Vinyl ILO 1 Window	\$890.00	



PURE HOMES STANDARD LIVING FEATURES

EXTERIOR

LP Smart Panel exterior siding
4" trim all windows
"Zero" eaves all sides multi-section
"Zero" end wall eaves on singlewides
Black roof vents

INTERIOR / FINISH WALLS

Factory select 10 oz. carpet
7/16" - 7# Carpet pad
(Carpet/Pad shipped loose on multi-section)
Factory select vinyl flooring in wet areas per plan
White textured ceilings (orange peel)
Factory select vinyl/paper covered wall panels T/O
Wire closet shelves

DOORS & WINDOWS

34" Fiberglass out-swing exterior doors
(no deadbolt)
Vinyl clad thermo-pane windows with Low "E"
2-Panel white interior doors
Residential style mortise door hinges
(3) hinges
Stick-on door stops
Horizontal slide windows

KITCHEN

18 cu. ft. Whirlpool frost free refrigerator
30" Whirlpool free standing electric range
w/clock, window & timer
30" power range hood with light
7" Double cell stainless steel sink
Dual handle chrome faucet
Bank of drawers
Laminate backsplash

MASTER BATH

60" 3 pc. ABS tub/shower per plan
Acrylic sink w/dual handle faucets
Exhaust fan
Un-framed bathroom mirrors
36" height lavy cabinet
Laminate backsplash

GUEST BATH

60" 3 pc. ABS tub/shower
Acrylic sink w/dual handle faucets
Exhaust fan
Un-framed bathroom mirrors
36" height lavy cabinet
Laminate backsplash

CABINETS

MDF face frame
MDF cabinet doors
No cabinet door hardware
30" overhead kitchen cabinets
No shelf above washer/dryer
Unlined overhead cabinets w/single fixed shelf
Unlined base cabinets w/no center shelf
Metal side mount drawer guides
Wood ply drawer sides

ELECTRIC & PLUMBING

200 Amp all electric service (gas optional)
Master water shut-off valve
Shut-off valve on toilets
30 gallon electric water heater
Electric furnace
LED can lights T/O
GFI patio plug near rear door
Porch lights at all exterior doors

STRUCTURAL

1 Year "wall to wall" structural warranty
(see Homeowner's Guide for complete details)
3:12 Roof pitch
30 lb. Roof load
8' flat ceilings
2" x 6" Exterior walls 16" O.C.
19/32" T&G OSB floor decking
16" O.C. floor joists
Class A fire rated limited lifetime architectural
shingles
Removable hitch
Zone III Thermal Specifications:
R-21 roof, R-21 walls, R-11 floor

LIMITED AVAILABLE OPTIONS

NO ENGINEERING

Specifications Subject to Change Without Notice or Obligation

6/20/2023