



CITY OF LA PINE, OREGON URBAN RENEWAL AGENCY

Tuesday, September 6, 2022, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/82128482427>

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.

AGENDA

CALL TO ORDER

ESTABLISH QUORUM

PLEDGE OF ALLEGIANCE

ADDED AGENDA ITEMS

Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the Urban Renewal Agency.

APPROVAL OF MEETING MINUTES

- 1. July 5, 2022 Meeting Minutes.....3.

OLD BUSINESS

- 1. Gateway Arch (Discussion)

NEW BUSINESS

- 1. Dermatology Health Specialists Storefront Improvement Program Application
 - a. Application.....5.
 - b. Account Snapshot.....8.
 - c. Operating Agreement.....9.
 - d. Façade Improvement Description.....16.
 - e. Façade submittal (Black Front Blue Sides with Natural Siding).....18.
 - f. Façade submittal (Blue Front Blue Sides with Natural Siding).....19.
 - g. Image One.....20.
 - h. Image Two.....21.
 - i. Warranty Deed.....22.

OTHER MATTERS

Only Items that were previously added above in the Added Agenda Items will be discussed.

PUBLIC COMMENTS

STAFF COMMENTS

BOARD MEMBER COMMENTS

ADJOURN MEETING

Pursuant to ORS 192.640: This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the Urban Renewal Agency - Cancelled to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.

CITY OF LA PINE, OREGON
URBAN RENEWAL AGENCY

Tuesday, July 5, 3:00 p.m.
La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

MINUTES

1. CALL TO ORDER

Meeting was called to order at 3:00 p.m.

2. ESTABLISH A QUORUM

PRESENT

Vicki Russell, Colleen Scott, Scott Asla, Ann Gawith.

ABSENT

Andrea Hine.

STAFF

City Manager Geoffrey Wullschlager
City Planner Alexa Repko
SLED Director Patricia Lucas

3. PLEDGE OF ALLEGIANCE

4. ADDED AGENDA ITEMS

Any matters added to the agenda at this time will be discussed during the "Other Matters" portion of this Agenda or such time selected by the Urban Renewal Agency.

None.

5. APPROVAL OF MEETING MINUTES

1. Urban Renewal Minutes 06.22.2022

Motion made by Colleen Scott to approve the June 22, 2022, meeting minutes. A second was made by Ann Gawith.

Voting Yea: Scott Asla, Ann Gawith, Colleen Scott, Vicki Russell.

Voting Nay: None.

6. OLD BUSINESS

1. Gateway Arch (Discussion)

Geoff Wullschlager updated the Urban Renewal Agency on the potential gateway arch project and the procurement process. The project would take place in 2023.

7. NEW BUSINESS

1. Storefront Improvement Program.

Alexa Repko and Patricia Lucas shared updates on the Storefront Improvement Program with the Urban Renewal Agency.

8. OTHER MATTERS

Only items that were previously added above in the Added Agenda Items will be discussed.

None.

9. PUBLIC COMMENTS

Tammy Wisco with Retia Consult and Dermatology Health Specialists presented the Urban Renewal Agency with potential request for Storefront Improvement Program funds that would take place at 16440 3rd Street.

10. STAFF COMMENTS

None.

11. BOARD COMMENTS

The Urban Renewal Agency discussed the Wetlands Tapouse project.

12. ADJOURNMENT

Meeting adjourned at 3:33 p.m.

	STOREFRONT IMPROVEMENT GRANT PROGRAM URBAN RENEWAL AGENCY	City of La Pine P.O. Bos 2460 16345 Sixth Street La Pine, OR 97739 Phone: 541.536.1432 E-mail: arepko@lapineoregon.gov www.lapineoregon.gov
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APPLICANT/OWNER INFORMATION

APPLICANT NAME: Tammy Wisco, Dermatology Health Specialists	E-MAIL: twisco@derm-health.com
BUSINESS NAME (if applicable): Dermatology Health Specialists	
APPLICANT MAILING ADDRESS: PO Box 831	PHONE: 210.896.3432
CITY, STATE, ZIP: Bend, OR 97709	FAX: 541.797.7971
CO-APPLICANT NAME (if applicable):	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
PROPERTY OWNER NAME (if applicable): Tammy Wisco, LP Specialty Clinic LLC	E-MAIL: twisco@derm-health.com
MAILING ADDRESS: PO Box 831	PHONE: 210.896.3432
CITY, STATE, ZIP: Bend, OR 97709	FAX: 541.797.7971

SITE INFORMATION

SITE ADDRESS: 16440 3rd Streets	BUILDING TAXLOT & MAP NUMBER (if known): 221014BB00602
CITY, STATE, ZIP: La Pine, OR 97739	OWNER OCCUPIED OR LEASED? Owner Occupied
CURRENT USE OF BUILDING: Vacant; Previously, dental office	

GRANT REQUEST INFORMATION

GRANT REQUEST AMOUNT: \$ 20,000	
PRIVATE TO PUBLIC MATCH AS RATIO: <u>50</u> / <u>50</u>	
AMOUNT AND SOURCE OF PRIVATE MATCHING FUNDS (i.e., savings account, line of credit, etc.): Business Savings/Checking Account	
AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (should not include private match): Business Savings/Checking Account; Additional Amount TBD	
TOTAL SOURCES OF FUNDING (excluding grant request): \$ <u>20,000 minimum</u> , likely higher, TBD with final bids	
ANTICIPATED START DATE OF CONSTRUCTION: September 15, 2022	ANTICIPATED CONSTRUCTION COMPLETION DATE: December 1, 2022

ARCHITECT INFORMATION

APPLICANT'S ARCHITECT: Pinnacle Architecture, Emily Freed	E-MAIL: EmilyF@parch.biz
MAILING ADDRESS: 960 SW Disk Drive	PHONE: 541.388.9897
CITY, STATE, ZIP: Bend, OR	FAX:
ARCHITECT CERTIFICATION NUMBER (applicant's architect fees are eligible for grant if architect is Oregon certified):	

PROJECT SUMMARY

IN THE SPACE BELOW PROVIDE A BRIEF DESCRIPTION OF PROPOSED PROJECT (UP TO 300 words)

Facade improvements including new windows, paint, new wood toned siding, metal accent lighting.
Details included in separate memo.

A COMPREHENSIVE PROJECT PROPOSAL MUST ACCOMPANY THIS APPLICATION AND INCLUDE THE FOLLOWING. THESE DETAILS, WHICH WILL ASSIST THE URBAN RENEWAL BOARD TO BETTER UNDERSTAND THE PROPOSED PROJECT. PLEASE USE THIS LIST AS A CHECKLIST OF ALL ITEMS THAT MUST BE PART OF YOUR APPLICATION PACKAGE.



For All Funding Requests:

- A completed application.
- A detailed written description of proposed improvements for the project.
- Digital set of plans.
- Color scheme samples.
- If the grant request is less than \$5,000, the applicant must submit a rendering of the proposed project.
- If the grant request is over \$5,000, the applicant must submit official architectural and engineering renderings/drawing from a licensed architect.
- Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).
- Photos of proposed project area.
- Construction schedule for project.
- Land Use approval, if needed.
- Two competitive bids from a licensed and bonded trades/professional.
- Evidence of ownership of property (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner.
- If applicant is other than an individual, evidence of authorization to enter into the grant agreement (e.g., corporate resolution, partnership agreement, bylaws, and articles of incorporation or other as approved by the Urban Renewal Agency legal counsel).
- Applicant must provide a statement on source of project funding that includes the required private match, and other funds that may be applicable to undertake the balance of the work not funded by the Urban Renewal Agency. This could include a letter from a bank or lender, account balance statement or other approved document.

CERTIFICATION OF APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority is attached.

APPLICANT'S SIGNATURE: 	CO-APPLICANT'S SIGNATURE (if applicable)
DATE: 8/31/2022	DATE:
BUILDING OWNER'S SIGNATURE: 	
DATE: 8/31/2022	

----- DO NOT FILL IN BELOW THIS LINE-----

APPROVED WITH CONDITIONS (BELOW) DEFERRED DENIED

CONDITIONS:

The following mandatory requirements are included as conditions of approval relative to this submittal:

Additional conditions:

Committee Member: _____ DATE: _____

Committee Member: _____ DATE: _____

The meeting minutes will be attached to the application after the La Pine URA has taken action on the request.

This account snapshot is submitted as required by the Storefront Improvement Program to demonstrate source of available funds for the matching program. Dermatology Health Specialists has funds set aside for the building improvements (inside and outside), including the exterior façade improvements match required for the Storefront Improvement Program grant.

If awarded the \$20,000 requested grant, Derm Health is committed to matching it with an additional \$20,000 that is currently available. Should the grant be awarded, the project will begin immediately.

The screenshot displays the US Bank online interface. At the top, the US Bank logo is on the left, and navigation links for Messages (75), Locations, Security, and Profile & settings are in the center. A Log out button is on the right. Below this is a secondary navigation bar with links for Dashboard, My accounts, Transfers, Bill payments, Send money, Customer service, and Products and services. The main content area features the account name 'Derm Health Cap Ex (Checking) ...6144' and the available balance '\$105,438.49'. There are links for 'Edit account settings' and 'Available balance'. A 'Quick Tasks' panel on the right shows a 'Transfer funds' option with a 'From' dropdown menu set to 'Choose an account'. Below the account name, there are tabs for 'Overview' and 'Account details'. The account number is partially visible as '*****6144' with a 'Show' link.

OPERATING AGREEMENT
OF
LP SPECIALTY CLINIC, LLC
an Oregon limited liability company

The undersigned member, desiring to form a limited liability company under the Oregon Limited Liability Company Act (the "Act"), hereby agrees as follows:

ARTICLE 1

Formation

- 1.1 Name.** The name of the limited liability company (the "Company") is **LP SPECIALTY CLINIC, LLC**.
- 1.2 Articles of Organization.** Articles of Organization (the "Articles") were filed with the Corporation Division of the Oregon Secretary of State on the 19th day of July, 2022 (the "Effective Date").
- 1.3 Duration.** The Company's existence will be perpetual, unless earlier dissolved as provided in this operating agreement (this "Agreement").
- 1.4 Principal Place of Business.** The principal office of the Company will initially be at 63130 Stag Drive, Bend, Oregon 97703. The manager will relocate the principal office or establish additional offices from time to time.
- 1.5 Registered Office and Registered Agent.** The Company's initial registered office will be at 63130 Stag Drive, Bend, Oregon 97703, and the name of its initial agent at such address will be Tammy Wisco.
- 1.6 Nature of Business.** The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction within which the Company may do business. The Company will have the authority to do all things necessary and convenient to accomplish its purpose and operate its business.
- 1.7 Title to Property.** All Company property will be owned by the Company as an entity and the member will not have any ownership interest in such property in the member's individual name or right, and the member's interest in the Company will be personal property for all purposes. Except as otherwise provided in this Agreement, the Company will hold all Company property in the name of the Company and not in the name of the member.
- 1.8 Payments of Individual Obligations.** The Company's credit and assets will be used solely for the benefit of the Company, and no asset of the Company will be transferred or encumbered for or in payment of any individual obligation of the member unless otherwise provided for in this Agreement.

ARTICLE 2

Member and Interest

2.1 Name and Address. The name and address of the member of the Company, the member’s initial capital contribution, and the member’s initial percentage ownership interest in the Company is:

<u>Name and Address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
Tammy L Wisco 63130 Stag Drive Bend, OR 97703	\$10,000.00	100%

2.2 Other Business of Member. To the extent permitted by the Act, the member may engage independently or with others in other business investment ventures of every nature and description and will have no obligation to account to the Company for such business or investments or for business or investment opportunities.

2.3 Additional Members. Additional members will not be admitted except upon consent of the member. A holder of a former member’s membership interest will be assigned only with respect to such interest until admitted as a member as provided above.

2.4 Additional Contributions. Additional capital contributions will be accepted from the member if and when made by the member.

2.5 No Interest on Capital Contributions. No interest will be paid on any capital contribution.

2.6 Limitation of Liability. The member’s liability will be limited as set forth in this Agreement, the Act, and other applicable law. The member will not be personally liable, merely as a member, for any debts or losses of the Company beyond the member's capital contribution(s) except as otherwise provided by law.

ARTICLE 3

Member Meetings

3.1 Meetings. A meeting of the member will be held if the member or the manager signs, dates and delivers to the Company’s principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of the member will be held at the principal office of the Company or any other place specified in the notice of meeting.

3.2 Notice of Meeting. Notice of the date, time, and place for each member meeting will be given to the member not earlier than 60 days nor later than 10 days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

3.3 Proxies. The member may be represented at a meeting in person or by written proxy.

3.4 Voting. On each matter requiring action by the member, the member will be entitled to vote his or her ownership interest. Jointly held interests must be voted as a unit. The Company will be entitled to rely on the representation of authority to vote by any person holding a jointly held interest unless the Company has agreed otherwise in writing. Any membership interests held in trusts, custodianships, or entities will be voted by their trustee(s), custodian(s), or officer(s) as the case may be. Except as otherwise stated in the Articles, this Agreement, or applicable law, a matter submitted to a vote of the member will be deemed approved if the member votes in favor of the matter.

ARTICLE 4

Actions without Notice, without Meeting, or by Remote Communications

4.1 Action without Notice. Notwithstanding any other provision of this Agreement, if the member holds a meeting at any time and place, such meeting will be valid without call or notice, and any lawful action taken at such meeting will be the action of the member.

4.2 Action without Meeting. Any action required or permitted to be taken by the member at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by the member and is included in the minutes or filed with the Company's records of meetings.

4.3 Meetings by Remote Communication. Meetings of the member may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation will constitute presence in person at the meeting.

4.4 Member Representation. Any membership interest of the Company which is held in a trust, a custodianship, or an entity will be represented by its trustee, custodian, or officer as the case may be. Notice to or attendance by any such trustee, custodian, or officer will be considered notice to or attendance by the member for purposes of the Agreement.

ARTICLE 5

Management

5.1 Number and Qualifications of Manager. The Company will be managed by one manager. The manager need not be a member of the Company.

5.2 Election of the Manager. The initial manager of the Company will be **TAMMY L. WISCO**. Thereafter, the manager will be elected at meetings of the member called for the purpose of electing the manager. The meeting notice must state that the purpose, or one of the purposes, of the meeting is election of the manager. The manager will serve for a term ending when the member next holds a meeting at which the manager is elected, or until the manager's earlier death, resignation, or removal.

5.3 Authority. Subject to restrictions that may be imposed from time to time by this Agreement, the Articles, the Act, or the member, the manager will be an agent of the Company with full authority to

bind the Company in the ordinary course of its business. In addition to any other applicable restrictions, the manager will have no authority to bind the Company as to the following matters without first obtaining the approval of the member:

- (a) Merger of the Company with another entity;
- (b) Amendment to the Articles;
- (c) Dissolution of the Company; or
- (d) A change in the nature of the business of the Company.

5.4 Other Activities. The manager may have other business interests and may engage in other activities in addition to those relating to the Company. This Section does not change the manager's duty to act in a manner that the manager reasonably believes to be in the best interests of the Company.

5.5 Resignation. The manager may resign at any time by delivering written notice to the member. The resignation is effective when received by the member, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the member.

5.6 Removal of Manager by Member. The member may remove the manager with or without cause. The manager may be removed by the member only at a meeting called for the purpose of removing the manager and the meeting notice must state the purpose, or one of the purposes, of the meeting is removal of the manager.

5.7 Vacancy. If a vacancy occurs in the position of manager, the member will fill the vacancy as soon as is reasonably practicable.

5.8 Salaries. The salary and other compensation of the manager, if any, will be fixed from time to time by the member. The manager will not be precluded from receiving a salary because the manager is also a member.

ARTICLE 6 **Accounting and Records**

6.1 Books of Account. The Company's books and records, a register showing the name, address, and ownership interest of the member, and this Agreement will be maintained by the manager. The member will have access thereto at all reasonable times. The manager shall keep books and records of the operation of the Company that are appropriate and adequate for the Company's business and for the carrying out of this Agreement.

6.2 Fiscal Year. The fiscal year of the Company will be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, the manager shall cause the member to receive an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a statement of income or loss for such year.

6.4 Tax Returns. The manager will cause all required federal and state income tax returns relating to the Company (or the member's interest therein) to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, the member will be furnished a statement suitable for use in preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 7

Allocations and Distributions

7.1 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deduction, and credit will be allocated to the member.

7.2 Distributions. The timing and the amount of any distributions will be determined from time to time by the member. The Company's obligation to make such a distribution is subject to the restrictions governing distributions under the Act.

ARTICLE 8

Dissolution and Transfers of Interest

8.1 Withdrawal and Transfer. The member will have the right to withdraw from the Company upon written notice to the Company. Further, the member will have the right to transfer all or any portion of the member's interest in the Company upon written notice to the Company.

8.2 Events of Dissolution. Except as otherwise provided in this Agreement, the Company will dissolve upon the earlier of: (i) the time, if any, for dissolution specified in the Articles; (ii) approval of dissolution by a vote of the member; or (iii) as otherwise provided in ORS 63.621.

8.3 Liquidation upon Dissolution and Winding Up. Subject to the provisions set forth herein, on the occurrence of any event causing the dissolution of the Company, the manager will wind up the Company's affairs. In such event, the Company will continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the member, and neither the manager nor the member will take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement will continue in full force and effect until such time as the Company's assets have been distributed as set forth in this Article 8. The manager will be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and assets, shall cause the Company's property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all the Company's debts and liabilities to creditors, including the member;

(b) The balance, if any, to the member.

The manager will receive no additional compensation for any services performed pursuant to this Article 8.

ARTICLE 9 **Indemnification**

9.1 Indemnification. The Company shall indemnify its manager and each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the facts that such person is or was a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the member, provide indemnification to employees and agents of the Company who are not members or managers but to whom responsibility is delegated by the member. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of the member, contract, or otherwise.

9.2 Limitation of Personal Liability. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. A manager or member is not personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a manager or member.

ARTICLE 10 **Miscellaneous**

10.1 Additional Documents. The member will execute such additional documents and taken such actions as the member deems reasonably necessary to complete or confirm the transactions contemplated by this Agreement.

10.2 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

10.3 Headings. Headings in this Agreement are for convenience only and will not affect its meaning.

10.4 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired if the essential terms and conditions of this Agreement remain valid, binding, and enforceable.

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

10.6 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.


10.7 Designation of Beneficiary. Pursuant to the provisions of ORS 59.535 – 59.585 (Uniform TOD Security Registration Act), the member will have the right to designate a beneficiary of the member’s membership interest in the Company in the event of the member’s death. The form of the beneficiary designation and the procedure for filing the beneficiary designation will be determined by the Company.

10.8 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision of this Agreement will not be a waiver of any other provision of a waiver of a subsequent breach of the same provision.

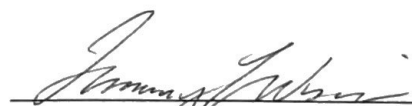
10.9 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. For purposes of this Agreement, the United States District Court of Oregon, Eugene Division, is deemed located in Deschutes County, Oregon.

10.10 Attorney’s Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party’s reasonable attorney’s fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

IN WITNESS WHEREOF, this Agreement is adopted effective as of the Effective Date.



TAMMY L. WISCO, Sole Manager
of LP SPECIALTY CLINIC, LLC



TAMMY L. WISCO, Sole Member
of LP SPECIALTY CLINIC, LLC



1693 SW Chandler Ave, Suite 250
Bend, OR 97702
Phone: 541-382-8819
Fax: 541-797-7971
www.derm-health.com

Bend - Redmond – La Pine

16440 3rd Street, La Pine Façade Improvement Project

Applicant: Dermatology Health Specialists

Architect: Pinnacle Architecture

The proposed façade improvement project addresses all sides of the existing structure, with extra attention on the two façades that are visible from the public right of way (western and southern façades).

The existing structure has gone into disrepair under previous ownership, with significant deferred maintenance, as well as outdated aesthetics. The new owners of the building are dedicated to improving the building, inside and outside, and are applying for a grant through the City's Storefront Improvement Program. The exterior improvements include:

- Full painting of all exterior surfaces, including siding, trim, fascia
- Replacement of all windows and window trim on southern façade
- Replacement of base trim
- New natural wood colored siding on portions of western and southern façades
- New black metal lighting on western and southern façades
- New front door
- Tree trimming/landscaping (not eligible for grant)

Optional additional items, depending upon budget, include:

- New metal standing seam roof
- Replacement of windows and trim on western façade
- Replacement of glass blocks in western façade with new window
- Painting of fence & fixing loose boards

The exterior design was completed by Pinnacle Architecture, a local firm that is experienced with façade improvements in Central Oregon. The proposed design was selected to comply with the La Pine Downtown Overlay Zone and Cascadian design requirement, and includes the following three Cascadian architectural elements:

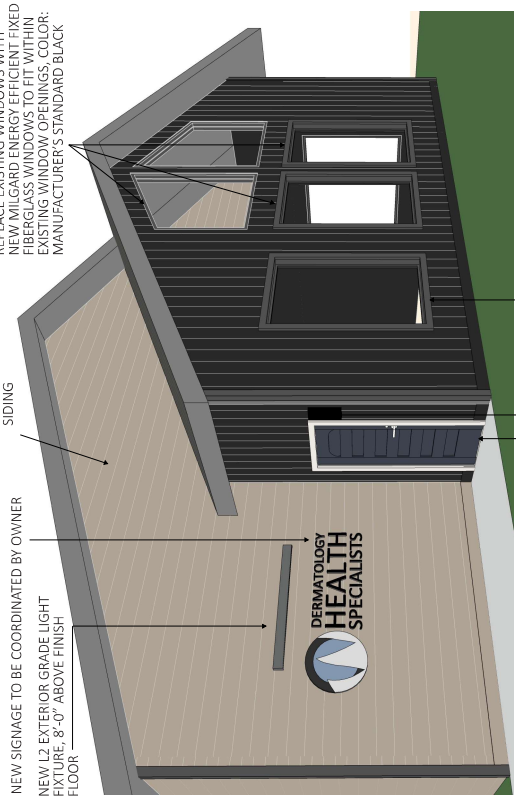
3. Natural wood color shingles used as siding or to accent gable ends (or similar usage): Accent natural wood look lap siding is proposed as a similar usage to natural wood shingles. The proposed building material provides the warmth of natural wood, but the

durability of fiber cement lap siding to withstand the harsh climate while requiring minimal maintenance.

6. Pitched roof over more than 50% of the building: The existing building architecture consists of pitched gable roofs, all exceeding 4/12 pitch. Bid alternate #1 includes replacing the existing asphalt shingle roofing with new gray standing seam metal roofing. The proposed building colors were selected to complement the existing gray blend asphalt shingles in case the budget didn't allow for roofing replacement.

7. Other similar features: Black decorative downlight fixtures are proposed along the parking lot and main street façade to provide cosmetic detailing visible from the public right-of-way.

VIEW FROM MAIN ENTRANCE

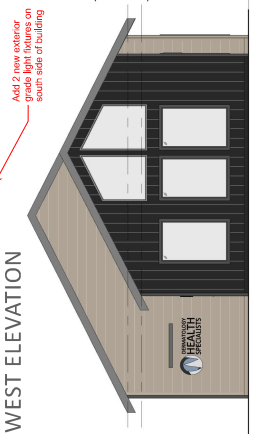


REPLACE EXISTING WINDOWS WITH NEW MILGARD ENERGY EFFICIENT FIXED FIBERGLASS WINDOWS TO FIT WITHIN EXISTING WINDOW OPENINGS. COLOR: MANUFACTURER'S STANDARD BLACK

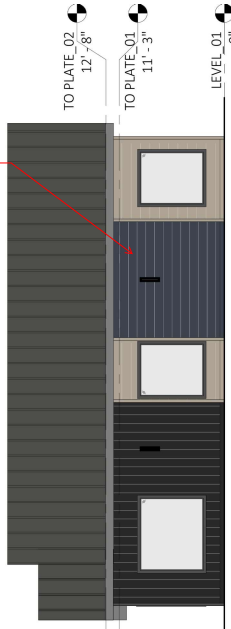
NEW S1 LAP SIDING

NEW S1 (WIDE INSULATED FIBERGLASS EXTERIOR DOOR, BASIS OF DESIGN TRIMLITE 5-PANEL CONTEMPORARY PANEL, PAINT P3
 REPLACE EXISTING BLOCK WITH NEW MILGARD ENERGY EFFICIENT FIBERGLASS WINDOW, LOWER SILL AND RAKE. TO ALIGN WITH EXISTING WINDOW OPENINGS. COLOR: MANUFACTURER'S STANDARD BLACK

WEST ELEVATION



SOUTH ELEVATION



MODERN FORM - URBAN
 MODEL: WS-W1110-10" 3000K
 FINISH: BK-BLACK; 12W



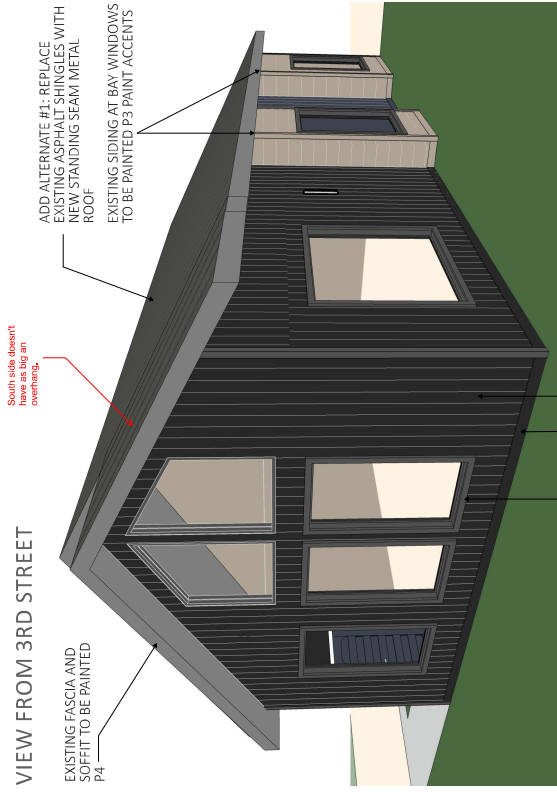
SONNEMAN LED EXTERIOR WALL BAR
 THIN LINE LED WALL BAR
 SATIN BLACK, 8' LONG



MODERN FORM - MIDNIGHT
 MODEL: WS-W66216-16"
 FINISH: BK-BLACK, 17W

LEVEL_01_0'

VIEW FROM 3RD STREET



ADD ALTERNATE #1: REPLACE EXISTING ASPHALT SHINGLES WITH NEW STANDING SEAM METAL ROOF

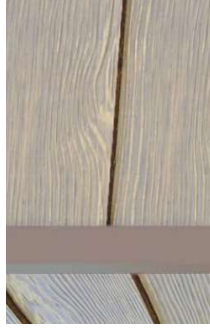
EXISTING SIDING AT BAY WINDOWS TO BE PAINTED P3 PAINT ACCENTS

EXISTING SIDING AT THE CORNER OF ENTRANCE AND 3RD STREET TO BE PAINTED P2
 REPLACE EXISTING SIDING TRIM, PAINT TO MATCH NEW COLOR

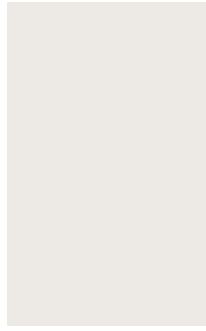
OTHER PROPOSED IMPROVEMENTS NOT SHOWN:

1. PAINT EXISTING SIDING AT NORTH AND EAST FACADES P3.
2. PAINT EXISTING WINDOW TRIM AND FASCIA NOT SHOWN P4.
3. TRIM ALL TREES NEAR ROOF AND ALONG SOUTH AND WEST FACADES.
4. PROVIDE NEW XERISCAPE SHRUBS AND GRASSES ALONG STREET AND PARKING LOT BEDS.

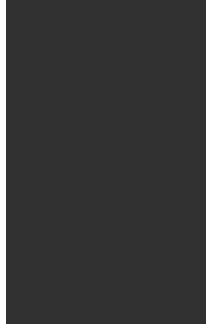
FINISHES



S1 - WOODTONE - RUSTICSERIES
 COLOR: SAND CASTLE
 SUBSTRATE: ALLURA
 TRIM AT S1 AREAS: WOODTONE RUSTICSERIES, STONE GRAY



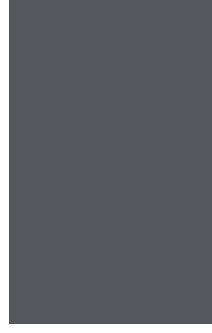
P1 - SW 7004 - SNOWBOUND



P2 - SW 6991 - BLACK MAGIC



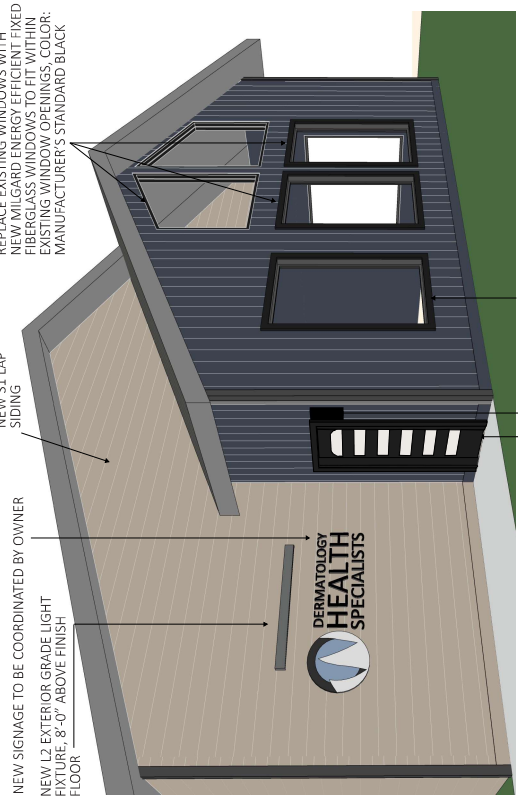
P3 - SW 2739 - CHARCOAL BLUE



P4 - SW 7076 - GRAPHITE GREY



VIEW FROM MAIN ENTRANCE



REPLACE EXISTING WINDOWS WITH NEW MILGARD ENERGY EFFICIENT FIXED FIBERGLASS WINDOWS TO FIT WITHIN EXISTING WINDOW OPENINGS. COLOR: MANUFACTURER'S STANDARD BLACK

NEW S1 LAP SIDING

NEW SIGNAGE TO BE COORDINATED BY OWNER
 NEW L2 EXTERIOR GRADE LIGHT FIXTURE, 8'-0" ABOVE FINISH FLOOR

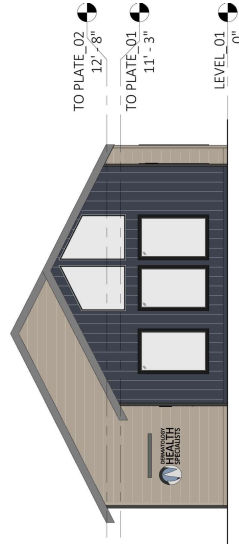


DERMATOLOGY HEALTH SPECIALISTS

NEW 3' WIDE INSULATED FIBERGLASS EXTERIOR DOOR, BASIS OF DESIGN TRIMLITE 5-PANEL CONTEMPORARY PANEL, PAINT P2
 NEW L1 EXTERIOR GRADE LIGHT FIXTURE

REPLACE EXISTING BLOCK WITH NEW MILGARD ENERGY EFFICIENT FIBERGLASS WINDOW, LOWER SILL AND RATED L2 TO ALIGN WITH EXISTING WINDOW OPENINGS. COLOR: MANUFACTURER'S STANDARD BLACK

WEST ELEVATION



TO PLATE_02 12'-8"

TO PLATE_01 11'-3"

LEVEL_01 0'

L1

L2

ADD ALTERNATE #1

STANDING SEAM METAL ROOF
 AEP SPAN, SPAN-LOK HP METAL ROOF, COOL SLATE GRAY, 24 GAUGE, 16" COVERAGE



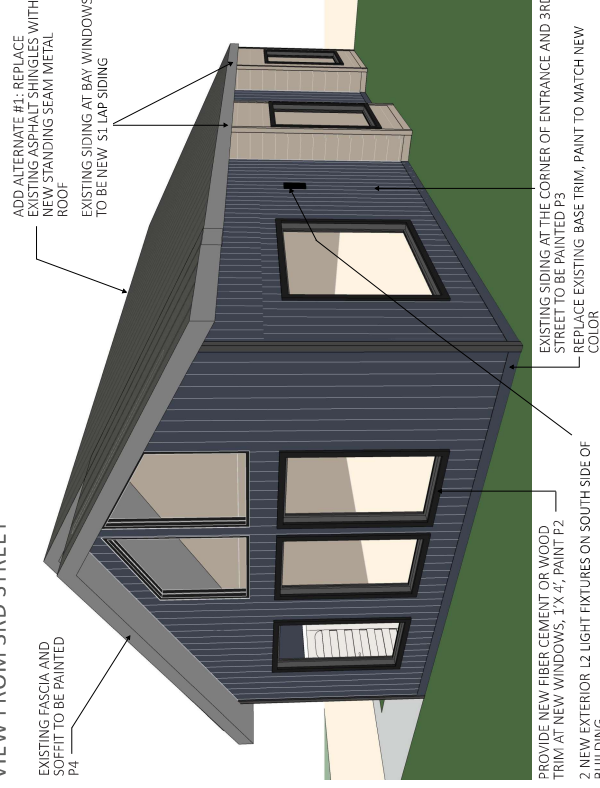
MODERN FORM - URBAN

MODEL: WS-W1110-10" 3000K
 FINISH: BK-BLACK; 12W



SONNEMAN LED EXTERIOR WALL BAR
 THIN LINE LED WALL BAR
 SATIN BLACK, 8' LONG

VIEW FROM 3RD STREET



ADD ALTERNATE #1: REPLACE EXISTING ASPHALT SHINGLES WITH NEW STANDING SEAM METAL ROOF
 EXISTING SIDING AT BAY WINDOWS TO BE NEW S1 LAP SIDING

EXISTING FASCIA AND SOFFIT TO BE PAINTED P4

PROVIDE NEW FIBER CEMENT OR WOOD TRIM AT NEW WINDOWS, 1X 4', PAINT P2

2 NEW EXTERIOR L2 LIGHT FIXTURES ON SOUTH SIDE OF BUILDING

EXISTING SIDING AT THE CORNER OF ENTRANCE AND 3RD STREET TO BE PAINTED P3

REPLACE EXISTING BASE TRIM, PAINT TO MATCH NEW COLOR

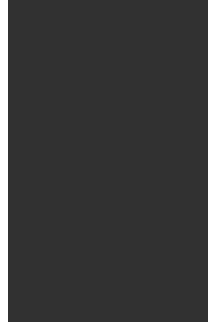
FINISHES



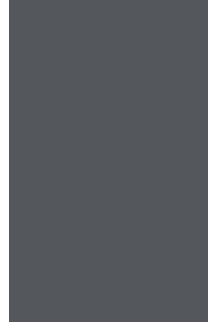
S1 - WOODTONE - RUSTICSERIES
 COLOR: SAND CASTLE
 SUBSTRATE: ALLURA
 TRIM AT S1 AREAS: WOODTONE RUSTICSERIES, STONE GRAY

OTHER PROPOSED IMPROVEMENTS NOT SHOWN:

1. PAINT EXISTING SIDING AT NORTH AND EAST FACADES P3.
2. PAINT EXISTING WINDOW TRIM AND FASCIA NOT SHOWN P2.
3. TRIM ALL TREES NEAR ROOF AND ALONG SOUTH AND WEST FACADES.
4. PROVIDE NEW XERISCAPE SHRUBS AND GRASSES ALONG STREET AND PARKING LOT BEDS.
5. PAINT EXISTING FENCE P3.



P2 - SW 6991 - BLACK MAGIC



P4 - SW 7076 - GRAPHITE GREY



P3 - SW 2739 - CHARCOAL BLUE







RECORDING REQUESTED BY:



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

AFTER RECORDING RETURN TO:

Order No.: WT0240268-AL
Tammy L. Wisco
LP Specialty Clinic, LLC
63130 Stag Drive
Bend, OR 97703

SEND TAX STATEMENTS TO:

LP Specialty Clinic, LLC
63130 Stag Drive
Bend, OR 97703

APN: 114926
Map: 221014BB00602
16440 3rd St, La Pine, OR 97739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

David K. Dunscombe and Judith R. Dunscombe, Trustees of the David and Judith Dunscombe Trust UTA dated October 8, 2018, Grantor, conveys and warrants to **LP Specialty Clinic, LLC**, 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 THOUSAND AND NO/100 DOLLARS (**\$360,000.00**). (See ORS 93.030).

Subject to:

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATUTORY WARRANTY DEED

(continued)

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

Dated: July 29, 2022

David and Judith Dunscombe Trust UTA dated October 8, 2018

BY: Judith R. Dunscombe
Judith R. Dunscombe
Trustee

BY: David K. Dunscombe
David K. Dunscombe
Trustee

State of OREGON
County of Deschutes

This instrument was acknowledged before me on July 29, 22 by David K. Dunscombe, as Trustee for David and Judith Dunscombe Trust UTA dated October 8, 2018 and Judith R. Dunscombe, as Trustee for David and Judith Dunscombe Trust UTA dated October 8, 2018.

Erik Samuel Norman
Notary Public - State of Oregon

My Commission Expires: 6-10-25



EXHIBIT "A"
Legal Description

A portion Government Lot Three (3) also being in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Fourteen (14), Township Twenty-two (22) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said NW1/4 NW1/4; thence South 00°14'45" West along the West line of the NW1/4 NW1/4 a distance of 1034.22 feet to an iron rod; thence North 89°43'10" East a distance of 442.16 feet to the true point of beginning of the tract herein being conveyed; thence North 00°14'41" East, a distance of 250.00 feet; thence North 89°43'09" East a distance of 116.81 feet to a point on the East line of the parcel of land conveyed to Robert F. Howard by deed recorded March 18, 1971 in Volume 174, Page 793, Deed Records; thence South 00°14'40" West along said East line a distance of 250.00 feet, to the South line of Lot 3; thence South 89°43'10" West a distance of 116.81 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded August 2, 1983 in Volume 21, Page 867, Official Records, Deschutes County.

EXHIBIT "B"
Exceptions

Subject to:

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

Regulations, levies, liens, assessments, rights of way and easements of LaPine Sewer District.

The rights of the public in and to that portion of the herein described property lying within the limits of roads and highways.

Reservation of rights of way for roadway, as disclosed in Patent,

Recording Date: July 6, 1951

Recording No.: 98-432

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

Entitled: Sewerage System Easement

In favor of: LaPine Special Sewer District

Recording Date: April 15, 1988

Recording No: 162-102

LaPine Urban Renewal Plan, including the terms and provisions thereof,

Recording Date: September 2, 2014

Recording No.: 2014-28987