



**CITY OF LA PINE, OREGON  
URBAN RENEWAL AGENCY  
REGULAR MEETING**

Tuesday, July 18, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/85000855020>

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**

**REGULAR MEETING**

**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**

June 6, 2023 Regular Meeting Minutes.....3.

**PUBLIC HEARINGS**

None

**OLD BUSINESS:**

None

**NEW BUSINESS:**

1. Storefront Improvement Program – Application (Mark Miller, 51515 Huntington Road)
  - a. Staff Report.....6.
  - b. Application.....8.
  - c. Digital Set of Plans (Requirement).....11.
  - d. Color Scheme Sample (Requirement).....16.

e. Architectural Rendering (Required).....	17.
f. Project Costs / Budget (Required).....	18.
g. Project Area Photo's (Requirement – partially submitted).....	19.
h. Construction Schedule for Project (Requirement – not submitted)	
i. Competitive Bids (2) (Requirement).....	22.
j. Evidence of Ownership (Requirement).....	24.
k. Statement of Project Funding (Required – not submitted)	

**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 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  
REGULAR MEETING**

Tuesday, June 6, 2023, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/88959239352>

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

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**AGENDA**

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**REGULAR MEETING**

**CALL TO ORDER**

Vicki Russell called the meeting to order at 3:02 p.m.

**ESTABLISH QUORUM**

**Present**

Vicki Russell

Ann Gawith

Andrea Hine

Scott Asla

Councilor Ignazzitto

**Staff**

Geoff Wullschlager, Agency Director

Amanda Metcalf, Administrative Assistant

**PLEDGE OF ALLEGIANCE**

Councilor Ignazzitto led the 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.*

Mr. Wullschlager presented a storefront application that was received today and asked the Agency if the Agency would like to add it to the agenda.

Mr. Asla suggested that the Agency table the application until the administration can review the application for completeness. Application tabled until the next meeting.

### **APPROVAL OF MEETING MINUTES**

May 2, 2023 Regular Meeting Minutes

Mr. Asla made a motion to approve the minutes. *Seconded by Ms. Hine.* Motion passed unanimously.

### **PUBLIC HEARINGS**

1. Budget Hearing on the FY 2023-24 Urban Renewal Agency Budget
  - a. Open Hearing

Mr. Asla budget chair opened the hearing at 3:05 p.m.

Ms. Gawith made a motion to approve the minutes for the budget hearing. *Seconded by Ms. Hine.* Motion passed unanimously.

- b. Staff Report

Mr. Wullschlager presented the staff report for the FY 2023-24 Urban Renewal Budget.

- c. Public Comment

There were no public comments.

- d. Close Hearing

Mr. Asla closed the public hearing at 3:09 p.m.

- e. Agency Deliberations

There were no Agency Deliberations.

### **OLD BUSINESS:**

None

### **NEW BUSINESS:**

1. Approval of Resolution 2023-01 A resolution Adopting the Fiscal Year 2022-2023 Budget, making appropriations, declaring the tax increment and collection the maximum amount of the Division of Tax

Mr. Wullschlager presented and read out loud to the Agency, Resolution 2023-01.

Councilor Ignazzitto made a motion to approve Resolution 2023-01. *Seconded by Ms. Russell.* Motion passed unanimously.

### **OTHER MATTERS**

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



The Agency discussed the storefront application that was received today, and whether a special meeting is needed for the applicant.

**PUBLIC COMMENTS**

None

**STAFF COMMENTS**

None

**BOARD MEMBER COMMENTS**

Councilor Ignazzitto asked if there was an update from Legend Cider and their storefront application. Mr. Wullschlager informed the Agency that the property owner is still processing their land use application, and Legend Cider’s storefront application is on hold until they can move into the new building.

Ms. Hine said that possible contractors for the Arch Way project are no longer able to apply.

**ADJOURN MEETING**

Vicki Russell adjourned the meeting at 3:15 p.m.

**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 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.

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

Vicki Russell, Chair

ATTEST:

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

Geoff Wullschlager, City Manager



**CITY OF LA PINE**


STAFF REPORT

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Meeting Date: July 18, 2023

TO: Urban Renewal Board

FROM: Geoff Wullschlager, Executive Director 

SUBJECT: Storefront Improvement Program Application (Legend Cider Co. LLC)

<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	No Action – Report Only	<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Formal Motion	<input checked="" type="checkbox"/>	Other/Direction: Please see below

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Agency Board Members:

Mark Miller has provided Agency Staff with a Storefront Improvement Program application for consideration. Please see the assessment and inventory of application requirements below, followed by Agency action proposal form staff, with assessment instructions.

Storefront Improvement Program Application Inventory (51515 Huntington Road):

The SFIP application requests specific attachments for both staff and the Agency Board consideration. These required documents and presentations are to assist in scoring an application and in assessing fitness to program requirements. Below is an inventory of what has been provided as of 07/13/23.

- Completed Application – Submitted
- Detailed Project Description – Submitted
- Digital Set of Plans – Submitted, however the plans are hand drawn
- Color Scheme Sample – Submitted
- Architectural Rendering – Submitted
- Project Cost Budget – Submitted
- Photos of Proposed Project Area – Incomplete, no photos of unit 4 have been submitted
- Construction Schedule for Project – **Not Submitted**
- Land Use Approval – Not required
- Two Competitive Bids – Submitted
- Evidence of Ownership – Submitted
- Project Funding (Match) – **Not Submitted**

Summary:

The application was submitted on 04/27/23. The program process reserves up to 30 days for staff review of the application for completeness. At this time, staff finds the application incomplete as noted in the highlighted areas above. Emails were sent by City Staff in June and again on July 11<sup>th</sup> outlining the missing submittals. Staff has not received a response to the July 11<sup>th</sup> email as of today.

Action:

The URA Board is directed to score each requirement criteria on scale of 0 (does not meet criteria) to 5 (excellent). To award the project, the application must meet or exceed a score of 70% and meet project requisites such as the sidewalk/storefront facing standard.


As staff has not had adequate time to provide a score summary, the URA Board can make one of the following determinations:

1. Score application assessment during 07/13/2023 meeting and apply any conditions of approval to final application approval as follows (if score meets or exceeds 70%):
  - a. Applicant must submit any and all evidence delineating sidewalk and storefront view of southside improvement to URA staff. If this element does not meet standard, applicant must amend application and associated documents, bids, project cost, and request to meet new project budget.
  - b. Applicant must submit any outstanding application requirements that the URA Board deems necessary to complete the application.

If this option is selected, please make a motion to conditionally approve, followed by a second, and a roll call vote.

2. Instruct applicant to complete outstanding requirements and re-submit the application for review at a following Urban Renewal Agency meeting.
3. Deny application and ask applicant to resubmit once the matters of concern as listed in the summary have been addressed.

unit 4. 51515 Huntington Rd. La Pine. See Addendum 1.

 <p>LA PINE</p>	<p align="center"><b>STOREFRONT IMPROVEMENT GRANT PROGRAM</b></p> <p align="center">URBAN RENEWAL AGENCY *Application Fee \$250.00</p>	<p align="center">City of La Pine P.O. Box 2460 16345 Sixth Street La Pine, OR 97739 Phone: 541.536.1432 E-mail: arepko@lapineoregon.gov www.lapineoregon.gov</p>
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**APPLICANT/OWNER INFORMATION**

APPLICANT NAME: <i>MARK Miller</i>	E-MAIL: <i>mmseil@realestate@live.com</i>
BUSINESS NAME (if applicable): <i>M&amp;K Properties Unlimited LLC.</i>	
APPLICANT MAILING ADDRESS: <i>PO BOX 1186</i>	PHONE: <i>541-639-1533</i>
CITY, STATE, ZIP: <i>LA Pine, OR. 97739</i>	FAX:
CO-APPLICANT NAME (if applicable):	E-MAIL:
MAILING ADDRESS:	PHONE:
CITY, STATE, ZIP:	FAX:
PROPERTY OWNER NAME (if applicable):	E-MAIL:
MAILING ADDRESS: <i>SAME AS ABOVE.</i>	PHONE:
CITY, STATE, ZIP:	FAX:

*(\*unit 4)* **SITE INFORMATION**

SITE ADDRESS: <i>51515 Huntington Rd</i>	BUILDING TAXLOT & MAP NUMBER (if known): <i>221005-AA-05700</i>
CITY, STATE, ZIP: <i>LA PINE OR. 97739</i>	OWNER OCCUPIED OR LEASED? <i>Leased.</i>
CURRENT USE OF BUILDING: <i>Building is know as unit 4, "ALPine Realty". OFFICE.</i>	
NOTE: <i>Units 1-3 - Application has been submitted previously. * However, Units 1-3 Now has "Additional" Improvements Added. * Please See Additional Addendum.*</i>	

**GRANT REQUEST INFORMATION**

GRANT REQUEST AMOUNT: \$ <i>Units 1-3 = \$</i>	<i>unit 4 - \$</i>
PRIVATE TO PUBLIC MATCH AS RATIO: <i>80/20%</i>	
AMOUNT AND SOURCE OF PRIVATE MATCHING FUNDS (i.e., savings account, line of credit, etc.): <i>Savings Acct. 20% = 4114.00</i>	
AMOUNT & SOURCE OF ADDITIONAL GRANTS OR FUNDING (should not include private match): <i>* Grant Request: 80% = 16456.00</i>	
TOTAL SOURCES OF FUNDING (excluding grant request): \$ <i>4114.00</i>	
ANTICIPATED START DATE OF CONSTRUCTION: <i>6-15-2023</i>	ANTICIPATED CONSTRUCTION COMPLETION DATE: <i>7-14-2023</i>

## ARCHITECT INFORMATION

<b>APPLICANT'S ARCHITECT:</b> <i>N/A</i>	<b>E-MAIL:</b>
<b>MAILING ADDRESS:</b>	<b>PHONE:</b>
<b>CITY, STATE, ZIP:</b>	<b>FAX:</b>
<b>ARCHITECT CERTIFICATION NUMBER</b> (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)

*Mall Property located at, 51515 Huntington Rd will have the following upgrades requested. ① Front Accent stone on Mall Front & Small House = "Alpine Realty". ② New Gutters/Down spouts on Mall only. ③ Stone Accented Sign Base on Existing Sign. Mall Building Painted.*

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. *Previous Submitted.*
- 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. *T.B.D. if Needed.*
- Project costs/budget (including but not limited to construction expenses, fees, permits, design costs).
- Photos of proposed project area. *Previously Submitted.*
- 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. *Previously Submitted.*
- N/A*  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.

<b>APPLICANT'S SIGNATURE:</b> <i>Ms. Mill</i>	<b>CO-APPLICANT'S SIGNATURE (if applicable)</b>
<b>DATE:</b> 4-27-2023	<b>DATE:</b>
<b>BUILDING OWNER'S SIGNATURE:</b> <i>Ms. Mill</i>	
<b>DATE:</b> 4/27-2023	

----- 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: \_\_\_\_\_

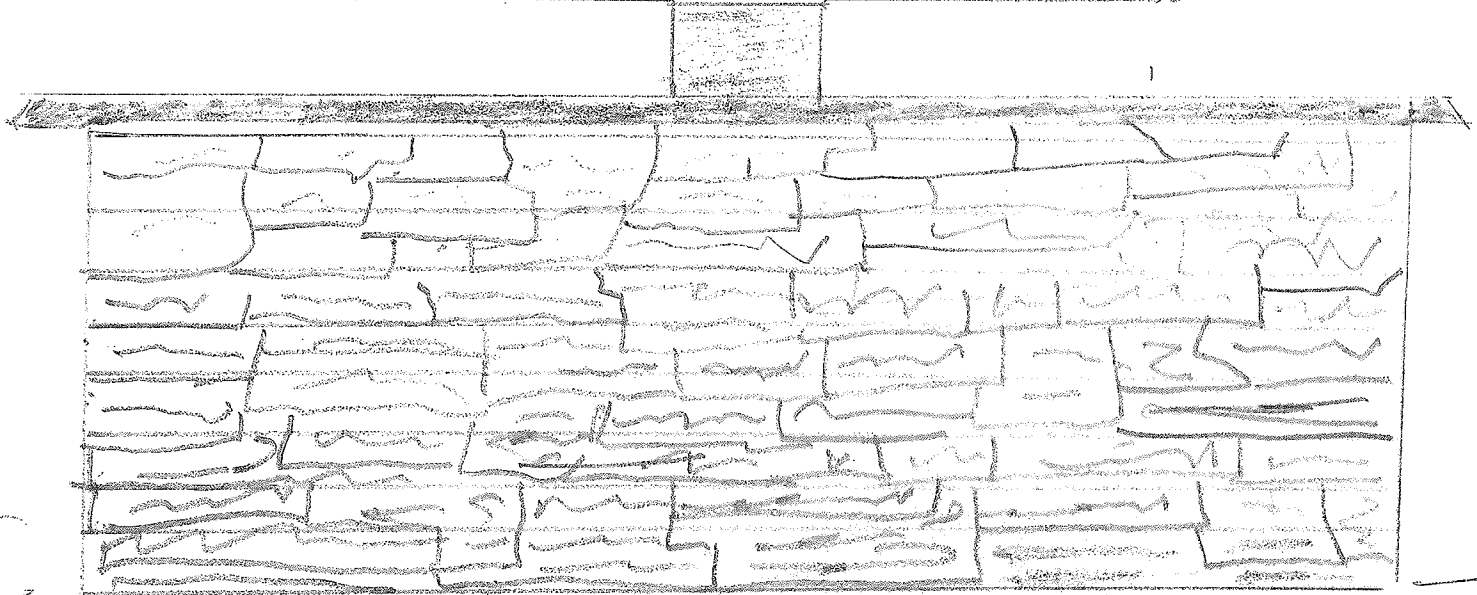
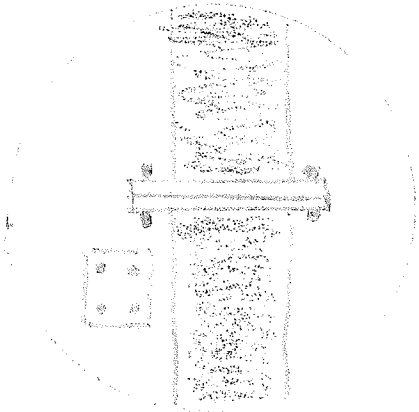
The meeting minutes will be attached to the application after the La Pine URA has taken action on the request.

\* Application Fee of \$250.00 will be assessed at disbursement of award funds and can absorbed as a reduction of overall award. This fee, when appropriate, will be used for up to 1 (one) hour of Agency legal counsel review. Any legal costs in application review incurred by La Pine Urban Renewal Agency in excess of this expense will be born solely by applicant and assessed as a reduction of overall award.

DESCHUTES  
COUNTY TITLE

OREGON DMV.

CASCADE BISON  
COMPANY



## Existing Pole: Supporting Sign.

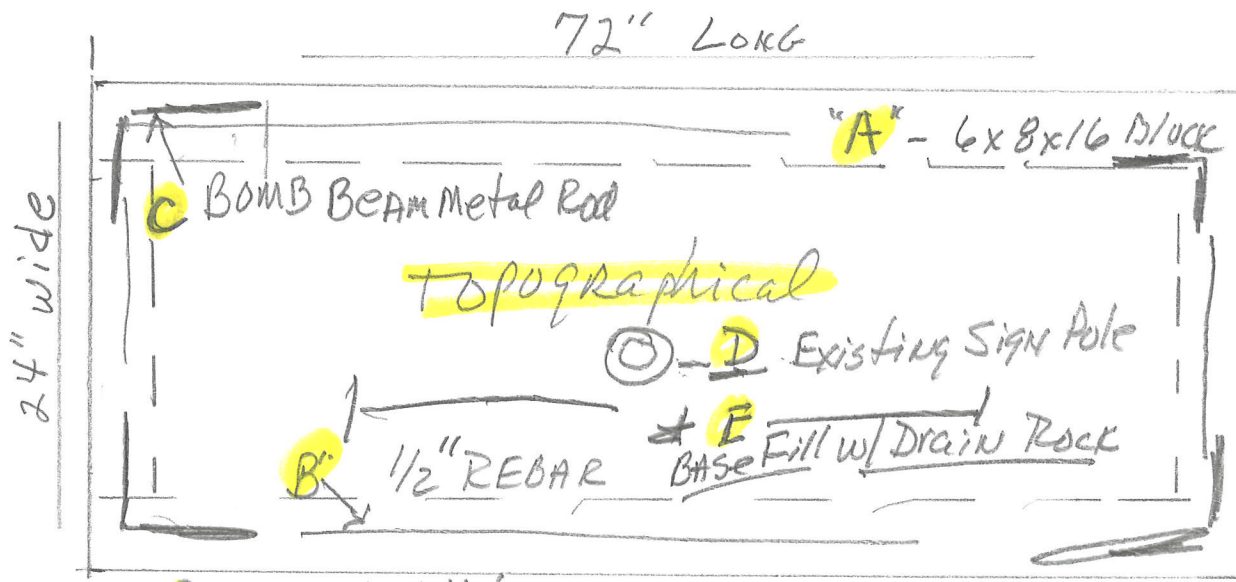
- Existing Pole to be cut to size inside of New Sign Base. Sign Pole specifications ARE 6" x 84" H. Pole will be shortened to size, extending 4" above New Sign Base. Sign Pole will be cut to 30" above grade. Two, 12" x 12" x 3/8 Steel Plates will be welded to each joining end of Pole. Steel Plates will be bolted together with 4-3/4 x 1 1/2" Grade-8 Washers - Nut & Bolts.



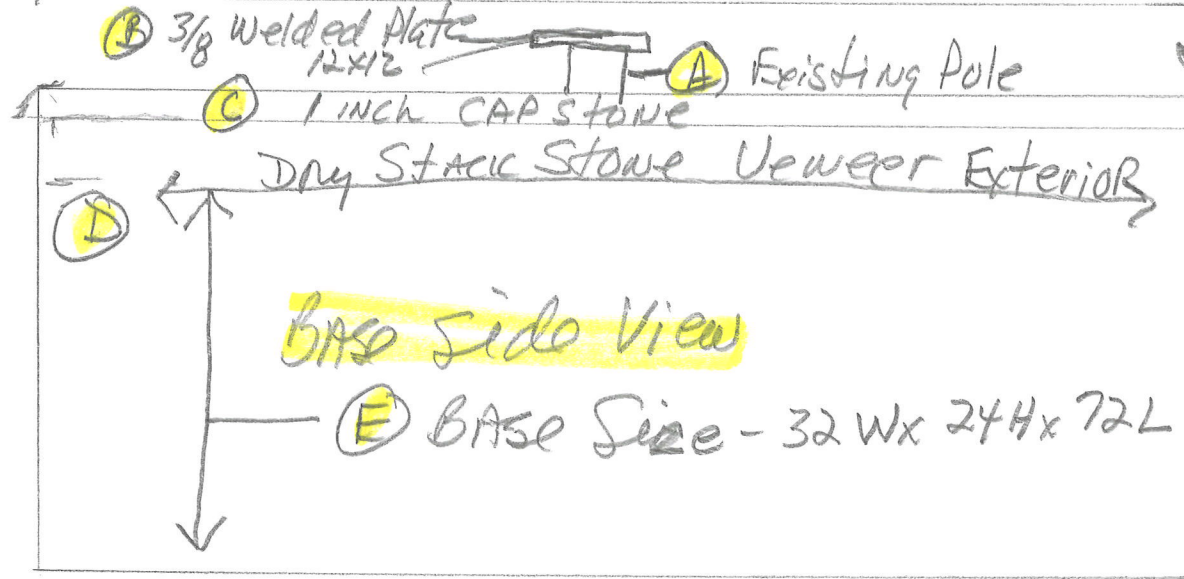
## Sign Base Specifications.

- A) Foundation Measurements / Materials.
- \* BASE SIZE. 32"W x 24"H x 72"L
  - \* FOOTING: 12"W x 8"D. Cement
  - \* 1/2 REBAR Reinforced Extended to All 4 Corners of Foundation.
  - \*
- B) "Perimeter" Walls of Sign Base.
- \* Block - 6"x8"x16" Cement Block "CMU"
  - \* Block Courses to be wet-set in Foundation Cement
  - \* Walls to be 4 courses high with cement block. Each course of block to be filled solid with concrete, 1/2" REBAR installed in block every 16".
  - \* Drain Rock installed to Interior Sign Base.
- C) "TOP" of Sign Base:
- \* Top of wall to be reinforced with 1/2 REBAR.
  - \* Bomb Beam Reinforcement Added to each corner.
  - \* Finish Stone Cap installed on top of wall with 1" overhang.
- D) Exterior Finish of Sign Base Walls.
- \* Exterior Wall of Sign Base to have Dry Stack Veneer Stone installed and grouted to match front of wall stone finish.

Example



- Foundation Dimension  
 32" W x 24" H x 72" L  
"A" - BASE WALL - BLOCK  
 6x8x16 Block  
B - 1/2 REBAR  
C - Bomb Beam Rod Con.  
D - Exist 6" Pole  
E - BASE Filled w/ Drain Rock.

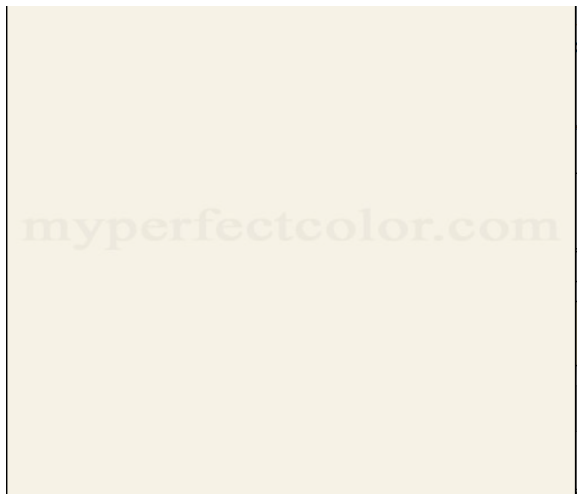


- BASE Side View  
A - Existing 6" Pole  
B - 3/8 - 12x12 Welded Plate  
C - 1" TOP CAPSTONE  
D - Exterior DRY-STACK Stone Finish.  
E - BASE Measurements 32 W x 24 H x 72 L



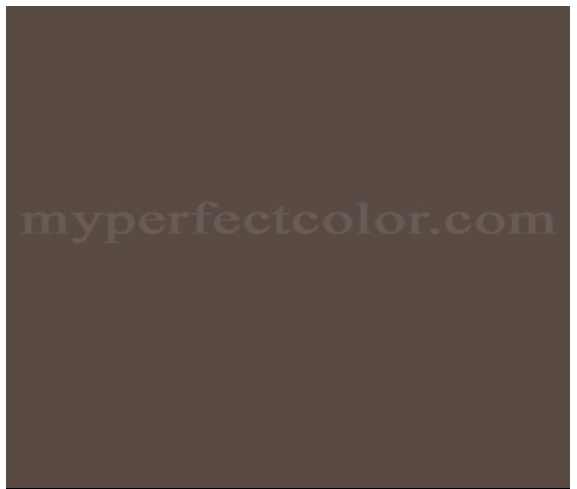
#1 Mall Unit

Match of Ace™ N-C1 Haven Of Coziness \*



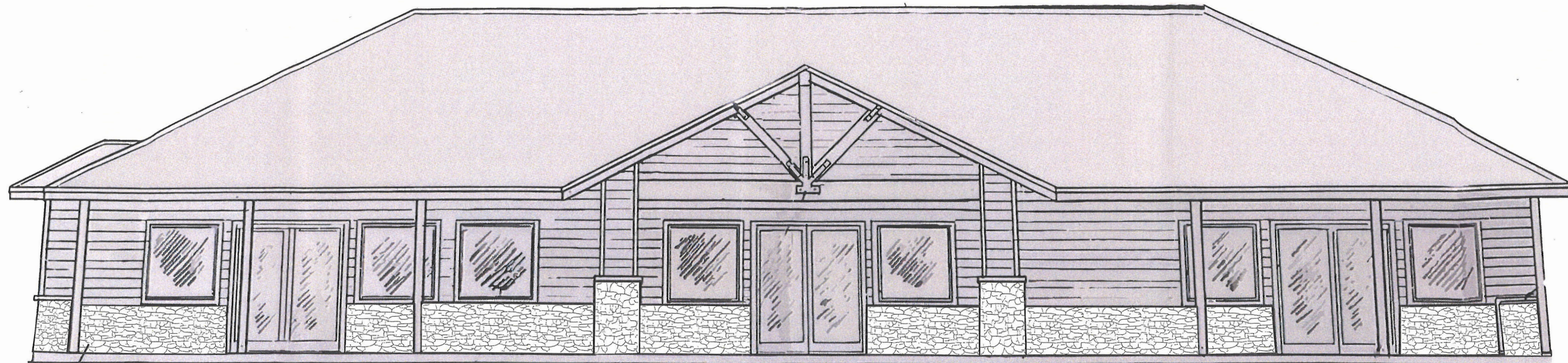
Mall Exterior

Match of Ace™ CW-W6 Linen \*



Match of Ace™ N-W32 Star Anise \*





Stone veneer  
36ft tall  
60ft long





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**M & K Properties Unlimited, LLC.**

PO BOX 3412  
L a Pine Oregon, 97739  
(541-639-1533

**April 27, 2023**

**Addendum One**

Urban Renewal Agency, Storefront Improvement Grant Program

Thank you for the opportunity to apply for the Storefront Improvement Program.

This addendum will help clarify and support several new Storefront Improvements recently added to the original application reviewed on September 03, 2022. The property location under review is known as, 51515 Huntington Rd, La Pine Oregon. Units 1-3, now to include unit 4, as an additional project rendered for funding. A new application is included.

**Listed below are individual bids, four new bids, two bids that were previously submitted for review.**

**Former Bid :** Exterior painting of the mall, units 1-3. 4280.00

**New Bids to include:** Stone accents on the following:

Front elevation of mall office areas, three units. Front porch area of small house/office.

A new base built at the bottom of existing sign .Stone accents added. 14,935.00

New gutters and downspouts to mall front fascia area. 1355.00

**Total Amount Requested:**

**20,570.00**

Please review bids for detailed descriptions on each project.

Thank you

Mark Miller



M&K Properties Unlimited LLC.









DRY STACK Stone Veneer Type & Color  
Used in Project.





DAWN TILL DUSK CONSTRUCTION

# MASONRY

BRICK • BLOCK • STONE

Commercial & Residential

Bonded & Insured

Lic # 245760

(541) 388-7605

Proposal #1

Dry Stack Stone Accent

\* Mall

\* Small House/office \$14,935.-

\* SIGN BASE

Proposal No. 1

Sheet No.

Date 4-4-23

### Proposal Submitted To

### Work To Be Performed At

Name Mark Miller  
Street \_\_\_\_\_  
City Lapine  
State Oregon  
Telephone Number 541-639-1533

Street 51515 Huntingfow Rd.  
City LA Pine State OR.  
Date of Plans 4-4-2023  
Architect N/A

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

## DMV BUILDING STONE VENEER APPROX 203 sqft

1. Stone Veneer area will be papered for moisture barrier & then wire lath for strength, hold & stability. Stone will be layed dry stack to match ex-stone with a water table seal cap & stone will match ex-stone on DMV Building (#8,227.00)

2. Sign Base Approx-32"W X 24"H X 72"L sign base will be built out of L.M.U. Block Block will be layed with a steel reinforced footing & block will be steel reinforced & grouted. Out side of block will then be veneered with dry stack stone to match DMV building with flat cap to match water table seal. (#2,673.00)

3. Corner House-office Stone Veneer Approx-104 sqft Stone Veneer area will be papered for moisture barrier & then wire lath for strength, hold & stability. Stone will be layed dry stack with water table seal cap to match DMV Building (#4035.00)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **total of all 3 Dollars (\$14,935.00).**

with payments to be made as follows:

Approx Start Date 6-12-23

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by \_\_\_\_\_

Respectfully submitted Jos R. Elliott

Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within 45 days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Compose

Inbox 29

Starred

Snoozed

Sent

Drafts 90

More

Labels +

Mmsellsrealestate... 1

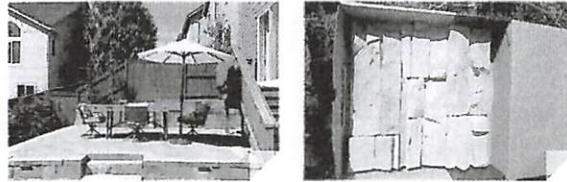
Navigation icons: back, forward, archive, trash, mute, refresh, print, share, etc.

1 of 494

**Bid** Inbox x #2 **Dry Stack Stone**  
**MAIL - SMALL HOUSE/OFFICE, SIGN BASE**  
**Juan Linares** <allstarremodelingwork@gmail.com> 09:59 (36 minutes ago) ☆

Hello Mark, My bid for the big building is \$6,700 that includes; siding removal, trash haul, installation of moisture barrier, installation of mesh wire, then installation of veneer wall. It also includes; Painting the trims, Filling in holes, and Touch up painting.  
 (For the small building my bid is \$3,400 that includes everything.) Making the bid for both buildings comes to a total of \$10,100  
 The stone I found () is from Moulamath Grey Stone it's not identical to the one on the posts, but the color is very similar, about the same. If you except this bid I'll bring over a sample so we can agree on it before project start date.  
 For the retaining wall block box for the sign, that bid is \$1,700 which includes; Gravel, Blocks, Top Cap, and Glue. If you dont like the retaining wall block finish, let me know so we can discuss our other options.

2 Attachments • Scanned by Gmail



**Mark Miller**  
 to Juan  
 Got it. Thank you. Mark

Reply Forward

NOTE:

This bid is less  
 due to sign base  
 Design constructed  
 with landscape  
 Pavers.

Bid # 2  
 51515 Huntington  
 Mall.  
 Total, 11,800.00  
 \* DRY STACK  
 Stone Accent  
 on Mall, Small  
 House/OFFICE &  
 SIGN BASE.





# Deschutes County Property Information

Report Date: 9/15/2022 9:35:00 AM

*ownership Details*

## 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:** M&K PROPERTIES UNLIMITED LLC  
**Map and Taxlot:** 221015AA05700  
**Account:** 115109  
**Tax Status:** Assessable  
**Situs Address:** 51515 HUNTINGTON RD, LA PINE, OR 97739

### Ownership

**Mailing Address:**  
M&K PROPERTIES UNLIMITED LLC  
PO BOX 3412  
LA PINE, OR 97739

### Property Taxes

**Current Tax Year:** \$5,304.45  
**Tax Code Area:** 1127

### Assessment

**Subdivision:** LAPINE  
**Lot:** 30  
**Block:** 33  
**Assessor Acres:** 0.40  
**Property Class:** 201 -- COMMERCIAL

### Valuation

#### Real Market Values as of Jan. 1, 2021

**Land** \$134,100  
**Structures** \$180,210  
**Total** \$314,310

#### Current Assessed Values:

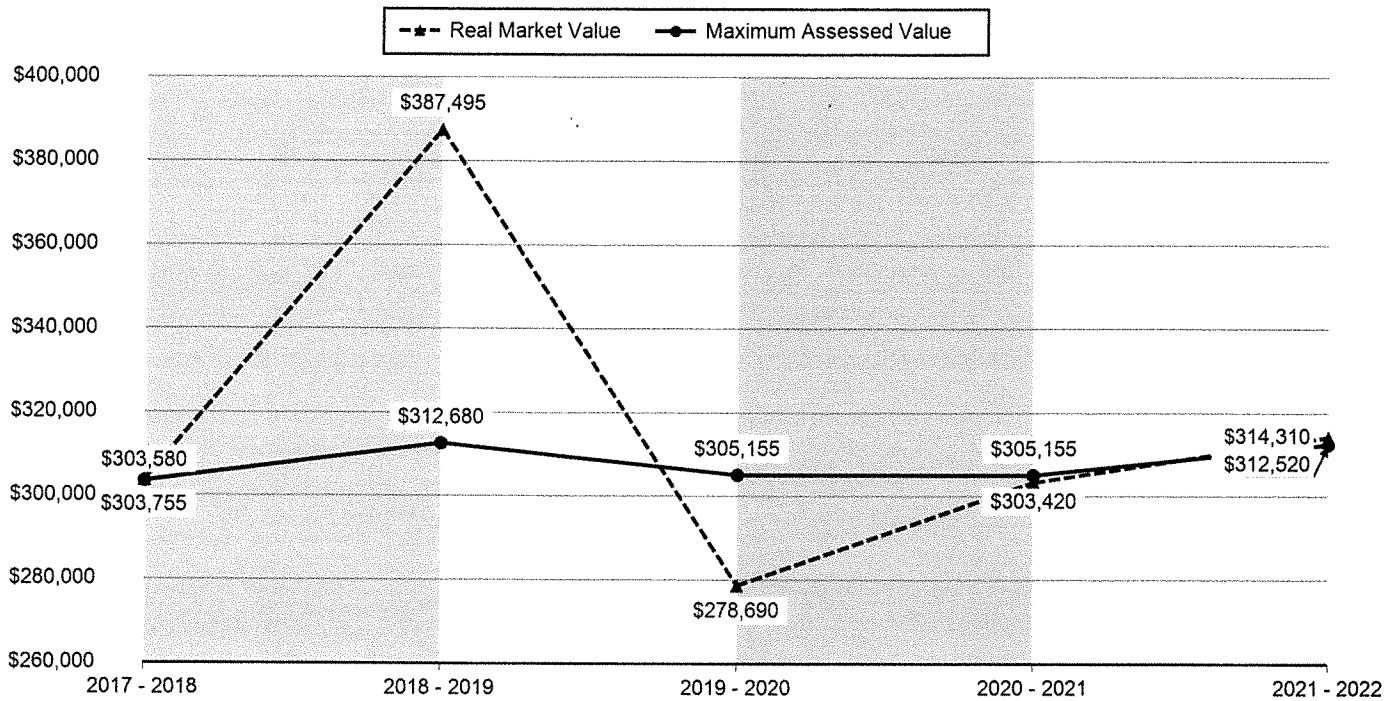
**Maximum Assessed** \$312,520  
**Assessed Value** \$312,520  
**Veterans Exemption**

## 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.*

	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022
<b>Real Market Value - Land</b>	\$88,945	\$112,535	\$117,220	\$128,940	\$134,100
<b>Real Market Value - Structures</b>	\$214,810	\$274,960	\$161,470	\$174,480	\$180,210
<b>Total Real Market Value</b>	\$303,755	\$387,495	\$278,690	\$303,420	\$314,310
<b>Maximum Assessed Value</b>	\$303,580	\$312,680	\$305,155	\$305,155	\$312,520
<b>Total Assessed Value</b>	\$303,580	\$312,680	\$278,690	\$303,420	\$312,520
<b>Veterans Exemption</b>	\$0	\$0	\$0	\$0	\$0



### Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording Instrument
03/20/2017	BUSCHER FAMILY TRUST	M&K PROPERTIES UNLIMITED LLC	\$275,000	27-TRANSACTION MUST BE CONFIRMED	2017-11386
08/10/2015	BUSCHER,SANDRA K	BUSCHER, ROBERT L & SANDRA K CO-TTEES	\$0	08-GRANTOR/GRANTEE ARE THE SAME	2015-33476
06/11/2003	BUSCHER,ROBERT L & SANDRA K	BUSCHER,SANDRA K	\$0	06-GRANTEE IS RELATED/FRIENDS/BUSINESS ASSOCIATES	2003-39538

### 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
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	LA PINE ELEMENTARY SCHOOL	(541) 355-8000	51615 COACH RD, 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
LIVESTOCK DISTRICT	DESCHUTES RIVER REC HOMESITES LIVESTOCK DISTRICT	(541) 388-6623	1300 NW WALL ST, BEND, OR 97703
GARBAGE & RECYCLING SERVICE	WILDERNESS GARBAGE & RECYCLING SERVICE	(541) 536-1194	51420 RUSSEL RD, LA PINE, OR 97739

**AFTER RECORDING RETURN TO:**  
AMERITITLE  
57100 Beaver Dr., Bldg. 5, Ste. 130, PO Box 4325  
Sunriver, OR 97707

**FILE NO. 157625AM**

Deschutes County Official Records		<b>2017-011387</b>
M-DT		<b>03/24/2017 03:48:00 PM</b>
Stn=0 BN		
\$11.00 \$10.00 \$21.00 \$20.00 \$6.00		<b>\$68.00</b>
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		

**Grantor:**  
M & K Properties Unlimited, LLC  
P.O. Box 3412  
La Pine, OR 97739

**Beneficiary:**  
Robert L. Buscher and Sandra K. Buscher, Co-Trustees of the Buscher Family Trust dated August 10, 2015  
21355 Stone Road  
Sheridan, OR 97378



**TRUST DEED**  
(Due on Sale)

THIS TRUST DEED, made on March 17, 2017, between M & K Properties Unlimited, LLC, as Grantor, AmeriTitle, an Oregon Corporation, as Trustee, and Robert L. Buscher and Sandra K. Buscher, Co-Trustees of the Buscher Family Trust dated August 10, 2015 or the survivor thereof, as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Deschutes County, Oregon, described as:

**Lots 30 through 36, Block 33, La Pine, recorded August 1, 1918, in Cabinet A, Page(s) 55, Deschutes County, Oregon.**

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **Two Hundred Twenty Five Thousand Dollars and No Cents, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **March 24, 2027**.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

**To protect the security of this trust deed, grantor agrees:**

To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

1. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards, as the beneficiary may from time to time require, in an amount not less than the \$225,000.00, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as insured. If grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs

**NOTE:** The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

**It is mutually agreed that:**

7. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
8. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
11. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.815.
12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.
13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
16. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized

in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are primarily for (check one):

- grantor's personal, family, or household purposes.  
Initial: \_\_\_\_\_
- OR
- organization or (even if grantor is a natural person) are for business or commercial purposes.  
Initial: MM KM

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

M & K Properties Unlimited, LLC

By: [Signature]  
Mark Miller, Manager

By: [Signature]  
Karen Miller, Member

State of \_\_\_\_\_ OR} ss  
County of \_\_\_\_\_ Deschutes}

On this 24 day of March, 2017, in the year 17, before me, Teresa M Ives a Notary Public in and for said state, personally appeared Mark Miller and Karen Miller known or identified to me to be the Managing Member in the Limited Liability Company known as M & K Properties Unlimited, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public for the State of Oregon  
Residing at: [Address]  
Commission Expires: 10/13/17

