



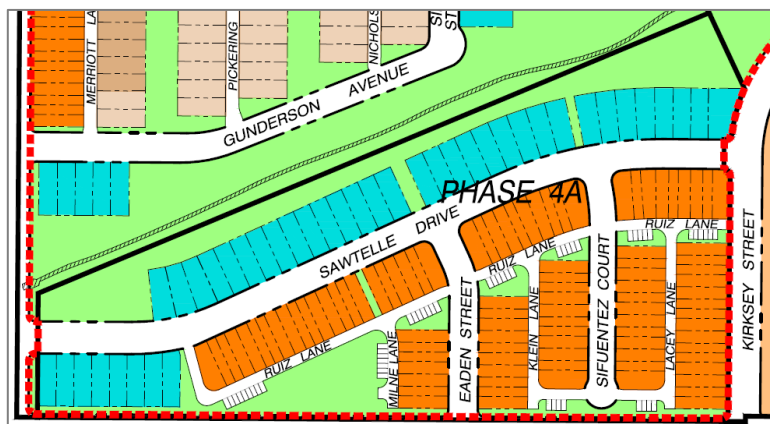
May 23, 2024

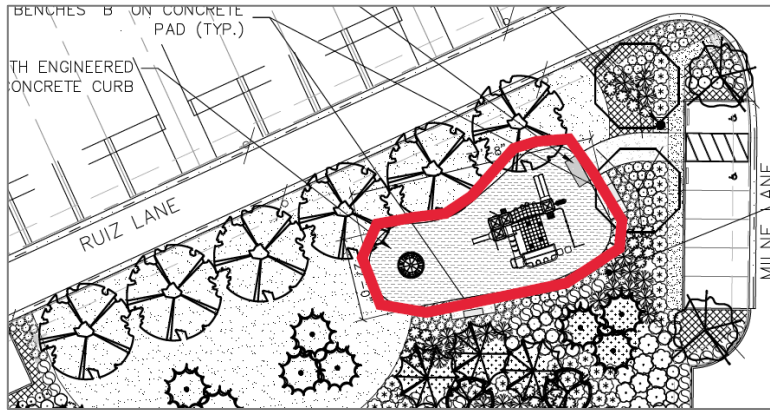
Bryan AnDyke, Land Development Project Manager  
Lennar Northwest, LLC  
11807 NE 99<sup>th</sup> Street, Suite 1170  
Vancouver, WA 98682-2350

RE: Smith Creek Planned Unit Development (PUD; Tax Lot 052W130000110) Subdivision Final Plat application to City (FSUB 22-01): Approval of Bond for Street Trees along Lots & a Private Common Area Tract Playground (Tract BC)

Dear Mr. AnDyke:

This is the bond approval letter for a construction performance bond for Smith Creek Planned Unit Development (PUD) Phase 4A / (plat "Smith Creek P.U.D. No. 8") street trees and a private common area tract playground, the enclosed marked landscape plan Sheet 4 illustrating the playground.





Approved landscape plans Sheet 4 excerpt – Tract BC – Private playground

Enclosure 8 is the bond titled “Subdivision Performance Bond” and is Hartford Fire Insurance Co. Bond No. 72BSBJE0661 that the developer, Lennar Northwest, LLC of Oregon dated March 5, 2024 and submitted to the City on May 17, 2024. The amount is \$85,076.91 based on Enclosure 4, the applicant’s cost estimate for the street trees.

Enclosure 9 is the bond titled “Subdivision Performance Bond” and is Hartford Fire Insurance Co. Bond No. 72BSBJE0660 that the developer, Lennar Northwest, LLC of Oregon dated March 5, 2024 and submitted to the City on March 8, 2024. The amount is \$202,902.51 based on Enclosure 9, the applicant’s cost estimate for the playground.

The developer requested bonding to address land use final order Condition G2 by first recording final plat and second constructing, installing, or planting the private common area tracts improvements to be bonded. The Community Development Director authorized accepting a bond request for review and staff approving the requested bond for street trees and the common area Tract BC playground improvements.

Bond approval is administrative and discretionary. Below are bond conditions of approval:

Condition B1: The bonded improvements are due by whichever occurs first:

- a. The date of first request to the City for a final inspection related to any dwelling building permit within Phase 4A / plat Smith Creek P.U.D. No. 8; or
- b. The arrival of November 14, 2025, based on land use final order Condition SUB-1, Table SUB-1 “Platting Schedule”, pages 51 & 52.

Condition B2: The developer shall not obtain a certificate of occupancy (C of O) for any dwelling within Phase 4A / plat Smith Creek P.U.D. No. 8 until having met Condition B1.

Regarding inspection requests and for planning and zoning inspection in particular, Planning Division staff reminds the developer of final decision Note to the Applicant 9:

“Inspection: The applicant shall construct, install, or plant all improvements, including landscaping, prior to City staff verification. Contact Planning Division staff at least three (3) City business days prior to a desired date of planning and zoning inspection of site improvements. This is required and separate from and in addition to the usual building code and fire and life safety inspections. Note that Planning staff are not primarily inspectors, do not have the nearly immediate availability of building inspectors, and are not bound by any building inspector’s schedule or general contractor convenience.”

With this bond approval (and other outstanding items to be met), the Community Development Director would be ready to sign the plat Mylar, which would allow the developer to record the plat with Marion County within 30 days per Woodburn Development Ordinance (WDO) 5.01.06C.1, upon City Engineer assent to the Director signing.

Please contact me at (503) 980-2485 or [colin.cortes@ci.woodburn.or.us](mailto:colin.cortes@ci.woodburn.or.us) with questions.

Sincerely,



Colin Cortes, AICP, CNU-A  
Senior Planner

cc: Cole Conley, Lennar

Chris Killmer, Assistant City Attorney

Chris Kerr, Community Development Director

Heidi Hinshaw, Associate Planner

Cassandra Martinez, Administrative Specialist, Community Development Dept.

Alyssa Nichols, Permit Technician

Curtis Stultz, Public Works Director

Dago Garcia, P.E., City Engineer

Enclosures (9):

1. Landscape plans (October 5, 2023; 2 sheets)
2. Bond narrative (received February 15, 2024)
3. Bond request form revised (received February 15, 2024; 2 pages)
4. Exhibit - Street trees cost estimate (received February 15, 2024)
5. Exhibit - Street trees marked Sheet L1.0 (received February 15, 2024)
6. Exhibit – Playground site plan (received February 13, 2024, 2024)
7. Exhibit – Playground cost estimate (received February 13, 2024; 3 pages)
8. Bond company paperwork - Street trees (received May 17, 2024; 2 pages)
9. Bond company paperwork - Playground (received March 8, 2024; 2 pages)

file(s): FSUB 22-01 Smith Creek Development Phase 4A “Smith Creek P.U.D. No. 8”



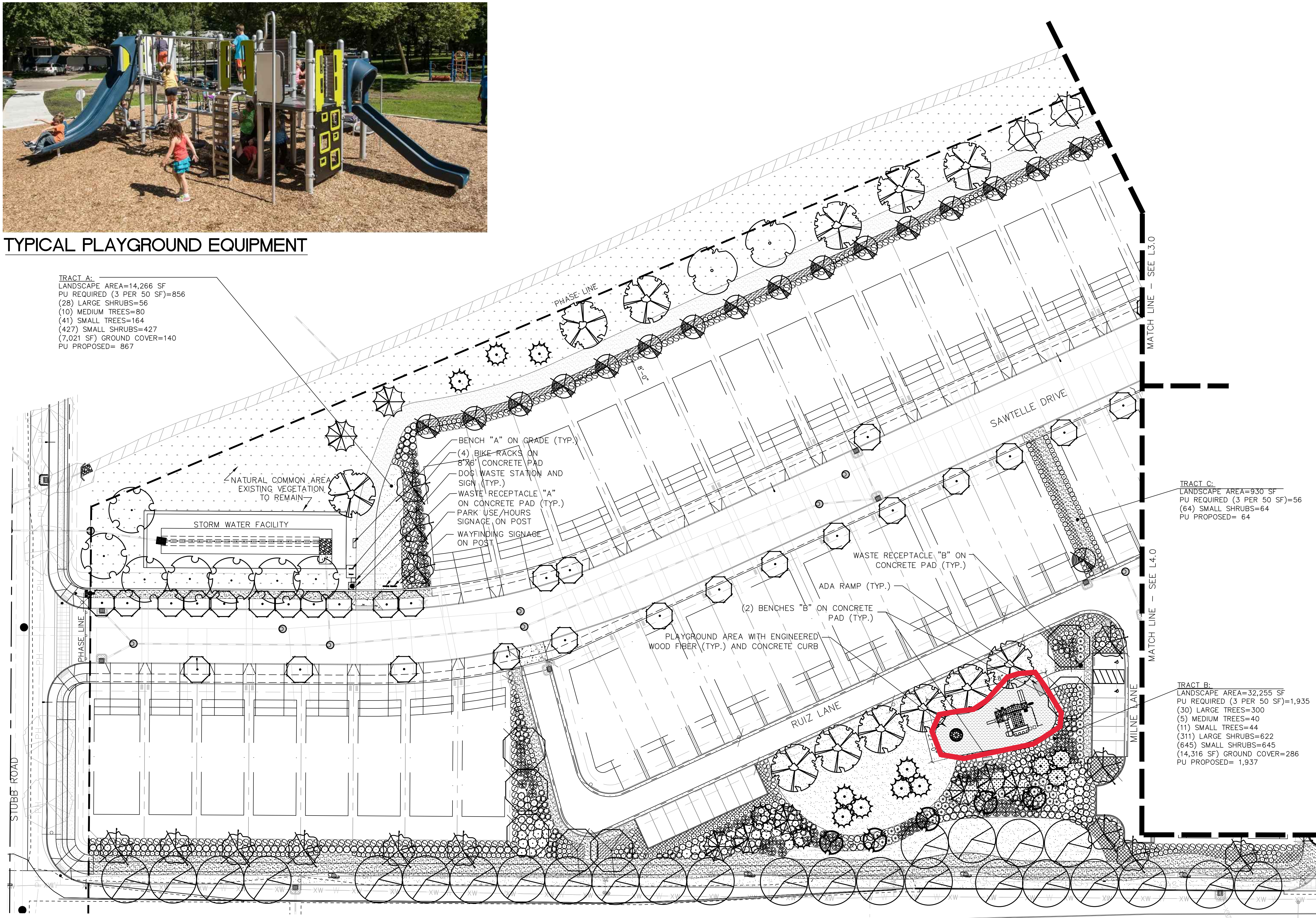


TYPICAL PLAYGROUND EQUIPMENT

TRACT A:  
 LANDSCAPE AREA=14,266 SF  
 PU REQUIRED (3 PER 50 SF)=856  
 (28) LARGE SHRUBS=56  
 (10) MEDIUM TREES=80  
 (41) SMALL TREES=164  
 (427) SMALL SHRUBS=427  
 (7,021 SF) GROUND COVER=140  
 PU PROPOSED= 867

TRACT C:  
 LANDSCAPE AREA=930 SF  
 PU REQUIRED (3 PER 50 SF)=56  
 (64) SMALL SHRUBS=64  
 PU PROPOSED= 64

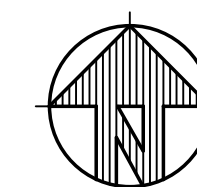
TRACT B:  
 LANDSCAPE AREA=32,255 SF  
 PU REQUIRED (3 PER 50 SF)=1,935  
 (30) LARGE TREES=300  
 (5) MEDIUM TREES=40  
 (11) SMALL TREES=44  
 (311) LARGE SHRUBS=622  
 (645) SMALL SHRUBS=645  
 (14,316 SF) GROUND COVER=286  
 PU PROPOSED= 1,937



LANDSCAPE PLAN - PHASE 4A

Enclosure 1

SCALE 1" = 30'-0"



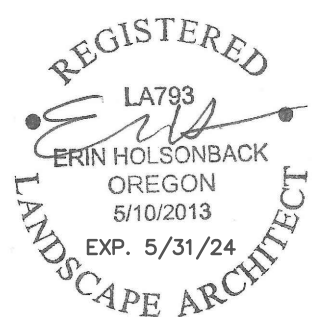
Smith Creek  
 Condition G5  
 Final Plans:  
 Phase 4A  
 Approved  
 Oct. 5, 2023  
 Sheet 2 of 6

OTTEN + ASSOCIATES  
 LANDSCAPE ARCHITECTURE  
 3933 South Kelly Avenue, Suite B - Portland, OR 97239  
 Phone: (503) 972-0311 • www.ottenla.com

SMITH CREEK - PHASE 4A  
 TAX MAP 052W13-TL 112  
 WOODBURN, OREGON

LANDSCAPE PLAN

NO.	DATE	DESCRIPTION



SHEET  
**L2.0**  
 OF  
**6**



**From:** [Bryan AnDyke](#)  
**To:** [Colin Cortes](#)  
**Cc:** [Chris Kerr](#); [Dan Handel](#)  
**Subject:** RE: Smith Creek 4A - Futsal and Park bond request [FSUB 22-01]  
**Date:** Thursday, February 15, 2024 11:56:45 AM  
**Attachments:** [image002.png](#)

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\*\*\*\* This email is from an EXTERNAL sender. Exercise caution when opening attachments or click links from unknown senders or unexpected email. \*\*\*\*

Hi Colin,

**Item A:** Due to supply chain delays that are out of the control of our supplier the lead time for park playground equipment was significant. These items have been paid for and ordered but the delivery and installation of the material is not possible until April. The intent of this request is to mitigate the lag in time from Mylar signing to building permit issuance, so the site does not sit vacant for 3-4 months like the previous phase 3A. The play structures are projected to be completely installed before the start of building our first home in this phase.

**Item B1:** As required on the previous phase 3A, the intent of this request is to defer the installation of the street trees on our home frontages to the time of home construction. The purpose of this is to eliminate the damage/replacement of trees that would be caused during home building.

**Item B2:** Included is an updated Landscape invoice with irrigation included (link below). The new subtotal is \$56,717.94 @ 150% = \$85,076.91 please confirm this amount is acceptable for the street tree bonding amount.

Thank you very much for your help,

I'm using Adobe Acrobat.

Here's the [Smith 4A street tree bond request 3.pdf](#) for you to review.

**LENNAR**

Bryan AnDyke  
Land Development Project Manager  
Lennar Northwest, LLC.

[Bryan.AnDyke@lennar.com](mailto:Bryan.AnDyke@lennar.com)  
[www.lennar.com](http://www.lennar.com)

Cell: 541.350.5047  
Fax: 360.258.7901

11807 NE 99th Street, Suite 1170  
Vancouver, WA 98682

---

**From:** Colin Cortes <Colin.Cortes@ci.woodburn.or.us>





City of Woodburn  
 Community Development Department  
 Planning Division  
 270 Montgomery Street  
 Woodburn, OR 97071  
 Phone: 503-982-5246  
 Email: [planning@ci.woodburn.or.us](mailto:planning@ci.woodburn.or.us)

Visit the City of Woodburn [Planning webpage](#) for the most current forms and applications.

## Bond or Performance Guarantee Request Form: Street Trees and/or Tract Landscaping

Project			
Name:	Smith Creek 4A (FSUB 22-01)		
Land Use Master/Parent Case File Number:			
Address(es), if applicable:			
Tax Lot #(s):			
Partition or Subdivision Plat Name, if applicable and recorded:			
Developer			
Name:	Lennar Northwest, LLC.	Title:	Bryan AnDyke - PM
Phone:	541-350-5047	Firm:	
Mailing Address:	11807 NE 99th Street, Suite 1170, Vancouver WA 98682		
Email:	Bryan.AnDyke@lennar.com		
Civil Engineer			
Name:	Roy Hankins	Title:	Principal
Phone:	541-521-9797	Firm:	Emerio
Mailing Address:	1500 Valley River DR. Suite 100 Eugene Oregon 97401		
Email:			
Landscape Architect			
Name:	Erin Holsonback	Title:	Landscape Architect
Phone:	503-449-8317	Firm:	Otten and Associates
Mailing Address:			
Email:			



**Requested Item(s) to Bond:**

- Street trees
- Tract landscaping: private common area tracts

*For all public improvements other than street trees, do not use this form. Contact the Public Works Department Engineering Division directly to ask about bonds, bonding, or performance guarantees for all other public improvements.*

**Submittal Checklist:**

- 1. Fee payment per any as applicable:
  - A. Land use final decision document 200 series attachment conditioned fee for bond request
  - B. Planning Division fee schedule
  - C. City fee schedule

It is likely that A. is the source of the applicable fee for a request.
- 2. Letter or narrative describing degree, extent, and nature of requested items to bond.
- 3. Maps or plans of street tree locations and/or tract landscaping from a civil engineering plan (CEP) drawing set that the Public Works Department Engineering Division approved or a landscaping plan set that the Community Development Department Planning Division approved.
- 4. Exhibit(s) of itemized items with cost estimates and total cost estimate, stamped by a licensed professional.
- 5. What terms of approval, if any, the developer would like City staff to consider.

**Certifications:** I as developer:

- Have read and understood Woodburn Development Ordinance (WDO) 4.02.08 "Performance Guarantees".
- Acknowledge that City acceptance, review, and approval of a bond or performance guarantee request is administrative, discretionary, and not guaranteed.
- Hereby declare that I have read the foregoing request form and know the contents of the request form to be true.

Developer's Signature	
Bryan AnDyke	
Print Name	Title
Bryan AnDyke	Project Manager
Date	
2/13/2024	



S.N.O Landscape, LLC

PO BOX 1010 Woodburn, OR 97071

Office: 503.782.7744

Fax: 503.902.0490

LCB# 9207

# Invoice

Date	Invoice #
1/2/2024	24-002

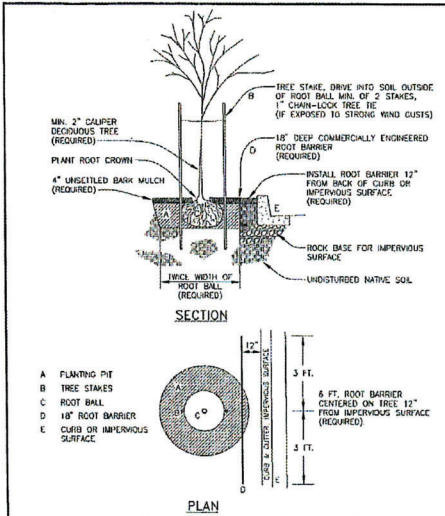
Bill To
Lennar, Inc. 11807 NE 99th Street, Suite 1170 Vancouver, WA 98682

Ship To
Woodburn, Oregon

Project	P.O. No.	Terms
Smith Creek Ph 4A	ROW Street Trees	Due on receipt

Description	Qty	Amount
ROW Street Trees ROW Street Trees Adjacent to Lots on Eaden St. & Sifuentez Court - Carpinus betuls 'Frans Fontaine' / Frans Fountain Hornbeam 2" Caliper w/ 18" Root Barrier 12'	33	15,675.00
ROW Street Trees Adjacent to Lots on Sawtelle Drive- Parrotia perica 'Inge' Ruby Vase / Ruby Vase Parrotia 2" Caliper w/ 18" Root Barrier 12'	37	17,575.00
Soil Preparation, Till Soil 8" depth Fertilizer and Fine Grading	6,090	913.50
Fine Lawn	6,090	1,827.00
3" Depth 3 Way Soil Amendment for Shrub Areas & Lawn Area	68	4,896.00
2-3" Depth Bark Mulch Rings	70	595.00
Irrigation systems	1	\$15,000.00
SUBTOTAL = \$56,481.50		236.44
CAT Tax		

<b>Total</b>	\$56,717.94
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$56,717.94



**WOODBURN**  
ESTABLISHED 1859  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

**STREET TREE PLANTING  
NEW CONSTRUCTION**

REV: OCT. 2007  
SCALE: NTS  
DWG No. 1

**PLANT LIST: STREET TREES PHASE 4A**

SYMBOL	QTY.	SUGGESTED PLANT MATERIAL	SIZE	SPACING
<b>SMALL TREES (&lt;40' MATURE HEIGHT)</b>				
○	35	CARPINUS BETULUS 'FRANS FONTAINE' Frans Fontaine Hornbeam	2" cal.	As Shown
○	49	PARROTTIA PERICA 'INGE'S RUBY VASE' Ruby Vase Parrotia	2" cal.	As Shown
<b>MEDIUM TREES (40'-60' MATURE HEIGHT)</b>				
○	42	TILIA CORDATA 'RANCHO' Sterling Linden	2" cal.	As Shown

TOTAL STREET TREES REQUIRED: 126  
TOTAL STREET TREES PROPOSED: 126

- STREET TREE NOTES:**
- No plant pit shall be dug or approved until all underground utilities have been marked.
  - Street trees shall be healthy and vigorous with normal, well-developed branches and root systems, free from decay, defects, sunscald injuries and abrasion of the bark, insect pests and all forms of infestations or objectionable distortions.
  - All broken, weak and interfering (rubbing) branches shall be properly removed after the tree has been planted.
  - Street trees shall not be planted a minimum of ten feet from street lights, utility poles and fire hydrants; five feet from water meters, driveways and electrical/telephone/cable boxes; and thirty feet from street intersections where possible.
  - Trees planted within vision clearance areas shall have all branches pruned to a height of 7' above grade.
  - Root barrier shall be installed for all new street trees according to Street Tree Planting Detail.
  - Lawn shall be planted in all street planting areas by adjacent property owner.
  - Street tree substitutions shall be approved by the Landscape Architect.

**NOTE:**  
Provide temporary irrigation during construction and install permanent irrigation per Public Works Department Engineering Division standard and drawings or as the City Engineer directs, (50.3) 982-5248

included in contract  
12 Parrotia  
2 Carpinas

Separate invoice  
37 Parrotia  
33 Carpinas



STREET TREE PLAN - PHASE 4A  
SCALE 1" = 70'-0"

Smith Creek  
Condition G5  
Final Plans  
Phase 4A  
Approved  
Oct. 5, 2023  
Sheet 1 of 6

OITEN + ASSOCIATES  
LANDSCAPE ARCHITECTURE  
3933 South Kelly Avenue, Suite B - Portland, OR 97239  
Phone: (503) 972-0311 - www.oiten.com

SMITH CREEK - PHASE 4A  
TAX MAP 052W13-TL 112  
WOODBURN, OREGON

STREET TREE PLAN

REVISIONS	DESCRIPTION	REV.	DATE

EMERIO  
ENGINEERING & SURVEYING DESIGN

REGISTERED  
LANDSCAPE ARCHITECT  
LAYS  
EMERIO HOLSCHNACK  
ONCE OVER  
SPECS: 8/29/24

SHEET  
L1.0  
OF  
6

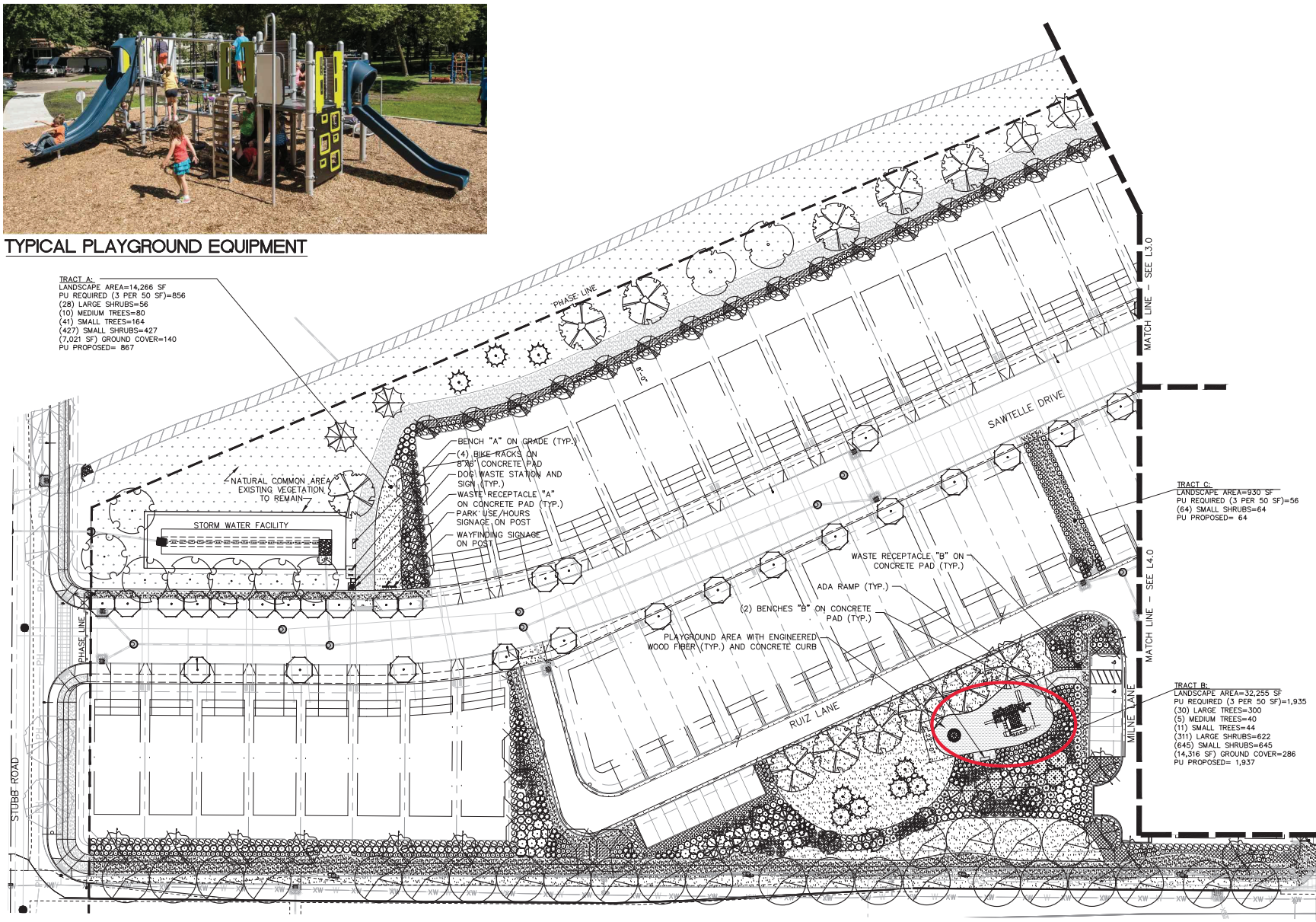
FILED: Project PLANTING (Mac) 2023 Smith Creek 4A (2)-Smith Creek-Phase 4A, Layout: L1.0 4A, Plot Date: 9/11/2023 1:11 PM, By: Oiten





TYPICAL PLAYGROUND EQUIPMENT

TRACT A:  
 LANDSCAPE AREA=14,266 SF  
 PU REQUIRED (3 PER 50 SF)=856  
 (28) LARGE SHRUBS=56  
 (10) MEDIUM TREES=80  
 (41) SMALL TREES=164  
 (427) SMALL SHRUBS=427  
 (7,021 SF) GROUND COVER=140  
 PU PROPOSED= 867



LANDSCAPE PLAN - PHASE 4A

SCALE 1" = 30'-0"



Smith Creek Condition G5  
 Final Plans:  
 Phase 4A  
 Approved  
 Oct 5, 2023  
 Sheet 2 of 6

OITEN + ASSOCIATES  
 LANDSCAPE ARCHITECTURE  
 3933 South Kelly Avenue, Suite B - Portland, OR 97239  
 Phone: (503) 972-0311 - www.oitenia.com

SMITH CREEK - PHASE 4A  
 TAX MAP 052W13-TL 112  
 WOODBURN, OREGON

LANDSCAPE PLAN

NO.	DATE	DESCRIPTION

**EMERIO**  
 LANDSCAPE ARCHITECTURE  
 1077 WALLA WALLA ROAD, SUITE 1A  
 BOZEMAN, OREGON 97001  
 PHONE: (503) 338-8662  
 WWW.EMERIOARCHITECT.COM

REGISTERED  
 LANDSCAPE ARCHITECT  
 OITEN + ASSOCIATES  
 5/31/24

SHEET  
 L2.0  
 OF  
 6

FILE: F:\Projects\PA\W103\10a2023\Smith\_Creek\_41-22-Smith\_Creek-Phase\_4A\_Landscape\_L2.0\_4A\_Plot Date: 9/13/2023 1:13 PM, pcf.01.rvt



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

## QUOTE

To: Lennar Homes  
Re: Smith Creek Phase 4A

Quote # NM-10272023-00004538

Date: 10-27-2023

Quote Name: Lennar Homes - Smith Creek Phase 4A

Bill To: 11807 Northeast 99th Street  
Suite 1170  
Vancouver, WA 98682

Site Address: 1347 Smith Dr  
Woodburn, OR 97071

Name: Bryan AnDyke  
Email: bryan.andyke@lennar.com

Phone: 541-350-5047  
Cell:

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### Playworld

IHD-Playworld	1	IHD_667_23 Playworld Systems Structure Equipment: Including Rope Net Climber, Small Angled Climber, Large Angled Climber, Canyon Crossing 12" Rise, Spiral Slide, Storefront Panel, Slither Slide with Slide-A-Side Exit, Slither Slide Balcony Entrance, Post Mount Scavenger Hunt Panel, Post Mount Drum, Glide Slide, Geo Vertical Climber, 6' Catwalk, Rope Ascension, Ripple Bridge, Post Mount Bell, and Transfer Station with Step	\$55,708.00	\$55,708.00
ZZXX0843	1	RISK MANAGEMENT SIGN	\$367.00	\$367.00
ZZXX0914	1	CONE SPINNER DOUBLE DECKER	\$22,060.00	\$22,060.00

#### Northwest Landscape Services

Northwest Landscaping Services	1	140 Cubic Yards of Northwest Landscape Services Certified Engineered Wood Fiber Safety Surfacing (12in After Compaction) and for a 2,494 Square Feet Area. Price Includes, Freight and Blower Installation. NOTE: Semi-Truck Must Have Access to Unload Material On-Site. Typical Truck Size is 53' or Additional Charges May Apply	\$13,066.67	\$13,066.67
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Equipment Subtotal (less tax): \$91,201.67

### FREIGHT

Playworld			Freight	\$9,866.67
			<b>Equipment Total (less tax):</b>	<b>\$101,068.34</b>

### CERTIFIED INSTALLATION

Playground Installation	1	Scope of Work: - Unload, store, and deliver to site when ready for installation - All labor and concrete material necessary for the installation of play equipment per drawings - Clean up and safety check	\$34,200.00	\$34,200.00
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Exclusions:





# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

- Digging through drain rock or safety surfacing
- Disposal of soil from footing holes
- Security fencing
- Storage of play equipment for more than 30 days (storage fees will be assessed after the 30 days)
- Prevailing Wages

	<b>Standard</b>		<b>Installation Total:</b>	<u>\$34,200.00</u>
		Performance Bond (If Required):	3.0%	
		Credit Card Fee (If Required):	3.5%	
Location Code:	Resale Certificate Required for Tax Exemption:	Tax:	%	<u>\$0.00</u>
			<b>ORDER TOTAL:</b>	<u><u>\$135,268.34</u></u>

### Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote)*  
The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Justin Patterson  
Sales Rep

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

Project Name: Smith Creek Phase 4A

Quote # NM-10272023-00004538

## TERMS AND CONDITIONS

### QUOTE CONDITIONS AND ACCEPTANCE:

***This quote is only valid for 10 days.***

*Orders placed or requested for delivery after 10 days are subject to Steel and Material price increases and Surcharges.*

\*\*\* \_\_\_\_\_ (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* \_\_\_\_\_ (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* \_\_\_\_\_ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due

balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions:

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

Justin Patterson

Sales Rep

Customer Signature

Date



BOND NO.: 72BSBJE0661

DUPLICATE ORIGINAL

**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Northwest, LLC, 11807 NE 99<sup>th</sup> Street, Suite 1170, Vancouver, WA 98682, as Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155-001, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the City of Woodburn, 190 Garfield St., Woodburn, OR 97071, as Obligee, in the sum of Eight five thousand seventy six and 91/100 Dollars (\$85,076.91) lawful money of the United States, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has applied for a permit or has entered into an Agreement with the Obligee dated \_\_\_\_\_, in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:

Smith Creek 4A – street trees

NOW, THEREFORE, if the said Principal shall well, truly perform the work in the manner specified therein, and comply with the terms or conditions of the permit or the Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.


No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed and dated on March 5, 2024.

Lennar Northwest, LLC, a Delaware  
Limited liability company  
Principal

By: \_\_\_\_\_  


Hartford Fire Insurance Company  
Surety

By: \_\_\_\_\_  
  
Mary Ann Garcia, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA LLC

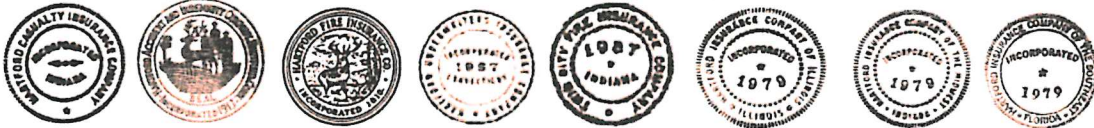
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Mary Ann Garcia  
 of  
 Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE



ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

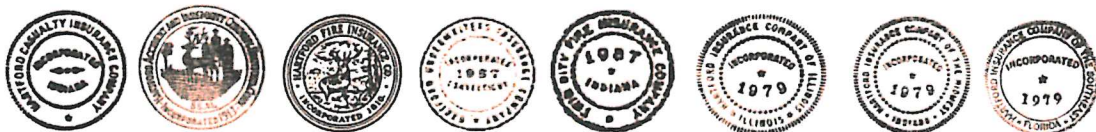


*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2024

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Northwest, LLC, 11807 NE 99<sup>th</sup> Street, Suite 1170, Vancouver, WA 98682, as Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155-001, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the City of Woodburn, 190 Garfield St., Woodburn, OR 97071, as Obligee, in the sum of Two hundred two thousand nine hundred two and 51/100 Dollars (\$202,902.51) lawful money of the United States, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has applied for a permit or has entered into an Agreement with the Obligee dated 3/8/2024, in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:

Smith Creek 4A – private playground

NOW, THEREFORE, if the said Principal shall well, truly perform the work in the manner specified therein, and comply with the terms or conditions of the permit or the Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed and dated on March 5, 2024.

Lennar Northwest, LLC, a Delaware  
Limited liability company  
Principal

By: \_\_\_\_\_



Hartford Fire Insurance Company  
Surety

By: \_\_\_\_\_



Mary Ann Garcia, Attorney-in-Fact

RECEIVED

MAR 08 2024

COMMUNITY DEVELOPMENT  
DEPARTMENT

# POWER OF ATTORNEY

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*Jessica Ciccone*

Jessica Ciccone  
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