



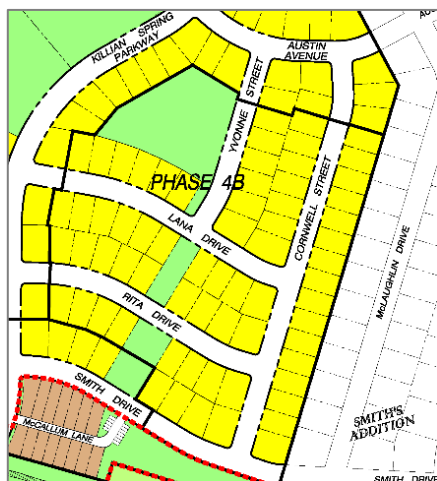
April 11, 2022

Bryan AnDyke, Land Development Project Manager  
Lennar Northwest, Inc.  
11807 NE 99th Street, Suite 1170  
Vancouver, WA 98682-2350

RE: Smith Creek Phase 4B (Tax Lot 052W130000109) Subdivision Final Plat application to City (FSUB 21-03): Approval of Bond for Private Common Area Tract AK Improvements

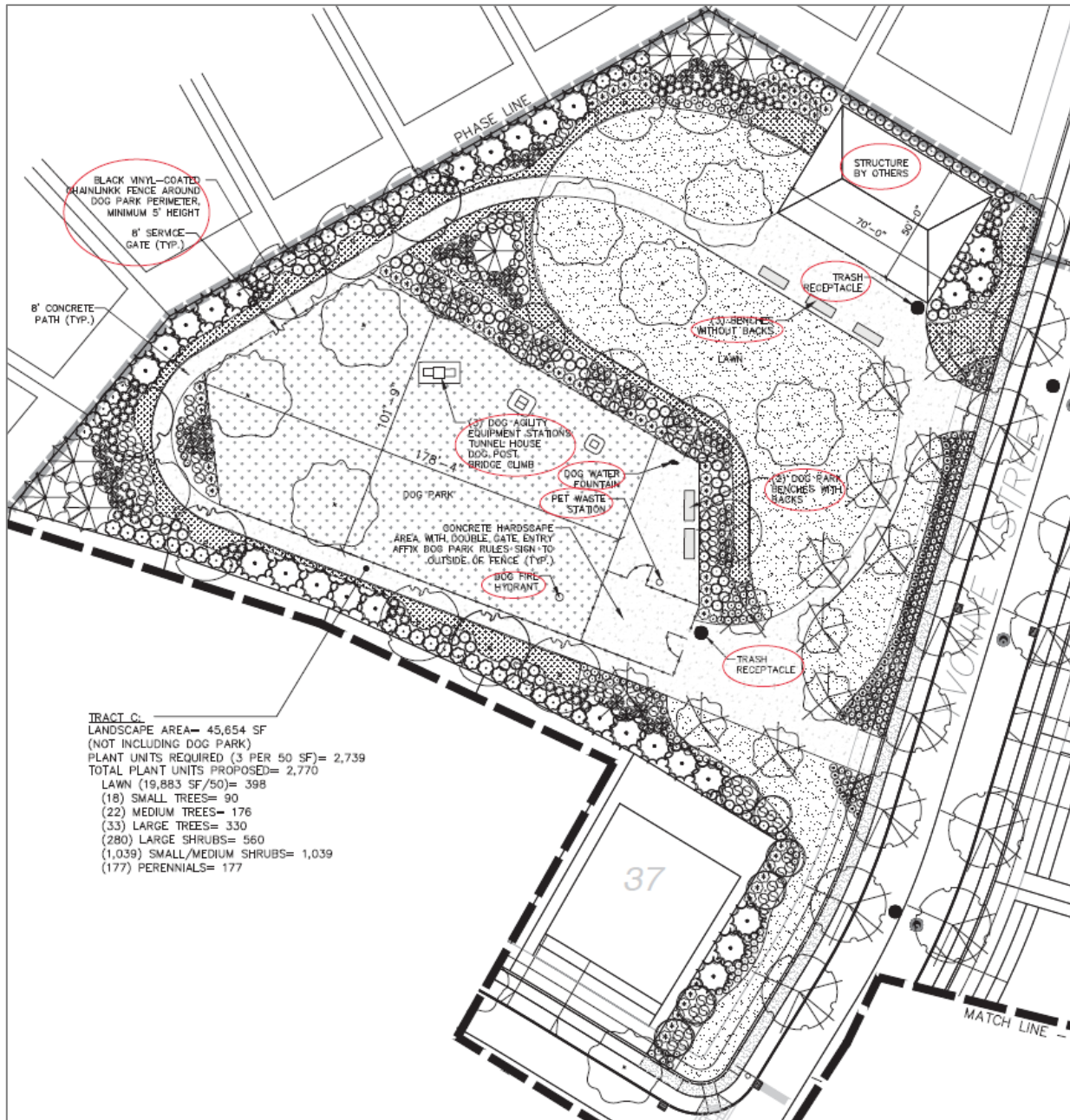
Dear Mr. AnDyke:

This is the bond approval letter for a construction performance bond for Smith Creek Development Phase 4 (plat "Smith Creek P.U.D. No. 6") open space shelter and amenities, specifically on private common area Tract AK (351 Yvonne St), which is at the northwest corner of Yvonne Street & Lana Drive, the improvements circled in red on the Enclosure 3 marked site plan Sheet L4.0.



Land use final order Exhibit C-4 excerpt

Enclosure 2 is the bond is titled "Subdivision Performance Bond" and is Liberty Mutual Insurance Co. Bond No. 024259975 that the developer, Lennar Northwest, LLC of Delaware dated March 8, 2022 and submitted to the City on March 29, 2022. The amount is \$220,772.00, based on Enclosure 1, the applicant's bond request letter with cost estimates.



Excerpt of Enclosure 3, the marked site plan Sheet L4.0 of bonded circled improvements

One of the bonded improvements, the shelter, is under building permit review. The Accela/ePermitting record number and permit number is 971-22-000056-STR.

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

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

Condition B1: The bonded improvements, per Enclosure 3, 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 4B / plat Smith Creek P.U.D. No. 6; 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 4B / plat Smith Creek P.U.D. No. 6 until having met Condition B1.

Regarding inspection requests and for planning and zoning inspection in particular, Planning Division staff reminds the developer of final order Note to the Applicant 12:

"Inspection: Prior to building occupancy, all landscaping and screening must be installed and prior to City staff verification. Contact Planning staff at least three City business days prior to a desired date of planning/zoning inspection of site improvements. This is separate from and in addition to the usual building code and fire and life safety inspections."

With this bond approval, the Community Development Director is ready to sign the 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 clearance for the Director to sign.

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: Chris Kerr, Community Development Director  
Cassandra Martinez, Administrative Specialist, Community Development Dept.  
Melissa Gitt, Building Official  
Alyssa Nichols, Permit Technician  
Dago Garcia, P.E., City Engineer

Enclosures (3):

1. Applicant's bond request letter (February 16, 2022; 3 pages)
2. Bond company paperwork (2 pages)
3. Marked site plan Sheet L4.0 of bonded circled improvements

file(s): FSUB 21-03 Smith Creek Development Phase 4B "Smith Creek P.U.D. No. 6" (Tax Lot 052W130000109); Accela record no. 971-21-000086-PLNG

Bryan AnDyke, Land Development Project Manager  
Lennar NW , LLC  
11807 NE 99<sup>th</sup> Street Suite 1107  
Vancouver, WA 98682

February 16, 2022

Chris Kerr, AICP, Community Development Director  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071-4730

Dear Mr. Kerr:

This is Lennar NW, LLC's Official Request to the City to allow a bond or performance guarantee in-lieu-of private improvement completion in common area open space tracts to be owned by the homeowner's association in Smith Creek Phase 4B (aka Smith Creek P.U.D. No. 6).

See the responses below to WDO 4.02.08 Performance Guarantees where it is demonstrated that the City may approve this request.

**4.02.08 Performance Guarantees**

***A. When an applicant has an obligation to construct or improve public facilities or to construct improvements imposed as a condition of approval, the obligation shall be fulfilled prior to the issuance of a building permit unless the City Administrator has granted a written waiver of this requirement and the applicant has filed with the City Administrator a performance guarantee. The performance guarantee shall state the nature of the obligation, the time in which the obligation is to be met, identify the property subject to the obligation and contain security in a form acceptable to the City Administrator and in an amount equal to 120 percent of the cost of fulfilling the obligation as estimated by the City Administrator for the year in which fulfillment of the obligation is anticipated. A sufficient performance bond, cash deposit or a letter of credit are considered acceptable forms of security. Return of the security to the applicant shall be conditional upon the applicant fulfilling the obligation.***

Applicant's Response:

These are not public improvements that are proposed to be bonded.

These are the voluntary private improvements planned to be installed:

- A shelter in Tract AK. (building permit 971-22-000056-STR)
- A Dog Park in Tract AK.

It is anticipated the obligation will be met in prior to July 2022, in less than one year from the issuance of the bond.

The Dog Park should be completed in less time.

The Shelter should be completed in 4 months.

The anticipated cost of the improvements in 2022 are as follows:

Shelter: \$70,000

Dog Park: \$40,386

Total: \$110,386

Building permits may be issued when the plat records. The plat cannot record until the conditions of approval are met, which the City has determined includes installing these improvements. The shelter and dog park materials are not available for about six months due to delays related to COVID restrictions and material shortages. It is not possible to complete these improvements in the near term to meet conditions of approval to allow the plat to record in a timely fashion. It is therefore requested the City Administrator grant a written waiver and accept the filing of a performance guarantee for these improvements so the plat can be recorded and building permits can be released.

The guarantee which will be provided by the developer for these voluntary improvements is proposed to be 200% of the above total estimated costs in excess of the 120% required by this code section and therefore sufficient to ensure their installation, and the amount is equal to: \$220,772.

***B. As an additional and separate part of the performance guarantee, the applicant shall agree to maintain the public facility or improvement for a period of one year following acceptance by the City Administrator, to include but not be limited to repair, replacement and all things necessary to ensure its operational integrity.***

Applicant's Response:

The Applicant understands this requirement to maintain these improvements.

***C. The security shall be forfeited to the City if the applicant does not fulfill the requirements stated in the performance guarantee and the City may use the security to complete the obligation or any part of it. Until the obligation is completed, the security shall remain in the custody of the City or shall be placed in an escrow account subject to City control.***

Applicant's Response:

The Applicant understands this obligation.

***D. Upon receipt of written notice to the City Administrator that the public facility or required improvement has been completed and is ready for final inspection and acceptance, the City Administrator shall, with ten calendar days, make such inspection. If the City Administrator finds the***

*work to be acceptable, there shall promptly be issued a final certificate stating the work has been completed and accepted.*

*E. If the City Administrator determines that an applicant has failed to fulfill the obligation to complete the public facility or required improvement, written notice shall be given detailing the failure and stating the City's intention to use the security given to complete the obligation. If the City completes the obligation and the required security is not sufficient to compensate the City for costs incurred, the excess amount due to the City, plus a ten percent administrative charge, shall constitute a lien in favor of the City upon the real property subject to the obligation.*

*F. The lien attaches upon entry in the City lien docket and the giving of notice of the claim for the amount due for the completion of the obligation. The notice shall demand the amount due, allege the insufficiency of the bond or other security to compensate the City fully for the cost of the fulfillment of the obligation, and allege the applicant's failure to complete the required obligation.*

*G. Once docketed, the lien may be foreclosed in the manner prescribed by ORS Chapter 223 for foreclosing liens on real property.*

Applicant's Response:

The Applicant understands these procedures.

**5.01.06 Partition and Subdivision Final Plat Approval**

**B. Criteria:**

**1. That all public facilities required by the preliminary approval are designed to City standards and either constructed and accepted by the City or covered by the performance guarantee (Section 4.02.08).**

**5.01.07 Planned Unit Development (PUD), Final Plan Approval**

**B. Procedure:**

**2. The Director shall determine that all public facilities are designed to City standards and either constructed and accepted by the City or covered by the performance guarantee (Section 4.02.08).**

WDO Section 5.01.06.B.1. and WDO Section 5.01.07.B.2 quoted above are not applicable to this request as they only require this for public facilities. None of the items addressed by this request are public.

Upon approval of this request and subsequent delivery of the performance guarantee, the applicant desires the City to approve the plat mylar upon meeting the other requirements of the final plan not covered by a performance guarantee.

**SUBDIVISION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Northwest, LLC, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, a corporation organized and existing under the laws of the State of Massachusetts 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 Street, Woodburn, OR 97071, as Obligee, in the sum of Two hundred twenty thousand seven hundred seventy two and 00/100 Dollars (\$220,772.00) 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 entered into an agreement) with the Obligee dated April 11, 2022, in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:

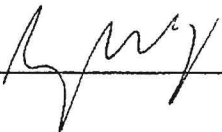
Smith Creek 4B – open space shelter and park amenities

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 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 8, 2022.

Lennar Northwest, LLC, a  
Delaware limited liability company  
Principal

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

Liberty Mutual Insurance Company  
Surety

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

RECEIVED

MAR 29 2022

COMMUNITY DEVELOPMENT  
DEPARTMENT

Bond Approval Letter  
Enclosure 2



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Ann Garcia

all of the city of Houston state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

RECEIVED

MAR 29 2022

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

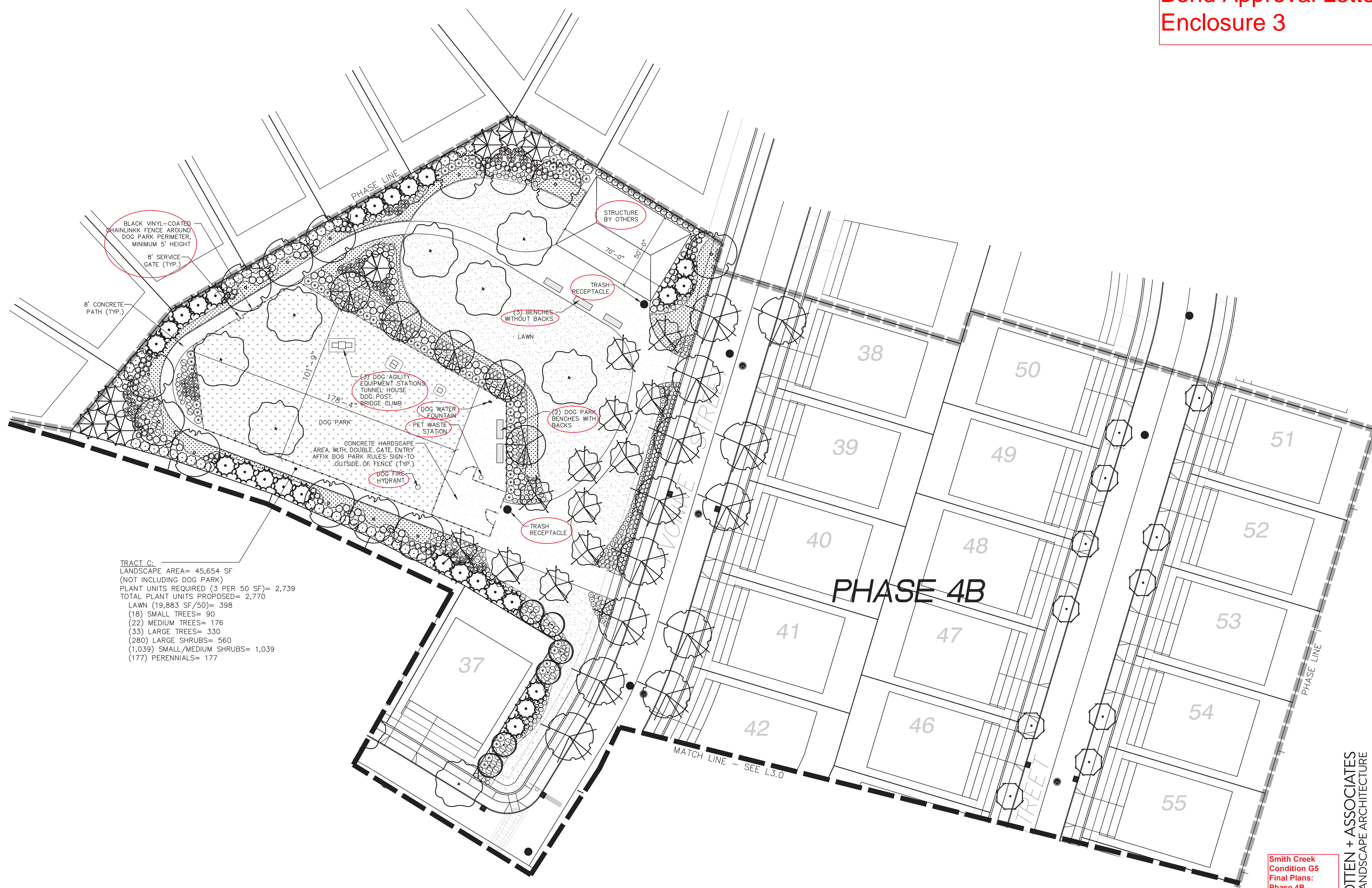


NO.	DATE	DESCRIPTION

**EMERIO**  
ENGINEERING • SURVEYING • DESIGN  
2877 WILLAMETTE ROAD, SUITE 1A  
EUGENE, OREGON 97401  
TEL: (503) 746-8812  
FAX: (503) 639-9592  
www.emeriodesign.com

REGISTERED  
L793  
ERIN HOLSOMBACK  
OREGON  
6/10/2013  
EXP. 5/31/22  
LANDSCAPE ARCHITECT

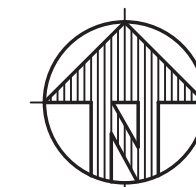
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**TRACT C:**  
LANDSCAPE AREA= 45,654 SF  
(NOT INCLUDING DOG PARK)  
PLANT UNITS REQUIRED (3 PER 50 SF)= 2,739  
TOTAL PLANT UNITS PROPOSED= 2,770  
LAWN (19,883 SF/50)= 398  
(18) SMALL TREES= 90  
(22) MEDIUM TREES= 176  
(33) LARGE TREES= 330  
(280) LARGE SHRUBS= 560  
(1,039) SMALL/MEDIUM SHRUBS= 1,039  
(177) PERENNIALS= 177

LANDSCAPE PLAN - PHASE 4B

SCALE 1" = 30'-0"



Smith Creek  
Condition G5  
Final Plans:  
Phase 4B  
Approved  
Nov. 15, 2021  
Sheet 4 of 7

O O OTTEN + ASSOCIATES  
LANDSCAPE ARCHITECTURE  
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Phone: (503) 972-0311 • www.ottenla.com