

I.C.W. GROUP

INSURANCE COMPANY OF THE WEST

EXPLORER INSURANCE COMPANY

INDEPENDENCE CASUALTY AND SURETY COMPANY

11455 El Camino Real, San Diego, CA 92130-2045

P.O. Box 85563, San Diego, CA 92186-5563 (858) 350-2400 FAX (858) 350-2707

MAINTENANCE BOND

Bond No.183 95 44

KNOW ALL MEN BY THESE PRESENTS:

That, D & D Properties, as Principal, and Insurance Company of the West, a corporation organized under the laws of the State of CA and authorized to do a surety business in the State of Oregon, as Surety, are held and firmly bound unto the City of Newberg in the sum of Sixteen thousand one hundred two dollars & 57/100 (\$16,102.57), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 20th day of February, 2001.

WHEREAS, under the terms of the specifications for said work, the said D & D Properties is required to give a bond for Sixteen thousand one hundred two dollars & 57/100 (\$16,102.57), to protect the City of Newberg against the result of faulty materials or workmanship for a period of one year from and after the date of the completion and acceptance of same, namely, until 02/20/2002.

NOW, THEREFORE, if the said D & D Properties shall for a period of one year from and after the date of the completion and acceptance of same by said City of Newberg replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

D & D Properties

BY: Richard K. J.

Insurance Company of the West

BY: Molly K. Mansfield
Molly K. Mansfield
ATTORNEY-IN-FACT



ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

GEORGE MANSFIELD AND MOLLY K. MANSFIELD

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

IN WITNESS WHEREOF, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

John H. Craig

John H. Craig, Assistant Secretary

John L. Hannum

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On January 16, 2001, before me, Norma Porter, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Norma Porter

Norma Porter, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

- "RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.
- RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 20th day of February, 2001.

John H. Craig

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-888-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached.

After Recording, release to:
Subdivider to return to
City of Newberg
Engineering Division
Mail: P.O. Box 970
Street: 414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



81.00

00840920200013190012

200013190

11:07:27 AM 09/13/2000

DMR AGRDMR 1
80.00 10.00 11.00

1 TONYA

SUBDIVISION COMPLIANCE AGREEMENT

Valley Meadows Subdivision

Tax Lot 3207 3300

Planning Division File #: S-20-00

THIS AGREEMENT made and entered into this 5 day of September, 2000, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **Ward-Nelson Contractors, Inc. dba Willamette Valley Homes** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Valley Meadows" located in the City of Newberg, Oregon.
2. The **CITY**'s subdivision ordinance and applicable ordinances and laws of the **CITY**, require that the **SUBDIVIDER** execute and file with the **CITY** an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the **CITY** may complete the same and recover the full cost and expenses thereof from the **SUBDIVIDER**.
3. The **CITY** is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the **SUBDIVIDER** with the provisions of the **CITY** subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

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Subdivision Agreement
Valley Meadows Subdivision
Page 2 of 5

1. The **SUBDIVIDER** agrees to install all of the required public improvements as provided in the **CITY** subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to **CITY** standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the **CITY** as shown on the subdivision plat.
2. The **SUBDIVIDER** agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the **SUBDIVIDER**, its agents, employees or contractors.
3. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the **CITY**'s requirements, the **SUBDIVIDER** shall serve written notification to the **CITY** of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the **CITY** have been met, the **SUBDIVIDER** will submit to the **CITY** a maintenance bond or other such security in a form approved by the **CITY** in the sum of 15% of the total public improvement costs as per the estimate dated March 6, 2000 to provide for the correction of any defective materials or workmanship for a period of one (1) year after final acceptance as defined by **CITY** ordinances. The amount of the bond is to be 15% of the \$343,884.40 total cost of public improvements which amounts to **\$51,582.66**. The street trees must be planted in front of any home prior to receiving final occupancy on that home. Funds for this work have been deposited into an interest bearing account with Chicago Title Insurance in the total amount of \$7,950.00 and instructions are attached as Exhibit A.
4. The **SUBDIVIDER** agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.
5. The conditions, covenants and restrictions, if any, shall be approved by the **CITY** and recorded prior to the sale of any lots.
6. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:
 - (a) That all required subdivision improvements have been constructed in accordance with applicable **CITY** standards;
 - (b) **SUBDIVIDER** has fulfilled the requirements of the **CITY**'s subdivision ordinance;
 - (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the **CITY**;
 - (d) **SUBDIVIDER** has provided a maintenance bond or other form of security as indicated in paragraph 3;

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Subdivision Agreement
Valley Meadows Subdivision
Page 3 of 5

- (e) The water and sewer development fees will be charged in accordance with the appropriate CITY ordinances and resolutions at the time that the building permits are issued for each additional lot;
- (f) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division;
- (g) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (h) **SUBDIVIDER** has paid an engineering inspection fee as of August 29, 2000 to the City of Newberg to cover final review and inspection requiring connection to the improvements. The amount of engineering fees is 5% of the total cost of all improvements per the engineer's estimated dated March 6, 2000, which said amount is **\$17,194.22**.
- (i) There are no additional public improvements required for this subdivision.

8. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

Wand-Nelson Contractors, Inc. dba
Willamette Valley Homes

Jerome Wand
Jerome Wand, President

State of Oregon)
County of Yamhill) :s.s.

This instrument was acknowledged before me this 5 day of September, 2000, by Jerome Wand, President of Willamette Valley Homes, by authority of its board of directors.

Michele C. McManus
Notary Public for Oregon
My Commission Expires: March 7, 2003



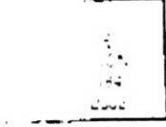
112

STATE OF OREGON)

County of Yamhill)

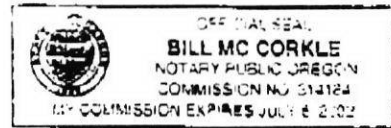
) ss.

This instrument was acknowledged before me on the 29th day of August, 2000, by Viola S. Pratt.



Bill Mc Corkle

Notary Public for Oregon
My Commission Expires: 7-6-2002



5/12

Loan #19752278

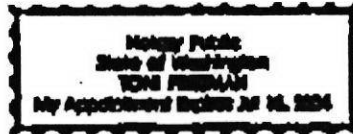
BENEFICIARY OF TRUST DEED

Washington Mutual Bank, Beneficiary of Trust Deed dated April 10, 2000, recorded April 21, 2000 acknowledges completion of the plat known as Valley Meadows Subdivision, Yamhill County, Oregon. Further Beneficiary acknowledges that the City pursuant to their agreement with Wand-Nelson contractors, Inc dba Willamette Valley Homes may enter upon the property known as Valley Meadows Subdivision in order to complete any terms and conditions of the Subdivision Agreement.

Nothing contained herein modifies and/or replaces any of the terms or conditions with beneficiary and Wand-Nelson, Inc.

WASHINGTON MUTUAL BANK

BY Tammy Willard 8/24/2000
Tammy Willard, Vice President



State of Washington
County of King

This instrument was acknowledged before me on this 30th day of August, 2000.

Toni Freeman
Notary Public for Washington
My Commission Expires 07/16/04

CITY OF NEWBERG

Duane R. Cole
Duane R. Cole
City Manager

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr
City Attorney

6/12

page 1 of 2

EXHIBIT A



LANDSCAPING • DESIGN • INSTALLATION & CARE
 GROWING • QUALITY LANDSCAPE PLANTS

PHONE: 503-366-3577 • FAX: 503-366-3578 • 10700 SOUTH LONE ELDER ROAD • CANBY, OR 97001



LCB7142

To: Willamette Valley Business
 P.O. 760
 Wilsonville, OR 97070

8-22-00

ATTN: Jerry Wand

The cost for planting 12' calceolifera shade street trees at Valley Meadows in Clackamas is approximately \$150 per tree, planted & staked. Total eight trees will be planted at a 40 foot spacing, more or less, for a total cost of \$1,200.

Sincerely,

Steve M. Stash
 owner

7/12

page 240

EXHIBIT A

WAND - NELSON CONTRACTORS, INC. dba WILLAMETTE VALLEY HOMES P.O. BOX 780 WILSONVILLE, OREGON 97070 PHONE (503) 678-3208	<i>Walter MacLean</i> <i>SALE TAX COLLECTOR</i>	2833
	UNITED STATES NATIONAL BANK OF OREGON WILSONVILLE BRANCH WILSONVILLE, OR 97070	
PAY <i>Three thousand and no/100</i> DOLLARS		
TO THE ORDER OF <i>Chicago Title Ins. Co.</i>	<i>8-21-00</i>	2833 300000
_____ _____ _____		<i>James [Signature]</i> AUTHORIZED SIGNATURE
⑈002833⑈ ⑈123000220⑈ 538 055 ⑈ ⑈80⑈		

CHICAGO TITLE INSURANCE CO.
 895 S.E. First
 Canby, OR 97013

ESCROW TRUST
 RECEIPT NO: 09469

RECEIVED BY <i>[Signature]</i>	FOR THE ACCOUNT OF	ESCROW NO <i>7110-1089-112</i>	DATE <i>8/21/00</i>
TO BE USED IN ACCORDANCE WITH TERMS OF		DATED	
<i>Submittal [Signature]</i>		DOLLARS <i>3000.00</i>	
AMT.	CASH	CASHIER'S CHECK	CHECKS
			<i>3000.00</i>
DATE			<i>8/21/00</i>
CHECKING ACCOUNT NO <i>[Signature]</i>			

RECEIVED AFTER HOURS OF
 FROM U-BAY OR
 C-SELLER

CUSTOMER COPY - WHITE RETENTION COPY - CANARY FILE COPY - PINK

8/12

page 3 of 6

4100-11089M317

WAND - NELSON CONTRACTORS, INC.
 604 WILLAMETTE VALLEY HOMES
 P.O. BOX 780
 WILSONVILLE, OREGON 97070
 PHONE (503) 878-8208

*Additional check
 The same amount
 Building Valley Meadows*

2834

UNITED STATES NATIONAL BANK
 OF OREGON
 WILSONVILLE BRANCH
 WILSONVILLE, OR 97070

24-22/1230 155

PAY Forty-nine hundred fifty and 100/100 DOLLARS

TO THE ORDER OF Chicago Title

8-30-00 2834 4950 00

James B. Heath
 AUTHORIZED SIGNATURE

⑆002834⑆ ⑆123000220⑆ 536 0551 780⑆

CHICAGO TITLE INSURANCE CO.
 695 S.E. First
 Canby, OR 97013

ESCROW TRUST
 RECEIPT NO. **09520**

ESCROW NO. **4100-11089MJK** DATE **8/30/00**

RECEIVED OF JERRY WAND	FOR THE ACCOUNT OF
TO BE USED IN ACCORDANCE WITH TERMS OF	DATED
US BANK	DOLLARS 4950.00

AMT	CASH	CASHIER'S CHECK	CHECKS
			2834
			24-22
CHECKING ACCOUNT NO 1 536 0051 7801			

RECEIVED AFTER HOURS C
 FROM US BUYER
 C/BELLER

BY *J. J. Inada*

CUSTOMER COPY - WHITE KEY PUNCH COPY - SANARY FILE COPY - PINK

9/12

1 page 4 of 6
STREET TAX
ESCROW
INSTRUCTIONS

Chicago Title Insurance Co.
655 SE FIRST
CANBY OR 97001
973-7490
FAX No: 269-0000

August 18, 2000

Escrow No: 4100-11089-mjn

ESCROW INSTRUCTIONS

REGARDING INTEREST BEARING ACCOUNTS

SELLER: WAND-NELSON CONTRACTORS INC
BUYER: INTEREST BEARING ACCOUNT

The undersigned parties hereby instruct Chicago Title Insurance Co., as escrow agent, to deposit the initial sum of \$ 3000 (and any future sums which may be deposited by the same depositor as the initial depositor in connection with this escrow), representing FUNDS HELD FOR TREE IMPROVEMENT FOR SUBDIVISION, "VALLEY MEADOWS" into a INTEREST BEARING ACCOUNT

Any interest will accrue to the benefit of:
WAND-NELSON CONTRACTORS INC

The initial deposit plus accrued interest is to be disbursed upon close of escrow or upon additional written instructions executed by the undersigned. The undersigned further agree that any charges assessed by the above named savings institution for establishment and/or maintenance of said account shall be deducted from said funds prior to disbursement. These instructions are prepared pursuant to the requirements of OAR 696.560.

The undersigned hereby acknowledges the following:

1. The selection of the depository was made at the sole discretion of the undersigned.
2. It is understood that Chicago Title Insurance Co. is depositing the funds as an accommodation, without charge, and has no duty to invest the funds at the highest rate available.
3. The undersigned has made their independent inquiry of the depository, and Chicago Title Insurance Co. has no liability in the event of failure, insolvency or inability of the depository to pay said funds plus accrued interest upon demand for withdrawal.
4. The undersigned acknowledge their familiarity with limitations on payments made on accounts in excess of \$100,000.00 and the cumulative effect of other accounts held or owned by the undersigned in the above named depository.
5. The total responsibility of the escrow holder is to make the deposit as herein instructed.
6. The undersigned agree to this Chicago Title Insurance Co. harmless in the event of any loss which would arise as a result of investing these funds.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

NAME: WAND-NELSON CONTRACTORS INC
ADDRESS: PO BOX 760 WILSONVILLE OR 97150
PHONE: 503-269-0000
TAX I.D. OR SOCIAL SECURITY NUMBER: 93-6725389

The funds deposited herewith are not to be invested unless all parties to this escrow have agreed so this instruction in writing.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THE ESCROW. PLEASE READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

90/13

ESCROW NO: 4100-11089-MJR

DATE: August 30, 2000

page 5 of 6

SPECIAL INSTRUCTIONS - SUPPLEMENT TO
SELLER ESCROW AGREEMENT

This is part of the Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly supplemented, modified, changed or amended by this supplement, all terms and conditions of the Escrow Instructions, and any previous addenda thereto, shall remain in effect. The following special instructions are hereby read and approved:

FUNDS HELD IN THIS INTEREST-BEARING MONEY ESCROW ARE TO BE HELD FOR TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS"

FUNDS HAVE BEEN COLLECTED BY WAND-NELSON CONTRACTORS INC AND WILL BE HELD FOR 18 MONTHS.

FUNDS ARE TO BE RELEASED BY THE CITY OF MEMPHIS AND WAND-NELSON AND WILL BE PAID TO WAND-NELSON. AT THE TIME OF RELEASE AN ESCROW FEE OF \$150.00 WILL BE SUBTRACTED TO PAY CHICAGO TITLE FEES ALL OTHER MONIES WILL BE PAID TO WAND-NELSON CONTRACTORS INC.

CHICAGO TITLE HAS NO RESPONSIBILITY OR LIABILITY FOR PAYMENT OF TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS".

IF THE CITY OF MEMPHIS PUTS BONDS IN PLACE FOR THE TREE CONDITION, THEY GIVE PERMISSION TO CHICAGO TITLE TO RELEASE SAID FUNDS TO WAND-NELSON CONTRACTORS.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

signed this 30 day of August, 2000

WAND-NELSON CONTRACTORS INC

ROGER NELSON, SEC

James T Wand
JAMES T WAND, PRES

11/12

T

WHILE YOU WERE AWAY

FOR _____ DATE _____ TIME ~~9:14~~ ^{9:14} A.M. / P.M.

M Roger Nelson 9:20

OF _____

PHONE FAX MOBILE 678-5205

MESSAGE Hahn is Washington

Mutual OK

SIGNED _____

Valley mds

Roger Nelson
Demonstrance 13th
2000-13191
Sub agr 13th
2000-~~2000~~13196
have recorded agreements

10/24/00 - talked to records
consent affidavit
CCTR'S
+ plat -
but no compliance.
agreement or waiver
of rights to demonstrate
were recorded.
left msg for Roger to track
+ call me
10/24 1:00pm

After Recording, release to:
Subdivider to return to
City of Newberg
Engineering Division
Mail: P.O. Box 970
Street: 414 E. First Street
Newberg, Oregon 97132

SUBDIVISION COMPLIANCE AGREEMENT

Valley Meadows Subdivision

Tax Lot 3207 3300

Planning Division File #: S-20-00

THIS AGREEMENT made and entered into this __ day of _____, 20__, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **Wand-Nelson Contractors, Inc. dba Willamette Valley Homes** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Valley Meadows" located in the City of Newberg, Oregon.
2. The **CITY**'s subdivision ordinance and applicable ordinances and laws of the **CITY**, require that the **SUBDIVIDER** execute and file with the **CITY** an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the **CITY** may complete the same and recover the full cost and expenses thereof from the **SUBDIVIDER**.
3. The **CITY** is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the **SUBDIVIDER** with the provisions of the **CITY** subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

10/25/00
- yes recorded at county
- but no original was
sent to us - given to
dev?

1. The **SUBDIVIDER** agrees to install all of the required public improvements as provided in the **CITY** subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to **CITY** standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the **CITY** as shown on the subdivision plat.

2. The **SUBDIVIDER** agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the **SUBDIVIDER**, its agents, employees or contractors.

3. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the **CITY's** requirements, the **SUBDIVIDER** shall serve written notification to the **CITY** of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the **CITY** have been met, the **SUBDIVIDER** will submit to the **CITY** a maintenance bond or other such security in a form approved by the **CITY** in the sum of **15%** of the total public improvement costs as per the estimate dated March 6, 2000 to provide for the correction of any defective materials or workmanship for a period of one (1) year after final acceptance as defined by **CITY** ordinances. The amount of the bond is to be 15% of the \$343,884.40 total cost of public improvements which amounts to **\$51,582.66**. The street trees must be planted in front of any home prior to receiving final occupancy on that home. Funds for this work have been deposited into an interest bearing account with Chicago Title Insurance in the total amount of \$7,950.00 and instructions are attached as Exhibit A.

4. The **SUBDIVIDER** agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.

5. The conditions, covenants and restrictions, if any, shall be approved by the **CITY** and recorded prior to the sale of any lots.

6. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

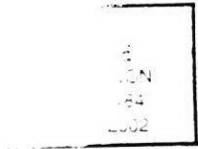
- (a) That all required subdivision improvements have been constructed in accordance with applicable **CITY** standards;
- (b) **SUBDIVIDER** has fulfilled the requirements of the **CITY's** subdivision ordinance;
- (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the **CITY**;
- (d) **SUBDIVIDER** has provided a maintenance bond or other form of security as indicated in paragraph 3;

STATE OF OREGON }

} ss.

County of Yamhill }

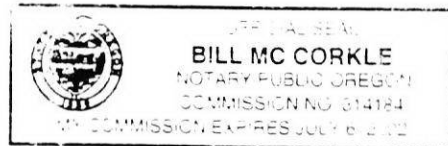
This instrument was acknowledged before me on the 29th day of August, 2000, by Viola S. Pratt.



Bill Mc Corkle

Notary Public for Oregon

My Commission Expires: 7-6-2002



Loan #19752278

BENEFICIARY OF TRUST DEED

Washington Mutual Bank, Beneficiary of Trust Deed dated April 10, 2000, recorded April 21, 2000 acknowledges completion of the plat known as Valley Meadows Subdivision, Yamhill County, Oregon.

Further Beneficiary acknowledges that the City pursuant to their agreement with Wand-Nelson contractors, Inc dba Willamette Valley Homes may enter upon the property known as Valley Meadows Subdivision in order to complete any terms and conditions of the Subdivision Agreement.

Nothing contained herein modifies and/or replaces any of the terms or conditions with beneficiary and Wand-Nelson, Inc.

WASHINGTON MUTUAL BANK

BY Tammy Willet 8/31/2000
Tammy Willet, Vice President



State of Washington
County of King

This instrument was acknowledged before me on this 30th day of August, 2000.

Toni Freeman
Notary Public for Washington
My Commission Expires 07/16/04

CITY OF NEWBERG

A handwritten signature in cursive script, appearing to read "Duane R. Cole".

Duane R. Cole
City Manager

APPROVED AS TO FORM

A handwritten signature in cursive script, appearing to read "Terrence D. Mahr".

Terrence D. Mahr
City Attorney

EXHIBIT A



LANDSCAPING • DESIGN • INSTALLATION & MAINTENANCE
GROWING • QUALITY LANDSCAPE PLANTS



PHONE: 503-266-3577 • FAX: 503-266-3578 • 2225 NORTH LONE ELDER ROAD • CANBY, OR 97013

LCB#7142

To: Willamette Valley Homes
P.O. 760
Wilsonville, OR 97070

8-22-00

Attn: Jerry Wand

The cost for planting 1/2" diameter shade street trees at Valley Meadows in Wilsonville, OR is approximately \$150 per tree, planted & staked. Forty eight trees will be planted at a 40 foot spacing, more or less, for a total cost of \$7200.

Sincerely,

Steve M. Stash
Owner

EXHIBIT A

WAND - NELSON CONTRACTORS, INC. d/b/a WILLAMETTE VALLEY HOMES P.O. BOX 780 WILSONVILLE, OREGON 97070 PHONE (503) 678-5205	CHECKS PAYMENT OF THE FOLLOWING: <i>Valley Home Co.</i> <i>Santitas</i>	2833
	UNITED STATES NATIONAL BANK OF OREGON WILSONVILLE BRANCH WILSONVILLE, OR 97070	24-22/1250 155
PAY <i>Three thousand and no/100</i>		DOLLARS
TO THE ORDER OF <i>Chicago Title Ins. Co</i>	DATE <i>8-21-00</i>	CHECK NO <i>2833</i>
		AMOUNT <i>3000.00</i>
AUTHORIZED SIGNATURE <i>James [Signature]</i>		
MICR LINE: ⑈002833⑈ ⑆23000220⑆ 536 055 180⑈		

CHICAGO TITLE INSURANCE CO.
 895 S.E. First
 Canby, OR 97013

ESCROW TRUST
 RECEIPT NO: **09469**

RECEIVED OF <i>Wand Nelson</i>	FOR THE ACCOUNT OF	ESCROW NO <i>4100-1089-11</i>	DATE <i>8-21-00</i>
TO BE USED IN ACCORDANCE WITH TERMS OF <i>Subj. Escrow Agt.</i>		DATED	
		DOLLARS <i>3000.00</i>	

AMT.	CASH	CASHIER'S CHECK	CHECKS <i>3000.00</i>
ABAT			<i>2422</i>
CHECKING ACCOUNT NO <i>[Signature]</i>			

RECEIVED AFTER HOURS
 FROM BUYER SELLER

BY *[Signature]*

CUSTOMER COPY - WHITE KEYPUNCH COPY - CANARY FILE COPY - PINK

page 3 of 6

4100-11089MJM

WAND - NELSON CONTRACTORS, INC.
d/b/a WILLAMETTE VALLEY HOMES
P.O. BOX 760
WILSONVILLE, OREGON 97070
PHONE (503) 678-9205

Additional Street
The escrow account
Numbers - Valley Meadows

2834

24-22/1230 155

UNITED STATES NATIONAL BANK
OF OREGON
WILSONVILLE BRANCH
WILSONVILLE, OR 97070

PAY Forty-nine hundred fifty and ^{no}/₁₀₀ DOLLARS

TO THE ORDER OF Chicago Title

8-30-00 2834 4950 00

James B. Hunt
AUTHORIZED SIGNATURE

⑈002834⑈ ⑆123000220⑆ 536 0551 780⑈

CHICAGO TITLE INSURANCE CO.
695 S.E. First
Canby, OR 97013

ESCROW TRUST
RECEIPT NO. 09520

ESCROW NO. 4100-11089MJM DATE 8/30/00

RECEIVED OF JERRY WAND FOR THE ACCOUNT OF _____

TO BE USED IN ACCORDANCE WITH TERMS OF _____ DATED _____

US BANK DOLLARS 4950.00

	CASH	CASHIER'S CHECK	CHECKS
AMT			2834
ABAM			14-22
CHECKING ACCOUNT NO. 1 536 0051 7801			

RECEIVED AFTER HOURS
FROM: BUYER
 SELLER

BY J. W. Wand

CUSTOMER COPY - WHITE KEYPUNCH COPY - CANARY FILE COPY - PINK

Page 4 of 6
STREET TREE
ESCROW
INSTRUCTIONS

Chicago Title Insurance Co.
695 SE FIRST
CANBY OR 97013
973-7490
FAX NO: 266-3241

August 18, 2000

Escrow No: 4100-11089-mjm

ESCROW INSTRUCTIONS

REGARDING INTEREST BEARING ACCOUNTS

SELLER: WAND-NELSON CONTRACTORS INC
BUYER: INTEREST BEARING ACCOUNT

The undersigned parties hereby instruct Chicago Title Insurance Co. , as escrow agent, to deposit the initial sum of \$ 3000 (and any future sums which may be deposited by the same depositor as the initial depositor in connection with this escrow), representing FUNDS HELD FOR TREE IMPROVEMENT FOR SUBDIVISION, "VALLEY MEADOWS" into a INTEREST BEARING ACCOUNT

Any interest will accrue to the benefit of
WAND-NELSON CONTRACTORS INC

The initial deposit plus accrued interest is to be disbursed upon close of escrow or upon additional written instructions executed by the undersigned. The undersigned further agree that any charges assessed by the above named savings institution for establishment and/or maintenance of said account shall be deducted from said funds prior to disbursement. These instructions are prepared pursuant to the requirements of OAR 696.560.

The undersigned hereby acknowledges the following:

1. The selection of the depository was made at the sole discretion of the undersigned.
2. It is understood that Chicago Title Insurance Co. is depositing the funds as an accommodation, without charge, and has no duty to invest the funds at the highest rate available.
3. The undersigned has made their independent inquiry of the depository, and Chicago Title Insurance Co. has no liability in the event of failure, insolvency or inability of the depository to pay said funds plus accrued interest upon demand for withdrawal.
4. The undersigned acknowledge their familiarity with limitations on payments made on accounts in excess of \$100,000.00 and the cumulative effect of other accounts held or owned by the undersigned in the above named depository.
5. The total responsibility of the escrow holder is to make the deposit as above instructed.
6. The undersigned agrees to hold Chicago Title Insurance Co. harmless in the event of any loss which would arise as a result of investing these funds.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

NAME: WAND-NELSON CONTRACTORS INC
ADDRESS: PO BOX 760 WILSONVILLE OR 97070
PHONE: 678-2505
TAX I.D. OR SOCIAL SECURITY NUMBER:

93-6725389

The funds deposited herewith are not to be invested unless all parties to this escrow have agreed to this instruction in writing.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THE ESCROW. PLEASE READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

ESCROW NO: 4100-11089-

DATE August 30, 2000

SPECIAL INSTRUCTIONS - SUPPLEMENT TO
SELLER ESCROW AGREEMENT

This is part of the Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly supplemented, modified, changed or amended by this supplement, all terms and conditions of the Escrow Instructions, and any previous addenda thereto, shall remain in effect. The following special instructions are hereby read and approved:

FUNDS HELD IN THIS INTEREST BEARING MONEY ESCROW ARE TO BE HELD FOR TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS"

FUNDS HAVE BEEN COLLECTED BY WAND-NELSON CONTRACTORS INC AND WILL BE HELD FOR 18 MONTHS.

FUNDS ARE TO BE RELEASED BY THE CITY OF NEWBERG AND WAND-NELSON AND WILL BE PAID TO WAND-NELSON. AT THE TIME OF RELEASE AN ESCROW FEE OF \$150.00 WILL BE SUBTRACTED TO PAY CHICAGO TITLE FEES ALL OTHER MONIES WILL BE PAID TO WAND-NELSON CONTRACTORS INC.

CHICAGO TITLE HAS NO RESPONSIBILITY OR LIABILITY FOR PAYMENT OF TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS".


IF THE CITY OF NEWBERG PUTS BONDS IN PLACE FOR THE TREE CONDITION, THEY GIVE PERMISSION TO CHICAGO TITLE TO RELEASE SAID FUNDS TO WAND-NELSON CONTRACTORS.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Signed this 30 day of August, 2000

WAND-NELSON CONTRACTORS INC

ROGER NELSON, SEC


JEROME E. WAND, PRES

page 6 of 6

4100-11085-0000

Page 2 of 2 Interest Bearing Account Instructions

ROGER NELSON CONTRACTORS INC	Tax ID No. _____	Date: _____
ROGER NELSON PRES	Tax ID No. <u>542 62 3450</u>	Date: <u>3-13-00</u>
JEROME E WAND PRES	Tax ID No. <u>542 42 8097</u>	Date: <u>2-18-00</u>
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
INTEREST BEARING ACCOUNT	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____

Received this date: _____

Chicago Title Insurance Co.

By: _____
Mary Jo McGeever
Escrow Officer

- INSURANCE COMPANY OF THE WEST
- EXPLORER INSURANCE COMPANY
- INDEPENDENCE CASUALTY AND SURETY COMPANY

11455 El Camino Real, San Diego, CA 92130-2045
 P.O. Box 85563, San Diego, CA 92186-5563 (619) 350-2400 - FAX (619) 350-2707

MAINTENANCE BOND

Bond No. 1836775

KNOW ALL MEN BY THESE PRESENTS:

That, The Saunders Company, as Principal, and Insurance Company of the West, a corporation organized under the laws of the State of California and authorized to do a surety business in the State of Oregon as Surety, are held and firmly bound unto the The City of Newberg and Willamette Valley Homes as Dual Obligees in the sum of Two Hundred Sixty-Five Dollars and 50/100 (\$ 265.50), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 29th day of August, 2000

WHEREAS, on the 5th of April 2000, the said The Saunders Company as contractor, entered into a contract for Valley Meadows Subdivision for the sum of Three Hundred Six Thousand One Hundred Twenty-Five and 26/100 (\$ 306,125.26); and,

WHEREAS, under the terms of the specifications for said work, the said The Saunders Company is required to give a bond for Valley Meadows Subdivision in the amount of Two Hundred Sixty-Five Dollars and 50/100 (\$ 265.50), to protect the City of Newberg and Willamette Valley Homes against the result of faulty materials or workmanship for a period of 2 year from and after the date of the completion and acceptance of same, namely, until August 21, 2002.

NOW, THEREFORE, if the said The Saunders Company shall for a period of 2 year from and after the date of the completion and acceptance of same by said City of Newberg and Willamette Valley Homes replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

The Saunders Company
 BY: [Signature]

Insurance Company of the West
 BY: [Signature]
 John A. Martin ATTORNEY-IN-FACT

Insurance Company of the West

HOME OFFICE: SAN DIEGO, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That INSURANCE COMPANY OF THE WEST, a California Corporation, does hereby appoint:

JOHN A. MARTIN

its true and lawful Attorney(s)-in-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 23rd day of February, 1998, which said Resolution has not been amended or rescinded and of which the following is a true copy:

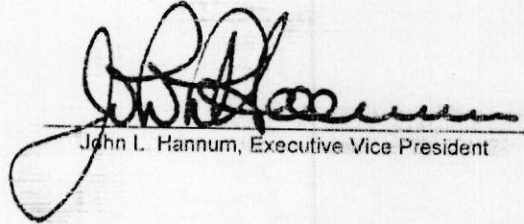
"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this 7TH day of DECEMBER 1999.

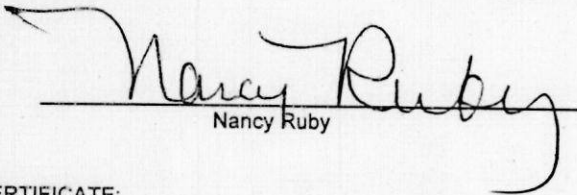


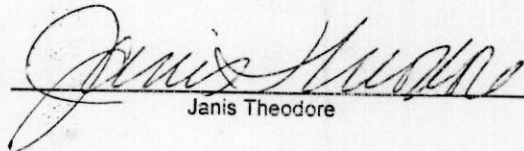
INSURANCE COMPANY OF THE WEST


John L. Hannum, Executive Vice President

STATE OF CALIFORNIA
SS.
COUNTY OF SAN DIEGO

IN WITNESS WHEREOF, the undersigned certify that they are adults, and have witnessed the signing of this instrument by the principal or have witnessed the principal's acknowledgment of the signature on the power of attorney, pursuant to California Probate Code §4121 and 4122.


Nancy Ruby


Janis Theodore

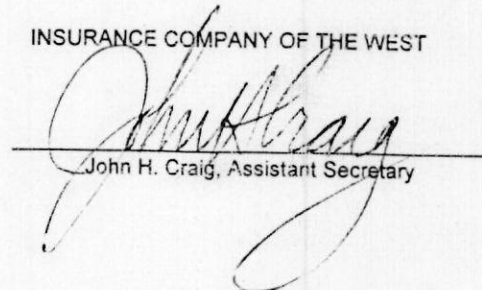
CERTIFICATE:

I, John H. Craig, Assistant Secretary of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary, on this 29th day of August 2000



INSURANCE COMPANY OF THE WEST


John H. Craig, Assistant Secretary

- INSURANCE COMPANY OF THE WEST
- EXPLORER INSURANCE COMPANY
- INDEPENDENCE CASUALTY AND SURETY COMPANY

11455 El Camino Real, San Diego, CA 92130-2045
 P.O. Box 85563, San Diego, CA 92186-5563 (619) 350-2400 - FAX (619) 350-2707

MAINTENANCE BOND

Bond No. 1836774

KNOW ALL MEN BY THESE PRESENTS:

That, The Saunders Company, as Principal, and Insurance Company of the West, a corporation organized under the laws of the State of California and authorized to do a surety business in the State of Oregon as Surety, are held and firmly bound unto the The City of Newberg and Willamette Valley Homes as Dual Obligees in the sum of Fifty-One Thousand Two Hundred Eighty-Two Dollars and 66/100 (\$51,282.66), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 29th day of August, 2000.

WHEREAS, on the 5th of April 2000, the said The Saunders Company as contractor, entered into a contract for Valley Meadows Subdivision for the sum of Three Hundred Six Thousand One Hundred Twenty-Five and 26/100 (\$306,125.26); and,

WHEREAS, under the terms of the specifications for said work, the said The Saunders Company is required to give a bond for Valley Meadows Subdivision in the amount of Fifty-One Thousand Two Hundred Eighty-Two and 66/100 (\$ 51,282.66), to protect the City of Newberg and Willamette Valley Homes against the result of faulty materials or workmanship for a period of 1 year from and after the date of the completion and acceptance of same, namely, until August 21, 2001.

NOW, THEREFORE, if the said The Saunders Company shall for a period of 1 year from and after the date of the completion and acceptance of same by said City of Newberg and Willamette Valley Homes replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

The Saunders Company
 BY: [Signature]
 Insurance Company of the West

BY: [Signature]
John A. Martin ATTORNEY-IN-FACT

Insurance Company of the West
HOME OFFICE: SAN DIEGO, CALIFORNIA

POWER OF ATTORNEY

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JOHN A. MARTIN

its true and lawful Attorney(s)-in-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 23rd day of February, 1998, which said Resolution has not been amended or rescinded and of which the following is a true copy:

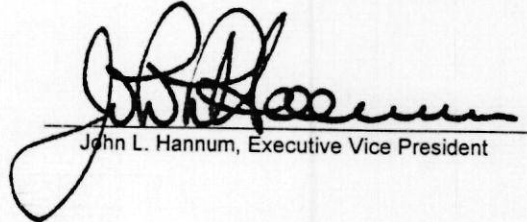
"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this 7TH day of DECEMBER 1999 .



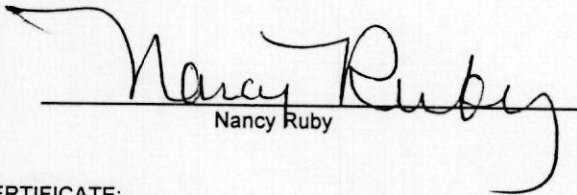
INSURANCE COMPANY OF THE WEST

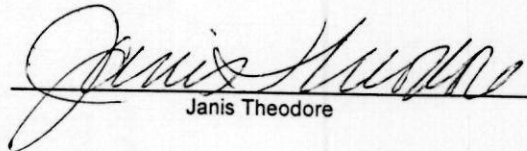

John L. Hannum, Executive Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SS.

IN WITNESS WHEREOF, the undersigned certify that they are adults, and have witnessed the signing of this instrument by the principal or have witnessed the principal's acknowledgment of the signature on the power of attorney, pursuant to California Probate Code §4121 and 4122.


Nancy Ruby


Janis Theodore

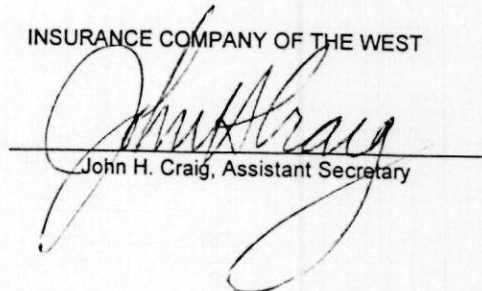
CERTIFICATE:

I, John H. Craig, Assistant Secretary of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary, on this 29th day of August 2000



INSURANCE COMPANY OF THE WEST


John H. Craig, Assistant Secretary

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

File No. S-20-00

**WAIVER OF RIGHTS TO REMONSTRANCE
FOR STREET OR MUNICIPAL UTILITY IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Willamette Valley Homes, Ovy D. Pratt, and Viola S. Pratt owner(s) of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

Tract A, Valley Meadows Subdivision

The City and Owners agree that the above-described real property is held and shall be transferred, sold, and conveyed upon the condition that in the event Crater Lane, or public utilities in Crater Lane, or any part thereof abutting the site, are constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility shall be made and such remonstrance is hereby waived

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have executed this document on this 30 day of August, 2000.

Ovy D. Pratt, Owner

Willamette Valley Homes

Ovy D. Pratt by Viola S. Pratt *James B. Hand Pres.*
By Viola S. Pratt, Attorney-in-fact for Ovy D. Pratt James B. Hand, President

Viola S. Pratt, Owner

Viola S. Pratt
Viola S. Pratt

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

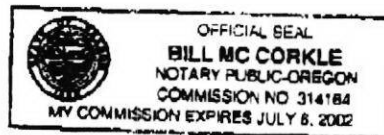
State of Oregon)
County of Yamhill) S.S.

31.00
00040821200013191002
200013191 11:08:24 AM 09/13/2000
DPR NRMEMR 1 - 1 TONYA
10.00 10.00 11.00

This instrument was acknowledged before me this 30 day of August, 2000, by ~~Jerome Wand~~ President of Willamette Valley Homes, by authority of its Board of Directors.

~~Jerome Wand~~

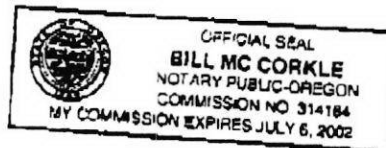
Bill Mc Corkle
Notary Public for Oregon
My Commission Expires: 7-6-2002



State of Oregon)
County of Yamhill) S.S.

This instrument was acknowledged before me this 30 day of August, 2000, by Ovy D. Pratt, by Viola S. Pratt Attorney-in-fact for Ovy S. Pratt.

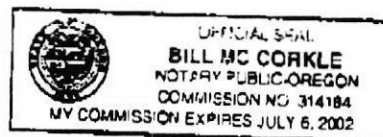
Bill Mc Corkle
Notary Public for Oregon
My Commission Expires: 7-6-2002



State of Oregon)
County of Yamhill) S.S.

This instrument was acknowledged before me this 30 day of August, 2000, by Viola S. Pratt.

Bill Mc Corkle
Notary Public for Oregon
My Commission Expires: 7-6-2002



CITY OF NEWBERG
Duane R. Cole
Duane R. Cole, City Recorder

ACCEPTED AS TO FORM
Terrence D. Mahr
Terrence D. Mahr, City Attorney

TICOR TITLE INSURANCE

829 N.E. HWY 99W
McMinnville, Oregon 97128
(503) 472-6101
Fax (503) 434-5311

STATUS OF RECORD TITLE
Order No. 82696

We have searched our Tract Indices as to the following described real property:

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF.

Dated as of July 12, 2000 at 8:00 a.m.

Vestee:

-----WAND-NELSON CONTRACTORS, INC., fee simple estate.-----

Said property is subject to the following on record matter:

INFORMATIONAL NOTE: As of June 6, 1997, Ticor Title Insurance Company is required to charge a \$25.00 government service fee in addition to all other charges connected with this file.

NOTE: 1999-2000 taxes, \$40.32; paid in full. Tax Lot No. R3207-03300; Account No. 23879, Tax Code No. 29.2.

1. 2000-2001 taxes a lien, but not yet determined or payable.
2. Rights of the public in streets, roads and highways.
3. Deed of Trust, including the terms and provisions thereof, executed by WAND-NELSON CONTRACTORS, INC. to TICOR TITLE INSURANCE COMPANY, Trustee(s) for the benefit of WASHINGTON MUTUAL BANK, dated APRIL 10, 2000, recorded APRIL 21, 2000, in Film Volume NA, Page NA and/or Instrument No. 200005439, Deed and Mortgage Records of YAMHILL, County, Oregon, given to secure the sum of \$499,000.00.
4. Mortgage, including the terms and provisions thereof, executed by WAND-NELSON

TICOR TITLE INSURANCE

CONTRACTORS, INC. to OVY PRATT AND VIOLA S. PRATT, dated APRIL 19, 2000, recorded APRIL 21, 2000, in Film Volume NA, Page NA and/or Instrument No. 200005440, Deed and Mortgage Records of Yamhill County, Oregon, given to secure the payment of a note for \$275,000.00.

This report is to be utilized for information only. Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability for TICOR TITLE INSURANCE COMPANY is limited to the addressee and shall not exceed the premium paid hereunder.

By: Deborah Clark
DEBORAH CLARK, OFFICE SERVICES

COORDINATOR
dlc

TICOR TITLE INSURANCE

LEGAL DESCRIPTION

-----Lots Numbered 15 and 16 of County Survey No. 147C, as recorded on Page 4 of Town Plats, Book No. 1, Records of Yamhill County, Oregon, being a part of the Southwest Quarter of the James Morris Donation Land Claim in Section 7, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM that portion described in Contract and sold to Donald E. Haugen and Marjorie M. Haugen, husband and wife, dated May 20, 1970, recorded May 25, 1970, Film Volume 79, Page 1347, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described parcel:

Being a part of Lot 16 of County Survey No. 147C, as recorded on Page 4 of Town Plats, Book No. 1, Records of Yamhill County, Oregon, being part of the Southwest Quarter of the James Morris Donation Land Claim in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 16; thence North 89°48 1/2' East 320 feet to a point on the North line of said Lot; thence South 272.25 feet; thence South 89°48 1/2' West 320 feet to a point on the West line of said Lot 16; thence North 272.25 feet to the point of beginning.-----

SUBMIT THIS APPLICATION ONLY
FEE: \$ 5.00
+ 2.00 per added county
TOTAL: _____

SECRETARY OF STATE
CORPORATION DIVISION
158 12th Street NE
Salem, OR 97310-0210

FOR OFFICE USE ONLY
FILED
IN THE OFFICE OF THE SECRETARY
OF STATE OF THE STATE OF OREGON
JUN 13 1990
CORPORATION DIVISION

Registry Number:

092416-88
(If known)

AMENDMENT TO THE ASSUMED BUSINESS NAME REGISTRATION
PLEASE COMPLETE ALL SECTIONS LEGIBLY IN BLACK INK

1. ASSUMED BUSINESS NAME: Willamette Valley Homes

2. Principal Place of Business: 8532 SW St. Helens Drive, Wilsonville, OR 97070
Street and Number City State Zip Code

3. Authorized Representative (ONE ONLY): Jerome B. Wand Continuing New
8532 SW St. Helens Drive, Wilsonville OR 97070
Street and Number or PO Box City State Zip Code

NOTE: A change in authorized representative requires the signatures of ALL registrants.

4. SIC Code: 1520

5. Names of withdrawing registrants (attach a separate sheet if necessary):
N/A

6. Names and street addresses of continuing and new registrants (attach a separate sheet if necessary):

Name: Wand-Nelson Contractors, Inc. ^{#133576-14}
Street: _____
Address: 8532 SW St. Helens Drive Address: _____
Wilsonville, OR 97070

7. Counties (check ALL counties in which you wish to be registered): ALL COUNTIES

- | | | | |
|---|-------------------------------------|---|--|
| <input type="checkbox"/> Baker | <input type="checkbox"/> Douglas | <input type="checkbox"/> Lake | <input type="checkbox"/> Sherman |
| <input type="checkbox"/> Benton | <input type="checkbox"/> Gilliam | <input type="checkbox"/> Lane | <input type="checkbox"/> Tillamook |
| <input checked="" type="checkbox"/> Clackamas | <input type="checkbox"/> Grant | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Umatilla |
| <input type="checkbox"/> Clatsop | <input type="checkbox"/> Harney | <input type="checkbox"/> Linn | <input type="checkbox"/> Union |
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Hood River | <input type="checkbox"/> Malheur | <input type="checkbox"/> Wallowa |
| <input type="checkbox"/> Coos | <input type="checkbox"/> Jackson | <input type="checkbox"/> Marion | <input type="checkbox"/> Wasco |
| <input type="checkbox"/> Crook | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Morrow | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> Curry | <input type="checkbox"/> Josephine | <input checked="" type="checkbox"/> Multnomah | <input type="checkbox"/> Wheeler |
| <input type="checkbox"/> Deschutes | <input type="checkbox"/> Klamath | <input type="checkbox"/> Polk | <input type="checkbox"/> Yamhill |

8. Signature(s) of withdrawing registrants or authorized representative:

Donald P. Richard

9. Signature(s) of continuing and new registrants (attach a separate sheet if necessary):
Wand-Nelson Contractors, Inc.
Jerome B. Wand President

10. Person to contact: Jerome B. Wand Daytime phone number: 682-0377

The amended registration of an assumed business name supersedes the original registration of the assumed business name, therefore all sections must be completed. This is not a renewal of the registration.

Handwritten initials

COPY

AFTER RECORDING, RETURN TO:

MUIR & TROUTMAN
PO BOX 25403
PORTLAND, OR 97298-0403

GENERAL POWER OF ATTORNEY
(Durable)

I, OVY PRATT, a resident of the State of Oregon, do make, constitute and appoint my wife, VIOLA PRATT, as my true and lawful attorney, for me and in my name and stead, and for my use and benefit, to demand, sue for, recover, collect and receive all such sums of money, debts, rents, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as now or shall hereafter become due, owing, payable or belonging to me, to have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise, settle, adjust, and execute and deliver acquittances or other sufficient discharges for any of the same; to bargain, contract for, purchase, receive and take lands, tenements, and hereditaments, and accept the seizin and possession thereof, and all deeds and other assurances in the law therefor; to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, including my right of homestead in any of the same, for such price, upon such terms and conditions, and with such covenants as my said attorney shall deem fit; to sell, transfer and deliver all or any shares of stock owned by me in any corporation for any price, and receive payment therefor, and to vote any such stock as my proxy;

Also, to bargain for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatsoever nature or kind; for me, and in my name and as my act and deed, to sign, seal, execute, acknowledge and deliver all deeds, covenants, indentures, agreements, trust agreements, mortgages, pledges, hypothecations, bills of lading, bills, bonds, notes, evidences of debt, receipts, releases and satisfactions of mortgages, judgments and other debts payable to me, and other instruments in writing, of whatever kind and nature, which my said attorney in his/her absolute discretion shall deem

to be for my best interests; to have access to any safety deposit box which has been rented in my name, or in the name of myself and any other person or persons; to sell, discount, endorse, deliver and/or deposit all checks, drafts, notes and negotiable instruments payable to my order; to withdraw any moneys deposited in my name with any bank, by check or otherwise, and generally do any business with any bank or banker on my behalf; to complete, sign and deliver any tax return or form and pay taxes thereon or collect refunds therefrom;

GIVING AND GRANTING to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or my said attorney's substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

I specifically grant to my wife, VIOLA PRATT, the power to sell any and all of my real property located in the State of Oregon and more specifically my one-half interest in the property located in Yamhill County, Oregon, described as follows:

Lots Numbered 15 and 16 of County Survey No. 147C, as recorded on Page 4 of Town Plats, Book No. 1, Records of Yamhill County, Oregon, being a part of the Southwest Quarter of the James Morris Donation Land Claim in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Donald E. Haugen and Marjorie M. Haugen, husband and wife, dated May 20, 1970 in Film Volume 79, Page 1347, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM the following described parcel:

Being a part of Lot 16 of County Survey No. 147C, as recorded on Page 4 of Town Plats, Book No. 1, Records of Yamhill County, Oregon, being part of the Southwest One-quarter of the James Morris Donation Land Claim in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, and further described as follows:

Beginning at the Northwest corner of said Lot 16; thence North 89°48 1/2' East 320 feet to a point on the North line of said Lot; thence South 272.25 feet;

thence South 89°48 1/2' West 320 feet to a point on the West line of said Lot 16; thence North 272.25 feet to the point of beginning.

This power shall take effect immediately.

My said attorney and all persons unto whom these presents shall come may assume that this power of attorney has not been revoked until given actual notice either of such revocation or of my death.

In construing this instrument and where the context so requires, the singular includes the plural.

DATED THIS 22 day of April, 1999.

OVY PRATT

OVY PRATT

STATE OF OREGON)
) ss.
County of Yamhill)

This instrument was acknowledged before me on this 22 day of April, 1999, by OUY PRATT, as his voluntary act and deed.

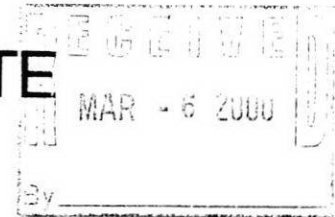
Ted A. Troutman

Notary Public for Oregon
My commission expires: 1/04/2000



ENGINEER'S ESTIMATE

VALLEY MEADOWS - NEWBERG



The unit prices hereinafter written are submitted with the clear understanding that the actual measured quantities may vary somewhat from from the estimate and that payment will be based on the unit price of each item.

No.	Item	Quantity	Unit Price	Total
WATER SYSTEM IMPROVEMENTS				
1.	8-Inch Ductile Iron w/Backfill	1,164 feet	\$ 29.00	\$ 33,756.00
2.	10" by 8" Wet Tap w/8" G.V.	1 each	\$ 1350.00	\$ 1,350.00
3.	Foothills Cut/Patch	1 each	\$ 800.00	\$ 800.00
4.	8" by 8" Tee w/8" Gate Valve	2 each	\$ 1200.00	\$ 2,400.00
5.	8" Gate Valve	2 each	\$ 350.00	\$ 700.00
6.	Hydrant Assembly	3 each	\$ 1950.00	\$ 5,850.00
7.	Blow-off Assembly	1 each	\$ 450.00	\$ 450.00
8.	Water Services	24 each	\$ 325.00	\$ 7,800.00
	Sub Total - Water System			\$ 53,106.00
SANITARY SEWER SYSTEM IMPROVEMENTS				
9.	8" PVC Sewer w/Rock Backfill	1,141 feet	\$ 32.00	\$ 36,512.00
10.	Main Street Cut/Patch	177 feet	\$ 10.00	\$ 1,770.00
11.	Main Street Overlay	690 sq.yd.	\$ 3.00	\$ 2,070.00
12.	4" Sewer Laterals w/Backfill	614 feet	\$ 32.00	\$ 19,648.00
13.	4" Sewer Laterals w/o Backfill	223 feet	\$ 28.00	\$ 6,244.00
14.	Sewer Manholes	3 each	\$ 1800.00	\$ 5,400.00
15.	8" Sewer Cleanout	3 each	\$ 350.00	\$ 1,050.00
	Sub Total - Sewer System			\$ 72,694.00

BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

STORM DRAINAGE IMPROVEMENTS

16.	30" C-76 Class IV Conc w/Rock	235 feet	\$	46.00	\$	10,810.00
17.	18" C-76-IV Storm Drain w/Rock	137 feet	\$	38.00	\$	5,206.00
18.	15" PVC Storm Drain w/o Rock	80 feet	\$	36.00	\$	2,880.00
19.	12" PVC Storm Drain w/Rock	75 feet	\$	34.00	\$	2,550.00
20.	12" PVC Storm Drain w/o Rock	211 feet	\$	30.00	\$	6,330.00
21.	10" PVC Storm Drain w/Rock	306 feet	\$	28.00	\$	8,568.00
22.	8" PVC Storm Drain w/o Rock	118 feet	\$	26.00	\$	3,068.00
23.	6" PVC Storm Drain w/o Rock	100 feet	\$	25.00	\$	2,500.00
24.	4" PVC Storm Laterals w/o Rock	98 feet	\$	25.00	\$	2,450.00
25.	4" PVC Storm Laterals w/Rock	64 feet	\$	27.00	\$	1,728.00
26.	60" Flow Control Manhole	1 each	\$	3600.00	\$	3,600.00
27.	60" Storm Manhole	1 each	\$	2800.00	\$	2,800.00
28.	48" Storm Manholes	2 each	\$	1800.00	\$	3,600.00
29.	8" Storm Cleanout	1 each	\$	350.00	\$	350.00
30.	6" Storm Cleanout	1 each	\$	350.00	\$	350.00
31.	Oversize Catch Basins	5 each	\$	1150.00	\$	5,750.00
32.	Ditch Improvements	718 feet	\$	4.00	\$	2,872.00
33.	Straw Ditch Protection	718 feet	\$	2.50	\$	1,795.00
34.	Rip Rap	10 cu.yd.	\$	50.00	\$	500.00
35.	Repave Driveways	46 sq.yd.	\$	8.00	\$	368.00
36.	Catch Basin/Ditch Protection	24 each	\$	10.00	\$	240.00
	Sub Total - Storm Drainage				\$	68,315.00

BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

STREET CONSTRUCTION

37.	Mobilization	1 each	\$ 6000.00	\$ 6,000.00
38.	Excavation and Grading	1 each	\$ 12000.00	\$ 12,000.00
39.	12" Base Rock	3376 sq.yd.	\$ 10.50	\$ 35,448.00
40.	4" Class C Asphalt	2989 sq.yd.	\$ 11.60	\$ 34,672.40
41.	9" Base Rock	1840 sq.yd.	\$ 8.00	\$ 14,720.00
42.	3" Class C Asphalt	1562 sq.yd.	\$ 8.75	\$ 13,667.50
43.	Curb and Gutter	2323 feet	\$ 8.50	\$ 19,745.50
44.	Valley Gutter	216 sq.ft.	\$ 5.00	\$ 1,080.00
45.	Pavement Striping	1 each	\$ 800.00	\$ 800.00
45.	6" Concrete Drive/Sidewalk	412 sq.ft.	\$ 5.00	\$ 2,060.00
45.	Street Lights	6 each	\$ 1100.00	\$ 6,600.00
46.	Street Barricade	1 each	\$ 500.00	\$ 500.00
47.	Relocate Street Barricade	1 each	\$ 250.00	\$ 250.00
48.	Street/Stop Signs	3 each	\$ 200.00	\$ 600.00
49.	Sediment Fence	1084 feet	\$ 1.50	\$ 1,626.00
	Sub Total - Street Construction			\$ 149,769.40

PROJECT TOTALS

Water System	\$ 53,106.00
Sewer System	\$ 72,694.00
Storm Drainage	\$ 68,315.00
Street Construction	\$ 149,769.40
Total Improvements	\$ 343,884.40



Oregon
John A. Kitzhaber, M.D., Governor

Eng-173-00
Department of Environmental Quality
Western Region - Salem Office
750 Front St. NE, Ste. 120
Salem, OR 97301-1039
(503) 378-8240
(503) 378-3684 TTY

March 31, 2000

Roger Nelson
Wand-Nelson Contractors, Inc.
PO Box 760
Wilsonville OR 97070

Re: NPDES General Storm Water Discharge Permit No. 1200-C
File Number: 110861
EPA Number: ORR10-3763
Site Location: Valley Meadows, North Main Street, Newberg
Yamhill County

Dear Mr. Nelson:

We have received your application for assignment to the National Pollutant Discharge Elimination System (NPDES) General Storm Water 1200-C Permit, the required application fees, and the Erosion Control Plan for your planned construction activities. We have completed our review of the application and your assignment to the enclosed permit is now effective.

The permit prohibits significant amounts of sediments from leaving the construction site (Schedule A, Number 9, Page 2), and requires that erosion control measures be inspected regularly by the permittee (Schedule B, Page 7). The Erosion Control Plan is in the process of being reviewed. You will receive an approval notification upon completion of the process. This permit does not authorize excavation or fill in state waterways, including wetlands, and does not replace the requirement for receiving authorization to do this type of work under Section 404 of the Clean Water Act.

When you have completed your construction project and wish the permit assignment to be cancelled, please send written notification to Dottie Reynolds, Department of Environmental Quality (DEQ), Western Region-Salem Office, 750 Front Street, Suite 120, Salem, OR 97301-1039. The Department considers the project to be completed when disturbed soils are established with vegetation, and the potential for erosion is minimized to the maximum extent practicable. You will be billed an annual compliance determination fee for each additional year this permit remains in effect.

Should you have any questions please contact Raghu Namburi in our Salem Office at 503-378-8240, extension 233.

Sincerely,

Gary Messer
Water Quality Manager
Western Region

GM:der
Enclosure

cc: Raghu Namburi, Western Region-Salem Office



GENERAL PERMIT
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORM WATER DISCHARGE PERMIT

Department of Environmental Quality
811 Southwest Sixth Avenue, Portland, OR
Telephone: (503) 229-5279

Issued pursuant to ORS 468B.050 and The Federal Clean Water Act

ASSIGNED TO:
File Number: 110861

Assigned 3-30-00
Yamhill County
ORR10-3763


Wand-Nelson Contractors, Inc.
PO Box 760
Wilsonville OR 97070

Hydro Code
22J-CHEH 1.5 J

Site Location: Valley Meadows, North Main Street, Newberg

SOURCES COVERED BY THIS PERMIT:

Construction activities including clearing, grading, excavation, and stockpiling activities that will result in the disturbance of five or more acres. Also included are activities that disturb a total of five or more acres as a phased project or as part of a common plan.



Michael Downs, Administrator
Water Quality Division

OCTOBER 23, 1996
Date

PERMITTED ACTIVITIES

Until this permit expires or is modified or revoked, the permittee is authorized to construct, install, modify, or operate erosion and sediment control measures, and storm water treatment and control facilities, and to discharge storm water to public waters in conformance with all the requirements, limitations, and conditions set forth in the attached schedules as follows:

	Page
Schedule A - Controls and Limitations for Storm Water Discharges	2
- Erosion and Sediment Control Plan Requirements	3
Schedule B - Inspection and Records Requirements	7
Schedule F - General Conditions	8-9

Unless authorized by another NPDES permit, all other direct and indirect discharges to public waters are prohibited.

SCHEDULE A

CONTROLS AND LIMITATIONS FOR STORM WATER DISCHARGES

1. Issuance of this permit does not relieve the permittee from all other permitting and licensing requirements. Prior to beginning construction activities, all other necessary approvals shall be obtained.
2. The permittee shall ensure that an adequate Erosion and Sediment Control Plan (ESCP) is prepared and implemented for the construction activity regulated by this permit.
3. For construction activities disturbing 20 or more acres, the ESCP shall be prepared and stamped by an Oregon Registered Professional Engineer, Oregon Registered Landscape Architect, or Certified Professional in Erosion and Sediment Control (Soil and Water Conservation Society).
4. If engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, the ESCP shall be prepared and stamped by an Oregon Registered Professional Engineer.
5. The ESCP shall be submitted to the Department of Environmental Quality (Department) or its authorized agent (Agent) for approval. An ESCP approved prior to September 30, 1996, is not required to be resubmitted to the Department or its Agent.
6. Prior to beginning clearing, grading, excavation, or construction, the ESCP shall be approved by the Department or its Agent. If the Department has not commented on the ESCP within 30 days of receipt, the ESCP shall be approved by default. If the ESCP is required to be submitted to the Department's Agent, the permittee shall follow the schedule set forth by the Agent. The Department's Agent is not required to provide the approval by default option.
7. The Department or its Agent's approval or approval by default of the ESCP does not constitute compliance with this permit. The permittee shall be responsible for complying with all permit conditions.
8. A copy of the ESCP shall be retained on-site and made available to the Department, its Agent, or the local municipality upon request. During inactive periods of greater than seven (7) consecutive calendar days, the ESCP shall be retained by the permittee.
9. The ESCP shall be developed and implemented to prevent the discharge of significant amounts of sediment to surface waters. The following observations are considered significant:
 - a) Earth slides or mud flows that leave the construction site and are likely to discharge to surface waters.

- b) Evidence of concentrated flows of water causing erosion when such flows are not filtered or settled to remove sediment prior to leaving the construction site and are likely to discharge to surface waters. Evidence includes the presence of rills, rivulets or channels. Flow to storm water inlets or catch basins located on the site will be considered "leaving the site" if there are no sediment control structures downstream of the inlets or catch basins that are under the permittee's control.
 - c) Turbid flows of water that are not filtered or settled to remove sediment prior to leaving the construction site and are likely to discharge to surface waters. Flow to storm water inlets or catch basins located on the site will be considered "leaving the site" if there are no sediment control structures downstream of the inlets or catch basins that are under the permittee's control.
 - d) Deposits of sediment at the construction site in areas that drain to unprotected storm water inlets or catch basins that discharge to surface waters. Inlets and catch basins with failing sediment controls due to lack of maintenance or inadequate design will be considered unprotected.
 - e) Deposits of sediment from the construction site on public or private streets outside of the permitted construction activity that are likely to discharge to surface waters.
 - f) Deposits of sediment from the construction site on any adjacent property outside of the permitted construction activity that are likely to discharge to surface waters.
10. The Department or its Agent may require modifications to the ESCP at any time if the ESCP is ineffective at preventing the discharge of significant amounts of sediment to surface waters.
11. Significant amounts of sediment that leave the site shall be cleaned up within 24 hours and placed back on the site or properly disposed. Any in-stream clean-up shall be coordinated with the Oregon Division of State Lands.
12. Under no conditions shall sediment from the construction site be washed into storm sewers or drainageways.

EROSION AND SEDIMENT CONTROL PLAN REQUIREMENTS

13. The ESCP shall include any procedures necessary to meet local erosion and sediment control requirements or storm water management requirements.
14. The ESCP shall also, at a minimum, include the following:
- a) SITE DESCRIPTION - A description of the following:
 - i) Nature of the construction activity, including a proposed timetable for major activities.

- ii) Estimates of the total area of the permitted site and the area of the site that is expected to undergo clearing, grading and/or excavation.
 - iii) Nature of the fill material to be used, the insitu soils, and the erosion potential of such soils.
 - iv) Names of the receiving water(s) for storm water runoff.
- b) SITE MAP - Indicating the following:
(Note: In order to provide all the required information, a general location map in addition to the site map may also be necessary.)
- i) Areas of total development.
 - ii) All areas of soil disturbance.
 - iii) Areas of cut and fill.
 - iv) Drainage patterns.
 - v) Approximate slopes anticipated after major grading activities.
 - vi) Areas used for the storage of soils or wastes.
 - vii) Areas where vegetative practices are to be implemented.
 - viii) Location of all erosion and sediment control measures or structures.
 - ix) Location of impervious structures after construction is completed (include buildings, roads, parking lots, outdoor storage areas, etc.).
 - x) Springs, wetlands and other surface waters located on-site.
 - xi) Boundaries of the 100-year flood plain if determined.
 - xii) Location of storm drainage outfalls to receiving water(s) if applicable.
 - xiii) Location of municipal separate storm sewer discharge(s) to receiving water(s) if applicable.
- c) REQUIRED CONTROLS AND PRACTICES - The following controls and practices are required:
- i) Each site shall have graveled, paved, or constructed entrances, exits and parking areas to reduce the tracking of sediment onto public or private roads.

- ii) All unpaved roads located on-site shall be graveled. Other effective erosion and sediment control measures either on the road or down gradient may be used in place of graveling.
- iii) When trucking saturated soils from the site, either water-tight trucks shall be used or loads shall be drained on-site until dripping has been reduced to minimize spillage on roads.
- iv) A description of procedures for correct installation or use of all erosion and sediment control measures.
- v) A description of procedures for prompt maintenance or repair of erosion and sediment control measures utilized on-site.

d) ADDITIONAL CONTROLS AND PRACTICES - Additional controls and practices shall be developed that are appropriate for the site. At a minimum the following shall be addressed:

- i) A description of clearing and grading practices, including a schedule of implementation, that will minimize the area of exposed soil throughout the life of the project. Whenever practicable, clearing and grading shall be done in a phased manner to prevent exposed inactive areas from becoming a source of erosion.
- ii) A description of vegetative erosion control practices, including a schedule of implementation, designed to preserve existing vegetation where practicable and re-vegetate open areas when practicable after grading or construction.

In developing vegetative erosion control practices, the following shall be considered: temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffer strips, and protection of trees with protective construction fences.

- iii) A description of additional erosion control practices, including a schedule of implementation, designed to protect exposed areas and prevent soil from being eroded by storm water.

In developing additional erosion control practices, the following shall be considered: mulching with straw or other vegetation, use of erosion control blankets, and application of soil tackifiers.

- iv) A description of sediment control practices, including a schedule of implementation, that will be used to divert flows from exposed soil, store flows to allow for sedimentation, filter flows, or otherwise reduce sediment laden runoff. All temporary sediment control practices shall not be removed until permanent vegetation or other cover of exposed areas is established.

In developing sediment control practices, the following shall be considered: use of straw bale dikes, silt fences, earth dikes, brush barriers, drainage swales, check dams, subsurface drains, pipe slope drains, rock outlet protection, sediment traps, and temporary or permanent sedimentation basins.

- v) A description of erosion and sediment control practices that will be used to prevent stockpiles from becoming a source of erosion. Stockpiles located away from the construction activity but still under the control of the permittee shall also be protected to prevent significant amounts of sediment from discharging to surface waters.

In developing these practices, the following shall be considered: diversion of uncontaminated flows around stockpiles, use of cover over stockpiles, and installation of silt fences around stockpiles.

- vi) A description of the best management practices that will be used to prevent or minimize storm water from being exposed to pollutants from spills, cleaning and maintenance activities, and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, leftover paints, solvents, and glues from construction operations.
- vii) In developing these practices, the following shall be considered: written spill prevention and response procedures; employee training on spill prevention and proper disposal procedures; regular maintenance schedule for vehicles and machinery; and covered storage areas for wastes and supplies.
- viii) The permittee shall manage abandoned hazardous wastes, used oils, contaminated soils or other toxic substances discovered during construction activities in a manner approved by the Department.

SCHEDULE B

INSPECTION REQUIREMENTS FOR ACTIVE SITES

1. All erosion and sediment control measures shall be inspected at least once every seven (7) calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.
2. All erosion and sediment control measures shall be inspected daily during periods when storm water runoff or snow-melt runoff occurs.
3. Storm water runoff discharges shall be visually monitored at the above frequency to evaluate the effectiveness of the erosion and sediment control measures. If significant amounts of sediment are leaving the property, corrective action shall be taken to reduce the discharge of sediments and the ESCP amended accordingly.

INSPECTION REQUIREMENTS FOR INACTIVE OR INACCESSIBLE SITES

4. During inactive periods of greater than seven (7) consecutive calendar days, inspections shall only be required once every two (2) weeks.
5. When a site is inaccessible due to adverse weather conditions, inspections shall not be required.
6. Prior to discontinuing activities at the site, any exposed area shall be stabilized to prevent erosion. Stabilization may occur by applying appropriate cover (mulch, erosion control blanket, soil tackifier, etc.) or establishing adequate vegetative cover.
7. Prior to leaving an inactive site or in anticipation of site inaccessibility, existing erosion and sediment control measures shall be inspected to ensure that they are in working order. Any necessary maintenance or repair shall be made prior to leaving the site.

WRITTEN RECORDS

8. A written record of inspections for an active site shall be kept on-site and made available to the Department, its Agent, or local municipality upon request.
9. A written record of inspections for an inactive site shall be maintained with the permittee and made available to the Department, its Agent, or local municipality upon request.
10. Significant amounts of sediment found off-site shall also be recorded with a brief explanation as to the measures taken to clean up the sediment and prevent future releases.

NPDES STORM WATER GENERAL CONDITIONS
(SCHEDULE F)

SECTION A. STANDARD CONDITIONS

1. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of Oregon Revised Statutes (ORS) 468B.025 and is grounds for enforcement action; for permit termination, suspension, or modification; or for denial of a permit renewal application.

2. Penalties for Water Pollution and Permit Condition Violations

Oregon Law (ORS 468.140) allows the Director to impose civil penalties up to \$10,000 per day for violation of a term, condition, or requirement of a permit.

Under ORS 468.943, unlawful water pollution, if committed by a person with criminal negligence, is punishable by a fine of up to \$25,000 or by imprisonment for not more than one year, or by both. Each day on which a violation occurs or continues is a separately punishable offense.

Under ORS 468.946, a person who knowingly discharges, places or causes to be placed any waste into the waters of the state or in a location where the waste is likely to escape into the waters of the state, is subject to a Class B felony punishable by a fine not to exceed \$200,000 and up to 10 years in prison.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. In addition, upon request of the Department, the permittee shall correct any adverse impact on the environment or human health resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4. Toxic Pollutants

The permittee shall comply with any applicable effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege.

SECTION B. OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

2. Duty to Halt or Reduce Activity

Upon reduction, loss, or failure of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control production or all discharges or both until the facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced or lost. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

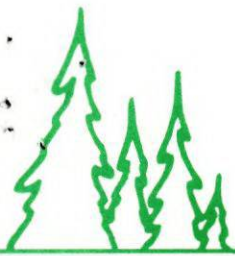
3. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in such a manner as to prevent any pollutant from such materials from entering public waters, causing nuisance conditions, or creating a public health hazard.

4. Inspection and Entry

The permittee shall allow the Director, or an authorized representative upon the presentation of credentials to:

- a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit, and
- d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by state law, any substances or parameters at any location.



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625

(503) 538-5700 FAX 538-9167

larydell@teleport.com

STORM WATER CALCULATIONS

VALLEY MEADOWS

A Proposed 22 Lot Single Family Subdivision Located Along
Main Street Extension in the City of Newberg
Yamhill County, Oregon

4 April 2000

PREPARED FOR:

Willamette Valley Homes
P. O. Box 760
Wilsonville, Oregon 97070

Phone: (503) 678-5205



Renewal 12/31/2000

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND STORM DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS

FILE NAME: 8625-TC.WQ1
 DATE: 24 FEBRUARY 2000

EXHIBIT NO. 1

TIME OF CONCENTRATION PER SCS

PRE-DEVELOP (2 YR)		BEG.	END	MANNINGS				RUN	TOTAL		
RUN	LENGTH	ELEV	ELEV.	SLOPE	METHOD	"K"	"N"	"I" or "D"	FT/SEC	TIME	TIME
RUN NO. 1	300	218.00	212.52	1.83%	Kin.Wave		0.06	2.50		13.3	13.3
RUN NO. 3	200	212.52	210.04	1.24%	Shallow	13	0.025		1.45	2.3	15.6
RUN NO. 3	274	210.04	205.60	1.55%	Shallow	11	0.03		1.37	3.3	18.9
TOTAL TIME TO OUTLET											16.9

PREDEVELOPMENT				CURVE		POST DEVELOPMENT				CURVE		IMPERVIOUS CALCS			
AREA TYPE	SQ.FT.	ACRES	NUMBER	"c"	c x A	AREA TYPE	SQ.FT.	ACRES	NUMBER	"c"	c x A	ITEM	AREA	QTY	
ORCHARD	249,595	5.7299	92	0.40	2.292	IMPERVIOUS	105,497	2.4219	98	0.90	2.180	CURE	2,073	2	
GRASS	11,181	0.2567	85	0.25	0.064	GRASS	155,279	3.5647	85	0.25	0.891	ASPHALT			
TOTAL	260,776	5.9866		0.39	2.356	TOTAL	260,776	5.9866		0.51	3.071	26 LOTS	2,460	26	

RUNOFF	Q	A	"c"	I
PRE-DEV	3.13	5.99	0.39	1.33

DESIGN STORM DISTRIBUTION CHART

Rainfall Depth, Inches

Hour	Percent Rainfall		Rainfall Depth, Inches					
	Incremental	Cumulative	2YR	5YR	10YR	25YR	50YR	100YR
			2.50	3.10	3.45	3.90	4.20	4.50
1	2.40	2.40	0.06	0.07	0.08	0.09	0.10	0.11
2	2.60	5.00	0.07	0.08	0.09	0.10	0.11	0.12
3	3.20	8.20	0.08	0.10	0.11	0.12	0.13	0.14
4	3.80	12.00	0.10	0.12	0.13	0.15	0.16	0.17
5	4.44	16.44	0.11	0.14	0.15	0.17	0.19	0.20
6	5.18	21.62	0.13	0.16	0.18	0.20	0.22	0.23
7	6.48	28.10	0.16	0.20	0.22	0.25	0.27	0.29
8	16.44	44.54	0.41	0.51	0.57	0.64	0.69	0.74
9	7.58	52.12	0.19	0.23	0.26	0.30	0.32	0.34
10	5.28	57.40	0.13	0.16	0.18	0.21	0.22	0.24
11	4.96	62.36	0.12	0.15	0.17	0.19	0.21	0.22
12	4.32	66.68	0.11	0.13	0.15	0.17	0.18	0.19
13	4.02	70.70	0.10	0.12	0.14	0.16	0.17	0.18
14	3.42	74.12	0.09	0.11	0.12	0.13	0.14	0.15
15	3.28	77.40	0.08	0.10	0.11	0.13	0.14	0.15
16	3.00	80.40	0.08	0.09	0.10	0.12	0.13	0.14
17	2.80	83.20	0.07	0.09	0.10	0.11	0.12	0.13
18	2.40	85.60	0.06	0.07	0.08	0.09	0.10	0.11
19	2.40	88.00	0.06	0.07	0.08	0.09	0.10	0.11
20	2.40	90.40	0.06	0.07	0.08	0.09	0.10	0.11
21	2.40	92.80	0.06	0.07	0.08	0.09	0.10	0.11
22	2.40	95.20	0.06	0.07	0.08	0.09	0.10	0.11
23	2.40	97.60	0.06	0.07	0.08	0.09	0.10	0.11
24	2.40	100.00	0.06	0.07	0.08	0.09	0.10	0.11

The above table is from the "Subbasin Hydrologic Modeling Criteria" by Kramer, Chin, & Mayo Inc., 1991.

3.02.4 Runoff Parameters

The physical drainage basin characteristics listed below shall be used to develop the runoff hydrograph.

KING COUNTY, WASHINGTON, SURFACE WATER DESIGN MANUAL

TABLE 3.5.2C "n" AND "k" VALUES USED IN TIME CALCULATIONS FOR HYDROGRAPHS

"n," Sheet Flow Equivalant Manning's Values (For the Initial 300 ft of travel)	n _s *
Smooth surfaces (concrete, asphalt, gravel, or bare hard packed soil)	0.011
Fallow fields or loose soil surface (no residue)	0.05
→ Cultivated soil with residue cover (a < 0.20 ft/ft)	0.06
Cultivated soil with residue cover (S > 0.20 ft/ft)	0.17
Short prairie grass and lawns	0.15
Dense grasses	0.24
Bermuda grass	0.41
Range (natural)	0.13
Woods or forest with light underbrush	0.40
Woods or forest with dense underbrush	0.80

*Manning values for sheet flow only, from Overton and Meadows 1976 (See TR-55, 1986)

"k" Values Used In Travel Time/Time of Concentration Calculations	k _s
Shallow Concentrated Flow (After the Initial 300 ft. of sheet flow, R = 0.1)	
1. Forest with heavy ground litter and meadows (n = 0.10)	3
2. Brushy ground with some trees (n = 0.060)	5
3. Fallow or minimum tillage cultivation (n = 0.040)	8
4. High grass (n = 0.035)	9
→ 5. Short grass, pasture and lawns (n = 0.030)	11
→ 6. Nearly bare ground (n = 0.025) ORCHARD	13
7. Paved and gravel areas (n = 0.012)	27

Channel Flow (Intermittent) (At the beginning of visible channels: R = 0.2)	k _s
1. Forested swale with heavy ground litter (n = 0.10)	5
2. Forested drainage course/travine with defined channel bed (n = 0.050)	10
3. Rock-lined waterway (n = 0.035)	15
4. Grassed waterway (n = 0.030)	17
5. Earth-lined waterway (n = 0.025)	20
6. CMP pipe (n = 0.024)	21
7. Concrete pipe (0.012)	42
8. Other waterways and pipes	0.508/n

Channel Flow (Continuous stream, R = 0.4)	k _s
9. Meandering stream with some pools (n = 0.040)	20
10. Rock-lined stream (n = 0.035)	23
11. Grass-lined stream (n = 0.030)	27
12. Other streams, man-made channels and pipe	0.807/n**

**See Chapter 5, Table 5.3.6C for additional Mannings "n" values for open channels

LAKE OSWEGO

RUNOFF COEFFICIENTS

TABLE 1

% IMPERVIOUS	SOIL** TYPE	DRAINAGE AREA SLOPE			TYPICAL LAND USE***
		Under 5%	5% to 10%	Over 10%	
0 to 10	A	0.19	0.24	0.29	Zones: OS, RF Other: Parks, Cemeteries & Playgrounds
	B	0.28	0.33	0.38	
	C	0.33	0.43	0.52	
10 to 20	A	0.26	0.31	0.38	Zones: R20
	B	0.35	0.40	0.45	
	C	0.39	0.48	0.57	
20 to 30	A	0.34	0.39	0.44	Zones: R10
	B	0.41	0.48	0.51	
	C	0.45	0.54	0.62	
30 to 40	A	0.41	0.46	0.51	Zones: R7, R5
	B	0.48	0.53	0.58	
	C	0.51	0.59	0.67	
40 to 50	A	0.49	0.54	0.59	Zones: R2.5, R3
	B	0.54	0.59	0.64	
	C	0.57	0.65	0.72	
50 to 60	A	0.56	0.61	0.66	Zones: R2, CO1 Streets: Neighborhood - 20' in 35' ROW Other: Schools
	B	0.61	0.66	0.71	
	C	0.63	0.70	0.77	
60 to 70	A	0.64	0.69	0.74	Zones: R1, CN2, CO2 Streets: Neighborhood - 24' to 28' in 40' ROW 32' to 35' in 50' ROW Neighborhood Collector
	B	0.67	0.72	0.77	
	C	0.69	0.76	0.82	
70 to 80	A	0.71	0.76	0.81	Streets: Neighborhood - 36' in 50' ROW 28' in 40' ROW Other: Hospitals
	B	0.74	0.79	0.84	
	C	0.75	0.81	0.87	
80 to 90	A	0.79	0.84	0.89	Zones: RH, CN1, CM, CS, CG, EG1, EG2, IG1, IG2
	B	0.80	0.85	0.90	
	C	0.81	0.87	0.92	
90 to 100	A	0.86	0.91	0.96	Zones: RX, CX, EX, IH Streets: Community Arterial Commercial Paved Portion Of Any Street
	B	0.87	0.92	0.97	
	C	0.87	0.92	0.97	

TABLE 2

SURFACE CHARACTERISTICS	DRAINAGE AREA SLOPE		
	Under 5%	5% to 10%	Over 10%
Woodlands			
Type A Soil	0.10	0.15	0.20
Type B Soil	0.20	0.25	0.30
Type C Soil	0.30	0.35	0.40
Lawns, Pasture And Meadows			
Type A Soil	0.15	0.20	0.25
Type B Soil	0.25	0.30	0.35
Type C Soil	0.30	0.40	0.50
Cultivated Land			
Type A Soil	0.25	0.35	0.50
Type B Soil	0.40	0.55	0.70
Type C Soil	0.50	0.65	0.80
Gravel Areas & Walks			
Loose	0.30	0.40	0.50
Packed	0.70	0.75	0.80
Pavements & Roofs	0.90	0.95	1.00

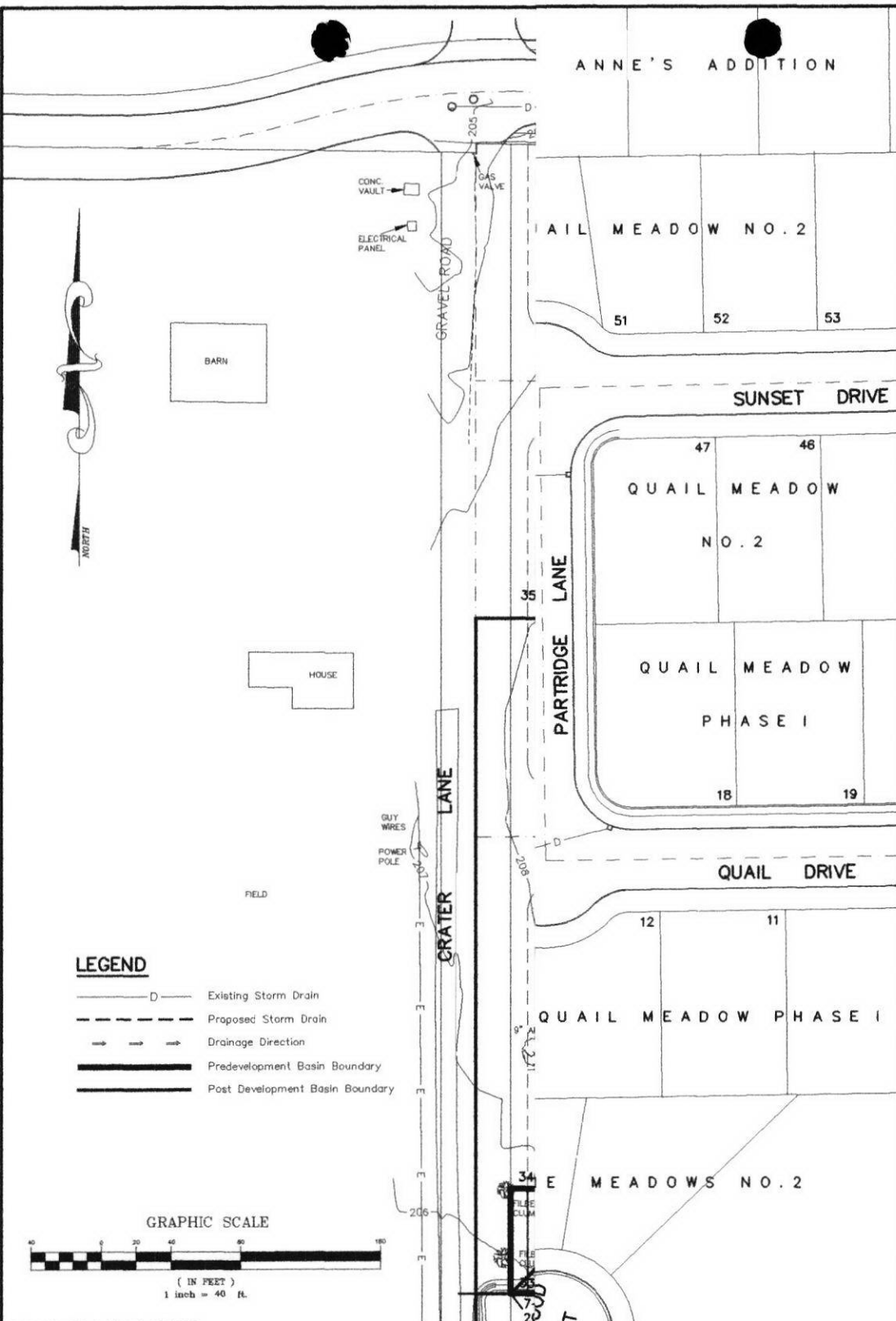
- Runoff coefficients may be adjusted to the nearest 0.05, if adjusted consistently throughout the project.
- ** Soil Types:
A = Gravel & sandy Loam
B = Light Clay & Silt Loam
C = Tight Clay
- *** The land uses are typical for a given percent of impervious surface. Where there is or will be any significant variation from typical conditions, another percentage range should be used.

FILE NAME: 9825-DTN.WQ1
 DATE: 24 FEBRUARY 2000

VALLEY MEADOWS

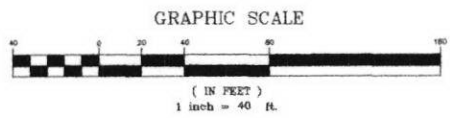
STORM DETENTION CALCULATIONS - ZONE 8 ODOT 10 YEAR STORM

TIME MIN.	CONTRIB. AREA ACRES	POST-DE RUNOFF COEF. "C"	10 YEAR RAINFALL INTENSITY IN/HR	INFLOW			OUTFLOW			REQUIRED STORAGE CU. FT.	PIPE DIA. INCHES	VOLUME PER FT. CU.FT.	PIPE LENGTH FEET	PIPE VOLUME CU.FT.
				RATE C.F.S	PERMITTED RATE C.F.S	DETENTION C.F.S	RATE C.F.S	PERMITTED RATE C.F.S	DETENTION C.F.S					
5	5.987	0.510	2.26	6.90	3.105	3.795	1,138	30	4.91	229.52	1,126.7			
6	5.987	0.510	2.12	6.47	3.105	3.367	1,212	60	19.64	2.95	57.9			
7	5.987	0.510	2.02	6.17	3.105	3.062	1,286	60	19.64	2.71	53.2			
8	5.987	0.510	1.92	5.86	3.105	2.757	1,323	8	0.35	115.87	40.4			
9	5.987	0.510	1.84	5.62	3.105	2.513	1,357	6	0.20	93.00	18.3			
10	5.987	0.510	1.78	5.43	3.105	2.329	1,398	12	0.79	5.94	4.7			
11	5.987	0.510	1.70	5.19	3.105	2.085	1,376	12	0.79	30.00	23.6			
12	5.987	0.510	1.64	5.01	3.105	1.902	1,369	10	0.55	44.25	24.1			
13	5.987	0.510	1.59	4.85	3.105	1.749	1,364	12	0.79	100.00	78.5			
14	5.987	0.510	1.54	4.70	3.105	1.597	1,341	0	0.00	0.00	0.0			
15	5.987	0.510	1.50	4.58	3.105	1.474	1,327	0	0.00	0.00	0.0			
16	5.987	0.510	1.44	4.40	3.105	1.291	1,240	0	0.00	0.00	0.0			
17	5.987	0.510	1.40	4.27	3.105	1.169	1,193	0	0.00	0.00	0.0			
18	5.987	0.510	1.37	4.18	3.105	1.078	1,164	0	0.00	0.00	0.0			
19	5.987	0.510	1.33	4.06	3.105	0.955	1,089	0	0.00	0.00	0.0			
20	5.987	0.510	1.29	3.94	3.105	0.833	1,000	AREA	SQ.FT.	DEPTH	VOLUME			
21	5.987	0.510	1.27	3.88	3.105	0.772	973	0	0	0	0.0			
22	5.987	0.510	1.23	3.76	3.105	0.650	858	0	0	1	0.0			
23	5.987	0.510	1.20	3.66	3.105	0.559	771	0	0	1	0.0			
24	5.987	0.510	1.17	3.57	3.105	0.467	672	0	0	0	0.0			
25	5.987	0.510	1.14	3.48	3.105	0.375	563	TOTAL POND			0.0			
26	5.987	0.510	1.12	3.42	3.105	0.314	490	REQUIRED STORAGE			1,398.0			
27	5.987	0.510	1.09	3.33	3.105	0.223	361	ACTUAL STORAGE			1,427.4			
28	5.987	0.510	1.07	3.27	3.105	0.162	272	ACTUAL LESS REQ'D			29.4			
29	5.987	0.510	1.04	3.18	3.105	0.070	122							
30	5.987	0.510	1.02	3.11	3.105	0.009	16	RUNOFF CALCULATIONS: Q = c I A						
31	5.987	0.510	1.00	3.05	3.105	-0.052	(97)							
32	5.987	0.510	0.98	2.99	3.105	-0.113	(217)	Runoff	Rainfall		Runoff			
33	5.987	0.510	0.96	2.93	3.105	-0.174	(345)	Coefficien	in/hour	Area	cfs			
34	5.987	0.510	0.94	2.87	3.105	-0.235	(480)	0.390	1.330	5.987	3.105			
35	5.987	0.510	0.92	2.81	3.105	-0.296	(622)							
36	5.987	0.510	0.90	2.75	3.105	-0.357	(772)	ORFICE CALCULATIONS:						
37	5.987	0.510	0.88	2.69	3.105	-0.418	(929)	D = 6.116(Q/H ^ .5) ^ .5						
38	5.987	0.510	0.87	2.66	3.105	-0.449	(1,024)	Height	Flow	Diameter				
39	5.987	0.510	0.85	2.60	3.105	-0.510	(1,194)	2.95	3.105	8.22				



LEGEND

- Existing Storm Drain
- Proposed Storm Drain
- Drainage Direction
- Predevelopment Basin Boundary
- Post Development Basin Boundary



DRAINAGE CALCULATIONS

LINE	STORM LINE NO. 3							
	CB9-CB4	CB8-CB7	CB7-MH6	MH6-MH5	MH5-CB4	CB4-CB3	CB3-MH2	MH2
Length in feet	275.48	30.51	108.90	54.19	102.49	30.07	8.44	24
Area	1.115	0.701	0.554	0.000	0.000	1.872	0.155	1
In Acres	1.115	0.701	1.255	1.255	1.255	3.127	3.282	4
Tc (Minutes)	10.00	10.00	10.18	10.66	10.89	11.34	11.42	1
Average Runoff Coefficient	0.81	0.18	0.48	0.24	0.45	0.08	0.02	
Rainfall in inches	0.51	0.51	0.51	0.51	0.51	0.51	0.51	
Total Runoff (cfs)	1.78	1.78	1.77	1.74	1.71	1.68	1.68	
Slope of Storm Drain	1.01	0.64	1.13	1.11	1.09	2.68	2.81	
Storm Drain Diameter	2.00	0.52	0.70	0.70	0.70	2.00	2.49	
Manhole Invert Drop	10	10	12	12	12	12	12	
Design	0.013	0.013	0.013	0.013	0.013	0.013	0.013	
Manhole Capacity (cfs)	3.10	1.58	2.98	2.98	2.98	5.04	5.82	
Manhole Velocity (fps)	5.88	2.90	3.80	3.80	3.80	6.42	7.16	
Manhole Invert Drop	N/A	N/A	0.20	0.20	0.20	0.20	0.20	
Fall in Sewer	5.51	0.16	0.76	0.36	0.72	0.60	0.21	
Sewer	Upper End	212.22	209.32	208.96	208.00	207.42	206.50	205.70
LINE	Lower End	206.71	208.16	208.20	207.62	206.70	205.90	205.49
Ground	Upper End	215.62	212.80	212.87	213.00	212.00	211.33	211.33
Elevation	Lower End	211.33	212.87	213.00	212.00	211.33	211.33	211.48
EXCESS CAPACITY		2.09	0.94	1.85	1.87	1.89	2.36	2.81

LEONARD A. ROELL, P.E., P.L.S.
 801 Phiburn Drive, Newberg, Oregon 97132
 Mobile (503) 538-5700
 Phone (503) 781-4136
 FAX (503) 538-9167
 Consulting Civil Engineer - Land Surveyor - W.E.E.
 PROFESSIONAL SEAL
 RENEWAL DATE: 12/31/2000

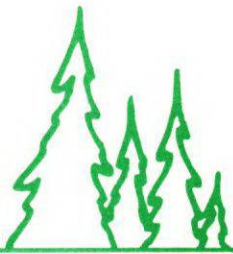
DRAINAGE CALCULATIONS
VALLEY MEADOWS
 Located in the Northeast Quarter of the Southwest Quarter of Section 7
 Township 3 South, Range 2 West of the Willamette Meridian
 City of Newberg, Yamhill County, Oregon

Prepared for:
 Wand Nelson
 P. O. Box 760
 Wilsonville, Oregon 97070
 Phone: (503) 678-5205
 Fax: (503) 678-5205

W.O. No. 9825
 Design: *Wand Nelson*
 Drawn: *Wand Nelson*
 Date: 16 November 1999
 Dwg: D-CALC.DWG
Sheet
 1 of 1

REVISIONS

No.	Description/Date	By
1	0-CALS 4/04/00LAR	



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625
(503) 538-5700 FAX 538-9167
larydell@teleport.com

4 April 2000

City of Newberg
414 East First Street
Newberg, Oregon 97132

Attn: Larry Anderson, P.E.



Re: "VALLEY MEADOWS"

Dear Larry,

Enclosed, for your review and approval, please find three blue line copies of the REVISED construction plans for "VALLEY MEADOWS", a proposed 22 lot single family residential subdivision located along Main Street between Foothills Drive and "THE MEADOWS NO. 4" in the City of Newberg, Yamhill County, Oregon. Stamped Storm drainage calculations are also enclosed in the form of a drainage basin map, time of concentration calculations, runoff calculations and the detention volume calculations.

Significant changes to the plans include:

1. Addition of storm laterals to Lots 14, 15 and 20.
2. Replacing the existing 18" culvert of Crater Lane with a 42" culvert with an inlet and flow capacity of 72 cfs,
3. Adding finish contours to the Crater Lane ditch.
4. Specifying C-900 PVC sewer laterals for Lots 12, 13, 17, 18 and 19. Note that the sewer lateral to Lot 16 was not moved as requested due to the storm drain conflict.
5. Standard details have been updated to the current City drafts.

Should you have any questions regarding this project, please feel free to give me a call.
Thank you.

Sincerely yours,

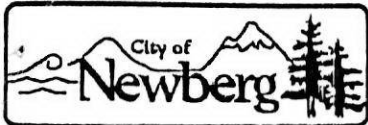
Leonard A. Rydell, P.E., P.L.S., W.R.E.

LAR/lar

encl: as stated

cc: Willamette Valley Homes
Yamhill County Road Department

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND STORM DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS



RECEIVED
MAR - 6 2000

ENGINEERING DIVISION
SITE DEVELOPMENT PERMIT

FILE NO. _____
DATE: 3-6-00

*original in file
-Mark file
info and
attach recpt
to ~~file~~
original
in file*

APPLICANT INFORMATION:

APPLICANT: Wand Nelson Contractors, Inc.
ADDRESS: P. O. Box 760, Wilsonville, Oregon 97070
PHONE: (503) 678-5205 MOBILE: _____ FAX: (503) 678-5205
OWNER/DEVELOPER (if different from above): _____ PHONE: _____
ADDRESS: _____
ENGINEER: Leonard A. Rydell, P.E., P.L.S. W.R.E. PHONE: (503) 538-5700
ADDRESS: 601 Pinehurst Drive, Newberg, Oregon 97132-1625
CONTRACTOR: _____ PHONE: _____
ADDRESS: _____

GENERAL INFORMATION:

PROJECT LOCATION: North Main Street TAX LOT #: R3207-03300
PROJECT NAME: VALLEY MEADOWS

ENGINEERING AND INSPECTION FEES:

ESTIMATED COST OF PUBLIC IMPROVEMENTS: \$343,884.40 Engineer Estimate or Contractor Bid dated: 3/6/00
ENGINEERING REVIEW FEE - to be paid when construction plans are submitted for initial review:
2% of public improvement cost: \$6,877.69 Date Paid: 3-10-00 Receipt No. 20163
INSPECTION FEE - to be paid for at time of permit issuance:
3% of public improvement cost: \$10,316.53 Date Paid: 4-10-00 Receipt No. 20176

NO CONSTRUCTION SHALL PROCEED UNTIL PLANS ARE APPROVED, ENGINEERING REVIEW FEE AND INSPECTION FEES ARE PAID, AND A NOTICE TO PROCEED IS ISSUED BY THE CITY ENGINEERING DIVISION.

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Incomplete or missing information may delay the approval process.

[Handwritten Signature]
Applicant Signature

Wand Nelson
Please Print Name

3/31/00
Date

FOR OFFICE USE ONLY:

Received by: [Signature]

CHECK LIST: 3 sets of plans Completed Application Preliminary Cost Estimate Fees paid

ENGINEER'S ESTIMATE

VALLEY MEADOWS - NEWBERG



The unit prices hereinafter written are submitted with the clear understanding that the actual measured quantities may vary somewhat from from the estimate and that payment will be based on the unit price of each item.

No.	Item	Quantity	Unit Price	Total
WATER SYSTEM IMPROVEMENTS				
1.	8-Inch Ductile Iron w/Backfill	1,164 feet	\$ 29.00	\$ 33,756.00
2.	10" by 8" Wet Tap w/8" G.V.	1 each	\$ 1350.00	\$ 1,350.00
3.	Foothills Cut/Patch	1 each	\$ 800.00	\$ 800.00
4.	8" by 8" Tee w/8" Gate Valve	2 each	\$ 1200.00	\$ 2,400.00
5.	8" Gate Valve	2 each	\$ 350.00	\$ 700.00
6.	Hydrant Assembly	3 each	\$ 1950.00	\$ 5,850.00
7.	Blow-off Assembly	1 each	\$ 450.00	\$ 450.00
8.	Water Services	24 each	\$ 325.00	\$ 7,800.00
	Sub Total - Water System			\$ 53,106.00
SANITARY SEWER SYSTEM IMPROVEMENTS				
9.	8" PVC Sewer w/Rock Backfill	1,141 feet	\$ 32.00	\$ 36,512.00
10.	Main Street Cut/Patch	177 feet	\$ 10.00	\$ 1,770.00
11.	Main Street Overlay	690 sq.yd.	\$ 3.00	\$ 2,070.00
12.	4" Sewer Laterals w/Backfill	614 feet	\$ 32.00	\$ 19,648.00
13.	4" Sewer Laterals w/o Backfill	223 feet	\$ 28.00	\$ 6,244.00
14.	Sewer Manholes	3 each	\$ 1800.00	\$ 5,400.00
15.	8" Sewer Cleanout	3 each	\$ 350.00	\$ 1,050.00
	Sub Total - Sewer System			\$ 72,694.00

BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

Page 2 of 3

STORM DRAINAGE IMPROVEMENTS

16.	30" C-76 Class IV Conc w/Rock	235 feet	\$	46.00	\$	10,810.00
17.	18" C-76-IV Storm Drain w/Rock	137 feet	\$	38.00	\$	5,206.00
18.	15" PVC Storm Drain w/o Rock	80 feet	\$	36.00	\$	2,880.00
19.	12" PVC Storm Drain w/Rock	75 feet	\$	34.00	\$	2,550.00
20.	12" PVC Storm Drain w/o Rock	211 feet	\$	30.00	\$	6,330.00
21.	10" PVC Storm Drain w/Rock	306 feet	\$	28.00	\$	8,568.00
22.	8" PVC Storm Drain w/o Rock	118 feet	\$	26.00	\$	3,068.00
23.	6" PVC Storm Drain w/o Rock	100 feet	\$	25.00	\$	2,500.00
24.	4" PVC Storm Laterals w/o Rock	98 feet	\$	25.00	\$	2,450.00
25.	4" PVC Storm Laterals w/Rock	64 feet	\$	27.00	\$	1,728.00
26.	60" Flow Control Manhole	1 each	\$	3600.00	\$	3,600.00
27.	60" Storm Manhole	1 each	\$	2800.00	\$	2,800.00
28.	48" Storm Manholes	2 each	\$	1800.00	\$	3,600.00
29.	8" Storm Cleanout	1 each	\$	350.00	\$	350.00
30.	6" Storm Cleanout	1 each	\$	350.00	\$	350.00
31.	Oversize Catch Basins	5 each	\$	1150.00	\$	5,750.00
32.	Ditch Improvements	718 feet	\$	4.00	\$	2,872.00
33.	Straw Ditch Protection	718 feet	\$	2.50	\$	1,795.00
34.	Rip Rap	10 cu.yd.	\$	50.00	\$	500.00
35.	Repave Driveways	46 sq.yd.	\$	8.00	\$	368.00
36.	Catch Basin/Ditch Protection	24 each	\$	10.00	\$	240.00
	Sub Total - Storm Drainage				\$	68,315.00

BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

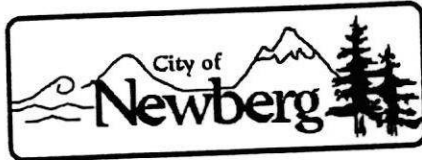
Page 3 of 3

STREET CONSTRUCTION

37.	Mobilization	1 each	\$ 6000.00	\$ 6,000.00
38.	Excavation and Grading	1 each	\$ 12000.00	\$ 12,000.00
39.	12" Base Rock	3376 sq.yd.	\$ 10.50	\$ 35,448.00
40.	4" Class C Asphalt	2989 sq.yd.	\$ 11.60	\$ 34,672.40
41.	9" Base Rock	1840 sq.yd.	\$ 8.00	\$ 14,720.00
42.	3" Class C Asphalt	1562 sq.yd.	\$ 8.75	\$ 13,667.50
43.	Curb and Gutter	2323 feet	\$ 8.50	\$ 19,745.50
44.	Valley Gutter	216 sq.ft.	\$ 5.00	\$ 1,080.00
45.	Pavement Striping	1 each	\$ 800.00	\$ 800.00
45.	6" Concrete Drive/Sidewalk	412 sq.ft.	\$ 5.00	\$ 2,060.00
45.	Street Lights	6 each	\$ 1100.00	\$ 6,600.00
46.	Street Barricade	1 each	\$ 500.00	\$ 500.00
47.	Relocate Street Barricade	1 each	\$ 250.00	\$ 250.00
48.	Street/Stop Signs	3 each	\$ 200.00	\$ 600.00
49.	Sediment Fence	1084 feet	\$ 1.50	\$ 1,626.00
	Sub Total - Street Construction			\$ 149,769.40

PROJECT TOTALS

Water System	\$ 53,106.00
Sewer System	\$ 72,694.00
Storm Drainage	\$ 68,315.00
Street Construction	\$ 149,769.40
Total Improvements	\$ 343,884.40



RECEIPT NO: 20063

DATE 3-6-00

RECEIVED FROM Ward-Nelson Contractors, Inc
 SITE ADDRESS valley meadows

PERMIT FEES:	ACCT	AMOUNT
Building: Plan Review - Permit	322001	\$
City Facility	322010	\$
Community Development	322009	\$
Plumbing	322002	\$
Mechanical	322002	\$
Driveway/Sidewalk	332003	\$
Sewer Development	349002	\$
Sewer Tap	349001	\$
Water Development	349002	\$
Water Tap	349001	\$
Transportation System Development	349002	\$
Parks Development	202002	\$
Electrical	322007	\$
Manufactured Home Set - Up	322005	\$
OTHER:		
Copies / Maps / Documents	341005	\$
Engineering Inspection - <u>Review</u>	342004	\$ 6877.69
Signalization	349003	\$
Planning: (type)	341003	\$
		\$
		\$

Cash / Check Ck# 2143 Re'd by [Signature] TOTAL 6877.69

WAND - NELSON CONTRACTORS, INC.
 d/b/a WILLAMETTE VALLEY HOMES
 P.O. BOX 760
 WILSONVILLE, OREGON 97070
 PHONE (503) 678-5205

THIS CHECK IS IN PAYMENT OF THE FOLLOWING:
Monthly Plan Fee

UNITED STATES NATIONAL BANK
 OF OREGON
 WILSONVILLE BRANCH
 WILSONVILLE, OR 97070

24-22/1230 155

2143

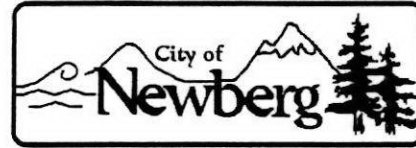
PAY Seventeen hundred seventy-seven
 TO THE ORDER OF City of Newberg

DATE 3-6-00 CHECK NO. 2143 AMOUNT 6877.69 DOLLARS

[Signature]
 AUTHORIZED SIGNATURE

MP

⑆002143⑆ ⑆123000220⑆ 155 0005 100⑆



RECEIPT NO: 20176

DATE 4-10-00

RECEIVED FROM Wand - Nelson Contractors, Inc.
 SITE ADDRESS _____
re: Valley Meadows

PERMIT FEES:	ACCT	AMOUNT
Building: Plan Review - Permit	322001	\$
City Facility	322010	\$
Community Development	322009	\$
Plumbing	322002	\$
Mechanical	322002	\$
Driveway/Sidewalk	332003	\$
Sewer Development	349002	\$
Sewer Tap	349001	\$
Water Development	349002	\$
Water Tap	349001	\$
Transportation System Development	349002	\$
Parks Development	202002	\$
Electrical	322007	\$
Manufactured Home Set - Up	322005	\$
OTHER:		
Copies / Maps / Documents	341005	\$
Engineering Inspection - <u>public improvement</u>	342004	\$ 10,316.53
Signalization <u>cost</u>	349003	\$
Planning: (type)	341003	\$
		\$
		\$
		\$

Cash / Check Ck# _____ Re'd by MPB TOTAL 10,316.53

TO THE ORDER OF City of Newberg

PAY for thousand three hundred six and 53/100

WAND - NELSON CONTRACTORS, INC.
 d/b/a WILLAMETTE VALLEY HOMES
 P.O. BOX 760
 WILSONVILLE, OREGON 97070
 PHONE (503) 678-5205

UNITED STATES NATIONAL BANK
 WILSONVILLE BRANCH
 WILSONVILLE, OR 97070

2340

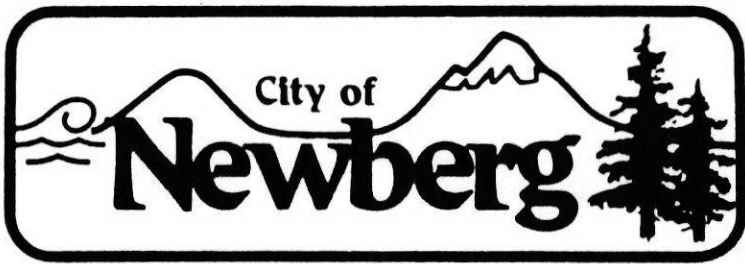
DATE 4-10-00 CHECK NO. 2340 AMOUNT 10,316.53 DOLLARS

Arnold Strand
 AUTHORIZED SIGNATURE

MP

⑈002340⑈ ⑆123000220⑆ 155 0005 100⑈

Valley Meadows



City Manager
(503) 538-9421

414 E. First St.
Newberg, Oregon 97132

City Attorney
(503) 537-1208

City FAX
(503) 538-5393

Community Development Office

P.O. Box 970 • 719 E. FIRST STREET • NEWBERG, OR 97132 • (503) 537-1214 • FAX:(503) 537-1272

April 7, 2000

Roger Nelson
Wand Nelson Contractors, Inc.
P.O. Box 760
Wilsonville, Oregon 97070

RE: Valley Meadows Subdivision

Dear Mr. Nelson:

NOTICE TO PROCEED


By this letter, your plans for the **street improvements** for the Valley Meadows Subdivision are hereby approved and you are authorized to begin construction on the streets only.

The street construction plans will be released to you upon receipt of the engineering inspection fee. Based on your engineer's estimate that fee is \$10,316.53.

We will finalize our review of the sewer and water construction plans upon receipt of the revisions from your engineer.

If you have any questions or need any additional information, please contact me.

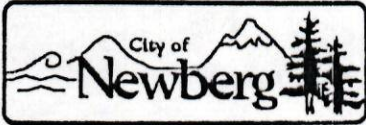
Sincerely,


Larry Anderson, P.E., P.L.S.
City Engineer

K:\WP\ENGINEER\LARRY\LETTERS\2000\val-mdws-note to prc.wpd

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

"Working Together For A Better Community-Serious About Service"



ENGINEERING DIVISION
 SITE DEVELOPMENT PERMIT
 FILE NO. _____
 DATE: 3-6-00

APPLICANT INFORMATION:

APPLICANT: Wand Nelson Contractors, Inc.
 ADDRESS: P. O. Box 760, Wilsonville, Oregon 97070
 PHONE: (503) 678-5205 MOBILE: _____ FAX: (503) 678-5205
 OWNER/DEVELOPER (if different from above): _____ PHONE: _____
 ADDRESS: _____
 ENGINEER: Leonard A. Rydell, P.E., P.L.S. W.R.E. PHONE: (503) 538-5700
 ADDRESS: 601 Pinehurst Drive, Newberg, Oregon 97132-1625
 CONTRACTOR: _____ PHONE: _____
 ADDRESS: _____

GENERAL INFORMATION:

PROJECT LOCATION: North Main Street TAX LOT #: R3207-03300
 PROJECT NAME: VALLEY MEADOWS

ENGINEERING AND INSPECTION FEES:

ESTIMATED COST OF PUBLIC IMPROVEMENTS: \$343,884.40 Engineer Estimate or Contractor Bid dated: 3/6/00
 ENGINEERING REVIEW FEE - to be paid when construction plans are submitted for initial review:
 2% of public improvement cost: \$6,877.69 Date Paid: 3-6-00 Receipt No. 20063
 INSPECTION FEE - to be paid for at time of permit issuance:
 3% of public improvement cost: _____ Date Paid: _____ Receipt No. _____

NO CONSTRUCTION SHALL PROCEED UNTIL PLANS ARE APPROVED, ENGINEERING REVIEW FEE AND INSPECTION FEES ARE PAID, AND A NOTICE TO PROCEED IS ISSUED BY THE CITY ENGINEERING DIVISION.

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Incomplete or missing information may delay the approval process.

[Signature] Applicant Signature Wand Nelson Please Print Name 3/3/00 Date

FOR OFFICE USE ONLY: Received by: [Signature]
 CHECK LIST: 3 sets of plans Completed Application Preliminary Cost Estimate Fees paid

INSTRUCTION SHEET FOR ENGINEERING DIVISION SITE DEVELOPMENT PERMIT

This permit is to be completed anytime an applicant submits construction drawings for a new project. Construction drawings are utility plans for a new subdivision, new partition, or any public utility project.

Previously, the review and inspection fees were collected in a lump sum referred to as "inspection fees" and they were collected after the plans had been approved and often times already released to the applicant. This fee is 5% of the preliminary cost estimate (engineers estimate or contractor bid) for the project. As of July 6, 1998, the City Council approved collection of these fees in a more appropriate manner. This fee is now collected in two part; 2% is collected with the application to pay for the review fees and 3% is collected prior to approval of plans to pay for the construction inspection. This permit will help track the payments made.

THE PROCESS

The Applicant comes in to submit construction drawings.

Applicant must complete a Site Development Permit application, submit a preliminary cost estimate and three (3) sets of plans.

Staff will review the checklist and collect the engineering review fee (2% of the public improvement cost submitted by the applicant). This fee is NOT an estimate, it is actual cost BASED ON an estimate. Staff will write in the date paid and the receipt number on the application.

Staff will route the original application with submittals and a copy of the receipt to the Engineering Division Secretary.

Engineering Division Secretary will make a copy of the application, the receipt and the preliminary cost estimate for her tickler file. She will calculate the remaining fees and put a note on the packet in her tickler to assist the other support team members when collecting. She will route the original application, preliminary cost estimate, copy of the receipt, three sets of plans and anything else submitted by the applicant to the engineer responsible for the review. If unsure of who will review, she will check with the Engineering Manager for him to delegate.

Engineering Division Secretary will keep her information in a tickler file in a separate folder that is reviewed each Monday to make sure to follow up on outstanding inspection fees.

Once the Engineer starts the review, he will contact the applicant or the applicant's engineer for any changes or additional information required. Once he has completed his final review, he will notify the applicant to pay the engineering inspection fees (remaining 3% of preliminary cost estimate). When those fees are paid, the engineer will complete the site development permit with the date paid and receipt number. If some other staff member collects the fee, then they should forward a copy of the receipt to the Engineering Division Secretary.

Secretary will notify the Engineer that the fees have been paid and the Engineer will draft a "Notice to Proceed" for the Engineering Manager's signature and attach the plans for the Engineering Manager to stamp "Approved for Construction".

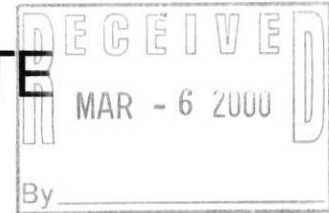
Secretary will finalize the notice and mail with the approved plans.

Secretary will file the original site development permit, copy of both receipts, preliminary cost estimate, notice to proceed and one copy of the approved plans in the Engineering Division file. All other preliminary plans should be discarded from the file at that time.

Once the Notice to Proceed is issued, the Engineering Division Secretary will take out her tickler file copy and discard.

ENGINEER'S ESTIMATE

VALLEY MEADOWS - NEWBERG



The unit prices hereinafter written are submitted with the clear understanding that the actual measured quantities may vary somewhat from from the estimate and that payment will be based on the unit price of each item.

No.	Item	Quantity	Unit Price	Total
WATER SYSTEM IMPROVEMENTS				
1.	8-Inch Ductile Iron w/Backfill	1,164 feet	\$ 29.00	\$ 33,756.00
2.	10" by 8" Wet Tap w/8" G.V.	1 each	\$ 1350.00	\$ 1,350.00
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BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

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33.	Straw Ditch Protection	718 feet	\$	2.50	\$	1,795.00
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35.	Repave Driveways	46 sq.yd.	\$	8.00	\$	368.00
36.	Catch Basin/Ditch Protection	24 each	\$	10.00	\$	240.00
	Sub Total - Storm Drainage				\$	68,315.00

BID ITEM SCHEDULE - Cont'd
"VALLEY MEADOWS"

Page 3 of 3

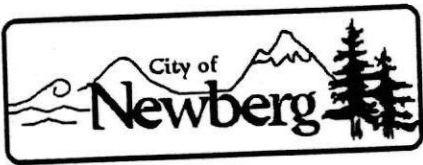
STREET CONSTRUCTION

37.	Mobilization	1 each	\$ 6000.00	\$ 6,000.00
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42.	3" Class C Asphalt	1562 sq.yd.	\$ 8.75	\$ 13,667.50
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44.	Valley Gutter	216 sq.ft.	\$ 5.00	\$ 1,080.00
45.	Pavement Striping	1 each	\$ 800.00	\$ 800.00
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45.	Street Lights	6 each	\$ 1100.00	\$ 6,600.00
46.	Street Barricade	1 each	\$ 500.00	\$ 500.00
47.	Relocate Street Barricade	1 each	\$ 250.00	\$ 250.00
48.	Street/Stop Signs	3 each	\$ 200.00	\$ 600.00
49.	Sediment Fence	1084 feet	\$ 1.50	\$ 1,626.00

Sub Total - Street Construction \$ 149,769.40

PROJECT TOTALS

Water System	\$ 53,106.00
Sewer System	\$ 72,694.00
Storm Drainage	\$ 68,315.00
Street Construction	\$ 149,769.40
Total Improvements	\$ 343,884.40



RECEIPT NO: 20063

DATE 3-6-00

RECEIVED FROM Ward-Nelson Contractors, Inc
 SITE ADDRESS valley meadows

PERMIT FEES:	ACCT	AMOUNT
Building: Plan Review - Permit	322001	\$
City Facility	322010	\$
Community Development	322009	\$
Plumbing	322002	\$
Mechanical	322002	\$
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Sewer Development	349002	\$
Sewer Tap	349001	\$
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Water Tap	349001	\$
Transportation System Development	349002	\$
Parks Development	202002	\$
Electrical	322007	\$
Manufactured Home Set - Up	322005	\$
OTHER:		
Copies / Maps / Documents	341005	\$
Engineering Inspection - <u>Review</u>	342004	\$ <u>6877.69</u>
Signalization	349003	\$
Planning: (type)	341003	\$
		\$
		\$
		\$
Cash / <input checked="" type="checkbox"/> Check	Ck# <u>2143</u>	Re'd by <u>[Signature]</u>
TOTAL		<u>6877.69</u>

Distribution: White - Customer Yellow - Office Copy KAWP/COMMON/Applications CDD/m-Receipts.wpd 10-14-98

TO THE ORDER OF City of Newberg

PAY Six thousand seven hundred seven

WAND - NELSON CONTRACTORS, INC.
 d/b/a WILLAMETTE VALLEY HOMES
 P.O. BOX 760
 WILSONVILLE, OREGON 97070
 PHONE (503) 678-5205

THIS CHECK IS IN PAYMENT OF THE FOLLOWING:
Newberg Plan Fee

UNITED STATES NATIONAL BANK
 OF OREGON
 WILSONVILLE BRANCH
 WILSONVILLE, OR 97070

2143

DATE 3-6-00 CHECK NO. 2143 AMOUNT 6877.69 DOLLARS

[Signature]
 AUTHORIZED SIGNATURE

⑆002143⑆ ⑆123000220⑆ 155 0005 100⑆