



**Community Development
Development Services Division**
501 SW Madison Avenue
P.O. Box 1083
Corvallis, OR 97339-1083
(541) 766-6929
TTY (541) 766-6477

September 3, 2013

CENTURY MANAGEMENT LLC
C/O ROB WOOD
P.O. BOX 13969
SALEM OR 97309

RE: Keller Williams Building: BLD10-00102 / LND010-00007
1121 NW 9th St.
Landscape Maintenance three-year surety release.

Dear Bond Holder,

The city has received and approved your report, prepared by a licensed arborist or landscape contractor, verifying that 90 percent ground coverage has been achieved for this project. You have fulfilled the permit condition requirements for landscape coverage and the 3 year bond may be released.

At this time, the City can release the bond in the amount of \$17,000.00 which was established for this project (Bond No. 105477260).

Thank you for your work on completing the landscaping and bonding process for your project. If you have any questions feel free to contact me at 541-766-6544.

Sincerely,

Shannen Chapman
Land Use Inspector

c. Kevin Russell, Land Use Supervisor

Attachments: Copy Installation Bond documents

ALL SERVICE LANDSCAPE CO.

August 22, 2013

City of Corvallis
Shannen Chapman, Land Use Inspector
501 SW Madison Ave.
PO Box 1083
Corvallis, Oregon 97339-1083

RE: Keller Williams Building

Dear Shannen:

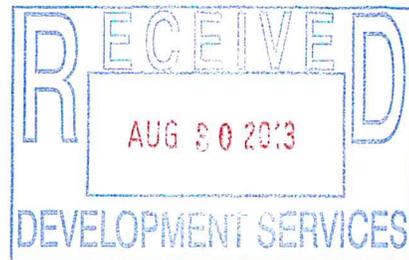
The letter will serve as notice to you that after visual inspection, the Keller Williams Building located at 1121 NW 9th St., Corvallis has attained 90% ground landscape coverage.

If you have any questions or concerns, please give me a call.

Kindest Regards,



Gary Bean, President
All Service Landscape Co.



REPORT OF THE BOARD OF DIRECTORS

FOR THE YEAR 1964

The Board of Directors of the Corporation has the honor to submit herewith its report for the year 1964. The Corporation has achieved significant progress in its operations during the year, and the Board is pleased to report that the financial position is strong and the future outlook is bright.

The Corporation's operations have been characterized by a steady increase in sales and a corresponding increase in profits. This has been achieved through the implementation of a comprehensive marketing program and the introduction of new products. The Board is confident that these trends will continue in the future.

LANDSCAPE INSTALLATION BOND

BOND NO. 105477260

KNOW ALL PEOPLE BY THESE PRESENTS that we Keller Williams Realty Mid-Willamette, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Oregon, Surety are held and firmly bound unto the City of Corvallis, Oregon, in the sum of Seventeen Thousand and No/100----- Dollars (\$ 17,000.00) for the payment of which, well and truly to be made, the executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Pursuant to Building Permit Case # BLD10-00102, this Bond is being established to cover the costs of replacing dead, dying, or diseased plants, repair or modification of irrigation and drainage and City of Corvallis administration costs (estimated at 20% of project costs) in order to comply with the approved landscape plan and applicable City standards.
The project name is Keller Williams Real Estate Office.

WHEREAS, application was made to the obligee for approval of a building permit and was approved under the regulations of the City of Corvallis, and one of the conditions of this approval, pursuant to Building Permit Case # BLD10-00102 Condition # _____, is that a maintenance bond be filed with the Development Services Division, guaranteeing the maintenance of landscaping according to the landscape plan, Attachment A, as approved by the Development Services Division, which consists of a plan for the installation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall maintain and remedy the work according to the plan in Attachment A for a period of three years following approval of the landscape installation, and the plants shall provide 90 percent ground coverage, then this obligation shall be void; otherwise it may be used, as necessary, in making improvements and/or repairs as required to meet the landscaping performance requirements outlined in Sections 4.2.20.a.3 of the Corvallis Land Development Code and the approved plans.

To release this guarantee at the end of the three-year period, the developer shall provide a report to Development Services, prepared by a licensed arborist or licensed landscape contractor and shall verify that 90 percent ground coverage has been achieved, either by successful plantings or by the installation of replacement plantings. The City of Corvallis shall approve the report prior to release of the guarantee.

WITNESS our hands and seals this 6th day of August 2010.

Keller Williams Realty Mid-Willamette
Principal

By: _____

Travelers Casualty and Surety Company
of America Surety

By: Tamara A. Ringeisen
Attorney-In-Fact

Tamara A. Ringeisen

Approved As to Form:

Scott A. Zund
Corvallis City Attorney

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Comp.,ny, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2010

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214459

Certificate No. 003715179

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gene M. Dietzman, Gloria Bruning, James P. Dooney, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Tamara A. Ringeisen, and Brent Olson

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of June, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

Attachment 'A'
Heartwood Construction Inc.
Subcontract Scope Inclusions / Exclusions
Landscaping

Project: Keller Williams Building

Subcontractor: Professional Landscape and Irrigation, Inc.
P.O. Box 1753
Roseburg, Or 97470
(541)673-6836 ph. (541)673-9975

Purchase Order No: 260-2292-5

A. Scope of work included under this subcontract:

Complete Irrigation system and Landscaping for: The Keller Williams office at 1121 NW Ninth St. Corvallis Or.

1. Work to be performed per attached quote with all notes, inclusions, and exclusions considered part of this contract unless contrary to as specified herein and/or contrary to the Contract Drawings and Contract Specifications. Should a conflict exist, the contract documents prevail.
2. The intent here is to describe the scope of work and create a schedule of values for progress payments. Although these descriptions may leave out some items, these systems are expected to be complete and accepted by the City of Corvallis and Gables Partners LLC.
3. Provide six complete sets of irrigation drawings and specifications to Heartwood Construction for routing to: the Architect, City of Corvallis building department and the Corvallis Fire Marshal. City of Corvallis' approval must be obtained prior to commencing work. All work shall be installed per City approved plans.
4. Subcontractor is responsible for scheduling all inspections with the City of Corvallis and coordinating such with the Project Superintendent and having a fully qualified representative of the firm present at all inspections. Obtain interim and final inspections from the applicable governing authorities, as required, for this scope of work.
5. Prior to the commencement of work, Subcontractor shall provide the following applicable Pre-job Submittals:
 - a. Signed copy of their Job Hazard Assessment and Safety Plan for the Project.
 - b. Current insurance certificates in accordance with the contract requirements.
 - c. Current Oregon Construction Contractors Board Certificate.
 - d. Signed Subcontract.

Heartwood Construction Inc.

POST OFFICE BOX 791 • Corvallis • OR • 97339
(541)929-3956 • FAX (541)929-4702
CCB# 45327

SUBCONTRACT

PROJECT: Keller Williams Building SUBCONTRACT No. : 260-2292-5

OWNER: Gables Partners LLC

Subcontractor: Professional Landscape and Irrigation Inc.
P.O. Box 1753
Roseburg, Or 97470

DESIGN PROFESSIONAL (Reiter Design Group): Drawings approved by the City of Corvallis for 1121 NW Ninth Street.

SUBCONTRACT WORK. Subcontractor shall furnish labor, equipment and services as necessary to complete the following work as described in Attachment A.

Price: \$26,721.00

(Twenty Six Thousand, Seven Hundred Twenty One Dollars 00/100)

Contractor may issue joint checks. Submit list of suppliers with invoices upon first draw request (supplier list in billing packet). Conditional Lien releases required with each invoice. Unconditional Lien Release with final invoice. NO PAYMENTS PROCESSED WITHOUT INSURANCE CERTIFICATES, SUPPLIER LISTING AND SIGNED SUBCONTRACTS RETURNED TO CENTURY.

Additional Sheets Attached: Attachments 'A' and 'B', Terms and Conditions of this Subcontract are attached hereto.

Subcontractor represents that it has inspected the Project and has made all investigations essential to a full understanding of the difficulties which it may encounter in performing the Subcontract Work. Subcontractor further represents that it has carefully reviewed and examined the Subcontract Documents, Plans and Specifications which are: this Subcontract and its Terms and Conditions.

Dates to be on site and working days to complete project:

THIS WRITTEN SUBCONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN HEARTWOOD CONSTRUCTION INC. AND SUBCONTRACTOR, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS SUBCONTRACT. THIS SUBCONTRACT SHALL BE CHANGED, AMENDED, OR MODIFIED ONLY IN WRITING SIGNED BY CENTURY CONSTRUCTORS LLC.

Dated: 5-17-20c

HEARTWOOD CONSTRUCTION INC.

By: 

ACCEPTANCE

ALL TERMS AND CONDITIONS AND ATTACHMENTS ATTACHED HERETO ARE PART OF THIS SUBCONTRACT AND ARE IRREVOCABLY ACCEPTED BY SUBCONTRACTOR'S SIGNATURE BELOW OR BY SUBCONTRACTOR'S COMMENCEMENT OF THE WORK.

Dated: 5-27-10

SUBCONTRACTOR

By: 

Title: Dwight

PROFESSIONAL LANDSCAPES AND IRRIGATION, INC.

"The Finest in Quality Landscaping"
License #5866 & 12106

February 4, 2010

Century Constructors
Attn: Peter
PO Box 13969
Salem, OR 97305
503 589 9797 503 589 9951
Re: Gables Building Corvallis

Peter,

Here is the copy of my notes that we discussed yesterday.

Soil=175 yards	\$2100
1" rock= 8yards	\$120
Cad Truck 27hours	\$2400
Sod= 6024 sq ft	\$1650
Plants= 212	\$2651 (7, 5gal, 2, 3gal, 25gal, 1gal)
Trees=23	\$2,210 (1 1/2"-2")
Mulch= 20 yards	\$690
Fabric= 2rolls @6'	\$150
Boulders 18"-40" 20	\$970
Irrigation= 8 zones	\$2830
Miscellaneous	\$250 (inspections, fertilizer ect..)
Clean up	
Labor @ \$115 @ 80 hours (no travel time)	\$9200
Profit= @ 6%	<u>\$1500</u>
Total	\$26,721

Call me with any questions you may have.

Respectfully,


Brad Jefferson

PROFESSIONAL LANDSCAPES AND IRRIGATION, INC.

"The Finest in Quality Landscaping"
License #5866 & 12106

February 25, 2010

Century Constructors
Attn: Peter Slayden
PO Box 13969
Salem, OR 97305
503-589-9797 503-589-9951

Re: Gables Building Corvallis

Pete,

Here is the design you requested.

Call me with any questions.

Respectfully,


Brad Jefferson