

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Maintenance Bond for Lake Forest 9A, 9B, & 14

DEPARTMENT: Environmental Services DIVISION: Business Office

AUTHORIZED BY: [Signature] CONTACT: [Signature] EXT. 2148
Dr. John Cirello, Director Bob Briggs, Finance Manager

Agenda Date 2/13/07 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve release of original Water and Sewer Maintenance Bonds

BACKGROUND:

The following projects have satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division

Release Maintenance Bond #1015467 in the amount of \$26,751.00 for water and sewer which was accepted by submission into County Records Memorandum dated February 11, 2005 for the project known as Lake Forest Sect. 9A & 9B. District 5. - Carey

Release Maintenance Bond #5011780 in the amount of \$7,814.20 for reclaimed water which was accepted by submission into County Records Memorandum dated February 11, 2005 for the project known as Lake Forest Sect. 14 (reclaimed water). District 5. - Carey

Release Maintenance Bond #5011751 in the amount of \$19,369.02 for water and sewer which was accepted by submission into County Records Memorandum dated February 11, 2005 for the project known as Lake Forest Sect. 14. District 5. - Carey

Reviewed by:
Co Atty: N/A _____
DFS: N/A _____
Other: N/A _____
DCM: [Signature] _____
CM: [Signature] _____
File No. CEAS01



10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

January 12, 2007

Ms. Becky Noggle
Seminole County Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

RE: Project Name: Lake Forest 9A & 9B
Bond #1015467
Amount: \$26,751.00
District #5

Project Name: Lake Forest 14 reclaimed water
Bond #5011780
Amount: \$7,814.20
District #5

Project Name: Lake Forest 14 water & sewer
Bond #5011751
Amount: \$19,369.02
District #5

Dear Ms. Noggle:

Enclosed please find three letters that I received from David Jackson approving the release of the above-referenced bonds. I am requesting that the bonds be placed on the docket of the next available meeting of the Board of County Commissioners. Please let me know the date of the meeting once the bonds have been placed on the docket. You can either e-mail me at jburns@ntsdevco.com or call me at (502) 429-9888, ext. 323 should you have any questions.

Thank you for your assistance with this matter.

Sincerely,

Jannette Burns
Legal Assistant

/jb
Enclosure
cc: Susan Howard

ENVIRONMENTAL SERVICES DEPARTMENT



January 3, 2007

Orlando Lake Forest Joint Venture
5350 Shoreline Cir.
Sanford, FL 32771

RECEIVED
JAN 08 A.M.
BY:

Re: Maintenance Bond

Project Name: Lake Forest 9A & 9B
Bond# 1015467
Amount: \$26,751.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **12/29/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **12/29/06**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session:

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

#1015467

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Lexon Insurance Company, whose address is 10002 Shelbyville Rd., Louisville, KY 40223, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of Twenty Six Thousand Seven Hundred Fifty One Dollars and 00/100 (\$26,751.00) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Section 9A and 9B, a plat of which is recorded in Plat Book 65, Pages 15-18, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 200____, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 11, 2005.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 11, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 3rd day of January, 2005.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture

By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature], Its Vice Pres.
(if corporation)

ATTEST: [Signature], Its Secretary
(if corporation)

SEAL

Address:

10002 Shelbyville Road
Louisville, Ky 40223

Lexon Insurance Company

Surety

By: [Signature]
Myrtie F. Henry
Its Attorney-in-Fact

ATTEST: [Signature]

POWER OF ATTORNEY

LX - 012176

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson

Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Lydia J. DeJong
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 3rd Day of January, 202005



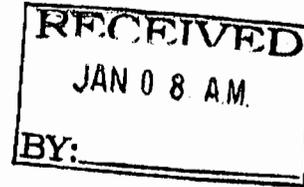
Donald D. Buchanan
Donald D. Buchanan
Secretary

ENVIRONMENTAL SERVICES DEPARTMENT



January 3, 2007

Orlando Lake Forest Joint Venture
5350 Shoreline Cir.
Sanford, FL 32771



Re: Maintenance Bond

Project Name: Lake Forest 14 reclaimed water
Bond# 5011780
Amount: \$7,814.20
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **12/29/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **12/29/06**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Bond on your letterhead to Becky Noggle; 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

#5011780

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Bond-Safeguard Insurance Company, whose address is Lombard, IL 60148, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of Seven Thousand Eight Hundred Fourteen & 20/100 (\$7,814.20) Dollars for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as 14, Reclaim Water System, a plat of which is recorded in Plat Book 65, Pages 21-23, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 200__, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 11, 2005.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 11, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 31st day of January, 2005.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature], Its V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

1919 So. Highland Ave., Bldg A, Suite 300
Lombard, IL 60148

Bond Safeguard Insurance Company
Surety

By: [Signature]
Myrtie F. Henry
Its Attorney-in-Fact

ATTEST: [Signature]

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that BOND SAFEGUARD INSURANCE COMPANY, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

as true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of BOND SAFEGUARD INSURANCE COMPANY on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two Million Five Hundred Thousand Dollars

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, BOND SAFEGUARD INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of BOND SAFEGUARD INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DE JONG
Notary Public, State of Illinois
My Commission Expires 1/12/07

[Signature]
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of BOND SAFEGUARD INSURANCE COMPANY, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 31st Day of January, 2005

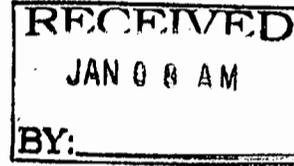


[Signature]
Donald D. Buchanan
Secretary

ENVIRONMENTAL SERVICES DEPARTMENT

January 3, 2007

Orlando Lake Forest Joint Venture
5350 Shoreline Cir.
Sanford, FL 32771



Re: Maintenance Bond

Project Name: Lake Forest 14 water & sewer
Bond# 5011751
Amount: \$19,369.02
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **12/29/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

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Please send request for release of Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

#5011751

KNOW ALL MEN BY THESE PRESENTS:

That we ORLANDO LAKE FORET JOINT VENTURE, whose address is 10172 Linn Station Rd., Louisville, KY 40223, hereinafter referred to as "PRINCIPAL" and Bond Safeguard Insurance Company, whose address is 1919 S. Highland Ave., Bldg A, Suite 300 Lombard, IL 60148, hereinafter referred to as "SURETY" are held firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of Nineteen Thousand Three Hundred Sixty Nine Dollars and 02/100 (\$19,369.02) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Section 14, a plat of which is recorded in Plat Book 65, Pages 21, 23, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 200__, and filed with the Department of Public Works of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 11, 2003.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 11, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Public Works shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 15th day of November, 2003, 2004.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

2307 River Road, Suite 200
Louisville, Ky 40206

Bond Safeguard Insurance Company
Surety

By: [Signature]
Myrtie F. Henry Its Attorney-in-Fact

ATTEST: [Signature]

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY

AO 19679

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

as true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two Million Five Hundred Thousand Dollars

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



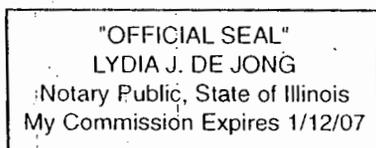
BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation;



Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of November, 2004



Donald D. Buchanan
Secretary