

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Release of Road Maintenance Bonds

**DEPARTMENT:** Public Works      **DIVISION:** Road Operations & Stormwater

**AUTHORIZED BY:** *W. Gary Johnson*      **CONTACT:** *Mark Flomerfelt*      **EXT.** 5710  
*W. Gary Johnson*      *Mark Flomerfelt*  
W. Gary Johnson, P.E.      Mark Flomerfelt, P.E., Manager  
Director, Dept. Public Works      Road Operations & Stormwater

Agenda Date 02-24-04    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30       Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve release of Road Maintenance Bonds.

**BACKGROUND:**

- Release Road Maintenance Bond #LC #4109 in the amount of \$3,131.00 for the project known as Tivoli Apartments Phase 1.  
District 1 – Commissioner Maloy
- Release Road Maintenance Bond #LC #003996 in the amount of \$4,052.90 for the project known as Lake Forest Section 11B.  
District – 5 Commissioner McLain
- Release Road Maintenance Bond #LC #003998 in the amount of \$5,222.35 for the project known as Lake Forest Section 13.  
District – 5 Commissioner McLain

A two-year maintenance inspection was conducted by staff for the above mentioned projects and revealed to be satisfactory. Staff recommends the release of these bonds.

Attachments: Copies of Bonds

Reviewed by:	
Co Atty:	<u>NA</u>
DFS:	<u>NA</u>
Other:	<u>NA</u>
DCM:	<u><i>W. Gary Johnson</i></u>
CM:	<u><i>Mark Flomerfelt</i></u>
File No.	<u>CPWR02</u>



November 27, 2001

DATE OF ISSUE

**IRREVOCABLE STANDBY LETTER OF CREDIT**

OF ISSUING BANK	CREDIT NUMBER	OF ADVISING BANK
L/C #4109		
APPLICANT		
Tivoli Orlando Associates, Ltd. 2801 SW Archer Road Gainesville, FL 32608		
AMOUNT		
***\$3,131.00 U.S. Dollars***		
EXPIRY DATE	January 31, 2004	
AT OUR COUNTERS	SunTrust Bank Gainesville, Florida	

ADVISING BANK

BENEFICIARY

Seminole County Board of County Commissioners  
Seminole County Services Building  
1101 East First Street  
Sanford, FL 32771

Dear Commissioners:

By order of Tivoli Orlando Associates, Ltd., we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on SunTrust Bank up to an aggregate amount of Three Thousand One Hundred Thirty-one and 00/100 U.S. Dollars (\$3,131.00) available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement between Tivoli Orlando Associates, Ltd. and Seminole County is in default.

Drafts must be drawn and negotiated on or before January 31, 2004, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 4109 of SunTrust Bank dated November 27, 2001 and the amount therefore endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one-year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Tivoli Orlando Associates, Ltd.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled." In any event, upon expiration of the Maintenance Agreement, and the completion of Tivoli Orlando Associates, Ltd. obligations thereunder, you will return the original Letter of Credit to this Bank marked "Cancelled."

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but SunTrust Bank shall not be responsible for any attorneys' fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement, and referenced herein.

Except so far as otherwise expressly stated, this Standby Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 Revision) International Chamber of Commerce (Publication 500), or revision currently in effect.

SunTrust Bank  
a Georgia Banking Corporation  
By:   
AUTHORIZED SIGNATURE Ronald A. Brame, Jr.  
As its: Vice President

SUBDIVISION AND SITE PLAN  
MAINTENANCE AGREEMENT  
(Road Improvements)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Tivoli Orlando Associates, Ltd., hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Tivoli, a Plat of which is recorded in Plat Book 10 Pages 100, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated 03/09, 2000, (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from 12/11, 2001; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 4109 issued by Suntrust Bank, in the sum of Three Thousand One Hundred Thirty DOLLARS (\$ 3,131.00).  
One

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Three Thousand One Hundred Thirty One DOLLARS (\$ 3,131.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from 12/11, 2001, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer 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.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, public interest, health, safety, welfare and other 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, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.



SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND Bond # 003996

KNOW ALL MEN BY THESE PRESENTS:

That we Orlando Lake Forest Joint Venture, hereinafter referred to as "Principal" and Lumbermans Mutual Casualty Co, hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within Orlando Lake Forest, Sec. 11B subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of Four Thousand Fifty two dollars and 90/100 (\$4,052.90) 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as Sec. 11B Roads-Orlando Lake Forest, a plat of which is recorded in Plat Book 59, Page 46-97, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, 19\_\_\_\_\_, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 March 4, 192002;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 March 4, 192002 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and

LAND DEVELOPMENT CODE

in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 19th day of December, 19 2001.

Address: Orlando Lake Forest Joint Venture (SEAL)  
 Principal By: Orlando Lake Forest, Inc., Managing General Partner  
 10172 Linn Station Road  
 Louisville, KY 40223  
 By: [Signature] Its: Vin Perdue  
 (If a corporation)  
 ATTEST: [Signature] Its: S. V. P.  
 (If a corporation)

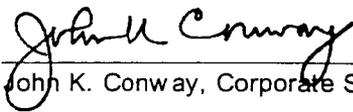
Address: Lumbermans Mutual Casualty Company (SEAL)  
 Surety  
 P. O. Box 98  
 Louisville, KY 40201  
 By: Raymond M. Hundley  
 Its Attorney-in-Fact Raymond M. Hundley  
 ATTEST: Mary E Joseph

(App E, LDC, through Supp 16).

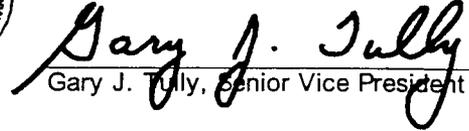
In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this December 4, 2001.

Attested and Certified:

Lumbermens Mutual Casualty Company  
American Motorists Insurance Company  
American Manufacturers Mutual Insurance Company

  
John K. Conway, Corporate Secretary

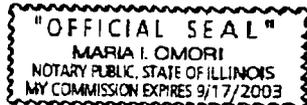


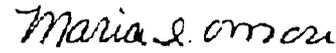
  
Gary J. Tully, Senior Vice President

STATE OF ILLINOIS SS

COUNTY OF LAKE SS

I, Maria I. Omori, a Notary Public, do hereby certify that Gary J. Tully and John K. Conway personally known to me to be the same persons whose names are respectively as Senior Vice President and Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.



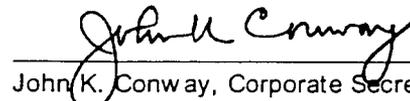
  
Maria I. Omori, Notary Public  
My commission expires 9-17-03

CERTIFICATION

I, J. K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated December 4, 2001 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Gary J. Tully, who executed the Power of Attorney as Senior Vice President, was on the date of execution of the attached Power of Attorney the duly elected Senior Vice President of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this 19th day of December, 20 01.



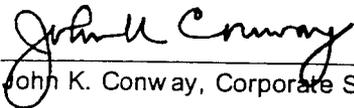
  
John K. Conway, Corporate Secretary

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

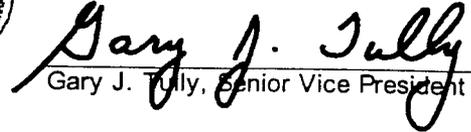
In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this December 4, 2001.

Attested and Certified:

Lumbermens Mutual Casualty Company  
American Motorists Insurance Company  
American Manufacturers Mutual Insurance Company

  
John K. Conway, Corporate Secretary

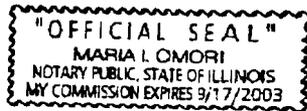


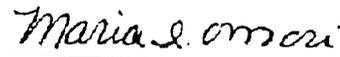
  
Gary J. Tully, Senior Vice President

STATE OF ILLINOIS SS

COUNTY OF LAKE SS

I, Maria I. Omori, a Notary Public, do hereby certify that Gary J. Tully and John K. Conway personally known to me to be the same persons whose names are respectively as Senior Vice President and Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.



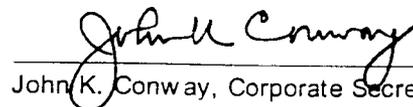
  
Maria I. Omori, Notary Public  
My commission expires 9-17-03

CERTIFICATION

I, J. K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated December 4, 2001 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Gary J. Tully, who executed the Power of Attorney as Senior Vice President, was on the date of execution of the attached Power of Attorney the duly elected Senior Vice President of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this 19th day of December, 20 01.



  
John K. Conway, Corporate Secretary

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

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

Bond # 003998

KNOW ALL MEN BY THESE PRESENTS:

That we Orlando Lake Forest Joint Venture, hereinafter referred to as "Principal" and Lumbermans Mutual Casualty company, hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within Orlando Lake Forest, Sec 13 subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" of (\$5,222.35) XXXX in the sum of Five Thousand Two Hundred Twenty Two and 35/100 ~~cost~~ 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 streets, curbs, storm drains and other appurtenances in that certain subdivision described as Sec. 13 Roads - Orlando Lake Forest, a place of which is recorded in Plat Book 60, Page 7-18, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, 19\_\_\_\_, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 March 4, 192002;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 March 4, 192002 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and

LAND DEVELOPMENT CODE

in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 19th day of December, 2001.

Address:

10172 Linn Station Road  
Louisville, KY 40223

Orlando Lake Forest Joint Venture (SEAL)

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

By: [Signature] Its: [Signature]  
(If a corporation)

ATTEST: [Signature] Its: S. V. P.  
(If a corporation)

Address:

P. O. Box 98  
Louisville, Ky 40201-0098

Lumbermans Mutual Casualty Company (SEAL)  
Surety

By: Raymond M. Hundley  
Its Attorney-in-Fact Raymond M. Hundley

ATTEST: Mary Joseph

(App E, LDC, through Supp 16).

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois (hereinafter collectively referred to as the "Company") do hereby appoint

Raymond M. Hundley , Jason D. Cromwell , James T. Smith , Brook T. Smith , James H. Martin ,  
John B. Manus and of LOUISVILLE , KY (EACH)

\*\*\*\*\*

their true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

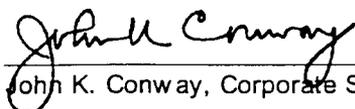
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this December 4, 2001.

Attested and Certified:

Lumbermens Mutual Casualty Company  
American Motorists Insurance Company  
American Manufacturers Mutual Insurance Company

  
John K. Conway, Corporate Secretary

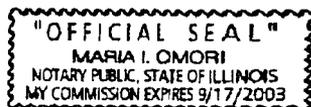


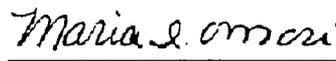
  
Gary J. Tully, Senior Vice President

STATE OF ILLINOIS SS

COUNTY OF LAKE SS

I, Maria I. Omori, a Notary Public, do hereby certify that Gary J. Tully and John K. Conway personally known to me to be the same persons whose names are respectively as Senior Vice President and Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Maria I. Omori, Notary Public  
My commission expires 9-17-03

CERTIFICATION

I, J. K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated December 4, 2001 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Gary J. Tully, who executed the Power of Attorney as Senior Vice President, was on the date of execution of the attached Power of Attorney the duly elected Senior Vice President of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this 19th day of December, 2001.



  
John K. Conway, Corporate Secretary

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