

Item # 30

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize the Release of Performance Bonds # 049-001-937 and 049-001-937 for Spring Creek Subdivision

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Cynthia Sweet **EXT.** 7443

Agenda Date 9/26/2006 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Authorize the release of Performance Bonds # 049-001-937 and 049-001-938 for Spring Creek subdivision, as requested by Morrison Homes, Inc., applicant.

District 3 Van Der Weide

BACKGROUND:

This subdivision is located on the east side of Bear Lake Road, approximately 1/8 mile north of the Seminole County/Orange County line, in Section 20, Township 21 South, Range 29 East.

The following Performance Bonds were required by the Land Development Code Section 35.44 (e) Additional Required Legal Submittals, (1) Bonds, to secure the construction and completion of the subdivision improvements for Spring Creek subdivision:

- Performance Bond # 049-001-937 is for water and sewer in the amount of \$19,004.70 (Liberty Mutual Insurance Company)
- Performance Bond # 049-001-938 is for roads, streets, and drainage in the amount of \$34,034.00 (Liberty Mutual Insurance Company)

The Performance Bonds were replaced with 2-year Maintenance Bonds # 049-001-935 and 049-001-936 to ensure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements are complete per the approved final engineering plan for the Spring Creek subdivision.

Reviewed by:	<u>KFT</u>
Co Atty:	<u>KFT</u>
DFS:	
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>cpdd02</u>

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bonds # 049-001-937 and 049-001-938 for subdivision improvements for Spring Creek, as requested by the applicant.

District 3 – Van Der Weide

Attachments: Copies of Performance Bonds

Performance Bond # 049-001-937 (Water and Sewer) – Exhibit A

Performance Bond # 049-001-938 (Roads, Streets, and Drainage) – Exhibit B

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Water and Sewer Systems)

KNOW ALL MEN BY THESE PRESENTS:

That we, Morrison Homes, Inc., hereinafter called the "Principal", and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter call "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of \$ 19,004.70, lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a plat of a certain subdivision known as Spring Creek has covenanted and agreed with Seminole County to construct sewer systems and water distribution systems, and other improvements (delete inapplicable improvements) based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated _____ day of April, 2005, and being on file with the Department of Public Works of Seminole County, Florida, and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specifications dated the 4th day of April, 2005, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

SEMINOLE COUNTY LAND DEVELOPMENT CODE

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to construct or pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

In witness whereof, The Principal and the Surety have executed these presents this the 4th day of April, 2005.

151 Southhall Lane, Suite 200
Maitland, Florida 32751

(Address)

(CORPORATE SEAL)

Morrison Homes, Inc.

(PRINCIPAL)

BY:

Leslie A. Peterson

(SIGNATURE)

its Division President

(TITLE)

Liberty Mutual Insurance Company

(SURETY)

BY:

Glenn W Manning

(SIGNATURE)

Glenn W. Manning

its Attorney-in-Fact

(CORPORATE SEAL)

INSURANCE COMPANY SIGNATURE FORM

FOR: SPRING CREEK
(Name of Project)

BOND NO. 049-001-937

SIGNED AND SEALED this 4TH day of April, 2005.

~~Resident Agent's Address~~

COUNTERSIGNED BY

(Florida Non-Resident Agent # A222483)

David Lawrence Robertson
One Glenlake Parkway, 11th Floor
Atlanta, Georgia 30328

Surety's Home Office

Liberty Mutual Insurance Company
3rd Floor, St. Michael's House
One George Yard, London EC3V 9DF

Liberty Mutual Insurance Company
Surety Company Name

BY: Glenn W Manning
Signature - As its Agent

Glenn W. Manning, Attorney-in-Fact
Print Name & Title

One Glenlake Parkway, 11th Floor
Address

Atlanta, Georgia 30328
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Michele P. Brown

Print Name

Signature

Rebecca H. McCarthy

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Forsyth

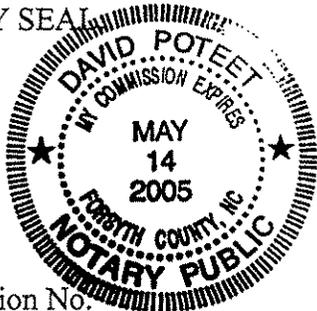
The foregoing instrument was acknowledged before me this 4th day of April, 2005.

Glenn W. Manning as Attorney-in-Fact (Title), on

behalf of the Surety identified herein, and who is personally known to me or who has produced

Himself (Type of Identification) as identification.

NOTARY SEAL



Notary Public

DAVID POTEET

Print Name of Notary

Commission No. _____

My Commission Expires: 5/14/05

Liberty Mutual Surety Bond Number 049-001-937

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint WILLIAM G. MOODY, FAYE B. WHEELER, MARY E. STEVENS, J. DAVID POLLACK, JR., GLENN W. MANNING, ISABEL D. MOON, ALL OF THE CITY OF ATLANTA, STATE OF GEORGIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 3rd day of January 2005.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of January, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2006
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company, in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 4th day of April, 2005.



By David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-800-898-0000 between 9:00 am and 4:00 pm EST on any business day.

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Roads, Streets, Drainage)

KNOW ALL MEN BY THESE PRESENTS:

That we, Morrison Homes, Inc., hereinafter called the "Principal", and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter call "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of \$ 34,034.00, lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a plat of a certain subdivision known as Spring Creek has covenanted and agreed with Seminole County to construct roads, streets and alleys, drainage as well as sidewalks, retention ponds, and other improvements (delete inapplicable improvements) based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated _____ day of April, 2005, and being on file with the County Engineer of Seminole County, Florida, and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specifications dated the 4th day of April, 2005, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

SEMINOLE COUNTY LAND DEVELOPMENT CODE

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to construct or pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

In witness whereof, The Principal and the Surety have executed these presents this the 4th day of April, 2005.

151 Southhall Lane
Maitland, Florida 32751

(Address)

(CORPORATE SEAL)

3rd Floor
St. Michaels House
London EC3V 9DF

(Address)

(CORPORATE SEAL)

Morrison Homes, Inc.
(PRINCIPAL)
BY: *Leslie A. Peter*
(SIGNATURE)
its Division President
(TITLE)

Liberty Mutual Insurance Company
(SURETY)
BY: *Glenn W. Manning*
(SIGNATURE)

Glenn W. Manning
its Attorney-in-Fact

INSURANCE COMPANY SIGNATURE FORM

FOR: SPRING CREEK
(Name of Project)

BOND NO. 049-001-938

SIGNED AND SEALED this 4TH day of April, 2005.

Resident Agent's Address

COUNTERSIGNED BY: 

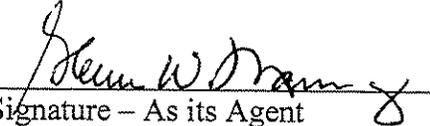
(Florida Non-Resident Agent # A222483)

David Lawrence Robertson
One Glenlake Parkway, 11th Floor
Atlanta, Georgia 30328

Surety's Home Office

Liberty Mutual Insurance Company
3rd Floor, St. Michael's House
One George Yard, London EC3V 9DF

Liberty Mutual Insurance Company
Surety Company Name

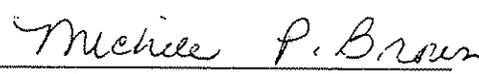
BY: 
Signature - As its Agent

Glenn W. Manning, Attorney-in-Fact
Print Name & Title

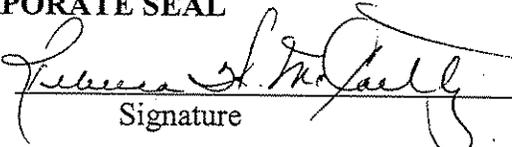
One Glenlake Parkway, 11th Floor
Address

Atlanta, Georgia 30328
City State Zip

WITNESSES OR CORPORATE SEAL


Signature

Michele P. Brown
Print Name


Signature

Rebecca H. McCarthy
Print Name

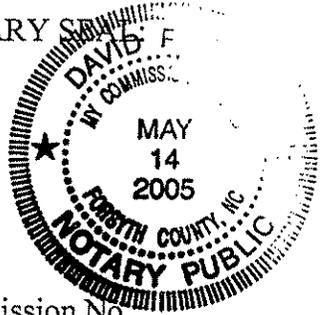
NOTARY ACKNOWLEDGMENT

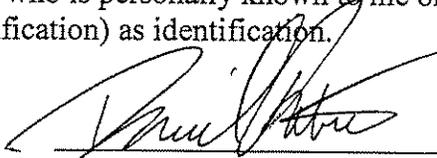
STATE OF Georgia

COUNTY OF Forsyth

The foregoing instrument was acknowledged before me this 4th day of April, 2005.
Glenn W. Manning as Attorney-in-Fact (Title), on
behalf of the Surety identified herein, and who is personally known to me or who has produced
himself (Type of Identification) as identification.

NOTARY PUBLIC




Notary Public

DAVID POTER
Print Name of Notary

Commission No. _____

My Commission Expires: 5/14/05

Liberty Mutual Surety Bond Number 049-001-938

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint WILLIAM G. MOODY, FAYE B. WHEELER, MARY E. STEVENS, J. DAVID POLLACK, JR., GLENN W. MANNING, ISABEL D. MOON, ALL OF THE CITY OF ATLANTA, STATE OF GEORGIA.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 3rd day of January, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of January, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 4th day of April, 2005.



By David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call