

MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Ave. E.
Bradenton, FL 34285

MANATEE COUNTY FLORIDA

Phone: 941-708-7450
Fax: 941-708-7502
www.myanatee.org

To: Susan Romine, Board Records Manager, Clerk of the Circuit Court

Thru: Sue Sandhoff, Fiscal Operations Division Manager *Sue Sandhoff*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: July 22, 2011

APPROVED IN OPEN SESSION

JUL 26 2011

**Subject: RIVER PLANTATION, PHASE II
PDR-96-15/05-~~5~~11 (F)
ACCEPT WETLAND MITIGATION SYSTEM AGREEMENT
ACCEPT SURETY BOND**

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Acceptance of**, and authorization for Chairman to execute the *River Plantation, Phase II Wetland Mitigation System Agreement* in the amount of \$61,619.30;
- **Acceptance of**, and authorization for Chairman to execute the Surety Bond in conjunction with the above Agreement;
- **Surety Bond No.** 105608240 issued through Travelers Casualty and Surety Company of America;
- **Amount of Security** \$61,619.30.

SS/jo

cc: Records Management
Doug Means, Planning Division Mgr., Building & Development Svc.
Joel Christian, Environmental Program Mgr, Building & Development Svc.
Dorothy Rainey, Environmental Planner, Building & Development Svc.

Attachments

**RIVER PLANTATION, PHASE II
WETLAND MITIGATION SYSTEM
AGREEMENT**

JUL 27 2011

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

This **SURETY AGREEMENT** ("Agreement") is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida ("Manatee County" or "County"); and **CL REALTY, LLC**, a Florida limited liability company with an address of 3330 Cumberland Boulevard, Suite 275, Atlanta, GA 30339 ("Developer").

RECITALS

WHEREAS, Developer has made application to the County for approval of a site plan or final plat identified as **RIVER PLANTATION, PHASE II** (the "Project") to be developed on the property described in Exhibit "A", attached hereto and incorporated herein, (the "Property"); and

WHEREAS, in connection with the Project, Developer has submitted a Wetland Mitigation Plan, which is on file with the County's Planning Department and has been approved by the County, that provides for and requires the construction, maintenance, and operation of a Wetland Mitigation System; and

WHEREAS, Developer desires to obtain approval of the site plan or final plat for the Project; and

WHEREAS, the Developer is the responsible entity for construction, maintenance, and operation of the Wetland Mitigation System; and

WHEREAS, Section 719 of the Manatee County Land Development Code (the "Code") requires that Developer tender to the County a security, bond, escrow, or other form of surety acceptable to the County in the amount of one hundred fifteen percent (115%) of a cost estimate, certified by the Engineer of Record, of the estimated or actual costs and expenses of wetland mitigation construction, planting, maintenance, and monitoring the County may incur should the Developer fail to comply with or perform any requirement of the Wetland Mitigation Plan; and

WHEREAS, Developer has submitted such estimate certifying the construction, maintenance, and operation costs as **SIXTY-ONE THOUSAND SIX HUNDRED NINETEEN & 30/100** dollars (**\$61,619.30**), as shown on Exhibit "B", attached hereto and incorporated herein.

WHEREAS, the Developer herewith tenders to the County **SURETY BOND** (Type of Security), Number **105608240**, dated **MAY 19, 2011**, with **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** (Financial Institution), in the amount of **SIXTY-ONE THOUSAND SIX HUNDRED NINETEEN & 30/100** Dollars (words), **\$ 61,619.30** (numbers), expiring on the **19TH** day of **MAY, 2014**.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Developer's Obligations. The Developer hereby agrees to construct, maintain, and operate a Wetland Mitigation System such that the constructed mitigation (i) provides an equal or greater habitat function than the wetland being replaced, (ii) complies with the approved Wetland Mitigation Plan, and (iii) otherwise fully complies with Section 719 of the Code and all other applicable regulations, requirements, and agreements. Further, the Developer hereby agrees that it will correct any deleterious effects on wetlands or adjacent areas that may result from non-compliance with the Wetland Mitigation Plan.
2. Surety Requirement. Within sixty (60) days following execution of this Agreement, Developer shall tender to the County's Planning Director a performance and defect bond, letter of credit, or other surety in form and substance reasonably acceptable to the County (the "Security") in the amount of **SIXTY-ONE THOUSAND SIX HUNDRED NINETEEN & 30/100** dollars (**\$61,619.30**), such amount being one hundred fifteen percent (115%) of the certified cost estimate. Said Security shall be issued by a bank or other financial institution authorized to transact business in the State of Florida (the "Surety Company"). Said Security shall remain valid throughout the effective period of this Agreement, as described in Paragraph 6 herein. Further, the Security shall not be canceled with less than ninety (90) days written notice to the County, provided by hand delivery or certified mail. Any such cancellation must be accompanied by the tender of an adequate replacement security, failing which a stop work order, requiring immediate cessation of any land alteration activities, shall be posted against all development activities occurring or permitted on the Property.
3. County's Obligation. Upon tendering of the Security by the Developer as required by Paragraph 2 hereof, the County may approve the applied-for site plan or final plat provided that all other requirements for such approval have been met.
4. County's Remedies. If the Developer should (i) fail or refuse to construct, maintain, or operate, to the reasonable satisfaction of the County, the required Wetland Mitigation System, (ii) fail to correct any deleterious effects on wetlands or adjacent areas during the effective period of this Agreement, or (iii) fail to maintain the security for its obligations hereunder in accordance with Section 2, hereof, and Section 719 of the Code, the County, at its sole option and upon ten (10) days written notice to the Developer, shall have the right to draw upon the security and enter upon the Property, to construct, maintain, and operate the aforesaid Wetland Mitigation System, and/or to correct any deleterious effects on wetlands or adjacent areas. Nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer or to collect against the Security posted for the Wetland Mitigation System.
5. Indemnity. The Developer shall indemnify and hold harmless the County against and from all claims, costs, fees, expenses, damages, injuries, or loss, whether direct or consequential, including without limitation all engineering, legal, and contingent costs and fees, which the County may sustain due to the failure of the Developer to fulfill its obligation as described herein during the time period specified, without regard to the amount of the Security. In the event the County exercises this right, the Developer shall reimburse the County for all costs and expenses.

6. Effective Date and Expiration. This Agreement shall be effective upon execution and shall continue in effect through a date five (5) years following the date on which construction of the required Wetland Mitigation System is deemed complete pursuant to Section 719 of the Code (i.e., the system has been certified by the Engineer of Record to have been constructed in compliance with the approved Wetland Mitigation Plan, and the County has completed an on-site review and approved the construction). Upon or prior to the expiration of said five (5) year period, Developer shall record in the public records of the County documents providing that the Developer and his successors shall be responsible for ongoing maintenance, data collection, and reporting for the Wetland Mitigation System.
7. No Development Rights Conferred. The parties understand, acknowledge, and agree that, unless otherwise specifically provided for herein, no approval is given hereby for the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer or the Property; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations and all development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.
8. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.
10. Partial Invalidity. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

- 11. Assignment. County specifically understands that the obligations of Developer herein may be assigned to a subsequent developer of the Project and that the rights and obligations of Developer herein shall run with the Project. The term "Assignment" shall not include acts by the Developer's primary contractor in subcontracting or ordering materials for portions of the Realignment Improvements.
- 12. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto.
- 13. Notices. Every notice, request, or other communication provided for in this Agreement shall be in writing and shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:

Manatee County
Attn: Director, Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

With copies to:

Manatee County
Attn: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

Manatee County
Attn: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to the Developer:

Christopher Smith
Vice President, Real Estate
3330 Cumberland Boulevard, Suite 275
Atlanta, GA 30339

With a copy to:

{NAME & ADDRESS}

[SIGNATURE PAGE FOLLOWS]

Wetland Mitigation Agreement

For: River Plantation, Ph II
Project Name

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

MANATEE COUNTY, a political
subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]
Chairman

ATTEST: R. B. SHORE,
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Date: July 26, 2011

CL REALTY, LLC
a Delaware limited liability company

By: [Signature] CPS

Print Name: Michael Quinley

Title: Executive Vice President

Date: 5/20/2011

WITNESSES:

[Signature]
Signature

CHRISTOPHER SMITH
Print Name

[Signature]
Signature

Denise Arredondo
Print Name

EXHIBIT "A"

THAT PORTION OF SECTIONS 8, 9, 10, 16 AND 17, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°02'12"W., 33.00 FEET; THENCE LEAVING SAID LINE ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY OF MULHOLLAND ROAD, S.89°53'48"E., 2623.48 FEET ALONG A LINE 33.0 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°06'12"W., 9.00 FEET TO THE POINT OF BEGINNING; THENCE S.89°53'48"E., 58.81 FEET; THENCE N.89°43'52"E., 5,321.66 FEET; THENCE S.29°49'48"E., 265.49 FEET; THENCE S.73°06'48"E., 263.17 FEET; THENCE N.69°25'12"E., 52.70 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF GAMBLE CREEK AS APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ON JANUARY 9, 2002, FILE NUMBER 2802 AND POINT "A"; THENCE MEANDER SOUTHWESTERLY ALONG SAID MEAN HIGH WATER LINE AS WITNESSED BY THE FOLLOWING 19 COURSES: S.33°53'15"W., 113.34 FEET; THENCE N.76°31'32"W., 532.19 FEET; THENCE N.02°26'21"W., 98.87 FEET; THENCE S.77°20'54"W., 312.04 FEET; THENCE S.70°16'33"W., 277.13 FEET; THENCE S.08°56'57"E., 181.42 FEET; THENCE S.27°13'27"E., 489.74 FEET; THENCE S.38°06'56"W., 650.29 FEET; THENCE N.46°12'12"W., 428.55 FEET; THENCE S.79°59'15"W., 504.40 FEET; THENCE N.21°44'58"W., 429.91 FEET; THENCE S.81°08'47"W., 434.25 FEET; THENCE S.54°30'25"W., 417.49 FEET; THENCE S.49°41'26"W., 541.50 FEET; THENCE S.73°26'06"W., 463.25 FEET; THENCE S.01°55'57"W., 205.23 FEET; THENCE S.62°52'48"W., 409.51 FEET; THENCE N.60°47'56"W., 377.91 FEET; THENCE S.34°01'09"W., 298.43 FEET TO POINT "B"; THENCE LEAVING SAID MEAN HIGH WATER LINE, N.49°54'09"W., 219.66 FEET; THENCE N.84°37'27"W., 10.00 FEET; THENCE N.35°44'17"W., 71.02 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,153.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 2.76 FEET THROUGH A CENTRAL ANGLE OF 00°08'13" (CHORD BEARING N.54°11'37"E. 2.76 FEET) TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,502.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 71.66 FEET THROUGH A CENTRAL ANGLE OF 02°44'01" (CHORD BEARING N.55°29'31"E., 71.65 FEET); THENCE N.33°08'29"W., 128.00 FEET; THENCE N.30°13'47"W., 50.06 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE, 38.51 FEET THROUGH A CENTRAL ANGLE OF 88°14'59" (CHORD BEARING N.78°55'48"W. 34.81 FEET); THENCE N.34°48'18"W., 162.07 FEET; THENCE N.55°11'42"E., 162.77 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 11.45 FEET THROUGH A CENTRAL ANGLE OF 06°33'40" (CHORD BEARING S.50°46'54"E. 11.44 FEET) TO A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,584.67 FEET; THENCE EASTERLY ALONG SAID CURVE, 141.11 FEET THROUGH A CENTRAL ANGLE OF 05°06'07" (CHORD BEARING N.70°27'48"E. 141.07 FEET) TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 53.01 FEET THROUGH A CENTRAL ANGLE OF 75°55'45" (CHORD BEARING N.35°02'59"E., 49.21 FEET); THENCE N.02°54'53"W., 277.57 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,066.89 FEET; THENCE NORTHERLY ALONG SAID CURVE, 69.32 FEET THROUGH A CENTRAL ANGLE OF 03°43'21" (CHORD BEARING N.06°59'29"W. 69.31 FEET) TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,242.21 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 536.30 FEET THROUGH A CENTRAL ANGLE OF 24°44'10" (CHORD BEARING S.61°02'22"W. 532.14 FEET); THENCE N.40°11'56"W., 228.67 FEET; THENCE N.28°02'36"W., 51.15 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 955.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 704.47 FEET THROUGH A CENTRAL ANGLE OF 42°15'55" (CHORD BEARING N.21°01'45"W. 688.61 FEET); THENCE N.00°06'12"E., 53.21 FEET; THENCE N.89°53'48"W., 24.58 FEET; THENCE N.00°06'12"E., 11.22 FEET; THENCE N.89°53'48"W., 57.50 FEET; THENCE N.00°06'12"E., 130.00

FEET; THENCE S.89°53'48"E., 9.86 FEET; THENCE N.00°06'12"E., 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 167.71 ACRES, MORE OR LESS.

**SURETY BOND
FOR GUARANTEEING PERFORMANCE OF A
WETLAND MITIGATION SYSTEM**

BOND NO. 105608240

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, CL Realty, L.L.C., as Principal, and ^{Travelers Casualty and} Surety Company of America, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of ^{Sixty One Thousand, Six Hundred} Nineteen & 30/100 (Words) \$61,619.30 (Numbers), for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the Agreement In Conjunction with Surety Bond for Guaranteeing Performance of a Wetland Mitigation System ("Agreement").

THE CONDITION of the above obligation is such that the Principal has entered into the Agreement, dated July 26 2011, with the obligation

1. to construct, maintain and operate said Wetland Mitigation System ("System") such that it provides an equal or greater habitat than the habitat it replaced; and
2. to warrant that such System is fully functioning and free from defects or failures; and
3. to correct any deleterious effects on wetlands or adjacent areas that result from noncompliance with the Wetland Mitigation Plan.

NOW, THEREFORE, if the Obligee's inspection of the System finds the Principal has constructed, maintained and operated the System in compliance with the approved Wetland Mitigation Plan for the period up to and including sixty (60) months from the date of the Certification by the Principal that the mitigation is constructed in accordance with the approved Wetland Mitigation Plan, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect. If defects or failures are found in Principal's construction, maintenance or operation of the System, and the defects or failures are not remedied in accordance with the terms of the attached "Agreement", which is hereby incorporated herein by reference, the Surety, upon written request by the County Planning Director, shall forthwith pay to the Obligee the

ACCEPTED IN OPEN SESSION

JUL 27 2011

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

Wetland Mitigation System Agreement

River Plantation

Project Name

BOND NO. 105608240

costs of correcting the defects or failures in an amount not exceeding the said sum specified above. It is agreed and understood that the liability of the Principal is in no way limited by this Bond. The amount of money to be paid by the Surety shall be determined by the County's estimated or actual costs to be incurred to repair the defects or failures. Means of notification of intent to collect shall be by certified mail to the Surety at the address listed below. Payment shall be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners of Manatee County, Florida at Post Office Box 1000, Bradenton, Florida 34206, c/o Chairman.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Required Improvements Agreement shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

The Surety reserves the right to cancel this bond by giving ninety (90) days notice in writing to said Obligee, provided by hand delivery or certified mail.

INSURANCE COMPANY SIGNATURE FORM

FOR: River Plantation
(Name of Project)

BOND NO. 105608240

SIGNED AND SEALED this 19th day of May, 20 11

Travelers Casualty and Surety Company of America

Surety Company Name

By: Kathy L. Fagan
Signature

Kathy L. Fagan, Attorney-in-Fact

Print Name & Title

One Tower Square

Address

Hartford, CT 06183

City

State

Zip

WITNESSES OR CORPORATE SEAL

Tiffany C. Massey
Signature

Tiffany Massey, Witness

Print Name

Wendy A. Casey
Signature

Wendy A. Casey, Witness

Print Name

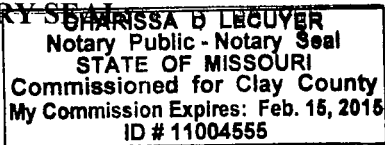
NOTARY ACKNOWLEDGMENT

STATE OF: Missouri

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 19th day of May, 20 11, by Kathy L. Fagan as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL



Charissa D. Lecuyer
Notary Public

Charissa D. Lecuyer

Print Name of Notary

Commission No. 11004555

My Commission Expires: 2/15/2015

DEVELOPER SIGNATURE FORM

FOR: River Plantation
(Name of Project)

BOND NO. 105608240
MAY, 2011

SIGNED AND SEALED this 20TH day of

By: CL REALTY LLC

(If attorney-in-fact
Attach Power of Attorney)

[Signature]
Developer
Signature
Christopher L. Nines

Type or Print Name
6300 BEE CAVE ROAD BUILDING II #501

Postal Address
AUSTIN, TX 78746
City State Zip

[Signature]
Signature
BYRON RITS
Print Name

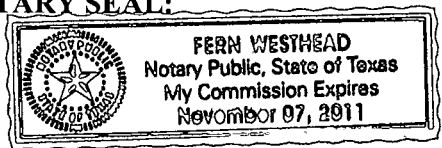
WITNESSES OR CORPORATE SEAL
[Signature]
Signature
George Rosales
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Travis

The foregoing instrument was acknowledged before me this 20th day of May, 2011, by CHRISTOPHER NINES as CEO (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced TX DL # 16304152 (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
FERN Westhead
Print Name of Notary

Commission No. _____ My Commission Expires: 11/07/2011

Approved and accepted for and on behalf of Manatee County, Florida, this 26th day of July, 2011.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA
BY: [Signature]
Chairman

ATTEST: [Signature] Deputy Clerk
R. B. Shore, Clerk of the Circuit Court





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. 223339

Certificate No. 004103215

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

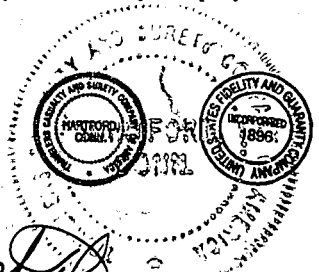
Melissa D. Evans, Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Laura M. Murren, Nancy A. Clover, Mark Duggan, Charissa D. Lecuyer, Evan D. Sizemore, and David M. Lockton, and Kathleen M. Coen

of the City of Kansas City, State of Missouri, 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 2nd day of March 2011.

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: George W. Thompson, Senior Vice President

On this the 2nd day of March 2011, 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.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, 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

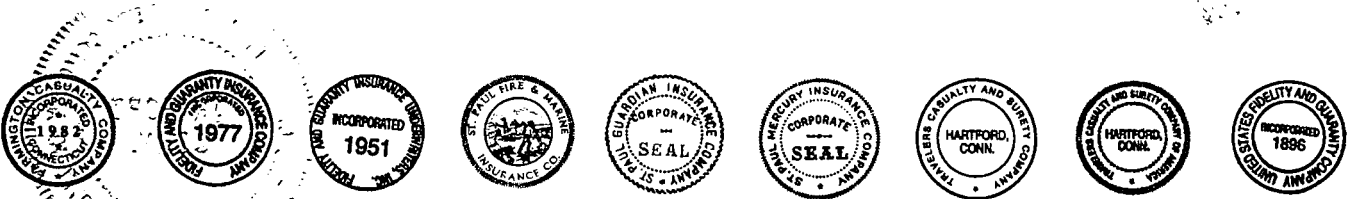
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of 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.

MAY 19 2011

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

Kori M. Johanson
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.