RESOLUTION NO. 23-80

SCOTTS PINE MEADOWS UNIT II
COUNTY IMPROVEMENT DISTRICT

THAT WHEREAS, on the 7th day of January, 1980, the Board of Directors of the Scotts Pine Meadows Unit II County Improvement District adopted a Resolution ordering certain work to be done; and

WHEREAS, a Notice of Passage of the Resolution ordering work and inviting bids was posted and published as required by law; and

WHEREAS, sealed bids having been opened and read in accordance with A.R.S. Sec. 11-721 at the time and place and as provided in the invitation of bids on a Contract to construct street improvements, and it having determined, upon the finding and report of the Superintendent of Streets that:

Black Rock Construction Inc

is the lowest qualified bidder.

THEREFORE, BE IT RESOLVED THAT:

1. It is hereby ordered this 12th day of February, 1980 that the Contract be awarded to Black Rock Construction Inc, in accordance with the bid submitted, in an amount not to exceed $ 133 415.20, and that the same be entered into in accordance with law by the Board of Supervisors on Tuesday, the 11 day of March, 1980

2. That the Contract and all work done thereunder shall be in accordance with the plans and specifications prepared by the District's Engineer, said plans and specifications having been heretofore filed with the Clerk of this District. Any change orders must be approved by this Board.

3. This award is contingent upon the payment of assessments and sale of bonds by the District in sufficient amount to pay the costs of said improvements. The issuance of the Notice to Proceed with the work shall be deemed a waiver of this contingency and said Notice shall only be issued after the bonds are sold and monies collected

4. That the Clerk of this Board shall execute a Notice of Award and shall cause the same to be published as required by A.R.S. Sec. 11-722.

ADOPTED this 12th day of February, 1980.

Norman N. Gurly

Johnny L. Butler

_____

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly passed and adopted at a regularly held meeting of the Board of Directors of the Scotts Pine Meadows Unit II County Improvement District, Navajo County, Arizona, on the 12th day of February, 1980.

Connie Mazon

Connie Mazon
Clerk of the Board
Navajo County Board of Supervisors

SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT

BID PROPOSAL

NAVAJO COUNTY BOARD OF SUPERVISORS
AS BOARD OF DIRECTORS FOR THE
SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT
GOVERNMENTAL COMPLEX, SOUTH HIGHWAY 77
HOLBROOK, ARIZ. 86025

GENTLEMEN:

In response to the notice imviting Proposals or Bids for the construction of the improvements in the Scotts Pine Meadows County Improvement District, the undersigned bidder, having carefully examined the site of the work, and having read the Contract Documents pertaining to the work, hereby proposes to furnish all labor, equipment, and materials necessary to perform all the work as specified in the Resolution of Intention and included in the Plans Specifications and other Contract Documents for the following unit prices.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE WORDS	UNIT PRICE	TOTAL AMOUNT
1-	Clearing & Grubbing	5754 L.F.	Fifty cents	.50	2877.00 ✓
2-	Culverts 30 inch	24 L.F.	Thirty five dollars	35.00	840.00 ✓
3-	Culverts 24 inch	40 L.F.	thirty dollars	30.00	1,200.00 ✓
4-	Culverts 18 inch	288 L.F.	twenty seven dollars	27.00	7776.00 ✓
5-	Ditch Excavation Roads	11080 L.F.	One dollar and fifteen cents	1.15	12,742.00 ✓
6-	Ditch Excavations Easements	120 L.F.	Five dollars	5.00	600.00 ✓
7-	Road Excavation	400 C.Y.	Five dollars	5.00	2,000.00 ✓
8-	Subgrage Preparation	5754 L.F.	Two dollars	2.00	11,508.00 ✓
9-	Base Course	5540 C.Y.	Four dollars	4.00	22,160.00 ✓
10-	Crushed Surfacing	922 C.Y.	Ten dollars and fifteen cents	10.15	9,358.30 ✓
			TOTAL BASIC BID		71,061.30 ✓

SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT
BID PROPOSAL CONTINUED

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE WORDS	UNIT PRICE	TOTAL AMOUNT
ALTERNATE NUMBER 1, ES-7 thru ES-9					
1-	Asphaltic Concrete	1950 Ton	Thirty five dollars	35.00	68,250.00
2-	Seal Coating	14934 S.Y.	Eighty cents	.80	11,947.20
		TOTAL AMOUNT ALTERNATE NUMBER 1			80,197.20
ALTERNATE NUMBER 2, ES-11 thru ES-16					
1-	EMULSIFIED ASPHALT PUGMILL MIX	1950 Ton			
2-	Seal Coating as Above	14934 S.Y.			
		TOTAL AMOUNT ALTERNATE NUMBER 2			

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO AWARD ONLY THE BASIC BID. THEY ALSO RESERVE THE RIGHT TO AWARD THE BASIC BID WITH EITHER THE ABOVE ALTERNATE NUMBER 1 or with Alternate Number 2.

This proposal is accompanied by a bid bond in the amount of $ 5% of principal Bid. The undersigned Bidder agrees to furnish all the required Performance and Labor Bonds and to enter into a Contract for all the work within the time specified and required by Section 11-722 Arizona Revised Statutes and any reference to said Contract in said Bid Bond shall be deemed to include said Contract Bonds.

Dated this 12th day of February 1980.

Jerrold L. Hatch

HATCH CONSTRUCTION & PAVING
DBA Sheldon G. Hatch
CONTRACTOR OR BIDDER

A
CLASS

17162
LICENSE NUMBER

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland
(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT SHELDON G. HATCH DBA HATCH CONSTRUCTION AND PAVING

of TAYLOR, ARIZONA

, as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto NAVAJO COUNTY BOARD OF SUPERVISORS, HOLBROOK ARIZONA

as Obligee, in the full and just sum of ----------FIVE PERCENT OF PRINCIPAL'S BID---------- Dollars,

lawful money of the United States, for the payment of which sum, 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 said Principal is herewith submitting its proposal
construction of 5464 lineal feet, Asphaltic Concrete Paving in Scotts Pine Meadow Unit Two Subdivison together with all necessary grading, culverts etc. in accordance with the plans and Specifications.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered February 12, 1980
(Date)

SHELDON G. HATCH DBA HATCH CONSTRUCTION AND PAVING (SEAL)

Sheldon G Hatch (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

P. E. Hancock
P. E. HANCOCK Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 90126

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

P. E. Hancock

of the City of Show Low, State of Arizona, its true and lawful attorney in and for the State of Arizona

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

P. E. Hancock

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 30th day of November, A. D. 19 79

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Bertram W. Sealy, Jr.
Vice-President.

(SEAL)

(Signed) William J. Phelan
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 30th day of November, A. D. 19 79 before me personally came Bertram W. Sealy, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William J. Phelan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Bertram W. Sealy, Jr. and William J. Phelan were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 82

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 30th day of November, A. D. 1979

(SEAL) (Signed) William Allen
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Mark F. Boyer, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

P. E. Hancock

of Show Low, Arizona, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on FEBRUARY 12, 1980
(Date)

Mark F. Boyer

Assistant Secretary.

SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT
BID PROPOSAL CONTINUED

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE WORDS	UNIT PRICE	TOTAL AMOUNT
ALTERNATE NUMBER 1, ES-7 thru ES-9					
1-	Asphaltic Concrete	1950 Ton	NO	Bid	
2-	Seal Coating	14934 S.Y.			
		TOTAL AMOUNT ALTERNATE NUMBER 1			
ALTERNATE NUMBER 2, ES-11 thru ES-16					
1-	EMULSIFIED ASPHALT PUGMILL MIX	1950 Ton	thirty three	33.00	64,350.00
2-	Seal Coating as Above	14934 S.Y.	Sixty Cents	.60	8960.40
		TOTAL AMOUNT ALTERNATE NUMBER 2			73 310.40

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO AWARD ONLY THE BASIC BID. THEY ALSO RESERVE THE RIGHT TO AWARD THE BASIC BID WITH EITHER THE ABOVE ALTERNATE NUMBER 1 or with Alternate Number 2.

This proposal is accompanied by a bid bond in the amount of $ 7500.00.
The undersigned Bidder agrees to furnish all the required Performance and Labor Bonds and to enter into a Contract for all the work within the time specified and required by Section 11-722 Arizona Revised Statutes and any reference to said Contract in said Bid Bond shall be deemed to include said Contract Bonds.

Dated this 12 day of Feb 1980

Black Rock Const. inc
CONTRACTOR OR BIDDER

045007-003
LICENSE NUMBER

SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT
BID PROPOSAL

NAVAJO COUNTY BOARD OF SUPERVISORS
AS BOARD OF DIRECTORS FOR THE
SCOTTS PINE MEADOWS COUNTY IMPROVEMENT DISTRICT
GOVERNMENTAL COMPLEX, SOUTH HIGHWAY 77
HOLBROOK, ARIZ. 86025

GENTLEMEN:

In response to the notice imviting Proposals or Bids for the construction of the improvements in the Scotts Pine Meadows County Improvement District, the undersigned bidder, having carefully examined the site of the work, and having read the Contract Documents pertaining to the work, hereby proposes to furnish all labor, equipment, and materials necessary to perform all the work as specified in the Resolution of Intention and included in the Plans Specifications and other Contract Documents for the following unit prices.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE WORDS	UNIT PRICE	TOTAL AMOUNT
1-	Clearing & Grubbing	5754 L.F.	One Dollar Fifty Cents	1.50	8631.00
2-	Culverts 30 inch	24 L.F.	Twenty Five Dollars	25.00	600.00
3-	Culverts 24 inch	40 L.F.	Twenty Dollars	20.00	800.00
4-	Culverts 18 inch	288 L.F.	Seventeen Dollars Eighty Five cents	17.85	5140.80
5-	Ditch Excavation Roads	11080 L.F.	Thirty Cents	.30	3324.00
6-	Ditch Excavations Easements	120 L.F.	Two Dollars	2.00	240.00 ~~420.00~~
7-	Road Excavation	400 C.Y.	Two Dollars Fifty Cents	2.50	1000.00
8-	Subgrage Preparation	5754 L.F.	One Dollar	1.00	5754.00
9-	Base Course	5540 C.Y.	Five Dollars	5.00	27700.00
10-	Crushed Surfacing	922 C.Y.	Seven Dollars Fifty cents	7.50	6915.00
			TOTAL BASIC BID		60,104.80

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19_____, by and between _____, hereinafter called "OWNER"
(Name of Owner), (an Individual)

and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
SCOTTS FIRE MEADOWS UNIT TWO COUNTY IMPROVEMENT DISTRICT

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2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) Advertisement For BIDS

(B) Information For BIDDERS

(C) BID

(D) BID BOND

(E) Agreement

(F) General Conditions

(G) SUPPLEMENTAL GENERAL CONDITIONS

(H) Payment BOND

(I) Performance BOND

(J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by MATKIE ENGINEERS INC.
numbered 1 through 3, and dated [illegible],
19 _____

(N) SPECIFICATIONS prepared or issued by MATKIE ENGINEERS INC.
_____,
dated August, 19 79.

(O) ADDENDA:

No. _____, dated _____, 19_____

No. _____, dated _____, 19_____

No. _____, dated _____, 19_____

No. _____, dated _____, 19_____

No. _____, dated _____, 19_____

No. _____, dated _____, 19_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of
(Number of Copies)
which shall be deemed an original on the date first above written.

OWNER:

_____

BY _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

Title _____

CONTRACTOR:

Black Rock Const. inc

BY Phill E McKinnon

Name PHILL E McKINNON
(Please Type)

Address Box 789
Holbrook AZ 86025

(SEAL)

ATTEST:

Grace McKinnon

Name Grace McKINNON
(Please Type)

Box 789 Holbrook AZ 86025

_____

0900-0059 1006 54

Dependable Insurance Company Inc.

JACKSONVILLE, FLORIDA 32207

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Black Rock Construction, Inc., P. O. Box 789, Holbrook, Az. 86025
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and DEPENDABLE INSURANCE COMPANY, INC.
P.O. Box 10169, Jacksonville, Florida 32207

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto Scottspine Meadows County Improvements District, Unit II, c/o Clerk of Board of Supervisors, Navajo County Governmental Complex, Holbrook, Az. 86025
(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Total Amount of

Bid Not to Exceed Seven Thousand Five Hundred and No/00 -Dollars ($ - -),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Street Paving - Wagon Wheel Subdivision
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of February, 1980.

Black Rock Construction, Inc.
(Principal) (Seal)

(Witness)

Phill E McKinna
(Title) Pres.

Dependable Insurance Company, Inc.
(Surety) (Seal)

R. L. Lynger
(Witness)

Donald N. Moore
Donald N. Moore Attorney-in-Fact

FORM 310

0000-0059 1006 54

DEPENDABLE INSURANCE COMPANY, INC.

JACKSONVILLE, FLORIDA

№ 6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Dependable Insurance Company, Inc., a Corporation in the State of Florida, having its principal office in Jacksonville, State of Florida, pursuant to the following applicable paragraphs of Article VIII of the By-laws of the Company:

"The President or a Vice-President may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulations, undertakings, receipts, release, deeds, releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attesed where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instruments by a Secretary or an Assistant Secretary.

The President may with the concurrence of the Secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the Company any of said instruments and undertakings and to affix the seal of the Company thereto where necessary or desirable," does hereby make, constitute and appoint

DONALD N. MOORE of ALBUQUERQUE, NEW MEXICO

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

Specifically and only on BID BONDS in an amount not exceeding $50,000 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind DEPENDABLE INSURANCE COMPANY, INC. thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney expires on July 1, 1982.

IN WITNESS WHEREOF, the Dependable Insurance Company, Inc. has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed.

DEPENDABLE INSURANCE COMPANY, INC.

C. Herman Terry

C. Herman Terry, President

State of Florida
County of Duval ss.

Attest: H T Nelson

H. T. Nelson, Secretary

On this 12th day of January, 1979, before the subscriber, a Notary Public of the State of Florida in and for the County of Duval duly commissioned and qualified, came C. Herman Terry and H. T. Nelson of the Dependable Insurance Company, Inc., to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the By-laws of said Company, referred to in the preceding instrument, are now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Jacksonville, Florida the day and year above written.

Mary Frances Bailey

MARY FRANCES BAILEY
NOTARY PUBLIC, State of Florida at Large
My Commission Expires May 12, 1980

State of Florida
County of Duval ss.

CERTIFICATE

I, the undersigned, Secretary of DEPENDABLE INSURANCE COMPANY, INC. a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that Article VIII of the By-laws of the Company, as set forth in the Certificate of Authority is now in force.

Signed and Sealed at the Home Office of the Company, at Jacksonville, Florida, Dated this 8th day of February, A.D., 1980.

H T Nelson

Secretary

FORM 808