



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. 214459

Certificate No. 003715179

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

Gene M. Dietzman, Gloria Bruning, James P. Dooney, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Tamara A. Ringeisen, and Brent Olson

of the City of Portland, State of Oregon, 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 14th day of June, 2010.

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: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of June, 2010, 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.



[Signature]
Marie C. Tetreault, Notary Public

Heartwood Construction Inc.

POST OFFICE BOX 791 • Corvallis • OR • 97339
(541)929-3956 • FAX (541)929-4702
CCB# 45327

SUBCONTRACT

PROJECT: Keller Williams Building SUBCONTRACT No. : 260-2292-5
OWNER: Gables Partners LLC

Subcontractor: **Professional Landscape and Irrigation Inc.**
P.O. Box 1753
Roseburg, Or 97470

DESIGN PROFESSIONAL (Reiter Design Group): Drawings approved by the City of Corvallis for 1121 NW Ninth Street.

SUBCONTRACT WORK. Subcontractor shall furnish labor, equipment and services as necessary to complete the following work as described in Attachment A.

Price: \$26,721.00

(Twenty Six Thousand, Seven Hundred Twenty One Dollars 00/100)

Contractor may issue joint checks. Submit list of suppliers with invoices upon first draw request (supplier list in billing packet). Conditional Lien releases required with each invoice. Unconditional Lien Release with final invoice. NO PAYMENTS PROCESSED WITHOUT INSURANCE CERTIFICATES, SUPPLIER LISTING AND SIGNED SUBCONTRACTS RETURNED TO CENTURY.

Additional Sheets Attached: Attachments 'A' and 'B', Terms and Conditions of this Subcontract are attached hereto.

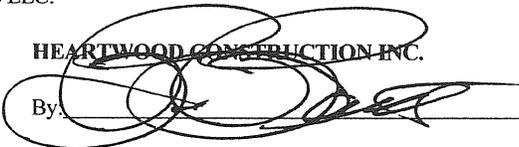
Subcontractor represents that it has inspected the Project and has made all investigations essential to a full understanding of the difficulties which it may encounter in performing the Subcontract Work. Subcontractor further represents that it has carefully reviewed and examined the Subcontract Documents, Plans and Specifications which are: this Subcontract and its Terms and Conditions.

Dates to be on site and working days to complete project:

THIS WRITTEN SUBCONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN HEARTWOOD CONSTRUCTION INC. AND SUBCONTRACTOR, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS SUBCONTRACT. THIS SUBCONTRACT SHALL BE CHANGED, AMENDED, OR MODIFIED ONLY IN WRITING SIGNED BY CENTURY CONSTRUCTORS LLC.

Dated: 5-17-20c

HEARTWOOD CONSTRUCTION INC.

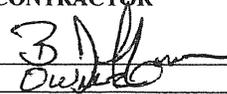
By: 

ACCEPTANCE

ALL TERMS AND CONDITIONS AND ATTACHMENTS ATTACHED HERETO ARE PART OF THIS SUBCONTRACT AND ARE IRREVOCABLY ACCEPTED BY SUBCONTRACTOR'S SIGNATURE BELOW OR BY SUBCONTRACTOR'S COMMENCEMENT OF THE WORK.

Dated: 5-27-10

SUBCONTRACTOR

By: 

Title: District

PROFESSIONAL LANDSCAPES AND IRRIGATION, INC.

"The Finest in Quality Landscaping"
License #5866 & 12106

February 4, 2010

Century Constructors
Attn: Peter
PO Box 13969
Salem, OR 97305
503 589 9797 503 589 9951
Re: Gables Building Corvallis

Peter,

Here is the copy of my notes that we discussed yesterday.

Soil=175 yards	\$2100
1" rock= 8yards	\$120
Cad Truck 27hours	\$2400
Sod= 6024 sq ft	\$1650
Plants= 212	\$2651 (7, 5gal, 2, 3gal, 25gal, 1gal)
Trees=23	\$2,210 (1 1/2'-2")
Mulch= 20 yards	\$690
Fabric= 2rolls @6'	\$150
Boulders 18"-40" 20	\$970
Irrigation= 8 zones	\$2830
Miscellaneous	\$250 (inspections, fertilizer ect..)
Clean up	
Labor @ \$115 @ 80 hours (no travel time)	\$9200
Profit= @ 6%	<u>\$1500</u>
Total	\$26,721

Call me with any questions you may have.

Respectfully,


Brad Jefferson