

# MAINTENANCE BOND

## City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Walters Excavating, LLC  
 (hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc.  
 A Corporation duly organized under the laws of the State of Iowa  
 and duly licensed to transact business in the State of Missouri  
 (hereinafter called Surety), as Surety, are held and firmly bound into the City of Lee's Summit,  
 Missouri (hereinafter called Obligee, in the sum of (50% of the total monies paid or to be paid to the  
 contractor upon completion of the work)  
 (\$ 481,392.50) Four Hundred Eighty-One Thousand Three Hundred  
Ninety-two dollars and Fifty Cents DOLLARS,  
 for the payment of which sum well and truly to be made, we, the said Principal and the Surety, bind  
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
 by these presents.

Sealed with our seals and dated this 29th day of May, 20 20

WHEREAS, the said Principal has heretofore (description of work done and location): Site work and Utilities  
Lee's Summit, MO 64081

and,

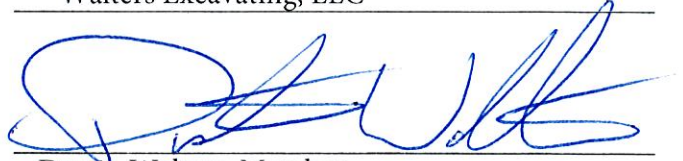
WHEREAS, the said Principal is required to and does guarantee said (Name of Project): New Longview Pergola Park 4th Plat  
 constructed by said Principal, against any defects of workmanship or materials, which may develop  
 during the period of three (3) years from acceptance by the City of Lee's Summit, Missouri.  
 Acceptance of said completion of New Longview Pergola Park, 4th Plat  
 as of May 29, 20 20, is hereby acknowledged by the City of Lee's  
 Summit, Missouri.

The condition of this obligation is such that if said Principal shall faithfully carry out and  
 perform said guarantee and shall, on due notice, repair and make good at its own expense any and  
 all defects in materials or workmanship in said work which may develop for a period of 3  
 years from the acceptance date issued by the Obligee, or shall pay over, make good and reimburse  
 to said Obligee all loss and damage which said Obligee may sustain by reasons of failure or default  
 of said principal so to do, then this obligation shall be null and void upon expiration of the aforesaid  
 maintenance bond, otherwise shall remain in full force and effect.

Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

Walters Excavating, LLC



Dustin Walters, Member

ATTEST:



SURETY:

Merchants National Bonding, Inc.

ATTEST:



Daniel B. McCarville, Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel B McCarville; Darin Johnson; Georgia Lee Williams; Kimberly Norgren; Megan Rae Long; Melvin L Kueser; Mindy Rippey; Nicholas S Biby

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May, 2020.



*William Warner Jr.*  
Secretary

# FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI  
COUNTY OF JACKSON

On this 29 day of 05, 2020 before me, the undersigned Notary Public,  
personally appeared Dustin Walters

on behalf of Walters Excavating LLC  
(name of firm, corporation or partnership)

General Contractor, Upon being duly sworn, on his oath he does say that all of the persons, firms, and corporations, including affiant, and all subcontractors, who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction and improvements on the project hereinafter described, have been paid in full and that such work has been fully completed.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, financing statement, security agreement, or conditional bills of sale have been given or are now outstanding as to any materials placed upon or installed in the aforesaid project.

The General Contractor does, for a valuable consideration, hereby agree to indemnify and save the City of Lee's Summit, Missouri, harmless against any lien, claim or suit of, or by any general contractor, subcontractor, mechanic or materialman in connection with the construction of improvements on said project.

The improvements referred to herein are situated in the County of Jackson, City of Lee's Summit, State of Missouri, and the project is described as follows:

Name of Project: New Longview Pergola Park #4 Plot

The declarations herein contained are hereby affirmed.

  
Signature of Affiant

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Sharon A. Guenther  
Notary Public

My Commission Expires 05/13/2024

