MAINTENANCE BOND City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, <u>Landrock Development, LLC, 4335 McGee, Kansas City, MO 64111</u>
hereinafter called the Principal), as Principal, and <u>American Southern Insurance Company</u> 365 Northridge Road, Suite 400, Atlanta, GA 30350
A Corporation duly organized under the laws of the State of Georgia
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)
\$_310,729.00
SEVEN HUNDRED TWENTY-NINE DOLLARS,
or 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.
WHEREAS, the said Principal has heretofore (description of work done and location):
70830070101000000, 70940070101000000, 030305000000002000
where with the said Principal is required to and does guarantee said (Name of Project):
Creekside at Raintree, Lots 1 thru 31
onstructed by said Principal, against any defects of workmanship or materials, which may develop luring the period of three (3) years from acceptance by the City of Lee's Summit, Missouri.
Acceptance of said completion of Creekside at Raintree, Lots 1 thru 31 s of October 26th , 2019 , 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.

The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in the bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto, provided that any continuation certificates, additions, riders and endorsements shall not serve to reduce the original amount of the bond.

MAINTENANCE BOND

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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:
	Landrock Development, LLC,
ATTEST: Poul & Nobet J	ALPRIA
V	SURETY:
	American Southern Insurance Company
ATTEST: Elizabel Drone	Queens .
	Omar G. Guerra, Attorney-In-Fact

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AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW

Suite 4-800

Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030

Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the 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.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

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In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 24th_day of January, 2018 *** \$108.446***********************************
Attest: American Southern Insurance Company By:
Melonie A. Coppola, Secretary Scott G. Thompson, President
STATE OF GEORGIA SS:
COUNTY OF FULTON On this 24th day of January, 2018, before me personally came Scott G. Thompson to me known, who being by me duly sworn, clid depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton State of Georgia at 421 Hollydale Court, that he is the President of American Southern Insurance that the county of Fulton State of Georgia at 421 Hollydale Court, that he is the President of American Southern Insurance that the Court of Court of State of Court of
Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that he seal of the said corporation, that he seal of the
said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization. Jonathan R. Bell
STATE OF GEORGIA Notary Public, State of Georgia Qualified in Cherokee County
COUNTY OF FULTON COmmission Expires March 12, 2021

I, the undersigned, a Vice President of Arterical Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full roce and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 16th day of September 2019.

Power No. 45065

September Vice President