

# MAINTENANCE BOND

## City of Lee's Summit

**Bond No. GRMO41965**

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Tandem Paving Co., Inc., 617 SE Industrial DR, Blue Springs, MO 64014  
(hereinafter called the Principal), as Principal, and Granite RE, INC.  
14001 Quailbrook DR, Oklahoma City, OK 73134

A Corporation duly organized under the laws of the State of Oklahoma  
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)

(\$ 37,152.50) Thirty Seven Thousand One Hundred Fifty Two and 50/100  
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 14th day of October, 2021

WHEREAS, the said Principal has heretofore (description of work done and location): Townhomes  
of Chapel Ridge 2<sup>nd</sup> Plat Proposal 2120R1 – Asphalt Paving  
4060 NE Ralph Powell RD, Lee's Summit, MO 64064

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):  
Town Homes of Chapel Ridge Proposal 2120R1  
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 Townhomes at Chapel Ridge 2<sup>nd</sup> Plat Proposal 2120R1  
as of September 16, 2021, is hereby acknowledged by the City  
of Lee's Summit, Missouri.

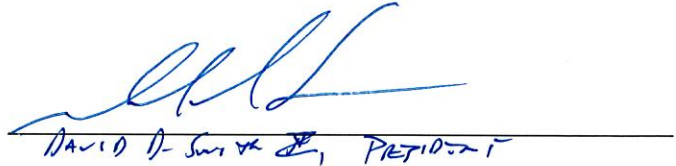
The condition of this obligation is such that if said Principal shall faithfully carry out and  
perform said guarantee and shall, on due notice, repair and make good at its own expense any and  
all defects in materials or workmanship in said work which may develop for a period of Three  
(3) years 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:

Tandem Paving Co., Inc.

ATTEST:



David D. Surve Esq., PETITIONER

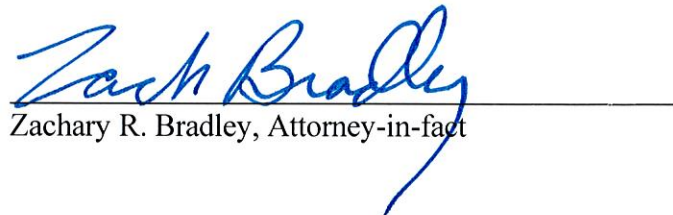
SURETY:

Granite RE, INC.

ATTEST:



Christine M. Flavin



Zachary R. Bradley, Attorney-in-fact



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

GARY E. BRADLEY; ZACHARY R. BRADLEY; CHRISTINE M. FLAVIN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

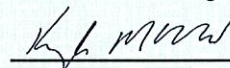
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

GARY E. BRADLEY; ZACHARY R. BRADLEY; CHRISTINE M. FLAVIN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of January, 2020.



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., 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 name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:  
August 8, 2021  
Commission #: 01013257

  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

14<sup>th</sup> day of October, 2021.



  
Kyle P. McDonald, Secretary/Treasurer