# MAINTENANCE BOND City of Lee's Summit

#### KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, S	eal-O-Matic Paving Company, Inc.	
(hereinafter called the Pr	rincipal), as Principal, and Granite Re, Inc.	
Granite Re, Inc.		
A Corporation duly orga	nized under the laws of the State of Oklahoma	
and duly licensed to tran	sact business in the State ofMissouri	
(hereinafter called Sure	ty), as Surety, are held and firmly bound into	the City of Lee's Summit,
Missouri (hereinafter cal contractor upon complet	lled Obligee, in the sum of (50% of the total mo	nies paid or to be paid to the
	) Sixty Three Thousand, Nine Hund	dred Forty Three and
and 50/100		DOLLARS,
for the payment of which	h sum well and truly to be made, we, the said P	
	ecutors, administrators, successors and assigns,	•
by these presents.	,	,,
-,		
Sealed with our seals and	d dated this 19th day of May	, 20_22
WHEREAS, the said Pri PARK RIDGE 8TH PLAT	incipal has heretofore (description of work done	and location):
INCLUDES THE ESC AN	ID CLEARING	
and,		
WHEREAS, the	said Principal is required to and does guarantee	said (Name of Project):
PARK RIDGE 8TH PLAT	asphalt paving	
constructed by said Prin	cipal, against any defects of workmanship or m	aterials, which may develop
during the period of th	aree (3) years from acceptance by the City of	of Lee's Summit, Missouri.
Acceptance of said comp	oletion of PARK RIDGE 8TH PLAT 1 asphalt pavir	ng
	, 2022 , is hereby acknow	
Summit, Missouri.		
Th 1'4'	Californial to a second above to a set a Defendance of a	111 C. '41 C. 11

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 \_\_\_\_\_\_ 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:
	Seal-O-Matic Paving Company, Inc.
Day a. Flatelo	Jan Ci Stuliu
	SURETY:
	Granite Re, Inc.
ATTEST:	
Secretary	David S. Salavitch  David S. Salavitch, Attorney in Fact
	S E A L

### 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:

DAVID SALAVITCH; ROBERT L. COX II 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:

DAVID SALAVITCH; ROBERT L. COX II 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 3rd day of January, 2020.

STATE OF OKLAHOMA )

SS:

COUNTY OF OKLAHOMA )

S E A L

Kenneth D. Whittington, Presiden

Kyle P. McDonald, Treasure

On this 3rd 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

SOUTH OF ONL HEST

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

19th day of May , 2022.



Kyle P. McDonald, Secretary/Treasurer

# MAINTENANCE BOND City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:	Bond No. 800077373
THAT WE, Holthouse Construction LLC	
(hereinafter called the Principal), as Principal, and	
Atlantic Specialty Insurance Company	
A Corporation duly organized under the laws of the State of	New York
and duly licensed to transact business in the State of Missour	
(hereinafter called Surety), as Surety, are held and firmly bound	
Missouri (hereinafter called Obligee, in the sum of (50% of the to	•
contractor upon completion of the work) One Hundred Six Th	nousand Six Hundred Thirty Three
and 00/100 DOLLARS (\$106,633.00), for the payment of whi	ch sum well and truly to be made,
we, the said Principal and the Surety, bind ourselves, our heirs, ex	xecutors, administrators, successors
and assigns, jointly and severally, firmly by these presents.	
Sealed with our seals and dated this <u>16th</u> day of <u>May, 2022</u>	
WHEREAS, the said Principal has heretofore (description of wor	
Park Ridge 8 <sup>th</sup> Plat – Lots 362 – 391 Sanitary Sewer, Water Mai	n, Storm Sewer, and Curb
and,	
WHEREAS, the said Principal is required to and does gua	arantee said (Name of Project):
Park Ridge 8th Plat – Lots 362-391	
constructed by said Principal, against any defects of workmanshi	
during the period of three (3) years from acceptance by the	City of Lee's Summit, Missouri.
Acceptance of said completion of	
as of, is hereby acknowledged by the C	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:
	Holthouse Construction LLC
ATTEST:	chel kom
	SURETY:
	Atlantic Specialty Insurance Company
ATTEST:	Luanne K. Degler, Attorney-in-Fact



### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William R. Wilkerson IV, Branden Banks, Tandra Stacer, Luanne K. Degler, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

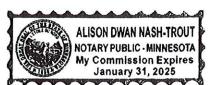
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated

day of

2022

This Power of Attorney expires January 31, 2025

RPORATA

Kara Barrow, Secretary