

MAINTENANCE BOND  
City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Blue Moon Hauling & Excavation, LLC

13402 N. Virginia Avenue, Smithville, MO 64089

(hereinafter called the Principal), as Principal, and American Safety Casualty Insurance Company

909 S. Meridian, Suite 700, Oklahoma City, OK 73108

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)

(\$ 8,500.00 ) Eight Thousand Five Hundred Dollars & NO/100THS

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 12th day of April, 2011.

WHEREAS, the said Principal has heretofore (description of work done and location):

Lee's Summit High School 6" Public Water Main Extension

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):

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 Lee's Summit High School 6" Public Water Main Extension

as of April 12th, 2011, is hereby acknowledged by the City of Lee's Summit, Missouri.

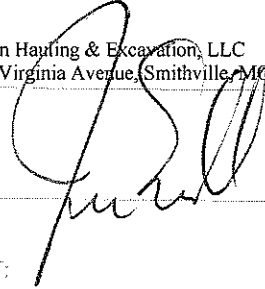
The condition of this obligation is such that if said Principal shall faithfully carry out and perform said guarantee and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in said work which may develop for a period of three (3) years from the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

Blue Moon Hauling & Excavation, LLC  
13402 N. Virginia Avenue, Smithville, MO 64089



SURETY:

American Safety Casualty Insurance Company  
909 S. Meridian, Suite 700, Oklahoma City, OK 73108

Casey M. Parisoff, Attorney-In-Fact

ATTEST:



ATTEST:





NUMBER  
OKC609545

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr., Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude of Lee's Summit, MO its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

### ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\*\*\* THREE MILLION\*\*\* (\$3,000,000.00) DOLLARS\*\*\*

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6<sup>th</sup> day of August, 2009.

**RESOLVED**, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

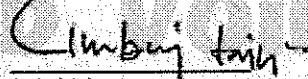
**RESOLVED FURTHER**, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:

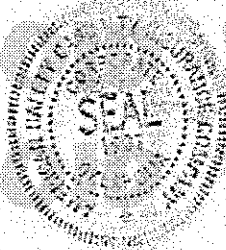
(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

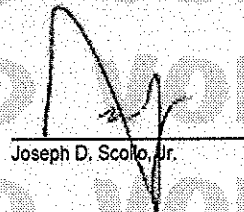
**RESOLVED FURTHER**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

**IN WITNESS WHEREOF**, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6<sup>th</sup> day of August, 2009

Attest:

  
Ambuj Jain

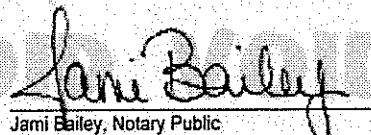


  
Joseph D. Scollo, Jr.

STATE OF GEORGIA )  
COUNTY OF COBB )

On this 6<sup>th</sup> day of August, 2009, before me personally came Joseph D. Scollo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY  
Notary Public, Hall Co., GA  
My Commission Expires Aug. 13, 2012

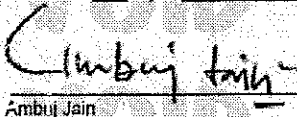
  
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 12<sup>th</sup> day of April, 2011



  
Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS  
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

## FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI  
COUNTY OF JACKSON

On this 12<sup>th</sup> day of April, 2011 before me, the undersigned Notary Public,  
personally appeared Joel Krell

on behalf of Blue Moon Hauling 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: Lee's Summit High School 6" Public Water Main Extension

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.

Christine Burnaugh  
Notary Public

My Commission Expires

