

**MAINTENANCE BOND**  
**City of Lee's Summit**

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, KAT Excavation, Inc.

(hereinafter called the Principal), as Principal, and Swiss Re Corporate Solutions America Insurance Corporation

A Corporation duly organized under the laws of the State of MO

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)

(\$ 420,245.00 ) Four Hundred Twenty Thousand Two Hundred Forty Five

Dollars and 00/100 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 9th day of January, 2023

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

Woodland Glen 2nd Plat, Permit PRSUBD20201467, Lee's Summit, MO

and,

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

Woodland Glen 2nd 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 Woodlad Glen 2nd Plat, per Certificate of Substantial Completion dated as of January, 3, 2023, 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

MAINTENANCE BOND

Page 2 of 2

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:

KAT Excavation, Inc.

ATTEST:

*Lisa Bay*

By: *Stella R. Bailey* / President  
*Stella R. Bailey*

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation

ATTEST:

*Thayla Maclean*  
Surety Witness

By: *Linda L. Nutt*  
Linda L. Nutt, Attorney-in-Fact



Surety Phone No. 847-273-1300

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Linda L. Nutt

Principal: KAT Excavation, Inc.
Obligee: City of Lee's Summit, Missouri
Bond Description: Woodland Glen 2nd Plat, Permit PRSUBD20201467, Lee's Summit, MO
Bond Number: 2336148
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of January, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC