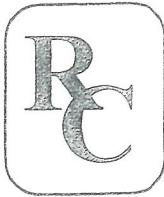


# LETTER OF TRANSMITTAL

FROM:



REDFORD CONSTRUCTION  
P.O. BOX 1065  
RAYMORE, MO 64083

DATE: 2-17-21 JOB NO.: \_\_\_\_\_

RE: \_\_\_\_\_

Whispering Woods  
1<sup>st</sup>

Lee's Summit Mo

TO: City of Lee's Summit Mo

ADDRESS: 220 SE Green Street

CITY: Lee's Summit Mo 64063

ATTENTION: John D. Mauro

PLEASE BE ADVISED:

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER ☐ THE FOLLOWING

- ☐ PRINTS ☐ PLANS ☐ SHOP DRAWINGS ☐ SAMPLES ☐ SPECIFICATIONS  
☐ ARTWORK ☐ PROOFS ☐ PHOTOGRAPHS ☐ COPY OF LETTER ☐ CHANGE ORDER  
☐ \_\_\_\_\_

	NO.	DATE	COPIES	DESCRIPTION
1		<u>2-17-21</u>	<u>1</u>	<u>3yr maintenance Bond</u>
2				<u>Sanitary, Storm &amp; Water</u>
3				
4		<u>2-17-21</u>	<u>1</u>	<u>FINAL AFFIDAVIT</u>
5				

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

- ☒ AS REQUESTED ☐ APPROVED AS IS ☐ SUBMIT \_\_\_\_\_ COPIES FOR DISTRIBUTION  
☐ FOR APPROVAL ☐ APPROVED WITH CORRECTIONS ☐ RETURN \_\_\_\_\_ CORRECTED  
☐ FOR YOUR USE ☐ RETURNED WITH CORRECTIONS ☐ RETURNED AFTER LOAN TO US  
☐ FOR YOUR COMMENTS ☐ RESUBMIT \_\_\_\_\_ COPIES FOR APPROVAL ☒ ON-Site Utilities  
☐ FOR BID(S) DUE \_\_\_\_\_

COMMENTS: \_\_\_\_\_

SIGNED: CARRY HUDGENS

Copy

## FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI  
COUNTY OF JACKSON

On this 12<sup>th</sup> day of Feb, 2021 before me, the undersigned Notary Public,  
personally appeared LARRY HUGHENS

on behalf of Redford Construction Co.  
(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: Whispering Woods 1<sup>st</sup> Plat

The declarations herein contained are hereby affirmed.

[Signature]  
Signature of Affiant

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Leila A. Abell  
Notary Public

My Commission Expires Feb. 24, 2023

Leila A. Abell

Notary Public - Notary Seal

STATE OF MISSOURI

Jackson County Comm. #15390999

My Commission Expires Feb. 24, 2023

# MAINTENANCE BOND

## City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Redford Construction, Inc.  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_  
The Cincinnati Insurance Company

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

(\$ 131,827.50 ) One Hundred Thirty One Thousand, Eight Hundred Twenty  
Seven 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.

Scaled with our seals and dated this 11th day of May, 20 21

WHEREAS, the said Principal has heretofore (description of work done and location): \_\_\_\_\_  
Whispering Woods 2nd Plat

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):  
Whispering Woods 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 Whispering Woods 2nd Plat  
as of \_\_\_\_\_, 20\_\_\_\_, 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.

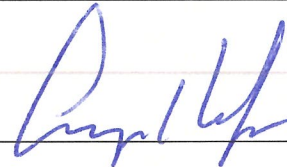
Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

Redford Construction, Inc.

ATTEST:

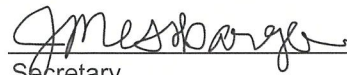


 Assist Sec.

SURETY:

The Cincinnati Insurance Company

ATTEST:

  
Secretary

  
David S. Salavitch, Attorney in Fact



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II and/or Samuel J. Sealer

Of Lees Summit, Missouri their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of May 2021



Ed H.