



MERCHANTS BONDING COMPANY (MUTUAL) P.O. Box 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## LICENSE AND PERMIT BOND

Bond No. 101259456

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Cityscape Construction - Tudor, LLC,  
of Carmel, State of Indiana, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
Missouri, as Surety, are held and firmly bound unto  
Lee's Summit, Missouri, Obligee, in the penal  
sum of Five Thousand Dollars ( \$5,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Right of Way

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 3rd day of  
September, 2024, and ending on the 3rd day of September,  
2025, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the  
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee  
named herein.

Dated this 3rd day of September, 2024

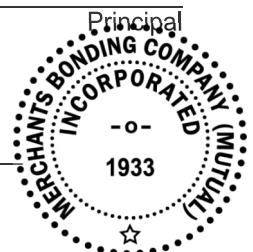
Cityscape Construction - Tudor, LLC

Principal

Merchants Bonding Company (Mutual)

By: James A. Holter

James A. Holter, Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2024.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of September, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

*Penni Miller*  
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of September, 2024.



*Elisabeth Sandersfeld*  
Secretary



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**THIS ENDORSEMENT CHANGES THE BOND.  
PLEASE READ IT CAREFULLY.**

**MISSOURI AMENDATORY ENDORSEMENT**

Any provision to the contrary shall be deleted and replaced by the following.

**1. NOTICE OF CLAIM**

At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020. No suit to recover on account of loss under this Bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of ten years from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this Bond for giving notice, filing claim or bringing suit is prohibited or made void by law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**2. NOTICE OF CANCELLATION OR NONRENEWAL**

**A. CANCELLATION**

1. The first named Insured may cancel this bond by mailing or delivering to the Insurer advance written notice of cancellation.

2. The Insurer may cancel this bond for any of the following reason(s):

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation affecting the bond or in the presentation of a claim thereunder or a violation of any of the terms or conditions of a bond;
- (c) Changes in conditions after the effective date of the bond which have materially increased the hazards originally insured;
- (d) Insolvency of the Insurer; or
- (e) The Insurer involuntarily loses reinsurance for the bond.

3. The Insurer will mail or deliver to the first named Insured, written notice of cancellation at least sixty (60) days before the effective date of cancellation. The notice will contain the reason for cancellation.

4. If this bond is cancelled, we will send the first named Insured any premium refund due. If the first named Insured or the Insurer cancels this bond, return premium will be calculated pro rata.

**B. NONRENEWAL**

1. The Insurer will mail or deliver to the first named Insured, written notice of nonrenewal at least sixty (60) days cancellation.

2. The notice will contain the reason for the nonrenewal.



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**NOTICE TO MISSOURI  
POLICY HOLDERS AND  
BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first. If you have been unable to contact or obtain information from your agent, you may contact our company at the following address and telephone number:

Merchants Bonding Company (Mutual)  
6700 Westown Parkway, West Des Moines, Iowa 50266  
(800) 678-8171