

MAINTENANCE BOND

City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Fleshman Construction, Inc., a Missouri corporation
(hereinafter called the Principal), as Principal, and National American Insurance Company

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)
(\$ 23,745.00) Twenty-Three Thousand Seven Hundred Forty-Five
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 14th day of October, 20 24

WHEREAS, the said Principal has heretofore (description of work done and location): Public sanitary
sewer extension for Lot 10C, Summit Fair as part of the concurrent Minor Plat to subdivide
the lot into Lots 10D-10F located at 740 NW Ward Road, 630 NW Chipman Road and
610 NW Chipman Road, Lee's Summit, MO 64086 (Re: Permit PRSUBD20241096)
and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):
Summit Fair Lots 10D-10F Public Sanitary Sewer Extension
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 375 linear feet of 8" PVC SDR Public Sanitary Sewer
as of October 14th, 2024, 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.

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Bond Number: CBB0068720

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Robert L.Cox, II, Kathryn E. Johnson, Rodney S. Demaree, Kacee McCrorey, Joshua Roberts, Luke Lambert, Julie Messbarger

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of 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.



Crystal Eads

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 14th day of October, 2024



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

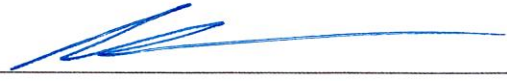
Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

Fleshman Construction, Inc., a Missouri corporation

ATTEST:

Connie McPheeters



By: Shane Fleshman, President

SURETY:

National American Insurance Company

ATTEST:

Julie Messbarger


David S. Salavitch, Attorney in Fact



FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 22nd day of October, 2024 before me, the undersigned Notary Public,
personally appeared Shane Fleshman

on behalf of Fleshman Construction, Inc., in his capacity as President of said corporation
(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: Summit Fair Lots 10D-10F Public Sanitary Sewer Extension

The declarations herein contained are hereby affirmed.



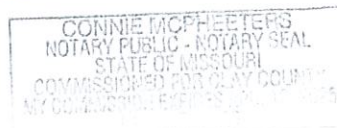
Signature of Affiant

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

Connie McPheeters

Notary Public

My Commission Expires 4/12/25



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Rev. 07/2015