

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 (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adrianne L Slaughter; Ashley Cordle; Carolyn J Johnson; Charles R Elliott; Colton Kueser; Daniel B McCarville; Darin Johnson; Jade Gardner; Lanette Cutright; Maria Dressman; Melvin L Kueser; Siarra N Robles

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 aut hority 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 29th day of July , 2024 .

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

Notary Public

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 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.

By



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

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

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 9th day of December , 2024.



Bond Number: 100228501

MAINTENANCE BOND City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE,	Larry Bair Excavating, Inc.			
(hereinafter called the Principal), as Principal, and	Merchants Nation	nal Bonding, Inc.	
A Corporation duly organized u	under the laws of the State	of	Iowa	
and duly licensed to transact business in the State of			Missouri	
(hereinafter called Surety), as	Surety, are held and firm	nly bound into the (City of Lee's Summit,	
Missouri (hereinafter called Ob	ligee, in the sum of (50%	of the total monies p	aid or to be paid to the	
contractor upon completion of t		.17:.14.75	. II 1 137 15	
(\$380,418.00 and No/100***			our Hundred Eighteen	
and No/100*** for the payment of which sum		.1 .175	DOLLARS,	
for the payment of which sum v	well and truly to be made,	we, the said Princip	al and the Surety, bind	
ourselves, our heirs, executors,	administrators, successor	s and assigns, jointly	and severally, firmly	
by these presents.				
Sealed with our seals and dated	this 9th day of	December	, 20 24	
WHEREAS, the said Principal	has heretofore (description	of work done and le	ocation): Orchard Woods -	
Final Plat, ESC & Mass Grading, Public	Water, Sanitary Sewer, Streets &	Storm, Permit Number: P	RSUBD20230406, Public	
Infrastructure, 1204 NE Woods Chapel F				
and,)
WHEREAS, the said Pr	incipal is required to and o	loes guarantee said (Name of Project):	
Orchard Woods - Final Plat, E	SC & Mass Grading, Public	Water, Sanitary Sew	er, Streets & Storm	
constructed by said Principal, a	gainst any defects of work	manship or material	s, which may develop	
during the period of three (3)	years from acceptance	by the City of Lee	's Summit. Missouri.	
Acceptance of said completion				ts & Sto
as of May 9	, 20 <u>24</u> , is h	ereby acknowledged	by the City of Lee's	J.
Summit, Missouri.		J	J == ===J == === == == == = = = = = = =	

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 <u>three (3)</u> 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:

Larry Bair Excavating, Inc.

2785 W. 247th Street, Louisburg, KS 66053

ATTEST:

Diana Kearney, Witness

SURETY:

Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, IA 50306

Johnson, Attor

ATTEST:

Heath C. Johnson, Witness



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MERCHANTS NATIONAL BONDING, INC.
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President

STATE OF IOWA COUNTY OF DALLAS ss.

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Penni Miller

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