

MAINTENANCE BOND
Subdivision Improvements

Bond Number: 82468114

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole as Principal, whose address is 50 E North Temple, Salt Lake City, UT 84150 and Federal Insurance Company a Corporation organized under the laws of the State of Indiana, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Eighteen Thousand One Hundred Fifty Dollars (\$18,150.00) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Ronald Reagan Blvd. Church Addition Public Improvement Construction Plans pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

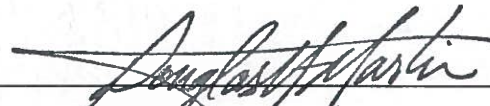
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15 day of July, 2019.


Corporation of the Presiding Bishop of The
Church of Jesus Christ of Latter-day Saints,
a Utah Corporation Sole
Principal

By: 

Title: Authorized Agent

Address: 50 East North Temple
Salt Lake City, Utah 84150

Federal Insurance Company
Surety


By: Colleen Stanton

Title: Attorney-in-Fact

Address: 560 S 300 E, Ste 150
Salt Lake City, UT 84111

The name and address of the Resident Agent of Surety is:

Colleen Stanton

560 S 300 E, Ste 150, Salt Lake City, UT 84111

(Seal)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Parks Mangelson, Kris Powers and Colleen Stanton of Salt Lake City, Utah

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of May, 2017.

Dawn M. Chloros

Stephen M. Haney

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of May, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 24, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

RECEIVED
OCT 13 2015
Utah Div. of Corp. & Comm. Code

OCT 13 15 PM 12:38



NOTICE OF REVOCATION OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

That I, GÉRALD CAUSSÉ, do hereby certify that:

(a) I am the Presiding Bishop of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a religious association;

(b) By virtue of such office, I am the incumbent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole;

(c) I am the person designated in the articles of incorporation of said corporation sole to sign and execute deeds and other instruments in writing and to transact all business of said corporation sole, pursuant to the provisions of Section 16-7-8, Utah Code Annotated 1953, as amended;

(d) Pursuant to said Section 16-7-8, previously agents and attorneys-in-fact have been designated to sign deeds and instruments in writing and to transact business for and on behalf of said Corporation Sole;

(e) Certificates of authority designating such agents and attorneys-in-fact have previously been filed in the office of the Utah Division of Corporations and Commercial Code, as contemplated and required by said Section 16-7-8;

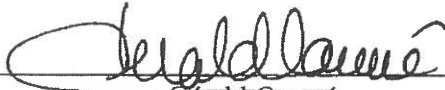
(f) Pursuant to said Section 16-7-8, all such prior authorizations and designations of agents and attorneys-in-fact, for whatever purpose, duration or scope, that are evidenced by certificates of authority in regard to said corporation sole filed of record with the Utah Division of Corporations and Commercial Code have been and hereby **REVOKED** *excepting solely* those authorizations and designations set forth on Schedule "A" to this Notice of Revocation of Authority; and

Date: 10/13/2015
Receipt Number: 91854422
AMOUNT PAID: \$51.00

(g) The authorizations and designations referenced on Schedule "A" to this Notice of Revocation of Authority are hereby ratified and confirmed.

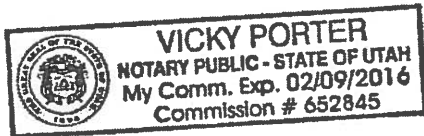
Executed at Salt Lake City, Utah this 9 day of October, 2015.

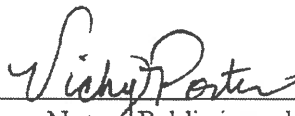
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS

By 
Gerald Causse
Incumbent

UNITED STATES OF AMERICA)
STATE OF UTAH) ss.
COUNTY OF SALT LAKE)

On October 9, 2015, personally appeared before me GÉRALD CAUSSÉ, personally known to me to be the Presiding Bishop of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, and acknowledged to me that he signed the foregoing instrument as the incumbent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and said Gerald Causse acknowledged to me that said corporation sole executed the same.




Notary Public in and for the State of Utah

SCHEDULE "A"
TO
NOTICE OF REVOCATION OF AUTHORITY

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day
Saints

*The following Certificates of Authority filed of record with
the Utah Division of Corporations and Commercial Code in regard to
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints
are **NOT** revoked but rather are ratified and confirmed:*

<u>Name of Agent</u>	<u>Date of Certificate of Authority</u>
Dean M. Davies	October 9, 2015
W. Christopher Waddell	October 9, 2015
Berne S. Broadbent Barry V. Taggart	December 18, 2012
Andrés R. Ramos	June 20, 2014
Robert C. Craig	August 17, 2010
Robert C. Craig	August 18, 2010
M. Scott Newbold	June 20, 2104
J. Roberto Hernández	June 20, 2014
E. Kent Hinckley	April 1, 2011
Robert W. Cantwell	July 2, 2013
Robert W. Cantwell Douglas H. Martin Steven C. Penrose	July 2, 2013
Paul D. Rytting	June 3, 2003
Douglas H. Martin	June 29, 2007
Michael M Thomas	October 23, 1998
Linda B. Anderson	December 29, 1995
Jason K. Nelson	January 14, 2015
Dale R. Jones	December 29, 1995

<u>Name of Agent</u>	<u>Date of Certificate of Authority</u>
Dean A. Barney	August 23, 2005
Troy D. Van Drimmelen	July 1, 2011
Holly L. Saniger	April 2, 2015
Kelly N. Taylor	April 2, 2015
Don M Sleight	May 23, 2014
William H. Redd	June 12, 2006
William Andrew Springer	
Kelly W. Tryon	
Warren H. Peterson	February 29, 2012
Frank K. Judd	January 22, 2008
Warren H. Peterson	February 27, 2012
Armando Caballero	
Paul Munns	
Mark B. Gibbons	January 1, 2012
Charles B. Russell	June 16, 2009
Paul D. Hansen	April 16, 2012
David K. Stapley	August 15, 2012
Jared W. Doxey	November 30, 2010
Leland C. Mason	April 16, 2012
Terry J. Cano	December 8, 2012
James M. Underwood	March 28, 2013
Brian Hanley	March 28, 2013
David Forbach	March 28, 2013
Kevin Whiting	March 28, 2013
Garth Martin	March 28, 2013
Ross Ranzenberger	March 28, 2013
Phillip F. Howland	March 28, 2013
Edmund Howell	March 28, 2013

<u>Name of Agent</u>	<u>Date of Certificate of Authority</u>
Brent W. Roberts	November 30, 2010
David B. Hall	April 24, 2003
Cory C. Karl	June 18, 2009
Glenn McKay	July 31, 2008
Terry F. Rudd	September 28, 2001
Jeffrey H. Newey	June 20, 2013

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JUL 02 2007

CERTIFICATE OF AUTHORITY

Utah Div. Of Corp. & Comm. Code

I, H. DAVID BURTON, do hereby certify that (a) I am the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a religious association, and by virtue of such office I am the incumbent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole; (b) I am the person designated in the Articles of Incorporation of said corporation sole to sign and execute deeds and other instruments of writing and to transact all of the business of said corporation sole pursuant to the provisions of Title 16, Chapter 7, Section 8, Utah Code Annotated, 1953, as amended; and (c) pursuant to said Section 16-7-8, I hereby designate and appoint DOUGLAS H. MARTIN as an agent authorized and empowered to act and execute documents on behalf of said corporation sole:



1. To establish bank accounts, to certify to the appropriate banks the names of those individuals authorized to deposit funds in, to sign checks on, and to withdraw funds from said bank accounts, and to attest to signatures of said authorized signers;
2. To execute applications and reimbursement agreements in respect of bank letters of credit as to which the corporation is an account party;
3. To execute, deliver and perform agreements relating to bank service; and
4. To execute federal and state tax returns and other reports relating to employment and payroll matters.

07-02-07P01:53 RCVD

This Certificate of Authority supersedes and replaces that Certificate of Authority, dated April 20, 2006, issued to Wesley L. Jones and Mark K. Olson by H. David Burton, the incumbent of said Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints.

Dated this 29th day of June, 2007.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certified that the foregoing has been filed
And approved on this 2nd day of July, 2007
In this office of this Division and hereby issued
this Certificate thereof.

Examiner Jaten Date 7/30/07



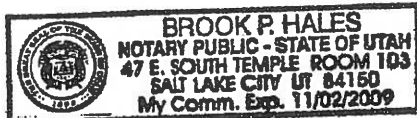
Kathy Eerg
Kathy Eerg
Division Director
STATE OF UTAH)

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By: H. David Burton
H. David Burton, incumbent

)
: ss
)
COUNTY OF SALT LAKE)

On this 29th day of June, 2007, personally appeared before me H. David Burton, personally known to me to be the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, and acknowledged to me that he signed the foregoing instrument as the incumbent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, and that said H. David Burton acknowledged to me that said corporation executed the same.



Brook P. Hales
Notary Public and for said 07/30/2007
Receipt Number: 2167447
Amount Paid: \$136.00