


FILED FOR RECORD
at 1:30 o'clock P M

JUN 28 2022

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

Bond No: MNT9399951

17,560

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Glenn Thurman, Inc. hereinafter

called Principal, as Principal, and Fidelity and Deposit Company of Maryland,
a corporation of the State of Illinois, hereinafter called Surety, as Surety,

are held and firmly bound unto

Hunt County, TX

hereinafter called Obligee in the sum of Sixty Nine Thousand, Nine Hundred Fifteen and 75/100 (\$69,915.75)

DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 23rd day of February, 2022.

WHEREAS, the Principal entered into a contract with PRR Development, dated October, 2021,

for

Kelly Ranch Estates, Phase 4 Paving Improvements

and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

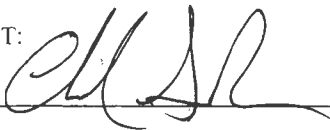
WHEREAS, said contract was completed and accepted on the _____ day of _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without

cost to the Obligee, any defects which may develop during a period of Two (2) Years

from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void: otherwise it shall be and remain in full force and effect.

ATTEST:



Glenn Thurman, Inc.

By 

EXECUTIVE VICE PRESIDENT

Fidelity and Deposit Company of Maryland

By 

Robbi Morales

, Attorney-in-Fact

Witness

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ricardo J. REYNA, Tina MCEWAN, Don E. CORNELL, Joshua SAUNDERS, Robbi MORALES, Sophie HUNTER, Kelly A. WESTBROOK, Tonie PETRANEK, Mikaela PEPPERS of Dallas, Texas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of May, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Gary R. Maynor ("Affidant"), who, after being by me duly sworn, deposes, and says that he is Executive Vice President, a Texas (corporation, partnership, trade name) of Dallas County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated day of , 200 , for the construction of Paving Improvements at Kelly Ranch Estates, Phase 4 (the "Work"), for a total consideration of \$699,157.45 Dollars to be paid to the said Contractor (the "Contract"), and that Affidant has full power of authority to make this affidavit.

That PRR Development (the "Owner") has approved the final pay estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$69,915.75 Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

By: [Signature]
GLENN THURMAN, INC.
Gary R. Maynor
(Printed Name)

SUBSCRIBED AND SWORN TO BEFCRE ME, this the 28th day of Feb. A.D. 2002.

By: [Signature]
(Notary Public in and for the State of Texas)
TRACI A. MEEK
(Printed Name of Notary)
My commission expires: 6.6.24

