

EL PASO



COUNTY

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)

STAN VANDERWERF
LONGINOS GONZALEZ
PEGGY LITTLETON

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: May 10, 2018

To: Deputy Clerk to the Board of County Commissioners
From: Mike Hrebenar, Project Management Group Manager ~~WAK~~
Re: Academy Gateway -7 Eleven
File: PPR-17-058

Attached is Subdivision Bond # CO19024 issued by Merchants Bonding Company in the amount of Twelve Thousand Seventy-Two Dollars and 06/100 dollars (\$12,072.06) on behalf of Christofferson Commercial Builders, Inc. This Bond is surety for Grading and Erosion Control.

Also attached is a copy of the Estimate of Guaranteed Funds.

There is no expiration date.

If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasoco.com

2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

www.ELPASOCO.com

Merchants Bonding Company

SUBDIVISION BOND

Bond No.: CO19024

Principal Amount: \$ 12,072.06

KNOW ALL MEN BY THESE PRESENTS, that we Christofferson Commercial Builders, Inc.,
Merchants Bonding Company, PO Box 14498, Des Moines, IA 50306 as Principal, and
Merchants Bonding Company, PO Box 14498, Des Moines, IA 50306
Merchants Bonding Company, PO Box 14498, Des Moines, IA 50306 a Merchants Bonding Company, PO Box 14498, Des Moines, IA 50306 Corporation authorized to transact surety business in
the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El
Paso County, Colorado, 200 S. Cascade Avenue, Suite 100, Colorado Springs, CO 80903, as Obligee, in the
penal sum of Twelve thousand seventy-two and 06/100 dollars
(\$ 12,072.06), lawful money of the United States of America, for the payment of which well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Christofferson Commercial Builders, Inc. has agreed to construct in
Subdivision, Filing No. _____, in El Paso County, Colorado, the following
improvements:
work on 7-11 at 229 Glen Eagle Gate, Colorado Springs, CO 80921.

_____ as
outlined on the attached Financial Assurance Form for _____ Subdivision, Filing No. _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from
any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and
void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of
County Commissioners of El Paso County indicating that the Improvements have not been installed or
completed, will complete the Improvements or pay to El Paso County such amount up to the Principal amount
of this Bond which will allow El Paso County to complete the improvements.

Surety further agrees to provide thirty (30) days written notice of cancellation of the bond to Obligee.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be
proportionately reduced as the public Improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be
governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue
shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed there-
under, or the Specifications and Plans accompanying the same or incorporated by reference into such
Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of
any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the
work, or to the Specifications and Plans.

Merchants Bonding Company

Signed, sealed and dated this 27th day of April, 2018

Christofferson Commercial Builders, Inc.

Principal

By:

Title:

Daniel W. Walton
Corp. Secy

Merchants Bonding Company

Surety

By:

Title:

Megan A Brown
Attorney-in-fact

MERCHANTS
BONDING COMPANY™
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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Megan A Brown; W R Withrow

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

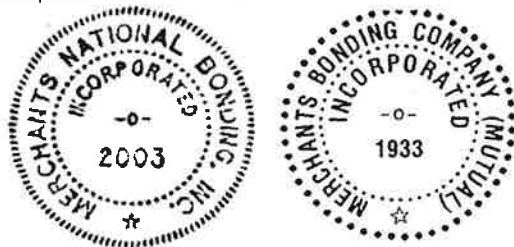
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 2nd day of September, 2015.



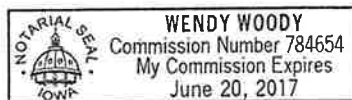
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 2nd day of September, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the 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.



Wendy Woody
Notary Public, Polk County, Iowa

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

I, William Warner, Jr., Secretary of the 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 27th day of April, 2018.



William Warner Jr.
Secretary