

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

## TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Clay

SS.

Bond No. 100071943

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Ben Pharries, as Principal, and the  
MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound  
unto Clay County Judge, his successors in office, in the sum of  
Three Thousand Dollars (\$3,000.00) DOLLARS, for the payment of which we  
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 8th  
day of May, 2023, duly Appointed  
to the office of Road Commissioner in and for Clay  
County in the State of Texas, for a term beginning the 8th day of May, 2023 and ending the 31st day of December, 2024.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid  
officer, and shall  
faithfully perform the duties of office required by law or by the commissioners court and will account for all money or other  
property belonging to the county that comes into his/her possession

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be  
made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or  
actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable  
stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of May, 2023.

Ben Pharries

Principal

Ben Pharries

MERCHANTS BONDING COMPANY (Mutual)

By:

Kay Blair  
Kay Blair Attorney-in-Fact

## ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Clay

SS.

Before me, Becky Mataska

, a notary public, on this day personally appeared

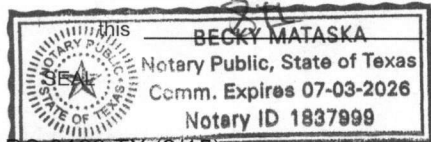
Ben Pharries

known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Hennietta Texas

day of May, 2023



Clay County, Texas.

202300014 B: BD V: 9 P: 218 BOND  
05/08/2023 11:30 AM Total Pages: 6 Fee: 0.00  
Sasha Kelton, County Clerk - Clay County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Ben Pharrries, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Pct. 1 County Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed

Sworn to and subscribed before me at Henrietta, Texas, this 8th day

of May, 2023



Masha Kelton  
Clay County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day

of \_\_\_\_\_

SEAL



\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of Clay

The foregoing bond of Ben Pharrries as Pct. 1 Co. Commissioner in and for Clay County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date

5/8/2023

County Court

Clerk

County

County Judge,

County, Texas

THE STATE OF TEXAS

County of Clay

ss

I, Sasha Kelton, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 8th day of May, 2023, with its certificates of authentication, was filed for record in my office the 8th day of May, 2023, at 11:30 o'clock A M., and duly recorded the 8th day of May, 2023, at 11:30 o'clock A M., in the Records of Official Bonds of said County in Volume 9, on page 218.

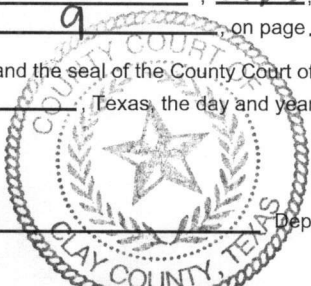
WITNESS my hand and the seal of the County Court of said County, at office in Henrietta, Texas, the day and year last above written.

By

Deputy

County Court

County



Masha Kelton  
Clay County

**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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Kay Blair**

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 3rd day of May, 2023.



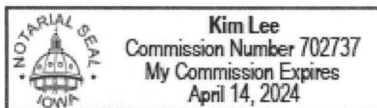
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of May, 2023, 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.



*Kim Lee*  
Notary Public

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

I, William Warner, Jr., 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 3rd day of May, 2023.



*William Warner Jr.*  
Secretary





MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

## IMPORTANT NOTICE

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Higginbotham Insurance Agency Inc

Call: (817) 336-2377

Mail: PO Box 908 Fort Worth, TX 76101

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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## **TEXAS ENDORSEMENT**

The following has been added, and supersedes any provision to the contrary.

**The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:**

1. Any claim, action, suit or proceeding against the Surety.

## FILED AND RECORDED

Instrument Number: 202300014 B: BD V: 9 P: 218

Filing and Recording Date: 05/08/2023 11:30:33 AM Recording Fee: 0.00

I hereby certify that this instrument was FILED on the date and time stamped heron  
and RECORDED in the OFFICIAL PUBLIC RECORDS of Clay County, Texas.



*Sasha Kelton*

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Sasha Kelton, County Clerk  
Clay County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW  
AND IS UNENFORCEABLE.



# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

## TEXAS OFFICIAL BOND AND OATH FOR COUNTY COMMISSIONER PRECINCT # 1

THE STATE OF TEXAS

County of Clay

Bond No. 100071918

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Ben Pharries, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Clay, State of Texas, his/her successors in office, in the sum of Three Thousand Dollars (\$3,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 8th day of May, 2023, duly Appointed to the office of County Commissioner in and for Clay County in the State of Texas, for a term commencing on the 8th day of May, 2023 and expiring on the 31st day of December, 2024.

Now, therefore, if the said Principal shall faithfully perform the commissioner's official duties; and reimburse the county for all county funds illegally paid to him/her; and will not vote or consent to make a payment of county funds except for a lawful purpose, then this obligation shall be void, or otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 3rd day of May, 2023.

Ben Pharries

By: [Signature]

Ben Pharries

Principal

Merchants Bonding Company (Mutual)

By: Kay Blair

Kay Blair Attorney-in-Fact

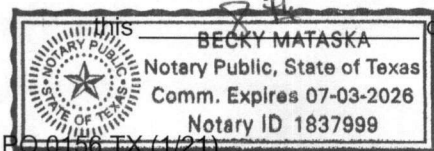
### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Clay

Before me, Becky Mataska, a notary public, on this day personally appeared Ben Pharries known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Henrietta



this 8th day of May, 2023.

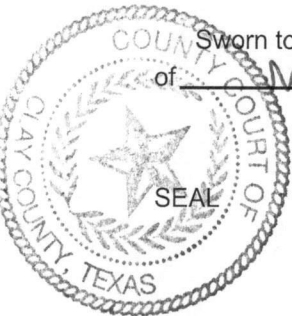
Clay County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Ben Pharrries, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Pct. 1 County Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at Henrietta, Texas, this 8th day of May, 2023.



Sasha Kelton  
Clay County, Texas

THE STATE OF TEXAS

County of Clay } ss

The foregoing bond of Ben Pharrries as Pct. 1 Co. Commissioner in and for Clay County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date 5/8/2023

Sasha Kelton  
County Court Clay County Judge, Clay County, Texas



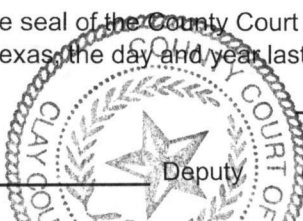
THE STATE OF TEXAS

County of Clay } ss

I, Sasha Kelton, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 8th day of May, 2023, with its certificates of authentication, was filed for record in my office the 8th day of May, 2023, at 11:30 o'clock A M., and duly recorded the 8th day of May, 2023, at 11:30 o'clock A M., in the Records of Official Bonds of said County in Volume 9, on page 224.

WITNESS my hand and the seal of the County Court of said County, at office in

Henrietta, Texas, the day and year last above written.



Sasha Kelton Clerk

By \_\_\_\_\_

Deputy

County Court Clay

County



**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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Kay Blair**

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 3rd day of May, 2023.



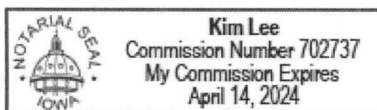
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of May, 2023, 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.



*Kim Lee*  
Notary Public

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

I, William Warner, Jr., 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 3rd day of May, 2023.



*William Warner Jr.*  
Secretary





MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

## **IMPORTANT NOTICE**

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Higginbotham Insurance Agency Inc

Call: (817) 336-2377

Mail: PO Box 908 Fort Worth, TX 76101

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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## **TEXAS ENDORSEMENT**

The following has been added, and supersedes any provision to the contrary.

**The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:**

1. Any claim, action, suit or proceeding against the Surety.

## FILED AND RECORDED

Instrument Number: 202300015 B: BD V: 9 P: 224

Filing and Recording Date: 05/08/2023 11:30:33 AM Recording Fee: 0.00

I hereby certify that this instrument was FILED on the date and time stamped heron  
and RECORDED in the OFFICIAL PUBLIC RECORDS of Clay County, Texas.



*Sasha Kelton*

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Sasha Kelton, County Clerk  
Clay County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW  
AND IS UNENFORCEABLE.