

EXHIBIT "B"

MAINTENANCE BOND

BOND NUMBER - [REDACTED]

KNOWN ALL MEN BY THESE PRESENTS, That we: Wilkes Construction Company  
\_\_\_\_\_, (Contractor or Owner) as Principal, and Merchants National Bonding, Inc.  
\_\_\_\_\_, (Surety) a corporate of the State of Iowa, as surety, are held  
and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
in the sum of Six Hundred Eighty Eight Thousand, Fifty Two and 52/100 Dollars (\$688,052.52), lawful  
money of the United States of America, to be paid to the said: **BALDWIN COUNTY**  
**COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment  
well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors  
and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said  
Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact  
this 29th day of July, 2024.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY**  
**COMMISSION, BALDWIN COUNTY, ALABAMA** for Sarah Farms II  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Development) and in said Agreement is required to maintain  
the said work in good condition for a period of two years from the date the Baldwin County  
Commission votes in the affirmative to accept for maintenance the roadway and drainage  
improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and  
truly, at the request of the said Obligee, or its proper representative or representatives, maintain  
the said work in good condition. The term of the bond extends 24 months beyond the full  
execution of the Agreement including any necessary extensions during repair periods.

Attest:  
\_\_\_\_\_

Contractor or Owner: Wilkes Construction Company  
By: William R. Wilkes  
William R. Wilkes, President

Ashley Boone  
Ashley Boone, Admin  
COUNTERSIGNED:  
\_\_\_\_\_

Surety: Merchants National Bonding, Inc.  
By: Jeremy Crawford  
Jeremy Crawford, 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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford; Michael D Williams

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.

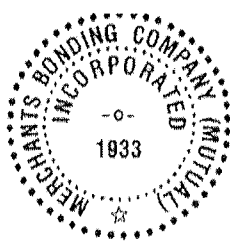
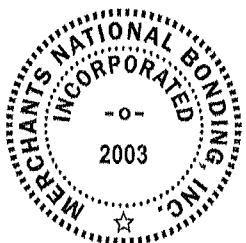
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 8th day of December, 2022.



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 8th day of December, 2022, 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.

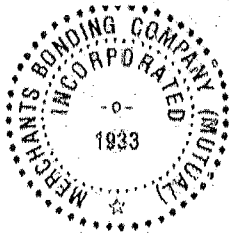


*Kim Lee*  
Notary Public

(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 29th day of July, 2024.



*William Warner Jr.*  
Secretary