

PERFORMANCE BOND FOR RESTORATION, LANDSCAPING AND REVEGETATION

1275 Property LLC, a Limited Liability Corporation, which is located at 2751 NE Douglas Street, Suite R, Lee's Summit, MO 64064 as the "**Principal**," and **West Bend Mutual Insurance Company**, a corporation incorporated under the laws of the State of Wisconsin, which is located at 1255 Fourier Drive, Suite 500, Madison, Wisconsin 53717 and is authorized by the laws of the State of Missouri to execute bonds and undertaking as sole surety, as the "**Surety**", are held and firmly bound unto the **CITY OF LEE'S SUMMIT, MISSOURI**, as the "**City**" or "**Obligee**," in the just and full sum of \$1688.00 for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns jointly and severally firmly by these presents and the terms and conditions set forth herein.

The condition of the foregoing obligation is such that the Principal has agreed to construct all of the following landscaping, revegetation and restoration improvements (the "**Improvements**") in connection with Revegetation drainage basin – 1275 Oldham Parkway, Lee's Summit, MO 64081 which was approved through the passage of Ordinance No. 8833 on 01/28/2021 (the "**Ordinance**") in order to receive final acceptance of a site development or subdivision permit:

RESTORATION, LANDSCAPING AND REVEGETATION. **Attachment A** depicts the geographic area and the improvements and work to be performed.

The following provisions, conditions and requirements shall apply to this Bond:

1. **Surety Demand.** In the event that Principal shall not have completed the Improvements and paid all sums owing to contractors, suppliers or others as a result of such work, and obtained acceptance by the City of the project, within the time period specified below, then the Surety shall, within ten (10) days of demand of the City make a written commitment to the City that it will either remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total Bond amount. The Surety shall then fulfill its obligations under this bond, according to the option it has selected. Surety shall assume and perform any and all obligations of the Principal upon the Principal's failure or refusal to fulfill its obligations under this Bond, in the sole judgment of the Director of Development Services or his designee.

2. **Work in Accordance with City Requirements.** All of the foregoing work for the Improvements shall be done, in the sole judgment of the Director of Development Services or his designee, in accordance with all applicable laws of the City Code of Lee's Summit. This Bond is conditioned upon and guarantees due compliance with the requirements of the Ordinance set forth above, which requires completion of the above-described improvements and work or that the land be restored to the original predisturbed vegetated conditions as necessary for the health, safety and welfare of the community. In the event that the restoration of the land to the original predisturbed vegetative conditions is required, the land must be restored in compliance with City Code Chapter 16 and to a condition that does not pose a threat to the health, safety and welfare of the community and is in compliance with the Property Maintenance Code set forth in Chapter 16 of the City Code.

3. **Time of Performance.** If the Principal shall well and truly perform the work hereinabove specified to be performed by May 15, 2021 from the effective date hereof, then this obligation shall be

void upon the delivery to the Principal of a statement signed by the Development Services Director or his designee of the completion to the satisfaction of the Development Services Director or his designee of all improvements and work required to be done by the Principal as described above; otherwise, this obligation shall remain in full force and effect.

4. **Extensions.** The Director of Development Services or his designee may grant in writing an extension of the deadline set forth in this paragraph, upon a written request from the Principal. If an extension is requested and not granted in writing by the Development Services Director or his designee, then the deadline set forth above in this paragraph shall remain in full force and effect. The Surety agrees that such extensions may be requested by Principal and granted by the City. Surety hereby waives notice of any extension granted pursuant to the terms of this Bond.

5. **City Completion and Cost Recovery.** The City may contract for the repair of any defects that are identified by the City and not timely repaired by Principal, with any such work being awarded in accordance with all applicable procurement and other laws of the City. Principal and Surety are jointly and severally liable for any amount owed under such contract. City employees and agents are authorized by this Bond to enter onto said property and perform such work as allowed by this Bond. This provision shall not be construed as creating an obligation on the part of the City or its representatives or contractors.

6. **Enforcement.** The City shall have the right to bring suit to enforce the provisions of this bond in the event of the failure of the Principal to complete the improvements and work described above.

7. **Compliance with Other Laws.** The issuance and receipt of this Bond does not remove the requirements for final acceptance as set forth in Section 3.475 of the UDO nor does it remove the permit holder's responsibilities of erosion and sediment control in Section 2150 and seeding or sodding in Section 2400 of the Design and Construction Manual ("DCM"). The acceptance of a Bond for revegetation does not remove the requirements for a maintenance bond in Section 3.475 of the UDO.

8. **Maximum Surety Liability.** The total amount of Surety's liability under this Bond, to the Oblige, shall not exceed the penalty hereof. The amount of this Bond is derived from the approved Engineering Plan Review and Inspection Fee, plus the contingency required herein.

Principal:

1275 Property LLC



By: Matthew Mitchell

Surety:

West Bend Mutual Insurance Company



By: Deanna Carver



THE SILVER LINING®

Bond No. 2454865

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DEANNA CARVER

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 28th day of January, 2021.



Heather Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.