

PERFORMANCE BOND FOR RESTORATION, LANDSCAPING AND REVEGETATION

Axiom Northwest Construction, Inc., a Corporation, which is located at 2232 Broadway Ave, Ste 101, Everett, WA 98201, as the "**Principal**," and SureTec insurance Company, a corporation incorporated under the laws of the State of Texas, which is located at 2103 City West Blvd, Ste 1300, Houston, TX 77042, 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 \$14,400.00 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 Dialysis Clinic, Inc., 2001 NW Shamrock Ave. which was approved through the passage of Ordinance No. 8761 on November 12, 2019 (the "**Ordinance**") in order to receive final acceptance of a site development or subdivision permit:

Replacing area of cleared hedgerow with grass/groundcover as directed by the city inspector. Vegetation will then be able to take root at the retention pond **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 Obligatee, 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.

Axiom Northwest Construction, Inc


By: James Buchanan

SureTec Insurance Company


By: Mallory K. Visser – Attorney-in-fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Cassandra Jones, Joseph Tejeda, Taryn Schram Von Haupt, Rita M. Filbeck, Mallory K. Visser

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

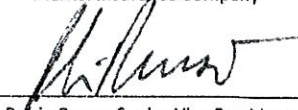
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of September, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 25th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

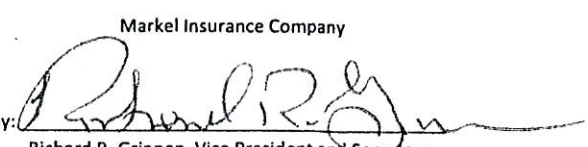
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of March, 2021.

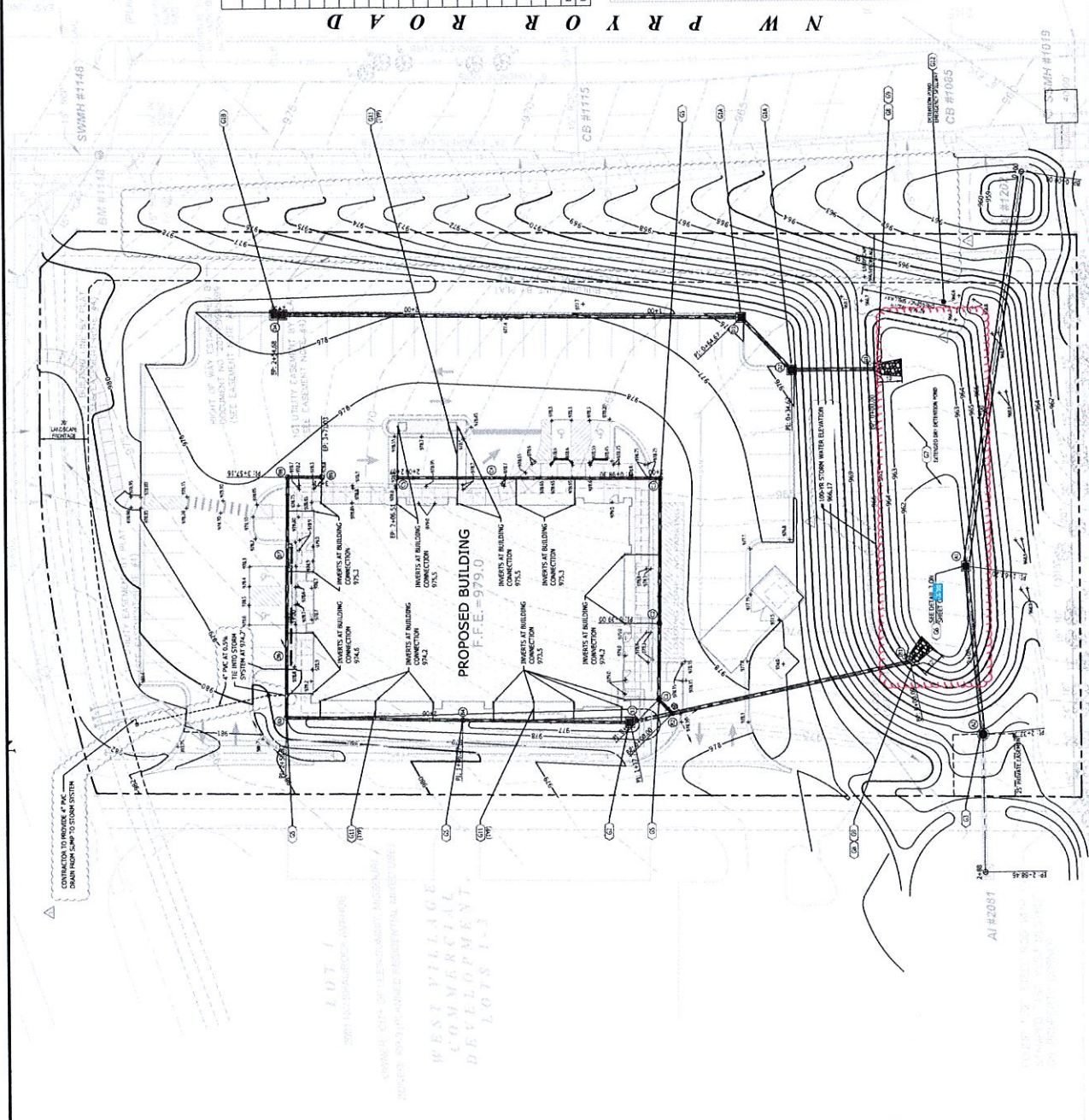
SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary


PRCOM20193544 - DCI Lee's Summit - Exhibit A



GRADING & DRAINAGE KEYNOTES			DET # DET #
CODE	DESCRIPTION		271 623
(0A)	SINGLE CORN INLET	61	623
(0B)	DOUBLE CORN INLET	61	623
(0C)	CATCH BASIN	1, 2, 4	623
(0D)	INLETION MANHOLE	1, 2, 4	623
(0E)	CLEANOUT	61	623
(0F)	POWER OUTLET STRUCTURE	31	623
(0G)	LANDFILL DRY DETENTION POND	-	-
(0H)	CONCRETE MANHOLE - UNFROD	61	623
(0I)	UNFROD DRY DETENTION POND	17	623
(0J)	IF BUILDING DOWNPOUT CONNECTION	61	623
(0K)	DETENTION DRY DETENTION POND	-	-
(0L)	DETENTION DRY DETENTION POND	-	-

PIPE TABLE									
FROM CODE	FROM TYPE	TO CODE	TO TYPE	GAUGE (IN)	SIZE (IN)	LENGTH (L.F.)	TYPE	BOY	NO.
A1	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A2	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A3	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A4	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A5	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A6	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A7	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A8	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A9	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A10	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A11	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A12	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A13	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A14	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A15	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A16	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A17	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A18	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A19	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A20	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A21	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A22	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A23	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A24	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A25	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A26	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A27	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A28	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A29	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A30	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A31	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A32	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A33	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A34	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A35	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A36	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A37	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A38	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10
A39	964.00	EA12.02	964.05	54.75	14"	33	HOPE	10	10

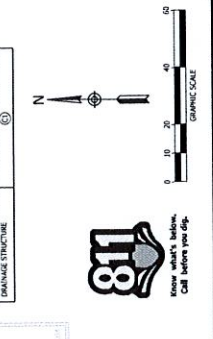
STRUCTURE TABLE		76	77	78
CODE	DESCRIPTION	79	80	81
A1	PUMP OUTLET	96	97	98
A2	JUNCTION MANHOLE	99	100	101
B1	HEADWALL	102	103	104
B2	CLEANOUT	105	106	107
B3	CATCH BASIN	108	109	110
B4	CLEANOUT	111	112	113
B5	CLEANOUT	114	115	116
B6	CLEANOUT	117	118	119
B7	CLEANOUT	120	121	122
B8	CLEANOUT	123	124	125
B9	CLEANOUT	126	127	128
C1	CLEANOUT	129	130	131
C2	CLEANOUT	132	133	134
C3	CLEANOUT	135	136	137
C4	CLEANOUT	138	139	140
C5	CLEANOUT	141	142	143
D1	HEADWALL	144	145	146
D2	SINGLE CURB INLET	147	148	149
D3	SINGLE CURB INLET	150	151	152

[illegible]

BENCHMARK LEGAL
100 ALBERTA HWY. OF 200M + 200L

SYSTEM	UNIT
SWP STATION	
PROPOSED CONTROL ELEV.	
EXISTING CONTROL ELEV.	

ROAD
GND



City of Lee's Summit
Development Services
Attn: Mike Weisenborn
220 SE Green St
Lee's Summit, MO 64063