

**SUBDIVISION BOND**

Bond No. 0246294

KNOW ALL MEN BY THESE PRESENTS, That We, Hunt Midwest Real Estate Development, Inc.

8300 N.E. Underground Drive, Kansas City, MO 64161

as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830 (203) 542-3800 a Delaware Corporation authorized to do business in the State of Missouri as Surety, are held and firmly bound unto City of Lee's Summit, Missouri

in the penal sum of Eight Hundred Two Thousand, Seven Hundred Ten and 69/100

(\$802,710.69) Dollars lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally firmly by these presents.

WHEREAS the Principal has agreed with City of Lee's Summit, Missouri

To install certain improvements in connection with The Retreat at Hook Farms 2nd Plat

NOW THEREFOR, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall install said improvements within a period of one year from date hereof, then this obligation shall be void, otherwise to remain in full force and effect.

THE LIABILITY OF THE SURETY, in any event, shall not exceed ( \$802,710.69 ) Dollars.

SIGNED, SEALED AND DATED this 21st day of June, 2022.

Hunt Midwest Real Estate Development, Inc.

F.B. Kemp

By: V. A. T. Principal

Witness

Berkley Insurance Company

Mary T. Flanigan

By: Debra J. Scarborough Surety  
Debra J. Scarborough, Attorney-in-Fact

Witness Mary T. Flanigan



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Patrick T. Pribyl; Debra J. Scarborough; Mary T. Flanigan; Jeffrey C. Carey; Christy M. Braile; Charissa D. Lecuyer; Evan D. Sizemore; Charles R. Teter, III; Rebecca S. Leal; C. Stephens Griggs; Tahitia M. Fry; Kellie A. Meyer; Veronica Lawver; Lauren Scott; Hillary D. Shepard; or Erin C. Lavin of Lockton Companies, LLC of Kansas City, MO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of April, 2022.



Attest:  
By [Signature]  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )  
) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 5th day of April, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

[Signature]  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 21st day of June, 2022.

[Signature]  
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

COPY

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