



# Gallagher

Insurance | Risk Management | Consulting

2850 Golf Road  
Rolling Meadows, IL 60008-4050  
USA

630.773.3800  
www.ajg.com

July 25, 2023

VIA UPS

Brandon Becker  
BSM Wall Systems  
9801 Legler Rd  
Lenexa , KS 66219


Re: Type of Bond: Contract bonds  
Bond Number: Various, see attached  
Obligee: CITY OF LEE'S SUMMIT  
Description: PERFORMANCE BOND FOR RESTORATION...  
Bond Amount: \$13,278.00  
Premium Due: 10/1000 @ 25%, \$250mp

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Refer to bond form for cancellation provisions.

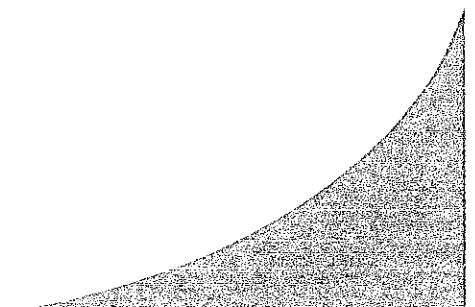
Thank you and please call me should you have any questions.

Best regards,



Jodie Sellers  
Client Service Supervisor

William T Krumm  
Producer



**PERFORMANCE BOND FOR  
RESTORATION, LANDSCAPING AND REVEGETATION**

**Bond No. EACX4011417**

**Builders Stone & Masonry LLC**, a Kansas limited liability company, which is located at 9801 Legler Rd, Lenexa, KS 66219 as the **"Principal,"** and **Endurance Assurance Corporation**, a corporation incorporated under the laws of the State of DE, which is located at 4 Manhattanville Road, Purchase, NY 10577 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 **\$13,278.00** 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 approved **Planning Application no. PL2022-160**, dated **April 13, 2023** for **Final Plat of Lumberman's Row Lots 1 through 18 and Tracts A through C** (the **"Plat"**) in order to receive final acceptance of a site development or subdivision permit:

Seeding and Mulching as required by the Master Drainage Plan for the Plat.

**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 Plat 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, 2024, 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 Obligee, 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.

Builders Stone & Masonry LLC

  
By: \_\_\_\_\_

Endurance Assurance Corporation  
  
By: William T Krumm, Attorney-in-Fact

Attachment A

**Master Drainage Plan for Lumberman's Row Lot 1-18 and Tracts A-C**

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

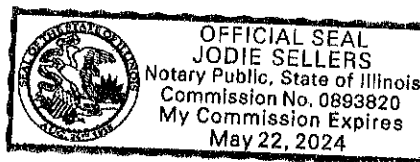
State of Illinois  
County of Cook

I, Jodie Sellers, Notary Public, do hereby certify that William T Krumm Attorney-in-Fact, of the Endurance Assurance Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Endurance Assurance Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 25th day of July, 2023.



Notary Public Jodie Sellers  
My Commission expires: 05/22/2024





# POWER OF ATTORNEY

4369

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **William T Krumm, Jon A Schroeder, Jodie Sellers, Sharon A Foulk, Cassandra Stone, Christina Laurendi** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

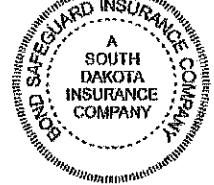
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

**Endurance Assurance Corporation**  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

**Endurance American Insurance Company**  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

**Lexon Insurance Company**  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

**Bond Safeguard Insurance Company**  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel



### ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



### CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**...

; and be it further

RESOLVED; that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25<sup>th</sup> day of July, 2023

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

### NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870