

**BLANKET PERMIT PERFORMANCE BOND
REQUIRED BY MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR ISSUANCE OF PERMIT TO USE
STATE TRUNKLINE HIGHWAY RIGHT OF WAY**

DEPT. BOND NO. EB 619
SURETY'S BOND NO. FSA20-NLIFE-MDOT

WHEREAS, the Michigan Department of Transportation, hereinafter called the "DEPARTMENT", has issued a permit or permits to **Tim Scherpenisse, Owner, New Life Arboricultural Services** (Applicant/Contractor name) **Grand Rapids** (City) **MICHIGAN** (State) hereinafter called the "PRINCIPAL", to use and/or occupy the right of way of the state trunkline highway, which permit or permits are incorporated by reference in this bond. NOW THEREFORE BY THIS INSTRUMENT, We, the PRINCIPAL and **First Standard Asurety, LLLP** (Surety name), an organization authorized to do business in the State of Michigan, hereinafter called the "SURETY", for value received, are held and firmly bound to the DEPARTMENT in the sum of **50,000.00** dollars lawful money of the United States of America to be paid to the DEPARTMENT, to which payment, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly and irrevocably by this bond to insure the completion of all work in accordance with the requirements and provisions of said permit including the restoration of the state trunkline highway and right of way, and appurtenances of the DEPARTMENT to the extent that they have been compromised as a result of the PRINCIPAL'S performance or failure to perform.


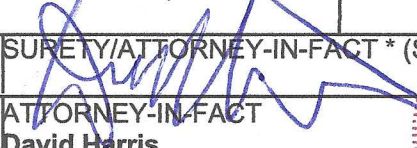
FURTHER, SURETY stipulates and agrees that:

- Should the DEPARTMENT so demand, SURETY shall promptly perform or cause to be performed to the satisfaction of the DEPARTMENT all or any portion of the work specified in accordance with the terms, provisions and conditions of any permits issued prior to termination of this bond to the extent in the aggregate of the value of this bond. In no event shall the SURETY incur or pay any costs or expenses associated with the completion of any work as required by any permit as ordered by the DEPARTMENT in excess of the penal sum of this bond.
- No change, extension of time, alteration or addition to the terms of the permit, including any applicable specifications for the work to be performed there under, shall affect its obligations on this bond, and SURETY hereby waives notice of any such change, extension, alteration or addition.
- Its obligations assumed hereby remain in full force and effect until notice of termination of such obligations is given to SURETY by the DEPARTMENT notwithstanding the assignment or divestiture by the PRINCIPAL of the private property relating to the permit.
- The SURETY guarantees all construction and/or restoration work required by any permit issued prior to termination of this bond against defective workmanship or materials for a period of one (1) calendar year from the date of acceptance of such work by the Department, one (1) calendar year from the date of termination of the permit, or one (1) calendar year following the effective date of cancellation of this bond whichever period shall expire earlier. All claims for defective workmanship or materials must be made against the PRINCIPAL and the SURETY no later than thirty (30) calendar days after the expiration of the one (1) calendar year maintenance period.
- This bond may be cancelled by the SURETY by mailing written notice to the DEPARTMENT and the principal stating when not less than thirty (30) calendar days thereafter such cancellation shall be effective. However, such notice shall not release the SURETY from liability already accrued or which shall accrue as a result of activities undertaken or required by any permit issued prior to the expiration of said thirty (30) day notice.

THE CONDITION OF THIS BOND is such that if the PRINCIPAL, to the satisfaction of the DEPARTMENT, performs the work in accordance with the terms, provisions and conditions of the permit then this obligation shall become void, except as provided in item 4 above, upon receipt by SURETY of a notice of termination of performance obligations from the DEPARTMENT; otherwise this bond remains in full force and effect. PROVIDED HOWEVER, that regardless of the number of years this bond shall continue in force and of the number of premiums that shall be payable or paid, the SURETY shall not be liable hereunder for a larger amount, in the aggregate than the penal amount of this bond which shall be the maximum liability of the SURETY for any and all losses, costs, expenses or damages that the DEPARTMENT may sustain under one or more permits issued to the PRINCIPAL.

SIGNED AND SEALED this **18** day of **September, 2020**.

FILL OUT COMPLETELY

APPLICANT/CONTRACTOR NAME Tim Scherpenisse, Owner, New Life Arboricultural Services	ADDRESS 3402 Broadmoor Ave SE Ste 5, Grand Rapids, MICHIGAN 49512	PHONE 6168895595
SURETY NAME First Standard Asurety, LLLP	ADDRESS 2090 Dunwoody Club Drive, Suite 106-126, Atlanta, GEORGIA 30338	PHONE 7708954015
APPLICANT/CONTRACTOR (Signature) 	SURETY/ATTORNEY-IN-FACT * (Signature) 	
APPLICANT/CONTRACTOR NAME & TITLE Tim Scherpenisse, Owner, New Life Arboricultural Services	ATTORNEY-IN-FACT David Harris	
* The individual signing as Attorney-In-Fact for the SURETY must attach a valid and current Certificate of Authority.		
SURETY CONTACT (in Event of Claim) David Harris, Managing Partner	Address 2090 Dunwoody Club Drive, Suite 106-126, Atlanta, GEORGIA 30338	Phone 7708954015



TO BE COMPLETED BY DEPARTMENT

<p>NOTICE TO SURETY OF BONDS STATUS</p> <p><input type="checkbox"/> Permit operations covered by the above have been completed and performance obligations are hereby terminated effective _____ Obligations for defective workmanship and materials continue as specified above.</p> <p><input type="checkbox"/> Permit covered by above bond has been cancelled prior to performance. Liability under the bond therefore terminated effective _____</p>	<p>BY: _____</p> <p>Region/TSC Utilities-Permits Engineer or Engineer of Utilities-Permits Section</p>
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CORPORATE CERTIFICATE

I, Dave Harris, do hereby certify that I am Secretary of *First Standard Asurety, LLLP*, a Georgia Limited Liability Partnership (Partnership), and that I have the authority to deliver this Certificate on behalf of the Partnership and that the Resolutions set forth in Exhibit "A", attached hereto, and made a part hereof, have been duly adopted by the Members of the Partnership, and have not been amended, revoked or repealed, and are in full force and effect upon the date hereof. I further certify that the following persons with their signatures set opposite their names are the persons authorized to act on behalf of the Partnership under the provisions of the foregoing Resolutions, and that such persons hold the offices indicated upon the date hereof.

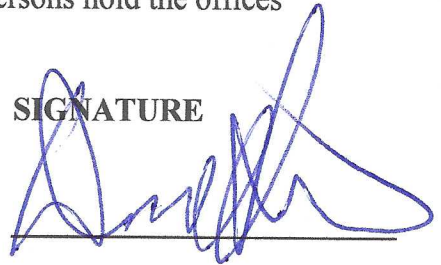
NAME

OFFICE

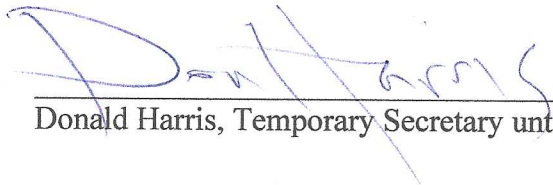
SIGNATURE

Dave Harris

Managing Partner



WITNESS my hand and seal of the Partnership, this the 14th day of September, 2020.



Donald Harris, Temporary Secretary until December 15, 2020



EXHIBIT "A"

**SPECIAL MEETING OF THE MEMBERS OF:
FIRST STANDARD ASURETY, L.L.L.P.**

RESOLVED: That David Harris, Managing Member and Member of *First Standard Asurety LLLP*, a Georgia Limited Liability Partnership, (Partnership) does hereby authorize David Harris, as Manager Partner of *First Standard Asurety, LLLP*, alone, or with other officers, to execute any and all instruments, affidavits, certificates, agreements, guaranty agreements, surety bonds, bid bonds, and any and all other instruments, documents, and agreements on behalf of *First Standard Asurety, LLLP*, **with full Power of Attorney** as he shall deem necessary or desirable, to effect or facilitate the issue of bonds, not to exceed Twenty-five Million United States Dollars (\$25,000,000.00).

FURTHER RESOLVED: That without limitation to any of the forgoing, Dave Harris, as Managing Partner of *First Standard Asurety, LLLP*, shall be and hereby is authorized by the Partnership, to execute on behalf of *First Standard Asurety, LLLP*, any of the foregoing described documents as may, in his sole discretion, be deemed necessary or desirable to effect the transactions contemplated herein.

FURTHER RESOLVED: That the Secretary of the Partnership, is hereby authorized to attest to the signature of the Managing Member of the Partnership to any of the foregoing and to apply the seal of the Partnership thereto, provided that neither any such attestation nor application of such seal shall be a prerequisite to the validity and binding effect upon the Partnership of any action authorized in this resolution.

FURTHER RESOLVED: That the Secretary of the Partnership is hereby authorized to certify a copy of these resolutions, and to execute a certificate or certificates of incumbency and specimen signatures of the persons entitled to act on behalf of the Partnership in the manner contemplated in these resolutions, and to deliver such certified copy and such certificate to any persons they deem to be appropriate in connection with any of the matters authorized in these resolutions.


APPROVED:

WITNESS my hand and seal of the Partnership, this the 14th day of September, 2020.

Witnesses:



David Harris, Managing Member



Don Harris, Secretary
(Temporary Secretary until December 15, 2020)

