

**FIRST AMENDMENT TO SURETY BOND DEPOSIT AGREEMENT
GUARANTEEING INSTALLATION OF SUBDIVISION IMPROVEMENTS**

THIS First Amendment to Surety Bond Deposit Agreement Guaranteeing Installation of Subdivision Improvements (the "**First Amendment**") is made this ____ day of _____, 2016, by and between VILLAGE COOPERATIVE OF LEE'S SUMMIT, a Missouri stock cooperative corporation (the "**Developer**"), OMNI CONSTRUCTION COMPANY, INC., an Ohio corporation (the "**Contractor**") and the City of Lee's Summit, Missouri, a municipal corporation (the "**City**").

WHEREAS, on June 30, 2015, the City, Contractor and Developer entered into a Surety Bond Deposit Agreement Guaranteeing Installation of Subdivision Improvements, which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, (the "**Deposit Agreement**") for the development of Magnolia Place at Charleston Park, second Plat, Lots 2A-3 Final Plat Subdivision, Application #PL2014-160 (the "**Subdivision**"); and

WHEREAS, Paragraph no. 3 of the Deposit Agreement states that,

The Developer guarantees that all Subdivision Improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the City not later than **one year** after the date of this Agreement Date appearing on the signature page below ("**Completion Date**"). The Completion Date may be extended by the written mutual agreement of the parties. The Developer understands that the City will only consider such a request if the Developer obtains sufficient replacement security prior to the expiration of the Bond...

; and

WHEREAS, the parties wish to extend the Completion Date, as set forth in the Deposit Agreement, to *one year* from the date of this First Amendment appearing on the signature page below; and

WHEREAS, Developer has provided sufficient replacement security, in the form of extension of the original Bond, a copy of which is attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Development Agreement shall be amended to provide the following:

1. The Completion Date, as set forth in the Deposit Agreement, is hereby amended to be *one year* from the date of this First Amendment appearing on the signature page below.

2. All other terms and provisions of the Deposit Agreement not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Approved as to form:

Trevor L. Stiles
Chief of Litigation
Office of the City Attorney

VILLAGE COOPERATIVE OF LEE'S SUMMIT

By: _____
Its: TREASURER

OMNI CONSTRUCTION COMPANY, INC.

By: _____
Its: PRESIDENT

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Notary for VILLAGE COOPERATIVE OF LEE'S SUMMIT

STATE OF Minnesota)
COUNTY OF Dakota) ss.

BE IT REMEMBERED, that on this 13th day of July, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Craig Brinkman, the TREASURER of VILLAGE COOPERATIVE OF LEE'S SUMMIT, a Missouri stock cooperative corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

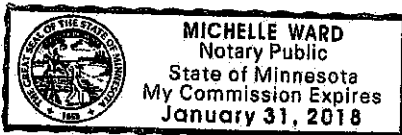
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Michelle Ward
NOTARY PUBLIC

My Commission Expires:

January 31, 2018

[SEAL]



Notary for OMNI CONSTRUCTION COMPANY, INC.

STATE OF OHIO)
)
COUNTY OF Cuyahoga) ss.

BE IT REMEMBERED, that on this 13th day of July, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RICHANA STONE, the PRESIDENT of OMNI CONSTRUCTION COMPANY, INC., an Ohio corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Donna M. Massengill
NOTARY PUBLIC

My Commission Expires:

Oct. 30, 2016

[SEAL]

END OF DOCUMENT



DONNA M. MASSENGILL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
My Comm. Exp. 10/30/16

EXHIBIT A
See Attached

**SURETY BOND DEPOSIT AGREEMENT GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS**

THIS SURETY BOND DEPOSIT AGREEMENT GUARANTEEING INSTALLATION OF SUBDIVISION IMPROVEMENTS ("Deposit Agreement"), is made and entered into this 30th day of June 2015, by VILLAGE COOPERATIVE OF LEE'S SUMMIT a Missouri stock cooperative corporation, (the "Developer"), OMNI CONSTRUCTION COMPANY, INC., a Ohio corporation (the "Contractor"), and the CITY OF LEE'S SUMMIT, MISSOURI (the "City") (the various parties shall hereinafter be referred to collectively as "the parties").

RECITALS AND DEFINED TERMS

WHEREAS, plans, information and data for the creation and development of a Final Plat for a subdivision to be known as the Magnolia Place at Charleston Park, Second Plat, Lots 2A-3 Final Plat Subdivision, Application #PL2014-160 (the "Subdivision") have been provided to the City, and a copy of the proposed Final Plat is attached hereto and incorporated by reference as Exhibit 'A'; and

WHEREAS, engineering plans for the Subdivision have been submitted to the City together with the estimated costs of construction, installation and completion of certain subdivision-related public improvements ("Subdivision Improvements") required by the City's Unified Development Ordinance ("UDO") and Code of Ordinances, all in accordance with the City's subdivision regulations set forth in Article 16 of the UDO, and have been approved; and

WHEREAS, Section 16.330 of the UDO requires that the Subdivision Improvements must be constructed prior to approval of the Final Plat for the Subdivision, unless satisfactory security is provided in accordance with Section 16.340 of the UDO; and

WHEREAS, the Developer is under contract to acquire the property comprising the Subdivision from Richard D. Link and Deborah J. Link, the applicants for Application #PL2014-160 and the subdividers of the Subdivision (the "Subdividers"); and

WHEREAS, the Developer desires to establish security for the Subdivision Improvements on behalf of the Subdividers by deposit of a surety bond that names the Contractor as the bond principal, all in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided, **IT IS HEREBY MUTUALLY AGREED:**

1. The Developer has deposited with the City a Subdivision Bond, bond number 08677311, in the sum of \$202,653.00 (the "Bond"). The Bond names the Contractor as Principal, and the terms of this Agreement are incorporated into the Bond. Contractor is, or will be, under contract with the Developer to construct the Subdivision Improvements. The Bond is deposited with the City for the purpose of guaranteeing the construction, installation, and completion of all required Subdivision Improvements, all in

accordance with the plans approved by the City and on file with the City's Public Works Department (the "Approved Improvement Plans") and in accordance with the City ordinances regulating the same, including, without limitation, Section 16.340 of the UDO. The sum of the Bond consists of an amount equal to the *estimated* costs of the construction, completion, and installation of the Subdivision Improvements ("Estimated Costs") as set forth on the Estimate Sheet which is attached hereto as Exhibit 'B' and incorporated herein by reference. Nothing in the estimates or specification of component items shall in any way limit the City or require release based on each line item, and Developer agrees it continues to be obligated to complete and guarantee completion of all Subdivision Improvements. The parties agree that the Bond shall serve as security to guarantee the construction, installation and completion of the required subdivision-related public improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the City regulating the same. The Developer expressly assumes all responsibility to ensure the construction, completion, and installation of the Subdivision Improvements and the Developer understands and agrees that failure to maintain the Bond without replacing it with adequate security will be a violation of City ordinances, including Section 16.340 of the UDO.

2. The Bond guarantees the construction, installation, and completion of all Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this Deposit Agreement by reference and as summarized in the attached Exhibit 'B' and as required by the ordinances and regulations of the City. Any release of part of or a portion of the Bond is only an accommodation to the Developer and is not a waiver of any kind by the City of its rights under the Deposit Agreement that the entire Bond guarantees each and every improvement. The City Attorney and City Manager for the City, acting in conjunction, may at any time during the period of the Bond accept a substitution of principal or sureties on the Bond

3. The Developer guarantees that all Subdivision Improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the City not later than one year after the date of this Agreement Date appearing on the signature page below ("Completion Date"). The Completion Date may be extended by the written mutual agreement of the parties. The Developer understands that the City will only consider such a request if the Developer obtains sufficient replacement security prior to the expiration of the Bond. The Contractor agrees to install, construct and complete the Subdivision Improvements in accordance with its independent contract with the Developer, and the Developer and the Contractor agree that this contract will provide for the installation, construction and completion of the Subdivision Improvements in accordance with Approved Improvement Plans and the ordinances of the City.

4. (a) That the City may, through written authorization of the City Engineer, authorize the release or reduction of portions of the Bond upon completion of components within categories and shall release corresponding portions of the Bond upon completion of categories of improvements as provided that a qualified, licensed engineer employed by or on behalf of the Developer certifies to the City the completion of such work; PROVIDED FURTHER that in no event shall the City release any part of the Bond except as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the Developer shall first make written request for inspection, and

include therewith a certification by the Developer's engineer, to the City Engineer. Upon receipt of the Developer's written request for inspection and certification by the Developer's engineer, the City (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the Developer. Upon receipt of the inspection report, the City Engineer will review the report, verify that the Subdivision Improvement complies with all laws and requirements of the City, and authorize such release.

(c) No category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category of Subdivision Improvement may be deemed to be complete until there is a certification by the City that the category of Subdivision Improvement is complete. No certification shall be issued by the City unless all of the following takes place: (i) the Developer submits a written request to the City for inspection of the Subdivision Improvements; (ii) the inspection is completed by the City's inspector who determines that the Subdivision Improvement are complete and recommends to the City Engineer that it be released; and (iii) the City Engineer reviews the City Inspector's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the City, and authorizes such release.

(d) Upon certification by the City Engineer that the construction and installation of a category of Subdivision Improvement is complete (in accordance with §4(b) and (c) above), the City shall authorize the release of the Estimated Cost originally retained for that category *minus* a maximum retention of five percent (5%), as otherwise provided in this Section 5, with said release of funds to take place within 30 days of the City's Engineer's certification as provided for in Section 16.340.D of the UDO. The Developer shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire Bond for all categories.

(e) IN NO EVENT SHALL the City be required to release more than ninety-five percent (95%) of the Bond, until the City has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the City.

5. The Developer and the Contractor shall in all respects comply with all applicable laws and regulations pertaining to the construction, completion, dedication and installation of the Subdivision Improvements. This Deposit Agreement shall not be deemed to create any commitment by the City to accept any improvement for dedication and maintenance.

6. Upon completion of the final category of Subdivision Improvements and compliance with all ordinances, laws and regulations relating to dedication of the Subdivision Improvements to the City, the final Bond amounts shall be released within 30 days of certification of completion by the City Engineer.


7. Exercise or waiver by City of any enforcement action under this Deposit Agreement or the City's Code of Ordinances does not waive or foreclose any other or subsequent enforcement action whatsoever. The Bond placed under this Deposit Agreement shall be governed by the

provisions of the City's Code of Ordinances, including, without limitation, the UDO and the subdivision regulations contained therein, and the Developer agrees to the provisions thereof as if set forth herein. The City shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's or Contractor's obligations under this Deposit Agreement.

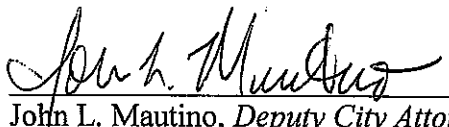
8. The City, Contractor, and Developer hereby accept this agreement as a lawful and satisfactory Deposit Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: 
Stephen A. Arbo, *City Manager*

Approved as to form:


John L. Mautino, *Deputy City Attorney*

OMNI CONSTRUCTION COMPANY, INC

By: [Signature]
Its: J.P.

Notary for Omni Construction, Inc.

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 19TH day of JUNE, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROB WOLF, the VICE PRESIDENT of Omni Construction, Inc., who is personally known to me to be the same person who executed the within instrument on behalf of Omni Construction, Inc., and such person duly acknowledged the execution of the same to be the act and deed of Omni Construction, Inc..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Donna M. Massengill
NOTARY PUBLIC

My Commission Expires:
October 30, 2016

[SEAL]



DONNA M. MASSENGILL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
My Comm. Exp. 10/30/16

VILLAGE COOPERATIVE OF LEE'S SUMMIT

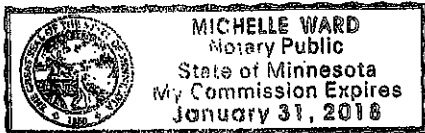
By: [Signature]
Its: PRESIDENT

Notary for Village Cooperative of Lee's Summit.

STATE OF Minnesota)
) ss.
COUNTY OF Dakota)

BE IT REMEMBERED, that on this 10th day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Keith Jans, the President of Village Cooperative of Lee's Summit, who is personally known to me to be the same person who executed the within instrument on behalf of Village Cooperative of Lee's Summit, and such person duly acknowledged the execution of the same to be the act and deed of Village Cooperative of Lee's Summit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



[Signature]
NOTARY PUBLIC

My Commission Expires:
January 31, 2018

[SEAL]

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 30th day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


NOTARY PUBLIC

My Commission Expires:

4-9-16

[SEAL]



JULIE C. PRYOR
My Commission Expires
April 9, 2016
Jackson County
Commission #12517227

EXHIBIT 'A' – FINAL PLAT
[see attached]

RECEIVED
MAY 05 2010

- 2014 - 160 -

FINAL PLAT
MAGNOLIA PLACE AT CHARLESTON PARK, SECOND PLAT, LOTS 2A - 3, Planning & Codes Admin
Replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B
and a Part of the North Half of Section 10, Township 47, Range 31
Lee's Summit, Jackson County, Missouri

DEDICATOR:
THE STATE OF MISSOURI, BY THE COMMISSIONER OF REVENUE, HAS CAUSED TO BE DRAWN AND RECORDED THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

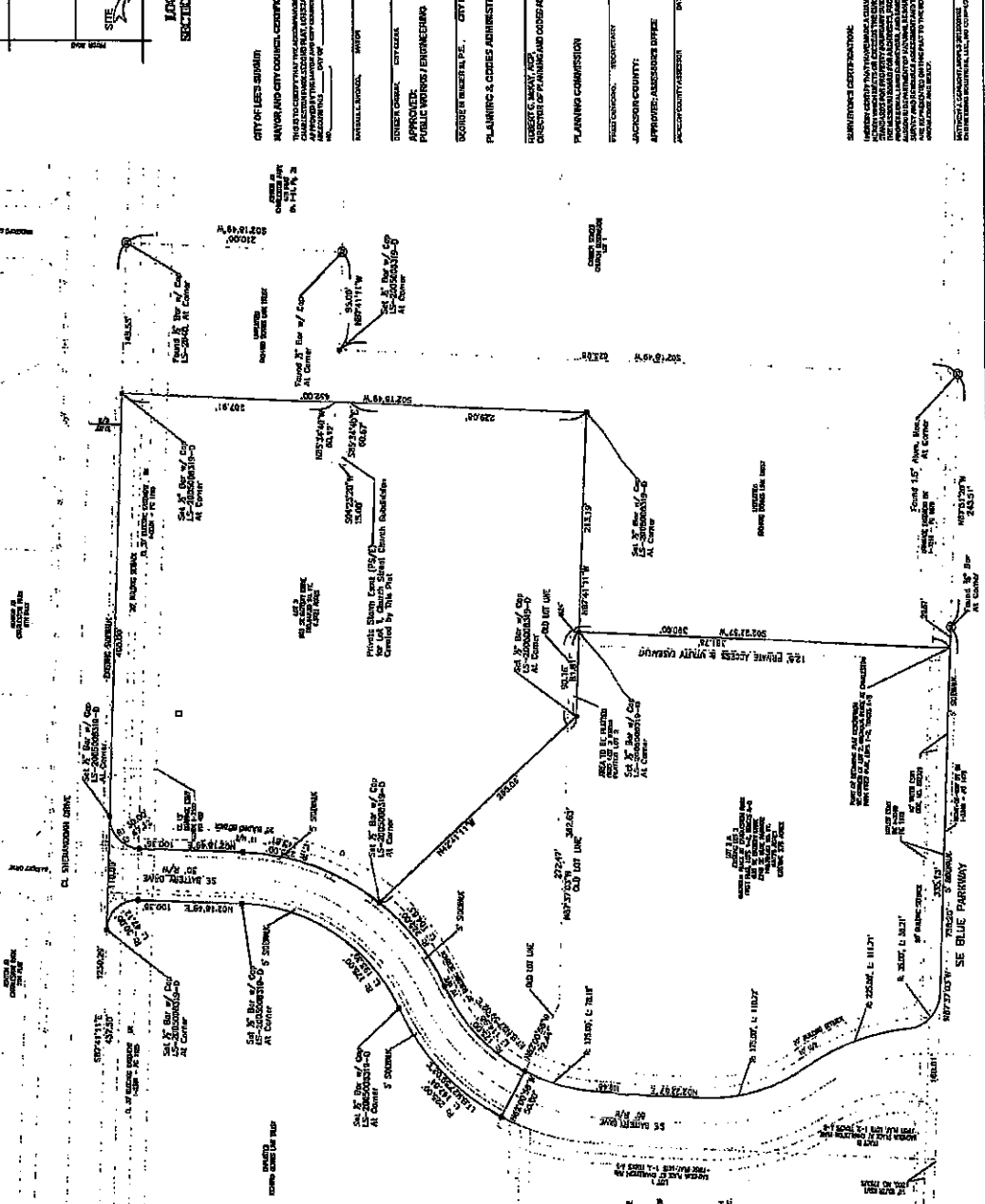
REVISIONS:

NO.	DATE	DESCRIPTION
1	11-11-09	ORIGINAL PLAT
2	12-15-09	REVISION TO CORRECT ERROR IN LOT 2A
3	05-05-10	REVISION TO CORRECT ERROR IN LOT 2A

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.



PLANNING & CODES ADMINISTRATION
CITY OF LEE'S SUMMIT
10000 N. STATE ST., SUITE 200
LEE'S SUMMIT, MISSOURI 64578
PHONE: (816) 488-2000
FAX: (816) 488-2001
WWW: www.leessummit.org

APPROVED:
DATE: _____
CITY CLERK
DATE: _____
CITY COMMISSIONER

APPROVED:
DATE: _____
DIRECTOR OF PLANNING AND CODES ADMINISTRATION
PLANNING & CODES ADMINISTRATION
CITY OF LEE'S SUMMIT
10000 N. STATE ST., SUITE 200
LEE'S SUMMIT, MISSOURI 64578
PHONE: (816) 488-2000
FAX: (816) 488-2001
WWW: www.leessummit.org

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

NOTICE TO THE PUBLIC:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

LEGAL DESCRIPTION:
This plat shows the replat of Lot 2, Magnolia Place at Charleston Park First Plat, Lots 1 - 2, Tracts A-B and a part of the North Half of Section 10, Township 47, Range 31, Lee's Summit, Jackson County, Missouri. The total area of the land is 10.00 acres.

RECORDING INFORMATION:
THIS PLAT IS BEING RECORDED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 145, R.S.M. IN ORDER TO RECONSTRUCT THE ROADWAY AND TO BE A PART OF THE HIGHWAY SYSTEM OF THE STATE OF MISSOURI.

EXHIBIT 'B' - ESTIMATE SHEET
[see attached]

ENGINEERING COST ESTIMATE

ENGINEERING SOLUTIONS

50 SE 30TH STREET
LEE'S SUMMIT, MO

DATE:
6/2/2015

PROJECT NAME:
Battery Drive Improvments

SITE LOCATION:

BATTERY DRIVE & SHENADOAH
LEE'S SUMMIT, MO

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM
ASPHALT PAVING, INCLUDING CUL-DE-SAC	S.Y.	1,602	25.50	40851.00
CURBING	FT	1,030	13.00	13390.00
GEOGRID	S.Y.	1,717	3.00	5151.00
MoDOT Type 5 Base	S.Y.	1,717	5.25	9014.25
5' SIDEWALK	S.F.	10,300	5.00	51500.00
ADA SIDEWALK RAMP	UNIT	6	500.00	3000.00
STREET SIGNAGE	UNIT	1	350.00	350.00
CLEARING, GRADING & GRUBBING	CY	2,885	4.50	12982.50
FIRE HYDRANT ASEMBLY	UNIT	1	3100.00	3100.00
8" WATER LINE	UNIT	497	21.00	10437.00
8" GATE VALVES	UNIT	2	500.00	1000.00
THRUST BLOCK	UNIT	4	180.00	720.00
TEES, BENDS	LS	6	150.00	900.00
STORM PIPE				
15" HDPE	FT	89	22.60	2009.70
18" HDPE	FT	150	24.50	3664.71
24" HDPE	FT	174	32.00	5567.68
5' x 4' STORM CURB INLET	UNIT	6	3100.00	18600.00
5' x 5' STORM FIELD INLET	UNIT	1	3500.00	3500.00
SILT FENCE	FT	1,932	1.25	2415.00
INLET PROTECTION	UNIT	6	750.00	4500.00
SEEDING / MULCHING	LS	1	6500.00	6500.00
ROCK CHECK AND CONST ENTRANCE	UNIT	2	1750.00	3500.00
TOTAL COST = \$				202,653.00

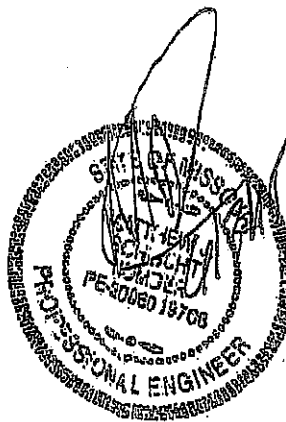


EXHIBIT B
See Attached

SUBDIVISION BOND

Bond Number: 08677311

KNOW ALL MEN BY THESE PRESENTS, That We, Omni Construction Company, Inc. of 25975 Emery Road, Warrensville Heights, Ohio 44128 as Principal, and Fidelity and Deposit Company of Maryland a Maryland 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 Two Hundred Two Thousand Six Hundred Fifty Three and 00/100----- (\$202,653.00) 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 present.

WHEREAS the Principal has agreed with the City of Lee's Summit, Missouri and the developer of the Subdivision referenced below to complete, construct and install certain improvements in connection with the Magnolia Place at Charleston Park, Second Plat, Lots 2A - 3 final plat subdivision ("Subdivision"), with said improvements to Battery Drive including asphalt paving, curbing, sidewalk, ADA sidewalk ramp, street signage, clearing, grading and grubbing, fire hydrant assembly, water line, gate valves, and storm pipe, being described more fully in the engineering plans for said project on file with the City Engineer (the "Improvements") all in the manner described more fully in that certain Surety Bond Deposit Agreement Guaranteeing Installation of Subdivision Improvements attached hereto as Exhibit "A" and incorporated herein by reference (the "Deposit Agreement") .

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall complete, construct and install said improvements within a period of one year from date hereof, all to be done in accordance with provisions of the Deposit Agreement, 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 Two Hundred Two Thousand Six Hundred Fifty Three and 00/100----- (\$202,653.00) Dollars.

SIGNED, SEALED AND DATED this 16th day of June, 2015.

Omni Construction Company, Inc.

José A. Conzaga
Witness

By: [Signature]

Fidelity & Deposit Company of Maryland

Mal Z. Peale
Witness

By: [Signature]
GERI PATRONITE, ATTORNEY-IN-FACT

ENGINEERING COST ESTIMATE

ENGINEERING SOLUTIONS

50 SE 30TH STREET
LEE'S SUMMIT, MO

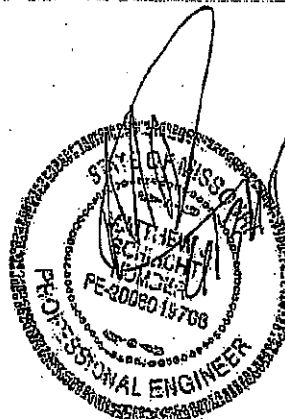
DATE:
6/2/2015

PROJECT NAME:
Battery Drive Improvements

SITE LOCATION:

BATTERY DRIVE & SHENADOAH
LEE'S SUMMIT, MO

ITEM AND DESCRIPTION	UNIT	ESTIMATED QUANTITY	LABOR AND MATERIAL COST PER UNIT	COST PER ITEM
ASPHALT PAVING, INCLUDING CUL-DE-SAC	SY	1,602	25.50	40851.00
CURBING	FT	1,030	13.00	13390.00
GEOGRID	SY	1,717	3.00	5151.00
MoDOT Type 5 Base	SY	1,717	5.25	9014.25
5" SIDEWALK	S.F.	10,900	5.00	54500.00
ADA SIDEWALK RAMP	UNIT	6	500.00	3000.00
STREET SIGNAGE	UNIT	1	350.00	350.00
CLEARING, GRADING & GRUBBING	CY	2,885	4.50	12982.50
FIRE HYDRANT ASEMBLY	UNIT	1	3100.00	3100.00
8" WATER LINE	UNIT	497	21.00	10437.00
8" GATE VALVES	UNIT	2	500.00	1000.00
THRUST BLOCK	UNIT	4	180.00	720.00
TEES, BENDS	LS	6	150.00	900.00
STORM PIPE				
15" HDPE	FT	89	22.50	2002.50
18" HDPE	FT	150	24.50	3675.00
24" HDPE	FT	174	32.00	5568.00
5' x 4' STORM CURB INLET	UNIT	6	3100.00	18600.00
5' x 5' STORM FIELD INLET	UNIT	1	3500.00	3500.00
SILT FENCE	FT	1,932	1.25	2415.00
INLET PROTECTION	UNIT	6	750.00	4500.00
SEEDING / MULCHING	LS	1	6500.00	6500.00
ROCK CHECK AND CONST ENTRANCE	UNIT	2	1750.00	3500.00
TOTAL COST = \$				202,653.00



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition
As Of December 31, 2014**

ASSETS

Bonds.....	\$ 142,720,308
Stocks	21,816,223
Cash and Short Term Investments	2,077,768
Reinsurance Recoverable	10,375,303
Other Accounts Receivable	46,778,921
TOTAL ADMITTED ASSETS	\$ 223,768,523

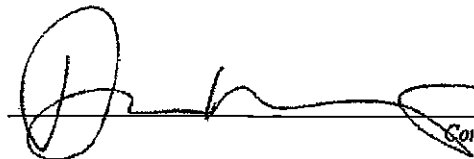
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
TOTAL LIABILITIES	\$ 55,295,807
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	163,472,717
Surplus as regards Policyholders	168,472,716
TOTAL.....	\$ 223,768,523

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

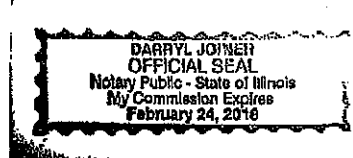
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.


Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Carol BEDNAR, Geri PATRONITE, Terralyn C. COLOSIMO, Mark L. RADER and Dale A. KAPROSY, all of Cleveland, Ohio, EACH** its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of March, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 16th day of March, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of JUNE, 2015.



Gerald F. Haley

Gerald F. Haley, Vice President