



O 317 805 7500 F 317 805 7515
A 571 MONON BLVD., SUITE 400, CARMEL, IN 46032
W MJINSURANCE.COM

July 20, 2021

Mr. Jim Kelliher
Cityscape Residential, LLC
8335 Keystone Crossing, Suite 220
Indianapolis, IN 46240

Re: Permit and License bond for City of Lee's Summit
Right of Way
Bond Number: MO5622815
Bond Amount: \$5,000.00

Dear Jim:

Per your request, enclosed please find the above-captioned bond. Please review your bond for accuracy, and notify us of any changes that need to be made. Please be sure that the bond is signed by an authorized officer of your company before filing with the owner/owners representative.

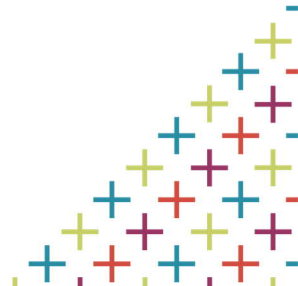
Please note that we will send an invoice for this bond under separate cover.

Should you have any questions, or if I may be of any further assistance, please feel free to call me.

Sincerely,
MJ INSURANCE


Elexis Richards
Bond Department

Enclosures





MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. MO5622815

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Cityscape Construction LLC,
of Indianapolis, State of Indiana, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Missouri, as Surety, are held and firmly bound unto
City of Lee's Summit, Obligee, in the penal
sum of Five Thousand Dollars (\$5,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Right of Way for traffic control for demo and repair existing curbs along Douglas and 2nd, install new curb and gutter

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 19th day of
May, 2021, and ending on the 19th day of May,
2022, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 20th day of July, 2021

Cityscape Construction LLC

Principal

Countersigned (if required):

Principal

By: _____

Merchants Bonding Company (Mutual)

By: Elexis B. Richards

Elexis B Richards Attorney-in-Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Elexis B Richards

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of July, 2021.



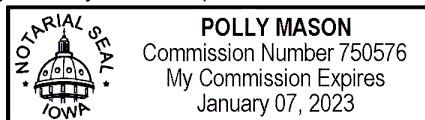
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of July, 2021.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**THIS ENDORSEMENT CHANGES THE BOND.
PLEASE READ IT CAREFULLY.**

MISSOURI AMENDATORY ENDORSEMENT

Any provision to the contrary shall be deleted and replaced by the following.

1. NOTICE OF CLAIM

At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020. No suit to recover on account of loss under this Bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of ten years from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this Bond for giving notice, filing claim or bringing suit is prohibited or made void by law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

2. NOTICE OF CANCELLATION OR NONRENEWAL

A. CANCELLATION

1. The first named Insured may cancel this bond by mailing or delivering to the Insurer advance written notice of cancellation.

2. The Insurer may cancel this bond for any of the following reason(s):

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation affecting the bond or in the presentation of a claim thereunder or a violation of any of the terms or conditions of a bond;
- (c) Changes in conditions after the effective date of the bond which have materially increased the hazards originally insured;
- (d) Insolvency of the Insurer; or
- (e) The Insurer involuntarily loses reinsurance for the bond.

3. The Insurer will mail or deliver to the first named Insured, written notice of cancellation at least sixty (60) days before the effective date of cancellation. The notice will contain the reason for cancellation.

4. If this bond is cancelled, we will send the first named Insured any premium refund due. If the first named Insured or the Insurer cancels this bond, return premium will be calculated pro rata.

B. NONRENEWAL

1. The Insurer will mail or deliver to the first named Insured, written notice of nonrenewal at least sixty (60) days cancellation.

2. The notice will contain the reason for the nonrenewal.



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**NOTICE TO MISSOURI
POLICY HOLDERS AND
BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first. If you have been unable to contact or obtain information from your agent, you may contact our company at the following address and telephone number:

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, Iowa 50266
(800) 678-8171

MISSOURI ENDORSEMENT

The following provisions have been added, and supersede any provision to the contrary:

The following actions shall be commenced within 10 years:

1. An action upon any writing, whether sealed or unsealed, for the payment of money or property;
2. Actions brought on any covenant of warranty contained in any deed of conveyance of land shall be brought within ten years next after there shall have been a final decision against the title of the covenantor in such deed, and actions on any covenant of seizin contained in any such deed shall be brought within ten years after the cause of such action shall accrue;
3. Actions for relief, not herein otherwise provided for.

If this bond contains the provision below, or one substantially similar to the provision below, that provision is hereby removed in its entirety.

1. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.