

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 20th day of February 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept a Bond in the form of a Certificate of Deposit in the amount of \$10,000 for outstanding road/public works improvements for the Final Major Plat of: Trade Winds Park Plat 1. S12-T48N-R12W along with the acceptance of the bonding paperwork consisting of

- Guaranty and Collateral Pledge &
- Uniform Subdivision Improvement Performance Bond

Done this 20th day of February, 2007

ATTEST:

Wendy S Noren
 Wendy S. Noren
 Clerk of the County Commission

Kenneth M Pearson
 Kenneth M Pearson
 Presiding Commissioner

Karen M Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

02-2007

original in
Planning & ZONING
Office of THAD

GUARANTY AND COLLATERAL PLEDGE

This agreement is made on the 15th day of February, 2007, by and between

I-70, L.L.C. (herein Principal), and

First National Bank (herein Surety), and the County of Boone (herein County).

WITNESSETH:

WHEREAS, the Principal and Surety have executed and entered into a Uniform Subdivision Improvement Performance Bond (herein performance bond) wherein the Principal and Surety have bound themselves unto the County in the sum of \$10,000.00 Dollars for the purpose of securing and guaranteeing full and complete compliance with the subdivision regulations of Boone County, Missouri for Trade Winds Park Subdivision, all as set forth in said performance bond which is attached hereto and incorporated herein by reference, and

WHEREAS, the County requires in lieu of corporate surety bond a Guaranty and Pledge to secure the Principal and Surety's performance under said performance bond as a condition for approval of said plat.

NOW THEREFORE, in consideration of the agreements and covenants herein contained, the parties agree as follows:

1. The Principal and Surety hereby unconditionally guarantee and promise that all obligations incurred by the Principal and Surety under the attached performance bond shall be performed and the Surety hereby irrevocable pledges the sum of \$10,000.00 in the form of a Certificate of Deposit issued by a bank under such terms and conditions as are approved by and are acceptable to the County maturing within 365 days of deposit and made payable to the County of Boone subject to the terms hereinafter set forth to secure the obligations of the Principal and Surety under the attached performance bond.

2. The Principal hereby agrees to diligently and faithfully perform all obligations set forth in the attached performance bond and not to hinder or delay any other party hereto from performance of their obligations under said bond or agreement herein.

3. The Principal and/or Surety hereby agree that the sum irrevocably pledged to the County may be kept by the county and used by the County to fulfill the Principal's and Surety's obligations under the attached performance bond in the event of default, in whole or part, by the Principal or Surety under said bond.

4. The County hereby expressly agrees that no amount of the sum hereby pledged and kept as security shall be paid or otherwise be disbursed to any party, person or entity except under the following conditions:

a. If and when the Principal and Surety fully discharge their obligations under the performance bond on or before the date set forth therein for completion of all improvements and compliance with said subdivision regulations, then the obligations created by this agreement shall be null and void and the Certificate of Deposit pledged as security shall be returned with any interest earned to the principal or surety as their interest appears.

b. In the event of default, in whole or part, by the Principal or Surety in the performance of the obligations set forth in said performance bond, then the Certificate of Deposit shall be redeemed at the next available maturity date or sooner with penalty if necessary in the sole judgment of the County, and paid out in such amounts as are necessary to complete the improvements necessary to fulfill obligations under the bond, provided, however, that such disbursements shall only be made for the purpose of paying for the necessary materials and labor to complete the improvements in compliance with the requirements of the performance bond and such other reasonable expenses incurred by the County in connection therewith; any surplus remaining shall be returned to the Principal or Surety as their interests appear.

5. This agreement shall be binding upon and endure for the benefit of the parties hereto, their heirs, personal representatives, successors and assigns and shall not be assigned or be otherwise

transferable without the written consent of all parties to this agreement. This agreement constitutes the entire agreement between the parties and shall be amended only by written instrument executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

PRINCIPAL:

I-70, L.L.C.

By: [Signature]
Signature of Developer

Robert Hollis Atkinson in Fact
Printed Name of Developer
for I-70, L.L.C.

Title: Developer

COUNTY OF BOONE, MISSOURI

By: [Signature]
Signature of Commissioner

KENNETH M. PEARSON
Printed Name of Commissioner

Title: ~~Acting~~ Presiding Commissioner

SURETY:

First National Bank

By: [Signature]
Signature of Bank Official

Cheryl L. Jarvis
Printed Name of Bank Official

Title: V.P.

ATTEST:

By: [Signature]
Signature of County Clerk

Wendy S. Noren
Printed Name of County Clerk

Title: County Clerk

TREASURER'S ACKNOWLEDGEMENT

Seal

By: [Signature]
Signature of County Treasurer

Kay R. Murray
Printed Name of County Treasurer

Title: Boone County Treasurer

UNIFORM SUBDIVISION IMPROVEMENT PERFORMANCE BOND
BOONE COUNTY, MISSOURI

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Principal and Surety are held and firmly bound unto the County of Boone, State of Missouri (herein "County") in the sum of Ten
Thousand and no/100 Dollars (\$10,000.00),

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the undersigned Principal has sought approval of a certain subdivision plat from the County through the Boone County Commission more particularly described as follows:

Trade Wind Park, Plat No. 1, a major plat located in Section 12, Township
48 North, Range 12 West, Boone County, Missouri

all as shown in the final plat thereof approved by the Boone County Planning and Zoning Commission and on file with the Boone County Department of Planning and Building Inspection, which is hereby incorporated by reference, and

WHEREAS, the Principal desires to defer immediate completion or installation of the following described improvements that are required under the subdivision regulations of Boone County, Missouri, until after approval and recording of said plat, namely:

Items 1, 3, 4, 5, 6, 7, and 9 of the "punch list" of Trade Winds Park,

Plat #1 as shown in a letter dated February 7, 2007 from John P. Watkins

II of the Boone County Public Works Department.

and

WHEREAS, the County is empowered to accept a performance bond to secure the Principal's final and actual completion and installation of said improvements within said subdivision as platted and as required by the Subdivision Regulations of Boone County, Missouri, as on this date in effect and incorporated herein by reference, in lieu of immediate completion or performance prior to approval and recording of the above described plat all in accordance with section 64.825 RSMo. and Section 1.7.5 of said regulations.

NOW THEREFORE, if said plat is approved by the County Commission of Boone County, Missouri, and recorded in the office of the Recorder of Deeds for Boone County, Missouri, and the Principal shall actually complete and install all said improvements in full and complete compliance with the said subdivision regulations, by no later than the 15th day of August, 20 07, then this obligation shall be void and of no effect. However, it is expressly understood, agreed and provided under this bond that if the Principal should make default by failing to complete or install said improvements by the aforesaid date in full, strict and complete compliance with said regulations, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and in the event the Principal or Surety shall fail to immediately pay the full amount hereof, or as much as is necessary to immediately and finally complete or install said improvements after the date herein specified, upon the County's written demand, then this bond may be sued upon in the name of the County for judgment in a court of competent jurisdiction.

IT IS FURTHER specifically understood, agreed and provided under this bond that the requirement that the Principal and Surety fully complete and install said improvement(s) means that all such specifications that have been approved by the Boone County Planning and Zoning Commission, the Boone County Department of Planning and Building Inspection, and such other agencies, utilities or public or private entities as are required as a part of the plat approval process established by the said regulations.

AND IT IS FURTHER understood, agreed and provided under this bond that the performance required hereunder shall apply to any changes in improvements herein specified caused by any re-plat of the above described plat which is approved by the Boone County Commission and duly recorded prior to the date of final completion required herein, whether or not the Surety hereunder is notified thereof; provided, however, the Surety shall in no event be liable for more than the stated amount of this bond for changes in said improvements caused by re-platting. Further, no act of forbearance, modification, waiver or grant of time extension allowed by the County to the Principal shall in any way release or relieve the Surety of its obligations hereunder.

IN WITNESS WHEREOF, the undersigned parties have executed the within instrument this

15th day of February 2007

Principal (s)

Surety

Individual

(Surety Name)

(Partnership)

(Signature) Partner

(Attorney-in-Fact)

(Signature) Partner

(Address of Attorney-in-Fact)

(Signature) Partner

(Phone # of Attorney-in-Fact)

(Corporation/Limited Partnership) (Limited Liability Company)

I-70, L.L.C.
(Firm Name)

Robert Aullis
(Attorney-in-Fact)

[Signature]
(Signature) Officer/General Partner /Member

** Attach Power of Attorney

Attorney in Fact
(Title)

**RESOLUTION, AUTHORIZATION
AND POWER OF ATTORNEY**

This Resolution, Authorization, and Special Power of Attorney has been made and executed this 15th day of February, 2007, by David F. Atkins, with respect to his ownership interests in I-70, LLC, a Missouri limited liability company ("I-70") in favor of **Robert N. Hollis** (the "Authorized Agent").

For good and valuable consideration, and pursuant to the resolutions hereafter specified and set forth, David F. Atkins, on behalf of I-70, hereby authorizes, declares, resolves, and confer upon the Authorized Agent the following:

1. **Grant of Authority:** David F. Atkins and I-70 hereby adopt the resolutions, authorizations, and designation of the Authorized Agent for the purpose of conferring upon the Authorized Agent the authority hereafter described.

2. **Ownership and Control of Entities:** David F. Atkins owns membership interests in I-70 and has authority act on behalf of same as described in its operating agreement. David F. Atkins individually possesses the authority to confer upon the Authorized Agent the powers hereafter described.

3. **Designation of Authorized Agent:** I-70 hereby designates Robert N. Hollis as the Authorized Agent to act on behalf of I-70, pursuant to the following resolutions, authorizations, and the powers of attorney granted herein by this document. All references to the "Authorized Agent" shall be deemed to refer to Robert N. Hollis, an individual, who is hereby granted and has had conferred upon him by this document the powers, authority, and abilities hereafter specified. The grant by this document of the authority in favor of the Authorized Agent set forth herein shall be considered as a "durable power of attorney" under Missouri Durable Power of Attorney law, and may not be revoked by I-70 until after February 15th, 2007, and any action, document, guaranty, or obligation executed by the Authorized Agent on behalf of I-70 prior to said date shall be fully binding in all respects and may not be rescinded, contested, challenged, revoked, or in any manner modified or qualified by I-70 in any respect whatsoever. Instead, all such obligations to which the Authorized Agent has committed I-70 shall be fully binding in all respects and to the same extent as if I-70 had executed same.

4. **Resolutions:** I-70, hereby resolves, with respect to purchasing a certificate of deposit in conjunction with obtaining a performance bond and related documents in favor of the County of Boone (the "Transaction"), as follows:

a. It is hereby resolved that I-70 hereby authorizes the Authorized Agent to execute and be obligated in accordance with the terms of documents affiliated with the

Transaction that may be reasonably required and which are executed by the Authorized Agent pursuant to this Power of Attorney.

b. I-70 hereby resolves to designate the Authorized Agent as the duly constituted officer, authorized agent, and attorney in fact for I-70, with full power to execute all documents and agreements on behalf of same, and obligate same in accordance with the terms thereof for the Transaction.

c. I-70 hereby resolves that all actions taken by the Authorized Agent in order to accomplish the intents and purposes of these resolutions may be accomplished by the Authorized Agent on behalf of I-70.

5. **Authority:** The list of authorized acts in favor of the Authorized Agent as described above is intended to be by way of illustration and not by way of limitation. The Authorized Agent shall have the authority to take all actions on behalf of I-70 as may be reasonably required for the legitimate business purposes related to the Transaction, and in this regard the actions of the Authorized Agent in all of the foregoing respects are hereby ratified, confirmed, and approved and ordered binding upon I-70.

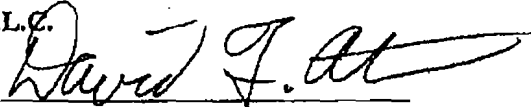
6. **Termination of Authority:** This power of attorney and designation of authority in favor of the Authorized Agent shall expire on February 15th, 2006, at 11:59 p.m., Central Standard Time, (the "Expiration Date") but shall remain in full force and effect until then. All documents executed on February 15th, 2007 and prior to the Expiration Date shall be binding in all respects as set forth above.

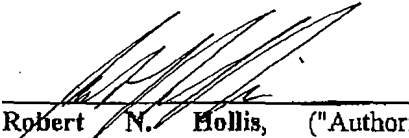
7. **Binding Effect; Construction:** This document has been executed for the foregoing purposes and shall be binding upon I-70. It shall be interpreted in accordance with the laws of the state of Missouri.

IN WITNESS WHEREOF, I-70, LLC has executed this document on this 15th day of February, 2007, and the signature of said party has been acknowledged by the below-named authority, and the Authorized Agent has executed this document to confirm his willingness to exercise said authority on behalf of I-70, LLC as aforesaid.

I-70, L.L.C.

By:


David F. Atkins, Member


Robert N. Hollis, ("Authorized Agent")

**RESOLUTION, AUTHORIZATION
AND POWER OF ATTORNEY**

This Resolution, Authorization, and Special Power of Attorney has been made and executed this 15th day of February, 2007, by David F. Atkins, with respect to his ownership interests in I-70, LLC, a Missouri limited liability company ("I-70") in favor of Robert N. Hollis (the "Authorized Agent").

For good and valuable consideration, and pursuant to the resolutions hereafter specified and set forth, David F. Atkins, on behalf of I-70, hereby authorizes, declares, resolves, and confer upon the Authorized Agent the following:

1. **Grant of Authority:** David F. Atkins and I-70 hereby adopt the resolutions, authorizations, and designation of the Authorized Agent for the purpose of conferring upon the Authorized Agent the authority hereafter described.

2. **Ownership and Control of Entities:** David F. Atkins owns membership interests in I-70 and has authority act on behalf of same as described in its operating agreement. David F. Atkins individually possesses the authority to confer upon the Authorized Agent the powers hereafter described.

3. **Designation of Authorized Agent:** I-70 hereby designates Robert N. Hollis as the Authorized Agent to act on behalf of I-70, pursuant to the following resolutions, authorizations, and the powers of attorney granted herein by this document. All references to the "Authorized Agent" shall be deemed to refer to Robert N. Hollis, an individual, who is hereby granted and has had conferred upon him by this document the powers, authority, and abilities hereafter specified. The grant by this document of the authority in favor of the Authorized Agent set forth herein shall be considered as a "durable power of attorney" under Missouri Durable Power of Attorney law, and may not be revoked by I-70 until after February 15th, 2007, and any action, document, guaranty, or obligation executed by the Authorized Agent on behalf of I-70 prior to said date shall be fully binding in all respects and may not be rescinded, contested, challenged, revoked, or in any manner modified or qualified by I-70 in any respect whatsoever. Instead, all such obligations to which the Authorized Agent has committed I-70 shall be fully binding in all respects and to the same extent as if I-70 had executed same.

4. **Resolutions:** I-70, hereby resolves, with respect to purchasing a certificate of deposit in conjunction with obtaining a performance bond and related documents in favor of the County of Boone (the "Transaction"), as follows:

a. It is hereby resolved that I-70 hereby authorizes the Authorized Agent to execute and be obligated in accordance with the terms of documents affiliated with the

Transaction that may be reasonably required and which are executed by the Authorized Agent pursuant to this Power of Attorney.

b. I-70 hereby resolves to designate the Authorized Agent as the duly constituted officer, authorized agent, and attorney in fact for I-70, with full power to execute all documents and agreements on behalf of same, and obligate same in accordance with the terms thereof for the Transaction.

c. I-70 hereby resolves that all actions taken by the Authorized Agent in order to accomplish the intents and purposes of these resolutions may be accomplished by the Authorized Agent on behalf of I-70.

5. **Authority:** The list of authorized acts in favor of the Authorized Agent as described above is intended to be by way of illustration and not by way of limitation. The Authorized Agent shall have the authority to take all actions on behalf of I-70 as may be reasonably required for the legitimate business purposes related to the Transaction, and in this regard the actions of the Authorized Agent in all of the foregoing respects are hereby ratified, confirmed, and approved and ordered binding upon I-70.

6. **Termination of Authority:** This power of attorney and designation of authority in favor of the Authorized Agent shall expire on February 15th, 2006, at 11:59 p.m., Central Standard Time, (the "Expiration Date") but shall remain in full force and effect until then. All documents executed on February 15th, 2007 and prior to the Expiration Date shall be binding in all respects as set forth above.

7. **Binding Effect; Construction:** This document has been executed for the foregoing purposes and shall be binding upon I-70. It shall be interpreted in accordance with the laws of the state of Missouri.

IN WITNESS WHEREOF, I-70, LLC has executed this document on this 15th day of February, 2007, and the signature of said party has been acknowledged by the below-named authority, and the Authorized Agent has executed this document to confirm his willingness to exercise said authority on behalf of I-70, LLC as aforesaid.

I-70, L.L.C.

By:


David F. Atkins, Member


Robert N. Hollis, ("Authorized Agent")

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 20th day of February 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign said plat.

- Trade Winds Park Plat 1. S12-T48N-R12W. M-L. I-70 LLC, owner. David T. Butcher, surveyor.

Done this 20th day of February, 2007

Kenneth M Pearson
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

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February Session of the January Adjourned

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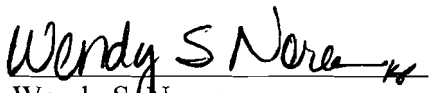
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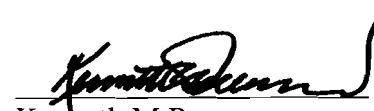
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for monies received for Internet Crimes Task Force Sheriff's Department – from the State of Missouri.

Department Name & Account Number	Amount of Decrease	Amount of Increase
1123-86850 – Contingency	\$ 3,448.00	
1253-03451 – State Grant Reimb		\$ 31,026.00
1253-10100 – Salary & Wages		\$ 22,272.00
1253-10200 – FICA		\$ 1,704.00
1253-10300 – Health Ins		\$ 2,375.00
1253-10325 – Disability Ins		\$ 82.00
1253-10350 – Life Ins		\$ 27.00
1253-10375 – Dental Ins		\$ 178.00
1253-10400 – Workers Comp		\$ 1,020.00
1253-10500 – 401A Match		\$325.00
1253-37210 – Training/School		\$ 771.00
1253-37220 – Travel		\$ 1,000.00
1253-37230 – Meals/Lodging		\$ 4,720.00

Done this 20th day of February, 2007

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
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February Session of the January Adjourned

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In the County Commission of said county, on the

20th

day of

February

20 07

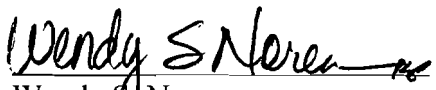
the following, among other proceedings, were had, viz:

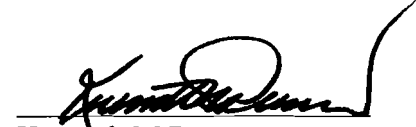
Now on this day the County Commission of the County of Boone does hereby approve the budget amendment for monies received for Internet Crimes Task Force Sheriff's Department – subgrantee the City of Glendale.

Department Name & Account Number	Amount of Decrease	Amount of Increase
1253-03422 – Reimb Rev – Other Government		\$ 9,316.00
1253-91301 – Computer Hardware		\$ 8,200.00
1253-91302 – Computer Software		\$ 1,116.00

Done this 20th day of February, 2007

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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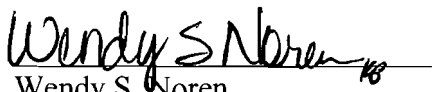
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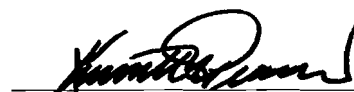
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for monies received for Internet Crimes Task Force Sheriff's Department – from the Boone Electric Community Trust.

Department Name & Account Number	Amount of Decrease	Amount of Increase
2524-03880 – Contributions		\$ 8,000.00
2524-23850 – Minor Equip & Tools		\$ 855.00
2524-71100 – Outside Services		\$ 1,950.00
2524-91100 – Office Equip		\$ 2,710.00
2524-91100 Furniture & Fixtures		\$ 2,097.00
2524-91302 – Computer Software		\$ 388.00


Done this 20th day of February, 2007

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner