

# NOTICE OF MEETING



*CITY OF BRANSON*

## **BOARD OF ADJUSTMENT**

*Regular Meeting – Thursday, August 25, 2016 – 7:00 p.m.*  
Council Chambers – Branson City Hall – 110 W. Maddux St.

*Where Values are the Difference*

**AUGUST: VOLUNTEERISM**

**Making a personal commitment to helping others**

**CITY OF BRANSON  
BOARD OF ADJUSTMENT AGENDA**

August 25, 2016  
7:00 P.M.  
Council Chambers

**BOARD BUSINESS**

1. Roll Call
2. Approve Agenda
  - A. August 25, 2016
3. Approve Minutes
  - B. May 26, 2016

**OLD BUSINESS**

**PUBLIC HEARINGS**

4. Request for Administrative Review for Properties Located within Stone Valley Estates Subdivision, Branson, Missouri.  
Project No. 16-18.1 (16-01800001)  
Applicant: Steve Redford of Midstates Funding, LLC

**ADJOURNMENT**

*Where Values are the Difference*

**AUGUST: VOLUNTEERISM**

Making a personal commitment to helping others

**CITY OF BRANSON  
BOARD OF ADJUSTMENT  
MINUTES  
May 26, 2016**

**CALL TO ORDER:** Chairperson Keller called the City of Branson’s Board of Adjustment meeting to order at 7:00 pm in the City Hall Council Chambers, 110 W. Maddux Street, Branson, Missouri.

**BOARD BUSINESS**

**1. Roll Call.**

Board Members Present: Huddleston, Miles, Vice-Chairperson Edie and Chairperson Keller  
Board Members Absent: Babcock  
Staff Present: Joel Hornickel Director of Planning and Development  
Kim Varner Planner  
William Duston City Attorney

**2. Approve Agenda.**

**A. May 26, 2016**

**MOTION:**

Motion by Board Member Miles and seconded by Vice-Chairperson Edie to approve the May 26, 2016 agenda.

AYES: Huddleston, Miles, Vice-Chairperson Edie and Chairperson Keller  
NOES: None  
ABSTAIN: None  
ABSENT: Babcock

Motion to approve the May 26, 2016 agenda carried with a 4-0 vote.

**3. Approve Minutes.**

**B. February 25, 2016**

**MOTION:**

Motion by Board Member Huddleston and seconded by Board Member Vice-Chairperson Edie to approve the minutes of the February 25, 2016 meeting.

AYES: Huddleston, Miles, Vice-Chairperson Edie and Chairperson Keller  
NOES: None  
ABSTAIN: None  
ABSENT: Babcock

Motion to approve the minutes of the February 25, 2016 meeting carried with a 4-0 vote.

**OLD BUSINESS**

**PUBLIC HEARING**

**A. Request for a Variance from Section 94-68 (e) Height restriction for the Property Located at 820 State Highway 248, Branson, Missouri.  
Project No. 16-19.1 (16-01900001)**

**Applicant:** Gary R. Chaffin/Verizon Wireless

Speakers: Mr. Jason Riggs and Mr. Hornickel.

**MOTION:**

Motion by Board Member Huddleston and seconded by Vice-Chairperson Edie to Grant the Variance from Section 94-68 (e) Height restrictions for the property located at 820 State Highway 248, Branson, Missouri.

AYES: Huddleston, Miles, Vice-Chairperson Edie and Chairperson Keller  
NOES: None  
ABSTAIN: None  
ABSENT: Babcock

Motion to grant the variance for the property located at 820 State Highway 248, Branson, Missouri, passed with a 4-0 vote.

**ADJOURNMENT**

**MOTION:**

Motion by Board Member Miles and seconded by Vice-Chairperson Edie to adjourn the meeting at 7:27 p.m.

AYES: Huddleston, Miles, Vice-Chairperson Edie and Chairperson Keller  
NOES: None  
ABSTAIN: None  
ABSENT: Babcock

Motion to adjourn the May 26, 2016, Board of Adjustment meeting carried with a 4-0 vote.

\_\_\_\_\_  
Bob Keller, Chairperson

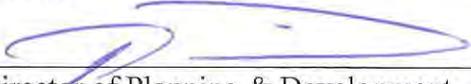
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Varner, Planner

\_\_\_\_\_  
Date

**Branson Board of Adjustment  
Action Memorandum  
Project No. 16-18.1 (16-01800001)**

<b>LOCATION:</b>	<b>STONE VALLEY ESTATES SUBDIVISION</b>
<b>OWNER/APPLICANT:</b>	<b>STEVE REDFORD OF MIDSTATES FUNDING, LLC</b>
<b>ITEM/SUBJECT:</b>	<b><u>REQUEST FOR ADMINISTRATIVE REVIEW FOR PROPERTIES LOCATED WITHIN STONE VALLEY ESTATES SUBDIVISION, BRANSON, MISSOURI</u></b>
<b>DATE:</b>	<b>AUGUST 25, 2016</b>
<b>INITIATING DEPARTMENT:</b>	<b>PLANNING &amp; DEVELOPMENT</b>

<b>APPROVED BY:</b>	
	<u>8/22/16</u>
Director of Planning & Development	Date

**STAFF REPORT:**

**Introduction and Background:**

Application for an administrative review hearing by the Board of Adjustment has been filed on behalf of Midstates Funding, LLC. They are requesting this Board reverse the City staff's decision to deny four building permits for properties located at 108, 114, and 120 Ridgetop Lane, and 128 Stone Valley Circle within the Stone Valley Estates subdivision (Exhibit 1). The Stone Valley Estates subdivision is located north of Bird Road, south of the Branson RecPlex, east of State Highway 248 and west of Branson Hills Parkway (Exhibit 2). It is zoned PD Planned Development, and contains approximately 46.81 acres more or less. However, the subject properties total approximately 1.37 acres more or less.

Some background information is required to understand the current status of this subdivision. In October 2007 staff received a performance bond for the construction of the required public improvements within Stone Valley Estates (Exhibit 3). The following requests for public improvements were then made and approved by the City: water system in November 2007, streets in January 2008, sewer system in March 2008 and storm water system in December 2008. Based on the information provided by the developer at that time, a Preliminary Subdivision Plat for Stone Valley Estates was approved by the Board of Aldermen in January 2008 (Resolution 2008-R001 attached as Exhibit 4). Branson Municipal Code Section 66-52(d) states that a bond is one of the options required prior to the approval of a Final Subdivision Plat. As staff had previously received a bond, the Final Subdivision Plat was also approved in January 2008 by the Board of Aldermen (Ordinance 2008-0010 attached as Exhibit 5). Finally, in March 2008, a Sewer Construction Permit was issued by the Department of Natural Resources to the original owner, T&S Venture Group, LLC for the installation of a wastewater collection system.

After receiving all of the above mentioned approvals from the City, only a portion of the subdivision was constructed. However, at the time of active construction of the subdivision, two separate building applications for single-family dwellings were received for 123 Stone Valley Circle (Lot #17) and 109 Ridgetop Lane (Lot #94). Each were permitted by the City for construction in August 2009 and May 2010 respectively. This decision was apparently based on the bond being in place if the public improvements were not completed. These permitted homes were built and received certificate of occupancies in May and September 2010. Around this same time, all other construction activity within the subdivision ceased and the unfinished development was acquired by Arvest Bank. Based on communications between the bank and the City, a Street and Storm Drain Punch List was created in April 2012 to address the public improvements yet to be corrected or completed. However, it appears through past communications between the bank and the City, discussion was had identifying phases as a method to specifically work through only the sewer items within the punch list. As the final subdivision plat approval included all 106 lots, it is required that all necessary public improvements be installed throughout the entire subdivision.

***Branson Municipal Code Section 66-52. - Submission and approval of final plat.***

*(a) Submission. After approval of the preliminary plat and public works elements, the subdivider shall prepare and submit to the planning commission a final plat for recording purposes, together with other supplementary information and certificates. The final plat shall be submitted at least 30 days prior to a regular meeting of the planning commission. Six prints on paper shall be submitted. Upon approval, two final prints on Mylar and five prints on paper will be required for recording.*

*(b) Fees. The final plat shall be submitted to the office of planning and development and shall be accompanied by the applicable fees.*

*(c) Review. The planning and development director and city engineer shall review and submit the final plats to the planning commission for its review and report. In recommending approval or disapproval of the final plat, the commission shall give attention to the public works review report, compliance with the preliminary plat, and technical recommendations of the city engineer. The applicant shall also submit the final plat to those utility companies or agencies involved for their review of the pattern and dimensions of the proposed easements. Utility companies or agencies shall include Empire Electric or White River Valley Electric Cooperative, the local telephone company, the local cable television company, and the public works department.*

*(d) Required improvements or guarantees prior to final approval.*

*(1) Prior to the final reading of the ordinance approving the final plat, the subdivider shall take out all public works permits and provide satisfactory security in the form of a bond, cash escrow or other securities guaranteeing the installation of the improvements and provide a bond in conformance with this chapter. The subdivider may construct any or all of the permitted public works elements without submission of the security. However, the city will not accept any of the infrastructure until the final plat is recorded and the maintenance guarantee is provided as required in this chapter. No building permit shall be issued by the city for any parcel within the city limits until the required minimum improvements for streets and water are completed in accordance with this chapter.*

*(2) Any escrow amount held by the city to secure actual construction and installation on each component of the improvements or utilities shall be released within 30 days of completion of each category of improvement or utility work to be installed, minus a maximum retention of five percent, which shall be released upon completion of all improvements and utility work. Any such category of improvement or utility work shall be deemed to be completed upon certification by the city that the project is complete in accordance with the ordinances of the city, including the filing of all documentation and certifications required by the city in complete and acceptable form. The release shall be deemed effective when the escrow funds are duly posted with the federal postal service or other agreed-upon delivery service or when the escrow funds are hand-delivered to an authorized person or place as specified by the owner or developer.*

*(3) No surety bond shall be accepted unless it be enforceable or payable to the city or its agent in a sum at least equal to the cost of constructing the improvements as estimated by the city engineer and in form with surety and conditions approved by the city attorney.*

*(e) Action. After receiving the recommendation of the planning commission, the final plat shall be submitted to the board for its action. The board may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations. The action of the board shall be by ordinance, which ordinance shall include approval of the final plat for recording. In case of planning commission disapproval, the subdivider may appeal, present the final plat to the board and seek approval. Upon approval by the board by ordinances duly passed, such approval shall be endorsed on two copies on Mylar and five copies on paper, under the hand of the city clerk and the seal of the city.*

*(f) Filing. The planning and development department shall record the approved plat within 30 days, provided all permits for public works improvements have been issued and the improvements either completed or the security received. The subdivider shall pay all fees associated with the recording of the final plat.*

The City's common practice on building permits is for city staff to review all building applications and either approve the submitted plans, or provide comment back to the applicant identifying which of the City's codes were not sufficiently met or addressed within the application. Typically plans for construction are never denied by the City as staff works with applicants to find solutions that meet the City's adopted codes and ordinances, or the application is withdrawn. In this matter the City issued a formal denial of the permit requests on July 21, 2016 (Exhibit 4), based on a request from the developer on July 14, 2016. (Exhibit 5).

This report addresses staff's examination of the specific issues identified by Mr. Finkenbinder, and why staff was unable to approve the building permit applications for the subject properties because of these issues.

### **Required Improvements**

First and foremost, all subdivisions within the City must comply with Branson Municipal Code Chapter 66. Specifically, Branson Municipal Code Section 66-52 and 66-115 establish the requirements related to those issues identified by the Applicant. Additionally, all public improvements, including those for subdivisions, must comply with Branson Municipal Code Section 78-119.

#### ***Branson Municipal Code Section 66-115. - Required minimum improvements.***

*(a) Permanent markers and monuments. The subdivider shall cause a registered land surveyor to install permanent reference points on all perimeter corners of the property. The construction and placement of permanent markers shall conform to the current minimum standards for property boundary surveys, per state statute.*

*(b) Streets. The type of pavement which will be accepted and maintained shall be as shown in the design criteria for public improvement projects on file in the city engineer's office. All street improvements shall include finish grading of the entire right-of-way.*

*(c) Sidewalks. A Portland cement sidewalk shall be constructed on the north, east or northeast side of all public streets. Five-foot sidewalks shall be provided along arterial streets and four-foot sidewalks shall be required along collector and local streets.*

*(1) Sidewalks must be constructed at the time of roadway construction along arterial and collector streets.*

*(2) Sidewalks on local streets may be deferred until building permits are issued, provided the developer enters into an agreement with the city providing for the construction of sidewalks on all remaining undeveloped parcels of ground after three years have passed from the date of acceptance of streets in the development by the board. The agreement shall provide that, upon notification by the city to the property owner of record, sidewalks shall be constructed in accordance with city standards within 60 days, weather permitting. Should sidewalks not be completed within that time period, the city may proceed with the sidewalk construction and levy a special assessment against the property for the cost thereof as provided by state law. This agreement shall be recorded along with the final plat and shall be binding upon all heirs, successors and assigns of the original parties.*

*(3) In locations where sidewalks are needed along local streets prior to building construction to provide access to parks, bus stops, or other activities normally reached by foot, the city engineer will require sidewalks along one side of the local street at the time of roadway construction.*

*(d) Street side landscaping. Trees shall be planted adjacent to the right-of-way along collector and arterial streets. One canopy tree shall be planted per 50 linear feet of street frontage. Trees shall conform to the American Standard for Nursery Stock and shall have a minimum caliper of two inches.*

*(e) Sanitary sewers. A sanitary sewer system shall be constructed by the subdivider in accordance with the requirements of the specifications on file in the office of the city engineer.*

*(f) Storm sewers. Where a storm drainage system is reasonably accessible, the subdivider shall connect with such storm drainage system and shall do all grading and provide all drainage structures that are necessary to properly carry the water to locations which are acceptable to the city engineer. Stormwater detention facilities*

and/or sedimentation facilities shall be constructed as required to control off-site drainage impacts. All storm drainage calculations shall be made in accordance with minimum design criteria of the city.

(g) *Abutting streets.* Abutting streets shall be improved in accordance with the master street plan where necessary to maintain an acceptable level of service as determined by the city engineer. All public streets serving parcels within the city limits shall be extended by the subdivider to the boundary line to serve adjacent property. In addition, subdivisions shall be assessed a fee based on the fair share per residential unit to assist in meeting ultimate major street construction costs necessary to serve the development.

(h) *Sewering adjacent property.* Sewers shall be extended to the boundary line to serve adjacent property, except where adjacent property can be served by future sewer extension through dedicated rights-of-way. Such sewers shall be of adequate size to serve the upstream basin.

(i) *Water.* A public water system shall be constructed by the subdivider in accordance with the specifications on file in the office of the city engineer and water lines shall be constructed to the far property line of the proposed subdivision in all cases.

***Branson Municipal Code Section 78-119. – Adoption of public improvement standards.***

*Those certain documents being marked and identified as follows, one copy of each of which is on file in the office of the city clerk, are hereby referred to, adopted and incorporated in this article as if fully set out in this section:*

- (1) City design criteria for public improvement projects.*
- (2) City technical specifications for public improvement projects.*

While the Final Subdivision Plat had been approved by the Board of Aldermen and recorded for the subject subdivision, the original developer did not complete all of the required public improvements, and city staff later found the bond to be invalid. As a result, the roads, sanitary sewer system and storm sewer system were not accepted by the City, nor could they be completed by the City. Additionally, due to the subdivision's location, the water system is regulated by Public Water District #3, a private water company. As a result, the City does not have the ability to review or control the public improvement plans related to the water system. Per Branson Municipal Code Section 66-119, the recording of the Final Subdivision Plat is only an offering of dedication until the improvements have proven to be satisfactory to the City Engineer.

***Branson Municipal Code Section 66-119. - Conditions of acceptance of improvements.***

*(a) The city shall not have any responsibility with respect to any street or other improvements, regardless of the possible use of the improvements by the public, unless the street or other improvements shall have been accepted by the city.*

*(b) Prior to requesting final acceptance of streets and sanitary and storm sewers, the developer shall furnish as-built drawings in reproducible form. If possible, the as-built drawing should also be furnished electronically.*

*(c) The city shall, within 30 days after the public improvements have been offered for dedication to the city, accept the improvements, provided the improvements have been constructed in accordance with the requirements and conditions of this article and the specifications of the city. Developers shall furnish proof that all improvements are free of liens and debts.*

## **Streets**

Branson Municipal Code Section 66-115 (b) and (g) requires that streets are to be graded and improved in accordance with the requirements set by the City Engineer, which are established by the City's Design Criteria and Technical Specifications for Public Improvements through Branson Municipal Code Section 78-119. The approved Final Subdivision Plat shows approximately 6,150.06 linear feet, or 1.16 miles of roads within the development. However, none of those roads have been completed. Approximately 2,087.1 linear feet, or 0.39 miles of the roads (approximately 34 percent) have been partially completed with curb and gutter, sidewalks and the first layer of asphalt. The remaining approximate 4,062.96 linear feet, or 0.77 miles of road have never been graded or improved in accordance with code. As it currently exists, this road system does not meet City standards as found in Branson Municipal Code Section 66-115 or Section 78-119, and will not be accepted by the City.

## **Sanitary Sewer and Water**

Branson Municipal Code requires in section 66-115(e) and (i) that sanitary sewer and water service are to be constructed in accordance with requirements set by the City Engineer, which are established by the City's Design Criteria and Technical Specifications for Public Improvements through Branson Municipal Code Section 78-119. However, sanitary sewer service has only been installed and inspected by city staff to approximately 31 lots, or 29 percent of the approved subdivision. As stated previously, since the subdivision was not approved as a phased design, the entire subdivision requires these improvements. As it currently exists, this sanitary sewer system does not meet City standards as found in Branson Municipal Code Section 66-115 or Section 78-119, and will not be accepted by the City.

## **Storm Sewer**

In addition to the issues referenced by the applicant, storm sewers and detention per Branson Municipal Code Section 66-115(f) are incomplete. Storm sewer and inlets have only been installed along approximately 2,087.1 linear feet, or 0.39 miles (approximately 34 percent) of the roads. The remaining approximately 4,062.96 linear feet, or 0.77 miles of storm sewer and inlets, and a storm water detention basin have not been completed. As it currently exists, this storm sewer system does not meet City standards as found in Branson Municipal Code Section 66-115 or Section 78-119, and will not be accepted by the City.

## **JURISDICTION OF THE BOARD OF ADJUSTMENT:**

In hearing this case, the Board of Adjustment has the powers and duties as follows:

### ***Branson Municipal Code Section 94-166: Powers and duties.***

1. *Administrative review. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, interpretation, or determination made by the director of planning and development in the enforcement of this chapter.*
2. *Variances – conditions governing applications, procedures. To authorize upon appeal in specific cases such variance from the bulk or area regulations of this chapter, as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A variance from the terms of this chapter shall not be granted by the board unless and until:
  - a. *A written application for a variance is submitted demonstrating:
    - (1) *That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other land or structures in the same district;*
    - (2) *That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;*
    - (3) *That the special conditions and circumstances do not result from the actions of the applicant;*
    - (4) *That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in the same district.*

*No nonconforming use of neighboring lands or structures in the same district, and no permitted or nonconforming use of land or structures in other districts shall be considered grounds for the issuance of a variance.**
  - b. *Notice of public hearing shall be given as is outlined in the proceedings of the board of adjustment.*
  - c. *The public hearing shall be held. Any party may appear in person, or by agent or by attorney.*
  - d. *The board of adjustment shall make findings that the requirements of subsection (2)(a) above have been met by the applicant for the variance period.*
  - e. *The board of adjustment shall further make a finding that the granting of the variance is the minimum variance that will make possible the reasonable use of the land or structure.**

*In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter and punishable under this Code.*

3. *The board has powers of administrative officials on appeals--reversing of administrative official. In exercising the above-mentioned powers, the board of adjustment may, so long as such action is in conformity with the terms of this title, reverse or affirm, wholly or partially, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have powers of the administrative official from whom the appeal is taken.*

*The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decisions, or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to effect any variation in the application of this chapter.*

**RECOMMENDED ACTION:**

Request the determination made by staff be upheld for all required public improvements per Branson Municipal Code Chapter 66 to be completed by the owner prior to the issuance of any building permits.

**ATTACHED INFORMATION:**

- Exhibit 1: Application to Board of Adjustment
- Exhibit 2: Vicinity Maps
- Exhibit 3: Resolution 2008-R001 (Preliminary Subdivision Plat)
- Exhibit 4: Performance Bond (Granite Re, Inc.)
- Exhibit 5: Ordinance 2008-0010 (Final Subdivision Plat)
- Exhibit 6: Letter from James Meadows (July 21, 2016)
- Exhibit 7: Letter from Steve Redford (July 14, 2016)
- Exhibit 8: Public Legal Notice as Required per Sec. 94-165(b)
- Exhibit 9: Public Notice as Required per Sec. 94-165(b)



CITY OF BRANSON PLANNING & DEVELOPMENT 110 W MADDUX ST, SUITE 215 PHONE: (417) 337-8535 FAX: (417) 334-2391

FOR OFFICE USE ONLY: Project No. 16-18.01 DATE & INITIALS: 7/14/16 KV PAYMENT TYPE: [ ] CASH Receipt # [ ] CHECK # 2966 [ ] CREDIT CARD REF # PUBLIC NOTICE DATE: 8/13/2016 TOTAL DUE PRIOR TO HEARING DATE PUBLIC HEARING DATE: 8/25/2016 @ 7:00 PM

Application to Board of Adjustment

1. Request

- [ ] Variance (VARI) (\$94-166) \$696 [ ] Special Permit (SPPR) (\$94-97) \$557 [x] Administrative Review (ADM) (\$94-165) \$696

2. Applicant/Owner/Agent Contact Information

Applicant Name (Please Print): Steve Redford of Midstates Funding, LLC

Applicant Address: 4675 N. Gretna Rd., Ste. 201, Branson, MO 65616

Phone Number: (417) 337-0011 Fax Number: Email: RedfordS09@gmail.com

Owner's Name (Please Print): Midstates Funding, LLC

Owner's Address: 4675 N. Gretna Rd., Ste. 201, Branson, MO 65616

Phone Number: (417) 337-0011 Fax Number: Email: RedfordS@gmail.com

Agent's Name (Please Print): Karl Finkenbinder

Agent's Address: 500 W. Main St., Ste. 305, Branson, MO 65616

Phone Number: (417) 334-7922 Fax Number: (417) 334-7923 Email: karl@sfalawfirm.com

-> All correspondence should be sent to (check at least ONE): [x] Applicant [ ] Property Owner [x] Agent

3. Property Description

- a. Property Address Please see attached Exhibits "A" and "B" b. Land Area (in square feet or acres) Approximately 46 acres. Please see attached Exhibits "A" and "B" c. Current use of property The subject property is currently comprised of undeveloped lots.

4. Reason for the Request/Why the Application is being filed (attach additional sheet(s) if needed)

Please see attached Exhibit "C"

5. If this is a variance request, also state:

- a. Type of area variance (setback, height, parking, etc.) N/A b. Amount of variance N/A c. Section of the Branson City Code requesting variance from N/A

Exhibit 1.2

6. Below are the four parts of the codified requirements for being given a variance from the Board of Adjustment as found in section 94-166 of the Branson Municipal Code. The Board of Adjustment must rule that your request meets these criteria before they approve such a request. In the space provided below please explain in the application how your project meets the listed four part test. Also, be aware at that Board of Adjustment hearing in this matter, you will have the opportunity to orally explain these answers and elaborate on them:

- 1. That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other land or structures in the same district.

This requirement is met as is set forth in the attached Exhibit "C"

- 2. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the term of this chapter.

This requirement is met as is set forth in the attached Exhibit "C"

- 3. That the special conditions and circumstances do not result from the actions of the applicant.

This requirement is met as is set forth in the attached Exhibit "C"

- 4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in the same district. This requirement is met as is set forth in the attached Exhibit "C"

7. The Applicant Shall Submit the following:

All applications to the Board of Adjustment must include the following on the date of submission. The case will not be placed on an agenda until all information is received and complete.

- Completed application form with property owner/agent signature.
Appropriate fee payable to City of Branson.
Recent copy of the WARRANTY DEED/DEED OF TRUST as well as any Codes, Covenants and/or Restrictions for the subdivision in which the subject property is located.

Restrictions: (Note: zoning WILL NOT supersede deed restriction(s), if any.)

- No deed restrictions
A list of restrictions have been attached.

- The information presented with this application is true and correct to the best of the undersigned's knowledge.

8. With the signing and submittal of this application, the property owner authorizes the City of Branson to enter onto the subject property, at a reasonable time, to collect data and other information in order to accurately prepare reports or other documentation for review by the Board of Adjustment and City departments. Cost associated with legal advertisement, neighbor notices, and court reporter fee shall be reimbursed to the City of Branson before an item can be considered at the Board of Adjustment meeting. Payment is due no later than one week prior to the scheduled meeting. If payment has not been received, the item may be withdrawn.

Applicant's Signature: [Handwritten Signature]

Printed Name: Steve Redford of Midstates Funding, LLC Date: 7-14-14

Owner's Signature: [Handwritten Signature]

Printed Name: Midstates Funding, LLC Date: 7-14-14

Agent's Signature: [Handwritten Signature]

Printed Name: Karl Finkenbinder Date: 7/14/14

Exhibit 1.3

**ACKNOWLEDGMENT OF PROPERTY OWNER**

STATE OF Missouri )  
 ) SS.  
COUNTY OF Taney )

On this 14 day of July, 2016, before me personally appeared Stew Redford, to me known to be the person described in and who executed the foregoing application, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Taney County, July 14, 2016 the day and year first above written.

/s/ Winifred D Adams  
Notary Public

My term expires 05/06/2019

**WINIFRED D. ADAMS**  
Notary Public - Notary Seal  
STONE COUNTY STATE OF MISSOURI  
Commission # 15635299  
My Commission Expires 05/06/2019

Exhibit 1.4

**LEGAL DESCRIPTION**

ALL of STONE VALLEY ESTATES, a subdivision per the recorded plat thereof, Plat Book/Slide J, pages 72-73, of the Taney County Recorder's Office, Taney County, Missouri, EXCEPT Lots 17, 18 and 94 thereof.





### REASON FOR REQUEST FOR ADMINISTRATIVE REVIEW

On April 4, 2008, the Final Plat for Stone Valley Estates was recorded in the office of the Taney County Recorder of Deeds. *See*, Final Plat, Stone Valley Estates (the “Plat”), a copy of which is attached hereto as Exhibit “B.” The Plat was approved by the City of Branson by Ordinance No. 2008-010 and bears the signatures of the City of Branson’s Mayor, City Clerk and City Engineer. Further, the Plat was approved by the Chairman of the Planning and Zoning Commission of the City of Branson.

On August 27, 2015, Midstates Funding, LLC (“Midstates”) was assigned the developer rights for Stone Valley Estates, as they relate to the following real property:

ALL of STONE VALLEY ESTATES, a subdivision per the recorded plat thereof, Plat Book/Slide J, pages 72-73, of the Taney County Recorder’s Office, Taney County, Missouri, EXCEPT Lots 17, 18 and 94 thereof.

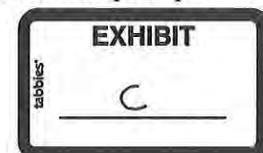
(hereafter, the “Lots”).

Although Midstates, through its managing member, Steve Redford, applied for building permits for the Lots, the City of Branson has declined to issue a formal denial. Rather, it has indirectly indicated final denial on June 14, 2016, via correspondence between Karl Finkenbinder, on behalf of Midstates, and Jim Meadows, on behalf of the City of Branson. *See*, Denial Documents, attached hereto as Exhibit “C-1.”

As the basis for its denial of such building permits, the City of Branson stated that the Lots for which permits were sought did not meet certain code requirements. Specifically, the City denied permits because the roads and sewer and water system within Stone Valley Estates purportedly were insufficiently completed. However, under Missouri law, this basis cannot preclude issuance of building permits when the City has unconditionally approved the final plat. In approving the final Plat, the City has both (a) waived its ability to require such compliance and (b) affirmed that such prerequisites will not preclude issuance of building permits.

In a recent opinion by the Missouri Court of Appeals for the Southern District involving the City of Branson, the Court stated that “[t]he issuance of a building permit is a ministerial act which the building commissioner may not legally refuse to perform if the requirements of the governing city ordinances are met.” *State ex rel. Remy v. Alexander*, 77 S.W.3d 628, 631 (Mo. Ct. App. 2002) (emphasis added). However, the “requirements of the governing city” having been met **cannot prevent issuance of building permits** when the final plat has been approved and recorded. *State ex rel. Kessler v. Shay*, 820 S.W.2d 311, 315 (Mo. Ct. App. 1991) (“the plat was recorded as approved without exception . . . and appellant is entitled to have a building permit issued in reliance upon the approved plat.”)

Although the Branson Municipal Code (the “Code”) provides that “[n]o building permit shall be issued by the city for any parcel within the city limits until the required minimum improvements for streets and water are completed in accordance with this chapter” (*see*, Code, Sec. 66-52 (d)(1)), approval of a final plat indicates that the City has deemed a subdivision compliant. This principle



## Exhibit 1.7

is reinforced by Section 66-49 of the Code, which states: “Before any plat shall be recorded or be of any validity, it shall have been presented to the planning commission **and approved by the board as having fulfilled the requirements of this article and all other applicable ordinances.**” (emphasis added) Under the Code itself, approval of a final plat operates as confirmation of the City’s satisfaction with the state of the improvements.

Further, the City, had it so desired, could have conditioned its approval of the Plat on completion of certain improvements. *See*, Sec. 66-52(e) (“The board may specify changes or modifications therein which it deems necessary and may make its approval subject to such alterations”). Here, the City did not make its approval conditional, thus rendering its approval final.

Therefore, although the City may have the authority to require that certain code requirements be met, it cannot condition approval of building permits upon compliance once a final plat has been approved and recorded. Rather, they **must** be approved irrespective of the state of compliance at the time of application or issuance.

Additionally, at least two lots in Stone Valley Estates have previously received building permits. As noted by the Court in *State ex rel. Rhodes v. City of Springfield*, 672 S.W.2d 349 (Mo. Ct. App. 1984), a city acts “arbitrarily, capriciously and discriminatorily” when it grants permits for some lots but places new and different conditions on other lots which are similarly situated. *Id.* at 356. For the City of Branson to have approved building permits for two lots not owned by Mr. Redford and which are located in Stone Valley Estates, it cannot thereafter place new and different restrictions on Mr. Redford prior to issuance of building permits.

In sum, because the requirements of the City should be deemed as having been met (as evidenced by approval of the Plat), Missouri law dictates that building permits must thereafter be approved as they relate to lots on the Plat.

# LATHROP & GAGE<sub>LLP</sub>

JAMES E. MEADOWS  
DIRECT LINE: 417.877.5949  
EMAIL: JMEADOWS@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

910 EAST ST. LOUIS STREET  
SUITE 100  
SPRINGFIELD, MISSOURI 65806-2523  
PHONE: 417.886.2000  
FAX: 417.886.9126

RECEIVED  
JUN 15 2016  
BY: \_\_\_\_\_

June 14, 2016

VIA U.S. MAIL & E-MAIL KARL@SFALAWFIRM.COM

Karl Finkenbinder  
P.O. Box 123  
500 W. Main St. Suite 305  
Branson, MO 65616

Re: Lifestyle Contractors, LLC/Stone Valley Subdivision

Dear Karl:

I am writing in response to your correspondence of May 23, 2016. I appreciate you agreeing to provide time to respond beyond the initial (10) ten days mentioned in your original letter. I was outside the United States with limited internet and email access when your letter arrived.

The City of Branson ("Branson") again rejects your client's proposal. Much of the rationale for Branson's decision was set forth in my correspondence dated October 23, 2015, and May 11, 2016, and there is no need to restate either letter in detail here. Your understanding of *Ginter v. City of Webster Groves*, 349 S.W.2d 895, 899 (Mo. 1961), and the other authorities cited in both letters in flawed.

*Ginter* was a suit brought by individuals against a city seeking a declaration that roads in a subdivision were private, not public. Missouri case law supports the idea that when a municipality approves a plat that shows streets and contains a provision dedicating those streets to the public, the plat amounts to an offer of dedication which may be conditioned upon later acceptance of the streets.

This was the situation in *Ginter*, where the court observed, "The ordinance provided that the City reserved the right to withhold acceptance of the streets and public ways dedicated to public use 'until the improvement thereof is satisfactory to the City Engineer.'" *Id.* at 899. Numerous provisions of Branson's ordinances were not complied with, including, but not limited to, Sec. 66-81, Sec. 66-115 and Sec. 66-126. Similarly, no storm water detention system was ever designed or installed. The concept that a municipality is not obligated to pay for construction of, or to accept responsibility for maintenance of, a public street shown and dedicated on an approved plat is bolstered by *City of Bellefontaine Neighbors v. J. J. Kelley Realty & Bldg. Co.*, 460 S.W.2d 298 (Mo. App., 1970).

CALIFORNIA

COLORADO

ILLINOIS

KANSAS

MASSACHUSETTS

25781582v3



Exhibit 1.9

Karl Finkenbinder  
June 14, 2016  
Page 2

Even if there had been an acceptance by Branson of the roads in the Stone Valley Subdivision, as you incorrectly claim, Branson does not bear the responsibility to expend thousands of tax dollars to build roads in the subdivision. Missouri law is clear: A municipality has "complete discretion and control as to the time and manner of improving [a] street." *State ex rel. Rhodes v. City of Springfield*, 672 S.W.2d 349, 354 (Mo. App. S.D. 1984) (quoting *Wolf v. Miravalle*, 372 S.W.2d 28, 34 (Mo. 1963)); see also *Mitchell v. City of Everton*, 655 S.W.2d 864, 867 (Mo. App. S.D. 1983).

Branson has no obligation to issue building permits for lots in Stone Valley Subdivision and, in fact, has a duty to protect the public by not issuing building permits irrespective of your client's threats. Contrary to your May 27<sup>th</sup> letter, *State ex rel. Remy v. Alexander*, 77 S.W.3d 628 (Mo. App. S.D. 2002), supports Branson's position. In *Alexander*, the Missouri Court of Appeals acknowledged that "[t]he issuance of a building permit is a ministerial act which the building commissioner may not legally refuse to perform if the requirements of the governing city ordinances are met." *Id.* (citing *State ex rel. Folkers v. Welsh*, 124 S.W.2d 636, 639-40 (Mo. App. 1939) (emphasis added)).

Here, the requirements of Branson's city ordinances have not been met. The roads in Stone Valley are not completed to the standards established by the City's design criteria and ordinance for public improvement projects and there is no storm water detention system for Stone Valley. Under Branson ordinance Section 66-52, no building permits can be issued "until the required minimum improvement for streets and water are completed . . . ."

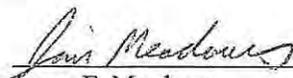
If your client wants to see the roads and other improvements constructed in Stone Valley, the City welcomes your client to fully comply with the City Code. Branson's staff stands ready to assist your client in understanding his obligations as a developer under the City Code.

Contact me if you have any further questions.

Sincerely,

LATHROP & GAGE LLP

By:

  
James E. Meadows

cc: City Administrator  
City Attorney  
City Engineer  
Planning and Zoning Director  
Mayor

25781582v3



Russ Schenewerk<sup>1</sup> (Also licensed in AR)<sup>2</sup>  
Karl Finkenbinder (Also licensed in OK)<sup>2</sup>  
Joshua Baker  
Cody A. Fenton  
Jacqueline Bryant  
Nicolas Grimwood<sup>3</sup>

Direct email: karl@sfalawfirm.com

May 27, 2016

James E. Meadows  
Lathrop & Gage, LLP  
910 East St. Louis Street  
Springfield, MO 65806-2523

Via US Mail & Email to: [jmeadows@lathropgage.com](mailto:jmeadows@lathropgage.com)

**Re: Lifestyle Contractors, LLC; Stone Valley Estates**

Dear Jim:

Please be advised that we have conducted a thorough review of the legal basis for the City of Branson's stated position regarding Stone Valley Estates as outlined in your letters dated October 23, 2015, and May 11, 2016. In short, the City's position is both deeply flawed and directly in conflict with settled Missouri law.

First, contrary to the assertions made in your October 23<sup>rd</sup> letter, the City is obligated to build and/or maintain the roads within Stone Valley Estates. If you recall, the *Ginter* opinion was cited in the October 23<sup>rd</sup> letter in supposed support of the proposition that "[w]hen a municipality approves a plat that shows streets and the plat contains a provision dedicating those streets to the public, the plat is only an offer of dedication by the developer." In fact, the *Ginter* Court makes no such pronouncement. Rather, the Court states:

When the dedication of streets within a city complies with the statutory provisions, the dedication is valid and irrevocable without acceptance by the city. *Buschmann v. City of St. Louis*, 121 Mo. 523, 536, 26 S.W. 687; *Hill v. Hopson*, 150 Mo.App. 611, 131 S.W. 357; *Neil v. Independent Realty Co.*, 317 Mo. 1235, 298 S.W. 363, 370, 70 A.L.R. 550; *Bell v. Walkley*, Mo.App., 27 S.W.2d 456, 458; *Evans v. Andres*, 226 Mo.App. 63, 42 S.W.2d 32, 35[8].

*Ginter v. City of Webster Groves*, 349 S.W.2d 895, 899 (Mo. 1961). (emphasis added)

A cursory reading of the *Ginter* opinion reveals that, among other things, the city clerk of Webster Grove stated in a certificate on the recorded plat that "the city [reserved] the right to withhold [sic] acceptance of streets indicated on this plat until same have been approved by its City Engineer." *Id.* at 897. This reservation supported the conclusion that there was no

P.O. Box 123  
500 W. Main St., Suite 305  
Branson, MO 65616

Phone: (417) 334-7922  
Fax: (417) 334-7923  
Email: [info@sfalawfirm.com](mailto:info@sfalawfirm.com)  
[www.sfalawfirm.com](http://www.sfalawfirm.com)

Exhibit 1.11

Letter to Jim Meadows  
RE: *Lifestyle Contractors, LLC; Stone Valley Estates*  
May 27, 2016



acceptance of the dedication by Webster Grove. As you may be aware, there is no such qualifying language on the recorded plat here.

Under long standing (and well settled) Missouri law, dedication of land for streets and other public uses which complies with Section 445.010, *et seq.*, RSMo., will be valid, regardless of whether the City expressly accepted it. *Id.* at 899. *See also, Willy v. Lieurance*, 619 S.W.2d 866, 871 (Mo. Ct. App. 1981) (“If . . . there was a statutory dedication . . . for road purposes . . . it is immaterial whether the Phelps County Court ever accepted the dedication”); *Mitchell v. City of Everton*, 655 S.W.2d 864, 867 (Mo. Ct. App. 1983) (“The plat was recorded . . . and thus the street was originally dedicated to, and vested in, Dade County. . . It is immaterial whether the county ever accepted the dedication.”). As noted by the *Ginter* Court, “This is quite understandable because § 445.030 provides that the plat of the subdivision . . . shall be submitted to the common council and approved by ordinance before it is placed of record.” *Ginter*, 349 S.W.2d at 899.

Here, the Stone Valley Estates plat was prepared, approved by the City of Branson in compliance with Section 445.010, *et seq.*, RSMo., and subsequently recorded. Because the plat was approved by the City without qualification, under Missouri law, the dedication is valid and binding upon the City of Branson.

Second, because the final plat was approved by the City and recorded, the City of Branson has no authority to deny building permits related to lots in Stone Valley Estates. “The issuance of a building permit is a ministerial act which the building commissioner may not legally refuse to perform if the requirements of the governing city ordinances are met.” *State ex rel. Remy v. Alexander*, 77 S.W.3d 628, 631 (Mo. Ct. App. 2002) (emphasis added). A City’s conduct in approving a final plat strictly prohibits it from later denying building permits. *Id.* at 631. *See also, State ex rel. Kessler v. Shay*, 820 S.W.2d 311, 314 (Mo. Ct. App. 1991).

The *Alexander* case is especially interesting in two respects. First, it involved the City of Branson denying building permits to a landowner whose plat was approved by Branson and then subsequently recorded. Of course, that identical situation is presented here. Second, Lathrop & Gage represented the respondent in advocating *for the very position my client is taking in this matter*. As noted above, the the Southern District Court of Appeals found Lathrop & Gage’s arguments very persuasive.

That being said, my client’s demands stand. The City of Branson has ten (10) days from the date of this letter to approve my client’s building permits and to present a timeline identifying when the City will be performing the work necessary to build and/or maintain the roads depicted on the Stone Valley Estates Final Plat. I recommend that the City of Branson carefully reevaluate its stance on these issues and that it reexamine the case law on which it has erroneously relied to this point.

P.O. Box 123  
500 W. Main St., Suite 305  
Branson, MO 65616  
Phone: (417) 334-7922  
Fax: (417) 334-7923  
Email: karl@sfallawfirm.com  
www.sfallawfirm.com

Exhibit 1.12

Letter to Jim Meadows  
RE: *Lifestyle Contractors, LLC; Stone Valley Estates*  
May 27, 2016



We look forward to the City's immediate response.

Sincerely,

*/s/ Karl Finkenbinder*

Karl Finkenbinder

P.O. Box 123  
500 W. Main St., Suite 305  
Branson, MO 65616  
Phone: (417) 334-7922  
Fax: (417) 334-7923  
Email: [kari@sfalawfirm.com](mailto:kari@sfalawfirm.com)  
[www.sfalawfirm.com](http://www.sfalawfirm.com)

# LATHROP & GAGE<sup>LLP</sup>

JAMES E. MEADOWS  
DIRECT LINE: 417.877.5949  
EMAIL: JMEADOWS@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

910 EAST ST. LOUIS STREET  
SUITE 100  
SPRINGFIELD, MISSOURI 65806-2523  
PHONE: 417.886.2000  
FAX: 417.886.9126

May 11, 2016

RECEIVED  
MAY 13 2016  
BY: \_\_\_\_\_

VIA U.S. MAIL AND  
VIA E-MAIL KARL@SFALAWFIRM.COM

Karl Finkenbinder  
P.O. Box 123  
500 W. Main St. Suite 305  
Branson, MO 65616

Re: Street Paving/Stone Valley Subdivision

Dear Karl:

I and staff at the City of Branson have reviewed your client's "offer" of April 13, 2016 regarding the issuance of building permits in Stone Valley Subdivision as presented to the City Engineer, David Miller. A copy is attached for your reference.

The City of Branson rejects the proposed offer and will continue its current policy regarding the construction of improvements in the Stone Valley Subdivision until such time as all applicable requirements of City Code are fulfilled by the developer. The unimproved land your client is offering to the City of Branson in exchange for being released from the clear requirements of the City Code is of no interest to the City and would not relieve the City of its obligation to protect the public by enforcing the relevant City Codes. The City is unaware of any appropriate public use it could make for the proposed property, nor is it aware of any legal authority it has to waive its codified permitting requirements in this matter pursuant to some type of trade as proposed.

None of the roads shown on the approved plat for Stone Valley have ever been completed to the standards established by the City's design criteria for public improvement projects and, other than a short portion near the entrance to Stone Valley, none of the platted roads were even excavated or preliminarily paved. The roads in Stone Valley that do exist do not meet the requirements of City Code and need, at a minimum, an additional top layer of asphalt. The remaining roads must be excavated and paved, all in compliance with City Code, before any building permits can be issued. Another possibility is that your client procure the requisite bond to ensure such work is completed before any permits are issued.

CALIFORNIA      COLORADO      ILLINOIS      KANSAS      MASSACHUSETTS      MISSOURI

25669207v1

Karl Finkenbinder  
May 11, 2016  
Page 2

Additionally, no stormwater detention system was ever designed or installed for Stone Valley. Building permits cannot be issued until the completion of appropriate stormwater detention facilities. The City of Branson cannot ignore the clear dictates of its own building and development codes particularly where, as here, the safety of the public and the natural environment are at risk.

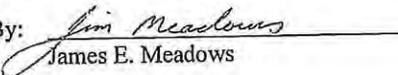
I know this is not the answer your client wanted. The City of Branson wants to encourage quality development and economic growth but cannot and will not forsake its duty to protect the public through the enforcement of the City's building and development codes.

If your client proceeds with the construction of homes in Stone Valley subdivision or continues to market lots on which no building permits can be issued, expect legal consequences, including but not limited to litigation, to follow. Continuing to threaten elected or appointed City official will not change the City of Branson's commitment to protecting its citizens and the public at large.

Contact me if you have any further questions.

Very truly yours,

LATHROP & GAGE LLP

By:   
James E. Meadows

JEM/jtw

Enclosure

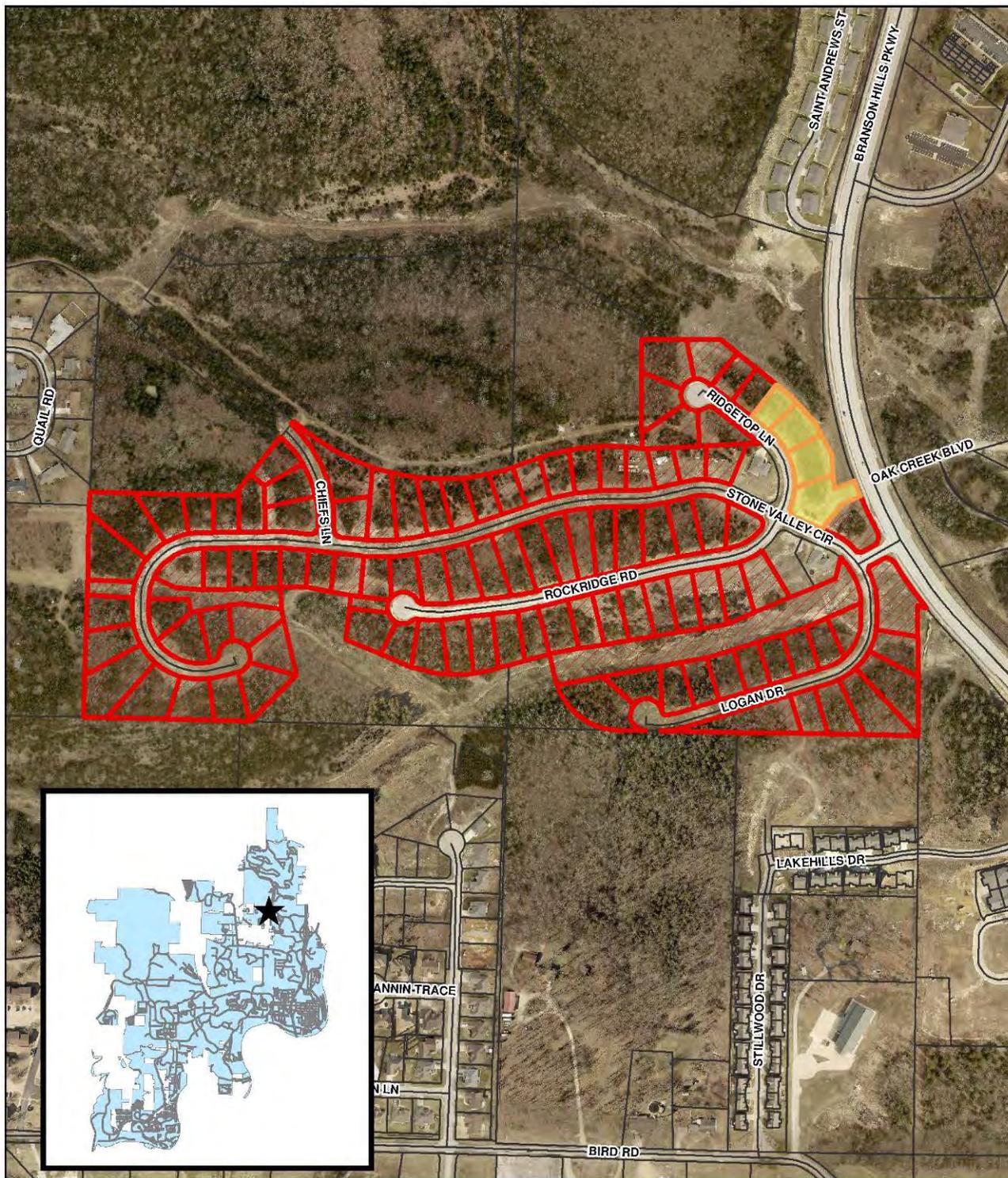
cc: City Manager  
City Attorney  
City Engineer  
Planning and Zoning Director  
Mayor

25669207v1

# Stone Valley Estates

City of Branson  
Planning & Development  
July 2016

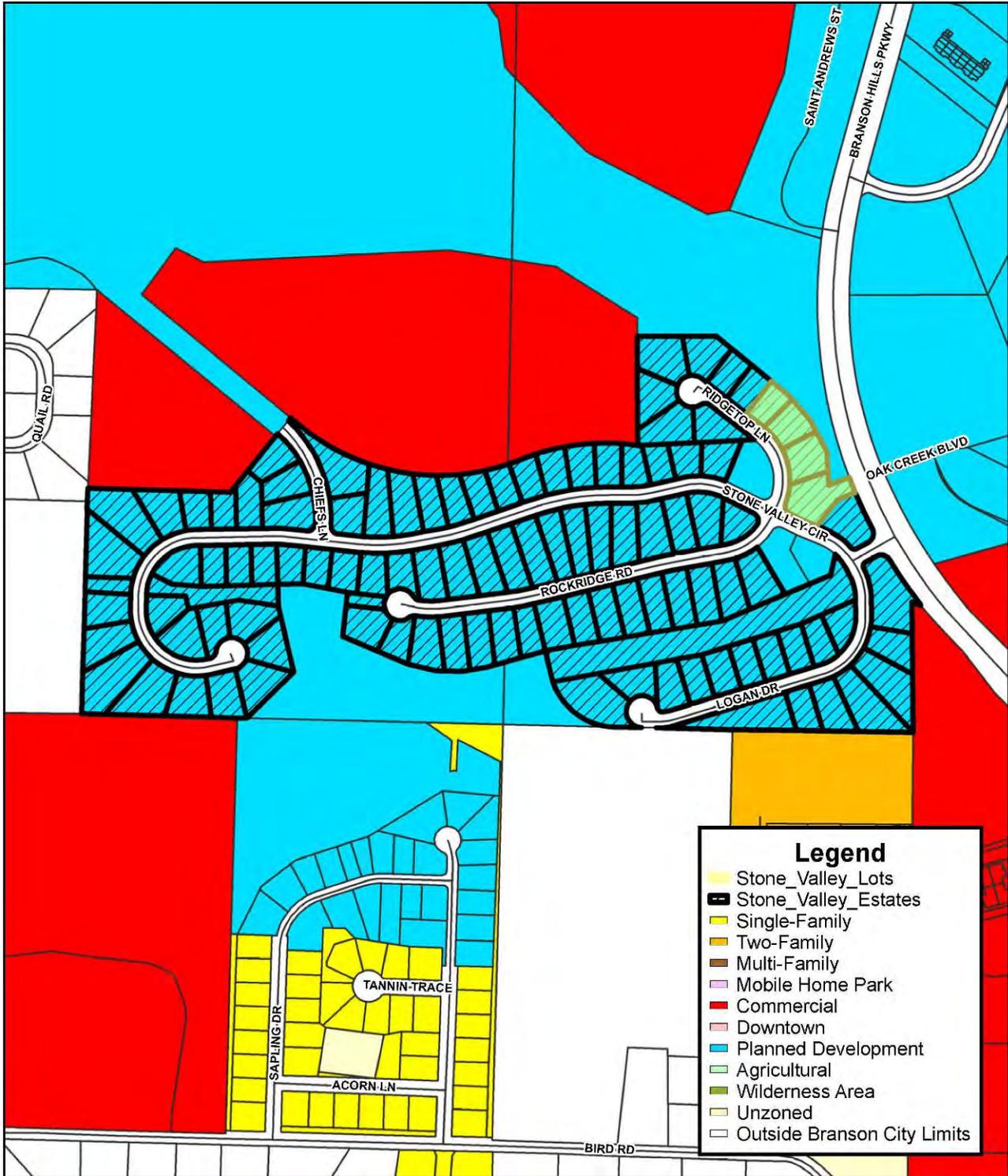
1 in = 392 ft



# Stone Valley Estates

City of Branson  
 Planning & Development  
 July 2016

1 in = 392 ft





## Exhibit 3.2

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety, demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner releases the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of The Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

### Exhibit 3.3

11. 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

SURETY  
Company:

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

Exhibit 3.4

Granite Re, Inc.

Payment Bond

CONTRACTOR:  
Tom Boyce Excavating, Inc.  
203 Buccaneer Boulevard, PO Box 331  
Branson, MO 65616

SURETY:  
Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

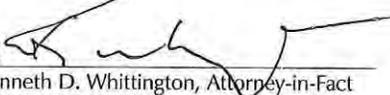
OWNER:  
T & S Venture Group, LLC  
203 Buccaneer Boulevard  
Branson, MO 65616

CONTRACT:  
Date: 09/25/2007  
Amount: \$1,793,755.16  
Description: 102 Lot Residential Subdivision, Stone Valley Estates, Branson, MO

BOND:  
Bond#: GRMO9184  
Date: 10/01/2007  
Amount: \$1,793,755.16

CONTRACTOR AS PRINCIPAL  
Tom Boyce Excavating, Inc.

SURETY  
Granite Re, Inc.

Signature:  Signature:   
Name and Title: Tom Boyce, Inc. Kenneth D. Whittington, Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, Successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference,
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity whose labor, materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:

## Exhibit 3.5

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this

Exhibit 3.6

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ ss.:  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally comes(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

State of \_\_\_\_\_ ss.:  
Country of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally \_\_\_\_\_ come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

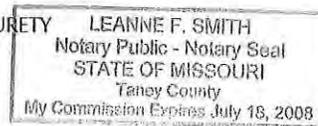
State of Missouri ss.:  
County of Taney

On this 8<sup>th</sup> day of October, in the year 2007, before me personally come(s) Tom Boyce to me known, who, being by me duly sworn, deposes and says that he resides in the City of Branson, that he is the President of the Tom Boyce Excavating the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

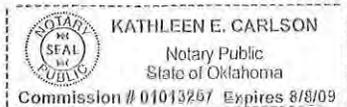
Leanne F. Smith  
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma  
County of Oklahoma



On this 1<sup>st</sup> day of October, 2007 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Kathleen E. Carlson  
Notary Public



**RESOLUTION NO. 2008-R001**

**A RESOLUTION APPROVING A PRELIMINARY SUBDIVISION PLAT FOR STONE VALLEY ESTATES SUBDIVISION FOR PROPERTIES LOCATED AT 1351 BRANSON HILLS PARKWAY BRANSON, MISSOURI.**

---

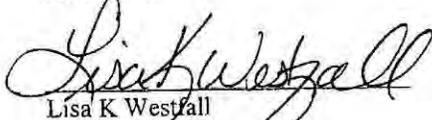
**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

- Section 1: The Board of Aldermen for the City of Branson hereby approves the Preliminary Subdivision Plat legally described on Exhibit 'A' and attached hereto as Exhibit 'B':
- Section 2: Severability Clause. If any section, subsection, clause or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 3: This resolution shall be in full force and effect for a period not to exceed two (2) years from and after its passage by the Board of Aldermen and approval by the Mayor.

**ADOPTED** by the Board of Aldermen of the City of Branson, Missouri, on this 14<sup>th</sup> day of January, 2008.

  
 Raeanne Presley  
 Mayor

ATTEST:

  
 Lisa K Westfall  
 City Clerk

APPROVED AS TO FORM:

  
 Paul D. Link  
 City Attorney

## Exhibit 4.2

### EXHIBIT 'A'

A tract of land situated in the NE1/4 of the SE1/4 of Section 19 and the N1/2 of the SW of Section 20, all in Township 23 North, Range 21 West of the Fifth Principal Meridian, City of Branson, Taney County Missouri, being more particularly described as follows:

Commencing at an existing stone marking the NW1/4 of the SW1/4 of Section 20; thence South 01°15'45" West, 1319.47 feet to an existing lime stone marking the Southeast corner of the NE1/4 of the SE1/4 of Section 19; thence North 88°26'23" West, along the South line, 803.89 feet, to the POINT OF BEGINNING; thence continuing North 88°26'23" West, along the South line of the NE1/4 of the SE1/4 of Section 19, 522.83 feet, to an existing 1/2" iron pin marking the Southwest corner of the NE1/4 of the SE1/4 of Section 19; thence North 01°39'55" East, along the West line of the NE1/4 of the SE1/4 of Section 19, 708.45 feet, to an existing 5/8" iron pin set by LS 1918; thence South 88°18'39" East, 449.95 feet to an existing 5/8" iron pin set by LS 1918; thence North 38°50'30" East, 237.12 feet, to an existing 5/8" iron pin set by LS 1918; thence North 39°33'49" East, 65.27 feet, to a point on the South boundary line of a parcel described in Book 357, at Page 8078 in the Taney County Recorder's Office; along the Southerly boundary of said parcel described in Book 357, at Page 8078 as follows: thence South 50°26'11" East, 34.65 feet; thence Southeasterly along a curve to the left having an arc length of 746.75 feet, and a radius of 694.98 feet (said curve having a chord bearing and distance of South 81°13'03" East, 711.34 feet); thence Easterly along a segment of a curve to the right having an arc length of 374.16 feet, (said segment having a chord bearing and distance of North 83°12'21" East, 369.79 feet and a radius of 705.00 feet) to the Southeast corner of the parcel described in Book 357, at Page 8078; thence North 00°20'03" West, 342.39 feet; thence South 90°00'00" East, 250.59 feet; thence South 51°02'46" East, 287.82 feet; thence South 41°32'01" East, 109.25 feet; thence South 28°15'27" East, 111.57 feet; thence South 03°10'26" East, 106.87 feet; thence North 68°59'58" East, 68.59 feet, to a point on the Westerly R/W line of Branson Hills Parkway, said point being on a curve; thence Southeasterly along a non-tangent segment of a curve to the left having an arc length of 455.43 feet, and along the Westerly R/W line of Branson Hills Parkway (said segment having a chord bearing and distance of South 29°25'05" East, 453.80 feet and a radius of 1550.00 feet); thence South 30°06'54" East, leaving the Westerly R/W line of Branson Hills Parkway, 7.04 feet, to a point on a non-tangent curve; thence Northwesterly along a non-tangent segment of a curve to the left having an arc length of 29.12 feet, (said segment having a chord bearing and distance of North 69°46'23" West, 29.12 feet and a radius of 905.00 feet) to a point on the East line of the NW1/4 of the SW1/4 of Section 20; thence South 00°26'39" East, along the East line of the NW1/4 of the SW1/4, 409.59 feet to an existing 3/8" iron pin marking the Southeast corner of the NW1/4 of the SW1/4 of Section 20; thence North 89°00'29" West, along the South line of the NW1/4 of the SW1/4 of Section 20, a distance of 942.68 feet; thence Northerly along a curve to the right having an arc length of 276.28 feet, and a radius of 210.00 feet, (said curve having a chord bearing and distance of North 51°19'07" West, 256.78 feet); thence North 13°37'45" West, 81.38 feet; thence South 74°39'12" West, 191.34 feet; thence South 80°07'58" West, 78.83 feet; thence North 88°33'40" West, 83.81 feet; thence North 76°25'02" West, 90.84 feet; thence North 67°05'13" West, 222.79 feet; thence North 06°04'39" East, 138.87 feet; thence North 79°02'34" West, 143.11 feet; thence South 88°55'08" West, 79.94 feet; thence South 01°52'03" East, 68.46 feet; thence South 12°54'31" East, 213.87 feet; thence South 45°35'53" West, 206.37 feet to the Point of Beginning. Containing 46.81 acres of land, more or less.



**BILL NO. 3500**

**ORDINANCE NO. 2008-010**

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR STONE VALLEY ESTATES SUBDIVISION FOR PROPERTIES LOCATED AT 1351 BRANSON HILLS PARKWAY BRANSON, MISSOURI.**

---

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, THE FOLLOWING:**

- Section 1: The Board of Aldermen for the City of Branson hereby approves the Final Subdivision Plat legally described on Exhibit 'A' and attached hereto as Exhibit 'B'.
- Section 2: Severability Clause. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or major sections, sentences, clauses or phrases be declared invalid.
- Section 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read, this first time on this 14<sup>th</sup> day of January, 2008.

Read, this second time, passed and truly agreed to by the Board of Aldermen of the City of Branson, Missouri on this 28<sup>th</sup> day of January, 2008.

  
 Raeanne Presley  
 Mayor

ATTEST:

  
 Lisa K Westfall  
 City Clerk

APPROVED AS TO FORM:

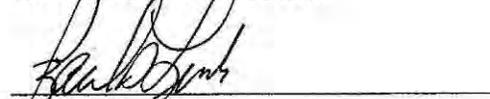
  
 Paul D. Link  
 City Attorney

Exhibit 5.2

EXHIBIT 'A'

A tract of land situated in the NE1/4 of the SE1/4 of Section 19 and the N1/2 of the SW of Section 20, all in Township 23 North, Range 21 West of the Fifth Principal Meridian, City of Branson, Taney County Missouri, being more particularly described as follows:

Commencing at an existing stone marking the NW1/4 of the SW1/4 of Section 20; thence South 01°15'45" West, 1319.47 feet to an existing lime stone marking the Southeast corner of the NE1/4 of the SE1/4 of Section 19; thence North 88°26'23" West, along the South line, 803.89 feet, to the POINT OF BEGINNING; thence continuing North 88°26'23" West, along the South line of the NE1/4 of the SE1/4 of Section 19, 522.83 feet, to an existing 1/2" iron pin marking the Southwest corner of the NE1/4 of the SE1/4 of Section 19; thence North 01°39'55" East, along the West line of the NE1/4 of the SE1/4 of Section 19, 708.45 feet, to an existing 5/8" iron pin set by LS 1918; thence South 88°18'39" East, 449.95 feet to an existing 5/8" iron pin set by LS 1918; thence North 38°50'30" East, 237.12 feet, to an existing 5/8" iron pin set by LS 1918; thence North 39°33'49" East, 65.27 feet, to a point on the South boundary line of a parcel described in Book 357, at Page 8078 in the Taney County Recorder's Office; along the Southerly boundary of said parcel described in Book 357, at Page 8078 as follows: thence South 50°26'11" East, 34.65 feet; thence Southeasterly along a curve to the left having an arc length of 746.75 feet, and a radius of 694.98 feet (said curve having a chord bearing and distance of South 81°13'03" East, 711.34 feet); thence Easterly along a segment of a curve to the right having an arc length of 374.16 feet, (said segment having a chord bearing and distance of North 83°12'21" East, 369.79 feet and a radius of 705.00 feet) to the Southeast corner of the parcel described in Book 357, at Page 8078; thence North 00°20'03" West, 342.39 feet; thence South 90°00'00" East, 250.59 feet; thence South 51°02'46" East, 287.82 feet; thence South 41°32'01" East, 109.25 feet; thence South 28°15'27" East, 111.57 feet; thence South 03°10'26" East, 106.87 feet; thence North 68°59'58" East, 68.59 feet, to a point on the Westerly R/W line of Branson Hills Parkway, said point being on a curve; thence Southeasterly along a non-tangent segment of a curve to the left having an arc length of 455.43 feet, and along the Westerly R/W line of Branson Hills Parkway (said segment having a chord bearing and distance of South 29°25'05" East, 453.80 feet and a radius of 1550.00 feet); thence South 30°06'54" East, leaving the Westerly R/W line of Branson Hills Parkway, 7.04 feet, to a point on a non-tangent curve; thence Northwesterly along a non-tangent segment of a curve to the left having an arc length of 29.12 feet, (said segment having a chord bearing and distance of North 69°46'23" West, 29.12 feet and a radius of 905.00 feet) to a point on the East line of the NW1/4 of the SW1/4 of Section 20; thence South 00°26'39" East, along the East line of the NW1/4 of the SW1/4, 409.59 feet to an existing 3/8" iron pin marking the Southeast corner of the NW1/4 of the SW1/4 of Section 20; thence North 88°00'29" West, along the South line of the NW1/4 of the SW1/4 of Section 20, a distance of 942.68 feet; thence Northerly along a curve to the right having an arc length of 276.28 feet, and a radius of 210.00 feet, (said curve having a chord bearing and distance of North 51°19'07" West, 256.78 feet); thence North 13°37'45" West, 81.38 feet; thence South 74°39'12" West, 191.34 feet; thence South 80°07'58" West, 78.83 feet; thence North 88°33'40" West, 83.81 feet; thence North 76°25'02" West, 90.84 feet; thence North 67°05'13" West, 222.79 feet; thence North 06°04'39" East, 138.87 feet; thence North 79°02'34" West, 143.11 feet; thence South 88°55'08" West, 79.94 feet; thence South 01°52'03" East, 68.46 feet; thence South 12°54'31" East, 213.87 feet; thence South 45°35'53" West, 206.37 feet to the Point of Beginning. Containing 46.81 acres of land, more or less.



# LATHROP & GAGE<sup>LLP</sup>

JAMES E. MEADOWS  
DIRECT LINE: 417.877.5949  
EMAIL: JMEADOWS@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

910 EAST ST. LOUIS STREET  
SUITE 100  
SPRINGFIELD, MISSOURI 65806-2523  
PHONE: 417.886.2000  
FAX: 417.886.9126

July 21, 2016

**VIA U.S. MAIL AND VIA E-MAIL: [karl@sfalawfirm.com](mailto:karl@sfalawfirm.com)**

Karl Finkenbinder  
P.O. Box 123  
500 W. Main Street, Suite 305  
Branson, MO 65616

Re: Lifestyle Contractors, LLC/Stone Valley Subdivision

Dear Karl:

Last week the City received a letter from your client, Steven Redford, concerning four building permits within the Stone Valley Estates Subdivision which Lifestyle Contractors, LLC applied for on March 18, 2016. Based on the absence of streets and storm water detention systems in this development that are fully compliant with City codes and standards, the City will not be issuing any of the requested building permits. If your client wishes to "phase" the construction of completed streets and storm water detention standards, City code does allow for the posting of an acceptable bond, which the City would be happy to discuss with you further.

You have requested, on the behalf of your client, a written denial of your client's requests for building permits. It is not standard practice by the City to "deny" building permit requests. Normally, the City provides a list of items to be completed or addressed before said permits are issued. However, based on your request and your client's letter dated 7/14/2016, this letter can be considered a denial for purposes of further administrative proceedings. After a review of the Code, it is the City's position that any further administrative review of this issue lies with the City's Board of Adjustment.

Thank you for your attention to this matter. I look forward to hearing from you.

CALIFORNIA      COLORADO      ILLINOIS      KANSAS      MASSACHUSETTS      MISSOURI

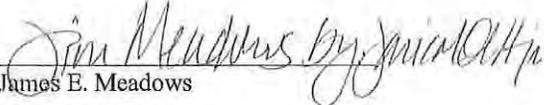
25977574v3

Exhibit 6.2

Karl Finkenbinder  
July 21, 2016  
Page 2

Sincerely,

LATHROP & GAGE LLP

By:   
James E. Meadows

JEM/jk

cc: Joel Hornickel – Planning and Zoning  
David Miller – Engineering  
Bill Malinen – Administration  
Karen Best – Mayor

25977574v3

Exhibit 7.1

7/14/2016

City of Branson Planning and Development Department  
110 W. Maddux St., Ste. 215  
Branson, MO 65616

**Re: *Building Permits for Lots in the Stone Valley Estates Subdivision***

To Whom It May Concern::

Please be advised that I have been informed that the City of Branson has indicated that it will not approve building permits for lots in the Stone Valley Estates Subdivision absent certain preconditions having been met. Specifically, these preconditions include that construction of streets and storm water detention systems within Stone Valley Estates meet certain standards set by the City's Code.

Based upon a careful reading of the City's Code and Missouri case law, I respectfully dispute that these preconditions are a valid basis upon which to deny building permits for lots which are subject to a plat previously approved by the City of Branson. That being said, no further action will be taken to comply with the City's recommendations.

Please accept this as a formal request for the City to proceed with either approving or denying the pending building permit applications related to these lots.

Sincerely,

  
Mid-States Funding, LLC  
Lifestyle Contractors, LLC, Member  
Steve Redford, Managing Member

Exhibit 8.1

**NOTICE OF PUBLIC HEARING**

Administrative Review  
Steve Redford of Midstates  
Funding, LLC

NOTICE is given that a public hearing will be held by the Board of Adjustment of the City of Branson at 7:00 p.m. on Thursday, August 25, 2016, at City Hall in Branson, Missouri, concerning a request for Administrative Review for properties located within Stone Valley Estates Subdivision, Branson, Missouri and legally described as follows:

ALL of STONE VALLEY ESTATES, a subdivision per the recorded plat thereof, Plat Book/Slide J, pages 72-73, of the Taney County Recorder's Office, Taney County, Missouri; EXCEPT Lots 17, 18 and 94 thereof.

Public comments on this request will be heard at the scheduled meeting. Petitions may be filed with the Planning and Development Department prior to the Board of Adjustment meeting.

B65/11

**BRANSON TRI-LAKES NEWS**

**4B** Saturday, August 13, 2016 • bransontrilakesnews.com

**Legal Notice**

NOTICE is given that a public hearing will be held by the Board of Adjustment of the City of Branson at 7:00 p.m. on Thursday, August 25, 2016, at City Hall in Branson, Missouri, concerning a request for Administrative Review for properties located within Stone Valley Estates Subdivision, Branson, Missouri and legally described as follows:

ALL of STONE VALLEY ESTATES, a subdivision per the recorded plat thereof, Plat Book/Slide J, pages 72-73, of the Taney County Recorder's Office, Taney County, Missouri; EXCEPT Lots 17, 18 and 94 thereof.

Public comments on this request will be heard at the scheduled meeting. Petitions may be filed with the Planning and Development Department prior to the Board of Adjustment meeting.

B65/11

**THIS IS YOUR PROOF**  
**CHECK A BOX & SIGN ON THE X THEN FAX BACK**  
 TO: Chris AT  
**(417) 334-4299**

Legal OK as is  
 Legal needs corrections  
 Send new proof

**SIGNATURE**  
 X Tara Norback

Run Dates 8/13  
 Dollar Investment \$ \$34

**Your Proof is Due Back As Soon As Possible**

**BRANSON**   
*Tri-Lakes News*

**If You Have Any Questions Please Call 334-3161 Ext. 119**



# PUBLIC MEETING NOTICE & INVITATION

## Board of Adjustment

### PUBLIC HEARING

Thursday, August 25, 2016  
7:00 p.m.

Branson City Hall  
110 W. Maddux St.  
Second Floor  
Council Chambers

For more information,  
please call:

417-337-8568

Or for the Staff Report for  
this item go to:

[http://www.bransonmo.gov/  
AgendaCenter](http://www.bransonmo.gov/AgendaCenter)

City of Branson  
Planning & Development  
Department

110 W. Maddux St.  
STE 215  
Branson, MO 65616

Main Phone: 417-337-8549  
Fax: 417-334-2391  
[www.bransonmo.gov](http://www.bransonmo.gov)



### We invite and welcome your participation!

You are cordially invited to attend a public hearing to discuss a request for Administrative Review for properties located within Stone Valley Estates Subdivision, Branson, Missouri.

This invitation is being sent to property owners within 185 feet of the subject property (identified in red outlined area in the above illustration). This is a public hearing and action will be taken. Please be a part of the decision process and provide your comments at the scheduled meeting. If you are unable to attend, please provide your comments in writing or by calling us at 417-337-8568.

**We look forward to hearing from you!**

## Exhibit 9.2

Project No. 16-01800001

	OwnerName	Address	City	State	Zip5
	BLUE JAMES WARREN & THE HORN				
1	FAMILY TRUST	1736 E SUNSHINE STE 819	SPRINGFIELD	MO	65804
	BOYCE THOMAS E & TRACY L & BOCKMAN	125 WAREHOUSE DR STE			
2	JEFFREY SCOTT & K	B	BRANSON	MO	65616
	BRANSON HILLS DEVELOPMENT COMPANY	153 S PAYNE STEWART			
3	LLC	DR	BRANSON	MO	65616
4	BRANT RETHA A	465 QUAIL RD	BRANSON	MO	65616
5	CARTER SONIA F & MICHAEL L	1109 W ST HWY 76	BRANSON	MO	65616
6	FURMAN DAVID N & DONNA	109 RIDGETOP LANE	BRANSON	MO	65616
7	GARDNER TRUST	1294 BIRD RD	BRANSON	MO	65616
8	GUARANTY BANK	1341 W BATTLEFIELD	SPRINGFIELD	MO	65807
9	HEARTLAND LAND DEVELOPMENT LLC	PO BOX 373	JOHNSTON	IA	50131
			LA HABRA		
10	HENDERSON BRUCE J FAMILY TRUST	1445 MAYAPAN RD	HEIGHTS	CA	90631
11	JAHNS ROBERT R & MARY L	441 QUAIL RD	BRANSON	MO	65616
12	MID-STATES FUNDING LLC	125-C WAREHOUSE DR	BRANSON	MO	65616
13	MID-STATES FUNDING LLC	145 WAREHOUSE DR	BRANSON	MO	65616
14	NEWMAN WALTER VINCE & JANICE FAYE	457 QUAIL RD	BRANSON	MO	65616
15	REAL ESTATE RECOVERY LLC	PO BOX 248	PLEASANT HILL	MO	64080
16	REV LIVING TRUST OF MARY L YOUNG	189 WHITE DR	BRANSON	MO	65616
17	RHV LLC	7401 W 135TH ST	OVERLAND PARK	KS	66223
	SNELSON ROBERT & ILLANA ANDERSON-				
18	SNELSON	427 QUAIL RD	BRANSON	MO	65616
19	STILLWOOD LLC	PO BOX 70	LEAD HILL	AR	72644
20	UPTON FAMILY PARTNERSHIP LTD	861 BALLOUGH RD	DAYTONA BEACH	FL	32114