

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19

**c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027**

April 22, 2013

Fort Bend County, Precinct 4
12919 Dairy Ashford, Suite 200
Sugar Land, Texas 77478
Attn: The Honorable James Patterson

Re: Request for Payment pursuant to that certain Interlocal Agreement for Regional Road Improvements dated February 28, 2012 between Fort Bend County Levee Improvement District No. 19 (the "District"), Sienna Plantation Management District, and Fort Bend County (the "County") (the "Agreement")

Dear Honorable Patterson:

This letter shall serve as notice that 27% of the construction of water, sewer, drainage, and paving to serve LJ Parkway South, Phase VI, which is defined as Phase 3 of Mobility Project #751 in the Agreement, has been completed, as evidenced by the attached Pay Estimate No. 1. Pursuant to the Agreement, the County shall provide 50% of \$2,400,000 to the District when 25% of the construction of Phase 3 has been completed. Please advance your share of the project in the amount of \$1,200,000 to the District within 30 days of the date of this letter.

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 19



J. Michael Dinges
President, Board of Directors

Cc: Chad Hablinski, Costello, Inc.
The Honorable Robert Hebert, Fort Bend County Judge
Rich Muller, Allen Boone Humphries Robinson LLP

Richard
Stallis

~~600,000~~ previously paid
\$ 600,000

ok to pay
5/21/13



April 3, 2013

Mr. Tom Wilcox
Herrin Ranch Development II, Inc.
4855 Riverstone Blvd, Suite 100
Missouri City, TX 77459

Re: Construction of Water, Drainage, and Paving Improvements for
LJ Parkway South Phase VI
C.I. Job No.: 2011-043-06

Dear Mr. Wilcox:

The first application for partial payment from Menade, Inc. for the above referenced project is enclosed. The Contractor included a "Conditional Waiver and Release on Progress Payment" with this application. Attached are additional details of the current project status for your review.

We recommend payment of this application in the amount of \$517,083.09 (of which \$48,915.00 is For Bend County MUD 149's share and \$468,168.09 is LID 15's share). Please call if you have any questions.

Sincerely,
Costello, Inc.

Guy L. Humphrey, P.E.
Project Engineer

GH/sa

cc: Mr. Jerry Wade - Menade, Inc.
Fort Bend County Levee Improvement District No. 19 - Mr. Richard Muller: Allen
Boone Humphries Robinson, L.L.P.

Attachment

\\tsclient\W\2011\2011043\06- CPS\Pay App\Cover1.docx



Construction Progress Report for Pay Estimate No. 1

Period: March 4, 2013

to: March 31, 2013

Construction of Water, Sewer, Drainage and Paving Improvements to serve LJ Parkway Phase VI

CI Job No. 2011-043-06

CI Project Manager: Mr. Guy L. Humphrey, P.E.

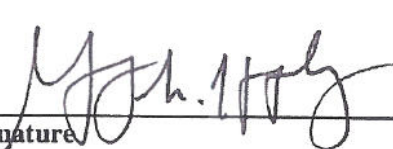
A.	Contractor:	Menade, Inc.
B.	Contract Date:	February 25, 2013
C.	Authorization to Proceed:	March 4, 2013
D.	Calendar Days to Complete the Project:	270
E.	Time Extension (in Calendar Days):	0
F.	Completion Date:	November 29, 2013
G.	Contract Time Used (in Calendar Days):	27

I. Status of Project:
The contractor has started work on the project.

II. Change Orders:
None.

III. Completion Report:

A.	Construction Cost	
1.	Contract Bid Price	2,122,402.00
2.	Change Orders	0.00
3.	Final Quantity Adjustment	0.00
4.	Total Estimated Contract Price as of this Report	\$ 2,122,402.00
B.	Actual Cost as of this Report	574,536.77
C.	Total Previously Paid to Contractor	0.00
D.	Amount Retained at: 10%	57,453.68
E.	Estimated Cost Remaining	1,547,865.23
F.	Percent Construction Complete	27.1%
G.	Amount Due	\$ 517,083.09

Signature 

Marsden, Inc.
1525 Lakewood Dr. Suite 115
Killebrew, Texas 77339
281-348-0883

PROJECT #18, WINDPARK BRIDGE IMPROV. LA PARROQUIA SOUTH PH. 8		DATE	ESTIMATE NO.	PERIOD	CONTRACT AMOUNT	DATE	ESTIMATE NO.	PERIOD	CONTRACT AMOUNT
ATTN: GUY HUMPHREY, P.E.									
COSTELLO, INC.									
5900 RICHMOND AVE. STE. 450, NORTH BUILDING									
HOUSTON, TEXAS 77062									
BOX	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	QUANTITY	CURRENT EST.	\$ AMOUNT	QUANTITY	\$ AMOUNT
							TO DATE		TO DATE
WATER DISTRIBUTION									
1	8" PVC WATER MAIN	LF	132.00	\$40.00/0.00					
2	4" GREY PVC WATER MAIN	LF	1000.00	\$40.00/0.00					
3	12" PVC WATER MAIN	LF	453.00	\$50.00/0.00					
4	8" GVA8	EA	1.00	\$1,000.00/0.00					
5	8" GVA8	EA	3.00	\$1,000.00/0.00					
6	12" GVA8	EA	1.00	\$2,500.00/0.00					
7	FLUSH VALVE, ALL DEPTHS	EA	1.00	\$5,000.00/0.00					
8	12" X 8" TEE, WATER MAIN FITTING	EA	1.00	\$400.00/0.00					
9	12" X 8" TEE, WATER MAIN FITTING	EA	1.00	\$500.00/0.00					
10	6" X 4.5" DEGREE BEND, WATER MAIN FITTING	EA	2.00	\$500.00/0.00					
11	REMOVE PLUG & CLAMP & B.O.V. & BOX & TIE TO EXISTING	EA	2.00	\$1,000.00/0.00					
12	2" B.O.V. & BOX	EA	3.00	\$800.00/0.00					
13	5" PLUG & CLAMP, WATER MAIN FITTING	EA	3.00	\$800.00/0.00					
14	TRENCH SAFETY	EA	1605.00	\$1,000.00/0.00					
SANITARY SEWER									
15	10" CROCODOR 18 PVC SAN. SEWER, ALL DEPTHS	LF	951.00	\$50.00/850.00					
16	SAN. MH	EA	4.00	\$2,500.00/4.00					
17	REMOVE EXISTING SAN. FLUR & TIE TO EXISTING 10" SAN.	EA	1.00	\$1,000.00/1.00					
18	TRENCH SAFETY SYSTEM	LF	951.00	\$1.00/850.00					
STORM SEWER									
19	24" RCP CL. III STORM SEWER, ALL DEPTHS	LF	973.00	\$85.00/883.00					
20	36" RCP CL. III STORM SEWER, ALL DEPTHS	LF	95.00	\$110.00/277.00					
21	60" RCP CL. III STORM SEWER, ALL DEPTHS	LF	976.00	\$230.00/378.00					
22	STORM MH	EA	8.00	\$2,000.00/8.00					
23	TY-H2 INLET	EA	8.00	\$2,000.00/8.00					
24	TY-C INLET W/ 2" EXTENSIONS	EA	2.00	\$3,000.00/1.00					
25	TY-A INLET W/ GRATE TOP	EA	1.00	\$1,000.00/1.00					
26	TY-E INLET	EA	1.00	\$1,000.00/1.00					
27	TIE NTO EXISTING MH W/ 24" & 36" RCP & REBUILD AS NECESSARY	EA	1.00	\$1,500.00/1.00					
28	SHALE	LF	338.00	\$130.00/3.00					
29	TRENCH SAFETY	LF	1448.00	\$1.00/1350.00					
PAVING									
30	CG (INCL. ALL TREES W/IN THE R.O.W. & UTILITY EASEMENTS)	LS	1.00	\$100,000.00/0.00					
31	EXCAVATION (ESTIMATED @ 3.40 CY TO FILL W/ 3.00 CY OF FILL MATERIAL FOR EMBANKMENT TO GENERATED FROM BID ITEM 32)	LS	1.00	\$15,000.00/0.25					
32	ROAD, HAIL, FILL & COMPACT MATERIALS STOCKPILED NORTH OF THE INTERSECTION OF L. PARREY & OIL FIELD RD. (APPROX. 1/4 MILE)	LS	0.00	\$0.00/0.00					
33	6" UNF. STAB. SUBGRADE	CY	3000.00	\$5.00/0.00					
34	6" UNF. STAB. SUBGRADE	CY	6183.00	\$2.00/0.00					
35	6" REINFORCED CONCRETE PMT	TN	189.00	\$150.00/0.00					
36	6" CONCRETE CURB	SY	7343.00	\$57.00/0.00					
37	TIE TO EXISTING PMT	LF	3780.00	\$2.00/0.00					
38	TRAFFIC BUTTOMS (6" FLUSH VALVES)	EA	2.00	\$500.00/0.00					
39	4" DOUBLE YELLOW CENTERLINE TRAFFIC STRIPING FOR UNDIVIDED ROADWAY (INCL. HATCHING @ MEDIAN NOSE)	LF	593.00	\$1.00/0.00					
40	4" WHITE CENTERLINE TRAFFIC STRIPING & BUTTOMS	LF	3948.00	\$1.00/0.00					
41	LEFT TURN LANE STRIPING (INCL. ALL PMT MARKINGS & BUTTOMS)	LS	2.00	\$500.00/0.00					
42	TY & BARRICADES	EA	6.00	\$100.00/0.00					
43	TRAFFIC SIGN (PERM)	EA	3.00	\$300.00/0.00					
44	PAINT MEDIAN NOSE	EA	3.00	\$100.00/0.00					
45	6" IRRIGATION SLEEVES	EA	3.00	\$100.00/0.00					
46	REMOVE EXISTING TY III BARRICADES	LF	500.00	\$20.00/0.00					
BRIDGE ITEM 3									
47	BRIDGE	LS	1.00	\$0.00/0.00					
BRIDGE ITEM 4									
ITEMIZED SCHEDULE OF BRIDGE COST									
A	36" DIA. DRILL SHAFTS	LF	918.00	\$170.00/444.00					
B	54" DIA. DRILL SHAFTS	LF	820.00	\$220.00/200.00					
C	CL. C CONCRETE FOR ABUTMENTS	CY	75.00	\$400.00/0.00					
D	CL. S CONCRETE FOR BENT	CY	117.00	\$500.00/0.00					
E	CL. S CONCRETE FOR APPROACH SLAB	CY	117.00	\$500.00/0.00					

Marade, Inc.
1525 Lakeside Dr. Suite 115
Kingwood, Texas 77339
281-348-0853

F	C. 3 CONCRETE FOR BRIDGE DECK	SY	2102.00	\$174.00	0.00	\$0.00	0.00	\$0.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						</
---	-------------------------------	----	---------	----------	------	--------	------	--------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Owner: FORT BEND COUNTY LID NO. 19
Contractor: Menade, Inc.
Project: CONSTRUCTION OF WATER SEWER AND PAVING IMPROVEMENTS
FOR LJ PARKWAY SOUTH OF THOMPSON FERRY
CI JOB NO. 2012-010-04

On receipt by the Contractor of a check from the Owner in the sum of \$ 517,083.00 payable to the Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to claim or payment rights that the Contractor has on the property of the Owner located in Fort Bend County, southeast of the LJ Parkway and Hagerson intersection.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to the Owner as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the Contractor.

The Contractor warrants that the Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all of the Contractor's laborers, subcontractors, materialmen and suppliers for all work, materials, equipment, or services provided for or to the Project in regard to the attached statement(s) or progress payment request(s).

Date 3/28/13

Menade, Inc.
CONTRACTOR

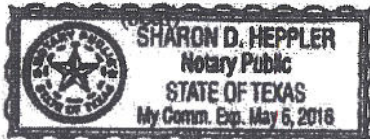
By: Serry Wade

Serry Wade / President
Printed Name and Title

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Jeery Wade, President of Menade, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of march, 2013.



Sharon D. Hepler
Notary Public in and for the
State of Texas