

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th day of April, 2016, Commissioners Court came on to be heard and reviewed the accompanying notice of Kimley-Horn / EBCO General Contractors, Ltd
Job Location 22610 Bellaire Boulevard, Richmond, TX 77406
Date 4/5/2016 Bond No. 09114246, Permit No. 2016-6466 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. when construction is completed and ready for final inspectionMail notices to: Permit Administrator
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469
281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By: Charles O. Lloyd
for County Engineer

Presented to Commissioners Court and approved.
Recorded in Volume _____

Minutes of Commissioners Court

By: N/A
Drainage District Engineer/Manager

Clerk of Commissioners Court

By: _____
Deputy

County of Fort Bend

Engineering Department

301 Jackson Street
Richmond, Texas 77469

Johnny Ortega
Permit Administrator

Phone: (281) 633-7500

Permit Application Review Form For Cable, Conduit, and Pole Line Activity In Fort Bend County

Permit No. 2016-6466

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

- (1) Complete Application Form:
- a. Name of road, street, and/or drainage ditch affected.
- b. Vicinity map showing course of directions
- c. Plans and specifications
- (2) Bond:
- District Attorney, approval when applicable.
- Perpetual bond currently posted.
- No: _____
- Amount: _____
- Performance bond submitted.
- No: 09114246
- Amount: \$5,000.00
- Cashier's Check
- No: _____
- Amount: _____
- (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

Precinct Engineer Acknowledgment

Date

Precinct Commissioner Acknowledgment

Date

(4)

Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.



Johnny Ortega CFM/Permit Administrator

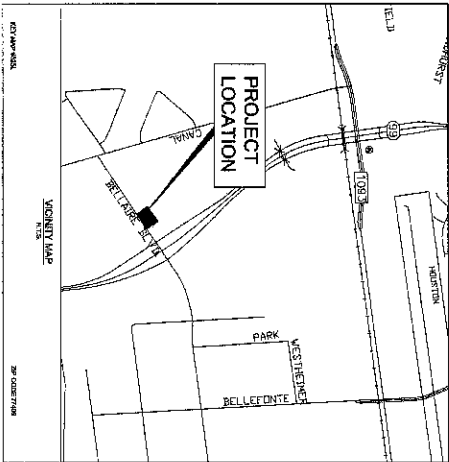


Date

CIVIL SITE DEVELOPMENT PLANS

FOR IHOP RESTAURANT

SITUATED IN
THE SHOPS AT BELLA TERRA, SECTION ONE
0.934 ACRES
22610 BELLAIRE BOULEVARD
RICHMOND, FORT BEND COUNTY, TEXAS



NOVEMBER 2015

PLAN SUBMITTALS/REVIEW LOG
ISSUE FOR ARCHITECT REVIEW
ISSUE FOR AGENCY REVIEW
RESUBMIT ISSUE FOR AGENCY APPROVAL

DATE
11/24/15

DATE: 11/24/15
PROJECT: 22610 BELLAIRE BOULEVARD, SECTION ONE
SHEET: 1 OF 1
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 11/24/15

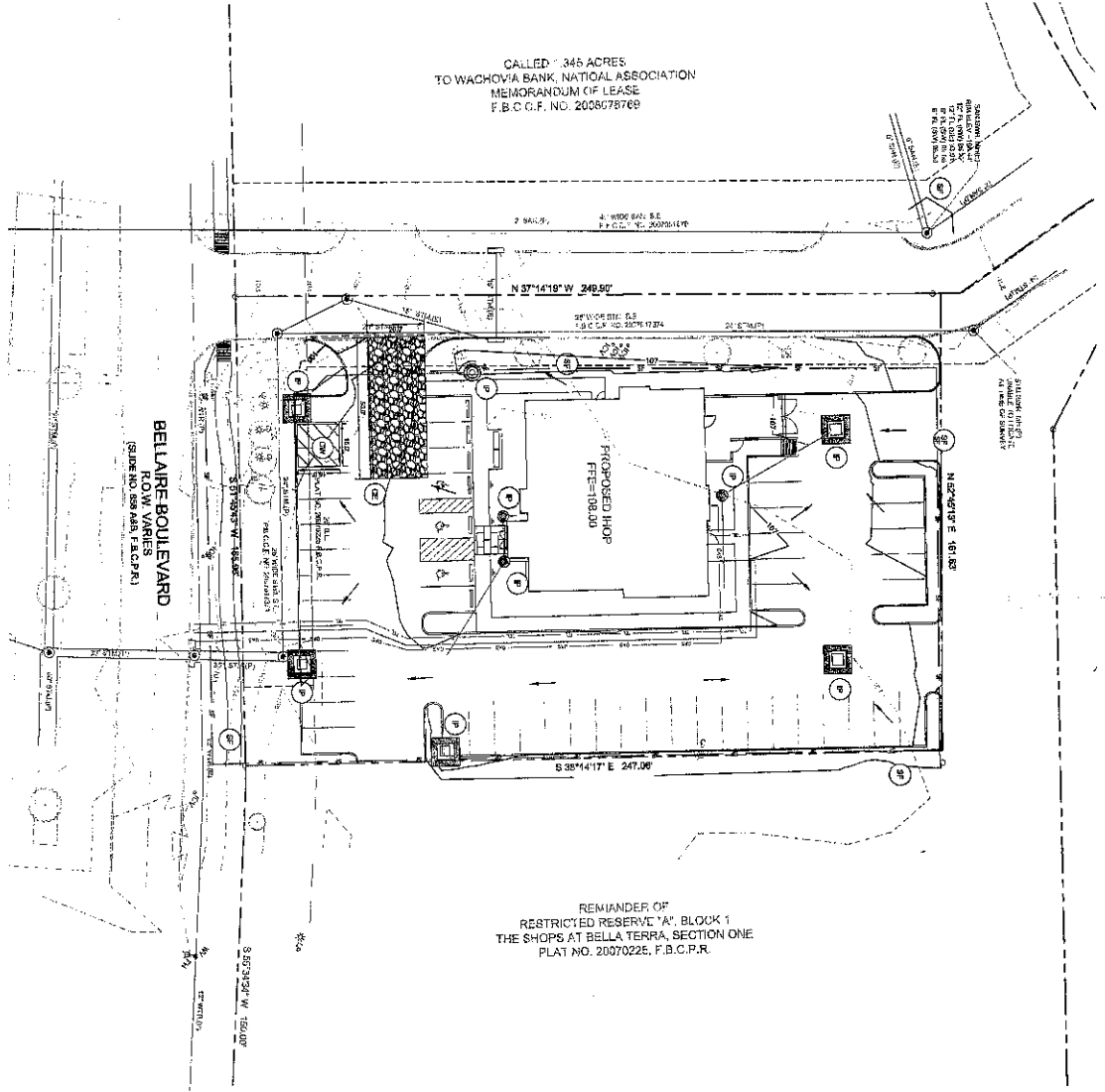
Kimley-Horn
INCORPORATED
1000 WEST 10TH STREET, SUITE 200
RICHMOND, TEXAS 75277
TEL: 713.343.8300
WWW.KIMLEY-HORN.COM



NO.	DESCRIPTION	DATE
1	ISSUE FOR ARCHITECT REVIEW	11/24/15
2	ISSUE FOR AGENCY REVIEW	11/24/15
3	RESUBMIT ISSUE FOR AGENCY APPROVAL	11/24/15
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INCORPORATED
1000 WEST 10TH STREET, SUITE 200
RICHMOND, TEXAS 75277
TEL: 713.343.8300
WWW.KIMLEY-HORN.COM





Kimley-Horn & Associates, Inc.
811
Know what's below.
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SAFETY
CONSTRUCTION & UTILITY
ENGINEERING & SURVEYING
CORPORATION OF TEXAS
A PROFESSIONAL CORPORATION
12012 WOODBRIDGE LANE, SUITE 200, HOUSTON, TEXAS 77055
PHONE: 281-457-4600
FAX: 281-457-4600

NOTES:

- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL THE EROSION CONTROL MEASURES HAVE BEEN REMOVED AND THE EROSION CONTROL MEASURES HAVE BEEN REPLACED WITH PERMANENT EROSION CONTROL MEASURES.
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EROSION CONTROL SCHEDULE AND SCHEDULING

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LEGEND

- EROSION CONTROL MEASURES
- PERMANENT EROSION CONTROL MEASURES
- TEMPORARY EROSION CONTROL MEASURES
- CONSTRUCTION ENTRANCE
- CONSTRUCTION EXIT
- CONSTRUCTION ENTRANCE
- CONSTRUCTION EXIT

IHOP-BELLA TERRA
FORT BEND COUNTY, TX
PREPARED FOR
ACG TEXAS RESTAURANTS

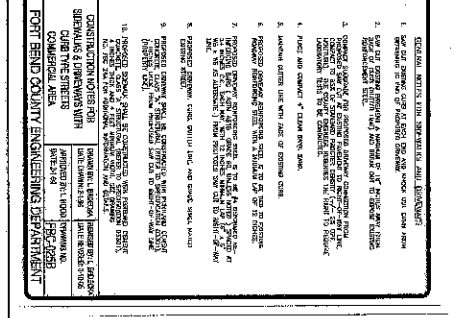
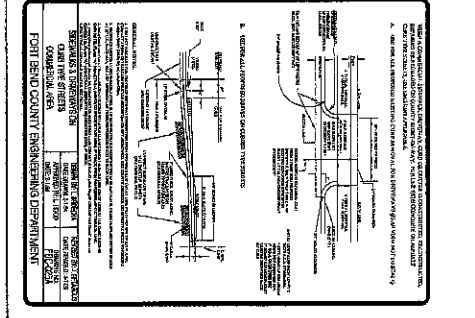
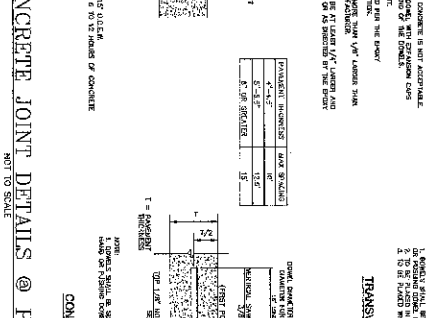
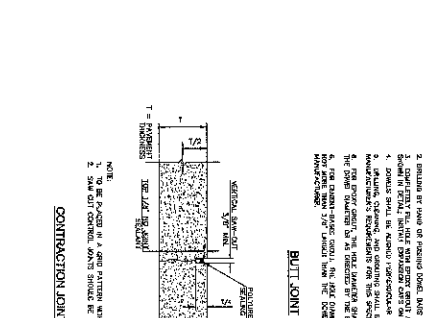
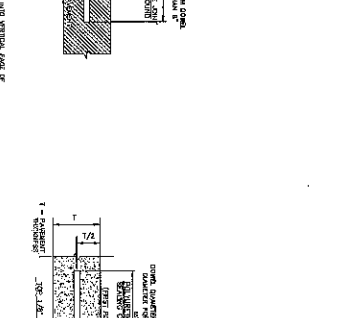
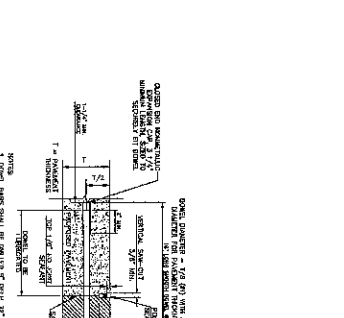
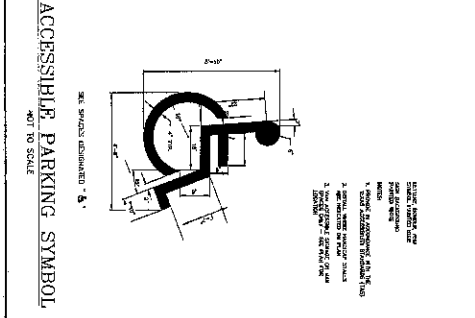
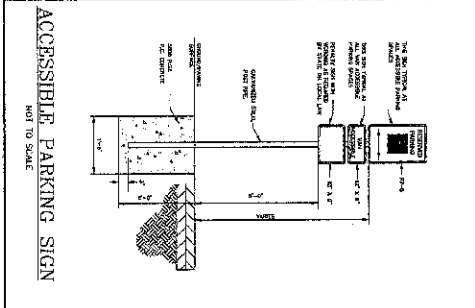
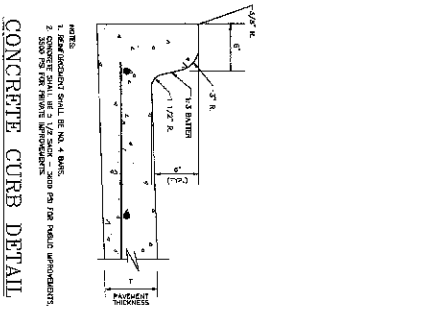
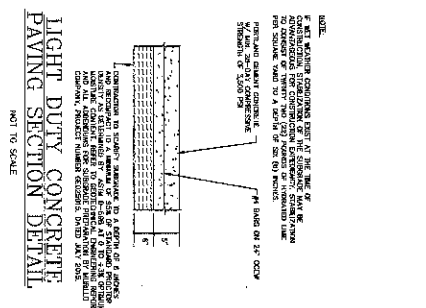
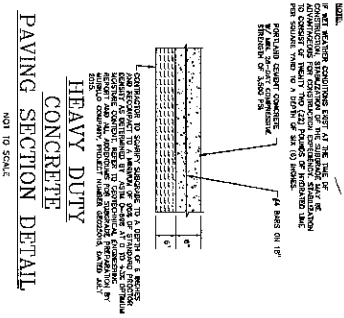
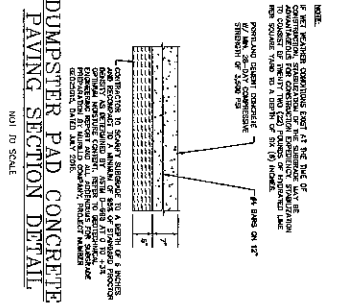
EROSION CONTROL PLAN

PROJECT No. 200806
DATE: NOV, 2015
SCALE: AS SHOWN
DESIGNED BY: BOW
DRAWN BY: KLM
CHECKED BY: BOW

Kimley-Horn
12012 WOODBRIDGE LANE, SUITE 200, HOUSTON, TEXAS 77055
PHONE: 281-457-4600
TEXAS REGISTERED ENGINEERING FIRM F-608

No.	REVISIONS	DATE	BY

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STATE OF TEXAS

IHOP-BELLA TERRA
FORT BEND COUNTY, TX
PREPARED FOR
ACG TEXAS RESTAURANTS

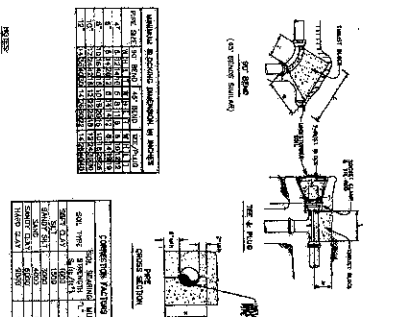
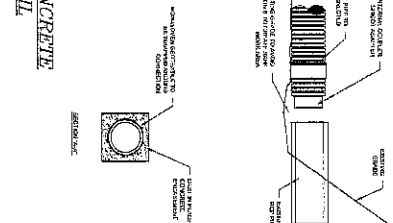
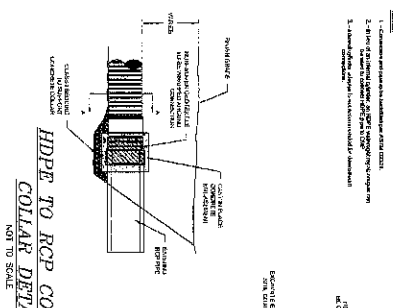
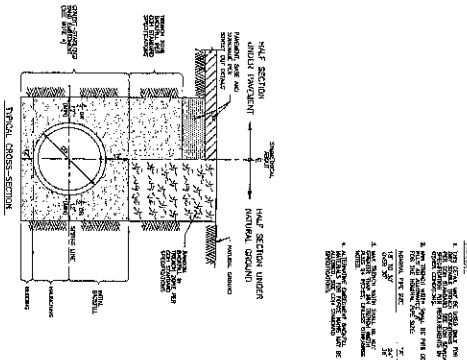
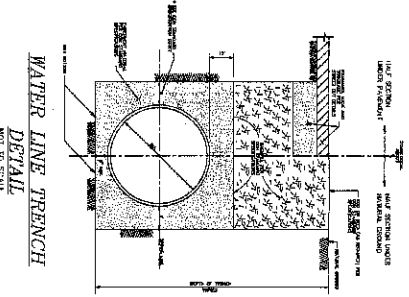
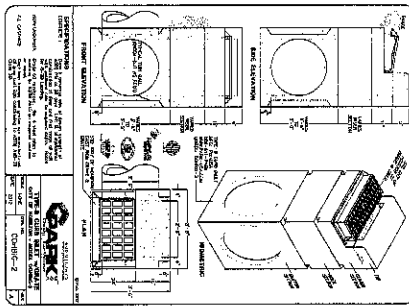
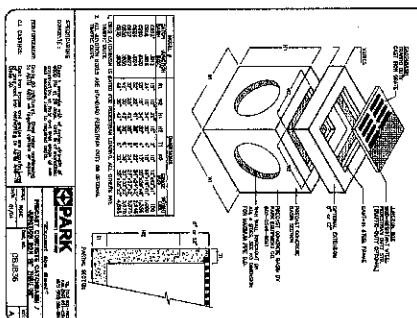
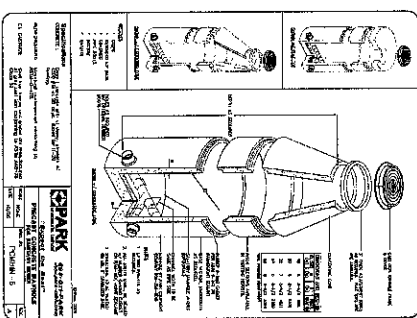
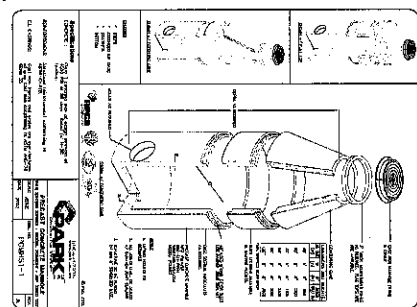
CONSTRUCTION DETAILS (SHEET 1 OF 3)

PROJECT No. 04400000
DATE: NOV. 2016
SCALE: AS SHOWN
DESIGNED BY: BOW
DRAWN BY: ALAN
CHECKED BY: EDW

Kimley Horn

12012 WICKHAMSTER LANE, SUITE 200, HOUSTON, TEXAS 77079
TEXAS REGISTERED ENGINEERING FIRM # 656

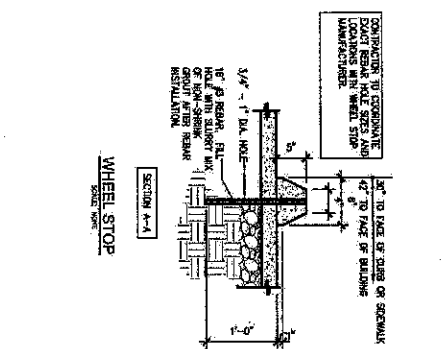
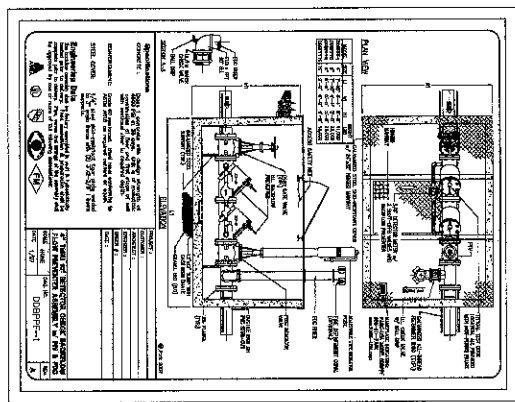
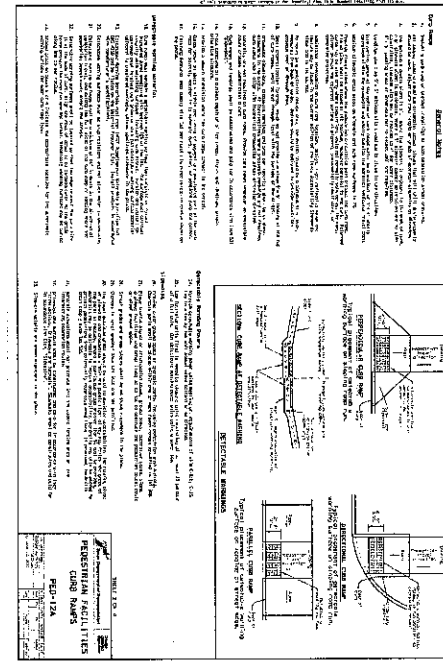
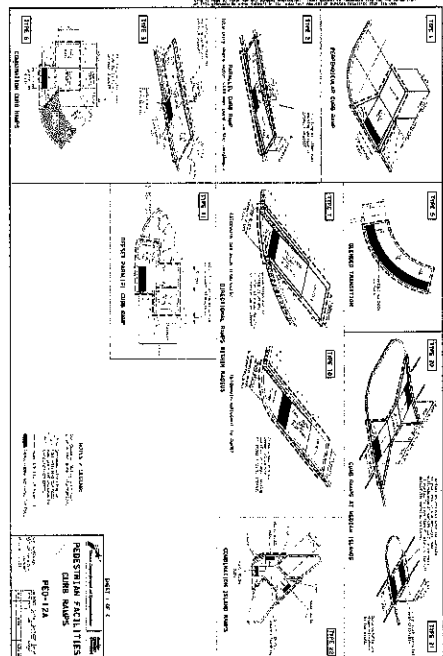
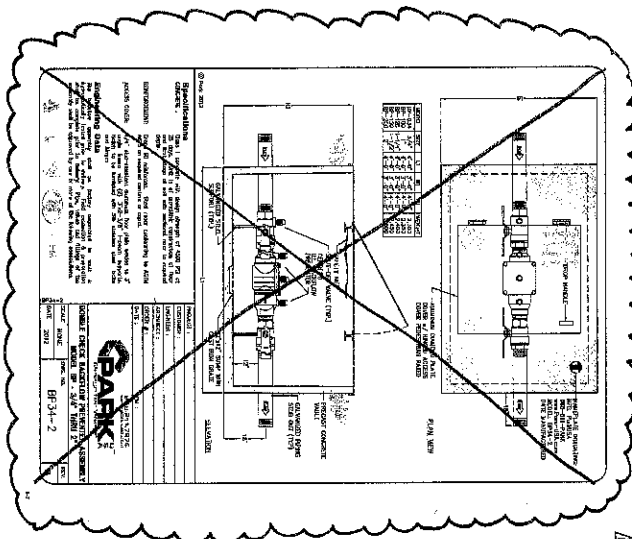
No.	REVISIONS	DATE	BY



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KIMLEY-HORN AND ASSOCIATES, INC.
 11/18/15

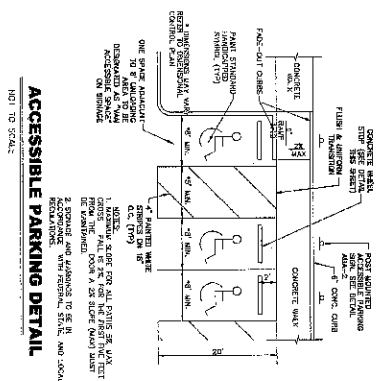
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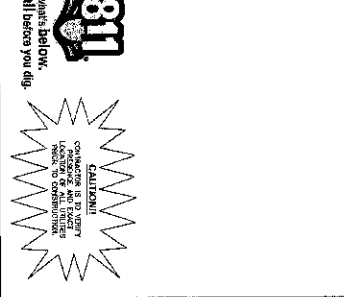
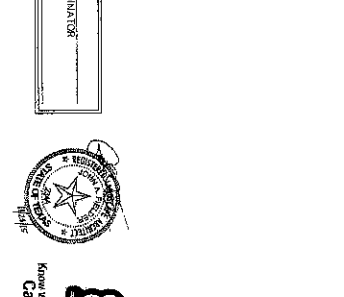
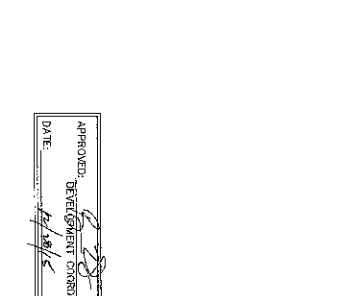
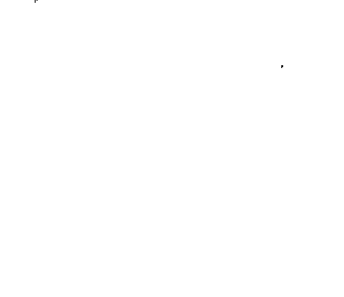
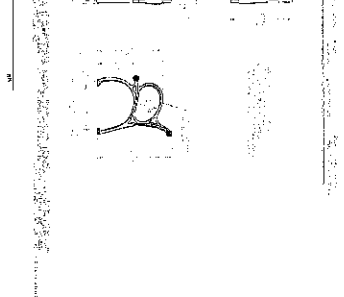
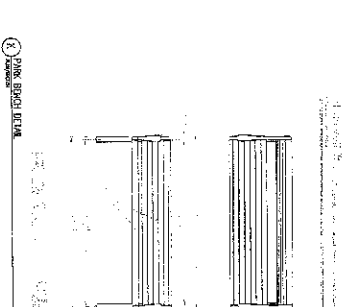
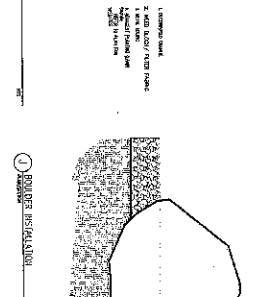
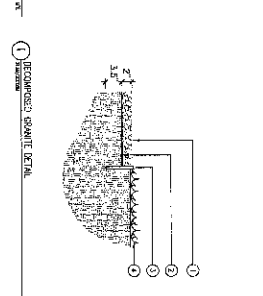
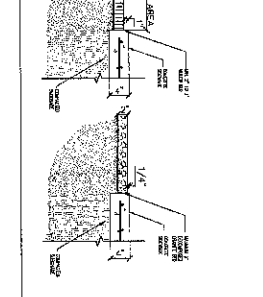
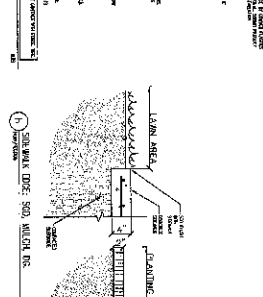
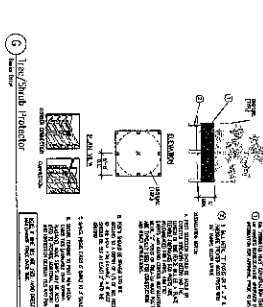
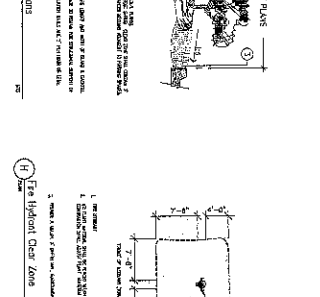
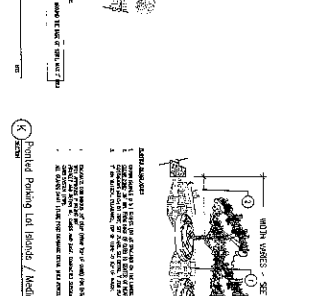
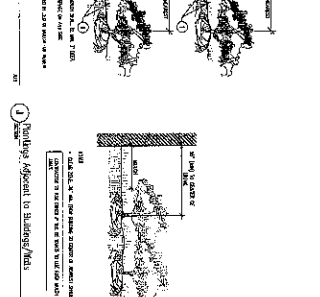
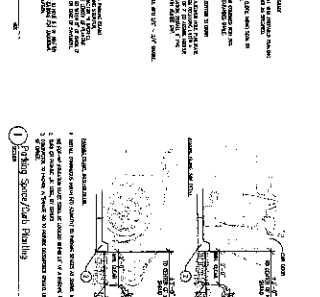
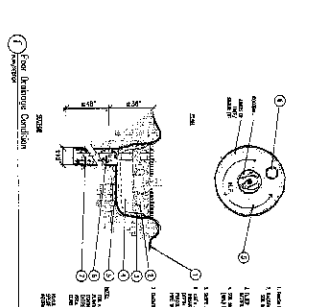
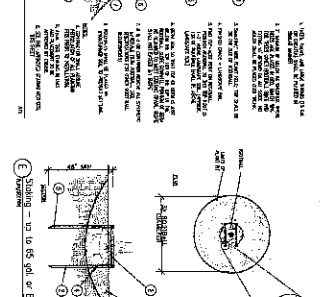
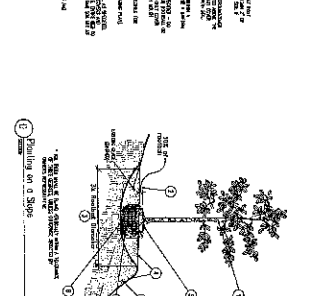
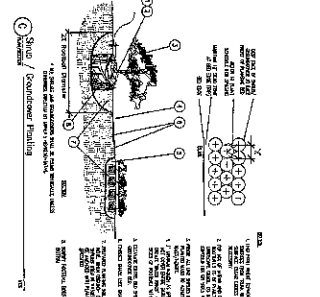
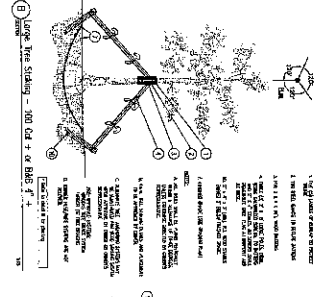
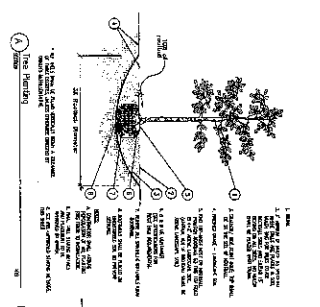
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Know what's below.
Call before you dig.

CAUTION!
CONSTRUCTION IS TO BE STOPPED IMMEDIATELY UPON CONTACT WITH ANY UTILITIES OR OBSTRUCTIONS.

APPROVED FOR CONSTRUCTION
DATE: *11/11/11*



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APPROVED: _____
 DEVELOPMENT COORDINATOR
 DATE: 10/27/2015



STATEMENT
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCING WORK.

PROJECT NO: 15445548
 SHEET NUMBER: L-11

LANDSCAPE DETAILS

PROJECT NO: 15445548
 DATE: OCT. 2015
 SCALE: AS SHOWN
 DESIGNED BY: SDW
 DRAWN BY: KJM
 CHECKED BY: JWF

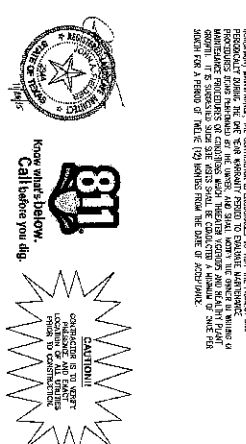
IHOP Kimley»Horn
 12212 WICKHAM LANE, SUITE 200, HOUSTON, TEXAS 77070
 TEXAS REGISTERED ENGINEERING FIRM #4028

NO.	REVISIONS	DATE	BY

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

1. **SOFT COPY**
 - A. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ALL OTHER SUPPLIES NECESSARY FOR THE COMPLETION OF THE PROJECT AS SHOWN ON THE DRAWINGS AS NOTED ON THE PLAN LIST AND OTHER SPECIFICATIONS.
 - B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
2. **PLANT MATERIALS**
 - A. ALL PLANT MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL BE DELIVERED TO THE PROJECT SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - B. ALL PLANT MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL BE DELIVERED TO THE PROJECT SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - C. ALL PLANT MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL BE DELIVERED TO THE PROJECT SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - D. ALL PLANT MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL BE DELIVERED TO THE PROJECT SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
3. **CONSTRUCTION**
 - A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
4. **MAINTENANCE**
 - A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
 - D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

APPROVED: _____
 DEVELOPMENT SUPERVISOR
 DATE: 2/15/15



IHOP-BELLA TERRA
 FORT BEND COUNTY, TX
 PREPARED FOR
ACG TEXAS RESTAURANTS

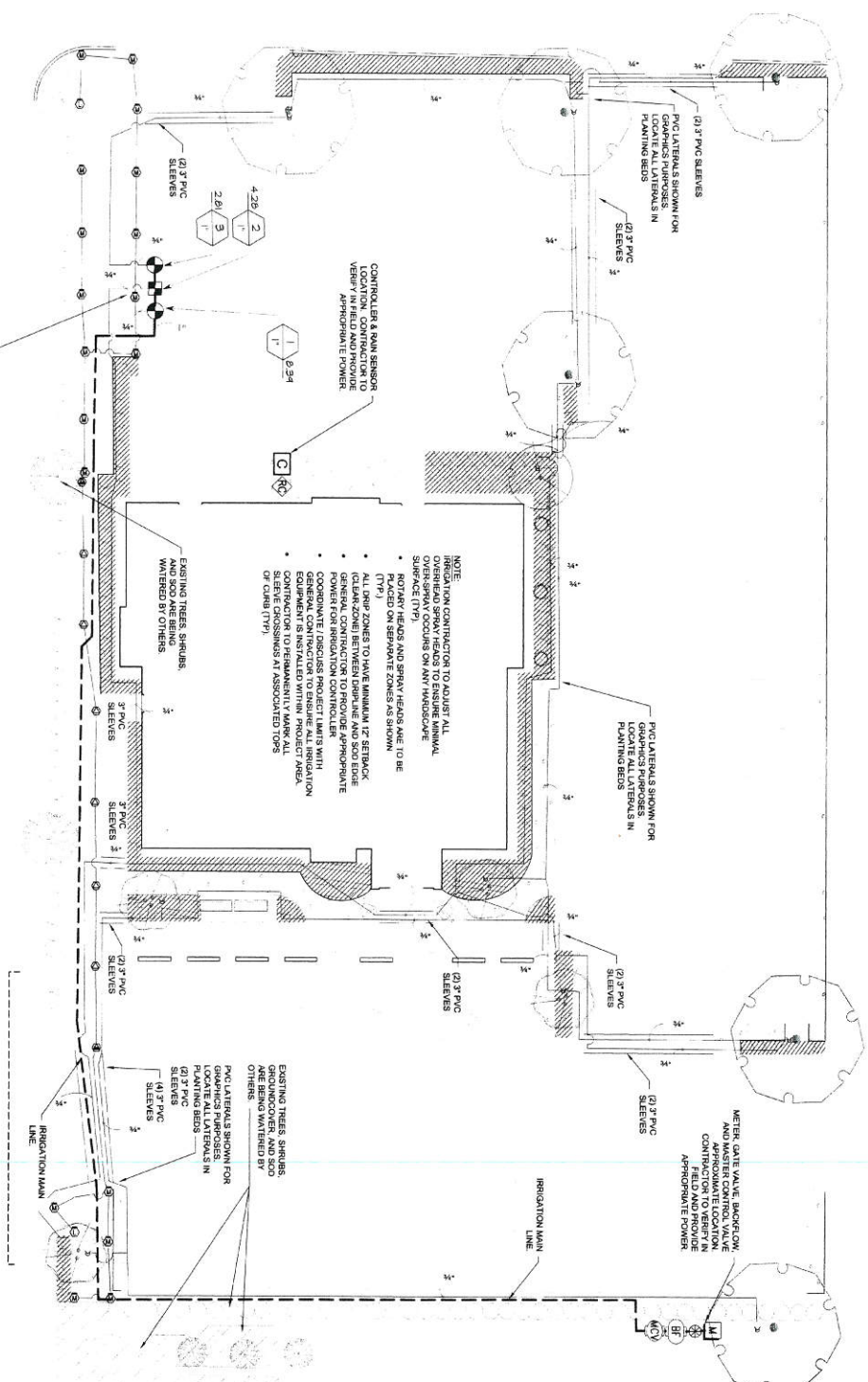
LANDSCAPE SPECIFICATIONS

PROJECT NO:	0217
DATE:	02/15/2015
DESIGNED BY:	AS/SM
DRAWN BY:	AKM
CHECKED BY:	JMT



NO.	REVISIONS	DATE

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. THE USER OF THIS DOCUMENT AGREES TO HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL LIABILITY, INCLUDING NEGLIGENCE, FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY PARTY AS A RESULT OF THE USE OF THIS DOCUMENT. TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN AS AN INSTRUMENT OF SERVICE, IT IS HEREBY AGREED TO BY THE CLIENT FOR WHOM IT WAS PREPARED, REUSE OF ANY PART OR PORTION OF THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



IRRIGATION SCHEDULE

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811
Know what's below.
Call before you dig.

CAUTION!
CONTRACTOR IS TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK.

APPROVED: *[Signature]*
DEPARTMENT COORDINATOR

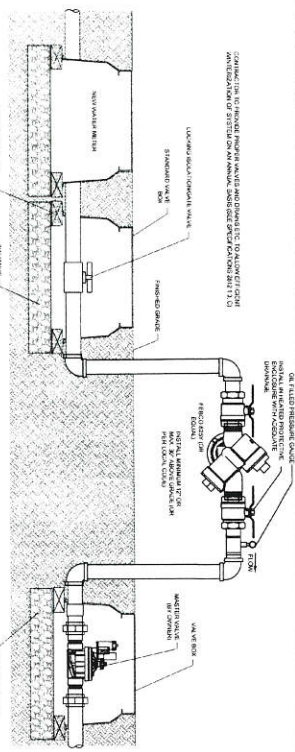
DATE: *[Date]*

IRRIGATION PLAN

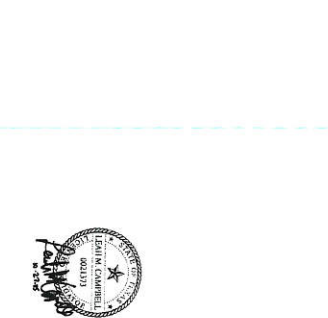
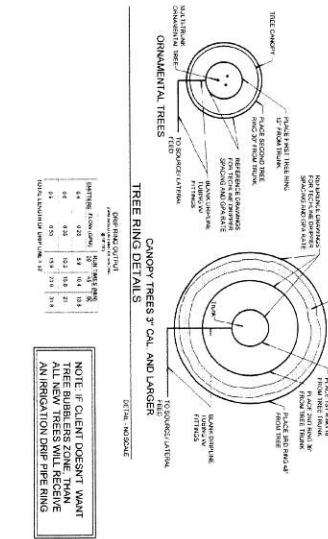
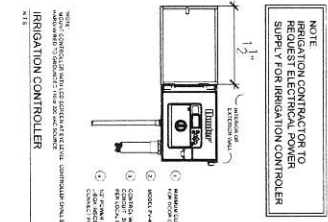
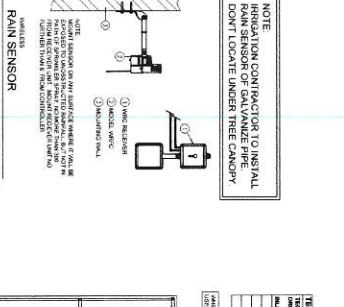
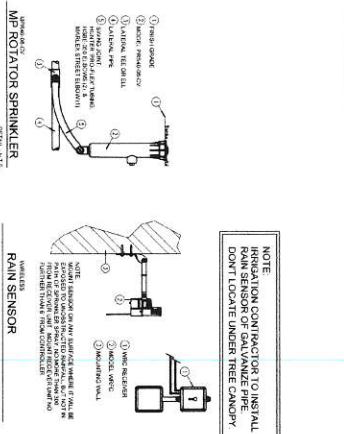
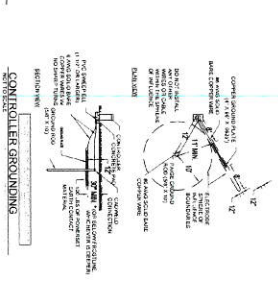
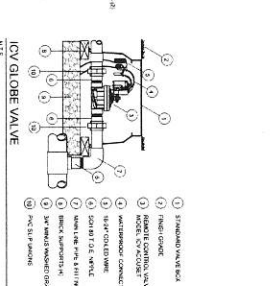
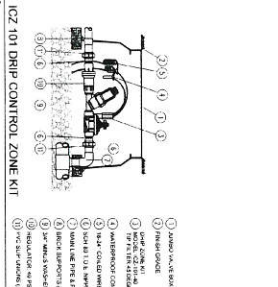
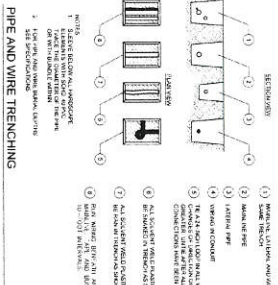
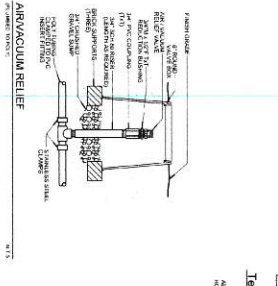
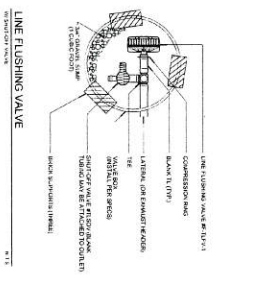
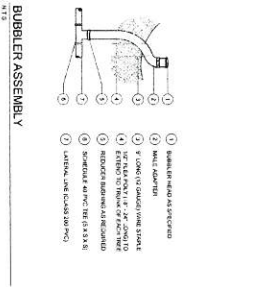
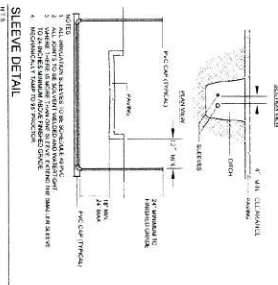
PROJECT No: 05445401
DATE: SEPT 2015
SCALE: AS SHOWN
DESIGNED BY: SDW
DRAWN BY: KLM
CHECKED BY: SDW

Kimley-Horn
12015 WICKCHESTER LANE, SUITE 500, HOUSTON, TEXAS 77079
PHONE: 281.653.8330
TEXAS REGISTERED PROFESSIONAL ENGINEERS

No.	REVISIONS	DATE	BY



RPZ ASSEMBLY BACKFLOW PREVENTER



TRUCKS AND EQUIPMENT LIST

ITEM	QUANTITY	REMARKS
1. TRUCK	1	FOR TRANSPORTATION
2. TRUCK	1	FOR TRANSPORTATION
3. TRUCK	1	FOR TRANSPORTATION
4. TRUCK	1	FOR TRANSPORTATION
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8. TRUCK	1	FOR TRANSPORTATION
9. TRUCK	1	FOR TRANSPORTATION
10. TRUCK	1	FOR TRANSPORTATION



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND SHALL SUBMIT A FINAL REPORT TO THE ENGINEER UPON COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN A CLEAN WORK SITE AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL RESOURCES.
9. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL MATERIALS USED AND SHALL SUBMIT A MATERIALS LIST TO THE ENGINEER UPON COMPLETION OF THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORICAL AND CULTURAL RESOURCES.

APPROVED:

DESIGN COORDINATOR

DATE: _____

811

Know what's below.
Call before you dig.

CAUTION!
CONSTRUCTION AND EXCAVATION WORK IS BEING PERFORMED IN THIS AREA. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES.

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROAD**

AUTHORIZED

BOND NO. 09114246

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

THAT WE, EBCO General Contractors, Ltd. whose address is 305 W. Gillis Ave., Cameron, TX 76520 Texas, hereinafter called the Principal, And Fidelity and Deposit Company of Maryland, a Corporation existing under and by virtue of the laws of the state of Maryland and authorized to do an indemnifying business in the state of Texas, and whose principal office is located at 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought whining said state is Tim Champagne and Whose address is 15303 Dallas Pkwy, #800, Addison, TX 75001, hereinafter called the Surety, and held and firmly bound unto, Robert e. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand & No/100 Dollars (\$ 5,000.00) current, lawful money of the United Stated of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways, commercial driveway and median openings or modifications in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity, commercial driveway and median openings or modifications;

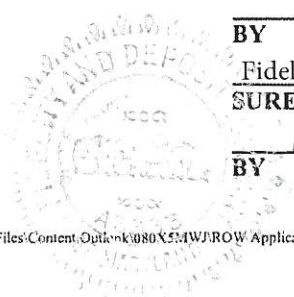
NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways, commercial driveway and median openings or modifications in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 30th day of March, 20 16.

EBCO General Contractor, Ltd.
PRINCIPAL
[Signature]
BY
Fidelity and Deposit Company of Maryland
SURETY
[Signature]
BY Dawn Davis, Attorney-in-Fact





Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John D. FULKERSON, Kae PERDUE, Dennis DOWD, Donnie D. DOAN, Debbie SMITH, Kristi MEEK, Dawn DAVIS and Walter J. DELAROSA, all of Dallas, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of November, A.D. 2015.

ATTEST:

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



Eric D. Barnes

By: _____

Secretary
Eric D. Barnes

Thomas O. McClellan

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 23rd day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

