

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY **IN FORT BEND COUNTY**

Fort Bend County

Engineering Department 301 Jackson Suite 401 Richmond, Texas 77469 281.633.7500 Permits@fortbendcountytx.gov

	Right of Way Permit
X	Commercial Driveway Permi

	Permit No: 2021-50	Driveway Permit 0382				
Appli Job L Bond	Location Site: 6914 Love Road TEMP 1, Fulsher					
Laying Roads Comn Texas	g, Construction, Maintenance, and Repair of Buried s, Streets, Highways, and Drainage Ditches in Fort B nissioners Court of Fort Bend County, Texas," as pa	ssed by the Commissioners Court of Fort Bend County, t Bend County, Texas, to the extent that such order is not				
Notes 1. 2. 3. 4.	Evidence of review by the Commissioners Court m grounds for job shutdown. Written notices are required, via email, for certain permits@fbctx.gov for a copy of the notification p This permit expires one (1) year from date of perm	nit if construction has not commenced. t-of-ways owned and maintained by Fort Bend County only,				
On this <u>27th</u> day of <u>June</u> , <u>2023</u> , 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.						
Signa By:	County Engineer	Presented to Commissioners Court and approved. Date Recorded Comm. Court No				
Ву:	N/A Drainage District Engineer/Manager	Clerk of Commissioners Court By: Deputy				



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

Fort Bend County Engineering Department 301 Jackson Suite 401 Richmond, Texas 77469

281.633.7500

Permits@fortbendcountytx.gov

Rigi	ht of Way Permit						
X Con	nmercial Driveway	Permit					
Permit No	o: 2021-50382						
	-	e activity in Fort Bend County" and accompany opriate regulations set by Commissioner's Cou					
(1) COMPLETE APPLICATION FORM:							
X a. Name of road, street, and/or drainage ditch affected.							
X b. Vicinity map showing course							
X c. Plans and specifications							
(2) BOND:							
County Attorney, approval whe	en						
Perpetual bond currently posted.	Bond No:	Amount:					
X Performance bond submitted.	Bond No:	Amount: \$5,000.00					
Cashier's Check	Check No:	Amount:					
(3) DRAINAGE DISTRICT APPROVAL (WHE	EN APPLICABLE):						
Drainage District Approval	_	Date					
We have reviewed this project and agree it i	meets minimum red	quirements.					
La Esta		6/12/2023					
Permit Administrator		Date					

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROAD, COMMERCIAL DRIVEWAY AND MEDIAN OPENINGS OR MODIFICATIONS (AUTHORIZED)

		BOND NO_		
THE STATE OF TEXAS	§	V.10.11 A.1	-N BV	
COUNTY OF FORT BEND	§	KNOW ALL M	EN BY THESE PRESE	NTS:
THAT WE, Price Go	rdon Services LLC			whose (address, phone)
is 30417 5th Street.	, Suite A Fulshear,	TX 77441	(832) 276-8543	_, hereinafter called the Principal, and
	Merchants Bonding (Company (Mutual)		orporation existing under and by virtue
of the laws of the state of _	Iowa	and authoriz		ying business in the state of Texas, and
an	ated at (<i>name/add</i> e of Texas, author d whose address	ress/phone) prized to accept s CSC Lawvers In is 211 E. 7th St., Su	6700 Westown Parkway ervice in all suits an corporating Service Con tite 620. Austin, TX 787	
THE CONDITION O constructing, maintaining ar streets and highways, comm Texas, under the jurisdictior order adopted on the 1st day County, Texas, regulating sa as though fully set out herei AND WHEREAS, the conduit and/or pole line activ NOW, THEREFORE, (including, but not limited to across and/or along roads, s Fort Bend and State of Texas in accordance with minimun specified to be by said prince	nty Judge of Fort ne undersigned, be atives, jointly and F THIS BOND IS ad/or repairing one percial driveway and of the Commission of December, A.D. me, which Commin; e principal desires wity, commercial differents and highways, under the jurisdance and percial done and per interests and percial done and percial done and percial done and percial desires and done and percial done done done done done done done done	Bend County, Texa ind ourselves and severally, by these SUCH THAT, When or more cables, conditioners' Court of Foil 1980, recorded in scioners' Court or to provide Fort Belliveway and media den principal shall fuction, maintenancings, commercial dribution of the Commercial dributions of the formed, at the time	es, or his successors in each of us, our heirs, e presents. EREAS, the above bonduits, and/or pole lines or modifications in the Bend County, Texas Volume 13, of the Confer is hereby referred to the end County with a perion openings or modification and/or repair of cable veway and median openissioners Court of Four above mentioned Coe and in the manner the	ey of the United States of America, to be n office, to which payment well and truly executors, administrators, successors, ounden principal contemplates laying, les in, under, across and/or along roads, he County of Fort Bend, and the State of pursuant to the Commissioners' Court missioners' Court Minutes of Fort Bend of and made a part hereof for all purposes formance bond covering all such cable, eations; as cable, conduit and/or pole line activity es, conduits and/or pole lines) in, under, enings or modifications in the County of the Bend County, Texas, pursuant to and emissioners' Court order set forth and the terein specified, and shall pay over and County may sustain by reason of any
failure or default on the part effect. This bond is payable	of said principal, at the County Co at any time Fort E ipal.	then this obligation the Control ourthouse in the Control of County deem	on shall be null and vo	id, otherwise to remain in full force and I State of Texas. this bond, it may require further and/or
			Merchants Bonding SURETY	Company (Mutual)



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

William Belpedio

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

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

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

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

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

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd , 2023 .

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Ву

STATE OF IOWA COUNTY OF DALLAS ss.

On this 2nd day of 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn June did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of

2023

2003

William Claren Jo









