14V

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this	28	day of	JANUARY		_,Commissioners Court
came o	n to be hear	rd and re	viewed the acc	ompanying not	ice
of SC	- STEEL CRE	ETE, LLC			
ob Loc	ation GRAN	ND MISSIO	N BOULEVARD, BE	ECHNUT STREET	
Dated	01/09/14	Bond N	o. 5170104	, Pei	mit No. 84485
to mak	e use of cer	tain Fort	Bend County p	roperty subject	to, "A Revised Order
Regula	ting the Lay	ing, Cons	struction, Main	tenance, and Re	pair of Buried Cables,
Condui	ts, and Pole	Lines, In	ı, Under, Acros	s or Along Road	s, Streets, Highways, and
Draina	ge Ditches i	n Fort Be	end County, Te	xas, Under the J	urisdiction of the
Commi	ssioners Co	urt of Fo	rt Bend County	, Texas," as pas	sed by the Commissioners
Court c	of Fort Bend	County,	Texas, date the	a 3rd day of Augu	ıst, <u>1987</u> , recorded in
Volum	e	of the M	linutes of the C	commissioners (Court of Fort Bend County,
Texas,	to the exten	t that su	ch order is not	inconsistent wi	th Article 1436a, Vernon's
Texas (Civil Statues	. Upon M	lotion of Comm	nissioner <u>Mou</u>	ex5 , seconded
					ried, it is ORDERED,
	_		. 1		rpose is hereby
•				-	County, Texas, and that said
	_			ne regulation or	-
Notes:					
1. 1	Evidence of	review b	y the Commiss	ioners Court m	ust be kept on the job site
	and failure	to do so o	constitutes gro	unds for job shu	ıtdown.
2.	Written not	ices are ı	required:		
	a. 48 ho	ours in ac	lvance of const	ruction start up	, and
	b. Wher	ı constru	iction is comple	eted and ready f	for final inspection
]	Mail notices	to: I	Permit Adminis	strator	
		I	Fort Bend Coun	ty Engineering	
		3	301 JACKSON STRI	EET	
			RICHMOND, Texa	s 77469	
			281-633-7500	_	
	_	-	one (1) year fr	om date of pern	nit if construction has not
•	commenced	l.			
		SAN) _	_	
By _	wayn) yell		_	to Commissioners Court
Co	unty Engin	eer		and approv	
					n Volume <u>2-4-14</u>
Ву	N/A				Commissioners Court.
Dı	rainage Dist	rict Engi	neer/Manager		
					mmissioners Court
				By Shop	
(REVISE	D 10/16/13)			Deputy	7

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

AUTHORIZED BOND NO 5170104

THE	STA	TE.	\mathbf{OF}	TEX.	AS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT	WE,	sc	-Steel Crete, LLC		whose
address is	12651 Briar Forest, Suite 350	Houston, TX 77077	, Texas,	hereinafter call	led the Principal
and	SureTec Insurance Company	, a	Corporation	existing under	and by virtue of
the laws of the	State of Texas	and authoriz	ed to do an in	demnifying bus	iness in the State
of Texas, and	whose principal offic	e is located at	1330 Post Oak Blv	d., Suite 1100 Houston,	TX 77056 , whose
officer residing	in the State of Texa	s, authorized to	accept service	e in all suits an	d actions brough
within said Sta	te is Steven D. Nelson a	nd whose addr	ess is 9737 Grea	t Hills Trail, Suite 32	20, Austin, TX 78759
hereinafter cal	led the Surety, are h	eld and firmly	bound unto,	Robert E. Hebe	rt, County Judge
of Fort Bend C	ounty, Texas, or his s	uccessors in off	ice, in the full	sum of Eight	Thousand Dollars
(\$ 8,000,00) current, lawful n	onev of the U	Inited States	of America, to	be paid to said
Robert E. Heb	ert. County Judge of	Fort Bend Cou	ınty, Texas, o	r his successors i	in office, to which
payment well a	and truly to be made	and done, we,	the undersign	ed, bind ourselv	es and each of us
our heirs, exe	cutors, administrato	rs, successors,	assigns, and I	egal representa	tives, jointly and
severally, by the					

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 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;

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 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 14th day of October , 2013

SC-Steel Crete, LLC	
PRINCIPAL	The state of the s
and the second	ANSOME AND A
BY	
SureTec Insurance Company	
SURETY	
BY Justin McQuair	م , Attorney in Fact

POA #:	5170104

SureTec Insurance Company LIMITED POWER OF ATTORNEY

now All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Justin McQuain

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: SC-Steel Crete, LLC Fort Bend County Judge Obligee:

Amount: \$8,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

State of Texas County of Harris

.. President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

> JACQUELYN MALDONADO Notary Public State of Texas My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

day of

Any instrument issued in excess of the penalty stated above is totally void and without any validity For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and a:00 pm CST. Sinestic Metoscopy

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104 Austin, TX 78714-9104 Fax#: 512-475-1771 Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Indemnity Agreement – Read Carefully. Your signature creates legal consequences to you.

EACH OF THE UNDERSIGNED HEREBY affirms that the foregoing statements made and answers given are the truth and are made to induce the Surety to execute or procure the execution of any and all of the bonds. Applicant acknowledges and consents that <u>credit checks will be made</u> on both individuals and business(es) associated with this surety bond application, update or renewal or for any other legitimate business purpose.

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company, SureTec Indemnity Company, and its cosureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "Surety") as follows:

- 1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
- 2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
- 3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
- 4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
- 5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
- 6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Harris County, Texas, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.
- 7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of Texas. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
- 8. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Sign	ed, sworn to and dated this	day of		October	, <u>2013</u> .	
5	SC-Steel Crete, LLC			_/		
X _	(Authorized Representative a	SC-Steel Crete, LLC and Individually)	x	(Authorized Rep	resentative and Individ	ually)
×.	(Authorized Representative a	and Individually)	× _	(Authorized Rep	RA resentative and Individ	ually)

COUNTY OF FORT BEND

Engineering Department

301 JACKSON STREET RICHMOND, Texas 77469

Johnny Ortega Permit Administrator 1124 Blume Road Phone: (281) 633-7500

01/09/2014

Date

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

	PERMIT NO84485	
County" a	ving "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend accompanying attachments have been reviewed and the notice conforms te regulations set by Commissioner's Court of Fort Bend County, Texas.	
X	_ (1) Complete Application Form.	
	X a. Name of road, street, and/or drainage ditch affected.	
	X b. Vicinity map showing course of direction.	
	X c. Plans and specifications.	
X	_ (2) Bond:	
	District Attorney, approval when applicable.	
	Perpetual bond currently posted.	
	No	
	Amount	
	X Performance bond submitted.	
	No. <u>5170104</u>	
	Amount <u>\$5,000.00</u>	
	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)	
	(4) Drainage District Approval when applicable	
We	have reviewed this project and agree it meets minimum requirements.	

Permit Administrator

FORT BEND COUNTY ENGINEERING

PERMIT DEPARTMENT

CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD ROSENBERG, TX 77471

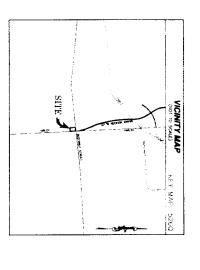
(Phone) 281-633-7502 or 7503 · (Fax) 281-342-7366

APPLICANT INFORMATION	Application No. (County Use Only)
Applicant Name Sc-Steel CycleU	
Applicant Mailing Address 12651 Brian Fores	Suite 350
City Houston State TX	zip '77077
Work Phone 281. 741-1998 Daytime Phone	221-741.1998
Property Owner's Name Noved Rehmon	Phone 83, 275.5825
Property Owner's Mailing Address 9006 Painted	Daisy In
City Kaly State TX	
LOCATION OF PROPERTY	
Subdivision Sec	Lot Blk (
Physical Address 8710 Grand Mission	
(ATTACH A SITE MAP)	
SITE USE	
Driveway Curb & Gutter Section Driveway	- Open Ditch Section
Culvert Only	
DRIVEWAY REQUIREMENTS	
Length 20' minimum and 40' maximum Numb (See - Fort Bend County Procedures to be followed for Commercial Drivewa Available on website www.co-fort-bend.tx.us Does project comply with Fort Bend County Lighting Regulation on website www.co.for	lation Yes (1/2) No ()
 By signing and submitting thus permit application, I am stating that I am the own the Fort Bend County Regulations of Subdivisions and I am aware of Sec Driveways & Culverts on County Easements and Right of Ways in Fort required permits associated with the above mentioned property. Driveway to the permit will be commenced within six months and be completed within nine for said permits shall not be refundable or transferable. I further understand the or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to The undersigned applicant, agent or attorney hereby certifies to Commissioner construct the driveway and/or culvert in strict conformity with the plans, specific any other written material incorporated by reference in this application. Other permits may be required for development. Please contact the Fort Befor the Fort Bend County Health Department for information on On-Site Sew Failure to possess or obtain required permits will result in legal action against the second of Applicant, Agent or Attorney 	er of this property and I am aware of and agree to abide by cition 2, Item F in the Permits for the Construction of Bend County, and am responsible to obtain all other and Pipe Permits shall provide that construction pursuant amonths from the date of the permit and that fees collected a permit fee, at the form of CASH or PERSONAL CHECK FORT BEND COUNTY, must be attached. So Court to be strictly bound to Commissioners' Court to cations, terms provisions and conditions of the permit and and County Road & Bridge Department for pipe sizing tage Facility permits prior to planning construction.
SAL RADIR	·

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PROPOSED WATER, SANITARY, DRAINAGE & PAVING CONSTRUCTION PLANS TO SERVE GRAND MISSION SQUARE

8710 GRAND MISSION BLVD RICHMOND, TEXAS 77407 OCTOBER 2013



ADDEX OF DRAWINGS	SHEET NO.
COVER SHEET	2
SITE DRAINAGE PLAN	02
SITE PAVING & GRADING PLAN	03
SITE PAVING AND JOINT LAYOUT FLAN	Ů
STORM POLLUTION PREVENTION PLAN & DETAILS	್ಯ
SHE CHARLES PLAN	00
COMSTRUCTION NOTES & DETAILS	3
INDOT CURB RAMP DE AILS	C#
1xDOT GENERAL NOTES & DETECTABLE WARNINGS	Ç9
TXDOT SIDEWALK DETAILS & SENERAL NOTES	C10
TADOT INTERSECTION LAYOUTS	C1:



