

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

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On this 03 day of MARCH, 2015, Commissioners Court came on to be heard and reviewed the accompanying notice of 723 PARTNERSHIP, LTD

Job Location RIVERSIDE BOULEVARD

Dated 02/20/15 BOND NO. CMB-13137-00, Permit No. 84781

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, date 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 Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED 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 inspection

Mail 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 [Signature]
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3/3/15
Minutes of Commissioners Court.

Clerk of Commissioners Court
By [Signature]
Deputy RENE E MICHULKA

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

AUTHORIZED

BOND NO CMB-13137-00
THE STATE OF TEXAS §
 KNOW
COUNTY OF FORT BEND §

ALL MEN BY THESE PRESENTS:

THAT WE, 723 Partnership, Ltd. whose address is 5545 FM 359 Richmond, TX 77406, Texas hereinafter called the Principal, and Insurors Indemnity Company, a Corporation existing under and by virtue of the laws of the State of Texas and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 225 South 5th Street Waco, TX 76701, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Texas and whose address is 225 South 5th Street Waco, TX 76701, 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 Dollars Dollars (\$ 5,000.00) current, lawful money of the United States 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 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;

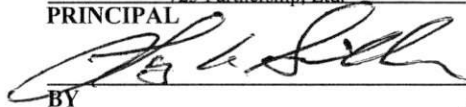
NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways 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.

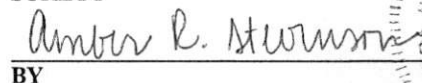
It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 19th day of February, 2015.

723 Partnership, Ltd.
PRINCIPAL


BY

Insurors Indemnity Company
SURETY


BY



INSURORS INDEMNITY COMPANY

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Applicant(s), Principal(s) and Indemnitor(s), collectively referred to as "Undersigned," for the continuing benefit of Insurors Indemnity Company ("Surety") in connection with any Bond executed on behalf of any Indemnitor, Applicant or Principal. The Undersigned hereby certify the truth of all statements in the application, authorize the Surety to verify this information and obtain additional information from any source, including obtaining a credit report for any legitimate purpose as determined by Surety.

The Undersigned jointly and severally agree:

1. To pay the usual premiums, including renewal premiums, in accordance with Surety's rates in effect when each payment is due; and
2. **INDEMNITY:** To defend, completely **INDEMNIFY AND HOLD HARMLESS** Surety from and against any liability, loss, cost, interest, attorney's fees and expenses whatsoever which Surety shall at any time sustain as Surety or by reason of having been surety on any bond issued for Undersigned, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; and
3. To furnish Surety with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for Undersigned; and
4. Upon demand by Surety for any reason, to deposit current funds with Surety in an amount equal to the reserves posted by Surety and/or any loss or expense paid by Surety. Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond; and
5. That Surety shall have the right to pay, settle, compromise, defend, prosecute or appeal any claim, in its sole discretion. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety; and
6. That Surety may decline to issue any bond and may cancel or amend any bond without cause and without any liability which might arise there from; and
7. That Surety shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for Undersigned, and this agreement shall apply to any such altered bond; and
8. That if a contract or performance bond is issued hereunder, Undersigned hereby assign to Surety any monies now due or hereafter becoming due under the contract; and
9. At Surety's discretion, this General Indemnity Agreement shall be governed in all respects by the laws of the State of Texas and Undersigned hereby consent venue and personal jurisdiction in McLennan County, Texas, in all actions and proceedings arising from or relating to this Agreement; and
10. That this Agreement may be canceled as to subsequent liability by an Undersigned upon written notice to Surety at P.O. Box 2683, Waco, Texas, 76702, effective ten (10) days after the earliest date thereafter upon which Surety could have cancelled all bonds in force for Undersigned; and
11. If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect shall not affect the validity as to any other Undersigned. Should any provision of the Agreement be held invalid, the remaining provisions shall retain their full force and effect; and
12. Undersigned waive any defense that this Agreement was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance upon Undersigned's promise to execute this Agreement. Undersigned understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period; and
13. Undersigned have the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the Obligee, and hereby waive any claim against Surety arising out of any such error or omission; and
14. A facsimile or electronic version of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original.

Dated this 19th day of February, 2015.

Witness signature: Kathryn N. Williams
 Printed name: Kathryn N. Williams
 Home address: 1722 Hayward Hill Dr
 City, State Zip: Richmond, TX 77407

Witness signature: Kathryn N. Williams
 Printed name: Kathryn N. Williams
 Home address: 1722 Hayward Hill Dr
 City, State Zip: Richmond, TX 77407

Witness signature: _____
 Printed name: _____
 Home address: _____
 City, State Zip: _____

Witness signature: _____
 Printed name: _____
 Home address: _____
 City, State Zip: _____

723 Partnership, Ltd.

By: [Signature]
 Larry K. Siller

Indemnitor: [Signature]
 Larry K. Siller

Indemnitor: _____

Indemnitor: _____

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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 at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: 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 agent or the company first. 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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CMB-13137-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Amber R. Stevenson of the City of Richmond, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

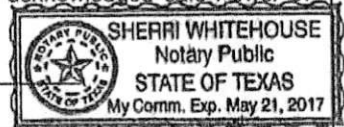
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

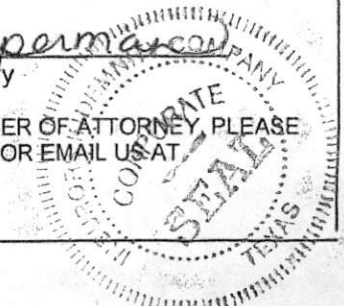
RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 19th day of February, 2015.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.



FORT BEND COUNTY ENGINEERING PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
1124 BLUME ROAD ROSENBERG, TX 77471
Mailing Address: 301 Jackson Richmond, Texas 77469
(Phone) 281-633-7502 or 7503 • (Fax) 281-633-7545

APPLICANT INFORMATION

Application No. 84781
(County Use Only)

Applicant Name 723 Partnership, Ltd.
Applicant Mailing Address 5545 Fm 359 Rd
City Richmond State Tx Zip 77406
Work Phone 281 342 5950 Daytime Phone 281 342 5950
Property Owner's Name 723 Partnership Ltd Phone 281 342 5950
Property Owner's Mailing Address 5545 Fm 359 Rd
City Richmond, State Tx Zip 77406

LOCATION OF PROPERTY

Subdivision Riverside Ranch Entrance Sec _____ Lot _____ Blk _____
Physical Address 3414 Fm 723 + Riverside Ranch Blvd (Commercial Reserve)

(PLEASE ATTACH SITE MAP)

SITE USE

Driveway Curb & Gutter Section
Culvert Only
Driveway - Open Ditch Section 24'
Other

As of 9/1/2014, we will no longer mail out permits. Instead, we will email them.
Please complete:
Name: Harry K. Siller
Email address: LKSiller@gmail.com

DRIVEWAY REQUIREMENTS

Length 20' minimum and 40' maximum Number of drives 1
(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation Yes () No ()
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Harry K. Siller
Signature of Applicant, Agent or Attorney

2/11/15
Date

Harry K. Siller
Printed Name
723 Partnership, Ltd.

Proposed 24' Culverts

RIVERSIDE BOULEVARD

Island

CENTERLINE OF

403.74'

50' BUILDING LINE

12' CONG. DRIVE

CENTERLINE OF BERM

ALL CONSTRUCTION SHALL COMPLY WITH THE 2006 INTERNATIONAL BUILDING CODES, ALL CURRENT ADA REQUIREMENTS FOR TEXAS, AND STRUCTURAL ENGINEER'S REQUIREMENTS, ALL THE ABOVE SHALL TAKE PRECEDENCE OVER ANY AND ALL INFORMATION SHOWN HERE.

10'-0" WELL

12' CONG. DRIVE

110'-10" ENTOUCH

3414 Hwy 723 Richmond, TX

RAMP

HC

FENCED AREA

150'-0"

50' BUILDING LINE

12' CONG. DRIVE

723 Partnership Ltd.

SITE PLAN

SCALE: 1"=60'

1-14-15

locaton



FUTURE DRIVEWAY

12' CONG. DRIVE

3414 FM 723

Richmond, TX 77406

12' CONG. DRIVE

TX NoT FM 723