

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd day of March, 2016, Commissioners Court came on to be heard and reviewed the accompanying notice of FBMUD 182 / Bay Utilities, LLC
Job Location 2877 1/2 McDonough Way, Katy, TX 77494
Date 3/8/2016 Bond No. 1037745, Permit No. 2016-5970 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 Meyus, seconded by Commissioner Patterson, 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. Dy
for County Engineer

By: N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 322-16 14T
Minutes of Commissioners Court

Clerk of Commissioners Court
By: Sandra Wilho
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. 2016-5970

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: 1037745
- Amount: \$49,700.00
- 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.

 CFM

Johnny Ortega CFM/Permit Administrator



Date

Project No. 1931-1323

PERFORMANCE BOND

PERFORMANCE BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE

PRESENTS:

THE COUNTY OF Fort Bend

§

THAT WE, Bay Utilities, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto The Hanover Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to D.R. Horton - Texas, Ltd. on behalf of Fort Bend County Municipal Utility District No. 182 "Owner", in the sum of forty-nine thousand, seven hundred and 00/100th Dollars (\$49,700.00) for the payment of which sum, well and truly to be made to Owner and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with Owner for construction of the Emergency Water Interconnect to Serve Fort Bend County Municipal Utility District No. 182 & Fort Bend County Municipal Utility District No. 151, City of Fulshear, Fort Bend County, Texas all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Owner, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more fully set forth herein. The Surety understands and agrees that the provision in the Contract that Owner shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit, and Owner shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree. It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense (including attorneys fees), or damage arising out of or in connection with the work done by the Contractor under the Contract.

This bond and all obligations created hereunder shall be performable in Fort Bend County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as

amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Attested By: [Signature]
Name: **David Long**
Title: **Managing Member**

Bay Utilities, LLC
(Name of Contractor)

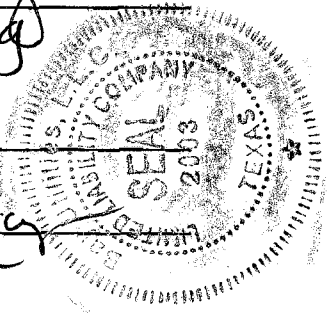
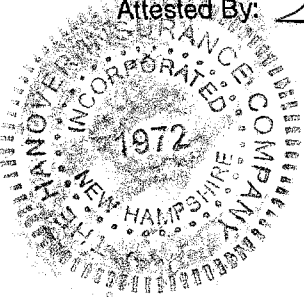
By: [Signature]
Name: **Eva V. Long**
Title: **Secretary**
Date:

ATTEST/WITNESS (SEAL)

Attested By: [Signature]
Name: Ashley Johnson
Title: Surety Assistant
Date:

The Hanover Insurance Company
(Full Name of Surety)

By: [Signature]
Name: Francine Hay
Title: Attorney-in-Fact
Date:



(Address of Surety for Notice)
10375 Richmond Ave., Suite 1050
Houston, Texas 77042

Local Recording Agent Personal Identification Number: 1446582

The name and address of the Resident Agent of Surety is: David R. Groppell c/o Elsey & Associates A Marsh & McLennan Agency, LLC Company, 21755 IH-45 North, Bldg 8, Spring, Texas 77388

4850-2590-8498, v. 1

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Roxanne G. Hebert, Bruce C. DeHart, David R. Groppell, Edward L. Moore, Lori Ellis, Mary M. Rifaat, Beverly A. Ireland
Sharen Groppell and/or Francine Hay**

of Agency, City, State and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of June 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Fete
J. Michael Fete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 1st day of June 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

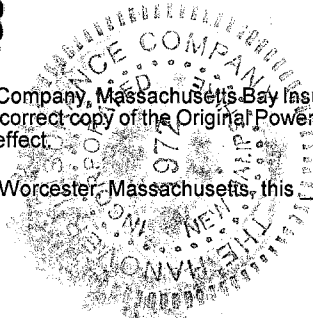


Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____ 20____.

CERTIFIED COPY



Theodore G. Martinez
Theodore G. Martinez, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01615

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
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

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.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01615

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.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

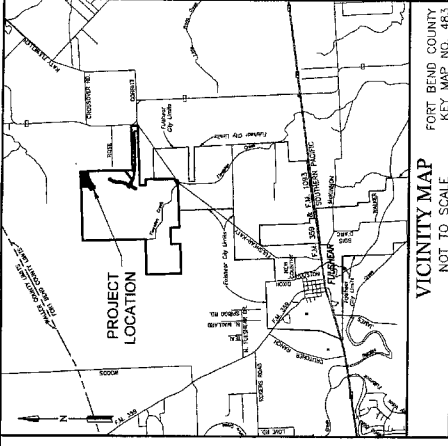
UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

CONSTRUCTION PLANS FOR EMERGENCY WATER INTERCONNECT TO SERVE FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.182 & FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.151 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS

JOB NO. 1931-1323

DATE: JULY 2014

DEVELOPER: D.R. HORTON



SHEET INDEX

1. COVER SHEET
2. VAD PIPING PLAN
3. CONSTRUCTION DETAILS
4. MISCELLANEOUS DETAILS

NOTES

1. THESE PLANS WERE PREPARED TO MEET OR EXCEED CITY OF FULSHEAR SUBDIVISION RULES AND REGULATIONS (AS APPLICABLE) AS CURRENTLY AMENDED. CONSTRUCTION WILL BE MONITORED BY A PROFESSIONAL ENGINEER TO INSURE COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION:
CITY OF FULSHEAR
FORT BEND COUNTY ENGINEERING
1-800-546-8035
TELEPHONE CALL
3. ONLY AUTHORIZED INDIVIDUALS FROM EITHER THE TESTING COMPANY OR A REPRESENTATIVE OF LJA ENGINEERING, INC. HAVE THE AUTHORITY TO ADD WATER TO A CONCRETE TRUCK.
4. CONTRACTORS SHALL CONTACT ANY PERTINENT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES AND/OR RIGHT-OF-WAYS.
5. THE OPENING AND CLOSING OF ALL VALVES ON EXISTING WATER LINES MUST BE PERFORMED EXCLUSIVELY BY THE DISTRICT OPERATOR.
6. THE DISTRICT OPERATOR MUST PERFORM ALL WATERLINE BACTERIOLOGICAL TESTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE DISTRICT.
7. PRIOR TO CONSTRUCTION OF THIS FACILITY WITHIN OR BY THE DISTRICT, THE DISTRICT OR THE CONTRACTOR SHALL NOTIFY THE DISTRICT OF ANY CONSTRUCTION WORKS IN THE VICINITY OF PUBLIC WORKS AND ENGINEERING. (THIS CITY IS STATING THE DATE SUCH CONSTRUCTION SHALL COMMENCE.

WS&D RECORD DRAWING

IF DRAWING CREDIT, THAT HAS EXAMINED AND APPROVED THESE PLANS, IS OBTAINED AS TO THE LOCATION, AND DEPTH, AND COMPLIANCE WITH THE CONTRACT DOCUMENTS.

CONTRACTOR: _____ DATE: _____

PAVE RECORD DRAWING

IF DRAWING CREDIT, THAT HAS EXAMINED AND APPROVED THESE PLANS, IS OBTAINED AS TO THE LOCATION, AND DEPTH, AND COMPLIANCE WITH THE CONTRACT DOCUMENTS.

CONTRACTOR: _____ DATE: _____



CITY OF FULSHEAR
DEPARTMENT OF ENGINEERING
DAVID LEONARDI, P.E., CITY ENGINEER

ENGINEER:

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703



Phone 713.953.5200
Fax 713.953.5026
FRN-F-1366

ENGINEER: *[Signature]*
FOR FORT BEND COUNTY, ENGINEER

DATE: 7/29/14

THESE SIGNATURES ARE VOID IF CONSTRUCTION HAS NOT COMMENCED IN (1) YEAR FROM DATE OF APPROVAL.

APPROVED: *[Signature]*
DATE: 7/29/14

APPROVED FOR CONSTRUCTION
BY: _____ DATE: _____

ONE-CALL OPERATOR SYSTEM
FOR DIALING 811 (or 800-546-8035) TO REPORT UTILITIES
1-800-546-8035

REVISIONS:
 AND THIS IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE LOCAL HEALTH DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE LOCAL HEALTH DEPARTMENT.

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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 ALL DIMENSIONS ARE TO THE INSIDE UNLESS OTHERWISE NOTED.

NO.	DATE	REVISION	BY
1	12/07/00	ISSUED FOR PERMITS	JK
2	12/07/00	ISSUED FOR PERMITS	JK

DATE: 12/07/00
 DRAWN BY: JK
 CHECKED BY: JK
 APPROVED BY: JK
 DATE: 12/07/00

FOR THE CITY ENGINEER
 CITY OF FORT BEND COUNTY
 DEPARTMENT OF PUBLIC WORKS
 MUNICIPAL UTILITY DISTRICT NO. 182

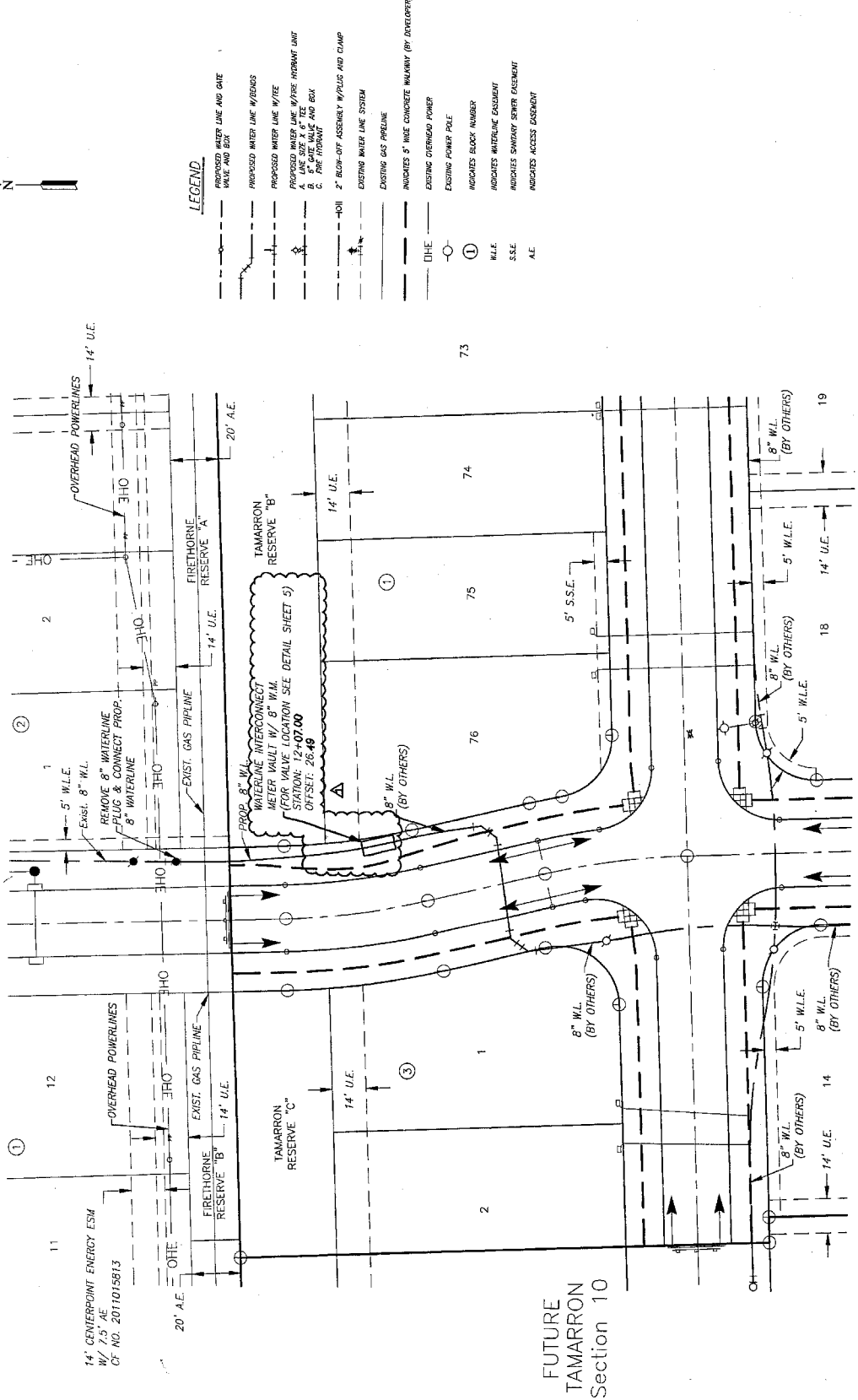
FOR THE ENGINEER
 LJA Engineering, Inc.
 2003 West Loop South
 Suite 600
 Fort Worth, Texas 76102
 Phone: 817-335-3300
 Fax: 817-335-3308
 WWW: www.lja.com

PROJECT NO.: 18211-1323
 DRAWING NO.: 18211-1323-03
 DATE: 12/07/00
 SCALE: 1" = 20'

SHEET NO. 03 OF 05

Existing
 FIRETHORNE WEST
 Section 8

FUTURE
 TAMARRON
 Section 10



TAMARRON
 Section 9
 (BY OTHERS)



DATE: 12/14/00
 DRAWN BY: JK

DATE: 12/14/00
 DRAWN BY: JK

DATE: 12/14/00
 DRAWN BY: JK

BENCHMARKS:
 1. ALL ELEVATIONS AND CHANGES SHALL BE IN FEET FROM THE CHANGING POINT OF THE BENCH MARK. THE BENCH MARK SHALL BE LOCATED AT THE WEST END OF THE INTERCONNECT. THE BENCH MARK SHALL BE THE CENTERLINE OF THE ROAD, 100 FT. TO THE WEST END OF THE INTERCONNECT. THE BENCH MARK SHALL BE THE CENTERLINE OF THE ROAD, 100 FT. TO THE WEST END OF THE INTERCONNECT.

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RECORD DRAWING
 REFLECTS THE CHANGES SUBMITTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

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DATE: 9/24/14
 APPROVED: [Signature]
 TITLE: DEPARTMENT COORDINATOR

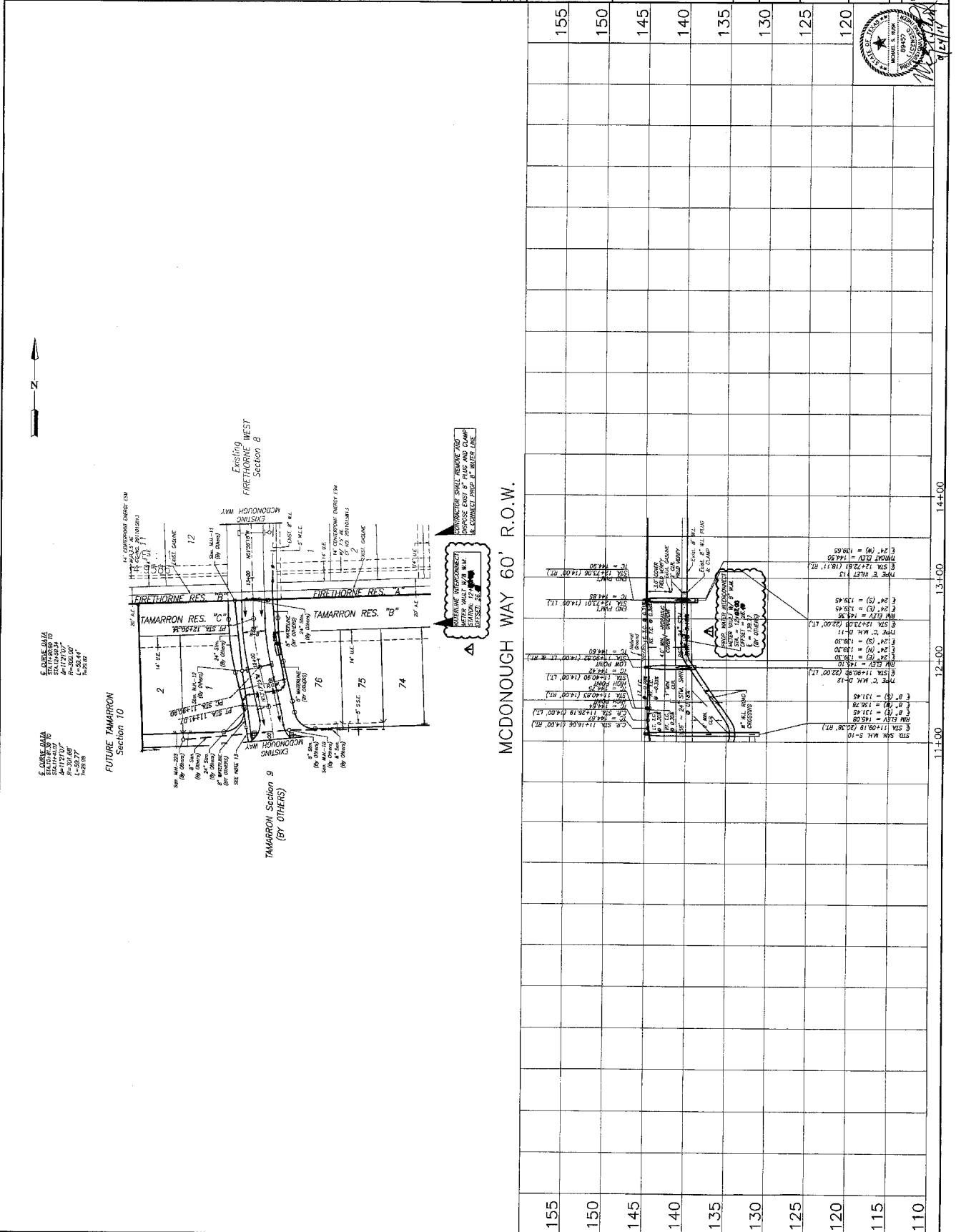
DATE: 9/24/14
 APPROVED: [Signature]
 TITLE: DEPARTMENT COORDINATOR

CITY OF FULSHEAR TEXAS
 DEPARTMENT OF PUBLIC WORKS
 DAVID LEVENEKER, P.E. CITY ENGINEER

FORT BEND COUNTY
 MUNICIPAL UTILITY DISTRICT NO. 182
 EMERGENCY WATER INTERCONNECT

MCDONOUGH WAY STA. 11+00 TO END

LJA Engineering, Inc.
 2502 Bering Drive
 Houston, Texas 77056
 LJA PROJECT NO. 1931-1323
 DRAWN: C.E.L., E.D.S.H. DATE: July, 2014
 SCALE: 1" = 5' HOR. 1" = 5' VERT.



155	155	14+00
150	150	13+00
145	145	12+00
140	140	11+00
135	135	
130	130	
125	125	
120	120	
115	115	
110	110	

Project No. 1931-1323

PERFORMANCE BOND

PERFORMANCE BOND

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE

PRESENTS:

THE COUNTY OF Fort Bend

§

THAT WE, Bay Utilities, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto The Hanover Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to D.R. Horton - Texas, Ltd. on behalf of Fort Bend County Municipal Utility District No. 182 "Owner", in the sum of forty-nine thousand, seven hundred and 00/100th Dollars (\$49,700.00) for the payment of which sum, well and truly to be made to Owner and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with Owner for construction of the Emergency Water Interconnect to Serve Fort Bend County Municipal Utility District No. 182 & Fort Bend County Municipal Utility District No. 151, City of Fulshear, Fort Bend County, Texas all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the Owner, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more fully set forth herein. The Surety understands and agrees that the provision in the Contract that Owner shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit, and Owner shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree. It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense (including attorneys fees), or damage arising out of or in connection with the work done by the Contractor under the Contract.

This bond and all obligations created hereunder shall be performable in Fort Bend County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as

amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)
Attested By: [Signature]
Name: David Long
Title: Secretary

Bay Utilities, LLC
(Name of Contractor)
By: [Signature]
Name: **David Long**
Title: **Managing Member**
Date:

ATTEST/WITNESS (SEAL)
Attested By: [Signature]
Name: Misty Amaya
Title: Surety Assistant
Date:

The Hanover Insurance Company
(Full Name of Surety)
By: [Signature]
Name: David R. Groppell
Title: Attorney-in-Fact
Date:

(Address of Surety for Notice)
10375 Richmond Ave., Suite 1050
Houston, Texas 77042

Local Recording Agent Personal Identification Number: 1041867

The name and address of the Resident Agent of Surety is: David R. Groppell c/o Elsey & Associates A Marsh & McLennan Agency, LLC Company, 21755 IH-45 North, Bldg 8, Spring, Texas 77388

4850-2590-8498, v. 1