ADICO CONSULTING ENGINEERS

Monday, May 6, 2024

Mayor Wil Kennedy City Council City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, TX 77553

Re: Sterling Lakes North Section 1 – Water and Sanitary Facilities Recommendation for Approval into One-Year Maintenance Period City of Iowa Colony Project No. 1617 (WSD), 2277 (Paving) Adico, LLC Project No. 16007-4-408 (WSD), 16007-4-432 (Paving)

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 1 – Water and Sanitary Facilities. The final inspection was completed on December 5, 2023, with all outstanding punch list items addressed on January 2, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 1 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 13, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

- 1. Engineer of Record Certification Letter
- 2. Maintenance Bond
- 3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC Dimn V. Ho, F.E. TBPE Firm No. 16423

Cc: Kayleen Rosser Robert Hemminger File: 16007-4-408, 432



April 3, 2024

Re: Engineer's Certification of Completion Sterling Lakes North Sec 1

Ladies and Gentlemen:

In accordance with the City of Iowa Colony acceptance process, I, <u>Jordan C. Konesheck, P.E.</u>, as Engineer, on behalf of <u>LGI Homes – Texas</u>, <u>LLC</u> (Developer), certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of the City of Iowa Colony. I further certify that the required improvements are substantially complete and currently functioning (or capable of functioning.)

I have provided (or will provide as noted) the following required items and respectfully request Acceptance of the subject subdivision.

- 1. Digital Copy (CD) and hard copy of As-Built drawings
- 2. Engineer's Certification of Completion
- 3. Fifty Percent (50%) Maintenance

Sincerely, Pape-Dawson Engineers, Inc.

rda C. Koneskeck

Jordan C. Konesheck, P.E. Senior Project Manager

K:\Projects\406\71\10\2-0 Design\2-5 Deliverables\240403 - Acceptance Package to City\Engineer of Record Letter

TBPE Firm Registration #470 | TBPLS Firm Registration #10193974 Houston | San Antonio | Austin | Fort Worth | Dallas Transportation | Water Resources | Land Development | Surveying | Environmental

10350 Richmond Ave., Suite 200, Houston, TX 77042 T: 713.428.2400 www.Pape-Dawson.com

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CITY OF IOWA COLONY MAINTENANCE BOND

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2 C	The following	terms shall he	ave the follo	wing meanings	in this document:
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- a. Bond Number: 0842170
- b. Principal: LGI Homes Texas, LLC
- c. Surety:

Name: Harco National Insurance Company

State Where Surety is Incorporated: Illinois

d. Obligee(s): ______; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date:_____ Parties: Principal and _____ Subdivision involved:_____Sterling Lakes North Sec 1

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Line, Sanitary Sewer, Drainage, and Paving Improvements

This description of the subject matter is intended only to identify the Contract and shall **not** be construed to restrict the scope of the Contract.

- f. Bond Amount: \$4,774,594.25
- g. Maintenance Period:

Starting Date of Maintenance Period:

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: one year after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: January 8, 2024

SURETY: Harco National Insurance Company Signature

Grace J Gray

Print or Type Signer's Name

Attorney-In-Fact

Signer's Title

PRINCIPAL: LGLHomes - Texas, LLC
By:
Signature

Charles Merdian Chief Financial Officer Print or Type Signer's Name

Chief Financial Officer

Signer's Title

ATTACH POWER OF ATTORNEY

Bond

0842170

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New

Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senlor Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook



Kenneth Chapman Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

hucke b.

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 08, 2024

Irene Martins, Assistant Secretary

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FLOOD INSURANCE RATE MAP BRAZORIA COUNTY FIRM COMMUNITY MAP 48039C0105H PANEL 105 OF 850 DATED JUNE 5, 1989. BASE FLOOD ELEVATION = 53.0

BENCH MARK REFERENCE

uced from material that was stored and/or transmitted electronically and may have been inadvertently altered. Rely only on Final Hardcopy materials bearing the consultant's original signature and si

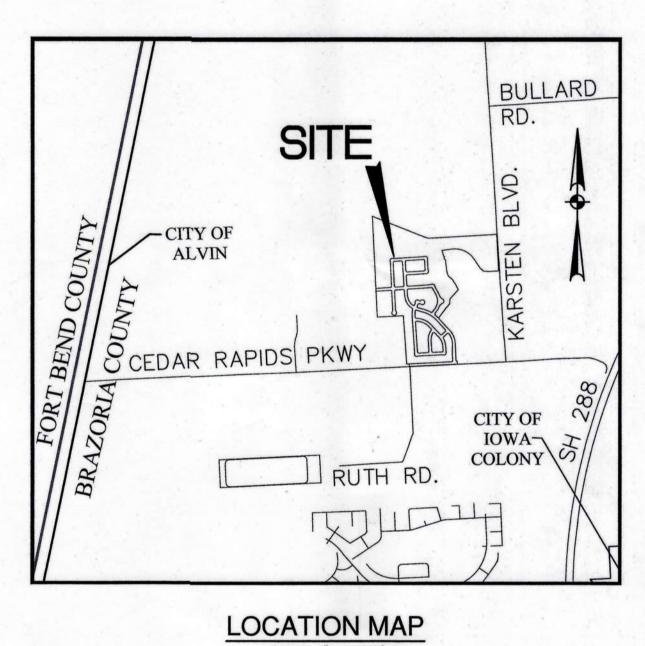
THESE PLANS AND THE SURVEYS UPON WHICH THEY ARE BASED ARE TIED INTO THE NATIONAL GEODETIC SURVEY BENCHMARKS. THE BENCHMARKS USED FOR THE TIES ARE NOTED ON THE PLANS.

WHERE NEW CONSTRUCTION WILL DAMAGE, DESTROY, OR ALTER AN EXISTING SURVEY MARKER. CONTRACTOR TO INSTALL A SURVEY MARKER RESURVEYED TO CITY SPECIFICATIONS. AT NO ADDITIONAL COST TO THE OWNER.

STERLING LAKES NORTH SEC 1 CITY OF IOWA COLONY, TEXAS

WATER, SANITARY SEWER, DRAINAGE, AND PAVING FACILITIES

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5; CITY OF IOWA COLONY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31; BRAZORIA COUNTY, TEXAS



SCALE: 1" = 2000' MAP REF: KEY MAP 691H BCAD MAP: 289 ZIP CODE: 77583

PREPARED FOR:

LGI HOMES - TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY **JACK LIPAR - EXECUTIVE VICE PRESIDENT** 1450 LAKE ROBBINS DRIVE, SUITE 430 THE WOODLANDS, TEXAS 77380 TEL. 281.362.8998 MAY 2022



OUSTON I SAN ANTONIO I AUSTIN I FORT WORTH I DALLAS 10350 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10193974

EXAS ONE CALL PARTICIPANTS REQUEST HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP CALL Texas One Call System 1-800-245-4545

