

Thursday, April 2, 2026

Mayor Wil Kennedy  
City Council  
City of Iowa Colony  
3144 Meridiana Pkwy.  
Iowa Colony, TX 77583

Re: Creekhaven Section 5 – Water, Sanitary, Drainage and Paving Facilities  
Brazoria County Municipal Utility District No. 92  
Recommendation for Acceptance into One Year Maintenance Period  
City of Iowa Colony Project No. 7243  
Adico, LLC Project No. 710-25-004-065

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection for Creekhaven Section 5 - Water, Sanitary, Drainage and Paving Facilities. The final inspection was held March 23, 2026, with all punch list items completed on or about March 27, 2026.

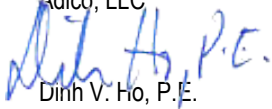
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Creekhaven Section 5 - Water, Sanitary, Drainage and Paving Facilities into the One Year Maintenance Period. The maintenance period shall be effective April 20, 2026, if approved by city council.

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

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser  
File: 710-25-004-065

CITY OF IOWA COLONY Certification of Infrastructure

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CERTIFICATION OF INFRASTRUCTURE FOR:

Creekhaven Section 5

\_\_\_\_\_  
(Project Name)

David Doran

I, \_\_\_\_\_,

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

***Engineer's Seal***

\_\_\_\_\_  
*Engineer's Signature*

Elevation Land Solutions

\_\_\_\_\_  
*Licensed Engineering Firm Name*

18811 Megan Way, Suite 1A

\_\_\_\_\_  
*Address*

New Caney, Texas 77357

\_\_\_\_\_  
*City, State and Zip Code*

(832) 823-2243

\_\_\_\_\_  
*Phone No.*

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: 101803167

b. Principal: Rodriguez Construction Group, LLC

c. Surety:

Name: Merchants Bonding Company (Mutual)

State Where Surety is Incorporated: Iowa

d. Oblige(e)s: Brazoria County Municipal Utility District No. 92 & Spur Creekhaven Development, L.P.; 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 Oblige(e), so leave this line blank.)

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

e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Merchants Bonding Company (Mutual)

Subdivision involved: Creekhaven Section 5

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

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: \$2,628,797.25

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: March 26, 2026

SURETY:  
Merchants Bonding Company (Mutual)

By: *Janeal*  
Signature

Jillian O'Neal  
Print or Type Signer's Name

Attorney-in-Fact  
Signer's Title

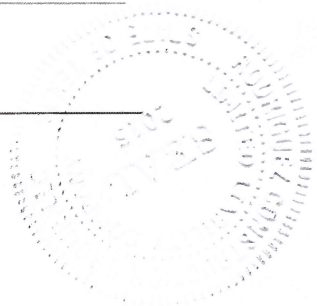


PRINCIPAL:  
Rodriguez Construction Group, LLC

By: *RJR*  
Signature

Roy Rodriguez  
Print or Type Signer's Name

President  
Signer's Title



**ATTACH POWER OF ATTORNEY**

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Jillian O'Neal**

Surety Bond #: 101803167  
Principal: Rodriguez Construction Group, LLC  
Obligee: City of Iowa Colony

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 By-Laws adopted by the Board of Directors of the Companies.

"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."

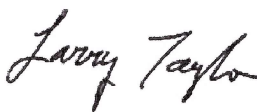
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 26th day of March, 2026.

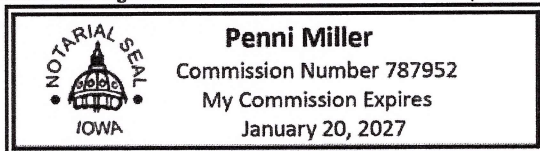


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

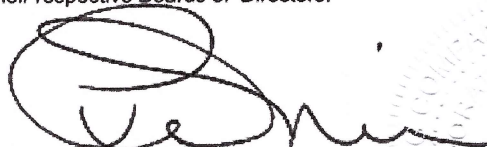
By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 26th day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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)

  
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 26th day of March, 2026.



  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 • FAX: (515) 243-3854

**NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS**

**Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Bowen, Miclette, & Britt Insurance Agency, L.L.C.

Call: (713) 880-7100

Mail: 2800 N Loop W Suite 1100, Houston, TX 77092

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

**¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

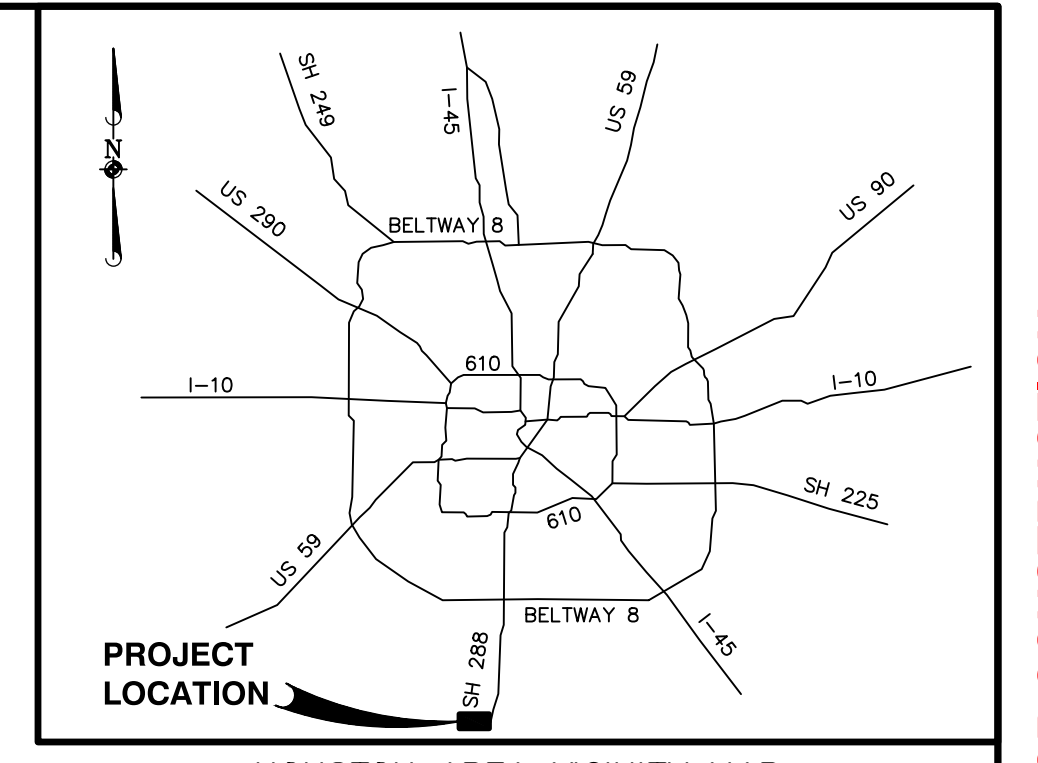
Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

OWNER: SPUR CREEKHAVEN DEVELOPMENT, L.P. 2450 FONDREN RD. SUITE 210 HOUSTON, TX 77063

# CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR CREEKHAVEN SECTION 5

## BRAZORIA COUNTY MUD NO.92 BRAZORIA COUNTY, TX PROJECT NO. 610.118.018.00

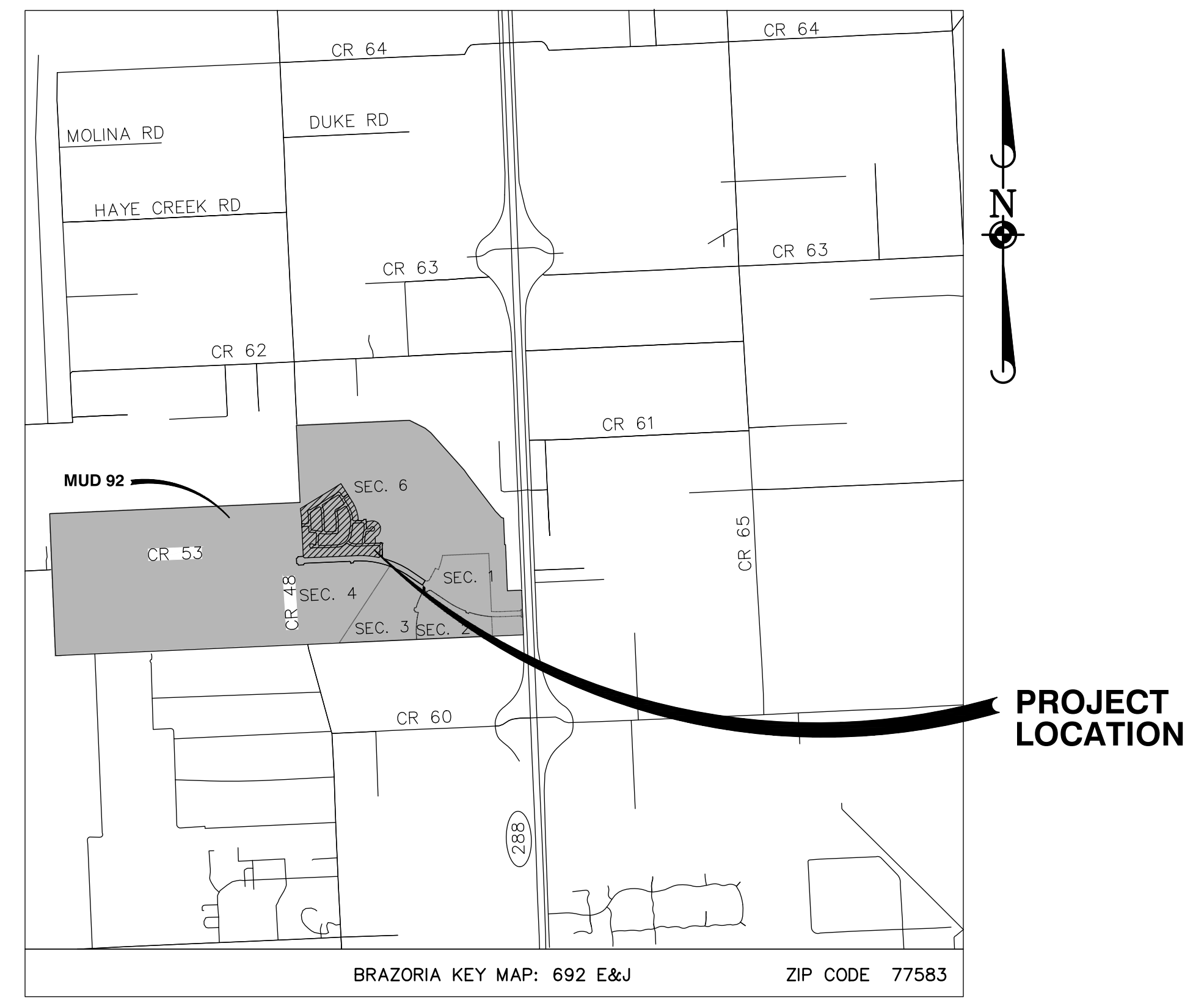


HOUSTON AREA VICINITY MAP  
N.T.S.

**AS-BUILTS**  
Rodriguez Construction Group LLC  
*R. Rodriguez*

### SHEET INDEX

SHEET NO.	SHEET TITLE
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	DRAINAGE SERVICE AREA SUMMARY
4	PROJECT OVERALL
5	WATER & SANITARY OVERALL (1 OF 3) <span style="color:red">▲</span>
6	WATER & SANITARY OVERALL (2 OF 3)
7	WATER & SANITARY OVERALL (3 OF 3)
8	DRAINAGE OVERALL (1 OF 3) <span style="color:red">▲</span>
9	DRAINAGE OVERALL (2 OF 3)
10	DRAINAGE OVERALL (3 OF 3)
11	DRAINAGE CALCULATIONS
12	GRADING OVERALL (1 OF 3) <span style="color:red">▲▲</span>
13	GRADING OVERALL (2 OF 3) <span style="color:red">▲</span>
14	GRADING OVERALL (3 OF 3) <span style="color:red">▲▲</span>
15	CUT & FILL OVERALL <span style="color:red">▲</span>
16	STORMWATER POLLUTION PREVENTION PLAN
17	TRAFFIC SIGNAGE & PAVEMENT MARKINGS OVERALL
18	EVERGREEN WINDS DRIVE & GRAND HARVEST WAY <span style="color:red">▲</span>
19	UPLAND SHORES DRIVE
20	WINDY SUMMIT DRIVE
21	MAYFIELD COURT
22	MOSSY CREEK LANE
23	TIMBER HOLLOW DRIVE (0+00 TO 9+00)
24	TIMBER HOLLOW DRIVE (9+00 TO 15+50)
25	TIMBER HOLLOW DRIVE (15+50 TO 20+50) & THUNDER ROCK DRIVE
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27	WILLOWCREST LAKES DRIVE
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31	TWILIGHT EMBER DRIVE
32	OUTFALL A & B
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45	PAVING DETAILS (2 OF 4)
46	PAVING DETAILS (3 OF 4)
47	PAVING DETAILS (4 OF 4)
48	SLOPE PAVING DETAIL
49	TRAFFIC CONTROL PLAN & SAFETY END TREATMENT DETAIL



LOCATION MAP  
1"=1/4 mile

PROJECT LOCATION

**BENCHMARKS:**  
SOURCE BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGS075, P.D. NO. AW5683 HAVING PUBLISHED INFORMATION AS FOLLOWS: ELEVATION 48.1 FEET, NAVD88

TEMPORARY BENCHMARKS:  
TEMPORARY BENCHMARK A BEING A SET 5/8-INCH IRON ROD WITH CAP HAVING THE FOLLOWING INFORMATION BASED ON HORIZONTAL DATUM NAD83 AND VERTICAL DATUM NAVD88: NORTHING: 13,707,228.98 FEET (NAD 83), EASTING: 3,103,671.91 FEET (NAD 83), ELEVATION: 51.17 FEET (NAVD 88)

TEMPORARY BENCHMARK B BEING A SET 5/8-INCH IRON ROD WITH CAP HAVING THE FOLLOWING INFORMATION BASED ON HORIZONTAL DATUM NAD83 AND VERTICAL DATUM NAVD88: NORTHING: 13,705,673.98 FEET (NAD 83), EASTING: 3,105,941.78 FEET (NAD 83), ELEVATION: 50.61 FEET (NAVD 88)

**FLOODPLAIN INFORMATION:**  
ACCORDING TO MAP NOS. 48935C0120K AND 48935C0115K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, TEXAS, REVISED DECEMBER 30, 2020, THE SUBJECT TRACT IS SITUATED PARTIALLY WITHIN UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND LOCATED PARTIALLY WITHIN SHADED ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD WITH A BASE FLOOD ELEVATION DETERMINED AS 50.0 FEET. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.
11/10/2025	RELOCATED SANITARY MANHOLE FROM UNIMPROVED LOT GRADING ELEVATION LABELS TO CORRECT POINTS	PRK
12/31/2025	RAISED LOT ELEVATIONS THROUGHOUT TO BETTER BALANCE DIRT	PRK

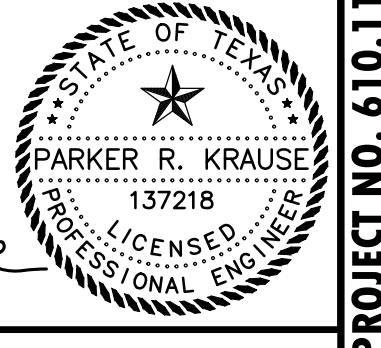
### TITLE SHEET & SHEET INDEX

PARKER R. KRAUSE  
9709 LAKESIDE BLVD. SUITE 200  
THE WOODLANDS, TX 77381  
(832) 823-2200

10/10/2025

*Parker Krause*

TBPE NO. F-22671



**RECORD DRAWING**  
03/27/2026

THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

**ISSUED FOR CONSTRUCTION**  
Issue Date - 10/27/2025

ONE-CALL NOTIFICATION SYSTEM  
**CALL BEFORE YOU DIG!!!**  
(713) 223-4567 (In Houston)  
(New Statewide Number Outside Houston)  
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH V. HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) 48 HOURS BEFORE COMMENCING WORK.



ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

PM: JC DFT: WA  
DSN: JBW DATE: JUNE 2025

E:\Projects\610.118.018.00\Drawings\1 - TITLE SHEET & GENERAL NOTES.dwg 10/27/2025 1:08 PM WAP/PLE/CAE

ISSUED FOR CONSTRUCTION - 10/27/2025