



PO Box 1111 Cypress, Texas 77410
Office: 281-585-4100 Fax: 281-585-5707

KNOW ALL MEN BY THESE PRESENTS, That SKE Construction, LLC entered into a written agreement with the City of Deer Park, Texas, on the 9th day of July, 2024, which agreement and contract documents therein mentioned are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion of the agreement and final acceptance by the Authority, it being understood that the purpose of this section is to cover only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and the City of Deer Park, shall have and recover from the Contractor damages in the premises, as provided for in said contract documents

IN WITNESS WHEREOF, this instrument is executed and sealed this, the 23rd day of September, 2024

Principal Contractor: **SKE Construction, LLC**

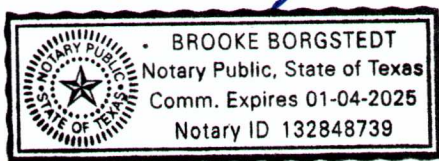
Owner: **City of Deer Park**

By: Shelly A. Eberhart
Name: Shelly A Eberhart
Title: President/CEO
Dated: 9/23/24

By: _____
Name: _____
Title: _____
Dated: _____

Witness: Brooke Borgstedt

Witness: _____



Waiver of Lien

Project City of Deer Park - Public Library Parking Lot Project

Job No. 0000

On receipt by the signer of this document of a check from City of Deer Park in the sum of \$131,920.92 (Pay App 1 \$118,728.83 & retainage \$13,192.09) payable to SKE Construction, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Deer Park located at 710 E San Augustine to the following extent: City of Deer Park - Public Library Parking Lot Project.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to SKE Construction, LLC (Person whom Signer Contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on these statements, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Dated: 9/23/24

For: SKE Construction, LLC

By Shelly A. Eberhart

Title: President/CEO

AFFIDAVIT OF BILLS PAID

**THE STATE OF TEXAS
COUNTY OF HARRIS**

Shelly A. Eberhart Being first duly sworn, states that she is
President/CEO of SKE Construction, LLC
Of Harris County of Texas, hereinafter called "Company", and the said
Company has performed work and/or furnished materials and labor to
City of Deer Park hereinafter called "Owner" pursuant to a contract, dated July 9,
2014 with Owner (hereinafter called "Contract") for the construction of:
PROJECT: Public Library Parking Lot

PROJECT NO: 4010-24

That all just and lawful invoices against the Company for labor, materials and expendable
equipment employed in the performance of the Contract and have been paid in full (with
the exception of the attached invoice) prior to acceptance of payments from the Owner,
and that the company agrees to indemnify and hold the owner and engineers harmless
from all liability arising from claims by subcontractors, material men and suppliers under
contract, and that no claims have been made or filed upon the payment bond, that the
company has not received any claims or notice of claims from the subcontractor, material
men and suppliers.

Shelly A. Eberhart
By _____
President/CEO
Title _____

**THE STATE OF TEXAS
COUNTY OF HARRIS**

BEFORE ME, The undersigned authority, on this day personally appeared
Shelly A. Eberhart of SKE Construction, LLC, and known to me to
be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that the executed the same as the act and deed of such limited
partnership for the purpose of consideration therein expressed and in the capacity therein
stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 23rd DAY OF
September 2024
My commission expires: 01-04-2025

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

