

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368

Minutes of Meeting Thursday, January 3, 2019

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 368 (the "District") met in regular session, open to the public, at 6:30 p.m. on Thursday, January 3, 2019, at the District meeting place located inside the District, whereupon the roll was called of the members of the Board to-wit:

Roy P. Lackey	President
Tiffani C. Bishop	Vice President/Investment Officer
Sharon L. Cook	Secretary
Eric Daniel	Treasurer
Allison V. Dunn	Assistant Secretary

All members of the Board were present except Director Bishop, thus constituting a quorum. Consultants in attendance were: Mike Plunkett and Erika Martinez of Eagle Water Management, Inc. ("Operator"); Kameron Pugh, E.I.T., of IDS Engineering Group ("IDS" or "Engineer"); Kay Townley of Municipal Accounts & Consulting, L.P. ("MAC" or "Bookkeeper"); and Carter Dean, attorney, and Mirna Croon, paralegal, of Johnson Petrov LLP ("JP" or "Attorney").

The President called the meeting to order at 6:35 p.m. and in accordance with the notice posted pursuant to law, the following business was transacted:

- I. **Public Comment.** There was no public comment.
- II. **General Business.**
 - A. **District's Website.** There were no matters to report.
 - B. **Pay Bills and Estimates.** No action was taken.
 - C. **Internet Provider Agreement.** No action was taken.
 - D. **Law Enforcement Agreement with Harris County Constable Office ("Law Enforcement Agreement").** Upon motion by Director Cook, seconded by Director Lackey, after full discussion and with all Directors present voting aye, the Board approved the Law Enforcement Agreement, a copy of which is attached hereto as Exhibit "A".
- III. **Operator's Report.** The President recognized Mr. Plunkett who presented to and reviewed with the Board the Operator's Report, a copy of which is attached hereto as Exhibit "B". Mr. Plunkett noted that the District had 99.2% accountability for the period from November 15, 2018 through December 13, 2018. He also noted that 88.91% of the District's

water came from the surface water source with the remainder from the District's groundwater wells.

Mr. Plunkett stated that the Discharge Monitoring Report contains an excursion during the month of November for an ammonium nitrogen violation at the North Wastewater Treatment Plant. The issue at the North WWTP has been addressed; there were no excursions in December, 2018.

Next, Mr. Plunkett updated the Board regarding correspondence from the Texas Commission on Environmental Quality (the "Commission") related to the inspection of Water Plant No. 1. Mr. Plunkett stated that the Commission is requesting the approval use letter for Water Well No. 6 ("WW 6"), which was built in 2008. All other corrective actions noted by the Commission have been resolved. Mr. Pugh stated that IDS will send the required WW 6 documentation to the Commission.

Mr. Plunkett then stated that one of the storm water pumps at Sanitary Lift Station No. 2 needs to be repaired. The contractor, EFS, is trying to obtain a rental water pump; however, thus far the Contractor has been unable to locate a rental pump locally. Director Lackey recommended that EFS obtain a rental pump outside of the City, if needed.

Next, Mr. Plunkett presented a Resolution Approving Submittal of Water Smart Application to the Water Smart Committee at the Association of Water Board Directors (the "Resolution"), a copy of which is attached hereto as Exhibit "C".

Mr. Plunkett then reviewed with the Board the Termination List, a copy of which is attached to the Operator's Report, and affirmed that all Customers on the list were at least sixty (60) days past due and had been notified in writing of their right to attend this meeting to address the Board or termination of water service would occur at any time after this meeting.

Upon motion by Director Daniel, seconded by Director Lackey, after full discussion and with all Directors present voting aye, the Board (i) authorized termination of service to customers listed on the Termination List, in accordance with provisions of the District's Rate Order; and (ii) approved the Resolution; and (iii) approved the Operator's Report as presented.

IV. **Engineer's Report.** Mr. Pugh presented to and reviewed with the Board the Engineer's Report, a copy of which is attached hereto as Exhibit "D".

- A. Northern Point Drainage. Mr. Pugh reported that the swales are complete. The Contractor is working on the final site restoration items. IDS is working with the Contractor to schedule a final walkthrough inspection.
- B. Facility Improvement and Maintenance Plan. Mr. Pugh stated that IDS is preparing the bond application for the improvement projects.
- C. Hufsmith-Kohrville Improvements. There were no new matters to report.

- D. Operations Committee Meeting. The Operations Committee meeting has been scheduled for January 22, 2019.
- E. Water Quality Monitoring for Water Wells Nos. 2, 3, 4, 5, and 6. Mr. Pugh reported that the December 2018 laboratory test results for benzene, toluene, ethyl benzene, or xylene (BTEX) in Water Wells Nos. 2, 3, 4, 5, and 6 are non-detect.
- F. Water Plant ("WP") Ground Storage Tank Rehabilitation. All punch-list items have been addressed. IDS will prepare the Certificate of Substantial Completion and release payment to the Contractor.
- G. Phase 4 Sanitary Sewer Rehab. The Contractor has finished cleaning and televising the lines and has provided videos and a report including any recommendations for rehabilitation.
- H. Sandy Stream Sewer Capacity Evaluation: Upsize required for Dungrove tract. There were no new matters to report.
- I. Lift Station ("LS") Panel Replacements. Mr. Pugh reported that the electrical engineering consultant is preparing a proposal to perform engineering services for the control panels. IDS is working to ensure all the District's requirements for the panels are included in the design.
- J. Wastewater Treatment Plant ("WWTP") Rehabilitation. The on-site lift station rehabilitation work is complete. IDS will conduct an inspection of the wet well coatings prior to the end of the one-year warranty period to address any potential deficiencies in the coating.
- The WWTP Rehabilitation project is included in the proposed bond application. IDS is preparing a proposal to perform engineering services for this project.
- K. NorthPointe Center – Phase 2 (Santikos). The plans have been approved and the development is under construction.
- L. 136-Acre Finger Tract. A developer has contacted IDS regarding a feasibility study for the development. The proposed development should consist of a 400-unit multi-family development, a hotel, and other commercial development. The developer is prepared to send the \$7,500 feasibility deposit.
- M. Northpointe Business Park. The developer's engineer has submitted plans and the water meter easement. IDS is reviewing the plans and will prepare a review letter with comments.
- N. Hufsmith Heights tract. There are no matters to report.
- O. Little Woodrows. The developer's engineer is preparing plans for a Little Woodrow's west of Coons Road and South of Timber Tech Road, near HMT

properties. The developer has purchased the land and is working with Harris County on the development design for detention facilities.

- P. 12.5-Acre Dungrove tract. Rausch-Coleman determined not to develop the tract based on the financial feasibility study.
- Q. 12.9-Acre Tract East of Hufsmith-Kohrville. The developer is working on a feasibility study for this tract. The intended use is single-family residential.
- R. 42-Acre Favro Family Tract (West of Hufsmith-Kohrville). IDS is preparing a feasibility study for the development. The development includes 63 single-family residential lots, 11 private estate lots, a community center including a club and recreational land and facilities, and a parking lot.

Next, upon motion by Director Cook, seconded by Director Daniel, after full discussion and with all Directors present voting aye, the Board approved the Engineer's Report.

V. **Attorney's Report.**

- A. Acceptance of Water Meter Easement – Northpointe Business Park. Upon motion by Director Cook, seconded by Director Lackey, after full discussion and with all Directors present voting aye, the Board authorized execution of the Water Meter Easement, a copy of which is attached hereto as Exhibit "E".
- B. Minutes of December 6, 2018 Board meeting. Upon motion by Director Dunn, seconded by Director Cook, after full discussion and with all Directors present voting aye, the Board approved the minutes of the December 6, 2018 Board meeting as amended.

VI. **Adjournment.** With no additional matters before the Board, the Board adjourned the meeting at 7:20 p.m.

[EXECUTION PAGE FOLLOWS]

Passed and approved this 17th day of January, 2019.



Secretary, Board of Directors

Exhibits:

- "A" Law Enforcement Agreement
- "B" Operator Report
- "C" Water Smart Resolution
- "D" Engineers Report
- "E" Water Meter Easement

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368**

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368** (the "District") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the "Constable") to provide law enforcement services within District's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**I.
TERM**

1.1 The services to be performed under this Agreement shall begin on March 1, 2019, and end on February 29, 2020, unless terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The County agrees to authorize the Constable to provide 1 lieutenant(s) and 6 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Constable's deputies are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when deputies are not available. Vacation and sick leave are earned through County

service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Constable shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign deputies to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the deputies and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$137,109.00 for 1 lieutenant(s), \$592,836.00 for 6 deputy(ies) for a total sum of SEVEN HUNDRED TWENTY NINE THOUSAND, NINE HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$729,945.00) to be used by the County for the purpose of paying one hundred percent (100%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2019	\$60,829.00
March 20, 2019	\$60,829.00
April 20, 2019	\$60,829.00
May 20, 2019	\$60,829.00
June 20, 2019	\$60,829.00
July 20, 2019	\$60,829.00
August 20, 2019	\$60,829.00
September 20, 2019	\$60,829.00
October 20, 2019	\$60,829.00
November 20, 2019	\$60,829.00
December 20, 2019	\$60,829.00
January 20, 2020	\$60,826.00

The monthly installments are due and payable before 10:00 A.M. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, Texas 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2019, the first payment is due on the latter of February 20, 2019 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV. DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the deputies under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after March 1, 2019, the Constable cannot or will not provide 1 lieutenant(s) and 6 deputy(ies) to devote one hundred percent (100%) of their working time to provide law enforcement services related to the District's geographical area, and provided that the District has prepaid its sum and

further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.
NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County:	Harris County Harris County Administration Building 1001 Preston, Suite 610 Houston, Texas 77002 Attention: Clerk, Commissioners Court
with a copy to:	Constable Mark Herman Harris County Constable 6831 Cypresswood Drive Spring, Texas 77379
To the District:	Harris County Municipal Utility District No. 368 c/o Johnson Petrov, LLP 2929 Allen Parkway, Suite 3150 Houston, Texas 77019

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.


7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney



By _____
DeAnne A. Lin
Assistant County Attorney
C.A. File No. 18GEN2397

HARRIS COUNTY

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:




MARK HERMAN
Harris County Constable Precinct 4

ATTEST:

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 368
(District)

By 
Name: Sharon L. Cook
Secretary

By 
Title: Roy P. Lackey
Date Signed: 1-3-19

APPROVED AS TO FORM:

By 
Attorney

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368
FOR LAW ENFORCEMENT SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$729,945.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368 for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



MUD 368

M36

Last Change: 2007-08-31



RESOLUTION APPROVING SUBMITTAL OF THE WATER SMART
APPLICATION FOR INCLUSION IN THE ASSOCIATION OF
WATER BOARD DIRECTORS
WATER SMART PARTNERS PROGRAM

WHEREAS, the Board of Directors (the "Board") of Harris County MUD 368 (the "District") has reviewed all the requirements for participation in the Association of Water Board Directors Water Smart Partners Program and has taken concrete steps to help their customers learn to value the water they use and to conserve water year-round; and

WHEREAS, the Board has discussed and reviewed the District's application in its entirety and has confirmed the inclusion of all necessary documentation required for submission to the Association of Water Board Directors Water Smart Partners Program; and

WHEREAS, the District has fulfilled all the necessary requirements for inclusion in the Association of Water Board Directors Water Smart Partners Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF -
_____ THAT:

Section 1. The Board does hereby approve the submittal of the 2019 Water Smart Application for the period of 1 January 2018 – 31 December 2018 for participation in the Association of Water Board Directors Water Smart Partners Program.

Section 2. The President or any Vice President is authorized to execute and the Secretary or any Assistant Secretary is authorized to attest this Resolution on behalf of the Board of the District and to do any and all things necessary to carry out the intent hereof.

ADOPTED, APPROVED, AND EFFECTIVE this 3rd day of January 2019



President, Board of Directors

ATTEST:



Secretary, Board of Directors



P.O BOX 11750
SPRING, TEXAS 77391-1750
281-374-8989

OPERATIONS REPORT

For

HARRIS COUNTY MUD #368

**JANUARY 3, 2019
BOARD MEETING**

MONTHLY ACTIVITY REPORT
FOR
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT # 368

COLLECTIONS DATE RANGE: November 21, 2018 thru December 20, 2018

Water Collections:	\$ 76,447.46
Sewer Collections:	<u>161,240.03</u>
NHCRWA Fees:	<u>89,607.53</u>
Security Service Fees	<u>14162.46</u>
Late Letter Fees:	<u>3,672.84</u>
Penalties:	<u>6,530.75</u>
Deposits:	<u>5762.03</u>
Transfer Fees:	<u>775.00</u>
Service Fees:	<u>0.00</u>
Miscellaneous:	<u>4,176.75</u>
Unapplied Payments/Overpayments:	<u>1,924.03</u>

TOTAL COLLECTIONS: **\$364,298.88**

CURRENT BILLING DUE FOR PERIOD ENDING December 13, 2018:

Water:	\$ 68,724.75
Sewer:	<u>161,015.41</u>
NHCRWA Fees:	<u>83,953.24</u>
Security Service Fee:	<u>9,230.00</u>

TOTAL CURRENT BILLING: **\$322,923.40**

PREPARED BY: EAGLE WATER MANAGEMENT, INC.

**HARRIS COUNTY MUD #368
JANUARY 2019 MEETING**

<u>Billing Period: November 15, 2018 thru December 13, 2018</u>	<u>GALLONS</u>	<u>GALLONS</u>
TOTAL WELL GALLONS PUMPED DURING BILLING CYCLE:	3,111,000	
RECEIVED FROM NHCRWA	<u>17,826,000</u>	
<u>TOTAL GALLONS PUMPED:</u>	20,937,000	
<u>WATER LOSSES</u>		<u>LOSS</u>
WASTE TREATMENT PLANT USAGE:		5,000
INTERCONNECT USAGE DELIVERED:		0
LINE FLUSHINGS:		0
FIRE HYDRANT FLUSHINGS:		351,600
UNAUTHORIZED CONSUMPTION: (Theft - estimate)		0
STORAGE TANK DRAINING/FLUSHING: (Overflow)		0
HYDROPNEUMATIC TANK REFILLS:		0
MAIN BREAKS: (Estimate)		0
SERVICE LINE LEAKS:		0
WATER MAIN FILLINGS:		0
FIRE HYDRANT METER RENTAL USAGE:		0
OTHER: WELL FLUSHING		45,000
<u>TOTAL WATER LOSSES FOR BILLING CYCLE:</u>		<u>401,600</u>
<u>TOTAL NET GALLONS PUMPED:</u>	<u>20,535,400</u>	
<u>GALLONS BILLED FOR BILLING CYCLE:</u>	<u>20,377,000</u>	
<u>PUMP TO BILL PERCENTAGE FOR BILLING CYCLE:</u>		<u>99.2%</u>
<u>ADDITIONAL INFORMATION:</u>		
<u>NUMBER OF CONNECTION ACCOUNTS</u>		
RESIDENTIAL	3,831	
COMMERCIAL	35	
APARTMENTS	0	
NON PROFIT	2	
BUILDERS	4	
IRRIGATION/OTHERS	44	
<u>TOTAL NUMBER OF ACCOUNTS:</u>	<u>3,916</u>	

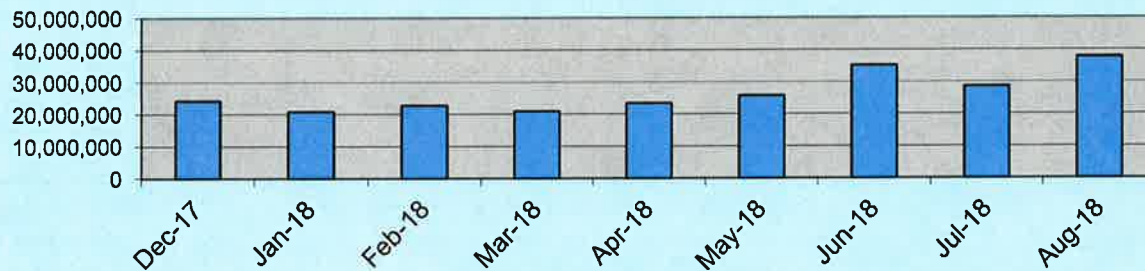
EAGLE WATER MANAGEMENT, INC.

HARRIS COUNTY MUD #368

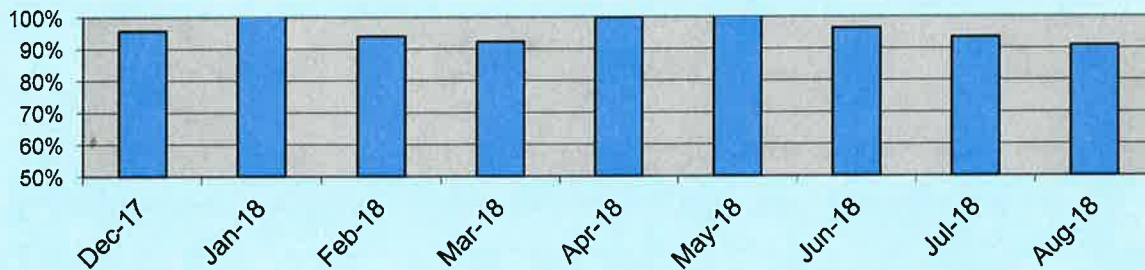
WATER PRODUCTION & ACCOUNTABILITY

MO/YR	PUMPED (MG)	BILLED (MG)	%	Four Month Average
Dec-17	24,133,000	23,080,000	95.6%	95.6%
Jan-18	20,802,000	21,259,000	102.2%	98.9%
Feb-18	22,716,800	21,361,000	94.03%	97.3%
Mar-18	20,842,150	19,226,000	92.25%	96.0%
Apr-18	23,414,000	23,385,000	99.88%	97.1%
May-18	25,684,800	26,005,000	101.25%	96.9%
Jun-18	35,098,050	33,849,000	96.44%	97.5%
Jul-18	28,604,750	26,737,000	93.47%	97.8%
Aug-18	37,714,675	34,283,000	90.90%	95.5%
Sep-18	32,864,205	30,329,000	92.29%	93.3%
Oct-18	23,809,400	22,953,000	96.40%	93.3%
Nov-18	22,439,500	22,507,000	100.30%	95.0%
Dec-18	20,535,400	20,377,000	99.23%	97.1%

WATER PRODUCTION



WATER ACCOUNTABILITY



HARRIS COUNTY MUD #368

WATER PLANT
MONTHLY FACILITY REPORT

MONTH OF DECEMBER 2018

WELL #2 PUMPAGE

CURRENT

LAST MONTH

Average Daily
Maximum Daily
Minimum Daily

62,000 gallons

139,000 gallons

0 gallons

TOTAL

1,908,000 gallons

91,000 gallons

219,000 gallons

0 gallons

2,718,000 gallons

WELL #3 PUMPAGE

CURRENT

LAST MONTH

Average Daily
Maximum Daily
Minimum Daily

1,000 gallons

37,000 gallons

0 gallons

TOTAL

37,000 gallons

4,000 gallons

110,000 gallons

0 gallons

110,000 gallons

WELL #4 PUMPAGE

CURRENT

LAST MONTH

Average Daily
Maximum Daily
Minimum Daily

11,000 gallons

262,000 gallons

0 gallons

TOTAL

343,000 gallons

5,000 gallons

116,000 gallons

0 gallons

158,000 gallons

WELL #5 PUMPAGE

CURRENT

LAST MONTH

Average Daily
Maximum Daily
Minimum Daily

3,000 gallons

83,000 gallons

0 gallons

TOTAL

102,000 gallons

8,000 gallons

95,000 gallons

0 gallons

233,000 gallons

WELL #6 PUMPAGE

CURRENT

LAST MONTH

Average Daily
Maximum Daily
Minimum Daily

1,000 gallons

45,000 gallons

0 gallons

TOTAL

45,000 gallons

0 gallons

0 gallons

0 gallons

0 gallons

TOTAL PUMPAGE FROM WELLS
TOTAL RECEIVED FROM NHCRWA
TOTAL COMBINED PRODUCTION
PERCENTAGE SURFACE WATER

2,435,000 gallons

19,531,000 gallons

21,966,000 gallons

88.91%

3,219,000 gallons

17,713,000 gallons

20,932,000 gallons

84.62%

PERMIT TERM:

SEPT 1, 2018 THRU AUGUST 31, 2019

YEAR TO DATE PUMPAGE THRU 2019 PERMIT TERM:

11,435,000 gallons

YEAR TO DATE RWA WATER THRU 2019 PERMIT TERM:

78,288,000 gallons

PERCENTAGE SURFACE WATER DURING PERMIT TERM

87.26%

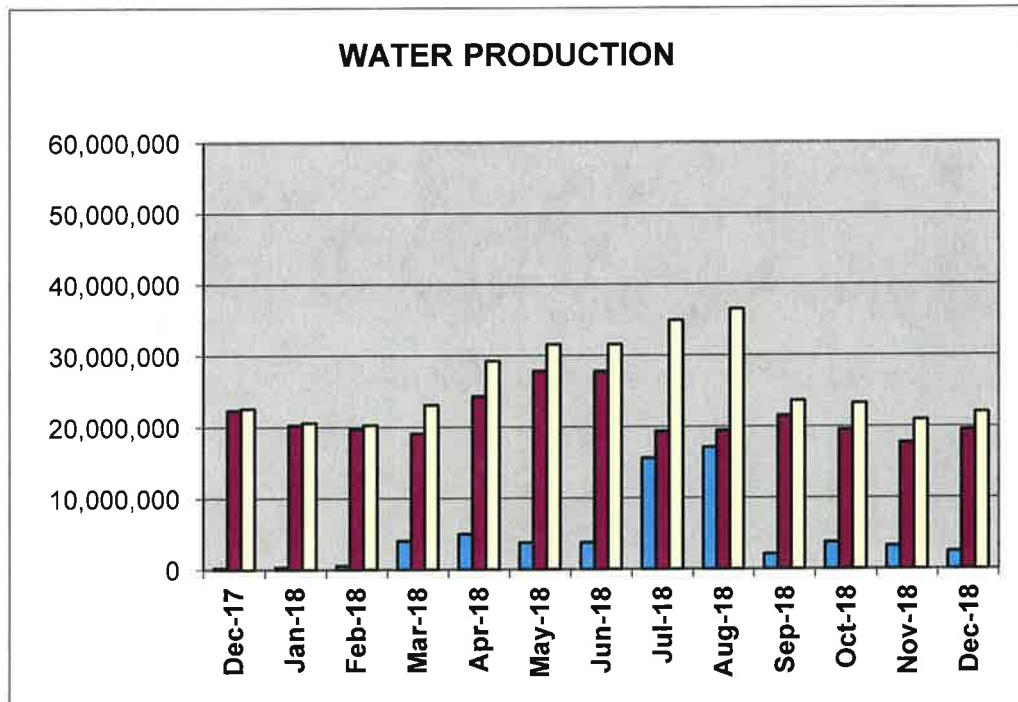
CONDITION OF EQUIPMENT:

FUTURE ANTICIPATED PROJECTS:

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT #368

WATER PRODUCTION REPORT

MONTH/YEAR	PUMPAGE	NHCRWA	TOTAL
Dec-17	217,000	22,346,000	22,563,000
Jan-18	330,000	20,265,000	20,595,000
Feb-18	526,000	19,751,000	20,277,000
Mar-18	3,977,000	19,093,000	23,070,000
Apr-18	4,940,000	24,292,000	29,232,000
May-18	3,721,000	27,850,000	31,571,000
Jun-18	3,749,000	27,803,000	31,552,000
Jul-18	15,569,000	19,351,000	34,920,000
Aug-18	17,093,000	19,418,000	36,511,000
Sep-18	2,067,000	21,527,000	23,594,000
Oct-18	3,714,000	19,517,000	23,231,000
Nov-18	3,219,000	17,713,000	20,932,000
Dec-18	2,435,000	19,531,000	21,966,000



DECEMBER2018

FLOW (GPD)

Average Daily Flow: 750,000 GALLONS

Percent of Rated Capacity: 83%

Minimum Daily Flow: 454,000 GALLONS

Maximum Daily Flow: 1,924,000 GALLONS

TOTAL FLOW: 23,247,000 GALLONS

TPDES PERMIT NO. 12044-001

PERMIT EXPIRATION: 7/16/2023

PERMIT VIOLATIONS: None

SOLIDS HANDLING DATE: 17, 18, 19 gallons 208,701

CONDITION OF EQUIPMENT: _____

FUTURE ANTICIPATED PROJECTS: _____

Replacement of underground valves and clarifier and digester sidewall repairs

HC MUD 368
Sludge Haul History

Month/Year	Gallons processed	Cost/gallon	Cost
Jan-16	223,526	\$0.0425	\$9,499.86
Feb-16	183,609	\$0.0425	\$7,803.38
Mar-16	199,814	\$0.0425	\$8,492.10
Apr-16	196,534	\$0.0425	\$8,352.70
May-16	0		\$0.00
Jun-16	188,831	\$0.0425	\$8,025.32
Jul-16	191,918	\$0.0425	\$8,156.52
Aug-16	251,598	\$0.0425	\$10,692.92
Sep-16			\$0.00
Oct-16	197,070	\$0.0425	\$8,375.48
Nov-16			\$0.00
Dec-16	202,046	\$0.0425	\$8,586.96
2016 Total	1,834,946		\$77,985.21
Jan-17	262,255	\$0.0425	\$11,145.84
Feb-17	0	\$0.0000	\$0.00
Mar-17	281,110	\$0.0425	\$11,947.18
Apr-17	269,777	\$0.0425	\$11,465.52
May-17	0	\$0.0000	\$0.00
Jun-17	372,652	\$0.0425	\$15,837.71
Jul-17	194,619	\$0.0425	\$8,271.31
Aug-17	0		\$0.00
Sep-17	221,601	\$0.0425	\$9,418.04
Oct-17			\$0.00
Nov-17	261,116	\$0.0425	\$11,097.43
Dec-17			\$0.00
2017 Total	1,863,130		\$79,183.03
Jan-18	194,407	\$0.0425	\$8,262.30
Feb-18			\$0.00
Mar-18	189,834	\$0.0425	\$8,067.95
Apr-18	222,061	\$0.0425	\$9,437.59
May-18	284,063	\$0.0425	\$12,072.68
Jun-18			\$0.00
Jul-18	218,999	\$0.0425	\$9,307.46
Aug-18	220,259	\$0.0425	\$9,361.01
Sep-18			\$0.00
Oct-18	207,317	\$0.0425	\$8,810.97
Nov-18			\$0.00
Dec-18	208,701	\$0.0425	\$8,869.79
2018 Total	1,745,641		\$74,189.74

Account Name	2016	2017	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May Total
Graceview Baptist Church	\$1,500	\$2,400	\$200	\$350	\$350	\$350	\$350	\$200	\$350					\$2,150
100			45	38	61	66	68	49	75					
Walgreens	\$1,200	\$2,400	\$200	\$200	\$0	\$200	\$200	\$200	\$200					\$1,200
201			24	22	43	32	33	37	43					
Reach Unlimited (12335 White River)	\$1,500	\$2,550	\$200	\$200	\$200	\$600	\$200	\$200	\$200					\$1,800
300			19	20	29	88	27	18	16					
Houston Garden Center	\$1,200	\$2,400	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
410			3	2	5	0	2	2	2					
Quick N Easy (Chevron)	\$1,200	\$2,400	\$200	\$200	\$200	\$200	\$200	\$200	\$350					\$1,550
500			11	14	16	16	22	21	66					
Landmark Property (Strip Center w/ Subway)	\$2,950	\$6,650	\$600	\$350	\$200	\$350	\$200	\$200	\$350					\$2,250
510			96	66	4	66	1	2	70					
Carvon Cleaners	\$1,800	\$4,000	\$350	\$200	\$350	\$350	\$350	\$350	\$350					\$2,300
521			60	49	55	50	55	59	50					
Tower Plaza (Strip Center by Chevron)	\$1,200	\$2,550	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
600			24	21	19	23	19	25	23					
Regal Cinema Inc.	\$10,000	\$21,700	\$600	\$3,500	\$3,500	\$600	\$200	\$600	\$600					\$9,600
1222			134	206	173	104	31	107	126					
Khorville Elementary	\$3,000	\$5,500	\$350	\$200	\$200	\$600	\$600	\$600	\$600					\$3,150
140480			71	1	7	104	99	111	87					
Parkway Chevrolet	\$6,000	\$6,550	\$350	\$200	\$200	\$200	\$200	\$200	\$200					\$1,550
186910			59	48	47	43	42	38	34					
Kids World Day care	\$1,200	\$2,400	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
187220			21	13	0	44	19	20	18					
Valero	\$1,200	\$2,400	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
201330			29	28	34	30	25	26	29					
Barkway Pet Resort	\$3,500	\$5,650	\$600	\$350	\$600	\$600	\$350	\$600	\$600					\$3,700
202221			111	69	112	94	70	85	93					
Blackshear Elementary	\$11,200	\$26,850	\$3,500	\$200	\$350	\$3,500	\$600	\$3,500	\$600					\$12,250
202561			165	34	70	313	105	349	146					
Texas Roadhouse	\$6,000	\$24,600	\$600	\$600	\$600	\$600	\$600	\$600	\$600					\$4,200
202770			132	121	141	123	119	132	135					
Fred Haas Nissan	\$6,000	\$7,200	\$600	\$600	\$600	\$600	\$600	\$600	\$600					\$4,200
203120			108	106	121	119	112	123	118					
Lacey Food Mart	\$1,200	\$2,400	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
203141			27	23	21	22	10	12	14					
Bahama Bucks	\$1,350	\$2,550	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
207320			34	31	35	24	18	12	10					
HMT	\$1,500	\$2,550	\$200	\$200	\$200	\$200	\$200	\$200	\$200					\$1,400
207810			18	23	19	25	34	28	25					
Adriatic Café	\$1,100	\$4,200	\$600	\$350	\$350	\$350	\$350	\$350	\$350					\$2,700
208151			86	60	71	58	56	62	62					
Parkway Lube Center	\$1,500	\$200	\$200	\$600	\$200	\$3,500	\$600	600						\$5,900
208710			43	0	110	15	680	125	141					
Totals	\$65,800	\$141,400	\$10,550	\$9,100	\$9,700	\$10,700	\$9,900	\$10,400	\$7,950	\$0	\$0	\$0	\$0	\$68,300



1 - Effluent Gross	smpl.	=8	=8	12 - SU	0	Twice Per Month	GK - GRAB
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Code	Name	Value 1	Value 2	Units	Value 1	Value 2	Value 3	Units	of Ex.	Analysis	Type
Season: 0	Req.				>=6 MINIMUM		<=9 MAXIMUM	12 - SU		02/30 - Twice Per Month	GR - GRAB
NODI: -	NODI										
00530 Solids, total suspended	Smpl.	=10.4		26 - lb/d		=1.9	=3.3	19 - mg/L	0	01/07 - Weekly	CP - COMPOS
1 - Effluent Gross											
Season: 0	Req.	<=113 DAILY AV		26 - lb/d		<=15 DAILY AV	<=40 DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
NODI: -	NODI										
X Nitrogen, ammonia total [as 00610 N]	Smpl.	=22.6		26 - lb/d		=3.8	=15.2	19 - mg/L	3	01/07 - Weekly	CP - COMPOS
1 - Effluent Gross											
Season: 0	Req.	<=22 DAILY AV		26 - lb/d		<=3 DAILY AV	<=10 DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
NODI: -	NODI										
01092 Zinc, total [as Zn]	Smpl.	=0.48		26 - lb/d		=0.0986	=0.117	19 - mg/L	0	01/07 - Weekly	CP - COMPOS
1 - Effluent Gross											
Season: 0	Req.	Req Mon DAILY AV		26 - lb/d		Req Mon DAILY AV	Req Mon DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
NODI: -	NODI										
01105 Aluminum, total [as Al]	Smpl.	=0.07		26 - lb/d		=0.0129	=0.0218	19 - mg/L	0	01/07 - Weekly	CP - COMPOS
1 - Effluent Gross											
Season: 0	Req.	Req Mon DAILY AV		26 - lb/d		Req Mon DAILY AV	Req Mon DAILY MX	19 - mg/L		01/07 - Weekly	CP - COMPOS
NODI: -	NODI										
50050 Flow, in conduit or thru treatment plant	Smpl.	=0.735	=1.306	03 - MGD					0	99/99 - Continuous	TM - TOTALZ
1 - Effluent Gross											
Season: 0	Req.	<=.9 DAILY AV	Req Mon DAILY MX	03 - MGD						99/99 - Continuous	TM - TOTALZ
NODI: -	NODI										
50060 Chlorine, total residual	Smpl.				=1.29		=3.82	19 - mg/L	0	01/01 - Daily	GR - GRAB
1 - Effluent Gross											
Season: 0	Req.				>=1 MO MIN		<=4 MO MAX	19 - mg/L		01/01 - Daily	GR - GRAB

Code	Name	Value 1	Value 2	Units	Value 1	Value 2	Value 3	Units	of Ex.	Analysis	Type
NODI: -											
51040	E. coli										
1 - Effluent Gross											
Season: 0											
NODI: -											
80082	BOD, carbonaceous [5 day, 20 C]										
1 - Effluent Gross											
Season: 0											
NODI: -											
Season: 0											
NODI: -											

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

Parameter		Monitoring Location	Field	Type	Description	Acknowledge
Code	Name					
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	Quantity or Loading Sample Value 1	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	<input checked="" type="checkbox"/>
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	Quality or Concentration Sample Value 2	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	<input checked="" type="checkbox"/>
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	Quality or Concentration Sample Value 3	Soft	The provided sample value is outside the permit limit. (Error Code: 1)	<input checked="" type="checkbox"/>

Comments

Attachments

No attachments.

Report Last Saved By

HARRIS COUNTY MUD 368

User:

Name:

E-Mail:

Date/Time:

Report Last Signed By

User:

mplunkett@eaglewatermanagement.com

Mike Plunkett

mplunkett@eaglewatermanagement.com

2018-12-12 09:24 (Time Zone:-06:00)

mplunkett@eaglewatermanagement.com



January 3, 2019

Board of Directors
Harris County Municipal Utility District No. 368
c/o Johnson Petrov LLP
1001 McKinney, Suite 1000
Houston, Texas 77002-1223

Reference: District Engineer's Status Report, IDS Job No. 0456-001-MR

Members of the Board:

The status of the various projects in the District is as follows:

GENERAL DISTRICT MATTERS

1. Northern Point Drainage

The swales are complete. The contractor is working on final site restoration items. We are working with the contractor to schedule a final walkthrough inspection.

2. Facility Improvement and Maintenance Plan

We are preparing the bond application for the improvement projects.

3. Hufsmith Kohrville Improvements

No new activity to report

4. Operations Committee Meeting

The next Operations Committee Meeting has not been scheduled.

WATER SUPPLY SYSTEM MATTERS

5. Water Quality Monitoring for Water Well Nos. 2, 3, 4, 5, and 6

The December 2018 laboratory test results for benzene, toluene, ethyl benzene, or xylene (BTEX) in Well No. 2, Well No. 3, Well No. 4, Well No. 5, and Well No. 6 are non-detect.

6. Water Plant Rehabilitation

All punchlist items have been addressed. We will prepare the Certificate of Substantial Completion and release payment to the contractor.

WASTEWATER TREATMENT SYSTEM MATTERS

7. Phase 4 Sanitary Sewer Rehab

The contractor has finished cleaning and televising the lines and has provided videos and a report. We are reviewing the videos and will prepare a report including any recommendations for rehabilitation.

8. Sandy Stream Sewer Capacity Evaluation: Upsize Required for Dungrove Tract

No new activity to report.

9. Lift Station Control Panel Replacements

The electrical engineering consultant is preparing a proposal to perform engineering services for the control panels. We are working to ensure all the District's requirements for the panels are included in the design.

10. Wastewater Treatment Plant Rehabilitation

The on-site lift station rehabilitation work is complete. We will conduct an inspection of the wet well coatings prior to the end of the one-year warranty period to address any potential deficiencies in the coating.

The Wastewater Treatment Plant Rehabilitation project is included in the proposed bond application. We are preparing a proposal to perform engineering services for this project.

RESIDENTIAL AND COMMERCIAL DEVELOPMENT PROJECTS

11. Harris County Street Acceptance Status

All streets eligible for acceptance have been accepted by the County.

12. NorthPointe Center-Phase II (Santikos)

The plans have been approved and the development is under construction.

13. 136-Acre Finger Tract

The developer has contacted us regarding a feasibility study for this development. They are projecting a 400-unit apartment project, a hotel, and other commercial development. The developer is prepared to send the \$7,500 feasibility deposit.

14. Northpointe Business Park

The engineer has submitted plans and the water meter easement. We are reviewing the plans and will prepare a review letter with any comments that we may have.

15. Huffsmith Heights Tract

No new activity to report.

16. Little Woodrows

The developer's engineer is preparing plans for a Little Woodrow's west of Coons Road and South of Timber Tech Road, near HMT properties. The attorney is preparing the annexation documents.

17. 12.5-Acre Dungrove Tract

The developer has determined not to develop the tract based upon financial feasibility.

18. 12.9-Acre Tract East of Hufsmith Kohrville

The developer is working on a feasibility study for this tract. The intended use is single family residential.

19. 42-Acre Favro Family Tract (West of Hufsmith Kohrville)

We are preparing the feasibility study for this development. The development includes 63 single-family residential lots, 11 private estate lots, a community center including a club and recreational land and facilities, and a parking lot.

We will be glad to answer any questions the Board may have.

Respectfully,



Matthew Carpenter, P.E.



Kameron H. Pugh, E.I.T.

**WATER METER EASEMENT AGREEMENT
(NORTHPOINTE BLVD 17, LLC – 0.0090 of an Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF HARRIS §

That **NORTHPOINTE BLVD 17, LLC**, a Texas limited liability company ("**Grantor**"), whose address is 12238 Queenston Suite B, Houston, Texas 77095, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to Grantor in hand paid by **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("**Grantee**"), whose address is c/o Johnson Petrov LLP, 2929 Allen Parkway, Suite 3150, Houston, Texas 77019, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Grantee, its successors and assigns, an unobstructed, exclusive, permanent and perpetual easement and right-of-way (the "**Easement**") for access to and construction, installation, placement, maintenance, repair, protection, relocation, replacement, alteration, substitution, enlargement, reduction, removal, inspection, and operation of a water meter and all related appurtenances, including, without limitation, pipes, valves, flushing valves, and all communication and/or security equipment related to the operation of Grantee's utility systems (the "**Facilities**") across, along, above, over, under, within, through and upon that certain tract of land consisting of 0.0090 of an acre, more or less (the "**Property**"), being more particularly described and depicted on Exhibit "A," attached to this Water Meter Easement Agreement (this "**Agreement**") and made a part hereof for all purposes.

Grantee may construct, install, place, maintain, repair, protect, relocate, replace, alter, substitute, enlarge, reduce, remove, inspect and operate the Facilities across, along, above, over, under, within, through and upon the Property and may enter upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Property and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted. Grantee will, at all times after doing any work in connection with the Easement hereby conveyed, restore the Property as nearly as possible to its condition prior to the undertaking of such work; provided, however, that Grantee shall not be required to replace trees, growth, shrubbery, or other vegetation thereon.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Property for any and all purposes, except construction of houses, buildings and structures,

provided that such use will not prevent Grantee from constructing, installing, placing, maintaining, repairing, protecting, relocating, replacing, altering, substituting, enlarging, reducing, removing, inspecting or operating the Facilities thereon.

Grantor reserves all oil, gas, and other minerals in, on, or under the Property which Grantor may own, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantor to develop the Property for oil, gas, and other minerals by directional drilling from a nearby site.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Property and appearing of record in the Real Property Records of Harris County, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Easement.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Property is located.

This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

This Agreement and any exhibits are the entire agreement of the parties concerning the Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this Agreement and any exhibits.

If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Signature, Acknowledgement and Consent Pages Follow]

IN WITNESS WHEREOF, this instrument is executed the ____ day of _____, 2019.

NORTHPOINTE BLVD 17, LLC,
a Texas limited liability company

By: _____
Name: Michael Evenson
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day, personally appeared Michael Evenson, proved to me to be the person and the Manager whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **NORTHPOINTE BLVD 17, LLC**, a Texas limited liability company, and that he executed the instrument as the act of said company for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2019.

Notary Public in and for the State of Texas

After recording return to:
Harris County Municipal Utility District No. 368
c/o Johnson Petrov, LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Carter Dean
713-489-8977

ACKNOWLEDGED AND ACCEPTED, as of the ____ day of _____,
2019.

**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 368,**
a conservation and reclamation district and a body
politic and corporate and governmental agency of
the State of Texas

By: _____
Roy Lackey,
President of the Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day, personally appeared Roy Lackey, proved to me to be the person and the President of the Board of Directors whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 368**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas, and that he executed the instrument as the act of said corporation for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2019.

Notary Public in and for the State of Texas

After recording return to:
Harris County Municipal Utility District No. 368
c/o Johnson Petrov, LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Carter Dean
713-489-8977

CONSENT OF LIENHOLDER

ALLEGIANCE BANK, a Texas state financial institution, the owner and holder and/or the duly authorized agent of the beneficiaries and/or assignees of a promissory note secured by a deed of trust recorded under Clerk's File No. _____ in the Real Property Records of Harris County, Texas, and other liens, if any, on certain property affected by the foregoing Easement, executes this instrument to evidence its consent to the foregoing Easement attached hereto, and hereby subordinates said liens and any and all other liens owned by it or its assignees to such Easement.

ALLEGIANCE BANK,
a Texas state financial institution

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

Before me on this day, personally appeared _____, proved to me to be the person and the _____ whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **ALLEGIANCE BANK**, a Texas state financial institution, and that (s)he executed the instrument as the act of said company for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas

After recording return to:

Harris County Municipal Utility District No. 368
c/o Johnson Petrov, LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Carter Dean
713-489-8977

EXHIBIT "A"

WATER METER EASEMENT

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF RESERVE "C" OF SEAPINES COMMERCIAL ADDITION SECTION 1 AS RECORDED IN FILM CODE NUMBER 544059 OF THE HARRIS COUNTY MAP RECORDS AND BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHPOINT BOULEVARD AND THE MOST NORTHERLY NORTHWEST CORNER OF THE 4.2268 ACRES;

THENCE ALONG THE SOUTH LINE OF THE PROPOSED NORTHPOINT BOULEVARD AND ALONG THE NORTH LINE OF THE 4.2268 ACRES ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 26 MINUTES 42 SECONDS, AN ARC DISTANCE OF 15.14 FEET TO A POINT FOR THE NORTHEAST CORNER;

THENCE ACROSS THE 4.2268 ACRES, THE FOLLOWING TWO CALLS:

- o SOUTH 27 DEGREES 48 MINUTES 58 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT FOR THE SOUTHEAST CORNER;
- o SOUTH 62 DEGREES 11 MINUTES 02 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT FOR THE SOUTHWEST CORNER ON THE WEST LINE OF THE 4.2268 ACRES BEING ON THE EAST LINE OF SAID RESERVE "C" OF SEAPINES COMMERCIAL ADDITION;

THENCE ALONG THE WEST LINE OF THE 4.2268 ACRES AND THE EAST LINE OF SAID RESERVE "C" OF SEAPINES COMMERCIAL ADDITION THE FOLLOWING TWO CALLS:

- o NORTH 27 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 25.00 FEET TO A POINT ALONG WEST LINE OF SAID 4.2268 ACRES;
- o NORTH 27 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 2.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 391 SQUARE FEET OF LAND, MORE OR LESS.



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EXHIBIT "A"

