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November 7, 2023

Public Utility Commission of Texas
Central Records
1701 N. Congress, Suite 8-100
Austin, Texas 78701

RE: Application from MCC Utilities, LLC for a new Water and Sewer Certificate of Convenience and Necessity in Harris County, Texas

Dear Public Utility Commission of Texas,

Attached please find an application for new Water and Sewer Certificates of Convenience and Necessity submitted by MCC Utilities, LLC. This application is to provide retail water and wastewater service to 310 class A garden style apartments that have been constructed in Harris County, Texas.

The water and wastewater infrastructure has been permitted and constructed with sufficient capacity for the demand.

All digital mapping data will be uploaded as part of this application, and all sensitive financial information will be confidentially filed separately after this application has been submitted.

We greatly appreciate your review of the following and should you have any questions or requests for clarification regarding the application, please feel free to contact me at the information provided below or by email at jeff@earl-law.com.

Respectfully,

EARL & ASSOCIATES, P.C.

By: Jeffrey L. Earl
Printed Name: Jeffrey L. Earl, Attorney at Law



APPLICATION FOR A NEW WATER AND SEWER CERTIFICATE
OF CONVENIENCE AND NECESSITY

FOR

MCC Utilities, LLC
4001 W Sam Houston Pkwy N, Ste 100
Houston, TX 77043-1236

Prepared By:

Earl & Associates, P.C.
10007 Huebner Road, Suite 303
San Antonio, Texas 78240
Tel: (210) 868-6500

November 2023

APPLICATION FOR A NEW WATER AND SEWER CCN

MCC UTILITIES, LLC

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Attachment “M” – Financial Information – Filed Confidentially



Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

Pursuant to 16 Texas Administrative Code (TAC) Chapter 24, Substantive Rules Applicable to Water and Sewer Service Providers, Subchapter G: Certificates of Convenience and Necessity

CCN Application Instructions

- I. **COMPLETE:** In order for the Commission to find the application sufficient for filing, you should adhere to the following:
- Answer every question and submit all required attachments.
 - Use attachments or additional pages if needed to answer any question. If you use attachments or additional pages, reference their inclusion in the form.
 - Provide all mapping information as detailed in Part F: Mapping & Affidavits.
 - Provide any other necessary approvals from the Texas Commission on Environmental Quality (TCEQ), or evidence that a request for approval is being sought at the time of filing with the Commission.
- II. **FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
- SEND TO:** Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (NOTE: Electronic documents may be sent in advance of the paper copy; however, they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records).
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
- DEFICIENT (Administratively Incomplete):** Applicant will be ordered to provide information to cure the deficiencies by a certain date (usually 30 days from ALJ's order). *Application is not accepted for filing.*
 - SUFFICIENT (Administratively Complete):** Applicant will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. *Application is accepted for filing.*
- IV. Once the Applicant issues notice, a copy of the actual notice sent (including any map) and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may choose to take one of the following actions:
- HEARING ON THE MERITS:** an affected party may request a hearing on the application. The request must be made within 30 days of notice. If this occurs, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
 - LANDOWNER OPT-OUT:** A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. **PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. **FINAL RECOMMENDATION:** After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

FAQ:

Who can use this form?

Any retail public utility that provides or intends to provide retail water or wastewater utility service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) must use this form to obtain or amend a CCN prior to providing retail water or sewer utility service in the requested area.

What is the purpose of the application?

A CCN Applicant is required to demonstrate financial, managerial, and technical (FMT) capability to provide continuous and adequate service to any requested area. The questions in the application are structured to support an Applicant's FMT capabilities, consistent with the regulatory requirements.

Application Summary

Applicant: MCC Utilities, LLC

CCN No. to be amended: _____

or ☒ Obtain NEW CCN ☐ Water ☐ Sewer

County(ies) affected by this application: Harris

Dual CCN requested with: _____

CCN No.: _____ (name of retail public utility)
☐ Portion or ☐ All of requested area

Decertification of CCN for: _____

CCN No.: _____ (name of retail public utility)
☐ Portion or ☐ All of requested area

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Please mark the items included in this filing

<input type="checkbox"/> Partnership Agreement	Part A: Question 4
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part A: Question 4
<input checked="" type="checkbox"/> Certificate of Account Status	Part A: Question 4
<input checked="" type="checkbox"/> Franchise, Permit, or Consent letter	Part B: Question 7
<input checked="" type="checkbox"/> Existing Infrastructure Map	Part B: Question 8
<input type="checkbox"/> Customer Requests For Service in requested area	Part B: Question 9
<input type="checkbox"/> Population Growth Report or Market Study	Part B: Question 10
<input checked="" type="checkbox"/> TCEQ Engineering Approvals	Part B: Question 11
<input checked="" type="checkbox"/> Requests & Responses For Service to ½ mile utility providers	Part B: Question 12.B
<input checked="" type="checkbox"/> Economic Feasibility (alternative provider) Statement	Part B: Question 12.C
<input type="checkbox"/> Alternative Provider Analysis	Part B: Question 12.D
<input type="checkbox"/> Enforcement Action Correspondence	Part C: Question 16
<input checked="" type="checkbox"/> TCEQ Compliance Correspondence	Part D: Question 20
<input type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part D: Question 23
<input checked="" type="checkbox"/> Rate Study (new market entrant)	Part E: Question 28
<input checked="" type="checkbox"/> Tariff/Rate Schedule	Part E: Question 29
<input type="checkbox"/> Financial Audit	Part E: Question 30
<input checked="" type="checkbox"/> Application Attachment A & B	Part E: Question 30
<input type="checkbox"/> Capital Improvement Plan	Part E: Question 30
<input checked="" type="checkbox"/> Disclosure of Affiliated Interests	Part E: Question 31
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> General Location (small scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> Digital Mapping Data	Part F: Question 32
<input checked="" type="checkbox"/> Signed & Notarized Affidavit	Page 12

Part A: Applicant Information

1. A. Name: MCC Utilities, LLC

(individual, corporation, or other legal entity)

☐

Individual

☒

Corporation

☐

WSC

☐

Other: _____

B. Mailing Address: 4001 West Sam Houston Parkway North, Ste. 100,
Houston, Texas 77043

Phone No.: (713) 914-9200 Email: mfuqua@blazerbuilding.com

C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.

Name: Jeffrey L. Earl

Title: Attorney

Mailing Address: 10007 Huebner Rd., Ste. 303 - San Antonio, Texas 78240

Phone No.: (210) 957-9333 Email: jeff@earl-law.com

2. If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?

☒

Yes

☐

No

☐

N/A

3. If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?

N/A - Will become one if granted CCNs

☐

Yes

☒

No

If no, please state the last date an Annual Report was filed: _____

4. The legal status of the Applicant is:

☐

Individual or sole proprietorship

☐

Partnership or limited partnership (*attach* Partnership agreement)

☒

Corporation: LLC

Charter number (recorded with the Texas Secretary of State): 802679696

☐

Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]

Charter number (as recorded with the Texas Secretary of State): _____

☐

Articles of Incorporation and By-Laws established (*attach*)

☐

Municipally-owned utility

☐

District (MUD, SUD, WCID, FWSD, PUD, etc.)

☐

County

☐

Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)

☐

Other (please explain): _____

5. If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:

Name: N/A

Part B: Requested Area Information

6. Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.

The land in the requested area is fully built out. The uses within the requested area are 310- class 'A,' garden-style apartment units. The first phase totals 170 units, while the second phase consists of 140 units, and saw recent completion. There is a total of 310 apartments. Further, the Public Water and Wastewater Systems have been constructed and permitted on 1.09 acres owned by applicant. Applicant seeks Water and Sewer CCNs to serve the residents within the requested area.

7. The requested area (check all applicable):

☒ Currently receives service from the Applicant ☐ Is being developed with no current customers

☐ Overlaps or is within municipal boundaries ☐ Overlaps or is within district boundaries

Municipality: _____ District: _____

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

Currently the applicant provides public water supply and sewer service to the owners of the apartment complexes without charging rates to the tenants and all applicable TCEQ approvals are attached with this application.

8. Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:

The need for service in the requested area is a result of applicant wishing to fairly and equitably charge apartment renters for water and sewer service on a use basis instead of bulk service to the complex owners.

9. Has the Applicant received any requests for service within the requested area?

☒ Yes* ☐ No *Attach copies of all applicable requests for service and show locations on a map
The applicant and developer have common ownership.

10. Is there existing or anticipated growth in the requested area?

☐ Yes* ☒ No *Attach copies of any reports and market studies supporting growth
The area is completely developed into 310 apartment units.

11. A. Will construction of any facilities be necessary to provide service to the requested area?

☐ Yes* ☒ No *Attach copies of TCEQ approval letters

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: 05/15/2023

C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:

All apartments have been constructed, and there is currently no need for the construction of additional facilities.

D. Describe the source and availability of funds for any required facilities to serve the requested area:

All facilities have been constructed. Additionally, see Letter of Credit and additional availability of funds information attached to this application.

Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.

12. A. If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:

Timberlake Improvement District Wastewater Treatment Plant; West Harris County MUD No. 15 Wastewater Treatment Plant; Harris County MUD No. 196 Wastewater Treatment Plant; Aqua Texas.

B. Did the Applicant request service from each of the above water or sewer utilities?

☒ Yes*

☐ No

*Attach copies of written requests and copies of the written response

C. Attach a statement or provide documentation explaining why it is not economically feasible to obtain retail service from the water or sewer retail public utilities listed above.

D. If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:

- (A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;
- (B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and
- (C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.

13. Explain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the proximate area, and any landowners in the requested area. The statement should address, but is not limited to, regionalization, compliance, and economic effects.

The effects of granting the CCN requests to the applicant will have no negative consequences for retail public utilities in the area as all service requests made to neighboring suppliers were denied on a lack-of-capacity basis, thereby precluding any outward effects on neighboring retailers from being realized. The applicant currently supplies water in bulk to the owners of the benefiting apartment complexes, and granting of CCNs will enable MCC Utilities to now equitably charge end-users on a use basis; rather than being limited to bulk supply methods. Compliance with existing (and future) TCEQ standards will not waiver as the existing water/sewer facilities are in compliance with current standards, and will be required to maintain said standards in-order to maintain proper permitting/licensing requirements. Landowners will continue to benefit from the existing quality services they receive, however the granting of a CCN will allow the cost of water and sewer to be passed directly to tenants on a use basis.

Part C: CCN Obtain or Amend Criteria Considerations

14. Describe the anticipated impact and changes in the quality of retail utility service for the requested area:

There are no anticipated impacts or changes to quality of retail service within the area as current TCEQ standards, which are in compliance, require the applicant to remain in proper permitting/licensing compliance to continue to operate in the future. Since current quality standards are in compliance with TCEQ, and no-additional construction or changes to existing systems are being proposed, there are no anticipated changes to quality which may result from the granting of a CCN to applicant.

15. Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:

The applicant has been successfully providing water and sewer service to the apartment complexes without issue, and is experienced in adequately and continuously providing a retail-level of service. Upon the granting of a CCN, service levels and quality will remain more-than adequate as the only anticipated changes to be made revolve around the applicant being now able to charge for retail-service by use, on the actual retail-level.

16. Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?

☐ Yes* ☒ No

*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements.

17. Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:

As TCEQ environmental standards are presently in compliance, and no additional construction or improvements to existing structures are anticipated, the environmental integrity of the land will not be impacted by the granting of a CCN as requested. Current TCEQ compliance suggests the environmental integrity of the land has not been impactfully disrupted by the project thus-far, and a lack of future construction or improvement plans similarly suggests no disruption to the environmental integrity of the land is anticipated.

18. Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?

No.

19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:

Timberlake Improvement District Wastewater Treatment Plant; West Harris County MUD No. 15 Wastewater Treatment Plant; Harris County MUD No. 196 Wastewater Treatment Plant; Aqua Texas.

Part D: TCEQ Public Water System or Sewer (Wastewater) Information

20. A. Complete the following for all Public Water Systems (PWS) associated with the Applicant's CCN:

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
1013567	Meadows at Cypress Creek Water Plant		

*Attach evidence of compliance with TCEQ for each PWS

- B. Complete the following for all TCEQ Water Quality (WQ) discharge permits associated with the Applicant's CCN:

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	Subdivisions served:
WQ-0015381001	2/26/2024		
WQ-			
WQ-			
WQ-			

*Attach evidence of compliance with TCEQ for each Discharge Permit

- C. The requested CCN service area will be served via: PWS ID: 1013567
WQ - 0015381001

21. List the number of existing connections for the PWS & Discharge Permit indicated above (Question 20. C.):

Water				Sewer	
	Non-metered		2"	310	Residential
310	5/8" or 3/4"		3"		Commercial
	1"		4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:			310	Total Sewer Connections:	310

22. List the number of additional connections projected for the requested CCN area:

Water				Sewer	
	Non-metered		2"		Residential
	5/8" or 3/4"		3"		Commercial
	1"		4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:				Total Sewer Connections:	

23. A. Will the system serving the requested area purchase water or sewer treatment capacity from another source?

☐ Yes* ☒ No *Attach a copy of purchase agreement or contract.

Capacity is purchased from:

Water: N/A

Sewer: N/A

B. Are any of the Applicants PWS's required to purchase water to meet the TCEQ's minimum capacity requirements or TCEQ's drinking water standards?

☐ Yes ☒ No

C. What is the amount of supply or treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:		0%
Sewer:		0%

24. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

☒ Yes ☐ No

25. List the name, class, and TCEQ license number of the operators that will be responsible for the operations of the water or sewer utility service provided to the requested area:

Name (as it appears on license)	Class	License No.	Water/Sewer
Townsend, Christopher J	B	WG0015042	Groundwater Treatment Operator
Townsend, Christopher J	B	WW0045941	Wastewater Treatment Operator

26. A. Are any improvements required for the existing PWS or sewer treatment plant to meet TCEQ or Commission standards?

☐ Yes ☒ No

B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:
N/A		

27. Provide a map (or maps) showing all facilities for production, transmission, and distribution, and the location of existing or proposed customer connections, in the requested area. Facilities should be identified on subdivision plats, engineering planning maps, or other large scale maps. Color coding can be used, and is encouraged, to distinguish types of facilities.

Part E: Financial Information

28. If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of this rate filing package is to revise a utility's tariff to adjust the rates to a historic test year and to true up the new tariff rates to the historic test year. It is the Applicant's responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Any dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as an offset to rate base for ratemaking purposes.

29. If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate:

- A. Effective date for most recent rates: _____
- B. Was notice of this increase provided to the Commission or a predecessor regulatory authority?
☐ No ☐ Yes Application or Docket Number: _____
- C. If notice was not provided to the Commission, please explain why (ex: rates are under the jurisdiction of a municipality)

If the Applicant is a Water Supply or Sewer Service Corporation (WSC/SSC) and seeking to obtain a CCN, attach a copy of the current tariff.

30. **Financial Information**

Applicants must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Commission Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

31. Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant.

DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

Part F: Mapping & Affidavits

32. Provide the following mapping information with each of the seven (7) copies of the application:
1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance:
 - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
 - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map should be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made and/or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application includes an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part 2 (above);

- ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part 2 (above); or
- iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drives), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

Part G: Notice Information

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice until the application is deemed sufficient for filing and the Applicant is ordered to provide notice.

33. Complete the following using verifiable man-made and/or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 21

Number of customer connections in the requested area: 310

The closest city or town: Houston

Approximate mileage to closest city or town center: 21

Direction to closest city or town: Southeast

The requested area is generally bounded on the North by: Borgstedt Cemetery Rd

on the East by: Huffmeister Rd

on the South by: A line 1,234 feet north of and parallel to Bertani Ln

on the West by: Service Road to Water Supply Facilities

34. A copy of the proposed map will be available at 10007 Huebner Road, Suite 303, San Antonio, Texas 78240

Applicant's Oath

STATE OF TEXAS

COUNTY OF BEXAR

I, Jeffrey L. Earl being duly sworn, file this application to
obtain or amend a water or sewer CCN, as Attorney for MCC Utilities, LLC
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.

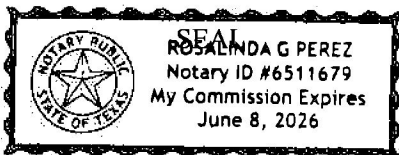
Jeff Earl

AFFIANT

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 7th of November, 2023



Rosalinda G Perez

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

Rosalinda G Perez

PRINT OR TYPE NAME OF NOTARY

My commission expires: June 8, 2026

Appendix A: Historical Financial Information (Balance Sheet and Income Schedule)

(Audited financial statements may be substituted for this schedule – see item 29 of the instructions)

HISTORICAL BALANCE SHEETS (ENTER DATE OF YEAR END)	CURRENT(A) (12 - 31 - 22)	A-1 YEAR (12 - 31 - 21)	A-2 YEAR (12 - 31 - 20)	A-3 YEAR (12 - 31 - 19)	A-4 YEAR (12 - 31 - 18)	A-5 YEAR (12 - 31 - 17)
CURRENT ASSETS						
Cash	\$ 57,758.29					
Accounts Receivable	\$ 284,888.49					
Inventories						
Other						
A. Total Current Assets	\$ 342,646.7	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FIXED ASSETS						
Land	\$ 29,854.00					
Collection/Distribution System						
Buildings						
Equipment						
Other						
Less: Accum. Depreciation or Reserves						
B. Total Fixed Assets	\$ 29,854.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. TOTAL Assets (A + B)	\$ 372,500.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CURRENT LIABILITIES						
Accounts Payable						
Notes Payable, Current						
Accrued Expenses						
Other						
D. Total Current Liabilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
LONG TERM LIABILITIES						
Notes Payable, Long-term						
Other						
E. Total Long Term Liabilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
F. TOTAL LIABILITIES (D + E)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
OWNER'S EQUITY						
Paid in Capital	\$ 29,954.00					
Retained Equity	\$ 268,498.98					
Other						
Current Period Profit or Loss	\$ 74,047.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
G. TOTAL OWNER'S EQUITY	\$ 372,500.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL LIABILITIES+EQUITY (F + G) = C	\$ 372,500.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
WORKING CAPITAL (A – D)	\$ 342,646.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CURRENT RATIO (A / D)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
DEBT TO EQUITY RATIO (E / G)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

HISTORICAL NET INCOME INFORMATION

(ENTER DATE OF YEAR END)	CURRENT(A) (12-31-22)	A-1 YEAR (12-31-21)	A-2 YEAR (12-31-20)	A-3 YEAR (12-31-19)	A-4 YEAR (12-31-18)	A-5 YEAR (12-31-17)
METER NUMBER						
Existing Number of Taps	1	0	0	0	0	0
New Taps Per Year						
Total Meters at Year End	1	0	0	0	0	0
METER REVENUE						
Revenue per Meter (use for projections)	\$ 190,442.08					
Expense per Meter (use for projections)	\$ 116,394.28					
Operating Revenue Per Meter	\$ 74,047.80					
GROSS WATER REVENUE						
Revenues- Base Rate & Gallonage Fees	\$ 190,442.08					
Other (Tap, reconnect, transfer fees, etc.)						
Gross Income	\$ 190,442.08					
EXPENSES						
General & Administrative (see schedule)	\$ 18,909.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating (see schedule)	\$ 97,484.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest						
Other (list)						
NET INCOME	\$ 74,047.80					

HISTORICAL EXPENSE INFORMATION (ENTER DATE OF YEAR END)	CURRENT(A) (12 - 31 - 22)	A-1 YEAR (12 - 31 - 21)	A-2 YEAR (12 - 31 - 20)	A-3 YEAR (12 - 31 - 19)	A-4 YEAR (12 - 31 - 18)	A-5 YEAR (12 - 31 - 17)
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries & Benefits–Office/Management						
Office (services, rentals, supplies, electricity)	\$ 4,129.76					
Contract Labor						
Transportation						
Insurance	\$ 11,180.21					
Telephone						
Utilities						
Property Taxes						
Professional Services/Fees (recurring)						
Regulatory- other	\$ 3,599.53					
Other (describe)						
Interest						
Other						
Total General Admin. Expenses (G&A)	\$ 18,909.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
% Increase Per Year	0%	0%	0%	0%	0%	0%
OPERATIONS & MAINTENANCE EXPENSES						
Salaries & Benefits (Employee, Management)						
Materials & Supplies						
Utilities Expense-office	\$ 17,849.38					
Contract Labor	\$ 79,635.40					
Transportation Expense						
Depreciation Expense						
Other(describe)						
Total Operational Expenses (O&M)	\$ 97,484.78	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Expense (Total G&A + O&M)	\$ 116,394.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Historical % Increase Per Year	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
ASSUMPTIONS						
Interest Rate/Terms						
Depreciation Schedule (attach)						
Other assumptions/information (List all)						

Appendix B: Projected Information

HISTORICAL BALANCE SHEETS (ENTER DATE OF YEAR END)	CURRENT(A) (12-31-22)	A-1 YEAR (12-31-23)	A-2 YEAR (12-31-24)	A-3 YEAR (12-31-25)	A-4 YEAR (12-31-26)	A-5 YEAR (12-31-27)
CURRENT ASSETS						
Cash	\$ 57,758.29	\$ 168,485.26	\$ 270,192.28	\$ 362,518.55	\$ 445,088.84	\$ 517,512.92
Accounts Receivable	\$ 284,888.49	\$ 28,018.81	\$ 28,018.81	\$ 28,018.81	\$ 28,018.81	\$ 28,018.81
Inventories						
Income Tax Receivable						
Other						
A. Total Current Assets	\$ 342,646.78	\$ 196,504.07	\$ 298,211.09	\$ 390,537.36	\$ 473,107.66	\$ 545,531.73
FIXED ASSETS						
Land						
Collection/Distribution System	\$ 2,692,846.49	\$ 2,692,846.49	\$ 2,692,846.49	\$ 2,692,846.49	\$ 2,692,846.49	\$ 2,692,846.49
Buildings						
Equipment						
Other						
Less: Accum. Depreciation or Reserves	-\$ 481,548.16	-\$ 571,248.27	-\$ 661,194.14	-\$ 750,894.25	-\$ 840,594.36	-\$ 930,294.47
B. Total Fixed Assets	\$ 2,211,298.22	\$ 2,121,598.22	\$ 2,031,652.35	\$ 1,941,952.24	\$ 1,852,252.13	\$ 1,762,552.02
C. TOTAL Assets (A + B)	\$ 2,553,945.11	\$ 2,318,102.29	\$ 2,329,863.45	\$ 2,332,489.61	\$ 2,325,359.79	\$ 2,308,083.75
CURRENT LIABILITIES						
Accounts Payable						
Notes Payable, Current						
Accrued Expenses						
Other						
D. Total Current Liabilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
LONG TERM LIABILITIES						
Notes Payable, Long-term						
Other	\$ 2,211,298.33	\$ 2,121,598.22	\$ 2,031,652.35	\$ 1,941,952.24	\$ 1,852,252.13	\$ 1,762,552.02
E. Total Long Term Liabilities	\$ 2,211,298.33	\$ 2,121,598.22	\$ 2,031,652.35	\$ 1,941,952.24	\$ 1,852,252.13	\$ 1,762,552.02
F. TOTAL LIABILITIES (D + E)	\$ 2,211,298.33	\$ 2,121,598.22	\$ 2,031,652.35	\$ 1,941,952.24	\$ 1,852,252.13	\$ 1,762,552.02
OWNER'S EQUITY						
Paid in Capital	\$ 29,954.00	\$ 29,954.00	\$ 29,954.00	\$ 29,954.00	\$ 29,954.00	\$ 29,954.00
Retained Equity	\$ 238,644.98	\$ 145,584.65	\$ 256,311.63	\$ 358,018.65	\$ 450,344.92	\$ 532,915.21
Other						
Current Period Profit or Loss	\$ 74,047.80	\$ 20,965.42	\$ 11,945.47	\$ 2,564.72	-\$ 7,191.26	-\$ 17,337.48
G. TOTAL OWNER'S EQUITY	\$ 342,646.78	\$ 196,504.08	\$ 298,211.10	\$ 390,537.37	\$ 473,107.66	\$ 545,531.73
TOTAL LIABILITIES+EQUITY (F + G) = C	\$ 2,553,945.11	\$ 2,318,102.29	\$ 2,329,863.45	\$ 2,332,489.61	\$ 2,325,359.79	\$ 2,308,083.75
WORKING CAPITAL (A - D)	\$ 342,646.78	\$ 196,504.08	\$ 298,211.10	\$ 390,537.37	\$ 473,107.66	\$ 545,531.73
CURRENT RATIO (A / D)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
DEBT TO EQUITY RATIO (F / G)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

PROJECTED NET INCOME INFORMATION

(ENTER DATE OF YEAR END)	CURRENT(A) (12_ 31_ 22)	A-1 YEAR (12_ 31_ 23)	A-2 YEAR (12_ 31_ 24)	A-3 YEAR (12_ 31_ 25)	A-4 YEAR (12_ 31_ 26)	A-5 YEAR (12_ 31_ 27)
METER NUMBER						
Existing Number of Taps	170	170	310	310	310	310
New Taps Per Year		140				
Total Meters at Year End	170	310	310	310	310	310
METER REVENUE						
Revenue per Meter (use for projections)	\$ 1,120.25	\$ 1,084.60	\$ 1,084.60	\$ 1,084.60	\$ 1,084.60	\$ 1,084.60
Expense per Meter (use for projections)	\$ 684.67	\$ 1,016.97	\$ 1,046.07	\$ 1,076.33	\$ 1,107.80	\$ 1,140.53
Operating Revenue Per Meter	\$ 435.58	\$ 67.63	\$ 38.53	\$ 8.27	-\$ 23.20	-\$ 55.93
GROSS WATER REVENUE						
Revenues- Base Rate & Gallonage Fees	\$ 190,442.08	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77
Other (Tap, reconnect, transfer fees, etc.)						
Gross Income	\$ 190,442.08	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77	\$ 336,225.77
EXPENSES						
General & Administrative (see schedule)	\$ 18,909.50	\$ 33,717.84	\$ 35,066.55	\$ 36,469.21	\$ 37,927.98	\$ 39,445.10
Operating (see schedule)	\$ 97,484.78	\$ 281,542.51	\$ 289,213.75	\$ 297,191.84	\$ 305,489.05	\$ 314,118.15
Interest						
Other (list)						
NET INCOME	\$ 74,047.80	\$ 20,965.42	\$ 11,945.47	\$ 2,564.72	-\$ 7,191.26	-\$ 17,337.48

PROJECTED EXPENSE DETAIL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Office	\$ 151.48	\$ 157.54	\$ 163.84	\$ 170.40	\$ 177.21	\$ 820.47
Computer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Auto	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Insurance	\$ 21,994.73	\$ 22,874.52	\$ 23,789.50	\$ 24,741.08	\$ 25,730.72	\$ 119,130.55
Telephone	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Utilities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Depreciation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Property Taxes	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Professional Fees	\$ 594.75	\$ 618.54	\$ 643.28	\$ 669.01	\$ 695.78	\$ 3,221.37
Other	10976.87	\$ 11,415.95	\$ 11,872.59	\$ 12,347.49	\$ 12,841.39	\$ 59,454.28
Total	\$ 33,717.84	\$ 35,066.55	\$ 36,469.21	\$ 37,927.98	\$ 39,445.10	\$ 182,626.67
% Increase Per projected Year	0%	4%	4%	4%	4%	0%
OPERATIONAL EXPENSES						
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Auto		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Utilities	\$ 35,114.93	\$ 36,519.53	\$ 37,980.31	\$ 39,499.52	\$ 41,079.50	\$ 190,193.79
Depreciation	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 448,807.75
Repair & Maintenance		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Supplies		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Other	\$ 156,666.03	\$ 162,932.67	\$ 169,449.98	\$ 176,227.98	\$ 183,277.10	\$ 848,553.77
Total	\$ 281,542.51	\$ 289,213.75	\$ 297,191.84	\$ 305,489.05	\$ 314,118.15	\$ 1,487,555.31

PROJECTED SOURCES AND USES OF CASH STATEMENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
SOURCES OF CASH						
Net Income	\$ 20,965.42	\$ 11,945.47	\$ 2,564.72	\$ 0.00	\$ 0.00	\$ 35,475.61
Depreciation (If funded by revenues of system)	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 448,807.75
Loan Proceeds						\$ 0.00
Other						\$ 0.00
Total Sources	\$ 110,726.97	\$ 101,707.02	\$ 92,326.27	\$ 89,761.55	\$ 89,761.55	\$ 484,283.36
USES OF CASH						
Net Loss	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,191.26	\$ 17,337.48	\$ 24,258.74
Principle Portion of Pmts.						\$ 0.00
Fixed Asset Purchase						\$ 0.00
Reserve						\$ 0.00
Other						\$ 0.00
Total Uses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,191.26	\$ 17,337.48	\$ 24,528.74
NET CASH FLOW	\$ 110,726.97	\$ 101,707.02	\$ 92,326.27	\$ 82,570.29	\$ 72,424.07	\$ 459,754.63
DEBT SERVICE COVERAGE						
Cash Available for Debt (CADS)						
A: Net Income (Loss)	\$ 20,965.42	\$ 11,945.47	\$ 2,564.72	-\$ 7,191.26	-\$ 17,337.48	\$ 10,946.88
B: Depreciation, or Reserve Interest	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 89,761.55	\$ 448,807.75
C: Total CADS (A + B = C)	\$ 110,726.97	\$ 101,707.02	\$ 92,326.27	\$ 82,570.29	\$ 72,424.07	\$ 459,754.63
D: DEBT SERVICE						
Annual Principle Plus Interest						\$ 0.00
E: DEBT SERVICE COVERAGE RATIO						
CADS Divided by DS (E = C / D)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

ATTACHMENT “A”
CERTIFICATES OF STANDING

MCC UTILITIES, LLC



Office of the Secretary of State

CERTIFICATE OF FILING OF

MCC Utilities, LLC
File Number: 802679696

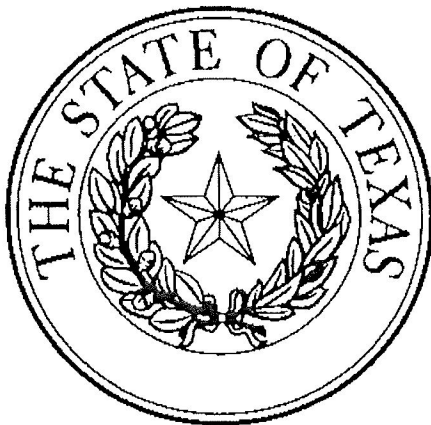
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/21/2017

Effective: 03/21/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State



Franchise Tax Account Status

As of : 07/21/2023 14:38:05

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

MCC UTILITIES, LLC

Texas Taxpayer Number 32063227949

Mailing Address 4001 W SAM HOUSTON PKWY N STE 100 HOUSTON, TX 77043-1236

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 03/21/2017

Texas SOS File Number 0802679696

Registered Agent Name H. CHRIS RICHARDSON

Registered Office Street Address 4001 W. SAM HOUSTON PKWY. N., STE. 100 HOUSTON, TX 77043

ATTACHMENT “B”
COMPANY AGREEMENT

MCC UTILITIES, LLC



Office of the Secretary of State

CERTIFICATE OF FILING OF

MCC Utilities, LLC
File Number: 802679696

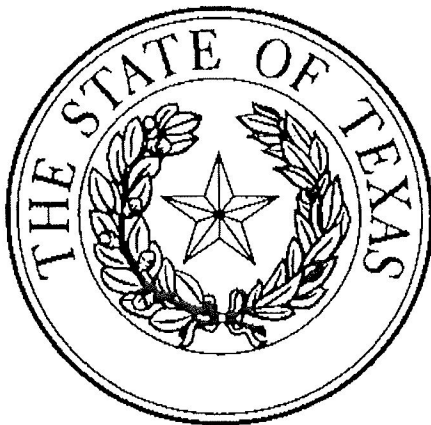
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/21/2017

Effective: 03/21/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

**CERTIFICATE OF FORMATION
LIMITED LIABILITY COMPANY**

FILED
In the Office of the
Secretary of State of Texas

MAR 21 2017

FOR

Corporations Section

MCC UTILITIES, LLC

1. The filing entity being formed is a limited liability company ("Company").
2. The name of Company is MCC Utilities, LLC.
3. Company's initial registered agent is an individual resident of the State of Texas by the name of H. Chris Richardson. The business address of both the registered agent and Company's initial registered office is 4001 W. Sam Houston Pkwy N, Suite 100, Houston, Texas 77043.
4. Company will have managers who will manage Company's business and affairs. The number of persons constituting the initial board of managers is one. The name and address of the person who shall serve as the sole manager on the initial board of managers until his successor shall have been duly elected and qualified, unless he resigns or is removed at an earlier date, in accordance with Company's company agreement, is as follows:

H. Chris Richardson	4001 W. Sam Houston Pkwy N, Suite 100 Houston, Texas 77043
---------------------	---
5. The purpose for which Company is formed is for the transaction of any and all lawful business for which a limited liability company may be organized under the Texas Business Organizations Code.
6. The name and address of the organizer of Company is as follows:

H. Chris Richardson	4001 W. Sam Houston Pkwy N, Suite 100 Houston, Texas 77043
---------------------	---
7. This document becomes effective when filed by the secretary of state.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

ORGANIZER:



H. CHRIS RICHARDSON

Dated: March 21, 2017

MCC UTILITIES, LLC
a Texas limited liability company

COMPANY AGREEMENT

effective as of March 21, 2017

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH MEMBERSHIP RIGHTS IS RESTRICTED. SUCH MEMBERSHIP RIGHTS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED BY COMPANY AS HAVING ACQUIRED ANY SUCH MEMBERSHIP RIGHTS FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH MEMBERSHIP RIGHTS SHALL THEN BE IN EFFECT AND SUCH SALE, ASSIGNMENT, OR TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER, AND (3) THE TERMS AND CONDITIONS OF THIS COMPANY AGREEMENT HAVE BEEN SATISFIED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER.

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT ARE SUBJECT TO FURTHER RESTRICTIONS AS TO THEIR SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THIS COMPANY AGREEMENT AND AGREED TO BY THE MEMBER. SUCH RESTRICTIONS PROVIDE, AMONG OTHER THINGS, THAT NO MEMBERSHIP RIGHT MAY BE TRANSFERRED WITHOUT FIRST OBTAINING THE CONSENT OF COMPANY'S SOLE MEMBER, AND THAT NO VENDEE, TRANSFEREE, ASSIGNEE, OR ENDORSEE OF A MEMBER SHALL HAVE THE RIGHT TO BECOME A SUBSTITUTED MEMBER WITHOUT FIRST OBTAINING THE CONSENT OF COMPANY'S SOLE MEMBER.

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EXHIBIT A	Glossary of Terms
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MCC UTILITIES, LLC
a Texas limited liability company

COMPANY AGREEMENT

This COMPANY AGREEMENT (“Agreement”) is made and entered into and shall be effective as of March 21, 2017, for good and valuable consideration, by the Member on the following terms and conditions:

ARTICLE 1
ORGANIZATION

Section 1.1 GENERAL. Company has been organized as a limited liability company under the TBOC pursuant to the filing of the Certificate with the Secretary of State of the State of Texas. The Member hereby subscribes to and adopts this Agreement for purposes of setting forth the terms and conditions pursuant to which Company will be organized and operated from and after the Effective Date. Except as expressly provided to the contrary in this Agreement, the rights, duties, status and liabilities of the Member, and the formation, administration, dissolution, and continuation or termination of Company, shall be as provided in the TBOC.

Section 1.2 NAME. The name of Company is “MCC Utilities, LLC” and all Company business must be conducted in that name or such other names that comply with Law as the Member may select from time to time.

Section 1.3 PURPOSE AND POWERS. The purposes of Company are to (a) acquire, buy, manage, protect, conserve, sell, dispose of, and/or otherwise deal (directly or indirectly) with any and all Company Property; (b) conduct such activities as may be necessary or appropriate in connection with the foregoing, and (c) transact any and all lawful business for which a limited liability company may be organized under the TBOC. Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental, or convenient to or in furtherance of the purposes of Company, and shall have, without limitation, any and all powers that may be exercised on behalf of Company by the Board of Managers pursuant to this Agreement.

Section 1.4 TAX STATUS. Company is a single-member limited liability company. Notwithstanding anything in this Agreement or Company’s other organizational documents to the contrary, Company’s existence separate from its owner shall, solely for U.S. federal income tax purposes, be disregarded in accordance with the Regulations promulgated under Code Section 7701 for so long as Company qualifies for such “disregarded entity” status. Accordingly, during such period, profits, losses, and other federal income tax items shall be reported directly by the Person that constitutes Company’s single owner under and for purposes of such Regulations. If at any time Company’s separate existence from its owners is not disregarded under such Regulations, profits, losses, and other federal income tax items shall be reported for federal income tax purposes in accordance with Company’s then applicable entity classification status under the Code.

Section 1.5 PRINCIPAL OFFICE. The principal office of Company in the United States shall be at such place as the Board of Managers may designate, which need not be in the State of Texas, and Company shall maintain records there as required by the TBOC. Company may have such other offices as the Board of Managers may designate.

Section 1.6 FILINGS. The Board of Managers shall take any and all actions, including without limitation, the filing of amendments to the Certificate or new certificates, necessary to perfect and maintain the status of Company as a limited liability company under the Laws of the State of Texas. The Board of Managers shall cause amendments to the Certificate to be filed whenever required by the TBOC. Such amendments may be executed by any Officer designated by the Board of Managers. Upon the dissolution and completion of the winding up and liquidation of Company, any Officer designated by the Board of Managers shall promptly execute and cause to be filed any certificates of cancellation or dissolution in accordance with the TBOC and the Laws of any other states or jurisdictions in which Company has filed certificates.

Section 1.7 PERIOD OF EXISTENCE. Company's existence shall be perpetual unless and until a Termination Event occurs and continue until the winding up and termination of Company and its business is completed pursuant to the requirements of this Agreement and the TBOC.

Section 1.8 WINDING UP AND TERMINATION.

1.8.1 Termination Events. Company shall commence winding up upon the first to occur of any of the following (each, a "Termination Event"): (a) the affirmative vote of the Member to wind up and terminate Company; (b) a judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the business of Company; or (c) the occurrence of any event that requires dissolution of Company pursuant to any provision of the TBOC or this Agreement. Notwithstanding any provision of the TBOC to the contrary, Company shall not dissolve prior to the occurrence of a Termination Event.

1.8.2 Winding Up. Upon the occurrence of a Termination Event, Company shall continue solely for the purposes of winding up its affairs in an orderly manner in accordance with the requirements of the TBOC; provided, however, that all covenants and agreements contained in this Agreement shall continue to be fully binding upon the Member until such time as Company has completed the winding up of its affairs pursuant to the TBOC.

ARTICLE 2 MEMBERS

Section 2.1 ONE CLASS OF MEMBERS. There shall be one class of members. The ownership interests held by the Member shall be represented by Units issued pursuant to Article 5.

Section 2.2 SINGLE MEMBER. Company has been organized as a single-member limited liability company. Company's sole Member is Nantucket Housing, LLC, a Texas limited liability company. The affirmative vote of the Member, or the authorized representative of the Member, shall constitute the act of the Member.

Section 2.3 SPECIAL VOTE REQUIREMENTS. Approval for the following items shall require the affirmative vote of the sole Member: (a) the election or removal of Managers; (b) authorizing the creation of a series of Units; (c) authorizing a change in the number of Managers comprising the Board of Managers; (d) authorizing the dissolution and winding up of Company; (e) the admission of any additional or substitute Members; (f) authorizing any amendment to the Certificate or this Agreement; (g) authorizing the voluntary bankruptcy of Company; (h) the sale of all or substantially all of the assets of Company; or (i) authorizing the approval of any merger, consolidation or other form of reorganization of Company, or entering into any plan of merger, consolidation, conversion, or reorganization of Company.

Section 2.4 NO MEMBER LIABILITY. The Member shall not be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of Company. The Member shall be liable only to make its capital contribution, and shall not be required to lend any funds to Company, or to make any additional contributions, assessments or payments to Company.

ARTICLE 3 BOARD OF MANAGERS

Section 3.1 GENERAL POWERS. The business and affairs of Company shall be managed by its Board of Managers. The Board of Managers may exercise all of the powers of Company consistent with the Certificate, this Agreement, the TBOC, and applicable Law.

Section 3.2 LIMITATIONS ON POWER. Notwithstanding any other provisions of this Agreement, the Board of Managers shall not have authority under this Agreement to cause Company to take any action or engage in any transaction for which the vote, consent, or approval of the Member is expressly required by the Certificate, this Agreement, or applicable Law, without first obtaining the requisite vote, consent or approval. In this regard, the Board of Managers shall not cause Company to take the actions identified in Section 2.3 without first obtaining the vote, consent or approval of the Member.

Section 3.3 NUMBER. The number of Managers of Company shall be one (1), or such other number, not less than one (1), as may be specified in an amendment to this provision of this Agreement; provided, however, that a decrease in the number of Managers shall not have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Texas or a member of Company.

Section 3.4 TENURE; REMOVAL. The sole member of the Board of Managers as of the Effective Date shall be H. Chris Richardson. Each Manager shall be appointed by and serve at the discretion of the Member, and thus shall hold office until his, her or its successor shall have been duly elected and qualified. Any Manager may be removed at any time, with or without cause, by the Member.

Section 3.5 REGULAR MEETINGS. A regular meeting of the Board of Managers may be held as determined by the Board of Managers.

Section 3.6 SPECIAL MEETINGS. Special meetings of the Board of Managers may be called, with or without notice, by or at the request of any Manager. Special meetings of the Board of Managers may be held at any time and place within or without the State of Texas specified by the Person calling the meeting.

Section 3.7 NOTICE OF SPECIAL MEETINGS. When a special meeting of the Board of Managers is called pursuant to Section 3.6, with notice, such notice shall be delivered to each Manager not less than one (1) nor more than sixty (60) Days before the date of the special meeting to each Manager of record entitled to vote at such meeting. The purpose for the special meeting shall be set forth in the notice. Any proper matter may be presented for consideration at the special meeting, even though the matter is not described in the notice for the special meeting.

Section 3.8 QUORUM AND ADJOURNMENT. A majority of the votes as provided in Section 3.9 shall constitute a quorum for the transaction of business at any meeting of the Board of Managers, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

Section 3.9 VOTING AND MANNER OF ACTING. Each Manager shall have one (1) vote with respect to any matter coming before the Board of Managers. Except as otherwise provided by the Certificate, this Agreement, or applicable Law, the affirmative vote of the members of the Board of Managers holding a majority of the votes available to be cast at a meeting at which a quorum is present shall constitute the act of the Board of Managers.

Section 3.10 PRESUMPTION OF ASSENT. A Manager who is present at a meeting of the Board of Managers shall be presumed to have assented to any action taken at the meeting unless the Manager's dissent shall be entered in the minutes of the meeting or unless he or she shall file his or written dissent to such action with the secretary of the meeting before adjournment thereof or shall forward his, her or its dissent by certified mail to Company within three (3) Business Days after adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

Section 3.11 OFFICERS. Company shall have such Officers, with such titles, responsibilities, and authority, as the Board of Managers may determine in its Sole Discretion from time to time. Any such Officers shall be elected or appointed by the Board of Managers, and shall serve at the discretion of the Board of Managers for such term as the Board of Managers may determine from time to time.

ARTICLE 4

LIABILITY LIMITATION, INDEMNIFICATION AND INSURANCE

Section 4.1 LIMITATION OF LIABILITY. A Manager or an Officer shall be liable to Company and the Member for acts or omissions in the management of Company only in the case of gross negligence, willful misconduct or breach of this Agreement by such Manager or Officer; provided, however, THAT A MANAGER OR AN OFFICER SHALL NOT BE LIABLE TO COMPANY OR ANY MEMBER FOR ANY OTHER ACTS OR OMISSIONS, INCLUDING ANY ACTS OR OMISSIONS CONSTITUTING OR INVOLVING

NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY (SHORT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT) BY OR OF SUCH MANAGER OR OFFICER. Except for the duties expressly set forth in this Agreement, a Manager or an Officer shall not be subject to any duties (including fiduciary duties) with respect to the management of Company. If the applicable Law is hereafter amended to authorize the further elimination or limitation of the liability of a manager or an officer of a limited liability company, then the liability of a Manager or an Officer shall be limited to the fullest extent permitted by the applicable Law as so amended. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any Manager or Officer hereunder for or with respect to any acts or omissions of the Manager or Officer occurring prior to such amendment, modification or repeal.

Section 4.2 INDEMNIFICATION. Company shall, to the fullest extent now or hereafter permitted and in the manner provided under applicable Law, including Chapter 8 of the TBOC (or the corresponding provision of any subsequent Law), as amended, indemnify, defend, protect, and hold harmless each past or present Manager, Officer, Member, and, to the extent determined by the Board of Managers from time to time, employee or other agent or representative (collectively, the "Indemnified Parties"; and each an "Indemnified Party"), from and against all actions, suits, or proceedings, and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses (including court costs and reasonable attorneys' fees), arising out of the management of Company or such Person's service or status as a Manager, Officer, employee, Member, agent, or representative. THE INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS SECTION 4.2 ARE INTENDED TO BE ENFORCEABLE AGAINST COMPANY AND THE MEMBER IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR RULE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNIFICATION OBLIGATIONS BECAUSE OF THE SIMPLE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. ACCORDINGLY THE INDEMNIFICATION PROVIDED HEREUNDER SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR RESPONSIBILITY BY AN INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT THE INDEMNIFICATION PROVIDED HEREUNDER SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT BY AN INDEMNIFIED PARTY. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any Manager, Officer, employee, Member, agent or representative of Company hereunder for or with respect to any acts or omissions of the Manager, Officer, employee, Member, agent, or representative occurring prior to such amendment, modification or repeal.

4.2.1 Advance Payment. Company shall pay or reimburse, in advance of the final disposition of any applicable proceeding, reasonable expenses incurred by an Indemnified Party to the fullest extent now or hereafter permitted by the TBOC (or the corresponding provision of any subsequent Law), as amended.

4.2.2 Rights Cumulative. The right to indemnification and the advance payment or reimbursement of expenses conferred in this Section 4.2 shall be cumulative of, and in addition to, any and all other rights, remedies and resources to which the Indemnified Parties are entitled at Law or in equity.

Section 4.3 INSURANCE. To the fullest extent permitted by the TBOC, and with limits and at a cost acceptable to the Board of Managers, Company may purchase and maintain, at its own expense, insurance to protect itself and any Person who is a Manager or who is serving as an Officer, employee, or agent of Company, or is or was serving at the request of Company as a manager, director, partner, officer, venturer, proprietor, trustee, employee, agent or other similar functionary of another domestic or foreign entity or enterprise against any claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses whether or not Company would have the power to indemnify such Person against such amounts under this Article 4.

ARTICLE 5 ISSUANCE AND TRANSFER OF UNITS

Section 5.1 AUTHORIZED UNITS. Company is authorized to issue 1,000 Units.

Section 5.2 OWNERSHIP OF UNITS. Pursuant to Section 2.2, as of the Effective Date, 1,000 Units, constituting all issued and outstanding Units, are held by Company's sole Member. The Member shall make an initial capital contribution in the amount of \$1,000.00 in consideration for the issuance of such Units.

Section 5.3 CERTIFICATES FOR UNITS. All Units shall initially be uncertificated. Ownership certificates representing Units shall be issued from time to time as the Board of Managers may determine is necessary or appropriate, and shall be in such form that is consistent with the requirements of Law and the Certificate, as the Board of Managers determines from time to time. All such certificates shall be consecutively numbered or otherwise identified. The name and address of the Person to whom the Units represented thereby are issued, with the number of Units and date of issue, shall be entered on the Unit transfer books of Company. All certificates surrendered to Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of Units shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and the Member providing such indemnity to Company as the Board of Managers may prescribe.

Section 5.4 TRANSFERS OF UNITS. A Transfer of Units shall be made only on the Unit transfer books of Company, by the holder of record thereof, or by the holder of record's legal representative or attorney-in-fact authorized by power of attorney (or such other evidence of authority as may be appropriate) duly executed and filed with Company, and upon surrender for cancellation of the certificate representing such Units. Except as otherwise specifically provided in this Agreement, the Person in whose name Units stand on the books of Company shall be deemed by Company to be the owner thereof for all purposes.

ARTICLE 6 FINANCIAL MATTERS; BOOKS AND RECORDS

Section 6.1 DISTRIBUTIONS OF NET CASH FLOW. Except as otherwise provided in this Agreement, Net Cash Flow, if any, shall be distributed from time to time as the Board of Managers determines to the Member.

Section 6.2 MAINTENANCE OF BOOKS AND RECORDS. Company shall maintain at its principal place of business a minute book and separate books of account for Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of Company and the operation of Company business in accordance with this Agreement.

Section 6.3 ACCESS TO BOOKS AND RECORDS. The Member, or any agents or representatives of the Member, at the Member's own expense, may examine, copy and audit the books and records of Company and make copies of and abstracts from the financial and operating records and books of account of Company, and discuss the affairs, finances and accounts of Company with the independent accountants of Company, all at such reasonable times and as often as the Member or any agents or representatives of the Member may reasonably request. The rights granted to the Member pursuant to this Section 6.3 are expressly subject to compliance by the Member with the confidentiality procedures and guidelines of Company, as such procedures and guidelines may be established from time to time.

Section 6.4 FISCAL YEAR. Company's fiscal year may be changed from time to time by resolution of the Board of Managers. Unless otherwise designated by the Board of Managers, Company's fiscal year shall end on December 31 of each year.

Section 6.5 TAX RETURNS. Company shall furnish the Member with such items as may be required under and in accordance with applicable tax Law. Upon written request by the Member, Company also shall either allow the Member an opportunity to review, or furnish to the Member a copy of, the income tax returns filed by Company, together with any schedules and other information that are relevant to the Member's own tax affairs.

Section 6.6 BANKING. All funds of Company shall be deposited in Company's name, in such account or accounts with such financial institutions as may be approved by the Board of Managers from time to time. Withdrawals of funds from Company accounts shall be made on such signature or signatures as the Board of Managers may approve from time to time.

ARTICLE 7 MISCELLANEOUS

Section 7.1 AMENDMENTS. This Agreement may be amended by the sole Member at any time.

Section 7.2 ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 7.3 NOTICES. All notices, requests, demands, claims, and other communications pertaining to this Agreement (“Notices”) must be in writing, must be sent to the addressee at the address set forth in this Section 7.3, or at such other address as the addressee has designated by a Notice given in the manner set forth in this Section 7.3, and must be sent by (a) courier, hand or overnight express, or (b) prepaid, certified U.S. mail. Notices will be deemed given when delivered and receipted for (or when attempted delivery is refused at the address where sent), or, with regard to Notices sent via prepaid, certified U.S. mail, at the time indicated on the certificate of mailing properly obtained from the U.S. Post Office; provided, however, that Notices received or delivered after 5:00 p.m. any Business Day and before 8:59 a.m. the next Business Day, local time of the destination address, will be deemed given at 9:00 a.m. on the next such Business Day. The addresses for Notices are as follows:

Company: 4001 W. Sam Houston Parkway N, Suite 100
Houston, Texas 77043

Member: To the address set forth on the signature page hereof.

Section 7.4 BINDING EFFECT. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member and the Member’s legal representatives, successors, transferees, and assigns.

Section 7.5 DEFINITIONS AND ADDITIONAL RULES. For purposes of this Agreement, the terms set forth in Exhibit A to this Agreement shall have the meanings specified in Exhibit A to this Agreement. For purposes of this Agreement, unless the context shall require otherwise: (a) words importing the singular number or plural number shall include the plural number and singular number respectively; (b) words importing the masculine gender shall include the feminine and neuter genders and vice versa; (c) reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation”; (d) reference to “herein,” “hereby” or “hereunder,” or any similar formulation, shall be deemed to refer to this Agreement as a whole, including all Exhibits to this Agreement; (e) references to “Articles” and “Sections” are to Articles and Sections of this Agreement; and (f) references to “Exhibits” are to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes.

Section 7.6 HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 7.7 SEVERABILITY. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 7.8 FURTHER ACTION. The Member agrees to perform all further acts and execute, acknowledge, and deliver any further instruments or documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement, and to take such other action, as the Board of Managers determines is necessary, useful or appropriate to

comply with any Laws, rules or regulations or enable Company to fulfill its responsibilities under this Agreement.

Section 7.9 INCORPORATION BY REFERENCE. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

Section 7.10 SIGNATURES. This Agreement shall be considered executed and delivered by the Member upon delivery of an original facsimile copy, or electronic (including portable document format) signature of an authorized representative of the Member.

Section 7.11 GOVERNING LAW & VENUE. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION OF THE RIGHTS AND DUTIES ARISING HEREUNDER, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE VENUE FOR RESOLVING ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE HARRIS COUNTY, TEXAS.

[SIGNATURE PAGE ATTACHED]

SIGNATURE PAGE

Attached to and made a part of the
MCC UTILITIES, LLC
COMPANY AGREEMENT

dated effective as of March 21, 2017

IN WITNESS WHEREOF, the parties have entered into this Company Agreement as of
the date first above set forth.

SOLE MEMBER:

NANTUCKET HOUSING, LLC

By: 

Name: H. Chris Richardson

Title: President

Address for Notice:

4001 W. Sam Houston Parkway N, Suite 100
Houston, Texas 77043

EXHIBIT A

MCC UTILITIES, LLC COMPANY AGREEMENT

DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

“Agreement” has the meaning set forth in the introductory paragraph.

“Board of Managers” and “Board” shall consist of all Managers of Company and shall be as described in this Agreement, including Article 3.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

“Certificate” means the Certificate of Formation accepted for filing by the Secretary of State of the State of Texas on March 21, 2017 for purposes of organizing Company.

“Code” means the Internal Revenue Code of 1986, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law).

“Company” means MCC Utilities, LLC, the Texas limited liability company organized pursuant to the terms and conditions of the Certificate and this Agreement.

“Day” means a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the first succeeding Business Day.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Indemnified Parties” and “Indemnified Party” shall have the meaning set forth in Section 4.2.

“Interest” means a Person’s share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, Company.

“Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of any governmental authority (including the TBOC and the Code).

“Manager” means any Person properly serving on the Board of Managers from time to time pursuant to Article 3.

“Member” means any Person executing this Agreement as a member or hereafter admitted to Company as a member as provided in this Agreement, but such term does not

include any Person who has ceased to be a member in Company. All references in this Agreement to Member shall mean the member identified in Section 2.2.

“Membership Rights” means with respect to the Member, (a) the Member’s status as a Member; (b) that Member’s Units and Interest; (c) all other rights, benefits and privileges enjoyed by that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including that Member’s rights to vote, consent and approve and otherwise to participate in the management of Company; and (d) all obligations, duties and liabilities imposed on that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including any obligations to make capital contributions.

“Net Cash Flow” means all cash funds of Company derived from any source (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments (including loans made to Company by the Member), capital improvements, and replacements as determined by the Board of Managers in its Sole Discretion.

“Notices” has the meaning set forth in Section 7.3.

“Officer” means any Person designated and properly serving as an officer of Company pursuant to Section 3.10 at the time in question.

“Person” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, or other entity.

“Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Regulations shall include any corresponding provision(s) of succeeding, similar substitute, proposed or final Regulations.

“Sole Discretion” means with respect to any Person, that Person’s sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate.

“TBOC” means the Texas Business Organizations Code, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law), including applicable provisions of the Texas Limited Liability Company Law.

“Termination Event” has the meaning set forth in Section 1.8.1.

“Transfer” means, as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, assignment, gift, pledge, hypothecation, encumbrance or other disposition and, as a verb, voluntarily or involuntarily, directly or indirectly, to transfer, sell, assign, give, pledge, hypothecate, encumber or otherwise dispose of an item. With respect to Membership Rights, the term Transfer shall refer to all or any part of the beneficial ownership of, the voting power associated with, or any other right, power, or interest in, the Membership Rights.

“Unit” means units representing the entire ownership interest and rights of a Member in Company at any particular time as a Member, including all Membership Rights held by the

Member and the right of the Member to any and all rights and benefits to which a Member is entitled pursuant to the terms of this Agreement.

[END OF EXHIBIT A]

MCC UTILITIES, LLC
CONSENT ACTION
OF
THE BOARD OF MANAGERS
IN LIEU OF ORGANIZATIONAL MEETING

Pursuant to Sections 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole member of the board of managers (the "Board") of MCC Utilities, LLC, a Texas limited liability company ("Company"), as named in the certificate of formation of Company, by the execution of this written consent (this "Consent"), hereby approves, consents to and adopts the following resolutions and actions therein authorized as the act of the Board by written consent, effective as of March 21, 2017 (the "Effective Date"), such approval, consent, and adoption to have the same force and effect as if a meeting of the Board had been duly called and held:

1. Approval of the Certificate of Formation.

RESOLVED, that (a) the certificate of formation for Company approved by and filed in the office of the Secretary of State of the State of Texas on March 21, 2017 (the "Certificate of Formation"), be, and hereby is approved and adopted; and (b) the Secretary of Company is instructed to file in Company's permanent records a certified copy of the Certificate of Formation.

2. Election of Company Officers.

RESOLVED, that (a) Company shall have the following officer positions: (i) President and (ii) Secretary; (b) each officer shall have such rights and perform such duties as customarily associated with his or her officer position; (c) any two or more offices may be held by the same person; (d) if any two or more offices are held by the same person, such person shall be entitled to exercise the rights and duties of each such office as set forth hereinafter; (e) if the holder of two or more offices is required to sign any documents, instruments, certificates, agreements, or any other documents on Company's behalf, then the signature of such person in any one of his or her capacities shall be sufficient to bind Company; (f) officers shall be elected whenever, in the best judgment of the Board, the best interests of Company would be served thereby; (g) each officer shall hold office until his or her death, resignation or removal, or until his or her successor shall have been duly elected and shall have qualified; and (h) any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of Company would be served thereby.

RESOLVED, that the following person be, and hereby is, elected to the offices set forth opposite his name, and shall occupy such offices until the next meeting of the Board, or until his successor shall be duly elected, unless he shall sooner die, resign or be removed, in accordance with the company agreement for Company:

Name

Office

H. Chris Richardson

President and Secretary

3. Designation of Depository for Company Funds.

RESOLVED, that (a) Company open one or more bank accounts in banks determined by the President, and each other officer and representative of Company acting at the direction of the President (collectively, together with the President, the "Officers"); (b) funds of Company be deposited in and withdrawn from such accounts for any and all Company purposes upon the signatures of the President and such other Officers of Company as the President shall determine; and (c) the appropriate Officers of Company be, and each hereby is, authorized and directed to open such additional bank and other accounts as the President, in his discretion, may deem necessary or appropriate from time to time.

4. Qualification in Other Jurisdictions.

RESOLVED, that (a) in any jurisdiction in which the President has determined that it is necessary or appropriate for Company to qualify to do business, the appropriate Officers of Company be, and each hereby is, authorized, empowered and directed on behalf of Company to execute, deliver, make and file such certificates, reports or other instruments as may be required by applicable law to be filed for that purpose; and (b) the appropriate Officers of Company be, and each hereby is, authorized to pay all fees and expenses incident to and necessary for the qualification of Company to do business in any state or foreign country.

5. General Authority and Ratification.

RESOLVED, that each Officer be, and hereby is, authorized, empowered and directed, for, in the name and on behalf of Company to take such steps, to perform all such acts and things, and to prepare, execute, swear to, acknowledge, certify, deliver, and file and/or record with appropriate governmental authorities or other persons any and all agreements, documents, or instruments that may by law be, or that such Officer and/or legal counsel to Company determines to be, necessary, convenient or appropriate to effectuate the purposes and intents of the foregoing resolutions, such necessity, convenience or appropriateness to be conclusively evidenced by the taking or performance of any of the foregoing steps, acts and things, executions, filings and/or recordings.

RESOLVED, that any lawful act heretofore taken by Company, its managers, Officers, employees, and agents in connection with the matters contemplated in the foregoing resolutions be, and each hereby is, in all respects approved, adopted, ratified and confirmed as an act of Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board, hereby executes this Consent as of the Effective Date.

MANAGER:



H. CHRIS RICHARDSON

NANTUCKET HOUSING, LLC
CONSENT ACTION
OF
THE SOLE MANAGER

Pursuant to Sections 6.201 of the Texas Business Organizations Code, as amended, the undersigned, being the sole manager (the "Manager") of Nantucket Housing, LLC, a Texas limited liability company ("Company"), by the execution of this written consent (this "Consent"), hereby approves, consents to and adopts the following resolutions and actions therein authorized as the act of the Manager by written consent, effective as of March 21, 2017 (the "Effective Date"), such approval, consent, and adoption to have the same force and effect as if a meeting of the Manager had been duly called and held:

1. Formation of Subsidiary.

WHEREAS, the Manager has previously reviewed and inspected a copy of that certain Certificate of Formation ("Certificate") of MCC Utilities, LLC, a Texas limited liability company ("Subsidiary"), filed with the Secretary of State of the State of Texas on March 21, 2017 for purposes of forming Subsidiary as a wholly-owned subsidiary of Company;

WHEREAS, the Manager has previously reviewed and inspected a copy of that certain proposed Company Agreement of Subsidiary to be entered into by Company effective as of March 21, 2017 ("Company Agreement");

WHEREAS, H. Chris Richardson ("Mr. Richardson") executed and delivered the Certificate as organizer for purposes of organizing the Subsidiary;

WHEREAS, the Manager has determined that it is desirable and in the best interest of Company and its members to (a) ratify any and all lawful actions taken by Mr. Richardson in connection with the formation of Subsidiary, including execution and delivery of the Certificate; and (b) authorize the chief executive officer of Company and each other officer and representative of Company acting at the direction of the chief executive officer of Company (collectively, together with the chief executive officer of Company, the "Officers"), to take such other and further action as such Officers shall deem necessary or desirable in connection with the formation of Subsidiary;

NOW, THEREFORE, BE IT:

RESOLVED, that (a) the form, terms and provisions of the Certificate, as reviewed by the Manager be, and hereby are, in all respects approved, adopted, ratified, and confirmed, and (b) any and all lawful acts heretofore taken by Mr.

Richardson with respect to the Certificate, be, and hereby are, expressly ratified and confirmed as acts and deeds of Company.

RESOLVED, that (a) the form, terms and provisions of the Company Agreement be, and hereby are, approved, adopted, ratified and confirmed in all respects; and (b) each Officer be, and hereby is, authorized, empowered, and directed to execute and deliver the Company Agreement for, on behalf and as the act and deed of, Company, with such changes therein as such Officers may approve, such approval to be conclusively evidenced by the execution of the Company Agreement by such Officers.

RESOLVED, that each Officer be, and hereby is, authorized, empowered and directed, for, on behalf and as the act and deed of Company, to take such other and further action in connection with the formation of Subsidiary and the Company Agreement as such Officer shall deem to be necessary or appropriate.

RESOLVED, that any lawful act heretofore taken by Company and its Officers in connection with the formation of Subsidiary and the Company Agreement be, and each hereby is, in all respects approved, adopted, ratified and confirmed as an act and deed of Company.

2. General Authority and Ratification

RESOLVED, that each Officer be, and hereby is, authorized, empowered and directed, for, in the name and on behalf of, Company, to take such steps, to perform all such acts and things, and to prepare, execute, swear to, acknowledge, certify, deliver, and file and/or record with appropriate governmental authorities or other persons any and all agreements, documents, or instruments that may by law be, or that such Officer and/or legal counsel to Company determines to be, necessary, convenient or appropriate to effectuate the purposes and intents of the foregoing resolutions, such necessity, convenience or appropriateness to be conclusively evidenced by the taking or performance of any of the foregoing steps, acts and things, executions, filings and/or recordings.

RESOLVED, that any lawful act heretofore taken by Company, its managers, Officers, employees, and agents in connection with the matters contemplated in the foregoing resolutions be, and each hereby is, in all respects approved, adopted, ratified and confirmed as an act of Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23 day of March, 2017, effective as of March 21, 2017.

MANAGER:



H. CHRIS RICHARDSON

MANAGER CONSENT ACTION
NANTUCKET HOUSING, LLC

ATTACHMENT “C”
PERMITS

MCC UTILITIES, LLC

HARRIS COUNTY ENGINEERING DEPARTMENT - PERMIT GROUP

REGULATIONS OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT DEVELOPMENT PERMIT

STATE OF TEXAS }
COUNTY OF HARRIS }

DATE: 10/27/15
PERMIT NUMBER: 1-0477759-9

This CLASS I permit is issued to MEADOWS AT CYPRESS CREEK WWTP pursuant to Regulations of Harris County, Texas, for Flood Plain Management. This permit is not transferable and is effective immediately. Construction must be started within 180 days of the date the permit is issued or the permit shall be null and void. Upon written request, two six-month extensions may be obtained. However, if construction has not started at the time a revision occurs in the Flood Insurance Rate Map (FIRM), this permit is void and a new permit must be obtained.

Harris County has not examined title to the site designated in this Permit nor has Harris County determined whether the construction described in this Permit is in violation of, or contrary to any deed restrictions or covenants applicable to said site. The determination that the work to be performed is not in violation of any deed restrictions or applicable covenants shall be the responsibility of the permittee.

This permit authorizes the permittee to develop the following described property in Harris County, Texas in strict accordance with the plans for development filed with the Application for this Permit.

SECTION 00
SUBDIVISION - MEADOWS AT CYPRESS CREEK
12322 HUFFMEISTER RD

COM PH II (FILL, DET, UTIL, PAV, UNENC STRUCTURES)

Work must not start until the permit issued herewith is posted at the building site. THE PERMITTEE MUST NOTIFY THE COUNTY ENGINEER WHENEVER WORK IS READY FOR THE INSPECTIONS REQUIRED BY THESE REGULATIONS. FAILURE TO COMPLY WITH THE REGULATIONS OF HARRIS COUNTY AND THE TERMS OF THIS PERMIT WILL RESULT IN LEGAL ACTION. Changes from the plans and specifications on file with the County Engineer must be approved by the County Engineer. The granting of this permit does not imply that the development can be insured by the Federal Flood Insurance Administration or that the development will be free from flooding.

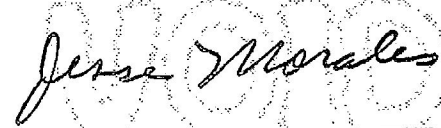
The County Engineer may make scheduled or unscheduled inspections of the work in progress. Any work which does not comply with the plans and specifications filed with the application must be corrected or this Permit will be suspended or revoked.

THE JOBSITE COPY OF THIS PERMIT MUST BE POSTED IN A LOCATION PROTECTED FROM THE WEATHER AND SECURE FROM VANDALISM, AND KEPT POSTED UNTIL THE WORK IS COMPLETED. A SET OF APPROVED PLANS SUBMITTED WITH THE APPLICATION FOR THIS PERMIT MUST BE KEPT ON THE JOBSITE. NO REFUND IS ALLOWED ON EXPIRED, VOID OR CANCELED PERMITS, OR FOR INSPECTIONS THAT MAY HAVE BEEN CONDUCTED.

REPORT ALL VIOLATIONS TO COUNTY ENGINEER, AT (713) 956-3000.

<http://hcpid.org/permits/>

ADDENDUM ATTACHED


Permit Manager

PERMITTEE COPY

HARRIS COUNTY ENGINEERING DEPARTMENT - PERMIT GROUP

REGULATIONS OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT DEVELOPMENT PERMIT

STATE OF TEXAS }
COUNTY OF HARRIS }

DATE: 10/27/15
PERMIT NUMBER: 1-0477759-9

ADDENDUM

SECTION 00
SUBDIVISION - MEADOWS AT CYPRESS CREEK
12322 HUFFMEISTER RD
COM PH II (FILL, DET, UTIL, PAV, UNENC STRUCTURES)

REQUIRED INSPECTIONS

FINAL INSPECTION (NO FEE)

SPECIAL REQUIREMENTS

DEVELOPMENT TO BE COMPLETED IN ACCORDANCE W/ PLANS SUBMITTED
PERMIT ISSUED WITH FLOOD CONTROL DIST. APPROVAL & CONDITIONS
SCHEDULE INSPECTION(S) BY CALLING (713) 2 7 4 -3 8 0 0

Jerse Morales

Permit Manager

PERMITTEE COPY

HARRIS COUNTY ENGINEERING DEPARTMENT - PERMIT GROUP

REGULATIONS OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT DEVELOPMENT PERMIT

STATE OF TEXAS }
COUNTY OF HARRIS }

DATE: 10/27/15
PERMIT NUMBER: 1-0477760-7

This CLASS I permit is issued to MEADOWS AT CYPRESS CREEK WATER, pursuant to Regulations of Harris County, Texas, for Flood Plain Management. This permit is not transferable and is effective immediately. Construction must be started within 180 days of the date the permit is issued or the permit shall be null and void. Upon written request, two six-month extensions may be obtained. However, if construction has not started at the time a revision occurs in the Flood Insurance Rate Map (FIRM), this permit is void and a new permit must be obtained.

Harris County has not examined title to the site designated in this Permit nor has Harris County determined whether the construction described in this Permit is in violation of or contrary to any deed restrictions or covenants applicable to said site. The determination that the work to be performed is not in violation of any deed restrictions or applicable covenants shall be the responsibility of the permittee.

This permit authorizes the permittee to develop the following described property in Harris County, Texas in strict accordance with the plans for development filed with the Application for this Permit.

LOT A SECTION 00
SUBDIVISION - MEADOWS AT CYPRESS CREEK
12321 HUFFMEISTER RD

COM PH II (FILL, DET, UTIL, PAV, UNENC STRUCTURES)

Work must not start until the permit issued herewith is posted at the building site. THE PERMITTEE MUST NOTIFY THE COUNTY ENGINEER WHENEVER WORK IS READY FOR THE INSPECTIONS REQUIRED BY THESE REGULATIONS. FAILURE TO COMPLY WITH THE REGULATIONS OF HARRIS COUNTY AND THE TERMS OF THIS PERMIT WILL RESULT IN LEGAL ACTION. Changes from the plans and specifications on file with the County Engineer must be approved by the County Engineer. The granting of this permit does not imply that the development can be insured by the Federal Flood Insurance Administration or that the development will be free from flooding.

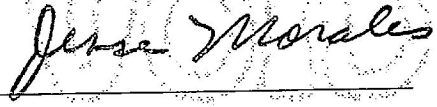
The County Engineer may make scheduled or unscheduled inspections of the work in progress. Any work which does not comply with the plans and specifications filed with the application must be corrected or this Permit will be suspended or revoked.

THE JOBSITE COPY OF THIS PERMIT MUST BE POSTED IN A LOCATION PROTECTED FROM THE WEATHER AND SECURE FROM VANDALISM, AND KEPT POSTED UNTIL THE WORK IS COMPLETED. A SET OF APPROVED PLANS SUBMITTED WITH THE APPLICATION FOR THIS PERMIT MUST BE KEPT ON THE JOBSITE. NO REFUND IS ALLOWED ON EXPIRED, VOID OR CANCELED PERMITS, OR FOR INSPECTIONS THAT MAY HAVE BEEN CONDUCTED.

REPORT ALL VIOLATIONS TO COUNTY ENGINEER, AT (713) 956-3000.

<http://hcpid.org/permits/>

ADDENDUM ATTACHED


Permit Manager

PERMITTEE COPY

HARRIS COUNTY ENGINEERING DEPARTMENT - PERMIT GROUP

REGULATIONS OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT DEVELOPMENT PERMIT

STATE OF TEXAS }
COUNTY OF HARRIS }

DATE: 10/27/15
PERMIT NUMBER: 1-0477760-7

ADDENDUM

LOT A SECTION 00
SUBDIVISION - MEADOWS AT CYPRESS CREEK
12321 HUFFMEISTER RD
COM PH II (FILL, DET, UTIL, PAV, UNENC STRUCTURES)

REQUIRED INSPECTIONS

FINAL INSPECTION (NO FEE)

SPECIAL REQUIREMENTS

DEVELOPMENT TO BE COMPLETED IN ACCORDANCE W/ PLANS SUBMITTED
PERMIT ISSUED WITH FLOOD CONTROL DIST. APPROVAL & CONDITIONS
SCHEDULE INSPECTION(S) BY CALLING (713) 2 7 4 -3 8 0 0

Jesse Morales

Permit Manager

PERMITTEE COPY

HARRIS COUNTY

**Public Infrastructure Department
Architecture & Engineering Division**

**10555 Northwest Freeway, Suite 120
Houston, Texas 77092
(713) 956-3000**

March 19, 2015

James W. Johnson, P.E.
Brown & Gay Engineers
10777 Westheimer, Suite 400
Houston, TX 77042

**RE: Wastewater Discharge from 12321 Huffmeister
Final Discharge of 0.055 MGD
Proposed discharge into Huffmeister roadside right-of-way**

Dear Mr. Johnson:

Harris County has received your application for discharge into a county roadside right-of-way at 12321 Huffmeister Road.

The Harris County waterway in which this plant ultimately discharges is impaired for bacteria (*E. coli*), and the plant is part of the TCEQ's Bacteria Implementation Plan project area. Therefore Harris County requests that discharges from the above referenced plant be monitored for bacteria (*E. coli*) with the other required parameters, and effluent limits are placed into the resulting permit in accordance with the *Implementation Plan for Seventy-Two Total Maximum Daily Loads for Bacteria in the Houston-Galveston Region* (adopted by TCEQ on January 30, 2013).

Please note that construction plans designed in accordance with Harris County's criteria and other adopted policies must be submitted for review to the Harris County Permits Office. The receiving roadside ditch or storm sewer's capacity will be reviewed at that time as a condition of receipt of a Harris County permit to construct.

Your application is being processed by the TCEQ and we have no objection at this time to a maximum daily average of 0.055 MGD discharge of treated wastewater into the Huffmeister Road right-of-way, as long as monitoring reports for bacteria (*E. coli*) and Draft Permit effluent limits, when received by TCEQ, are submitted to Harris County at: Harris County Pollution Control Services Department, Attn: Compliance Section, 101 South Richey, Suite H, Pasadena, TX 77506.

19 March 2015

If you should have any questions or need additional information, please contact me at dennis.pumilia@hcpid.org

Sincerely,



Dennis Pumilia, P.E.
Harris County Watershed Protection Group

DMP

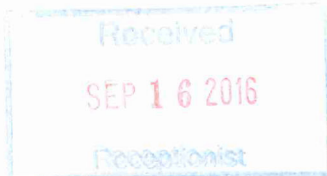
Attachment: Copy of Letter dated March 3, 2015

cc: Jesse Morales, HC Permits
Alisa Max, HC Permits
Gregg Kohnen, HC Permits
Raymond Beckford, HC Permits
Marc Barbe, HC Permits
Jennifer Wheeler, HC Pollution Control
Denise Hall, HC Pollution Control
Catherine Elliott, HC Flood Control District



Harris-Galveston Subsidence District

Serving the Gulf Coast Community Since 1975



September 14, 2016

Nantucket Housing, LLC
Attn: Matt Fuqua
C/O: Meadows at Cypress Creek
4001 E Sam Houston Parkway N, Suite 100
Houston, Texas 77043

Dear Permittee:

On Wednesday, September 14, 2016, the Board of Directors of the Subsidence District approved permits for Well No(s) : 13430

These permits were granted with the following provision(s) :

This permit is **exempt** from disincentive permit fees based on and subject to the permittee's continued compliance with the requirements and provisions outlined in its groundwater reduction plan certified by the Board of Directors on October 14, 2015. The permittee shall timely achieve the implementation actions, milestones, and other requirements set forth in its groundwater reduction plan. Any change in the plan with respect to the amount or source of alternate water or in the timing of reduction of groundwater shall be filed with the District for its approval in the form of an amendment to the GRP. The permittee shall submit any required progress reports in a form that adequately addresses the projects that have been undertaken to timely reduce its use of groundwater in accordance with its GRP.

Within sixty days of the beginning of the permit term, the permittee shall furnish the District with **proof** that the **meter is installed** according to the manufacturers specifications or a certified affidavit confirming the accuracy of the water meter in accordance with Rule 8.5 of the Rules of the District.

Should you have any questions please call 281-486-1105 and reference this Board Action letter and your well number.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Fuqua".



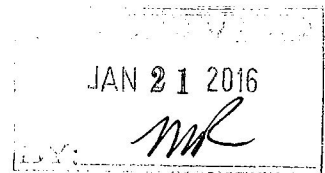
WATER WELL PERMIT

Harris-Galveston Subsidence District

1660 West Bay Area Blvd.

Friendswood, Texas 77546-2640

Phone: (281) 486-1105 Fax: (281) 218-3700



I. PERMITTEE : Nantucket Housing, LLC

Attn: Mr. Chris Richardson

C/O:

1980 Post Oak Boulevard Suite 1380

Houston, Texas 77056

PERMIT NO. : 182258

II. LOCATION OF WELL :

LATITUDE 29° 57' 16"

LONGITUDE 95° 38' 4"

III. WELL NO. : 13503

Well Owner: Nantucket Housing, LLC

The authorized withdrawal below is the TOTAL COMBINED amount that may be withdrawn from the following wells:

13503, 13430

IV. PERMIT TERM : November 16, 2015 **THROUGH** August 31, 2016

V. AUTHORIZED WITHDRAWAL:

Only that which is required without being wasteful during the permit term, but not to exceed 4.4 million gallons (combined total for all wells listed above).

Any pumpage in excess of the amount authorized in this permit is a violation of the District's rules. Applications for an amendment to increase authorized withdrawal must be submitted prior to exceeding the permitted amount.

VI. SPECIAL PROVISIONS :

M

SUBJECT TO CONDITIONS AND REQUIREMENTS ON ATTACHED PAGE

APPROVED THIS 13th DAY OF January, 2016

Harris-Galveston Subsidence District

BY:

General Manager

PROVISIONS FOR PERMIT # 182258

- M Within sixty days of the beginning of the permit term, the permittee shall furnish the District with **proof** that the **meter is installed** according to the manufacturers specifications or a certified affidavit confirming the accuracy of the water meter in accordance with Rule 8.5 of the Rules of the District.

CONDITIONS AND REQUIREMENTS

- a. This permit is granted in accordance with the provisions of Chapter 8801, and the rules and orders of the District, and acceptance of this permit constitutes an acknowledgment and agreement that the permittee will comply with Chapter 8801, all the terms, provisions, conditions, requirements, limitations, and restrictions embodied in this permit and with the rules, regulations, and orders of the District.
- b. This permit confers no vested rights in the holder, and it may be revoked or suspended, or its terms may be modified or amended pursuant to the provisions of Chapter 8801. Any person who becomes the owner of a permitted well must notify the District of the name and contact information for the new owner within 90 calendar days from the date of the change in ownership.
- c. The operation of the well for the authorized withdrawal shall be conducted in a non-wasteful manner.
- d. Except as provided in Rule 8.2, a water meter must be installed and operated in accordance with Section 8 of the Subsidence District's rules.
- e. The owner of a permitted well shall keep accurate records, on a monthly basis, of the amount of groundwater withdrawn and the purpose of the withdrawal, and such records shall be provided to the permittee and available for inspection by the Subsidence District representatives. If a meter is required, the meter shall be read, and the meter reading and actual amount of pumpage recorded each month in accordance with Rule 8.7 of the Subsidence District's rules. Immediate written notice shall be given to the Subsidence District in the event a withdrawal exceeds the quantity authorized by this permit.
- f. The well site shall be accessible to Subsidence District representatives for inspection, and the permittee agrees to cooperate fully in any reasonable inspection of the well and well site by the Subsidence District representative.
- g. The application pursuant to which this permit has been issued is incorporated in this permit, and this permit is granted on the basis of and contingent upon the accuracy of the information supplied in that application and in any amendments to the application. A finding that false information has been supplied shall be grounds for immediate revocation of the permit. In the event of conflict between the provisions of this permit and the contents of the application, the provisions of this permit shall control.
- h. Violation of this permit's terms, conditions, requirements, or special provisions, including pumping amounts in excess of authorized withdrawal, shall be punishable by civil penalties as provided by Section 8801.204, Special District Local Laws Code.
- i. Wherever special provisions are inconsistent with other provisions or rules of the Subsidence District, the special provisions shall prevail.

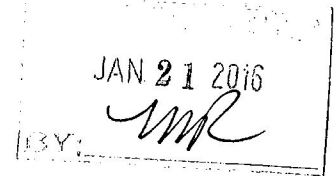


Harris-Galveston Subsidence District

Serving the Gulf Coast Community Since 1975

January 13, 2016

Nantucket Housing, LLC
Attn: Mr. Chris Richardson
C/O: Meadows at Cypress Creek
1980 Post Oak Boulevard Suite 1380
Houston, Texas 77056



Dear Permittee:

On Wednesday, January 13, 2016, the Board of Directors of the Subsidence District approved permits for
Well No(s) : 13503

These permits were granted with the following provision(s) :

Within sixty days of the beginning of the permit term, the permittee shall furnish the District with **proof** that the **meter is installed** according to the manufacturers specifications or a certified affidavit confirming the accuracy of the water meter in accordance with Rule 8.5 of the Rules of the District.

Should you have any questions please call 281-486-1105 and reference this Board Action letter and your well number.

Sincerely,

A handwritten signature in cursive script, likely belonging to a member of the Board of Directors.

ATTACHMENT “D”
SERVICE REQUEST LETTERS

MCC UTILITIES, LLC



BROWN & GAY
ENGINEERS

RECEIVED FEB 20 2015

February 17, 2015

Gerald L. Gehman, P.E.
A & S Engineers, Inc.
10377 Stella Link Rd.
Houston, TX 77025-5445

Re: Timberlake Improvement District Wastewater Treatment Plant
TPDES Wastewater Treatment Plant Application Requirement for Blazer Building, Inc.

Dear Mr. Gerald Gehman:

Brown & Gay Engineers, Inc. (BGE) is submitting a TPDES application on behalf of Blazer Buildings, Inc. for the construction of a wastewater treatment plant (WWTP) to serve an average flow of 0.055 million gallons per day for the planned residential development The Lodge at Huffmeister. The application requires all applicants to correspond with all WWTPs and sanitary sewer collection systems within a three-mile radius of the wastewater service area to determine if one or more have the necessary collection system and plant capacity to accept the proposed increase in flow.

As part of this application, I am requesting a response from the plant representative stating whether or not your facility has unused capacity to provide the proposed Lodge at Huffmeister with wastewater treatment service (in lieu of the proposed WWTP). The wastewater service area is located approximately 1,200 feet southwest of the intersection of Huffmeister Rd. and Shaft Drive property at 12321 Huffmeister Rd.

Your response to this request on or before Friday, March 6, 2015 would be greatly appreciated. Responses can be sent by email to koneill@browngay.com or by regular mail, at my attention, to 10777 Westheimer Blvd., Suite 400. If you have any questions regarding this matter, contact Kristin O'Neill, E.I.T. or me at (281) 558-8700. Thank you for your attention to this important matter.

Sincerely,

James W. Johnson, P.E.
Senior Project Manager

☐ YES, there is capacity available to serve the proposed plant.

☒ NO, there is not enough capacity available to serve the proposed plant.

Signature

2/23/2015
Date

~ Celebrating 40 Years ~



BROWN & GAY
ENGINEERS

February 17, 2015

Jack P. Miller, P.E.
R.G. Miller Engineers, Inc
16340 Park Ten Pl. Ste 500
Houston, Tx 77084-5147

Re: West Harris County MUD No. 15 Wastewater Treatment Plant
TPDES Wastewater Treatment Plant Application Requirement for Blazer Building, Inc.

Dear Mr. Jack Miller:

Brown & Gay Engineers, Inc. (BGE) is submitting a TPDES application on behalf of Blazer Buildings, Inc. for the construction of a wastewater treatment plant (WWTP) to serve an average flow of 0.055 million gallons per day for the planned residential development The Lodge at Huffmeister. The application requires all applicants to correspond with all WWTPs and sanitary sewer collection systems within a three-mile radius of the wastewater service area to determine if one or more have the necessary collection system and plant capacity to accept the proposed increase in flow.

As part of this application, I am requesting a response from the plant representative stating whether or not your facility has unused capacity to provide the proposed Lodge at Huffmeister with wastewater treatment service (in lieu of the proposed WWTP). The wastewater service area is located approximately 1,200 feet southwest of the intersection of Huffmeister Rd. and Shaft Drive property at 12321 Huffmeister Rd.

Your response to this request on or before Friday, March 6, 2015 would be greatly appreciated. Responses can be sent by email to koneill@browngay.com or by regular mail, at my attention, to 10777 Westheimer Blvd., Suite 400. If you have any questions regarding this matter, contact Kristin O'Neill, E.I.T. or me at (281) 558-8700. Thank you for your attention to this important matter.

Sincerely,

James W. Johnson, P.E.
Senior Project Manager

☐ YES, there is capacity available to serve the proposed plant.

☒ NO, there is not enough capacity available to serve the proposed plant.

Signature

2/23/15
Date

~ Celebrating 40 Years ~



February 17, 2015

Ronald S. Koehn, P.E.
Koehn & Associates Engineers, Inc
2500 Central Pkwy. Ste Z
Houston, TX 77092-7713

Re: Harris County MUD No. 196 Wastewater Treatment Plant
TPDES Wastewater Treatment Plant Application Requirement for Blazer Building, Inc.

Dear Mr. Ronald Koehn:

Brown & Gay Engineers, Inc. (BGE) is submitting a TPDES application on behalf of Blazer Buildings, Inc. for the construction of a wastewater treatment plant (WWTP) to serve an average flow of 0.055 million gallons per day for the planned residential development The Lodge at Huffmeister. The application requires all applicants to correspond with all WWTPs and sanitary sewer collection systems within a three-mile radius of the wastewater service area to determine if one or more have the necessary collection system and plant capacity to accept the proposed increase in flow.

As part of this application, I am requesting a response from the plant representative stating whether or not your facility has unused capacity to provide the proposed Lodge at Huffmeister with wastewater treatment service (in lieu of the proposed WWTP). The wastewater service area is located approximately 1,200 feet southwest of the intersection of Huffmeister Rd. and Shaft Drive property at 12321 Huffmeister Rd.

Your response to this request on or before Friday, March 6, 2015 would be greatly appreciated. Responses can be sent by email to koneill@browngay.com or by regular mail, at my attention, to 10777 Westheimer Blvd., Suite 400. If you have any questions regarding this matter, contact Kristin O'Neill, E.I.T. or me at (281) 558-8700. Thank you for your attention to this important matter.

Sincerely,

James W. Johnson, P.E.
Senior Project Manager

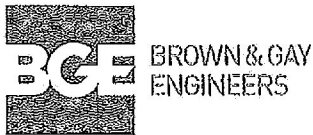
☐ YES, there is capacity available to serve the proposed plant.

☒ NO, there is not enough capacity available to serve the proposed plant.

Signature

02/24/2015
Date

~ Celebrating 40 Years ~



June 8, 2015

Mr. Steve Dunnahoe
Aqua Texas, Inc.
2211 Louetta Road
Spring, TX 77388

Re: Meadows at Cypress Creek Proposed Water Plant
TCEQ Public Water System Plan Review Submittal Form Requirement

Dear Mr. Dunnahoe:

Brown & Gay Engineers, Inc. (BGE) is proposing a new water treatment plant (WTP) on behalf of Nantucket Housing, LLC to serve 353 multi-family connections. The public water system review submittal form requires all applicants to correspond with all districts within a two-mile radius of the proposed service area to determine if one or more have the necessary plant capacity to accept the proposed increase in flow.

As part of this plan review submittal, I am requesting a response from the plant representative stating whether or not your current facilities have unused capacity to provide Meadows at Cypress Creek with water service (in lieu of the proposed WTP). The proposed water plant is located at 12321 Huffmeister Rd.

If you would like you could email a scanned copy of your response to koneill@browngay.com. Should you have any questions regarding this matter please contact me at (281) 558-8700.

Thank you for your attention to this important matter.

Sincerely,

Kristin O'Neill, EIT
Project Engineer

☐ YES, there is capacity available to serve the proposed plant.

☒ NO, there is not enough capacity available to serve the proposed plant.

Signature

Date

6/16/15



June 16, 2015

VIA EMAIL

Ms. Kristin O'Neill
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: Meadows at Cypress Creek Request for Water Service

Dear Ms. O'Neill:

I have received your June 8, 2015 letter regarding water treatment plant capacity to serve a multi-family housing project with 353 equivalent connections in Northwest Harris County known as Meadows at Cypress Creek. Presently, Aqua Texas does not have facilities in place to serve that project. No plant expansions are presently under construction.

Pursuant to prior discussions between Aqua Texas and the developer of the project, Aqua Texas is willing to participate in constructing new and/or additional facilities which are able to serve the project if the project area is added to the Aqua Texas CCN. Before initiating construction on new or additional facilities, Aqua Texas will require appropriate development contracts which specify design standards and the payment of tap fees and related items. Aqua Texas is willing to discuss such matters if and when appropriate.

Sincerely,

A handwritten signature in cursive script that reads "Glen E. Lewis". The signature is written in black ink and is positioned above the printed name and title.

Glen E. Lewis
Director of
Corporate Development

ATTACHMENT “E”
TCEQ AND TECHNICAL DOCUMENTS

MCC UTILITIES, LLC

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 3, 2022

Ryan Byrd, P.E.
Ward, Getz & Associates, PLLC
2500 Tanglewilde, Suite 120
Houston, TX 77063

Re: MCC Utilities LLC
Meadows at Cypress Creek WWTP
Permit No. WQ0015381-001
WWPR Log No. 0522/004
CN605445204, RN108328113
Harris County

Dear Mr. Byrd:

Texas Commission on Environmental Quality (TCEQ) received the project summary transmittal letter dated April 27, 2022, and the subsequent submittal of additional project information.

The rules which regulate the design, installation and testing of domestic wastewater projects are found in 30 TAC, Chapter 217, of the Texas Commission on Environmental Quality (TCEQ) rules titled, Design Criteria for Wastewater Systems.

The purpose of this project is to expand the existing activated sludge wastewater treatment plant (WWTP) to the final permitted phase of 0.055 MGD (2-hr peak flow of 153 gpm). The Meadows at Cypress Creek WWTP is regulated by TPDES Permit No. WQ0015381001, which allows an Interim phase daily average flow of 0.0275 MGD (2-hr peak flow of 76 gpm), and a final phase daily average flow of 0.055 MGD (2-hr peak flow of 153 gpm). The permitted effluent limitations are 10 mg/L of CBOD₅, 15 mg/L of TSS, and 3 mg/L of ammonia Nitrogen. The design influent characteristics are 220 mg/L of BOD₅, 300 mg/L of TSS, and 60 mg/L of Ammonia Nitrogen. The existing and proposed WWTP treatment unit dimensions and volumes are listed below. The engineer indicates the existing clarifier and chlorine contact chamber are already sized to handle the final phase; thus, this WWTP expansion only consists of adding aeration basin and digester tankage.

The existing WWTP includes the following treatment units:

- One (1) aeration basin: 12' x 15' x 9.5' SWD (volume of 1,710 cu ft)
- One (1) digester: 12' x 10' x 9.5' SWD (volume of 1,140 cu ft)
- One (1) clarifier: 18' diameter x 9.26' SWD
- One (1) chlorine contact chamber: 6' x 12' x 8.20' SWD (volume of 590 cu ft)

The proposed WWTP expansion includes the following treatment units:

- One (1) aeration basin: 12' x 15' x 9.5' SWD (volume of 1,710 cu ft)
- One (1) digester: 12' x 10' x 9.5' SWD (volume of 1,140 cu ft)

The engineer indicates the blowers are approximately 200 scfm each. Final build out will be 3 x 200 scfm blowers with the third strictly as backup. The engineer also indicates that the existing generator does have capacity to handle load requirements for final permit phase.

Our review indicated that the design documents provided are in general compliance with the applicable minimum standards as set forth in Chapter 217, Design Criteria for Domestic Wastewater Systems. On that basis, this project is conditionally approved for construction. The condition is that all work be completed to the requirements of Chapter 217.

You must keep certain materials on file for the life of the project and provide them to TCEQ upon request. These materials include an engineering report, test results, a summary transmittal letter, and the final version of the project plans and specifications. These materials shall be prepared and sealed by a Professional Engineer licensed in the State of Texas and must show substantial compliance with Chapter 217. All plans and specifications must conform to any waste discharge requirements authorized in a permit by the TCEQ. Certain specific items which shall be addressed in the engineering report are discussed in §217.6(d). Additionally, the engineering report must include all constants, graphs, equations, and calculations needed to show substantial compliance with Chapter 217. The items which shall be included in the summary transmittal letter are addressed in §217.6(d)(1)-(9).

Any deviations from Chapter 217 shall be disclosed in the summary transmittal letter and the technical justifications for those deviations shall be provided in the engineering report. Any deviations from Chapter 217 shall be based on the best professional judgement of the licensed professional engineer sealing the materials and the engineer's judgement that the design would not result in a threat to public health or the environment.

Within 60 days of the completion of construction, an appointed engineer shall notify both the Wastewater Permits Section of the TCEQ and the appropriate Region Office of the date of completion. The engineer shall also provide written certification that all construction, materials, and equipment were substantially in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ. All notifications, certifications, and change orders must include the signed and dated seal of a Professional Engineer licensed in the State of Texas.

Please be reminded of 30 TAC §217.7(a) of the rules which states, "Approval given by the executive director or other authorized review authority does not relieve an owner of any liability or responsibility with respect to designing, constructing, or operating a collection system or treatment facility in accordance with applicable commission rules and the associated wastewater permit".

Ryan Byrd, P.E.

Page 3

May 3, 2022

If you have any questions, or if we can be of any further assistance, please call me at (512) 239-4924.

Sincerely,

A handwritten signature in black ink, appearing to read 'Baltazar', with a large, stylized initial 'B' and a long, sweeping horizontal stroke extending to the right.

Baltazar Lucero-Ramirez, P.E.

Wastewater Permits Section (MC 148)

Water Quality Division

Texas Commission on Environmental Quality

cc: TCEQ, Region 12 Office



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 25, 2022

Mr. Jerry G. Ince, P.E.
Ward, Getz & Associates, LLP
2500 Tanglewilde
Houston, Texas 77063

Re: Meadows at Cypress Creek Water Plant - Public Water System ID No. 1013567
As-built Phosphate Treatment System (TP410989)
Engineer Contact Telephone: (713) 352-7232
Plan Review Log No. P-03232022-163
Ref: Plan Review Log No. P-12142021-092
Harris County, Texas

CN604813121; RN108328113

Dear Mr. Ince:

On March 23, 2022, the Texas Commission on Environmental Quality (TCEQ) received as-built documentation with your letter dated March 23, 2022 for the As-built Phosphate Treatment System. This well was approved for use by a Plan Review Letter dated February 14, 2022 (P-12142021-092) with the condition that the slightly corrosive water quality be addressed. Based on our review of the information submitted, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems and is **conditionally approved for use** if the project meets the following requirement(s):

1. The mixing tank for the blended phosphate is contained in a double walled tank. The tank must meet the requirements listed in the attached guidance on double wall tanks.
2. Please note than even though a specific chemical is mentioned in the below approval, the system may switch to a different blended phosphate provided the proportions of the orthophosphate to polyphosphate remains. If the proportions differ from the original approved chemical, a new submittal is required.

The submittal consisted of 4 sheets of engineering drawings and technical specifications. The approved project consists of:

- One (1) blended phosphate injection system (NAPCO 310)
 - One (1) 40 gallon double walled mixing tank;
 - One (1) 3 gallon per day peristaltic metering pump; and,
- Various valves, fittings, and related appurtenances.

Mr. Jerry G. Ince, P.E.
Page 2
May 25, 2022

This approval is for use of the above listed items only. Any wastewater components contained in this design were not considered. The authorization provided in this letter does not relieve a Public Water System from the need to comply with other applicable state and federal regulations.

The Meadows At Cypress Creek Water Plant public water supply system provides water treatment.

The project is located 0.2 miles west of the intersection of Huffmeister Road and Shaft Drive in Harris County, Texas.

Please refer to the Plan Review Team's Log No. **P-03232022-163** in all correspondence for this project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittals to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on TCEQ's website at the address shown below. You can also download the most current plan submittal checklists and forms from the same address.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Plan Review Team's database to see if we have received your project. This is available on TCEQ's website at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

You can download the latest revision of 30 TAC Chapter 290 - [Rules and Regulations for Public Water Systems](#) from this site.

Mr. Jerry G. Ince, P.E.
Page 3
May 25, 2022

If you have any questions concerning this letter or need further assistance, please contact David Yager at (512)239-0605 or by email at David.Yager@Tceq.Texas.Gov or by correspondence at the following address:

Plan Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



David H. Yager, P.E.
Plan Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Vera Poe, P.E., Team Leader
Plan Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

VP/DY/av

Enclosure: Double Wall Containment Tanks, Required Conditions

cc: Meadows At Cypress Creek Water Plant, Attn: Chris Richardson, 4001 West Sam Houston Parkway North, Suite 100, Houston, Texas 77043-1236

Mr. Jerry G. Ince, P.E.

Page 4

May 25, 2022

bcc: TCEQ Central Records PWS File 1013567 (P-03232022-163/Meadows at Cypress Creek
Water Plant)
TCEQ Region No. 12 Office - Houston
TCEQ PWSINV, MC-155
TCEQ PWSLCR

Double-wall Spill Containment Tanks Required Conditions

Double-wall spill containment tanks for chemical storage are an acceptable alternative provided the following are addressed:

- A. The bulk chemical storage (inner) tank's volume must be adequate to store 15 days worth of chemicals. There must be a method for readily determining the level of liquid in the inner tank.
- B. The construction material for all chemical tanks must be suitable for the intended chemical to be stored and resistant to ultraviolet and other external environmental conditions. The tank shall be constructed in accordance with the appropriate American Society for Testing and Materials (ASTM) Standard.
- C. All access openings into the inner tank shall be through a domed roof.
- D. Access connections for the installation of adequate and proper venting must be constructed in the domed top of the inner tank. The opening of the vent shall be designed to prevent the entrance of rainwater and covered with corrosive resistant screening.
- E. The chemical transfer pumps must be designed to take suction through a hole in the domed top of the inner tank and an acceptable protection device installed on the piping to prevent siphonage through the pump when it is not in service.
- F. There must be a method for readily determining if the inner tank is leaking into the outer shell.
- G. The outer containment tank shall have only one appurtenance for the installation of a chemical resistant drain valve. The appurtenance shall be located as close to the vertical wall's bottom as feasible without compromising the integrity of the outer containment tank.
- H. If the outer containment tank is open to the atmosphere, the plant Operations & Maintenance Manual will need to include provisions for periodically removing accumulated rainwater as well as any chemicals that have leaked into the containment area between the outer containment shell and the inner tank's outer wall. The checking of the pH level should be considered in case the rainwater contains a chemical residual to prevent a risk to the operators and an environmental impact.
- I. An access ladder, or stairway, and a work landing must be provided adjacent to the chemical transfer pump. If the top height for the inner and containment tank's walls are such that the pump location and associated piping can be worked on from the ground elevation safely, a ladder and work landing will not be required. The design and construction of the ladder and work landing shall be in accordance with applicable federal and state safety requirements.



December 14, 2021

Technical Review and Oversight Team (MC 159)
Texas Commission on Environmental Quality
PO Box 13087
Austin, Texas 78711-3087

Attn: Ms. Vera Poe
Plan Review Team
Water Supply Division

Re: Meadows at Cypress Creek Water Plant (the "District")
Public Water System ID No. 1013567
Completion Data for Water Well No. 1
Plan Review Log No. P-03252021-199

Dear Ms. Poe:

We received your letter, dated May 27, 2021, which we received on November 3, 2021, with comments for the referenced Meadows at Cypress Creek Water Plant Completion Data for Water Well No. 1. The following are our proposed resolutions to each comment:

1. A search of online information appears to show that the apartment complex has been in operation for several years. Please provide the date the apartment complex began providing service along with the current total number of apartment units including any other facilities currently receiving water such as the pool, irrigation system, laundry mat, office, etc.

RESPONSE: The referenced water plant started providing service to the Meadows at Cypress Creek apartment complex October 2016. Currently the Plant provides service to 170 apartment units, a clubhouse, a swimming pool, an irrigation system, and provides potable water to the WWTP.

2. Please provide a site map(s) at appropriate scales showing the following: [§290.41(c)(3)(A)]
 - i. All property boundaries within 150 feet of the final well location and the property owners' names;
 - ii. Concentric circles with the final well location as the center point with radii of 10 feet, 50 feet, and 150 feet; and,
 - iii. Any existing or potential pollution hazards.

RESPONSE: A revised site map is included with this submittal. There are no known existing or potential pollution hazards.



3. Per google earth the distance between the water treatment plant fence line and the wastewater treatment plant is approximately 490 feet. Please clarify if sewage plant sludge or sewage plant effluent is applied to the property between the two facilities.

RESPONSE: Neither the sewage plant sludge nor the sewage plant effluent is applied to the water plant property or the property between the two facilities.

4. Please explain how the sewage plant effluent is disposed of.

RESPONSE: The effluent is discharged into a roadside ditch along Huffmeister Road, from which it flows into a stormwater pipe and thence into Cypress Creek. Please refer to the USGS map included in this submittal.

5. Please provide a complete copy of the recorded deed with the County Court houses seal and recording information of the property on which the well is located showing the Public Water System (PWS) as the landowner.

RESPONSE: A copy of the recorded deed is included in this submittal.

6. For any real property within 150 feet of the well not owned by the public water system, a sanitary control easement or sanitary control easements as filed at the county courthouse (bearing the county clerk's stamp) shall be obtained, as described in 30 TAC §290.41(c)(1)(F). Please provide a copy of all recorded sanitary control easements with the well completion materials for any property not owned by the public water system.

RESPONSE: The requested sanitary control easements is included with this submittal.

7. The three bacteriological analysis were collected over 4 ½ years ago. Please provide three current bacteriological analysis reports not more than 6-month-old. Please include a copy of the original chain of custody that accompanied the three bacteriological reports that includes the sampling results for chlorine in the raw water.

RESPONSE: Three current bacteriological analysis are included with this submittal.

8. The chemical analysis provided were over 5 years old. The chemical analysis must be representative of the current water quality. Please provide current chemical analysis results not more than 6-month-old. The analysis of these samples must be conducted by a laboratory accredited by the Texas Commission on Environmental Quality as required in Title 30 TAC 290.42(c)(3)(F)(i).

RESPONSE: A current chemical analysis is included with this submittal.

9. The chemical analysis report shows that the concentration of Lead in the well's water at 0.010 mg/L. If further testing confirms the chemical analysis report, we will require treatment. Please do the necessary check-sampling and send in the check-sample analysis report.

RESPONSE: Further testing shown Lead levels to be <0.0005 mg/l. Please refer to the chemical analysis included with this submittal.



10. The State of Texas Well report appears to be missing material setting information from 545 feet to 550 feet and from 580 feet to 700 feet. Please provide a revised State of Texas Well Report with the additional information.

RESPONSE: The revised State of Texas Well report is included in this submittal.

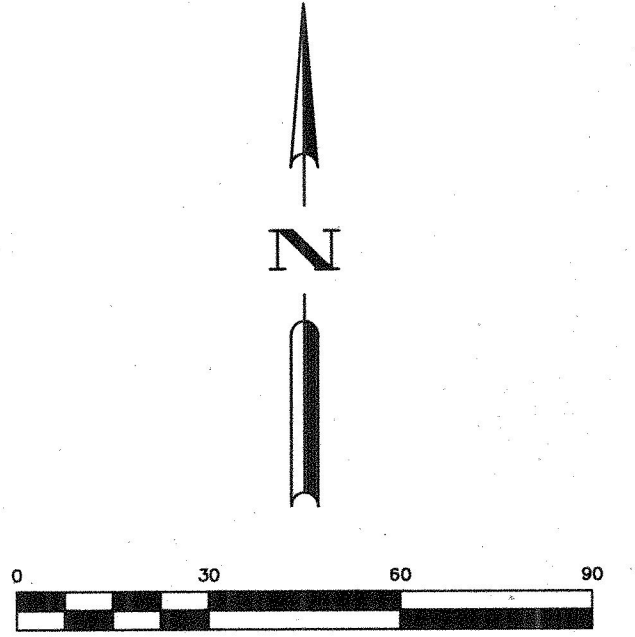
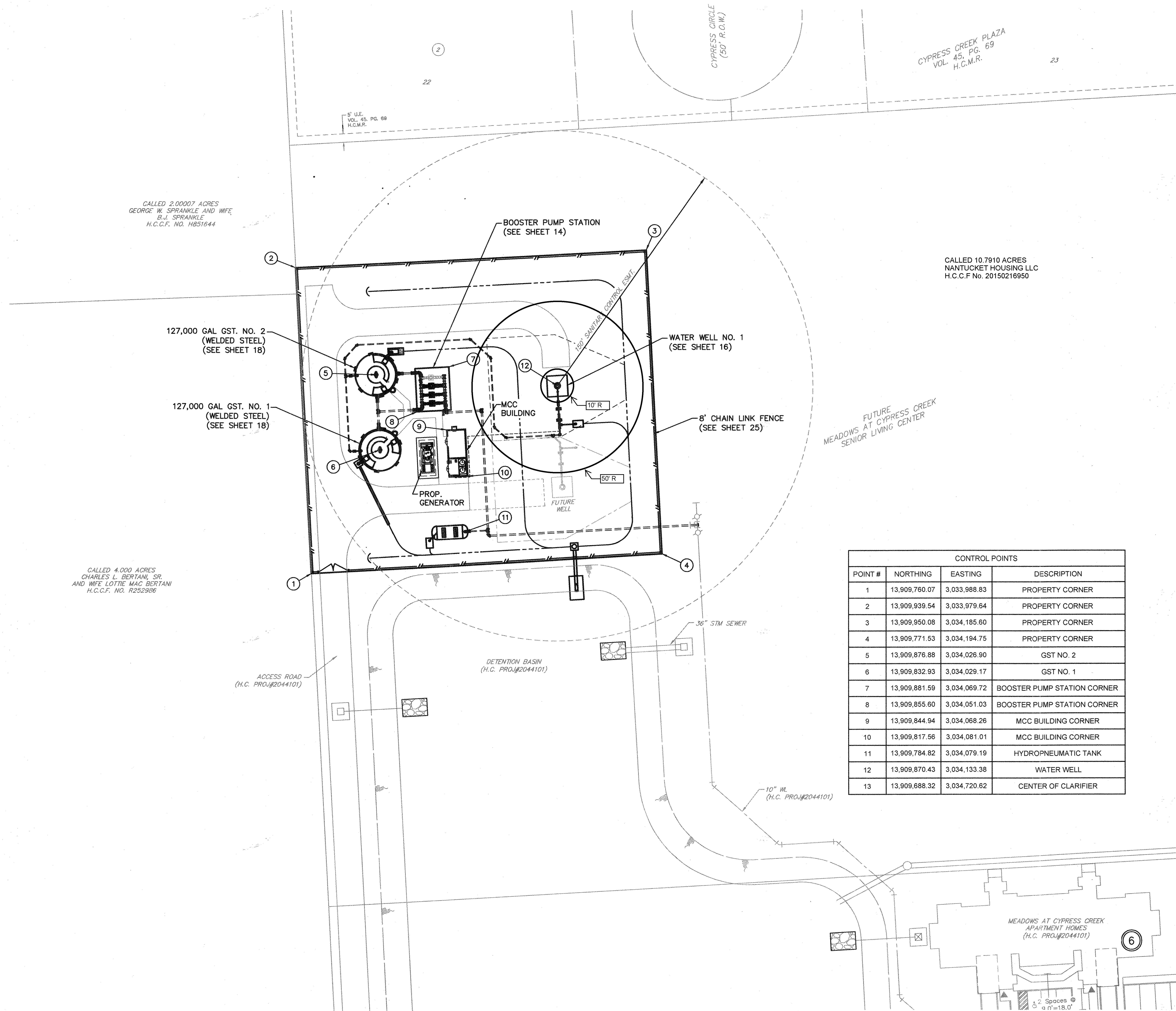
If you have any questions or require additional information, please do not hesitate to call me at (832) 913-4121

Sincerely,

A handwritten signature in black ink, reading "Susana Blauser". The signature is fluid and cursive, with the first name "Susana" being more prominent than the last name "Blauser".

Susana Blauser, P.E.
Project Engineer

Site Map



LEGEND

- ① CONTROL POINT

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
DIAL 811

PERMIT NOTES:

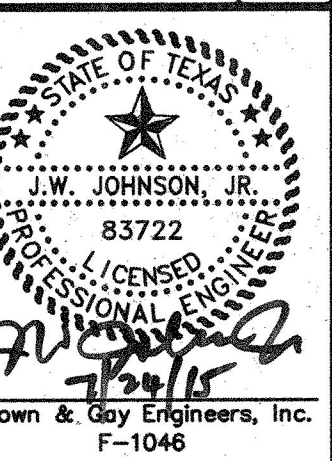
- CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY HARRIS COUNTY, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITIES AND/OR CULVERTS WITHIN COUNTY ROAD RIGHT-OF-WAY. THE PERMIT IS TO BE ISSUED IN THE OWNERS NAME.
- CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY REGULATION OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT PRIOR TO STARTING CONSTRUCTION.

CONTROL POINTS			
POINT #	NORTHING	EASTING	DESCRIPTION
1	13,909,760.07	3,033,988.83	PROPERTY CORNER
2	13,909,939.54	3,033,979.64	PROPERTY CORNER
3	13,909,950.08	3,034,185.60	PROPERTY CORNER
4	13,909,771.53	3,034,194.75	PROPERTY CORNER
5	13,909,876.88	3,034,026.90	GST NO. 2
6	13,909,832.93	3,034,029.17	GST NO. 1
7	13,909,881.59	3,034,069.72	BOOSTER PUMP STATION CORNER
8	13,909,855.60	3,034,051.03	BOOSTER PUMP STATION CORNER
9	13,909,844.94	3,034,068.26	MCC BUILDING CORNER
10	13,909,817.56	3,034,081.01	MCC BUILDING CORNER
11	13,909,784.82	3,034,079.19	HYDROPNEUMATIC TANK
12	13,909,870.43	3,034,133.38	WATER WELL
13	13,909,688.32	3,034,720.62	CENTER OF CLARIFIER

REV. NO.	DATE	DESCRIPTION	P.E. APPR.
△			
△			
△			



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-568-8700 • www.browngay.com
TSPS Registration No. F-1046



NANTUCKET HOUSING, LLC

MEADOWS AT
CYPRESS CREEK
WATER PLANT

CONTROL PLAN

JOB NUMBER: 2913-01

SUBMITTED: BROWN & GAY ENGINEERS, INC.

DESIGNED BY: K.O.

SCALE: 1" = 30'

DRAWN BY: G.V./J.B.

DATE: JULY 2015

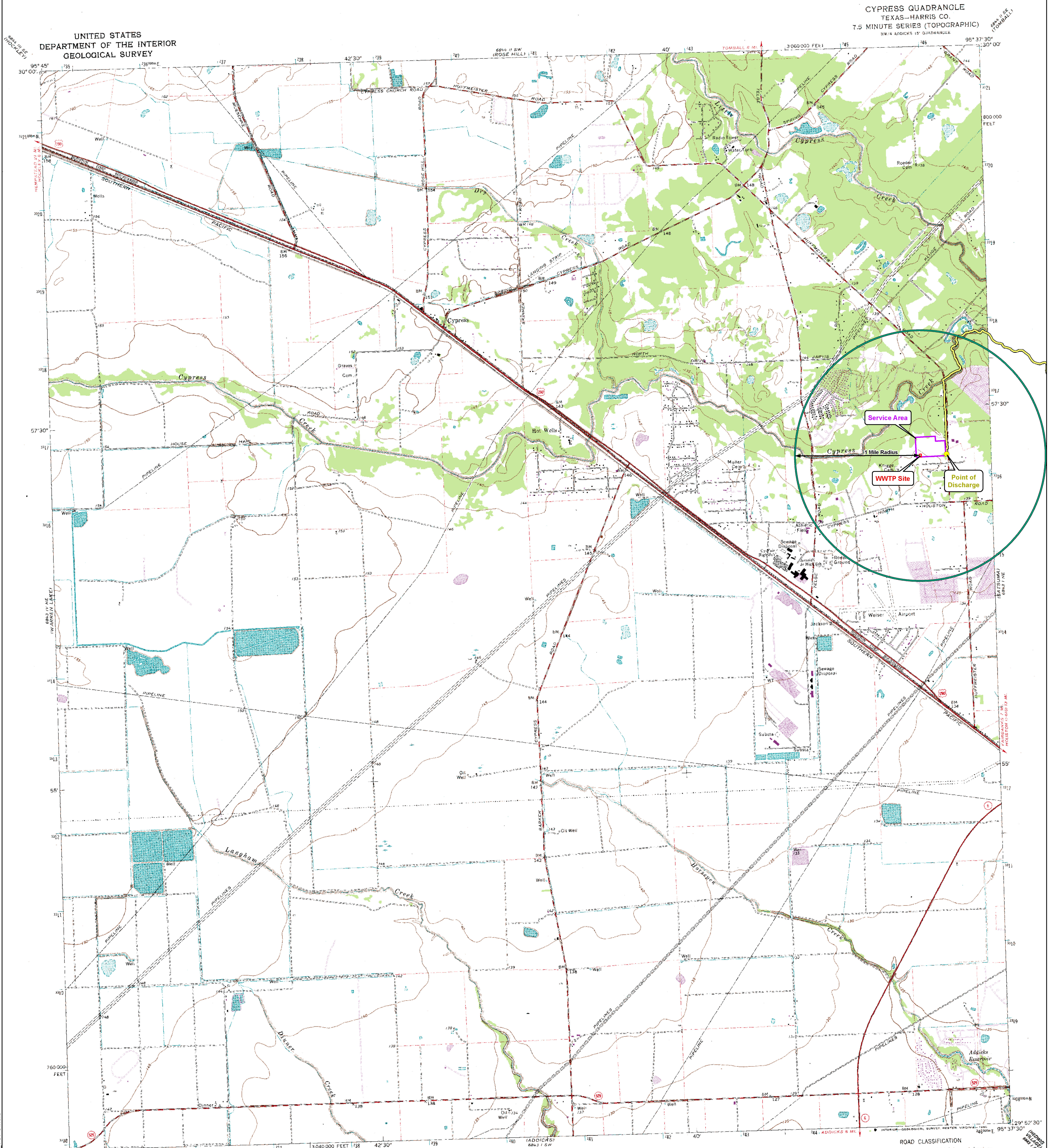
SHEET NO 7 OF 41 SHEETS

SURVEY BY: BROWN & GAY ENGINEERS, INC.

F.B. NO:

USGS Quad Map

X:\Blazer Building Texas\Lodge at Huffmeister_2913-04_Permit App\09 GIS\Exhibits\Ex1_USGS_TOPO.mxd



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Maped, edited, and published by the Geological Survey
Control by USGS and NOS/NOAA

Planimetry by photogrammetric methods from aerial photographs taken 1968. Topography enlarged from 1:62,500 scale map of Addicks quadrangle dated 1955. Topography by planetable surveys field checked 1970. Supersedes map dated 1915.

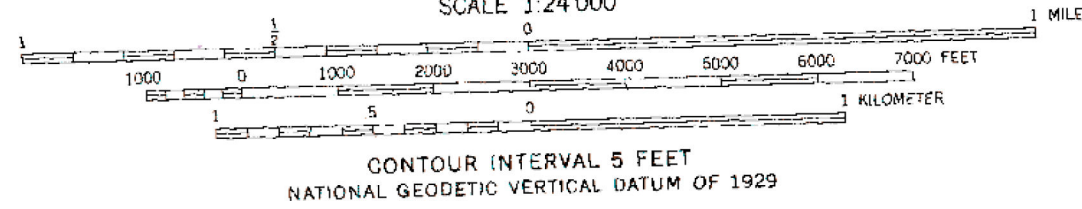
Polyconic projection. 1927 North American datum 10,000-foot grid based on Texas coordinate system, south central zone 1000-meter Universal Transverse Mercator grid ticks, zone 15, shown in blue

Fine red dashed lines indicate selected fence lines

To place on the predicted North American Datum 1983 move the projection lines 20 meters south and 23 meters east as shown by dashed corner ticks

Revisions shown in purple compiled from aerial photographs taken 1977 and other source data. This information not field checked. Map edited 1980

Purple tint indicates extension of urban areas



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80226, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION

Primary highway, hard surface. Light-duty road, hard or improved surface.

Secondary highway, hard surface. Unimproved road.

Interstate Route. U. S. Route. State Route.



2995-343

CYPRESS, TEX.
NW 1/4 ADDICKS 15' QUADRANGLE
N 2952.5 - W 9537.5 / 7.5

1970
PHOTOREVISED 1980
DMA 6815 1 NW - SERIES Y192

Nantucket Housing LLC

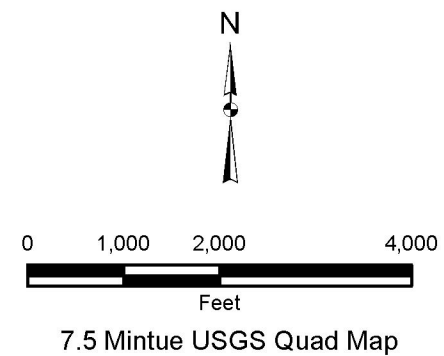


Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston TX 77042
Tel: (281) 558-8700 Fax: (281) 558-9701
- Civil engineers and surveyors -
www.browngay.com

Meadows at Cypress Creek
TPDES Permit Application

USGS Map Corresponds to
Dom. Admin 1.0, Item 8b, Pg 14

Date: March 2015 Proj. No: 2913-03 Exhibit No: 1



7.5 Minute USGS Quad Map

Recorded Deed

AFTER RECORDING, RETURN TO:

Nantucket Housing, LLC
4001 W. Sam Houston Pkwy. N., #100
Houston, Texas 77043
Attn: Development

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

SPECIAL WARRANTY DEED

STATE OF TEXAS)
)
COUNTY OF HARRIS)

NANTUCKET HOUSING, LLC, a Texas limited liability company ("Grantor"), whose address is c/o 4001 W. Sam Houston Pkwy. N., Suite 100, Houston, Texas 77043, Attention: Development, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, subject to the exceptions hereinafter set forth, GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto MCC UTILITIES, LLC, a Texas limited liability company (the "Grantee"), whose address is 4001 W. Sam Houston Pkwy. N., Suite 100, Houston, Texas 77043, Attention: Development, certain land located in Harris County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all rights, easements and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjoining streets, alleys and rights-of-way and further, together with all of Grantor's right, title and interest in and to: (i) any and all roads, drives, easements, alleys, streets and rights of way bordering such land, together with all rights of ingress and egress unto such land, (ii) strips or gores between such land and abutting properties, and (iii) any and all oil, gas and other minerals lying under, in or about or constituting a part of the land, and regardless whether the minerals are considered part of the surface estate or the mineral estate, unto Grantee and Grantee's successors, heirs, and assigns forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors, heirs and assigns to warrant and forever defend the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors, heirs, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, for matters arising subsequent to the vesting of title in Grantor.

Except for the representations and warranties explicitly set forth in that certain Agreement Concerning Conveyance of Property dated September 11, 2017 between Grantee and Grantor (the

STEWART TITLE

39 # 17000333191
BF 33

James H. Hight

County Clerk Harris County, Texas



RP-2017-532544

"Purchase Agreement"), and in this Special Warranty Deed, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property **"AS IS, WHERE IS, AND WITH ALL FAULTS."**

[Signature page to follow]

James H. Hays



Jela Henderson

County Clerk Harris County, Texas



EXECUTED to be effective as of the 29 day of November, 2017, but acknowledged as of the date set forth in the acknowledgment set forth below.

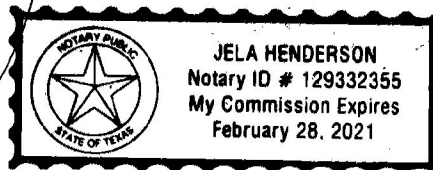
NANTUCKET HOUSING, LLC
a Texas limited liability company

By: *H. Chris Richardson*
Name: H. Chris Richardson
Title: President

STATE OF TEXAS)
 : ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 29 day of November, 2017, by H. Chris Richardson, the President of NANTUCKET HOUSING, LLC, a Texas limited liability company, for and on behalf of such entities, and for the purposes and consideration therein expressed.

Jela Henderson
NOTARY PUBLIC



RP-2017-532544



David M. Hight

County Clerk Harris County, Texas



EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED

RP-2017-532544



James H. Hight



TRACT 1:

MEADOWS AT CYPRESS CREEK
0.2438 OF ONE ACRE
WASTEWATER TREATMENT PLANT SITE

MAY 29, 2015
JOB NO. 2913-05

**DESCRIPTION OF A 0.2438 ACRE TRACT OF LAND SITUATED
IN THE ALEXANDER BURNETT SURVEY, ABSTRACT NO. 109
HARRIS COUNTY, TEXAS**

BEING a 0.2438 acre (10,619 square feet) tract of land situated in the Alexander Burnett Survey, Abstract No. 109 of Harris County, Texas and being out of a called 11.0200 acre tract of land as described in a conveyance to EBH-NH HUFFMEISTER LP recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20150216976, said 0.2438 acre tract of land described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of said 11.0200 acre tract, lying on the east line of a called 7.206 acre tract as described in a conveyance to Charles Leonard Bertani, Sr. recorded under H.C.C.F. No. F808580, same being the northwest corner of a called 5.996 acre tract as described in a conveyance to Quantum Development, LLC recorded under H.C.C.F. No. 20070697033;

THENCE, N 86°46'00" E, along the south line of said 11.0200 acre tract, a distance of 119.05 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for the **POINT OF BEGINNING** and the southwest corner of the herein described tract;

THENCE, over and across said 11.0200 acre tract the following courses and distances:

N 03°14'00" W, a distance of 26.00 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for a corner;

N 41°46'00" E, a distance of 14.11 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for a corner;

N 03°13'54" W, a distance of 52.71 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for the beginning of a tangent curve to the right;

In a Northeasterly direction, along said curve to the right, a distance of 48.69 feet, having a radius of 31.00 feet, a central angle of 90°00'00" and a chord which bears N 41°46'06" E, 43.84 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for the point of tangency;

N 86°46'06" E, a distance of 25.00 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for the beginning of a tangent curve to the right;

In a Southeasterly direction, along said curve to the right, a distance of 48.69 feet, having a radius of 31.00 feet, a central angle of 90°00'00" and a chord which bears S 48°13'54" E, 43.84 feet to a 1/2-inch iron rod with "Brown & Gay" cap set at the point of tangency;

S 03°13'54" E, a distance of 52.69 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for a corner;



RP-2017-532544

MEADOWS AT CYPRESS CREEK
0.2438 OF ONE ACRE
WASTEWATER TREATMENT PLANT SITE

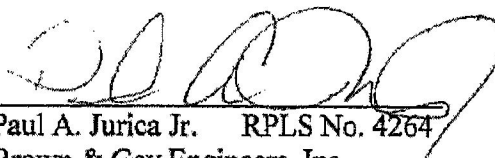
MAY 29, 2015
JOB NO. 2913-05

S 48°14'00" E, a distance of 14.14 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for a corner;

S 03°14'00" E, a distance of 26.00 feet to a 1/2-inch iron rod with "Brown & Gay" cap set for the southeast corner of the herein described tract, lying on the south line of said 11.0200 acre tract;

THENCE, S 86°46'00" W, along said south line, a distance of 106.97 feet to the **POINT OF BEGINNING** and containing 0.2438 of one acre (10,619 square feet) of land.

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the south line of said CYPRESS CREEK PLAZA as recorded under Volume 45, Page 69 of the Harris County Map Records.



Paul A. Jurica Jr. RPLS No. 4264
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



Paula A. Jurica



TRACT 2:

MEADOWS AT CYPRESS CREEK
0.8486 OF ONE ACRE
WATER PLANT SITE

MAY 18, 2015
JOB NO. 2913-05

DESCRIPTION OF A 0.8486 ACRE TRACT OF LAND SITUATED
IN THE ALEXANDER BURNETT SURVEY, ABSTRACT NO. 109
HARRIS COUNTY, TEXAS

BEING a 0.8486 acre (36,965 square feet) tract of land situated in the Alexander Burnett Survey, Abstract No. 109 of Harris County, Texas and being out of a called 10.7910 acre tract of land as described in a conveyance to NANTUCKET HOUSING, LLC recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20150216950, said 0.8486 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1-inch iron pipe found for the southwest corner of Lot 22, Block 2, of CYPRESS CREEK PLAZA, a plat per record recorded under Volume 45, Page 69 of the Harris County Map Records, and being the northwest corner of said 10.7910 acre tract, lying on the east line of a called 2.00007 acre tract as described in a conveyance to George W. Sprinkle and wife, B.J. Sprinkle recorded under H.C.C.F. No. H851644;

THENCE, S 02° 55' 53" E, along the west line of said 10.7910 acre tract, a distance of 72.44 feet to a 1/2-inch iron rod with cap stamped "Brown & Gay" set for the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE, over and across said 10.7910 acre tract the following courses and distances:

N 87° 04' 07" E, a distance of 206.23 feet to a 1/2-inch iron rod with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract;

S 02° 55' 53" E, a distance of 178.79 feet to a 1/2-inch iron rod with cap stamped "Brown & Gay" set for the southeast corner of the herein described tract;

S 86° 48' 55" W, a distance of 206.23 feet to a 1/2-inch iron rod with cap stamped "Brown & Gay" set for the southwest corner of the herein described tract, lying on the west line of said 10.7910 acre tract, same being the east line of a called 4.000 acre tract as described in a conveyance to Charles L. Bertani, Sr. and wife, Lottie Mac Bertani recorded under H.C.C.F. No. R252986;

THENCE, N 02° 55' 53" W, along the west line of said 10.7910 acre tract, at a distance of 164.33 feet passing the northeast corner of said 4.000 acre tract, from which a found 5/8-inch iron rod bears S 87° 56' W, 0.35 feet, and continuing for a total distance of 179.70 feet to the POINT OF BEGINNING and containing 0.8486 of one acre (36,965 square feet) of land.

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the south line of said CYPRESS CREEK PLAZA as cited herein.



Paul A. Jurica Jr.
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Houston, Texas 77042
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TBPLS Licensed Surveying Firm No. 10106500



RP-2017-532544

Stan Stanart

County Clerk Harris County, Texas



RP-2017-532544
Pages 8
12/05/2017 07:44 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2017-532544



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This November 17, 2021

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.



Sanitary Control Easement

SANITARY CONTROL EASEMENT
(1.623 Acres)

GRANTOR(S): **NANTUCKET HOUSING, LLC**

10R

GRANTOR'S ADDRESS: **9219 KATY FREEWAY, SUITE 264, HOUSTON, TEXAS 77024**

GRANTEE: **NANTUCKET HOUSING, LLC**

1EE

GRANTEE'S ADDRESS: **9219 KATY FREEWAY, SUITE 264, HOUSTON, TEXAS 77024**

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The rules of the Texas Commission on Environmental Quality (the "TCEQ") provide that water wells be located so as to provide for the existence of a buffer zone between the water well and the nearest residential property. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, and 4 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is a portion of that certain 10.7910 acre tract described in that deed dated June 01, 2015 to **NANTUCKET HOUSING, LLC** and recorded under clerks file no. 20150216950 of the official record of Harris County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150 foot radius of the water well located 211.65 feet at a bearing of S48°03'43"E from an interior corner of said 10.7910 acre tract, which 150-foot radius is located as shown on the metes and bounds description attached as Exhibit "A" and as shown on the attached Exhibit "B."

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

IN WITNESS WHEREOF, the parties hereto executed this agreement in multiple copies each of equal dignity, as to the date and year set forth on the first page hereof.

Executed this 9th day of October, 2015.

NANTUCKET HOUSING, LLC

[Signature]
By: Matt Fuqua
Title: VP

THE STATE OF TEXAS §

§

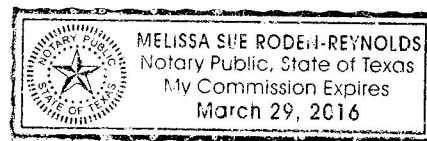
COUNTY OF HARRIS §

The instrument was acknowledged before me on this 9th day of October, 2015 by Matt Fuqua as VP of NANTUCKET HOUSING, LLC.

[Signature]

Notary Public, State of Texas

Print Name Melissa S. Roden-Reynolds



(NOTARY SEAL)