

HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 132

Dear Customer:

Harris County Water Control and Improvement District No. 132 (“Water District”) is participating in a program for the demonstration of an irrigation control device (“Irrigation Device”) for a period of twelve months (“Demonstration Period”). The Irrigation Device which retrofits on existing irrigation control panels determines whether to turn on an automatic sprinkler system based on soil moisture and precipitation. The Water District is committed to conserving water. Disabling automatic sprinkler systems from operating when it is raining will conserve water, and prevent the waste of water from sprinklers operating when it is raining.

The Water District has purchased a limited number of Irrigation Devices. During the Demonstration Period, the Water District is offering to customers on a first come first serve basis the opportunity to use one of the Irrigation Devices at no charge. If you are one of the successful entries, the Water District will contact you to schedule when the licensed irrigator will install the Irrigation Device. The installation cost and the monthly fee associated with the operation of the Irrigation Device will be paid by the Water District during the Demonstration Period. The Irrigation Device will be installed at or near the irrigation control panel on the outside of your home. The Irrigation Device will remain the property of the Water District. At the end of the Demonstration Period, if you no longer wish to participate in this program, the Water District will remove the device.

If you are interested in participating in using the Irrigation Device during the Demonstration Period, you must complete and sign before a Notary Public the attached Consent and Release in Full.

Very truly yours,
Board of Directors

CONSENT AND RELEASE IN FULL

**THE STATE OF TEXAS
COUNTY OF HARRIS**

This Consent and Release in Full ("**Consent and Release**") is made by _____ (herein collectively, "**Owner**") in favor of Harris County Water Control and Improvement District No. 132 (the "**District**").

WHEREAS, the District was organized in part for the purpose of providing water, sanitary sewer and drainage facilities to serve land within its boundaries;

WHEREAS, a water control and improvement district may provide for the preservation and conservation of all natural resources of the state;

WHEREAS, the District has purchased certain irrigation control devices (hereinafter "Device" or "Devices" where appropriate) for the purpose of preserving and conserving the District's water supply ("Conservation Project");

WHEREAS, the District has entered into negotiations with a licensed irrigator for the installation of the Devices;

WHEREAS, Owner owns the property described as Lot __, Block __, _____ Section _____, having a street address of _____, a subdivision located in Harris County, Texas and within the boundaries of the District (the "Property");

WHEREAS, Owner desires to participate in a twelve (12) month demonstration of the Device;

WHEREAS, the District has agreed to (1) allow Owner to use 1 (one) of the Devices at no charge to the Owner for a twelve month demonstration period ("Demonstration Period"); (2) pay for the installation of the Device by a licensed irrigator; (3) pay the monthly fee associated with the operation of the Device during the Demonstration Period; and (4) remove the Device, if requested by Owner, after the Demonstration Period.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owner, for himself/herself/themselves, their heirs, agents, servants, representatives, insurers, successors and assigns, do hereby:

- (1) Consent to installation of the Device on Owner's home on the Property at or near the existing irrigation controller, whether inside or outside of the Owner's home;
- (2) Grant to the District, its agents, representatives and contractors the right to enter the Property to install, repair, operate, maintain and remove the Device; and

Owner understands and agrees that Owner is not required to participate in the Conservation Project. Owners have volunteered at his/her/their own risk to participate in the Conservation Project.

OWNER, FOR HIMSELF/HERSELF, AND HIS/HER HEIRS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, EXECUTORS, ADMINISTRATORS, PREDECESSORS, SUCCESSORS, PARTNERS, AND ATTORNEYS, DOES HEREBY RELEASE AND FOREVER DISCHARGE, THE DISTRICT, AND ALL OF ITS AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, PREDECESSORS, SUCCESSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, OPERATORS, CONSULTANTS, ENGINEERS, PARTNERS, MANAGERS, AND ATTORNEYS (HEREAFTER ALL OF SUCH PERSONS OR ENTITIES SHALL COLLECTIVELY BE REFERRED TO AS THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, OBLIGATIONS, AND LIABILITIES OF EVERY KIND AND OF WHATSOEVER NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER ACCRUED OR INCHOATE, WHICH OWNER MAY HAVE AGAINST THE DISTRICT OR ANY OF THE RELEASED PARTIES ARISING OUT OF THE, IN WHOLE OR IN PART, OR RELATED DIRECTLY OR INDIRECTLY, TO THE INCIDENT.

Owner acknowledges that this Consent and Release is being made by its own free choice, without any inducement offered in any way by any statement to Owner by anyone acting on behalf of the District, and that this Consent and Release contains the entire agreement between Owner and the District as of the date of execution

hereof. This Consent and Release supersedes any prior understanding or written or oral agreements between Owner and the District concerning this Consent and Release. This Consent and Release cannot be changed or terminated orally.

Executed this _____.

By: _____
Name: _____

By: _____
Name: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, by
_____.

(SEAL)

Notary Public in and for the
State of T E X A S

Name Printed or Typed
My Commission expires: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, by
_____.

(SEAL)

Notary Public in and for the
State of T E X A S

Name Printed or Typed
My Commission expires: _____