

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

Minutes of the Meeting of Board of Directors December 9, 2024

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 569 (the "District") met in regular session, open to the public, on December 9, 2024, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted members of the Board, as follows:

Jason Schultz, President
Nicholas Luton, Vice President
Blakely Norris, Secretary
David Jezierski, Assistant Secretary
Julia Pecina, Assistant Secretary

all of whom were present with the exception of Director Jezierski, thus constituting a quorum.

Also present were: Blair Bozoarth of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Stephen Eustis of Robert W. Baird & Co., Inc. ("Baird"); Brian Krueger of Forvis Mazars, LLP ("Forvis"); Tiffany Wilkes of Kudela & Weinheimer ("K&W"); Cort King and Ben Sarvadi of Read King; and Christina Cole, Cole Trolinger, and Kris Eddlemon of Schwartz, Page & Harding, L.L.P. ("SPH").

The President called the meeting to order and declared it open for such business as might regularly come before the Board.

PUBLIC COMMENTS

There were no comments from members of the public.

MINUTES

The Board considered the minutes of its meeting held on October 14, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Norris, seconded by Director Luton and unanimously carried, that said minutes be approved, as written.

UTILITY DEVELOPMENT AGREEMENTS BETWEEN THE DISTRICT AND RK COMMERICAL PROPERTIES, INC. ("RK")

The Board next considered the approval of Utility Development Agreements for water, sewer, and drainage and road facilities between the District and RK in connection with the

development of approximately 35 acres, as well as approval of Harris-Waller Counties Municipal Utility District No. 4's ("No. 4") utility commitment to RK. Mr. King addressed the Board regarding the conceptual design plan for the proposed development. After discussion, Director Norris moved that the Board (i) approve the Utility Development Agreements attached hereto as **Exhibit A** and **Exhibit B**, respectively, and authorize the President to execute same on behalf of the Board and the District, (ii) concur in No. 4's approval and issuance of its utility commitment to RK, a copy of which is attached hereto as **Exhibit C**, and (iii) authorize SPH to acknowledge receipt of any Texas Ethic Commission Form 1295s associated therewith. Director Luton seconded said motion, which unanimously carried.

Mr. King and Mr. Sarvadi exited the meeting at this time.

TAX ASSESSOR-COLLECTOR'S REPORT

Ms. Rodriguez presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report") for the period ended November 30, 2024, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is attached hereto as **Exhibit D**. After discussion, on motion made by Director Norris, seconded by Director Luton and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated December 9, 2024, a copy of which is attached hereto as **Exhibit E**. Following discussion, Director Norris moved that the Operator's Report be approved, and water service be terminated to those customers who remain delinquent in accordance with the terms of the District's Rate Order. Director Luton seconded the motion, which unanimously carried.

ENGINEERING REPORT

Mr. Bozoarth presented to and reviewed with the Board an Engineering Report dated December 9, 2024, a copy of which is attached hereto as **Exhibit F**, relative to the status of various engineering and construction projects within the District. Upon review, Director Norris moved that the Engineering Report and all actions noted therein be approved as recommended by Quiddity, including ratification of approval of the utility commitment issued by the District to Katy Independent School District, a copy of which is attached hereto as **Exhibit G**. Director Luton seconded the motion, which unanimously carried.

BOND APPLICATION REPORT FOR PROPOSED ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2025 ("SERIES 2025 BONDS")

Ms. Cole next provided the Board with an update concerning the status of filing of the Bond Application Report ("BAR") in connection with the District's proposed Series 2025 Bonds. She advised that the Texas Commission on Environmental Quality ("TCEQ") declared the BAR administratively complete on November 21, 2024, and that it is currently being reviewed by the

TCEQ. No action was taken by the Board at this time.

ACCEPTANCE OF BIDS FOR THE PURCHASE OF \$5,985,000 BOND ANTICIPATION NOTE, SERIES 2024

As the next order of business, it was announced that public bids for the sale of the District's proposed \$5,985,000 Bond Anticipation Note, Series 2024 ("Series 2024 BAN") were to be received at this time and place. Mr. Eustis reported that one (1) bid was received for the Series 2024 BAN, as reflected on the bid listing attached hereto as **Exhibit H**. Mr. Eustis advised that it was Baird's recommendation that the District accept the bid of Central Bank for the purchase of the Series 2024 BAN at an annual fixed interest rate of 5.50%. After discussion, it was moved by Director Norris, seconded by Director Luton and unanimously carried that (i) the Board accept the bid of Central Bank for the purchase of the Series 2024 BAN at an annual fixed interest rate of 5.50%, and (ii) the Bond Anticipation Note Commitment Letter of Central Bank, a copy of which is attached hereto as **Exhibit I**, be approved and accepted, and that the President be authorized to execute same on behalf of the Board and the District. Ms. Cole advised the Board that the sale of the Series 2024 BAN is scheduled to close on Monday, December 16, 2024 at 10:00 a.m., Houston, Texas time.

ORDER AUTHORIZING SERIES 2024 BAN

Ms. Cole then presented to the Board an Order Authorizing Series 2024 BAN (the "Order"), a copy of which is attached hereto as **Exhibit J**. She reviewed the various provisions of said Order with the Board and, thereafter, it was duly moved by Director Norris, seconded by Director Luton and unanimously carried that said Order be passed and adopted.

SERIES 2024 BAN

There was next presented to the Board the Bond Anticipation Note in the total amount of \$5,985,000. After review and discussion, Director Norris moved that said Bond Anticipation Note be approved and that the President and Secretary be authorized to execute and attest to same on behalf of the Board and the District. Director Luton seconded said motion, which carried unanimously.

INTERNAL REVENUE SERVICE FORM 8038-G

The Board next considered the execution and filing of Internal Revenue Service reporting form 8038-G relative to the District's Series 2024 BAN. Ms. Cole reviewed the form with the Board. After discussion of the form, Director Norris moved that such reporting form be approved by the Board and that the President be authorized to execute same on behalf of the Board and District. Director Luton seconded said motion, which unanimously carried.

CLOSING DOCUMENTS FOR THE ISSUANCE OF THE SERIES 2024 BAN

As the next order of business, the Board considered approval of closing documents in connection with the issuance of the Series 2024 BAN. Ms. Cole presented and reviewed with the

Board the General Certificate, District's Receipt, Signature Identification and No-Litigation Certificate, and Federal Tax Certificate relative thereto. After further discussion of the matter, Director Norris moved that SPH be authorized to handle all matters relating to the closing of the Series 2024 BAN, and further authorized the President and Secretary, as appropriate, to execute the closing documents on behalf of the Board and the District. Director Luton seconded said motion, which unanimously carried.

TCEQ INSPECTION AND APPROVAL OF PURCHASE OF FACILITIES WITH NOTE PROCEEDS

Ms. Cole reported that representatives of the local TCEQ office had performed the pre-purchase inspection of the District's facilities to be purchased with a portion of the proceeds of the Series 2024 BAN, had provided the TCEQ's local memorandum stating no deficiencies, and that the TCEQ's formal approval letter of the purchase of facilities is expected in the near future.

APPROVAL OF AUDIT REPORT AND THE DISBURSEMENT OF NOTE PROCEEDS IN ACCORDANCE WITH SAID AUDIT

Mr. Krueger presented to and reviewed with the Board an Independent Accountant's Report on Applying Agreed-upon Procedures on Amounts Reimbursable to Astro Sunterra, L.P. and Beazer Homes Texas, L.P. (the "Series 2024 BAN Reimbursement Audit"), prepared by Forvis, a copy of which Series 2024 BAN Reimbursement Audit is attached hereto as **Exhibit K**. After discussion, Director Norris moved that the Series 2024 BAN Reimbursement Audit be approved, as well as payments to the developers as reflected in said report, subject to the District's receipt of Receipts and Indemnities executed by the developers in the forms required by the District and approved by SPH. Director Luton seconded said motion, which unanimously carried.

AUTHORIZE DISCLOSURE COUNSEL TO FILE MATERIAL EVENT NOTICE

Ms. Cole recommended that the Board authorize McCall, Parkhurst, & Horton, LLP, the District's disclosure counsel, to file appropriate material event filings on behalf of the District relative to issuance of the Series 2024 BAN. After discussion, Director Norris moved that the District's disclosure counsel be authorized to file the appropriate material event notices on behalf of the District relative to the District's Series 2024 BAN. Director Luton seconded said motion, which unanimously carried.

SILT SOLUTIONS, INC.

The Board next considered reports from Silt Solutions, Inc. ("SSI") in connection with storm water pollution and prevention services. Ms. Cole advised that SSI provided reports for the periods October 14, 2024 – November 4, 2024, and November 11, 2024 – December 2, 2024, copies of which are attached hereto as **Exhibit L**.

LANDSCAPE ARCHITECT REPORT(S)

Ms. Wilkes presented to and reviewed with the Board a monthly report prepared by K&W regarding the status of various recreational projects, a copy of which report is attached hereto as **Exhibit M**. Following discussion, Director Norris moved that K&W's report and all actions noted therein be approved as recommended by K&W, including award of construction contracts to the lowest qualified bidders, subject to SPH's review of the payment and performance bonds and insurance certificates submitted in connection with the contracts to determine if the payment and performance bonds and insurance meet the requirements of the bid specifications, the Texas Insurance Code, the rules of the TCEQ and the provisions of the Texas Water Code and Astro Sunterra's or Sunterra 6A-Katy, L.P., as applicable, execution of the special conditions of the contracts under which Astro Sunterra or Sunterra 6A-Katy, L.P., as applicable, guarantees payment of all sums due thereunder. Director Luton seconded said motion, which unanimously carried.

Ms. Cole next presented to and reviewed with the Board a monthly report prepared and provided by KGA DeForest Design, LLC ("KGA") regarding the status of construction of the Sunterra Recreation Center Facility, a copy of which is attached hereto as **Exhibit N**. Following discussion, Director Norris moved that KGA's report and all actions noted therein be approved as recommended by KGA. Director Luton seconded said motion, which unanimously carried.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated December 9, 2024, attached hereto as **Exhibit O**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Norris that the Bookkeeper's Report be approved, and that the disbursements identified in the Bookkeeper's Report be authorized for payment. Director Luton seconded said motion, which unanimously carried.

DEVELOPER'S REPORT

It was noted that a developer representative was not present at the meeting.

SECURITY PATROL REPORT

Ms. Cole presented to and reviewed with the Board the Security Patrol Report prepared by On-Site Services, LLC for the month of November 2024, a copy of which is attached hereto as **Exhibit P**.

EMINENT DOMAIN

Ms. Cole advised the Board that, pursuant to Section 2206.154, Texas Government Code, as amended, all political subdivisions with the power of eminent domain, including the District, are required to file an annual eminent domain report by February 1 of each year with the Texas Comptroller of Public Accounts (the "Comptroller"). She requested the Board's authorization for SPH to prepare and file such annual report. After discussion, it was moved by Director Norris,

seconded by Director Luton, and unanimously carried, that the Board authorize SPH to prepare and file the annual eminent domain report with the Texas Comptroller of Public Accounts on behalf of the District prior to February 1, 2025, pursuant to Section 2206.154, Texas Government Code, as amended.

ATTORNEY'S REPORT

The Board next considered the Attorney's Report. In connection therewith, Ms. Cole presented correspondence from McCall, Parkhurst & Horton, L.L.P., the District's continuing disclosure counsel, relative to the annual filing report pursuant to SEC Rule 15c2-12 and Annual Financial and Operating Report (the "Report") regarding same, attached hereto as **Exhibit Q**. Upon motion made by Director Norris and seconded by Director Luton, the Board unanimously approved the Report and the filing of same.

Ms. Cole next reviewed with the Board a memorandum prepared by SPH concerning the Environmental Protection Agency's final National Primary Drinking Water Regulation ("NPDWR") for per and polyfluoroalkyl substances ("PFAS"), a copy of which is attached hereto as **Exhibit R**. She advised that the NPDWR establishes maximum contaminant levels ("MCLs") for six categories of the twenty-nine PFAS chemicals that may be found in public water systems, as well as an initial testing schedule for those categories that must be followed by certain districts. Ms. Cole further advised that the applicability of the NPDWR to the District will depend, in part, on a review of the sources and disinfection treatments for the District's water supply. For example, districts which receive treated water from another water system through an interconnect for distribution without further treatment, except any treatment necessary to maintain water quality within the receiving district's distribution system, are not required to monitor that water under the NPDWR. She noted that, for applicable districts, initial water supply monitoring is required to be completed by April 26, 2027. Ms. Cole stated that, depending on initial monitoring results, further monitoring will be established and a solution must be implemented to reduce PFAS levels for these six categories below the MCLs by April 26, 2029. It was noted that Harris-Waller Municipal Utility District No. 4, the District's water and wastewater provider, would comply with the deadlines set forth by the NPDWR.

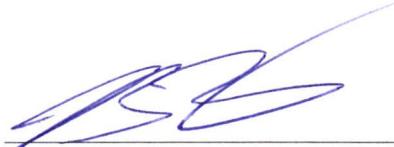
Following discussion, Director Norris moved that MDS and Quiddity be authorized to (i) determine whether the District is subject to the testing requirements of the NPDWR and, if so, (ii) develop an initial monitoring schedule which complies with the deadlines set forth in the attached memorandum. Director Luton seconded the motion, which unanimously carried.

FUTURE AGENDA ITEMS

The Board considered items for placement on future agendas. No items were requested to be added to future agendas other than those items discussed hereinabove.

ADJOURNMENT

There being no further business to come before the Board, on motion made by Director Norris, seconded by Director Luton, and unanimously carried, the meeting was adjourned.



Secretary

LIST OF ATTACHMENTS

- EXHIBIT A Utility Development Agreement (RK Commercial Properties, Inc.) (Water, Sanitary Sewer, and Drainage facilities)
- EXHIBIT B Utility Development Agreement (RK Commercial Properties, Inc.) (Road facilities)
- EXHIBIT C Utility Commitment (Harris-Waller Counties Municipal Utility District No. 4)
- EXHIBIT D Tax Assessor-Collector's Report
- EXHIBIT E Operations Report
- EXHIBIT F Engineering Report
- EXHIBIT G Utility Commitment (Katy Independent School District)
- EXHIBIT H Bid received for the Series 2024 BAN
- EXHIBIT I Bond Anticipation Note Commitment Letter of Central Bank
- EXHIBIT J Order Authorizing Series 2024 Bond Anticipation Note
- EXHIBIT K Series 2024 BAN Reimbursement Audit
- EXHIBIT L Reports provided by Silt Solutions, Inc.
- EXHIBIT M Landscape Architect Report (K&W)
- EXHIBIT N Landscape Architect Report report (KGA)
- EXHIBIT O Bookkeeper's Report
- EXHIBIT P Security Patrol Report
- EXHIBIT Q Annual Financial and Operating Report
- EXHIBIT R Memorandum prepared by SPH (PFAS)

Exhibit A

**THE SALE, PLEDGE OR TRANSFER OF CERTAIN RIGHTS GRANTED IN THIS
AGREEMENT WITHOUT STRICT COMPLIANCE WITH ARTICLE IV HEREOF
SHALL BE INEFFECTIVE.**

UTILITY DEVELOPMENT AGREEMENT

BY AND BETWEEN

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

AND

RK COMMERCIAL PROPERTIES, INC.

(35.04 ACRES)

(Water, Sanitary Sewer, and Drainage Facilities)

THIS UTILITY DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of December 9, 2024, by and between HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569, located within Harris County, Texas, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, House Bill 2671, 86th Session of the Texas Legislature, Regular Session, codified as Chapter 8057, Special District Local Laws Code (the "Act"), and Section 59 of Article XVI of the Texas Constitution (the "District"), and RK COMMERCIAL PROPERTIES, INC., a Texas corporation (the "Developer").

The Developer is the owner of and/or intends to develop the 35.04 acre tract of land, hereinafter defined as the Service Area, said land being the tract described in Exhibit "A", attached hereto. The public consumers and land within the Service Area will require water, sewer and drainage services from the District in order for the development to occur. The District is a public utility which was created, organized and exists for the purposes, among others, of furnishing water, sewer and drainage services to public consumers and land within its boundaries, and is empowered to among other things, purchase, construct, acquire, or extend all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to, among other things, supply water for municipal, domestic and commercial purposes, collect, transport, dispose of and control domestic, industrial or communal waste, and gather, conduct, divert, and control storm water and other harmful excesses of water. The District is desirous of fulfilling its purposes and accomplishing same through the provision of such services to the public consumers and land within the Service Area and is authorized by applicable law to enter into contracts to accomplish same.

The District is empowered and authorized to sell Bonds (as defined herein) to purchase the goods and pay for the services necessary to construct the Facilities (as defined herein) and fulfill its purposes as set forth above, however, the District desires that the Facilities be provided prior to the sale of its Bonds to pay therefor, because the interim growth of taxable values in the District should make the Bonds saleable upon better terms and will permit the District to meet more easily

debt service requirements on the Bonds, and because it is anticipated that timely construction of the Facilities will prevent escalation of construction costs.

The Developer, as a financing service to the District, desires to provide funds to the District for the purchase of goods and the construction of the Facilities prior to the sale by the District of Bonds to pay for same and is willing to provide funds for said purchase, and/or arrange for the necessary services, personnel, goods, equipment and administration to design, construct, supervise, inspect, and finance the Facilities or portions thereof, provided that the District agrees to pay the Developer for said funds provided for the goods and services out of proceeds from the future sale of Bonds as set forth herein.

The Developer and the District agree that the provisions of this Agreement and the financing by the Developer of the goods and the related services to be provided to the District by the Developer hereunder substantially advance the legitimate interests of the District.

The District and the Developer each represent to the other that it may enter into this Agreement by the Constitution and laws of the State of Texas, particularly Section 49.213, Texas Water Code.

AGREEMENT

For and in consideration of the premises which are agreed to be true and correct and which are made a part of this Agreement, and the mutual promises, covenants, obligations and benefits of this Agreement, the District and the Developer contract and agree as follows:

ARTICLE I

Definitions

In addition to terms defined elsewhere herein, capitalized terms in this Agreement shall have meanings as follows:

Bonds. "Bonds" shall mean the bonds of the District to be sold to pay the Price.

Commission. "Commission" shall mean the Texas Commission on Environmental Quality or its successors.

Construction Costs. "Construction Costs" shall mean all costs incurred by the Developer as a financing service to and for the benefit of the District directly related to the design, development, construction and acquisition of the Facilities, including but not limited to:

- (a) construction contract amounts, including, without limitation, the costs of goods required, the costs of construction and related services, incentives as allowed by law, approved change orders, and amounts related to stormwater management and pollution controls and wetlands mitigation;

- (b) advertisement costs and permitting costs, including, without limitation, federal, state and/or local stormwater and/or wetlands permits and related costs;
- (c) resident construction inspection service as approved by the District;
- (d) engineering and consultant fees for permitting, consultation, surveying, studies and analyses, and design and preparation of plans and specifications for the Facilities, inspections, and construction supervision and other necessary services, such fees not to exceed those fees charged by the District Engineer or other consultant in accordance with the District Engineer's or applicable consultant's contract with the District;
- (e) market study costs, if one is required to support the District's Bond application to the Commission, as and if any such application is required; and
- (f) legal fees incurred by the Developer related directly to the letting and preparation of construction contracts, the obtaining of approval from the appropriate governmental agencies for such construction, or other costs set forth above;

but excluding any sales or use tax paid by the Developer or any contractor or subcontractor from which the District is exempt with respect to goods incorporated into the Facilities and/or services related to same.

Developer. "Developer" shall mean RK Commercial Properties, Inc., or its assignee as provided in Section 5.5 hereof.

District. "District" shall mean Harris County Municipal Utility District No. 569.

District's Engineer. "District's Engineer" shall mean Quiddity Engineering, LLC, Houston, Texas, or its successor, or any additional engineering firm, duly appointed by the District, or any other engineer acting on behalf of and with approval of the District with respect to the Facilities.

Facilities. "Facilities" shall mean the following improvements including all goods for same: all water, sanitary sewer and drainage improvements and/or capacity in any such improvements and related appurtenances, equipment and component parts, including, without limitation, related bridge and culvert crossings, stormwater pollution control facilities and systems and flood plain and wetlands mitigation, necessary to serve the Service Area.

Impact Fees. "Impact Fees" shall mean any impact fees or capital recovery fees or capacity purchase costs paid by the Developer as a financing service to the District to any other governmental entity (other than the District) for services or facilities in order for the District to serve the Service Area.

Interest Costs. "Interest Costs" shall mean the interest on moneys paid by the Developer for Construction Costs, Impact Fees, and Site Costs, calculated at a rate equal to the lesser of (a) the net effective interest rate of the District's Bonds issued to pay the Price, or applicable portion thereof, or to finance the Facilities or (b) if the Developer obtained loans (including internal corporate borrowings) for the purpose of making payment of Construction Costs, Impact Fees, and Site Costs, the interest rate actually paid by the Developer on the applicable loan in either event

calculated for the maximum period of time after the final payment by the Developer on approved Construction Costs or after payment of the Impact Fees and Site Costs in accordance with the Rules (hereinafter defined) to the time of the payment of the Price. If the Developer uses its own funds to pay Construction Costs, Impact Fees, and Site Costs and consequently does not obtain loans for said purpose, Interest Costs shall be calculated on the basis of (a) above.

Price. "Price" shall mean the amount to be paid by the District to the Developer for the financing of services rendered under this Agreement, which shall be an amount not less than the sum of

- (a) the Construction Costs, including costs incurred by the Developer pursuant to Section 2.7 of this Agreement, and including increased or diminished amounts due to change orders, which have been expended by the Developer for work performed at the time of the payment described in this Agreement,
- (b) Impact Fees,
- (c) Interest Costs, and
- (d) Site Costs,

limited, however, to only such costs that the Commission allows to be paid and which will not subject the interest on the Bonds to federal income taxation based upon then applicable laws and regulations, and subject further to the conditions and limitations set forth in this Agreement.

Rules. "Rules" shall mean the rules and regulations of the Commission, as may be amended from time to time.

Service Area. "Service Area" shall mean all of the land described in Exhibit "A" attached hereto.

Sites. "Sites" shall mean all necessary easements, rights-of-way, sites, licenses, franchises and permits required for the District's ownership, operation and/or maintenance of the Facilities.

Site Costs. "Site Costs" shall mean the costs of all necessary easements, rights-of-way and sites required for the Facilities, including costs of any eminent domain proceedings paid by the Developer and/or advanced to the District as a financing service pursuant to Section 2.6 hereof, it being acknowledged by the District that the acquisition of Sites and the services of the Developer to acquire Sites are necessary pre-requisites to the other services to be provided by the Developer under this Agreement, including, without limitation, the financing of the construction of the Facilities.

ARTICLE II

Design and Construction

Section 2.1: General. At such time as the Developer, in the Developer's sole discretion, commences with development of the Service Area and the provision of services to the District hereunder, the Developer will comply with all applicable subdivision ordinances of the City of Houston ("City") and all applicable terms of the City's consent to the creation of the District.

Section 2.2: Risk of Loss; Indemnity. As between the Developer and the District, the District shall bear all risk of loss of or damage to the Facilities occurring prior to the time of payment specified in Article III, Section 5, unless required otherwise by the Rules or any order of the Commission, provided, however, the Developer agrees, as a service to the District, to fund the cost to remedy any such loss or damage to the extent the District does not have funds legally available for same. The District shall be authorized to withhold from the Price any amounts required to perform any such repairs under this Section 2.2 until payment for same by the Developer, or, in absence of payment by the Developer within ninety (90) days following receipt of the proceeds of the sale of Bonds issued to pay the Price of the Facilities, the District may use the funds withheld to pay the costs of same. Such assumption of risk shall not bar any action by the Developer and/or the District for recovery against third parties who may be responsible for such loss or damage.

THE DEVELOPER AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS "LOSSES") OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT, AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM ARISING OUT OF, OR RELATING TO ONE OR MORE CLAIMS, AS HEREINAFTER DEFINED. THE TERM "CLAIMS" AS USED HEREIN SHALL MEAN ALL CLAIMS, LAWSUITS, CAUSES OF ACTION, AND OTHER LEGAL ACTIONS AND PROCEEDINGS BROUGHT AGAINST THE DISTRICT OR TO WHICH THE DISTRICT IS A PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF, OR RELATE TO THE ACQUISITION, PURCHASE, FINANCING, OR CONSTRUCTION OF THE FACILITIES. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE THE DEVELOPER FROM LIABILITY ASSUMED HEREUNDER AND ARISING PRIOR TO THE EXPIRATION OF SUCH TERM. IN CASE ANY ACTION SHALL BE BROUGHT AGAINST THE DISTRICT IN RESPECT OF WHICH THE INDEMNITY OF THE DEVELOPER HEREUNDER IS APPLICABLE, THE DISTRICT SHALL PROMPTLY NOTIFY THE DEVELOPER IN WRITING AND THE DEVELOPER SHALL ASSUME THE INVESTIGATION AND DEFENSE THEREOF, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE DISTRICT SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY SUCH ACTION AND PARTICIPATE IN THE INVESTIGATION AND DEFENSE THEREOF AT THE DISTRICT'S EXPENSE. THE

DEVELOPER SHALL NOT BE LIABLE FOR ANY SETTLEMENT OF ANY SUCH ACTION WITHOUT ITS CONSENT, BUT IF ANY SUCH ACTION IS SETTLED WITH THE CONSENT OF THE DEVELOPER OR IF THERE BE FINAL JUDGMENT FOR THE PLAINTIFF IN ANY SUCH ACTION, THE DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY LOSSES BY REASON OF SUCH SETTLEMENT OR JUDGMENT. TO THE EXTENT PROVIDED ABOVE, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 2.3: Plans and Specifications; Change Orders. The District's Engineer will design the Facilities in accordance with sound engineering principles, and the standards and specifications of the District, the Commission, the City and any other agency having or hereafter acquiring jurisdiction. The plans and specifications for the Facilities shall be prepared by the District's Engineer and submitted to and approved by the District prior to the beginning of construction thereof.

No change in the final plans and specifications for the Facilities or the construction contract shall be effected or permitted except pursuant to written change order approved by the District, a copy of which shall be provided to the Developer. Such change orders shall clearly state changes to be made and the increase or decrease in Construction Costs effected thereby. No substantial change shall be made without the prior consent of the Commission, if required by the then applicable Rules of the Commission. It is understood and agreed that any change orders are subject to the applicable provisions of the Texas Water Code and the Rules.

Section 2.4: Contract Documents and Bonds; Sales Tax Exemption. The District's Engineer will prepare the bid documents and construction contract documents which shall be in a form such that they constitute a "separated contract" pursuant to the laws of the State of Texas and the rules of the Comptroller of Public Accounts of the State of Texas in order that all tangible goods required to be purchased and incorporated into the Facilities will be exempt from state sales and use tax. The District will issue an exemption certificate or other appropriate document when and as necessary to assure exemption from such sales and use taxes. The District shall require all contractors to provide performance and payment bonds comporting with the requirements of Section 2253.001, et seq., Texas Government Code, in order to assure completion and payment. The District shall file all construction plans and specifications, contract documents and supporting engineering data with respect to the Facilities with the Commission as and if required by the Rules.

Section 2.5: Advertisement for Bids. The District shall advertise for bids and let construction contracts in accordance with Subchapter I of Chapter 49, Texas Water Code, as amended, and the Rules. Upon receipt of bids, the District shall submit same to the Developer together with a tabulation of the bids for review and approval.

Section 2.6: Construction.

- (a) All Facilities shall be constructed in Sites dedicated to the public or other governmental agencies or specifically conveyed and sold to the District by the

Developer or by third parties. The District's Engineer shall provide a certificate of completion to the effect that the construction has been completed in accordance with the plans and specifications as approved by the District and has been approved by all required regulatory agencies having jurisdiction, which certificate shall be addressed to both the Developer and the District.

- (b) The District is authorized to enter into a contract for construction of the Facilities and to proceed with the construction thereof, subject to (1) the Developer's execution of a suitable guarantee for the performance of its obligations under this Agreement and (2) the provisions of this section.
- (c) The District's Engineer shall serve as project engineer for the Facilities and shall provide inspection during the construction of the Facilities as deemed reasonable and necessary by the District.

Section 2.7: Cost of Facilities to be Funded by Developer. The Developer hereby agrees, as a financing service to the District, promptly to pay, as they become due, all costs of the Facilities, including, without limitation, all Construction Costs, Site Costs and Impact Fees; all out-of-pocket expense incurred in connection therewith; and any other costs constituting the Price, or applicable portion thereof. It is the intention of this Agreement that, subject to the District's obligation to pay the Price to the Developer and to purchase the Facilities as provided in Article III hereinbelow, the District shall not be liable to any contractor, engineer, attorney, materialman, or other party employed or contracted with in connection with the Facilities.

Section 2.8: Street and Road Construction Contracts and Acceptance. In accordance with the Rules, the Developer shall include in any Service Area street and road construction contract a provision that places the responsibility on the contractor for repair, cleanup, and exhumation of manholes, valve boxes, sewer pipe, and all other District facilities damaged and/or buried as a result of construction of streets and roads. At no cost to the District, except as may otherwise be agreed by the District under a separate agreement, the Developer shall obtain final acceptance by Harris County, Texas of all public streets and roadways and, if applicable, related storm sewer facilities within the Service Area and shall provide written evidence thereof to the District.

Section 2.9: Records. The Developer shall keep accurate records of both invoices for and payments of the Price itemizing and separating all costs relative to the Price eligible for payment by the District as set forth herein, such costs being allocated and determined in accordance with the Rules. The Developer shall have the burden of establishing such payment and allocation to the reasonable satisfaction of the District, the Commission, and the District's auditor, if necessary. The District shall have the right to examine such records at reasonable times and intervals. The Developer agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the Texas Local Government Records Act and all rules, regulations, policies and retention schedules adopted thereunder with respect to any records to which said Acts apply.

Section 2.10: Quitclaim by the Developer. Except as provided hereinbelow, and subject to the conditions set forth below, immediately following certification of completion of the Facilities by the District's Engineer, inspection and approval by all regulatory agencies with jurisdiction, and payment by the Developer, as a financing service to the District, of the applicable Construction Costs of the Facilities, or applicable portion thereof, the Developer shall quitclaim any right, title and interest in the Facilities to the District, utilizing a quitclaim conveyance substantially in the form attached hereto as Exhibit "B".

Notwithstanding the foregoing and quitclaim of the Facilities by the Developer, the District shall remain obligated to pay the Price in accordance with the terms of this Agreement and nothing herein or in the quitclaim shall be construed as consent by the Developer to waiver of adequate compensation in the form of payment of the Price.

ARTICLE III

Payment of the Price

Section 3.1: Payment of the Price. Subject to the conditions and limitations hereafter defined and set forth in this Article III and other conditions and limitations set forth elsewhere in this Agreement, the providing of the financing services by the Developer under this Agreement, and the quitclaim of the Developer's right, title and interest in the Facilities to the District as heretofore provided, the District shall be obligated to pay the Price to the Developer. The Developer and the District understand and agree that the total Price paid by the District shall be the maximum Price allowable under the Rules subject, however, to any orders of the Commission relating to whether any component cost of the Price is not eligible for payment. The Developer and the District understand and agree that such total Price will be paid only to the extent that such amounts are legally available for such purpose, and the District agrees to pay the Price to the Developer based upon an independent audit performed at the District's expense of the records required to be maintained under Section 2.9 above, with said audit to be performed in accordance with the Rules and in accordance with the applicable standards of the American Institute of Certified Public Accountants. The parties hereto specifically agree that the amount of the Price shall not be diminished by any action or a failure to act by the District which attempts to restrict or limit said payment, or any component cost therein, to an amount which is less than is required or allowed by the Rules or orders of the Commission, subject, however, to the provisions of Section 3.3 below.

Section 3.2: Sites. As a service to the District, the Developer shall provide all the necessary Sites, the Site Costs of which shall be included in the Price. Any Sites conveyed to the District in fee simple shall be conveyed by special warranty deed. The Developer shall have the right to use all Sites, presently held by the District for the benefit of the Service Area in the performance of its obligations hereunder, provided said use shall not unreasonably interfere with or prevent the District's use of said Sites.

Section 3.3: Conditions. The District shall use its reasonable good faith efforts to authorize, issue, sell and deliver the Bonds in accordance with the terms of this Agreement,

provided that, notwithstanding any provisions herein to the contrary, the District shall be under no obligation to pay the Price unless:

- (a) the Commission has inspected the Facilities as and if required and has approved the terms and conditions of the payment of the Price;
- (b) the Developer has performed all obligations required pursuant to the provisions of Section 2.2 of this Agreement and any applicable Rules and/or orders of the Commission, the costs of which may be reimbursed by the District if allowed by the Commission and agreed to by the District;
- (c) the conditions set forth in Section 3.1 have been satisfied;
- (d) with respect only to any taxes levied or otherwise imposed by the District, the District and the Developer (or the Developer's predecessor in title) and any holders of a lien on the land in the District owned by the Developer (or the Developer's predecessor in title) have entered into an agreement whereby there is a waiver of the right to claim agricultural, open space, wildlife management, timberland, or inventory valuations for any land, homes or buildings owned by the Developer (or the Developer's predecessor in title) within the District, in accordance with the Rules;
- (e) all obligations and requirements as set forth in the Rules, specifically including, but not limited to, those requirements with respect to economic feasibility, shall have been fully performed and satisfied;
- (f) the Developer provided all information reasonably required by the District's disclosure counsel in connection with issuance of Bonds and has complied with all applicable requirements of Rule 15c2-12 (or any successor rule) of the Securities and Exchange Commission regarding continuing disclosure of information (including material events as defined in said Rule 15c2-12) in connection with the issuance of Bonds, including, without limitation, the execution of an agreement with the District with respect to the providing of such information as and if required by the District;
- (g) the Developer (together with any assignee, pursuant to an assignment hereof as provided in Article IV below) has executed and delivered a receipt to the District in form satisfactory to the District in which the Developer (and/or any such assignee) represents and warrants that it (or the assignee, if applicable) is entitled to receive the Price (or applicable portion thereof) and no other person or entity is entitled to or has a claim to same; and

- (h) the Developer (together with any assignee, pursuant to an assignment under Article IV below), as and if requested by the District's bond counsel in connection with the issuance of Bonds, has timely executed and delivered (1) a "standing letter" or other certification evidencing compliance with Sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, in a form substantially similar to that set forth under Exhibit "C" or as otherwise required by the Attorney General of the State of Texas at the time of the request, or (2) a certificate evidencing compliance with Section 2252.152, Texas Government Code, and the inapplicability of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, to this Agreement (and any assignment under Article IV below), in a form specified by the District's bond counsel or otherwise required by the Attorney General of the State of Texas at the time of the request.

Notwithstanding any provisions to the contrary in this Agreement, the District shall be under no obligation to pay the Price with respect to any portion of the Service Area (and/or improvements constructed therein) which is, as of the date hereof, or becomes, after the date hereof and prior to payment of the Price, or applicable portion thereof, exempt from the levy and/or collection of ad valorem taxes by the District. If only a portion of the Service Area (and/or improvements constructed therein) becomes exempt as set forth above, the District, upon the advice of its engineer, shall determine, in its sole discretion, the portion of the Price allocated to the exempt area which shall not be subject to payment by the District to the Developer. This paragraph shall apply notwithstanding that the Developer is not the end-user of the exempt portion of the Service Area unless the Developer causes said end-user to pay the fees and charges due the District from tax exempt entities (including tap fees) in accordance with the District's Rate Order and all costs of drainage facilities or portions thereof attributable to the portion of the Service Area that becomes exempt as set forth above.

Notwithstanding any provisions to the contrary in this Agreement, the District and the Developer agree that the following order of priority shall apply with respect to amounts to be included within the District's and/or Harris-Waller Counties Municipal Utility District No. 4's ("MUD No. 4") bond issues and to be paid hereunder or to third parties as noted:

- (a) First Priority – reimburse up to \$600,000 to Developer pursuant to this Agreement and/or the Development Financing Agreement between Developer and MUD No. 4 (collectively, the "Developer Reimbursement Agreements");
- (b) Second Priority – reimburse up to \$4,000,000 to Astro Sunterra, LP ("Astro") pursuant to its utility development agreements with the District and/or MUD No. 4 (collectively, the "Astro Reimbursement Agreements"); and
- (b) Third Priority – reimburse up to \$2,000,000 to Developer pursuant to the Developer Reimbursement Agreement.

Bonds will be issued by the District if the District determines that the projected total combined debt service and maintenance tax rate following sale of such Bonds issued to pay the

Price to the Developer will not exceed the District's then current total combined debt service and maintenance tax rate per each \$100 of assessed valuation (subject to satisfaction of the other requirements of this Agreement for issuance of Bonds and market conditions) based upon 100% of the taxable valuation of the Service Area calculated as follows (but subject to the next succeeding paragraph):

Total Taxable Value of Service Area X 100% (subject to the provision below)	X	District's Tax Rate/\$100 of said 100% taxable value	>	Maximum annual debt service on the Bonds previously sold and to be sold to pay the Price to the Developer and/or Astro (as applicable)
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The taxable valuation shall be based upon the valuations certified by the Harris Central Appraisal District on the most recent certified tax roll and applying such valuations to the land and improvements then existing and reasonably projected by the District's financial advisor in the Service Area. The total taxable value of the Service Area shall be allocated as follows (i) first to Developer to support issuance of Bonds by the District and/or MUD No. 4 to pay Developer up to \$600,000; (ii) second to Astro to support issuance of Bonds by the District and/or MUD No. 4 to pay Astro up to \$4,000,000; and (iii) third to Developer to support issuance of Bonds by the District and/or MUD No. 4 to pay Developer up to \$2,000,000. Thereafter, the parties agree that any remaining taxable value of the Service Area shall be allocated to Astro until Astro is fully paid under the Astro Reimbursement Agreements.

The Developer and the District acknowledge and agree that there are other developers active within the District and that, if the District cannot pay all developers everything owed at one time, payment by the District to the various developers within the District shall be prorated based upon the respective taxable assessed valuations created upon the various developers' tracts within the District; provided, however, that the foregoing shall not apply to any operation funds to be included in a particular bond issue for a particular year as determined by the District, if failure to include all operation funds due to all developers would result in prohibition of including same in a future bond issue under the Rules subject, however, to the foregoing conditions related to economic feasibility. For purposes of this paragraph, the taxable assessed valuations shall be based upon the valuations certified by the Harris Central Appraisal District on the most recent certified tax roll and applying such valuations to the land and improvements then existing and reasonably projected by the District's financial advisor in the Service Area and in the service areas of other developers.

Section 3.4: Sale of Bonds. The District will be under no obligation to pay the Price to the Developer until the District has consummated the sale of the Bonds in an amount sufficient to pay the Price or a mutually agreed upon portion thereof, but may do so as set forth in Section 3.5 below. The District covenants that it will, subject to the provisions of Sections 3.1 and 3.3, and other conditions and limitations set forth in this Agreement, exercise its best efforts to sell the Bonds immediately upon satisfaction of the conditions set forth in Section 3.3; provided, however, it is understood and agreed that the District may delay the sale of the Bonds in the event its financial

advisor determines that the Bonds would be unmarketable or that the District would be required to pay a substantially higher interest rate than that used in the District's application to the Commission for approval of the Bonds; and further provided, however, it is understood and agreed that in no event shall the District pursue any sale of Bonds in an amount less than \$1,000,000, unless the sale is the last installment of Bonds to be sold relative to the Service Area. It is understood and agreed that no provision of this Agreement shall prohibit the District from issuing notes or making other financial arrangements in order to purchase or construct the Facilities. The District agrees to cooperate with the Developer to obtain a rating of the Bonds and/or bond insurance if determined feasible by the District's financial advisor.

Section 3.5: Time of Payment of the Price. Subject to the conditions in Section 3.3 of this Article and any other conditions to and limitations on payment set forth in this Agreement, and subject to receipt by the District (or its auditor, as the case may be) of the records required for the audit of the Price to be paid as required by the Rules, and subject to receipt and approval by the District of said audit, and subject to receipt by the District of Commission approval based upon its inspection of the Facilities as and if required, the payment of the Price shall be made within thirty (30) days after receipt by the District of the funds from the sale of the Bonds or as soon thereafter as possible following receipt (and approval, as applicable) of said items; provided, however, the District may, at its sole option, pay same at an earlier time.

Section 3.6: Representations by Developer. The Developer represents and covenants that:

- (a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the Developer;
- (b) This Agreement, and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party; and
- (c) The Developer has made or will make sufficient financial arrangements to assure its ability to provide funds to pay all financing of the costs associated with the acquisition and construction of the Facilities.

Section 3.7: Representations by the District. The District represents and covenants that it will use its best efforts to:

- (a) If sufficient Bonds to pay all of the Price have not heretofore been authorized by voters within the District, call and hold an election or elections to seek voter approval of an amount of Bonds to pay said Price; provided, however, in no event shall the District be obligated or in any way required to call and hold more than two (2) elections for said purpose;
- (b) Apply for and obtain the approval of the Commission of the completed Facilities;

- (c) Apply for and obtain the approval of the Commission for the issuance and sale of the Bonds, subject to the terms, conditions and limitations set forth herein;
- (d) Market the Bonds, subject to the terms, conditions and limitations set forth herein, in the manner contemplated hereby; and
- (e) Apply for and obtain the approval of the Attorney General of the State of Texas of the Bonds, as and if sold.

Section 3.8: Survival of Representations. All representations, warranties and agreements of the District and the Developer shall survive the quitclaim of the Developer's right, title and interest in the Facilities and payment of the Price.

Section 3.9: Service to Service Area. The District shall have and enjoy complete ownership of the Facilities. The District shall provide water, sewer, and drainage service to the Service Area on the same terms and conditions as it provides services to other land within the District.

Section 3.10: Duty to Cure. The Developer agrees, upon the District's request, to act on behalf of or together with the District in any action taken by the District for correction of any construction or engineering defects in the Facilities or satisfying any claim for goods, labor and materials. The Developer hereby agrees that any such action requested by the District shall be performed diligently and expeditiously and as a service to the District. The Developer's duties under this Section shall be in addition to its obligations under Section 2.2 of this Agreement.

Section 3.11: Waiver of Governmental Immunity; Remedies. The District and the Developer agree that this Agreement constitutes an agreement for providing services to the District and is subject to the provisions of the Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect. In accordance with Sections 271.152 and 271.153 thereof, to the extent limited, however, by the provisions thereof, the District hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for the Developer to enforce this Agreement, but only as to the Developer and this Agreement.

In the event of default by the Developer in any of its obligations hereunder (and which default continues for thirty (30) days after receipt of written notice by the Developer), the District shall have the option, but not the obligation, to assume the Developer's obligation for the providing or the performance of any services hereunder.

Further, in enforcing the performance of the provisions of this Agreement, but subject to the above, each party shall have the right to the exercise of all remedies provided at law or in equity, including particularly, but without limitation, the right to obtain a writ of mandamus requiring the other party to perform its obligations hereunder. No waiver of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent waiver or default.

If either party hereto is the prevailing party in any legal proceedings against the other brought under this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable and necessary attorney's fees from the non-prevailing party to such proceedings.

ARTICLE IV

Assignment Of District Proceeds

Section 4.1: Procedure. Neither Developer, nor Developer's legal representatives or successors in interest, by operation of law or otherwise, shall directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge, or otherwise transfer or hypothecate (herein called an "Assignment") Developer's rights to the Price or any other sum or portions thereof due it or to become due it from the District or the Developer's contract right to any such sums arising out of and by virtue of this Agreement without strictly complying with the notice procedure set forth hereinbelow.

Section 4.2: Conditional Permitted Assignment. Developer shall have the right to (i) assign or pledge all or a portion of the Developer's contract right to any sum due or to become due under this Agreement to aid and assist Developer in the financing of its acquisition of the real estate comprising the Service Area and its financing of the improvements to be constructed hereunder or any other purpose deemed appropriate by the Developer, and (ii) assign (either outright or by operation of law) all or a portion of any sum due or to become due under this Agreement to a subsequent owner of the Service Area or another third party; provided, however, that any such Assignment shall be effective as to the District only upon strict compliance with and completion of each of the following terms and conditions:

- (a) The execution of an acknowledgement of notice by the District, the form of which is attached hereto as Exhibit "D," to evidence the District's receipt of notice of the Assignment; and
- (b) The recording of the Assignment for public notice purposes in the Official Public Records of Real Property of the county (or counties) in which the Facilities are located. A copy of such recorded document shall have been delivered to the District to confirm compliance with such public notice requirement.

Section 4.3: Reliance. The District shall be entitled to pay any sums due or to become due under this Agreement in accordance with the most recent Assignment with respect to which the District has executed an acknowledgment of notice as required hereunder, and the District's records with respect thereto shall be deemed conclusively correct. The District shall not be required to pay any sums due or to become due under this Agreement unless the party claiming such right to receive such sums can prove to the satisfaction of the District compliance with these requirements, and such party's rights thereto.

Section 4.4: Right to Interplead. In the event that any controversy or uncertainty should arise with respect to rights to any sum due or to become due under this Agreement, the District shall have the right, at its sole and absolute discretion, to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

Section 4.5: No Waiver. The District's acknowledgement of notice of any Assignment hereunder shall not be deemed a waiver of the District's rights hereunder or the requirements of this Article IV with respect to any subsequent Assignments, and the parties hereto acknowledge and agree that any subsequent Assignments shall be subject to all of the terms hereof.

ARTICLE V

Miscellaneous

Section 5.1: Liability of District. The District shall have no liability to Developer, except in accordance with the terms hereof.

Section 5.2: Force Majeure. If either party hereto is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay money unless said force majeure is such that the District cannot market its bonds or access other funds legally available and approved by the District to make payments under this Agreement, then the obligations of such party, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, economic collapse, and (ii) breakage or accidents to machinery, pipelines or canals, failure of necessary public utilities and (iii) any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 5.3: Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the Developer and the District.

Section 5.4: Term. Except as otherwise specifically provided herein, including, without limitation, Section 10 below, this Agreement shall be in force and effect from the effective date

hereof until the earlier of (a) fifteen (15) years from said date, or (b) the date upon which all of the following have occurred: the Developer has quitclaimed the Facilities to the District, the District has paid the Price, and the requirement of Section 2.8 with respect to acceptance of streets and/or storm sewers has been satisfied. Notwithstanding the foregoing, the requirement of Section 2.8 with respect to acceptance of streets and/or storm sewers shall survive any such termination and remain an obligation of the Developer for an additional fifteen (15) years. Notwithstanding termination of this Agreement as set forth above, Developer shall be entitled to (a) complete the performance of its services related to the construction of any Facilities approved by the District as of the date of such termination, (b) be paid the Price related thereto in accordance with the terms of this Agreement, and (c) be paid any other portions of the Price accrued but unpaid at the date of such termination.

Section 5.5. Assignability. This Agreement shall bind and benefit the District and its legal successors and Developer and its legal successors, but shall not otherwise be assignable, in whole or in part (except as provided in Article IV with respect to the Price to be paid hereunder), by either party except by supplementary written agreements between the parties. Notwithstanding the foregoing, the District understands and acknowledges that Developer intends to assign this Agreement to a related entity in conjunction with the development of the Service Area. Said assignment shall be effective upon written notice delivered to the District.

If a city annexes (except for limited purposes pursuant to a Strategic Partnership Agreement) the District in its entirety and such city assumes the obligations of the District, this Agreement shall remain in full force and effect and such city shall be entitled to the benefits of the District hereunder and shall be required to assume the obligations of the District hereunder, including the obligation to pay the Price hereunder.

Section 5.6. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. In the absence of notice to the contrary, approval by the District is satisfactory if executed by the President of the Board of Directors of the District and approval by the Developer is satisfactory if an appropriate certificate is executed by a person, firm or entity authorized to determine and give approval or consent. Such approval or consent shall be effective without regard to whether given before or after the time required herein.

Section 5.7. Statutory Representations and Verifications. For purposes of this Section 5.7, the term "affiliate" means any entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

(a) *Foreign Terrorist Organizations.* Pursuant to Chapter 2252, Texas Government Code, Developer represents and certifies that, at the time of execution of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

(b) *No Boycott of Israel.* As required by Chapter 2271, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code.

(c) *No Firearms Discrimination.* As required by Section 2274.002, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

(d) *Lonestar Infrastructure Protection Act.* For purposes of Section 2275.0102, Texas Government Code, and to the extent this Agreement grants to Developer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Developer verifies that neither Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

(e) *No Boycott of Energy Companies.* As required by 2276.002, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

(f) *Liability for Breach.* Without limiting the generality of Section 3.8 hereof, and notwithstanding anything herein to the contrary, liability for breach of the representations and verifications made under this Section 5.7 shall survive termination of this Agreement until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision hereof.

Section 5.8. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and venue shall be in Harris County, Texas. The titles assigned to the various Sections and Articles of this Agreement are for

convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

Section 5.9. Severability. If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

Section 5.10. Agreement Subject to Closing on Service Area; Effective Date. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall not be effective and binding upon the District until the Service Area (or portion thereof) has been purchased by the Developer, which shall be evidenced by a deed recorded in the real property records of Harris County, a copy of which recorded deed shall be provided to the District. The effective date of this Agreement shall be the date of said deed. If the Developer purchases less than all of the Service Area, the District and Developer agree to enter into an amendment to this Agreement to reflect the revised Service Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written herein in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute and be one and the same instrument, and the signature pages of which may be removed and aggregated to form one Agreement reflecting execution by both parties.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of the Board of Directors of Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(SEAL)

RK COMMERCIAL PROPERTIES, INC., a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of RK Commercial Properties, Inc., a Texas corporation, on behalf of said entity.

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

(SEAL)

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(c)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON _____, 20__, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

JOINDER

Astro Sunterra, L.P. hereby executes this Joinder to evidence its approval of and agreement with the order of priority of reimbursements, as set out specifically in Section 3.3 of the Agreement.

ASTRO SUNTERRA, L.P.,
a Delaware limited partnership

By: ASTRO SUNTERRA GP, L.L.C.,
a Delaware limited liability company
Its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of Astro Sunterra GP, L.L.C., a
Delaware limited liability company, General Partner of Astro Sunterra, L.P., a Delaware limited
partnership, on behalf of said entities.

(SEAL)

Notary Public in and for
the State of Texas

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE ATTACHED AND FOLLOWING FORM 1295 TO THE DISTRICT ON _____, 20____, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

EXHIBIT "B"

QUITCLAIM CONVEYANCE OF UTILITY FACILITIES

(_____)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS THAT:

RK Commercial Properties, Inc. ("Grantor"), a Texas corporation, with offices at _____, _____, _____ County, _____, _____, being a developer of land within Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas organized by Order of the Texas Commission on Environmental Quality, pursuant to Article XVI, Section 59 of the Constitution of Texas and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, with offices located at 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056 ("Grantee"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the agreement of Grantee to pay the "Price" as defined in and pursuant to the terms of that certain Utility Development Agreement by and between the Grantor and the Grantee dated _____, 20__ (the "Agreement"), has REMISED AND QUITCLAIMED, and by these presents does REMISE AND QUITCLAIM, to Grantee, its successors and assigns, all its right, title and interest in the _____ facilities and all goods, plants, appliances, lines, pipes and works incorporated as part of the facilities, including without limitation all Facilities as defined in the Agreement and/or as listed and described in the Contract, as defined below (collectively referred to herein as the "Facilities"), constructed under that certain agreement dated _____, 20__, by and between the Grantee and _____, as amended or revised by any and all change orders (the "Contract"), providing for the construction of the Facilities to serve certain land within Grantee, together with any and all benefits extending to the "Owner" (as defined in the Contract), including warranties and performance and payment bonds, under the Contract or relating to the Facilities, all of which are located within utility or other public easements or sites dedicated by plat or otherwise to Grantee, Harris County, another governmental entity, or the public generally and filed of record in the Official Public Records of Real Property of Harris County, Texas, and which are listed on Exhibit "1" attached hereto and made a part hereof for all purposes. The quitclaim conveyance of the Facilities hereunder is made free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations, including liens for ad valorem taxes for the current year and payments due to construction contractors, laborers and materialmen, affecting the Facilities.

TO HAVE AND TO HOLD the above-described Facilities together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever.

Grantor binds and obligates itself, its successors and assigns to execute and deliver at the request of Grantee any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to Grantee of the Grantor's right, title and interest in the above-described Facilities.

Grantor, specifically makes the following representations and warranties:

1. As of the date hereof, Grantor has complied with all terms, provisions and covenants of the Agreement as the Agreement relates to the Facilities, Grantor has paid in full all Construction Costs (as defined in such Agreement) of the Facilities (except for the costs of a market study), and Grantor understands and agrees that the terms, provisions and covenants of the Agreement, including, without limitation, the provisions of Section 2.2 and Section 2.8 thereof, shall remain in full force and effect notwithstanding this quitclaim.
2. Grantor has the full legal right and authority to make this quitclaim conveyance.
3. Grantor is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this quitclaim conveyance.
4. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which would prevent the execution of this quitclaim conveyance.
5. The person executing this quitclaim conveyance on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this quitclaim conveyance.
6. [There are no holders of liens against the Facilities.] [Except for the lienholders consenting to this quitclaim conveyance, Grantor has not granted any liens against any interest it may own in the Facilities.]

The parties represent that neither has used any agent or broker to bring about this quitclaim conveyance and agree that no fee is due any agent or broker by reason hereof.

This quitclaim conveyance may be executed in a number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this quitclaim conveyance to be executed and delivered by their duly authorized officers.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED this the _____ day of _____, 20__.

RK COMMERCIAL PROPERTIES, INC., a Texas
corporation

By: _____

Name: _____

Title: _____

"Grantor"

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
20__, by _____, _____ of RK Commercial Properties, Inc., a Texas
corporation.

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

(SEAL)

AGREED TO AND ACCEPTED THIS ____ day of _____, 20__.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

"Grantee"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for
the State of TEXAS

(SEAL)

LIENHOLDER CONSENT AND RELEASE

_____, whose address is _____, [Texas]
_____, a _____ organized under the laws of the [State of _____] [United
States of America], being the sole beneficiary of a mortgage lien and other liens, assignments and
security interests encumbering all or a portion of the easements or sites in which the Facilities (as
defined in the foregoing Quitclaim Conveyance of Utility Facilities) are located, created pursuant
to that certain [Deed of Trust] dated _____, recorded in the Official Public Records of
Real Property of _____ County, Texas, under _____ County Clerk's File
No. _____, [and those certain related documents recorded in the Official Public Records of
Real Property of _____ County, Texas under _____ County Clerk's File No[s].
_____] (the "Lien Documents") securing a promissory note of even date with said [Deed of
Trust], hereby consents to the terms and provisions of the foregoing Quitclaim Conveyance of
Utility Facilities and acknowledges that the execution thereof does not constitute a default under
the Lien Documents or any other document executed in connection with or as security for the
indebtedness above described, and hereby releases and discharges the Facilities, as defined in the
foregoing Conveyance of Utility Facilities, from the liens of the Lien Documents and any other
liens and/or security instruments securing said indebtedness, and acknowledges and agrees that a
foreclosure of said liens and/or security interests shall not include said Facilities. No warranties
of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such
consent and release.

_____, _____
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, _____ of _____, a _____.

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

(SEAL)

EXHIBIT "1"

[To be provided by Engineer - recording information for all easements and/or sites for all facilities to be conveyed, whether easements/sites dedicated by plat or separate conveyance; e.g. all "off-plat" easements should be listed.]

SAMPLE:

1. Public Roads and Utility Easements in the _____ Subdivision, Section _____, _____, _____ County, Texas, a subdivision according to the map or plat thereof recorded under Clerk's File No. _____ at Film Code _____ of the Map Records of _____ County, Texas.
2. Water Line Easement recorded in the Real Property Records of _____ County, Texas under Clerk's File No. _____ at Film Code _____.
3. Special Warranty Deed for [water plant] [detention pond] [wastewater treatment plant] [lift station] [drainage channel] site recorded in the Real Property Records of _____ County, Texas under Clerk's File No. _____ at Film Code _____.

EXHIBIT "D"

ACKNOWLEDGEMENT OF NOTICE [AND INDEMNITY]

The undersigned, Harris County Municipal Utility District No. 569 (the "District") does hereby acknowledge its receipt of notice of that certain [Collateral] [Partial] Assignment dated the _____ day of _____, _____ (the "Assignment") by and between RK Commercial Properties, Inc., a Texas corporation ("Assignor") and _____ ("Assignee") recorded under Clerk's File No. _____, Real Property Records of Harris County, Texas, which Assignment is attached hereto as Exhibit "A", concerning that certain Utility Development Agreement (the "Agreement") dated _____, 20__ by and between Assignor and the District.

By its execution of this Acknowledgement the District disclaims any representations as to (i) the validity of the Assignment, and (ii) whether Assignor and/or Assignee have satisfied the terms and conditions set forth in the Agreement which must be satisfied prior to the accrual of the District's obligation to pay any sum or sums due, or to become due, under the Agreement.

Assignor hereby represents and warrants that it has not assigned or attempted to assign any of its right, title, interest, or benefit in and under the Agreement and which is assigned by the Assignment to any other person or entity, other than Assignee. In consideration of the District's execution of this Acknowledgement, **ASSIGNOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING OUT OF OR IN ANY WAY RELATED TO (I) ASSIGNOR'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ASSIGNOR AS TO ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT.**

Assignee hereby represents and warrants that it will not assign or attempt to assign any of its right, title, interest or benefit in and under the Agreement unless such assignment strictly complies with the terms of such Agreement. **IN CONSIDERATION OF THE DISTRICT'S EXECUTION OF THE ACKNOWLEDGMENT, ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO (I) ASSIGNEE'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT AND FURTHER AGREES TO IMMEDIATELY RETURN TO THE DISTRICT ANY SUM OR SUMS PAID BY THE DISTRICT TO ASSIGNEE UPON THE FINAL DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT ASSIGNEE WAS NOT THE PARTY TO WHICH SUCH SUM OR SUMS WERE DUE AND PAYABLE.**

The foregoing indemnities and hold harmless agreements running in favor of the District are specifically intended to cover all costs of the District for any future litigation, including attorneys fees and expenses, other defense costs, and the costs of enforcing the indemnities and hold harmless agreements.

Executed this the _____ day of _____, 20_.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, President of the Board of Directors of HARRIS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 569, a political subdivision of the State of Texas, on
behalf of said political subdivision.

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

RK COMMERCIAL PROPERTIES, INC., a Texas corporation

By: _____
Name: _____
Title: _____

"ASSIGNOR"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of RK Commercial Properties, Inc., a Texas corporation, on behalf of said entity.

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

(SEAL)

By: _____
Name: _____
Title: _____

"ASSIGNEE"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, _____ of _____, a _____,
on behalf of said _____.

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

(SEAL)

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON _____, 20__, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

Exhibit B

**THE SALE, PLEDGE OR TRANSFER OF CERTAIN RIGHTS GRANTED IN THIS
AGREEMENT WITHOUT STRICT COMPLIANCE WITH ARTICLE IV HEREOF
SHALL BE INEFFECTIVE.**

UTILITY DEVELOPMENT AGREEMENT

BY AND BETWEEN

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

AND

RK COMMERCIAL PROPERTIES, INC.
(35.04 ACRES)

(Road Facilities)

THIS UTILITY DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of December 9, 2024, by and between HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569, located within Harris County, Texas, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, House Bill 2671, 86th Session of the Texas Legislature, Regular Session, codified as Chapter 8057, Special District Local Laws Code (the "Act"), and Section 59 of Article 16 of the Texas Constitution (the "District"), and RK COMMERCIAL PROPERTIES, INC., a Texas corporation (the "Developer").

The Developer is the owner of and/or intends to develop the 35.04 acre tract of land, hereinafter defined as the Service Area, said land being the tract described in Exhibit A, attached hereto. The public and land within the Service Area will require roadways in order for the development to occur. The District is a governmental agency which was created, organized and exists for the purposes, among others, of furnishing roadways to the public and land within its boundaries, and, to the extent authorized by Section 52 of Article 3, Texas Constitution and the Act is empowered to, among other things, design, construct, acquire, finance, issue bonds for and convey to the state, a county or a municipality for operation and maintenance of certain road improvements. The District is desirous of fulfilling its purposes and accomplishing same through the provision of such services to the public and land within the Service Area and is authorized by applicable law to enter into contracts to accomplish same.

The District is empowered and authorized to sell Bonds (as defined herein) to purchase the goods and pay for the services necessary to construct the Facilities (as defined herein) and fulfill its purposes as set forth above, however, the District desires that the Facilities be provided prior to the sale of its Bonds to pay therefor, because the interim growth of taxable values in the District should make the Bonds saleable upon better terms and will permit the District to meet more easily debt service requirements on the Bonds, and because it is anticipated that timely construction of the Facilities will prevent escalation of construction costs.

The Developer, as a financing service to the District, desires to provide funds to the District for the purchase of goods and the construction of the Facilities prior to the sale by the District of Bonds to pay for same and is willing to provide funds for said purchase, and/or arrange for the necessary services, personnel, goods, equipment and administration to design, construct, supervise, inspect, and finance the Facilities or portions thereof, provided that the District agrees to pay the Developer for said funds provided for the goods and services out of proceeds from the future sale of Bonds as set forth herein.

The Developer and the District agree that the provisions of this Agreement and the financing by the Developer of the goods and the related services to be provided to the District by the Developer hereunder substantially advance the legitimate interests of the District.

The District and the Developer each represent to the other that it may enter into this Agreement by the Constitution and laws of the State of Texas, particularly Section 49.213, Texas Water Code.

AGREEMENT

For and in consideration of the premises which are agreed to be true and correct and which are made a part of this Agreement, and the mutual promises, covenants, obligations and benefits of this Agreement, the District and the Developer contract and agree as follows:

ARTICLE I

Definitions

In addition to terms defined elsewhere herein, capitalized terms in this Agreement shall have meanings as follows:

Bonds. "Bonds" shall mean the bonds of the District to be sold to pay the Price.

Commission. "Commission" shall mean the Texas Commission on Environmental Quality or its successors.

Construction Costs. "Construction Costs" shall mean all costs incurred by the Developer as a financing service to and for the benefit of the District directly related to the design, development, construction and acquisition of the Facilities, including but not limited to:

- (a) construction contract amounts, including, without limitation, the costs of goods required, the costs of construction and related services, incentives as allowed by law, approved change orders, and amounts related to stormwater management and pollution controls and wetlands mitigation;
- (b) advertisement costs and permitting costs, including, without limitation, federal, state and/or local stormwater and/or wetlands permits and related costs;

- (c) resident construction inspection service as approved by the District;
- (d) engineering and consultant fees for permitting, consultation, surveying, studies and analyses, and design and preparation of plans and specifications for the Facilities, inspections, and construction supervision and other necessary services, such fees not to exceed those fees charged by the District Engineer or other consultant in accordance with the District Engineer's or applicable consultant's contract with the District;
- (e) market study costs, if one is required to support the District's Bond application to the Commission, if any such application is then required under the Rule; and
- (f) legal fees incurred by the Developer related directly to the letting and preparation of construction contracts, the obtaining of approval from the appropriate governmental agencies for such construction, or other costs set forth above;

but excluding any sales or use tax paid by the Developer or any contractor or subcontractor from which the District is exempt with respect to goods incorporated into the Facilities and/or services related to same.

Developer. "Developer" shall mean RK Commercial Properties Inc., a Texas corporation.

District. "District" shall mean Harris County Municipal Utility District No 569.

District's Engineer. "District's Engineer" shall mean Quiddity Engineering, LLC, Houston, Texas, or its successor, or any additional engineering firm, duly appointed by the District, or any other engineer acting on behalf of and with approval of the District with respect to the Facilities.

Facilities. "Facilities" shall mean the following improvements including all goods for same: roads that meet the criteria for a thoroughfare, arterial or collector road of the county in whose jurisdiction the road is located or the municipality in whose corporate limits or extraterritorial jurisdiction the road is located and any improvements in aid of that road.

Interest Costs. "Interest Costs" shall mean the interest on moneys paid by the Developer for Construction Cost and Site Costs, calculated at a rate equal to the lesser of (a) the net effective interest rate of the District's Bonds issued to pay the Price, or applicable portion thereof, or to finance the Facilities or (b) the Developer's actual interest rate on loans (including general corporate borrowings) obtained for the purpose of making payment of Construction Costs and Site Costs, in either event calculated for the maximum period of time after the final payment by the Developer on approved Construction Costs or after payment of the Site Costs accordance with the Rules (hereinafter defined) to the time of the payment of the Price. If the Developer uses its own funds to pay Construction Costs and Site Costs and consequently does not obtain loans for such purpose, Interest Costs shall be calculated on the basis of (a) above.

Price. "Price" shall mean the amount to be paid by the District to the Developer for the financing of services rendered under this Agreement, which shall be an amount not less than the sum of

- (a) the Construction Costs, including costs incurred by the Developer pursuant to Section 2.7 of this Agreement, and including increased or diminished amounts due to change orders, which have been expended by the Developer for work performed at the time of the payment described in this Agreement,
- (b) Interest Costs, and
- (c) Site Costs,

limited, however, to only such costs which will not subject the interest on the Bonds to federal income taxation based upon then applicable laws and regulations, and subject further to the conditions and limitations set forth in this Agreement.

Rules. "Rules" shall mean the rules and regulations of the Commission, as may be amended from time to time and which shall apply hereto where so noted notwithstanding that the Commission has not asserted jurisdiction over the issuance of the Bonds.

Service Area. "Service Area" shall mean all of the land described in Exhibit "A" attached hereto.

Sites. "Sites" shall mean all necessary easements, rights-of-way, sites, licenses, franchises and permits required for the District's (if applicable or allowed) or other governmental entity's ownership, operation and/or maintenance of the Facilities.

Site Costs. "Site Costs" shall mean the costs of all necessary easements, rights-of-way and sites required for the Facilities, including, if allowed by applicable law, costs of any eminent domain proceedings paid by the Developer and/or advanced to the District as a financing service pursuant to Section 2.6 hereof, it being acknowledged by the District that the acquisition of Sites and the services of the Developer to acquire Sites are necessary pre-requisites to the other services to be provided by the Developer under this Agreement, including, without limitation, the financing of the construction of the Facilities.

ARTICLE II

Design and Construction

Section 2.1: General. At such time as the Developer, in the Developer's sole discretion, commences with development of the Service Area and the provision of services to the District hereunder, the Developer will comply with all applicable subdivision ordinances of the City of Houston ("City") and all applicable terms of the City's consent to the creation of the District.

Section 2.2: Risk of Loss; Indemnity. As between the Developer and the District, the District shall bear all risk of loss of or damage to the Facilities occurring prior to the time of payment specified in Article III, Section 5, provided, however, the Developer agrees, as a service to the District, to fund the cost to remedy any such loss or damage to the extent the District does not have funds legally available for same. The District shall be authorized to withhold from the Price any amounts required to perform any such repairs under this Section 2.2 until payment for same by the Developer, or, in absence of payment by the Developer within ninety (90) days following receipt of the proceeds of the sale of Bonds issued to pay the Price of the Facilities, the District may use the funds withheld to pay the costs of same. Such assumption of risk shall not bar any action by the Developer and/or the District for recovery against third parties who may be responsible for such loss or damage.

THE DEVELOPER AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS "LOSSES") OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT, AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM ARISING OUT OF, OR RELATING TO ONE OR MORE CLAIMS, AS HEREINAFTER DEFINED. THE TERM "CLAIMS" AS USED HEREIN SHALL MEAN ALL CLAIMS, LAWSUITS, CAUSES OF ACTION, AND OTHER LEGAL ACTIONS AND PROCEEDINGS BROUGHT AGAINST THE DISTRICT OR TO WHICH THE DISTRICT IS A PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF, OR RELATE TO THE ACQUISITION, PURCHASE, FINANCING, OR CONSTRUCTION OF THE FACILITIES. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE THE DEVELOPER FROM LIABILITY ASSUMED HEREUNDER AND ARISING PRIOR TO THE EXPIRATION OF SUCH TERM. IN CASE ANY ACTION SHALL BE BROUGHT AGAINST THE DISTRICT IN RESPECT OF WHICH THE INDEMNITY OF THE DEVELOPER HEREUNDER IS APPLICABLE, THE DISTRICT SHALL PROMPTLY NOTIFY THE DEVELOPER IN WRITING AND THE DEVELOPER SHALL ASSUME THE INVESTIGATION AND DEFENSE THEREOF, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE DISTRICT SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY SUCH ACTION AND PARTICIPATE IN THE INVESTIGATION AND DEFENSE THEREOF AT THE DISTRICT'S EXPENSE. THE DEVELOPER SHALL NOT BE LIABLE FOR ANY SETTLEMENT OF ANY SUCH ACTION WITHOUT ITS CONSENT, BUT IF ANY SUCH ACTION IS SETTLED WITH THE CONSENT OF THE DEVELOPER OR IF THERE BE FINAL JUDGMENT FOR THE PLAINTIFF IN ANY SUCH ACTION, THE DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY LOSSES BY REASON OF SUCH SETTLEMENT OR JUDGMENT. TO THE EXTENT PROVIDED ABOVE, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 2.3: Plans and Specifications; Change Orders. The District's Engineer will design the Facilities in accordance with sound engineering principles, and the standards and

specifications of the District, the Commission, the City, if applicable, Harris County, and, if appropriate, the Texas Department of Transportation and any other agency having or hereafter acquiring jurisdiction. The plans and specifications for the Facilities shall be prepared by the District's Engineer and submitted to and approved by the District prior to the beginning of construction thereof.

No change in the final plans and specifications for the Facilities or the construction contract shall be effected or permitted except pursuant to written change order approved by the District, a copy of which shall be provided to the Developer. Such change orders shall clearly state changes to be made and the increase or decrease in Construction Costs effected thereby. No substantial change shall be made without the prior consent of the Commission, if required by the then applicable Rules. It is understood and agreed that any change orders are subject to the applicable provisions of the Texas Water Code and the then applicable Rules.

Section 2.4: Contract Documents and Bonds; Sales Tax Exemption. The District's Engineer will prepare the bid documents and construction contract documents which shall be in a form such that they constitute a "separated contract" pursuant to the laws of the State of Texas and the rules of the Comptroller of Public Accounts of the State of Texas in order that all tangible goods required to be purchased and incorporated into the Facilities will be exempt from state sales and use tax. The District will issue an exemption certificate or other appropriate document when and as necessary to assure exemption from such sales and use tax. The District shall require all contractors to provide performance and payment bonds comporting with the requirements of Section 2253.001, et seq., Texas Government Code, in order to assure completion and payment. The District shall file all construction plans and specifications, contract documents and supporting engineering data with respect to the Facilities with the Commission as and if required by the Rules.

Section 2.5: Advertisement for Bids. The District shall advertise for bids and let construction contracts in accordance with Subchapter I of Chapter 49, Texas Water Code, as amended, and the Rules. Upon receipt of bids, the District shall submit same to the Developer together with a tabulation of the bids for review and approval.

Section 2.6: Construction.

- (a) All Facilities shall be constructed in Sites dedicated to the public or other governmental agencies or specifically conveyed and sold to the District by the Developer or by third parties. The District's Engineer shall provide a certificate of completion to the effect that the construction has been completed in accordance with the plans and specifications as approved by the District and has been approved by all required regulatory agencies having jurisdiction, which certificate shall be addressed to both the Developer and the District.
- (b) The District is authorized to enter into a contract for construction of the Facilities and to proceed with the construction thereof, subject to (1) the Developer's execution of a suitable guarantee for the performance of its obligations under this Agreement and (2) the provisions of this Section.

- (c) The District's Engineer shall serve as project engineer for the Facilities and shall provide inspection during the construction of the Facilities as deemed reasonable and necessary by the District.

Section 2.7: Cost of Facilities to be Funded by Developer. The Developer hereby agrees, as a financing service to the District, promptly to pay, as they become due, all costs of the Facilities, including, without limitation, all Construction Costs and Site Costs; all out-of-pocket expense incurred in connection therewith; and any other costs constituting the Price, or applicable portion thereof. It is the intention of this Agreement that, subject to the District's obligation to pay the Price to the Developer and to purchase the Facilities as provided in Article III hereinbelow, the District shall not be liable to any contractor, engineer, attorney, materialman, or other party employed or contracted with in connection with the Facilities.

Section 2.8: Street and Road Construction Contracts and Acceptance. In accordance with the Rules, the construction contract for the Facilities shall include a provision that places the responsibility on the contractor for repair, cleanup, and exhumation of manholes, valve boxes, sewer pipe, and all other District facilities damaged and/or buried as a result of construction of the Facilities. At no cost to the District, except as may otherwise be agreed by the District under a separate agreement, the Developer shall obtain final acceptance for operation and maintenance by Harris County, Texas and/or the State of Texas of all public streets and roadways, including the Facilities, and, if applicable, related storm sewer facilities, within the Service Area and shall provide written evidence thereof to the District. The District shall not be obligated to issue the Bonds and/or pay the Price unless and until written evidence of said acceptance is provided to the District, notwithstanding any provision in this Agreement to the contrary.

Section 2.9: Records. The Developer shall keep accurate records of both invoices for and payments of the Price itemizing and separating all costs relative to the Price eligible for payment by the District as set forth herein, such costs being allocated and determined in accordance with the Rules. The Developer shall have the burden of establishing such payment and allocation to the reasonable satisfaction of the District, and the District's auditor, if necessary. The Developer agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the Texas Local Government Records Act and all rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Acts apply. The District shall have the right to examine such records at reasonable times and intervals.

Section 2.10: Quitclaim by the Developer. Except as provided hereinbelow, and subject to the conditions set forth below, immediately following certification of completion of the Facilities by the District's Engineer, inspection and approval by all regulatory agencies with jurisdiction, and payment by the Developer, as a financing service to the District, of the applicable Construction Costs of the Facilities, or applicable portion thereof, the Developer shall commence the process to obtain acceptance of the Facilities by Harris County, Texas and/or the State of Texas for operation and maintenance, if requested by the District, and shall quitclaim any right, title and interest in the Facilities to the District or other appropriate public body (as set forth above) as directed by the District, utilizing a quitclaim conveyance substantially in the form attached hereto as Exhibit "B".

Notwithstanding the foregoing and quitclaim of the Facilities by the Developer, the District shall remain obligated to pay the Price in accordance with the terms of this Agreement and nothing herein or the acceptance of the Facilities by Harris County, Texas and/or the State of Texas and/or the City shall be construed as consent by the Developer to waiver of adequate compensation in the form of payment of the Price.

ARTICLE III

Payment of the Price

Section 3.1: Payment of the Price. Subject to the conditions and limitations hereafter defined and set forth in this Article III and other conditions and limitations set forth elsewhere in this Agreement, the providing of the financing services by the Developer under this Agreement, and the quitclaim of the Developer's right, title and interest in the Facilities as heretofore provided, the District shall be obligated to pay the Price to the Developer. The Developer and the District understand and agree that the total Price paid by the District shall be the maximum Price allowable under the Rules. The Developer and the District understand and agree that such total Price will be paid only to the extent that such amounts are legally available for such purpose, and the District agrees to pay the Price to the Developer based upon an independent audit performed at the District's expense of the records required to be maintained under Section 2.9 above, with said audit to be performed in accordance with the Rules and in accordance with the applicable standards of the American Institute of Certified Public Accountants. The parties hereto specifically agree that the amount of the Price shall not be diminished by any action or a failure to act by the District which attempts to restrict or limit said payment, or any component cost therein, to an amount which is less than is required or allowed by the Rules, subject, however, to the provisions of Section 3.3 below.

Section 3.2: Sites. As a service to the District, the Developer shall provide all the necessary Sites, the Site Costs of which shall be included in the Price. Any Sites conveyed to the District in fee simple shall be conveyed by special warranty deed. The Developer shall have the right to use all Sites, presently held by the District for the benefit of the Service Area in the performance of its obligations hereunder, provided said use shall not unreasonably interfere with or prevent the District's use of said Sites.

Section 3.3: Conditions. The District shall use its reasonable good faith efforts to authorize, issue, sell and deliver the Bonds in accordance with the terms of this Agreement, provided that, notwithstanding any provisions herein to the contrary, the District shall be under no obligation to pay the Price unless:

- (a) the Commission has inspected the Facilities and has approved the terms and conditions of the payment of the Price, as and if then required by the Rules;
- (b) the Developer has performed all obligations required pursuant to the provisions of Section 2.2 of this Agreement and any applicable Rules and/or orders of the Commission, the costs of which may be reimbursed by the District if allowed by

the Commission and agreed to by the District and the requirements of Section 2.8 with respect to acceptance of the Facilities have been satisfied;

- (c) the conditions set forth in Section 3.1 have been satisfied;
- (d) with respect only to any taxes levied or otherwise imposed by the District, the District and the Developer (or the Developer's predecessor in title) and any holders of a lien on the land in the District owned by the Developer (or the Developer's predecessor in title) have entered into an agreement whereby there is a waiver of the right to claim agricultural, open space, wildlife management, timberland, or inventory valuations for any land, homes or buildings owned by the Developer (or the Developer's predecessor in title) within the District, in accordance with the Rules;
- (e) all obligations and requirements as set forth in the Rules, specifically including, but not limited to, those requirements with respect to economic feasibility, shall have been fully performed and satisfied;
- (f) the Developer provided all information reasonably required by the District's disclosure counsel in connection with issuance of Bonds and has complied with all applicable requirements of Rule 15c2-12 (or any successor rule) of the Securities and Exchange Commission regarding continuing disclosure of information (including material events as defined in said Rule 15c2-12) in connection with the issuance of Bonds, including, without limitation, the execution of an agreement with the District with respect to the providing of such information as and if required by the District;
- (g) the Developer (together with any assignee, pursuant to an assignment hereof as provided in Article IV below) has executed and delivered a receipt to the District in form satisfactory to the District in which the Developer (and/or any such assignee) represents and warrants that it (or the assignee, if applicable) is entitled to receive the Price (or applicable portion thereof) and no other person or entity is entitled to or has a claim to same; and
- (h) issuance of the Bonds will not be in violation of the limitations set forth in Section 52 of Article 3 of the Texas Constitution; and
- (i) the Developer (together with any assignee, pursuant to an assignment under Article IV below), as and if requested by the District's bond counsel in connection with the issuance of Bonds, has timely executed and delivered (1) a "standing letter" or other certification evidencing compliance with Sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, in a form substantially similar to that set forth under Exhibit "C" or as otherwise required by the Attorney General of the State of Texas at the time of the request, or (2) a certificate evidencing compliance with Section 2252.152, Texas Government Code, and the inapplicability of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, to this

Agreement (and any assignment under Article IV below), in a form specified by the District's bond counsel or otherwise required by the Attorney General of the State of Texas at the time of the request.

Notwithstanding any provisions to the contrary in this Agreement, the District shall be under no obligation to pay the Price with respect to any portion of the Service Area (and/or improvements constructed therein) which is, as of the date hereof, or becomes, after the date hereof and prior to payment of the Price, or applicable portion thereof, exempt from the levy and/or collection of ad valorem taxes by the District. If only a portion of the Service Area (and/or improvements constructed therein) becomes exempt as set forth above, the District, upon the advice of its engineer, shall determine, in its sole discretion, the portion of the Price allocated to the exempt area which shall not be subject to payment by the District to the Developer. This paragraph shall apply notwithstanding that the Developer is not the end-user of the exempt portion of the Service Area unless the Developer causes said end-user to pay the fees and charges due the District from tax exempt entities (including tap fees) in accordance with the District's Rate Order and all costs of drainage facilities or portions thereof attributable to the portion of the Service Area that becomes exempt as set forth above.

Notwithstanding any provisions to the contrary in this Agreement, the District and the Developer agree that the following order of priority shall apply with respect to amounts to be included within the District's and/or Harris-Waller Counties Municipal Utility District No. 4's ("MUD No. 4") bond issues and to be paid hereunder or to third parties as noted:

- (a) First Priority – reimburse up to \$600,000 to Developer pursuant to this Agreement and/or the Development Financing Agreement between Developer and MUD No. 4 (collectively, the "Developer Reimbursement Agreements");
- (b) Second Priority – reimburse up to \$4,000,000 to Astro Sunterra, LP ("Astro") pursuant to its utility development agreements with the District and/or MUD No. 4 (collectively, the "Astro Reimbursement Agreements"); and
- (b) Third Priority – reimburse up to \$2,000,000 to Developer pursuant to the Developer Reimbursement Agreement.

Bonds will be issued by the District if the District determines that the projected total combined debt service and maintenance tax rate following sale of such Bonds issued to pay the Price to the Developer will not exceed the District's then current total combined debt service and maintenance tax rate per each \$100 of assessed valuation (subject to satisfaction of the other requirements of this Agreement for issuance of Bonds and market conditions) based upon 100% of the taxable valuation of the Service Area calculated as follows (but subject to the next succeeding paragraph):

Total Taxable Value of Service Area X 100% (subject to the provision below)	X	District's Tax Rate/\$100 of said 100% taxable value	>	Maximum annual debt service on the Bonds previously sold and to be sold to pay the Price to the Developer and/or Astro (as applicable)
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The taxable valuation shall be based upon the valuations certified by the Harris Central Appraisal District on the most recent certified tax roll and applying such valuations to the land and improvements then existing and reasonably projected by the District's financial advisor in the Service Area. The total taxable value of the Service Area shall be allocated as follows (i) first to Developer to support issuance of Bonds by the District and/or MUD No. 4 to pay Developer up to \$600,000; (ii) second to Astro to support issuance of Bonds by the District and/or MUD No. 4 to pay Astro up to \$4,000,000; and (iii) third to Developer to support issuance of Bonds by the District and/or MUD No. 4 to pay Developer up to \$2,000,000. Thereafter, the parties agree that any remaining taxable value of the Service Area shall be allocated to Astro until Astro is fully paid under the Astro Reimbursement Agreements.

The Developer and the District acknowledge and agree that there are other developers active within the District and that, if the District cannot pay all developers everything owed at one time, payment by the District to the various developers within the District shall be prorated based upon the respective taxable assessed valuations created upon the various developers' tracts within the District; provided, however, that the foregoing shall not apply to any operation funds to be included in a particular bond issue for a particular year as determined by the District, if failure to include all operation funds due to all developers would result in prohibition of including same in a future bond issue under the Rules, subject, however, to the foregoing conditions related to economic feasibility. For purposes of this paragraph, the taxable assessed valuations shall be based upon the valuations certified by the Harris Central Appraisal District on the most recent certified tax roll and applying such valuations to the land and improvements then existing and reasonably projected by the District's financial advisor in the Service Area and in the service areas of other developers.

Section 3.4: Sale of Bonds. The District will be under no obligation to pay the Price to the Developer until the District has consummated the sale of the Bonds in an amount sufficient to pay the Price or a mutually agreed upon portion thereof, but may do so as set forth in Section 3.5 below. The District covenants that it will, subject to the provisions of Sections 3.1 and 3.3, and other conditions and limitations set forth in this Agreement, exercise its best efforts to sell the Bonds immediately upon satisfaction of the conditions set forth in Section 3.3; provided, however, it is understood and agreed that the District may delay the sale of the Bonds in the event its financial advisor determines that the Bonds would be unmarketable or that the District would be required to pay a substantially higher interest rate than that used in the District's financial advisor's projected tax rate schedules which were the basis for the District's determination to issue the Bonds; and further provided, however, it is understood and agreed that in no event shall the District pursue any sale of Bonds in an amount less than \$1,000,000, unless the sale is the last installment of Bonds to be sold relative to the Service Area. It is understood and agreed that no provision of this Agreement shall prohibit the District from issuing notes or making other financial arrangements

in order to purchase or construct the Facilities. The District agrees to cooperate with the Developer to obtain a rating of the Bonds and/or bond insurance if determined feasible by the District's financial advisor.

Section 3.5: Time of Payment of the Price. Subject to the conditions in Section 3.3 of this Article and any other conditions to and limitations on payment set forth in this Agreement, and subject to receipt by the District (or its auditor, as the case may be) of the records required for the audit of the Price to be paid as required by the Rules, and subject to receipt and approval by the District of said audit, and subject to receipt by the District of Commission approval based upon its inspection of the Facilities as and if required, the payment of the Price shall be made within thirty (30) days after receipt by the District of the funds from the sale of the Bonds or as soon thereafter as possible following receipt (and approval, as applicable) of said items; provided, however, the District may, at its sole option, pay same at an earlier time.

Section 3.6: Representations by Developer. The Developer represents and covenants that:

- (a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the Developer;
- (b) This Agreement, and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party; and
- (c) The Developer has made or will make sufficient financial arrangements to assure its ability to provide funds to pay all financing of the costs associated with the acquisition and construction of the Facilities.

Section 3.7: Representations by the District. The District represents and covenants that it will use its best efforts to:

- (a) Apply for and obtain the approval of the Commission of the completed Facilities, but only as and if required;
- (b) Apply for and obtain the approval of the Commission for the issuance and sale of the Bonds, but only as and if required, subject to the terms, conditions and limitations set forth herein;
- (c) Market the Bonds, subject to the terms, conditions and limitations set forth herein, in the manner contemplated hereby; and
- (d) Apply for and obtain the approval of the Attorney General of the State of Texas of the Bonds, as and if sold.

Section 3.8: Survival of Representations. All representations, warranties and agreements of the District and the Developer shall survive the quitclaim of the Developer's right, title and interest in the Facilities and payment of the Price.

Section 3.9: Service to Service Area. In accordance with the terms of this Agreement, the Facilities will be conveyed or otherwise transferred to Harris County, Texas or the State of Texas for operation and maintenance. The District shall provide road service to the public traveling within the Service Area on the same terms and conditions as it provides road services to other land within the District.

Section 3.10: Duty to Cure. The Developer agrees, upon the District's request, to act on behalf of or together with the District in any action taken by the District for correction of any construction or engineering defects in the Facilities or satisfying any claim for goods, labor and materials. The Developer hereby agrees that any such action requested by the District shall be performed diligently and expeditiously and as a service to the District. The Developer's duties under this Section shall be in addition to its obligations under Section 2.2 of this Agreement.

Section 3.11: Waiver of Governmental Immunity; Remedies. The District and the Developer agree that this Agreement constitutes an agreement for providing services to the District and is subject to the provisions of the Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s), as and if in effect. In accordance with Sections 271.152 and 271.153 thereof, to the extent limited, however, by the provisions thereof, the District hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable to the extent necessary for the Developer to enforce this Agreement, but only as to the Developer and this Agreement.

In the event of default by the Developer in any of its obligations hereunder (and which default continues for thirty (30) days after receipt of written notice by the Developer), the District shall have the option to assume the Developer's obligation for the providing of any goods or the performance of any services hereunder.

Further, in enforcing the performance of the provisions of this Agreement, but subject to the above, each party shall have the right to the exercise of all remedies provided at law or in equity, including particularly, but without limitation, the right to obtain a writ of mandamus requiring the other party to perform its obligations hereunder. No waiver of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent waiver or default.

If either party hereto is the prevailing party in any legal proceedings against the other brought under this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable and necessary attorney's fees from the non-prevailing party to such proceedings.

ARTICLE IV

Assignment Of District Proceeds

Section 4.1: Procedure. Neither Developer, nor Developer's legal representatives or successors in interest, by operation of law or otherwise, shall directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge, or otherwise transfer or hypothecate (herein called an "Assignment") Developer's rights to the Price or any other sum or portions thereof due it or to become due it from the District or the Developer's contract right to any such sums arising out of and by virtue of this Agreement without strictly complying with the notice procedure set forth hereinbelow.

Section 4.2: Conditional Permitted Assignment. Developer shall have the right to (i) assign or pledge all or a portion of the Developer's contract right to any sum due or to become due under this Agreement to aid and assist Developer in the financing of its acquisition of the real estate comprising the Service Area and its financing of the improvements to be constructed hereunder or any other purpose deemed appropriate by the Developer, and (ii) assign (either outright or by operation of law) all or a portion of any sum due or to become due under this Agreement to a subsequent owner of the Service Area or another third party; provided, however, that any such Assignment shall be effective as to the District only upon strict compliance with and completion of each of the following terms and conditions:

- (a) The execution of an acknowledgement of notice by the District, the form of which is attached hereto as Exhibit "D," to evidence the District's receipt of notice of the Assignment; and
- (b) The recording of the Assignment for public notice purposes in the Official Public Records of Real Property of the county (or counties) in which the Facilities are located. A copy of such recorded document shall have been delivered to the District to confirm compliance with such public notice requirement.

Section 4.3: Reliance. The District shall be entitled to pay any sums due or to become due under this Agreement in accordance with the most recent Assignment with respect to which the District has executed an acknowledgment of notice as required hereunder, and the District's records with respect thereto shall be deemed conclusively correct. The District shall not be required to pay any sums due or to become due under this Agreement unless the party claiming such right to receive such sums can prove to the satisfaction of the District compliance with these requirements, and such party's rights thereto.

Section 4.4: Right to Interplead. In the event that any controversy or uncertainty should arise with respect to rights to any sum due or to become due under this Agreement, the District shall have the right, at its sole and absolute discretion, to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

Section 4.5: No Waiver. The District's acknowledgement of notice of any Assignment hereunder shall not be deemed a waiver of the District's rights hereunder or the requirements of this Article IV with respect to any subsequent Assignments, and the parties hereto acknowledge and agree that any subsequent Assignments shall be subject to all of the terms hereof.

ARTICLE V

Miscellaneous

Section 5.1: Liability of District. The District shall have no liability to Developer, except in accordance with the terms hereof.

Section 5.2: Force Majeure. If either party hereto is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay money unless said force majeure is such that the District cannot market its bonds or access other funds legally available and approved by the District to make payments under this Agreement, then the obligations of such party, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, economic collapse, and (ii) breakage or accidents to machinery, pipelines or canals, failure of necessary public utilities and (iii) any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 5.3: Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the Developer and the District.

Section 5.4: Term. Except as otherwise specifically provided herein, including, without limitation, Section 5.10 below, this Agreement shall be in force and effect from the effective date hereof until the earlier of (a) fifteen (15) years from said date, or (b) the date upon which all of the following have occurred: the Developer has quitclaimed the Facilities to the District, the District has paid the Price, and the requirement of Section 2.8 with respect to acceptance of streets and/or storm sewers has been satisfied. Notwithstanding the foregoing, the requirement of Section 2.8 with respect to acceptance of streets and/or storm sewers shall survive any such termination and remain an obligation of the Developer for an additional fifteen (15) years. Notwithstanding termination of this Agreement as set forth above, Developer shall be entitled to (a) complete the performance of its services related to the construction of any Facilities approved by the District as of the date of such termination, (b) be paid the Price related thereto in accordance with the terms of this Agreement, and (c) be paid any other portions of the Price accrued but unpaid at the date of such termination.

Section 5.5. Assignability. This Agreement shall bind and benefit the District and its legal successors and Developer and its legal successors, but shall not otherwise be assignable, in whole or in part (except as provided in Article IV with respect to the Price to be paid hereunder), by either party except by supplementary written agreements between the parties. Notwithstanding the foregoing, the District understands and acknowledges that Developer intends to assign this Agreement to a related entity in conjunction with the development of the Service Area. Said assignment shall be effective upon written notice delivered to the District.

If a city annexes (except for limited purposes pursuant to a Strategic Partnership Agreement) the District in its entirety and such city assumes the obligations of the District, this Agreement shall remain in full force and effect and such city shall be entitled to the benefits of the District hereunder and shall be required to assume the obligations of the District hereunder, including the obligation to pay the Price hereunder.

Section 5.6. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. In the absence of notice to the contrary, approval by the District is satisfactory if executed by the President of the Board of Directors of the District and approval by the Developer is satisfactory if an appropriate certificate is executed by a person, firm or entity authorized to determine and give approval or consent. Such approval or consent shall be effective without regard to whether given before or after the time required herein.

Section 5.7. Statutory Representations and Verifications. For purposes of this Section 5.7, the term "affiliate" means any entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

(a) *Foreign Terrorist Organizations.* Pursuant to Chapter 2252, Texas Government Code, Developer represents and certifies that, at the time of execution of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153, Texas Government Code.

(b) *No Boycott of Israel.* As required by Chapter 2271, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code.

(c) *No Firearms Discrimination.* As required by Section 2274.002, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of

this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

(d) *Lonestar Infrastructure Protection Act.* For purposes of Section 2275.0102, Texas Government Code, and to the extent this Agreement grants to Developer direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Developer verifies that neither Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103, Texas Government Code. The term "critical infrastructure" shall have the meaning assigned to such term in Section 2275.0101, Texas Government Code.

(e) *No Boycott of Energy Companies.* As required by 2276.002, Texas Government Code, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

(f) *Liability for Breach.* Without limiting the generality of Section 3.8 hereof, and notwithstanding anything herein to the contrary, liability for breach of the representations and verifications made under this Section 5.7 shall survive termination of this Agreement until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision hereof.

Section 5.8: Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and venue shall be in Montgomery County, Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

Section 5.9: Severability. If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

Section 5.10. Agreement Subject to Closing on Service Area; Effective Date. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall not be effective and binding upon the District until the Service Area (or portion thereof) has been purchased by the Developer, which shall be evidenced by a deed recorded in the real property records of Harris County, a copy of which recorded deed shall be provided to the District. The

effective date of this Agreement shall be the date of said deed. If the Developer purchases less than all of the Service Area, the District and Developer agree to enter into an amendment to this Agreement to reflect the revised Service Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written herein in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute and be one and the same instrument, and the signature pages of which may be removed and aggregated to form one Agreement reflecting execution by both parties.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 569

By: _____
President, Board of Directors
Address: 1300 Post Oak Boulevard
Suite 2400
Houston, Texas 77056

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, President of the Board of Directors of Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(SEAL)

RK COMMERCIAL PROPERTIES, INC., a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of RK Commercial Properties, Inc., a Texas corporation, on behalf of said entity.

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

(SEAL)

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON _____, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

JOINDER

Astro Sunterra, L.P. hereby executes this Joinder to evidence its approval of and agreement with the order of priority of reimbursements, as set out specifically in Section 3.3 of the Agreement.

ASTRO SUNTERRA, L.P.,
a Delaware limited partnership

By: ASTRO SUNTERRA GP, L.L.C.,
a Delaware limited liability company
Its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of Astro Sunterra GP, L.L.C., a
Delaware limited liability company, General Partner of Astro Sunterra, L.P., a Delaware limited
partnership, on behalf of said entities.

(SEAL)

Notary Public in and for
the State of Texas

EXHIBIT B

QUITCLAIM CONVEYANCE OF ROAD FACILITIES

(_____)

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS THAT:
COUNTY OF HARRIS §

RK Commercial Properties, Inc. ("Grantor"), a Texas corporation, with offices at _____, _____, _____ County, _____, _____, being a developer of land within Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas organized by Order of the Texas Commission on Environmental Quality, pursuant to Article XVI, Section 59 of the Constitution of Texas and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, with offices located at 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056 ("Grantee"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the agreement of Grantee to pay the "Price" as defined in and pursuant to the terms of that certain Utility Development Agreement by and between the Grantor and the Grantee dated _____, 20 (the "Agreement"), has REMISED AND QUITCLAIMED, and by these presents does REMISE AND QUITCLAIM, to Grantee, its successors and assigns, all its right, title and interest in the _____ facilities and all goods, plants, appliances and works incorporated as part of the facilities, including without limitation all Facilities as defined in the Agreement and/or as listed and described in the Contract, as defined below (collectively referred to herein as the "Facilities"), constructed under that certain agreement dated _____, 20_, by and between the Grantee and _____, as amended or revised by any and all change orders (the "Contract"), providing for the construction of the Facilities to serve certain land within Grantee, together with any and all benefits extending to the "Owner" (as defined in the Contract), including warranties and performance and payment bonds, under the Contract or relating to the Facilities, all of which are located within utility or other public easements or sites dedicated by plat or otherwise to Grantee, Harris County, another governmental entity, or the public generally and filed of record in the Official Public Records of Real Property of Harris County, Texas, and which are listed on Exhibit "1" attached hereto and made a part hereof for all purposes. The quitclaim conveyance of the Facilities hereunder is made free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations, including liens for ad valorem taxes for the current year and payments due to construction contractors, laborers and materialmen, affecting the Facilities.

TO HAVE AND TO HOLD the above-described Facilities together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever.

Grantor binds and obligates itself, its successors and assigns to execute and deliver at the request of Grantee any other or additional instruments of transfer, bills of sale, conveyances, or

other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to Grantee of the Grantor's right, title and interest in the above-described Facilities.

Grantor, specifically makes the following representations and warranties:

1. As of the date hereof, Grantor has complied with all terms, provisions and covenants of the Agreement as the Agreement relates to the Facilities, Grantor has paid in full all Construction Costs (as defined in such Agreement) of the Facilities (except for the costs of a market study), and Grantor understands and agrees that the terms, provisions and covenants of the Agreement, including, without limitation, the provisions of Section 2.2 and Section 2.8 thereof, shall remain in full force and effect notwithstanding this quitclaim.
2. Grantor has the full legal right and authority to make this quitclaim conveyance.
3. Grantor is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this quitclaim conveyance.
4. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which would prevent the execution of this quitclaim conveyance.
5. The person executing this quitclaim conveyance on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this quitclaim conveyance.
6. [There are no holders of liens against the Facilities.] [Except for the lienholders consenting to this quitclaim conveyance, Grantor has not granted any liens against any interest it may own in the Facilities.]

The parties represent that neither has used any agent or broker to bring about this quitclaim conveyance and agree that no fee is due any agent or broker by reason hereof.

This quitclaim conveyance may be executed in a number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this quitclaim conveyance to be executed and delivered by their duly authorized officers.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED this the _____ day of _____, 20__.

RK COMMERCIAL PROPERTIES, INC., a Texas
corporation

By: _____
Name: _____
Title: _____

"Grantor"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
20__, by _____, _____ of RK Commercial Properties, Inc., a Texas
corporation.

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

(SEAL)

AGREED TO AND ACCEPTED THIS ____ day of _____, 20_.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

(SEAL)

"Grantee"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20_, by _____, _____ of HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(SEAL)

LIENHOLDER CONSENT AND RELEASE

_____, whose address is _____, [Texas]
_____, a _____ organized under the laws of the [State of _____] [United
States of America], being the sole beneficiary of a mortgage lien and other liens, assignments and
security interests encumbering all or a portion of the easements or sites in which the Facilities (as
defined in the foregoing Quitclaim Conveyance of Road Facilities) are located, created pursuant
to that certain [Deed of Trust] dated _____, recorded in the Official Public Records of
Real Property of _____ County, Texas, under _____ County Clerk's File
No. _____, [and those certain related documents recorded in the Official Public Records of
Real Property of _____ County, Texas under _____ County Clerk's File No[s].
_____] (the "Lien Documents") securing a promissory note of even date with said [Deed of
Trust], hereby consents to the terms and provisions of the foregoing Quitclaim Conveyance of
Road Facilities and acknowledges that the execution thereof does not constitute a default under
the Lien Documents or any other document executed in connection with or as security for the
indebtedness above described, and hereby releases and discharges the Facilities, as defined in the
foregoing Conveyance of Road Facilities, from the liens of the Lien Documents and any other
liens and/or security instruments securing said indebtedness, and acknowledges and agrees that a
foreclosure of said liens and/or security interests shall not include said Facilities. No warranties
of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such
consent and release.

_____, _____
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by
_____, _____ of _____, a _____.

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

(SEAL)

EXHIBIT "1"

[To be provided by Engineer - recording information for all easements and/or sites for all facilities to be conveyed, whether easements/sites dedicated by plat or separate conveyance.]

SAMPLE:

1. Public Roads in the _____ Subdivision, Section ____, _____, _____ County, Texas, a subdivision according to the map or plat thereof recorded under Clerk's File No. _____ at Film Code _____ of the Map Records of _____ County, Texas.
2. Roadway Easement recorded in the Real Property Records of _____ County, Texas under Clerk's File No. _____ at Film Code _____.
3. Special Warranty Deed for roadway site recorded in the Real Property Records of _____ County, Texas under Clerk's File No. _____ at Film Code _____.

EXHIBIT "D"

ACKNOWLEDGEMENT OF NOTICE [AND INDEMNITY]

The undersigned, Harris County Municipal Utility District No. 569 (the "District") does hereby acknowledge its receipt of notice of that certain [Collateral] [Partial] Assignment dated the _____ day of _____, _____ (the "Assignment") by and between RK Commercial Properties, Inc., a Texas corporation ("Assignor") and _____ ("Assignee") recorded under Clerk's File No. _____, Real Property Records of Harris County, Texas, which Assignment is attached hereto as Exhibit "A", concerning that certain Utility Development Agreement (the "Agreement") dated _____, 20__ by and between Assignor and the District.

By its execution of this Acknowledgement the District disclaims any representations as to (i) the validity of the Assignment, and (ii) whether Assignor and/or Assignee have satisfied the terms and conditions set forth in the Agreement which must be satisfied prior to the accrual of the District's obligation to pay any sum or sums due, or to become due, under the Agreement.

Assignor hereby represents and warrants that it has not assigned or attempted to assign any of its right, title, interest, or benefit in and under the Agreement and which is assigned by the Assignment to any other person or entity, other than Assignee. In consideration of the District's execution of this Acknowledgement, **ASSIGNOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING OUT OF OR IN ANY WAY RELATED TO (I) ASSIGNOR'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ASSIGNOR AS TO ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT.**

Assignee hereby represents and warrants that it will not assign or attempt to assign any of its right, title, interest or benefit in and under the Agreement unless such assignment strictly complies with the terms of such Agreement. **IN CONSIDERATION OF THE DISTRICT'S EXECUTION OF THE ACKNOWLEDGMENT, ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES, PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO (I) ASSIGNEE'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY SUM OR SUMS DUE, OR TO BECOME DUE, UNDER THE AGREEMENT AND FURTHER AGREES TO IMMEDIATELY RETURN TO THE DISTRICT ANY SUM OR SUMS PAID BY THE DISTRICT TO ASSIGNEE UPON THE FINAL DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT ASSIGNEE WAS NOT THE PARTY TO WHICH SUCH SUM OR SUMS WERE DUE AND PAYABLE.**

The foregoing indemnities and hold harmless agreements running in favor of the District are specifically intended to cover all costs of the District for any future litigation, including attorneys fees and expenses, other defense costs, and the costs of enforcing the indemnities and hold harmless agreements.

Executed this the _____ day of _____, 20_.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20_,
by _____, President of the Board of Directors of HARRIS COUNTY
MUNICIPAL UTILITY DISTRICT NO. 569, a political subdivision of the State of Texas, on
behalf of said political subdivision.

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

SEAL

RK COMMERCIAL PROPERTIES, INC., a Texas
corporation

By: _____
Name: _____
Title: _____

"ASSIGNOR"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, _____ of RK Commercial Properties, Inc., a Texas
corporation, on behalf of said entity.

Notary Public in and for
the State of _____

(SEAL)

By: _____
Name: _____
Title: _____

"ASSIGNEE"

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, _____ of _____, a _____,
on behalf of said _____.

Notary Public in and for
the State of _____

(SEAL)

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON _____, 20__, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

Exhibit C

HARRIS-WALLER COUNTIES MUNICIPAL UTILITY DISTRICT NO. 4

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

November 21, 2024

RK Commercial Properties, Inc.
1900 West Loop South, Suite 1250
Houston, Texas 77027
Attention: Guillo Machado

Re: Water and Sanitary Sewer Capacity reserved by Harris-Waller Counties Municipal Utility District No. 4 (the "District") for a 35.04-acre tract at Pitts Road and Beckendorff Road located inside the service area of the District (the "Tract")

Dear Mr. Machado:

You have indicated to the Board of Directors of the District that RK Commercial Properties, Inc. (the "Developer" or "you") intends to purchase the Tract and, in connection with your development of the Tract, you have requested that the District reserve for the Tract water and sanitary sewage treatment capacity in an amount not to exceed 450 Equivalent Single Family Connections ("ESFCs") for water and wastewater capacity (the "Capacity") sufficient to serve the development of the Tract. The water and sanitary sewage treatment capacity necessary to serve the initial development phase of the Tract will be determined by the District's engineer in its sole discretion (the "Initial Capacity") at the time of plat recording, with the understanding that the Capacity will continue to be reserved by the District for the benefit of Developer until final plans for the development of the Tract are completed and the final Capacity necessary is determined by the District's engineer in its sole discretion. The Board of Directors of the District hereby agrees to reserve the Capacity to serve the Tract, subject to all of the following terms and conditions:

- 1) This reservation shall be valid only in an amount not exceeding that indicated above and only for the Tract and shall not be valid for any area outside of the Tract.
- 2) This Capacity reservation is subject to the payment of the District's actual cost of the capital recovery fees of an amount not to exceed \$573,750, equal to the number of ESFCs multiplied by \$1275. Payment for the Initial Capacity shall be due and payable to the District as of the date of the recording of the Tract's plat, and the remainder of any EFSCs the District's engineer determines to be necessary for subsequent phases of development

of the Tract to be paid for when needed by Developer. Payment for the Capacity shall be made to the District in coordination with Harris County Municipal Utility District No. 569 ("MUD 569"). MUD 569 has joined in the execution of this Letter to acknowledge the terms hereof and the Capacity reservation in favor of Developer.

- 3) You represented that your land use for the Tract will be for commercial purposes, including without limitation self-storage, office condos, and medical office, retail, and multi-family purposes. This reservation of the Capacity shall be valid only for that land use and for no other land use without the District's written approval.
- 4) If not previously platted, you must prepare a plat of the acreage which you are developing within your Tract in accordance with City of Houston (the "City") subdivision requirements and receive City approval of your plat and file and record said plat with Harris County prior to receipt from the District of the Initial Capacity.
- 5) All plans and specifications for water, wastewater and drainage facilities to serve any portion of the Tract must be prepared by a registered, professional engineer and must be reviewed and approved by the City, the District's engineer, Harris County and all other regulatory authorities having jurisdiction prior to commencement of construction of such facilities. Any necessary easements shall be provided by you. Upon completion of such facilities, the property owner shall provide certification from a registered, professional engineer that the facilities were constructed in accordance with the approved plans and specifications prior to receipt of water service from the District.
- 6) The sewer service line(s) from the foundation of any building within the District to the connection(s) to the District's sanitary sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event any connection or any portion of the service line is or has been constructed and covered without inspection by a representative of the District, water service at such location shall be terminated by the District until inspection as required by the District has been accomplished.
- 7) You will pay for all engineering and construction and any other costs involved in providing internal water, sanitary sewer, and storm sewer utilities within the Tract. You will be responsible for providing and maintaining any private, internal utilities within the Tract.

- 8) Any user of the District's water and sewer services on the Tract shall pay the applicable rates for the services as provided in the District's rate order or other order governing the provision of water and sewer services to the Tract.
- 9) This reservation is transferable, in whole or in part, to a related entity of Developer or a joint venture partner of Developer upon written notice to the District. Except as otherwise provided in this section, this reservation is not otherwise transferable or assignable to any other person, entity or organization whatsoever without the prior written consent of the Board of Directors of the District.
- 10) The reservation of capacity described herein shall not be effective unless and until you have acquired fee title to the Tract. In the event that you do not close on the purchase of the Tract by January 31, 2025, the Capacity shall be freed of this reservation and shall automatically revert to the District.
- 11) This Reservation is not a contract and shall be valid only if all of the conditions above are met.

[EXECUTION PAGES FOLLOW]

The District looks forward to dealing with you in the development of the Tract.

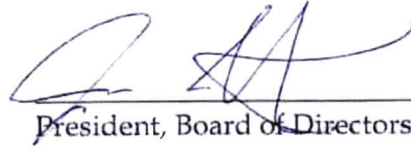
Very truly yours,

HARRIS-WALLER COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 4

A handwritten signature in blue ink, appearing to be "R. J. Baker", written over a horizontal line.

President, Board of Directors

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO.569



President, Board of Directors

Exhibit D

TAX COLLECTOR'S OATH

Harris Co. MUD # 369 }

STATE OF TEXAS

COUNTY OF Harris }

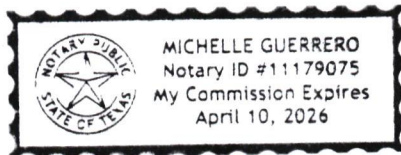
BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 14th day of December, 2024.

Michelle Guerrero
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on _____.

HARRIS COUNTY M.U.D. #569
TAX ASSESSOR/COLLECTOR'S REPORT

11/30/2024

Taxes Receivable: 8/31/2024	\$	3,420.91	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>.00</u>	\$ <u>3,420.91</u>

Original 2024 Tax Levy	\$	1,067,495.19	
Adjustments		<u>1,331,690.72</u>	<u>2,399,185.91</u>

Total Taxes Receivable			\$ 2,402,606.82
-------------------------------	--	--	------------------------

Prior Years Taxes Collected	\$	1,012.28	
2024 Taxes Collected (.9%)		<u>23,078.73</u>	<u>24,091.01</u>

Taxes Receivable at: 11/30/2024			\$ <u>2,378,515.81</u>
--	--	--	-------------------------------

2024 Receivables:

Maintenance	1,140,531.45
Contract	839,557.79
Road Debt	396,017.94

bob leared interests

11111 Katy Freeway, Suite 725
Houston, Texas 77079-2197

Phone: (713) 932-9011
Fax: (713) 932-1150

HARRIS COUNTY M.U.D. #569

	Month of 11/2024	Fiscal to Date 6/01/2024 - 11/30/2024
Beginning Cash Balance	\$ 11,888.13	19,863.09
Receipts:		
Current & Prior Years Taxes	20,785.01	26,069.23
Penalty & Interest		601.90
Additional Collection Penalty		732.63
Stale Dated Checks		1,831.01
Tax Certificates		40.00
Refund - due to adjustments		70.78
TOTAL RECEIPTS	\$ 20,785.01	29,345.55
Disbursements:		
Atty's Fees, Delq. collection	487.66	487.66
CAD Quarterly Assessment		4,374.00
CAD Cost, Estimate of value		699.29
Publications, Legal Notice		854.90
Transfer to General Fund	1,708.36	3,625.64
Tax Assessor/Collector Fee	1,048.00	6,288.00
Transfer to Contract Fund	1,215.36	2,493.55
Postage/Deliveries	133.33	617.44
Supplies		167.52
Tax Certificates		40.00
Audit Preparation		250.00
Additional Services - BLI		360.00
Records Maintenance		60.00
Copies		338.26
Mileage Expense	6.70	46.55
Envelopes - May Del Stmts		2.70
Check Cost		29.40
Positive Pay	25.00	150.00
SB2 Webpage	110.00	385.00
TOTAL DISBURSEMENTS	(\$ 4,734.41)	(21,269.91)
CASH BALANCE AT: 11/30/2024	\$ 27,938.73	27,938.73

HARRIS COUNTY M.U.D. #569

Disbursements for month of December, 2024

Check #	Payee	Description	Amount
	W/T Contract Fund	12/9/24 Transfer to Contract Fund	\$ 7,344.04
	W/T General Fund	12/9/24 Transfer to General Fund	9,976.80
1049	HCAD	CAD Quarterly Presigned	
1050	Bob Leared	Tax Assessor/Collector Fee	1,589.23
TOTAL DISBURSEMENTS			\$ 18,910.07
Remaining Cash Balance			\$ <u>9,028.66</u>
Stellar Bank			

HARRIS COUNTY M.U.D. #569

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 11/2024	Adjustments To Collections 11/2024	Total Tax Collections at 11/30/2024	Total Taxes Receivable at 11/30/2024	Collection Percentage
2024	20,785.01		23,078.73	2,376,107.18	.962
2023			959,250.63	2,408.63	99.750
2022			96,910.94		100.000

(Percentage of collections same period last year)

HARRIS COUNTY M.U.D. #569

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2024	159,945,604	03 / 03	1.500000	331,690.72		2,399,185.91
2023	64,110,520	12 / 12	1.500000	177,080.64		961,659.26
2022	4,596,478	05 / 05	1.500000	96,910.94		96,910.94

HARRIS COUNTY M.U.D. #569

TAX RATE COMPONENTS

Year	Rate	Levy	Maintenance Rate	Levy	Contract Rate	Levy	Road Debt Rate	Levy
2024		.00	.720000	1,151,609.24	.530000	847,712.27	.250000	399,864.40
2023		.00	.900000	576,995.56	.600000	384,663.70		.00
2022		.00	1.500000	96,910.94		.00		.00

HARRIS COUNTY M.U.D. #569

Notes:

2022	Agriculture Deferment	32,051.15
2023	Agriculture Deferment	31,980.51
	Total --->	64,031.66

HARRIS COUNTY M.U.D. #569

Tax Exemptions:	2024	2023	2022
Homestead	.00000	.00000	.00000
Over 65	0	0	0
Disabled	0	0	0

Last Bond Premium Paid:

Payee	Date of Check	Amount
McDonald & Wessendorff	2/07/2024	50.00
3/31/24-3/31/25		

Adjustment Summary:	2024	
10/2024	/ CORR 002	193,512.41
11/2024	/ CORR 003	1,138,178.31
TOTAL		1,331,690.72

HARRIS COUNTY M.U.D. #569
Homestead Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			
(I) - BLI Contract			(A) - Delinquent Attorney Contract	

Standard Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
*Total	Count 0			

Exhibit E

Harris County MUD #569

OPERATIONS REPORT

December 9, 2024

submitted by

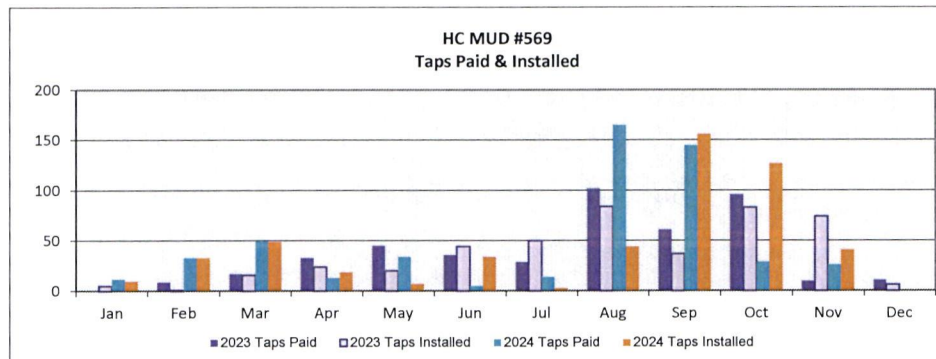


I. Billing and Collections

Connections	10/24/2024	Billed Usage (in 1.0 MG)	
Residential:	464	Residential:	4.351
Builder:	453	Builder:	2.063
Commercial:	0	Commercial:	0.205
Irrigation:	13	Irrigation:	5.02
Temporary:	2	Temporary:	0.004
Rec Center:	2	Rec Center:	0.273
Vacant:	3	Multi Family:	0.232
MultiFamily	1	Vacant:	0
Total Connections:	938	Accountability Only:	0
		Finals/Transfers:	0.499
		Total Billed Usage:	12.647
Billing as of	10/24/2024	Collections as of	10/31/2024
Penalty:	\$2,069.90	Penalty:	\$2,514.55
Water:	\$80,545.30	Water:	\$70,916.65
Sewer:	\$39,548.61	Sewer:	\$33,631.58
Deposit:	\$7,700.00	Deposit:	\$51,185.64
Backflow Annual Fee:	\$0.00	Backflow Annual Fee:	\$0.00
Back Charge:	\$2,688.65	Back Charge:	\$4,692.78
Inspection Fee:	\$2,295.00	Inspection Fee:	\$291.26
Rental Meter Fee:	\$300.00	Rental Meter Fee:	\$380.20
Transfer Fee:	\$1,200.00	Returned Pmt Fee:	\$60.00
Arrears:	\$41,740.07	Reconnect Fee:	\$934.75
Credits:	(\$8,374.83)	Delinquent Letter Fee	\$1,459.67
Net Receivable:	\$169,712.70	Transfer Fee:	\$1,674.14
		Deposits Applied:	\$12,000.00
		Total Collections:	\$179,741.22
Customer Aged Receivables			
30 Day:	\$21,819.22		
60 Day:	\$5,534.87		
90 Day:	\$21,894.36		
Overpayments:	(\$5,438.48)		
Total Receivables:	\$43,809.97		

II. Tap Activity

- Taps installed in the month of November: **41**
- Total taps installed to date: **967**



III. Repairs & Maintenance Over \$1,000

Repairs & Maintenance during the month included:

- Televised and relocated sanitary sewer line at 6327 Laguna Terra Dr.
- 2024 Preparation and submission of Initial Service Line Inventory to TCEQ.
- Performed Fire Hydrant Inspection in District.

IV. Action Items

Consider and approve:

- Review write off list and authorize submittal to collections agency.
- Review confidential customer report of delinquent accounts scheduled for termination, pursuant to the Rules and Regulations of the District's Rate Order.

Count of tap fees paid as of 12/02/2024

BUILDER	HC569 Total	HCW4 Total	HCW5 Total	WC35 Total	WC37 Total	Grand Total
		1				1
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
ASHTON WOODS	37		45		126	208
BEAZER HOMES C/O RADIUSPOINT DEPT 1	115					115
BRIGHTLAND HOMES	42		85	65	29	221
CASTLEROCK COMMUNITIES	4		42		54	100
CENTURY COMMUNITIES INC	1					1
CHESMAR HOMES	1		88		44	133
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				91	92
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	95		26	238	129	488
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2		6	8
GBFR SUNTERRA LP	1					1
HAMILTON THOMAS HOMES			33			33
HIGHLAND HOMES			142			142
HISTORY MAKER HOMES	1		107		47	155
KA GREAT MINDS WEST LLC		1				1
KATY 1093 LTD			1			1
KATY INDEPENDENCE SCHOOL DISTRICT					1	1
KB HOMES	1		1	56	136	194
LENNAR HOMES	480		112	84	106	782
LGI HOMES GROUP LLC	1				40	41
LONG LAKE, LTD	51				79	130
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NUWAY HOMES TEXAS LP	70		180	5	23	278
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			300			300
ROYAL ISD				1		1
SHAHYAN KAROWADIYA		2				2
SHEA HOMES HOUSTON LLC			76			76
STARLIGHT HOMES-HOUSTON	61			19		80
SUNTERRA POA	8		7		4	19
SUNTERRA POA C/O PMG HOUSTON			24	2	8	34
SUNTERRA POA INC	6		1	6	1	14
TRICOAST HOMES	1				29	30
TRIPLE C LANDSCAPES			3			3
UNITED CONSTRUCTORS OF TEXAS				1		1
WESTIN HOMES	2		32	27	61	122
Grand Total	983	4	1701	504	1069	4261

Harris County MUD #569

December 9, 2024

MDS' November 2024 Invoice Summary

Basic Services	\$	10,808.29
Regulatory Services	\$	1,895.00
Water Distribution - Relocated fire hydrant in District \$5,385.94	\$	7,021.69
Wastewater Collection	\$	241.41
Backcharges	\$	11,551.45
Taps and Meters	\$	25,885.00
Inspection Services	\$	14,512.48
	\$	71,915.32



**Harris County
Municipal Utility District No. 569**

CONFIDENTIAL REPORT

December 9, 2024

submitted by
Municipal District Services, LLC



COLLECTION ACCOUNTS DETAIL LISTING

Account	Name/Mailing Addr	Phone	Service	Address	CO-Signer	TDL / Soc.Sec	Conn.Date	Last PD Dte	Last Pmt	Final Dte	Balance	Sec. Dep	Day	Deql
							03/01/24	06/06/24	658.76	08/15/24	251.11	.00	120 Days	08
Totals	1										251.11			

DELINQUENT LETTER ACCOUNTS LISTING - DUE 12/09/2024

District: 17 HARRIS COUNTY MUD 569

Select Status... Arrears Only

Date: 11/26/2024

Page: 1

Account	* Name	Service Address	Original	Arrears	Current	Balance	Letter Due	Deposit	TD Rent/Own
017-01654-01			125.95	114.95	114.95	251.90	251.90	250.00	2 Owner
017-01224-02			149.24	138.24	124.41	284.65	284.65	350.00	7 Renter
017-00632-02			136.40	125.40	114.95	262.35	262.35	350.00	3 Renter
017-00532-02			126.46	115.46	114.95	252.41	252.41	350.00	5 Renter
017-00644-02			337.46	326.46	114.95	463.41	463.41	350.00	3 Renter
017-00516-01			71.00	60.00	114.95	196.95	196.95	350.00	5 Renter
017-02026-01			130.06	119.06	114.95	256.01	256.01	250.00	3 Owner
017-00772-01			303.78	301.66	148.06	462.84	462.84	250.00	2 Owner
017-02020-02			114.12	114.12	114.95	240.07	240.07	250.00	3 Renter
017-00994-01			343.31	332.31	129.14	483.45	483.45	250.00	2 Owner
017-01492-02			136.95	125.95	114.95	262.90	262.90	350.00	3 Renter
017-00546-01			106.50	482.13	114.95	232.45	232.45	350.00	2 Renter
017-02078-01			139.95	128.95	114.95	265.90	265.90	250.00	7 Owner
017-00602-01			141.68	130.68	133.87	286.55	286.55	250.00	3 Owner
017-00376-01			125.95	114.95	114.95	251.90	251.90	250.00	5 Owner
017-01898-02			125.89	114.89	114.95	251.84	251.84	350.00	5 Renter
017-01468-02			113.98	102.98	114.95	239.93	239.93	350.00	4 Renter
017-00158-01			508.45	497.45	114.95	634.40	634.40	350.00	2 Renter
Items Count:			3,237.13	3,445.64	2,114.78	5,579.91	5,579.91		

Exhibit F



2322 W. Grand Parkway N, Suite 150
Katy, Texas 77449
Tel: 713.777.5337
www.quiddity.com

December 9, 2024

Board of Directors
Harris County Municipal Utility District No. 569
Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2500
Houston, Texas 77056

Re: Engineering Report
Board Meeting of December 9, 2024

Dear Directors:

This report summarizes our activities during the past month:

5a. Authorizing the design, advertisement for bids and/or award of the construction contracts or concurrence in the award of a contract for the construction of water, sanitary sewer, drainage, and/or paving facilities within the District, and authorize acceptance of a Texas Ethics Commission ("TEC") Form 1295, including:

a) **Nothing to report.**

5b. Status of construction contracts, including the approval of any pay estimates, change orders and/or acceptance of facilities for operation and maintenance purposes, and authorize acceptance of TEC Form 1295:

a) Sunterra Section 45 WS&D Facilities:

WS&D Original Contract Amount – \$1,131,062.76

Pay Estimate No. 3: \$78,490.57

WS&D Revised Contract Amount - \$1,200,674.18

Change Order No. 3: \$2,000.00

WS&D Contractor: Gonzalez Construction

- i. Contractor is substantially complete and awaiting Harris County inspections.
- ii. We received Pay Estimate No. 4 in the amount of \$95,989.94 for the Board's approval.

Action Item: Approval of Pay Estimate No. 4

b) Sunterra Section 45 Paving Facilities:

Paving Original Contract Amount – \$1,121,906.63

Pay Estimate No. 4: \$35,179.06

Paving Revised Contract Amount - \$1,119,435.32

Change Order No. 1: -\$2,471.31

Paving Contractor: Durwood Greene Construction Co.

- i. Contractor is substantially complete and awaiting Harris County inspections.
- ii. We did not receive a pay estimate this month.

Action Item: None



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c) Sunterra Section 51 WS&D Facilities:

WS&D Original Contract Amount – \$445,198.00

Pay Estimate No. 2: \$39,825.00

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting acceptance by Harris County on 12.27.24.

Action Item: None

d) Sunterra Section 51 Paving Facilities:

Paving Original Contract Amount – \$617,003.50

Pay Estimate No. 3: \$42,219.92

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting acceptance by Harris County on 12.27.24.

Action Item: None

e) Sunterra Section 52 WS&D Facilities:

WS&D Original Contract Amount – \$447,164.00

Pay Estimate No. 1: \$377,743.50

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting acceptance by Harris County.

Action Item: None

f) Sunterra Section 52 Paving Facilities:

Paving Original Contract Amount – \$684,481.00

Pay Estimate No. 5: \$47,464.08

Paving Revised Contract Amount - \$

Change Order No. 1: -\$91,179.98

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting acceptance by Harris County.

Action Item: None

g) Sunterra Section 57 WS&D Facilities:

WS&D Original Contract Amount – \$1,203,342.86

Pay Estimate No. 5: \$34,450.74

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Gonzalez Construction Enterprises, Inc.

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

h) Sunterra Section 57 Paving Facilities:

Paving Original Contract Amount – \$659,000.00

Pay Estimate No. 4: \$20,537.83

Paving Revised Contract Amount - \$636,887.15

Change Order No. 1: -\$22,112.85

Paving Contractor: Daco Paving, Inc.

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None



i) Sunterra Section 58 WS&D Facilities:

WS&D Original Contract Amount – \$1,198,609.76

Pay Estimate No. 3: \$47,892.35

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

j) Sunterra Section 58 Paving Facilities:

Paving Original Contract Amount – \$1,002,000.00

Pay Estimate No. 4: \$42,853.93

Paving Revised Contract Amount - \$963,404.07

Change Order No. 1: -\$38,595.93

Paving Contractor: Daco Paving, Inc.

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

k) Sunterra Section 59 WS&D Facilities:

WS&D Original Contract Amount – \$829,584.45

Pay Estimate No. 2: \$40,549.80

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

l) Sunterra Section 59 Paving Facilities:

Paving Original Contract Amount - \$750,247.98

Pay Estimate No. 3: \$4,725.00

Paving Revised Contract Amount - \$727,739.13

Change Order No. 1: -\$22,508.85

Paving Contractor: De Crosta Construction, LLC

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

m) Sunterra Section 60 WS&D Facilities:

WS&D Original Contract Amount – \$845,482.90

Pay Estimate No. 4: \$7,187.70

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Blazey Construction Services, LLC

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

n) Sunterra Section 60 Paving Facilities:

Paving Original Contract Amount - \$647,165.69

Pay Estimate No. 4: \$18,921.49

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None



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o) Sunterra Section 61 WS&D Facilities:

WS&D Original Contract Amount – \$728,270.20

Pay Estimate No. 3: \$51,402.96

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: A&M Contractors, Inc

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

p) Sunterra Section 61 Paving Facilities:

Paving Original Contract Amount - \$531,374.98

Pay Estimate No. 4: \$2,620.95

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

- ii. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

q) Sunterra Section 62 WS&D Facilities:

WS&D Original Contract Amount – \$1,624,000.00

Pay Estimate No. 4: \$42,611.88

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Fellers & Clark, LP

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

r) Sunterra Section 62 Paving Facilities:

Paving Original Contract Amount - \$1,402,468.41

Pay Estimate No. 2: \$1,187,548.81

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: De Crosta Construction, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None

s) Sunterra Section 63 & 64 WS&D Facilities:

WS&D Original Contract Amount – \$1,282,675.20

Pay Estimate No. 1: \$1,036,822.50

WS&D Revised Contract Amount - \$

Change Order No. 1: \$17,541.20

WS&D Contractor: Texasite, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

Action Item: None



t) Sunterra Section 63 & 64 Paving Facilities:

Paving Original Contract Amount - \$1,116,708.03

Pay Estimate No. 4: \$611,726.89

Paving Revised Contract Amount - \$1,060,273.32

Change Order No. 1: -\$56,434.71

Paving Contractor: Allgood Construction Company, Inc.

- i. Contractor is working on the final items and fine grading.
- ii. We received Pay Estimate No. 5 in the amount of \$21,413.00 for the Board's approval.
- iii. We received Change Order No. 2 for adjustments to lime, fly ash, and excavation in the amount of \$23,593.90 for the Board's approval.

Action Item: Approval of Pay Estimate No. 5 and Change Order No. 2

5c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

a) None

5d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

a) None at this time.

5e. Status of acceptance by Harris County of Streets for maintenance; authorize any action required in connection therewith.

- a) Sunterra Sec 35:** Reinspection for 1-year has been requested from Harris County
- b) Sunterra Sec 37:** Reinspection for 1-year has been requested from Harris County
- c) Sunterra Sec 39:** Reinspection for 1-year has been requested from Harris County
- d) Sunterra Sec 42:** Reinspection for 1-year has been requested from Harris County
- e) Sunterra Sec 43:** Reinspection for 1-year has been requested from Harris County
- f) Sunterra Sec 44:** Reinspection for 1-year has been requested from Harris County

5f. Ratify issuance of utility commitment to Katy ISD

- a)** The Katy ISD tract is in the northeast corner of the District and will become Katy ISD Elementary School No. 49. The school should be open in August of 2026 and will require 30 ESFCs of capacity.

6. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN.

- a) 2025 WS&D Bond w/ BAN:** The bond application is under review by the TCEQ and the pre-purchase inspection has passed.



QUIDDITY

Should you have any questions or need any additional information, please call.

Sincerely,

Blair M. Bozoarth, PE

Enclosures

cc/enc: Ms. Christina Cole— Schwart, Page & Harding, L.L.P.

BMB/

K:\17166\17166-0900-00 HCMUD No. 569 General Consultation- 2021\Meeting Files\Status Reports\2024\12 - December\HARRIS COUNTY MUD NO. 569
ENGINEERING REPORT.docx

Exhibit G

SCHWARTZ
PAGE &
HARDING

September 18, 2024

Katy Independent School District
6301 South Stadium Lane
Katy, Texas 77494
Attn: Ms. Lisa Kassman

Re: Harris County Municipal Utility District No. 569 (the "District"); Tap Fees

Dear Ms. Kassman,

This letter is provided in connection with the provision of water and sanitary sewer service to the Katy Independent School District's ("Katy ISD") elementary school (the "Improvements"), which will be located on a 17.84 acre tract of land located within the boundaries of the District at Pitts Road and Sunterra Point Drive (the "Tract"). In addition to the fees for water and wastewater capacity, which Katy ISD will pay to Harris-Waller Counties Municipal Utility District No. 4 ("No. 4"), Katy ISD is responsible for the payment of fees in accordance with the provisions of Section 49.212, Texas Water Code, as amended, and the District's then existing Rate Order, to cover the District's tap fee which consists of the actual costs for installing tap(s), meter(s) and service line(s) necessary to serve the Improvements (the "Tap Fee"). The District's Engineer has determined that the estimated Tap Fee for the Tract is \$125,000, as further outlined on the enclosed cost estimate.

Physical connection to the District's water and wastewater facilities is specifically conditional upon Katy ISD's timely payment of the above-described Tap Fee when invoiced by the District and the fees for water and wastewater capacity, as outlined in the No. 4 letter. No connections to the District's water, wastewater or drainage facilities shall be made or permitted to be made until the District has issued written authorization. Authorization for connections will be issued only after receipt by the District of the District Engineer's approval, evidence of approval by all applicable regulatory authorities having jurisdiction over the project, receipt by the District's Engineer of a recorded plat of the Tract, conveyance to the District of fee simple absolute title to all facilities to be owned and operated by the District in appropriate easements, and payment of all fees and charges then due to the District, whether pursuant to the Rate Order or otherwise.

Construction of all internal water, wastewater and drainage facilities required to provide service to the Tract shall be at the sole cost and expense of Katy ISD without reimbursement by the District.

Katy ISD shall be charged the same rates and fees for water and sanitary sewer service as comparable customers within the District at the time that application for such service is requested in accordance with the District's then existing Rate Order.

Katy ISD shall be required to dedicate, at no charge to the District, the appropriate easements and provide for the necessary sizing of all water, wastewater, storm sewer and drainage ditch facilities to serve the Tract as well as the District's purposes in providing system-wide service to other tracts in accordance with the requirements of regulatory authorities having jurisdiction.

The District appreciates Katy ISD providing educational facilities within the District and looks forward to working with you in this matter. Please contact me if you have any questions.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By:



Christina Cole

Attorneys for the District

Enclosure

cc: Blair Bozoarth, P.E., Quiddity Engineering, LLC
James Henrie, Land Tejas Companies, Ltd.
Dana Hollingsworth, Municipal District Services, LLC
Jessica Holoubek, Allen Boone Humphries Robinson LLP

743472



PRELIMINARY CONSTRUCTION COST ESTIMATE

HCMUD No. 569 TAP FEE

KISD NORTH ELEMENTARY TRACT

16.97 ACRES, 30 ESFCs

HARRIS COUNTY MUD No. 569

April 30, 2024

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
DISTRICT WATER TAP & METER:					
1.	2-inch Irrigation Tap & Meter	LS	1	\$ 12,000	\$ 12,000
2.	8-inch TS&V and 8-inch Fire Line Meter	LS	1	96,000	96,000
3.	2-inch Irrigation BFP	LS	1	4,000	4,000
4.	Operator Inspections	LS	1	5,000	5,000
5.	Application Fees & Deposits	LS	1	8,000	8,000
District Water Tap & Meter Subtotal					\$ 125,000

This Document is Released for the Purpose of:
General Financial Planning
Under the Authority of:
Engineer: Blair M. Bozoarth, P.E.
License No.: 115515
It is Preliminary in Nature and not to be Used for Feasibility of
Land Purchases, Bond Applications, Loans or Grants.

KISD CONSTRUCTION TOTAL ⁽⁴⁾ \$ 125,000

Notes:

- (1) This estimate is preliminary in nature and developed based on preliminary one line drawings. This estimate represents my best judgment as a design professional familiar with the construction industry. Quiddity Engineering, LLC has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) Does not include contingencies, engineering, surveying, or testing.
- (3) All estimates are rounded to the nearest \$1,000.
- (4) Estimate provided by the Operator and is for budgetary purposes only. Exact cost to be determined once the Operator has reviewed and approved the construction plans for the school.

Exhibit H

Harris County Municipal Utility District No. 569
\$5,985,000 Bond Anticipation Note, Series 2024

Bid Results

Bidding Bank	Rate	Closing Costs	Effective Rate
Central Bank	5.500%	\$ -	5.500%

Exhibit I

BOND ANTICIPATION NOTE
COMMITMENT LETTER

December 9, 2024

Harris County Municipal Utility District No. 569
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056

Re: Harris County Municipal Utility District No. 569 (the "District"); Bond Anticipation Note,
Series 2024

Ladies and Gentlemen:

Central Bank ("Purchaser") hereby offers and agrees to purchase the District's Bond Anticipation Note, Series 2024, in the total principal amount of \$5,985,000 (the "Note") at par. At the time of delivery, Purchaser shall pay the principal amount of the Note to the District in immediately available funds. Purchaser will be obligated to accept delivery of the Note for a period of thirty (30) days from the date hereof, which is the date of the sale of the Note. The Note will be dated as of the date of delivery which is expected to be December 16, 2024, will bear interest at a rate of 5.50 % per annum from the date of delivery and will mature on December 15, 2025. Interest will be payable at maturity or earlier redemption. The District reserves the right to redeem the Note at any time upon twenty (20) days written notice to Purchaser. At the date of redemption, the District shall pay Purchaser a price equal to the principal amount of the Note plus accrued interest from the date of the Note to the date of redemption.

Purchaser's agreement to purchase, and the District's agreement to sell, the Note is subject to Purchaser's receipt, on or before the date of purchase, of the following:

1. A duly executed Note payable to the order of Purchaser;
2. An opinion of Schwartz, Page & Harding, L.L.P. to the effect that the interest on the Note is exempt from federal income taxation under existing statutes, regulations published rulings, and court decisions existing on the date of said opinion;
3. A certified copy of the Order of the Board of Directors of the District authorizing issuance of the Note (the "Note Order"); and

4. The District's certificate to the effect that no litigation of any nature is then pending against, or to the best knowledge of the certifying officers, threatened against the District contesting or attacking the Note; restraining or enjoining the authorization, execution, or delivery of the Note; affecting the provisions made for the payment of or security for the Note; in any manner questioning the authority of proceedings for the authorization, execution, or delivery of the Note; or affecting the validity of the Note, the Note Order, the corporate existence or boundaries of the District, or the titles of the then present officers of the Board.

Purchaser recognizes that the Note is a speculative security and, accordingly, in connection with Purchaser's offer to purchase the Note, Purchaser makes the following representations:

1. Purchaser is acquiring the Note for its own account or for the account of institutions which meet the representations set forth herein and not with a view to, or for sale in connection with, any distribution of the Note or any part thereof. Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Note or any part thereof, and Purchaser has no present intention of reselling or otherwise disposing of the Note.
2. Purchaser is an "accredited investor" within the meaning of section 2(a)(15) of the Securities Act of 1933, as amended (the "Act"), and a "qualified institutional buyer" as defined in Section (a)(1) of Rule 144A under the Act.
3. Purchaser has had an opportunity to make its own investigation of the condition of the District, financial and otherwise, and the financial risks associated with the purchase and ownership of the Note and has evaluated fully such risks. Purchaser has sufficient relevant knowledge and experience to identify the information to which a reasonable investor would attach significance in making an investment decision with respect to the purchase of the Note and has had access to all such information. Purchaser has not relied upon the District, the District's financial advisor, bond counsel, disclosure counsel, or other of the District's consultants with regard to the accuracy or completeness of any information furnished to Purchaser in connection with the issuance of the Note.
4. Purchaser recognizes that the Note is a high-risk investment that is suitable for investment only by sophisticated and well informed investors with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks involved in the purchase and ownership of the Note.
5. Purchaser is a sophisticated and well informed investor with sufficient knowledge and experience in financial and business matters to evaluate the merits and risks involved in the purchase and ownership of the Note.

6. Purchaser is familiar with the creation, financings, and operations of municipal utility districts created and/or operating under Chapters 49 and 54 of the Texas Water Code and the rules and regulations promulgated by the Texas Commission on Environmental Quality.
7. Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Note and is able to bear full economic loss with respect to investment in the Note. Purchaser further understands and acknowledges that (i) the Note and any interest thereon are payable solely from and to the extent of legally available proceeds of the sale of bonds hereafter issued by the District, when, as and if issued, and no other District funds shall be encumbered, pledged, committed or used to pay the Note or interest accrued thereon and (ii) the District cannot represent with certainty that it will hereafter issue such bonds.
8. Purchaser is not aware of any reasonably foreseeable circumstances that are likely in the future to require a transfer of the Note. Purchaser understands that, in connection with any proposed transfer of the Note, any proposed transferee must deliver to the District a letter containing representations that are identical in substance to those contained in paragraphs 1 through 8 hereof.
9. Purchaser represents and verifies that, solely for purposes of Texas Government Code Chapters 2271, 2274, or 2276, at the time of execution and delivery of this Commitment Letter and for the term of this Commitment Letter: (1) neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2276.001(3) of the Texas Government Code, as amended.
10. Purchaser represents and certifies that, solely for purposes of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this Commitment Letter, neither the Purchaser, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the

Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

11. Purchaser, if a privately held entity, has delivered to the Issuer, prior to the execution of this Commitment Letter, an original signed Texas Ethics Commission ("TEC") TEC Form 1295 as required by Section 2252.908, Texas Government Code, complete with a certificate number generated by the TEC's electronic portal, signed by an authorized agent of the Purchaser. The Purchaser understands that neither the District nor its consultants have the ability to verify the information included in said TEC Form 1295, other than providing the identification number required for completion of same.
12. Notwithstanding anything contained herein, Purchaser's liability for breach of the representations, verifications, and certifications contained in paragraphs 9-10 above shall survive termination of this letter agreement until barred by the applicable statute of limitations.
13. Purchaser shall comply with any current rules and requirements of the Office of the Attorney General of Texas relating to the filing of standing letters supporting the verifications of certifications contained herein, and compliance with such rules and requirements shall be subject to confirmation by District, either by its receipt of a copy of any required standing letters prior to closing or such other means as is reasonably determined by District. District's agreement to sell the Note is conditioned upon Purchaser's compliance with this provision. Without limiting the generality of the foregoing, Purchaser verifies that neither it nor any of its affiliates is a Net Zero Alliance Member.

If you accept Purchaser's offer and agree to sell the Note to Purchaser on the basis of the foregoing terms and conditions, please execute this letter in the space provided below.

Very truly yours,

[PURCHASER]

By: William Neuhaus

Name: William Neuhaus

Title: Senior Vice President

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(c)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☒ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON December 6, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

William Neuhaus
REPRESENTATIVE OF BUSINESS ENTITY

Accepted this 9th day of December, 2024.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 569

By: _____
President, Board of Directors

Exhibit J

CERTIFICATE FOR
ORDER AUTHORIZING
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569
BOND ANTICIPATION NOTE, SERIES 2024

I, the undersigned officer of the Board of Directors (the "Board") of Harris County Municipal Utility District No. 569 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on December 9, 2024, at 1300 Post Oak Boulevard, Suite 2500, Houston, Harris County, Texas, and the roll was called of the members of the Board, to-wit:

Jason Schultz, President
Nicholas Luton, Vice President
Blakely Norris, Secretary
David Jezierski, Assistant Secretary
Julia Pecina, Assistant Secretary

All of the members of the Board were present except Director Jezierski, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: A written

ORDER AUTHORIZING
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569
BOND ANTICIPATION NOTE, SERIES 2024

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted, and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following vote:

AYES: 4

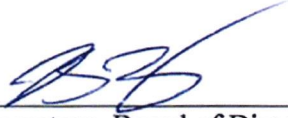
NOES: 0

2. A true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; such Order has been duly recorded in the Board's minutes of such meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of such meeting, and that such Order would be introduced and considered for adoption at such meeting; and such meeting was open to the public, and public notice of the time, place and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this 9th day of December, 2024.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 569



By: 
Secretary, Board of Directors

ORDER AUTHORIZING
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569
BOND ANTICIPATION NOTE,
SERIES 2024

WHEREAS, Harris County Municipal Utility District No. 569 (the "District"), was organized, created and established as a conservation and reclamation district by an act of the 86th Texas Legislature, effective June 10, 2019, codified as Chapter 8057, Texas Special District Local Laws Code (the "Act") pursuant to the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, and operates pursuant to Chapter 49 and Chapter 54, V.T.C.A. Water Code, as amended (the "Water Code") and the Act; and

WHEREAS, the District has applied to the Commission for approval to issue \$11,225,000 in unlimited tax bonds; and

WHEREAS, the Board of Directors (the "Board") of the District hereby declares an emergency in that the District requires funds to finance the acquisition of certain facilities and for other purposes as set forth in the above-described application in order to place said facilities in service and receive the benefit of the revenues therefrom; and

WHEREAS, the Board deems it in the best interest of the District to authorize the issuance of a bond anticipation note in the principal amount herein authorized for the purposes for which said bonds may be issued all of which purposes are included in the above-described application to the Commission, pursuant to the Constitution and laws of the State of Texas, including particularly (but not by way of limitation) Section 49.154 of the Texas Water Code.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569 THAT:

Section 1. Authorization of Bond Anticipation Note. For the purposes for which the District's bonds may be issued, the Board hereby authorizes the issuance of a negotiable note of the District designated as its BOND ANTICIPATION NOTE, SERIES 2024 (the "Note"), in the principal amount of \$5,985,000, maturing on December 15, 2025, unless called for redemption prior to maturity in accordance with the provisions of Section 2 hereof, dated December 16, 2024, and bearing interest from the date of delivery on the unpaid principal amount thereof at the per annum rate specified in Section 2 hereof.

Section 2. General Characteristics and Form of the Note. The Note shall be issued, and shall be payable, may be redeemed at any time prior to its scheduled maturity, shall have the characteristics, and shall be signed and sealed substantially as provided and in the manner indicated, in the following form, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Order:

United States of America

State of Texas

County of Harris

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569
BOND ANTICIPATION NOTE

SERIES 2024

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569 (the "District"), a body politic and corporate and political subdivision of the State of Texas, duly organized and existing under and by virtue of the laws of the State of Texas, for value received, acknowledges itself indebted to and promises to pay to the order of Central Bank the principal amount of FIVE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,985,000) on December 15, 2025, and to pay interest on the unpaid principal amount thereof from the date of delivery hereof (computed on the basis of a 365- or 366-day year, as applicable, for actual days elapsed) at 5.50% per annum; provided that the obligation of the District to pay such principal and interest is limited as hereinafter provided.

THE PRINCIPAL of and interest of this Note shall be payable in lawful money of the United States of America, without collection charges to the holder, upon presentation and surrender of this Note, at the office of the District, 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056.

THIS NOTE is dated the date shown below and is authorized to be issued pursuant to an Order (the "Note Order") passed and adopted by the Board of Directors of the District (the "Board") and duly recorded in the minutes of the Board, for the purposes for which the District's bonds may be issued, as authorized by the Constitution and laws of the State of Texas, including particularly (but not by way of limitation) Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

THIS NOTE may be redeemed prior to its scheduled maturity, at the option of the District, on any date after the date hereof, and shall be redeemed prior to its scheduled maturity within thirty (30) days after receipt by the District of the proceeds of bonds of the District issued for the purpose of redeeming this Note, in either event for a price equal to the principal amount hereof plus unpaid accrued interest hereon to the date fixed for redemption, without premium. Notice of the exercise of the option to redeem shall be given in writing to the initial payee and either given in writing to the holder or published one time in a newspaper of general circulation in Harris County, Texas, which notice shall be given or published at least twenty (20) days before the date fixed for redemption. By the date fixed for any such redemption, due provision shall be made for the payment of the principal amount of this Note and accrued interest hereon to the date fixed for redemption. If such notice of redemption of this Note is duly given, this Note shall be due and payable at the redemption price on the redemption date designated in such

notice and, if on such date money sufficient and available for such payment on said date shall be held by the District or any paying agent for this Note for such purpose, the Note shall cease to bear interest from and after the date fixed for redemption, and the holder hereof shall thereupon have no rights with respect to this Note except the right to receive the redemption price out of the funds so held.

THIS NOTE constitutes a special, limited obligation of the District and is payable solely from and to the extent of legally available proceeds from the sale of the bonds hereafter issued by the District when, as, and if issued, and no other District funds shall be encumbered, pledged, committed or used for said purpose. Further, the District shall never be obligated to pay the principal of or interest on this Note from any funds raised or to be raised by taxation. Reference is made to the Note Order for a description of covenants of the District relating to issuance of bonds to provide for the payment of the principal of and interest on this Note. By acceptance of this Note, the payee and assigns expressly assent to all provisions of the Note Order, a certified copy of which is on file in the office of the District. Unless and until all the territory within the District is annexed by one or more cities and this Note is assumed in accordance with Texas law, no other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, shall be obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Note from any source whatsoever.

IT IS HEREBY CERTIFIED AND REPRESENTED that all acts, conditions and things required to be performed, to exist and to be done precedent to or in the issuance of this Note in order to render the same a legal, valid and binding obligation of the District have been performed, exist and have been done in regular and due time, form and manner, as required by law, and that issuance of this Note does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect on or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be removed or reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas. The laws of the State of Texas shall govern the construction of this Note.

IN WITNESS WHEREOF, the Board has caused this Note to be duly executed by its undersigned officers under the official seal of the District.

EXECUTED AND DATED this ____ day of _____, 2024.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 569

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(DISTRICT SEAL)

[End of Form]

In case any officer of the District whose signature shall appear on the Note shall cease to be an officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until said delivery.

Section 3. Pledge. The District hereby covenants and agrees to use its best efforts (a) to issue, sell and make delivery of its bonds for a price sufficient to pay the principal of and interest on the Note; (b) to secure all governmental approvals and registration required for said issuance, sale and delivery; and (c) to make payment from the proceeds of said bonds (to the extent that such proceeds are approved, authorized and received therefor) of the principal of and interest on the Note within thirty (30) days after the receipt of said proceeds.

Section 4. Remedies of Holders. In addition to all rights and remedies of the holder of the Note provided by the laws of the State of Texas, the District and the Board covenant and agree that, in the event the District defaults in the payment of the principal of or interest on the Note when due or fails to perform or observe the obligations of the District set forth in this Order, the holder of the Note may be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, obligation or condition prescribed in the Note or this Order. No delay or omission by any holder to exercise any right or power accruing to such holder upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies described in this Order shall be available to the holder of the Note and shall be cumulative of all other existing remedies.

Section 5. Use of Proceeds. The proceeds of the sale of the Note shall be used solely for the purposes for which the Note is hereby authorized to be issued.

Section 6. Tax Covenants.

A. Tax Exemption. For purposes of this Section 6, the term "Net Proceeds" means the proceeds derived from the sale of the Note, plus interest earnings thereon; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect

to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Note, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Note is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

(a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Note to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds");

(b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Note to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Note; and further, the amount of private-use proceeds of the Note in excess of five percent (5%) of the Net Proceeds of the Note ("excess private-use proceeds") will not exceed the proceeds of the Note expended for the governmental purpose of the Note to which such excess private-use proceeds relate;

(c) The principal of and interest on the Note will be paid solely from the proceeds of the sale of bonds hereafter issued by the District, when, as and if issued;

(d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Note to be used directly or indirectly to finance loans to Persons other than governmental units;

(e) The District will not use the proceeds of the Note in a manner that would cause the Note or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code or otherwise in any manner which would cause the Note to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Note and moneys pledged to the payment of the Note, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Note on hand on a date that is three (3) years from the date of delivery of the Note and on all net proceeds not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first

out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Note or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Note (in both cases calculated in accordance with the Code and the Regulations);

(f) The District will not cause the Note to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code);

(g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Note, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Note as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond anticipation notes or bond issues of the District or moneys which do not represent gross proceeds of any bond anticipation notes or bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Note and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party; and

(h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

For purposes of the foregoing (a) and (b), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under

Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note. Furthermore, all officers and authorized representatives of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Note is delivered and paid for, and any such certifications may be relied upon by the District's Counsel, by the owners of the Note, and by any person interested in the exclusion of interest on the Note from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Note, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Note from gross income for federal income tax purposes.

B. Not Qualified Tax-Exempt Obligation. The District has not designated the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Code due to the fact that the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2024, including the Note, will exceed \$10,000,000.

For purposes of this subsection B, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 6, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

C. Allocation Of, And Limitation On, Expenditures. The District covenants to account for the expenditure of the proceeds of the sale of the Note and investment earnings to be used for the purposes for which the Note is issued on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Note are completed. The foregoing notwithstanding, the District shall not expend sale proceeds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. For purposes of determining compliance with this covenant the District and its officers and authorized representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the excludability of the interest on the Note from gross income for federal income tax purposes.

D. Disposition Of Facilities. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Note will not be sold or

otherwise disposed of in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the excludability of the interest on the Note from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

Section 7. District Officers' Duties. The officers of the District are hereby instructed and directed to do any and all things necessary to make money available for the payment of the Note in the manner provided by law.

The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Note.

Section 8. Sale and Delivery of the Note. The Board hereby accepts, and authorizes and directs the President or the Vice President of the Board to execute and deliver, the Commitment Letter of Central Bank (the "Purchaser"), dated of even date herewith, evidencing the Purchaser's offer to purchase the Note on the terms described therein and herein. The Board hereby finds and determines that the interest rate on the Note, as calculated pursuant to Chapter 1204, Texas Government Code, as amended, is 5.50% and therefore, does not exceed the maximum interest rate allowed under the laws of the State of Texas and does not exceed the maximum rate at which the District could have issued bonds on the date of issuance of the Note pursuant to applicable laws of the State of Texas and the ordinance of the City of Houston, Texas consenting to the creation of the District.

Section 9. Order a Contract; Rights Under This Order; Inconsistent Provisions; Governing Law. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the Purchaser. This Order shall constitute a contract with the holder of the Note from time to time, binding on the District and its successors and assigns, and shall not be amended or repealed by the District so long as the Note remains outstanding. Nothing in this Order, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the District and the holder of the Note, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all of its provisions being intended to be and being for the sole and exclusive benefit of the District and the holder of the Note. All orders and resolutions, or any part thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed and declared to be inapplicable, and the provisions of this Order shall be and remain controlling as to the matters prescribed herein. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. Titles Not Restrictive. The titles assigned to the various sections of this Order are for convenience only and shall not be considered restrictive of the subject matter of any Section or paragraph of this Order or otherwise affect the meaning hereof.

Section 11. Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion or provision.

Section 12. No Continuing Disclosure. The District does not undertake or agree to provide any continuing disclosure of information in connection with the sale of the Note.

Section 13. Notice of Meeting. The Board officially finds, and determines that the meeting at which this Order was adopted was open to the public; and that public notice of the time, place and purpose of said meeting was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended, and Section 49.063, Texas Water Code, as amended.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

PASSED AND APPROVED this 9th day of December, 2024.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 569

By: /s/ Jason Schultz
President, Board of Directors

ATTEST:

By: /s/ Blakey Norris
Secretary, Board of Directors

(SEAL)

EXHIBIT K

Harris County Municipal Utility District No. 569

Independent Accountant's Report on Applying Agreed-Upon Procedures on Amounts Reimbursable to Developers

December 9, 2024

Independent Accountant's Report on Applying Agreed-Upon Procedures

Board of Directors
Harris County Municipal Utility District No. 569
Harris County, Texas

We have performed the procedures enumerated below, with respect to the statements submitted by Astro Sunterra, LP and Beazer Homes Texas, LP – Houston (the developers) for costs paid or incurred on behalf of Harris County Municipal Utility District No. 569 (the District). The District is responsible for amounts reimbursable to the developers.

The District has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting in verifying the amounts reimbursable from the proceeds of the District's \$5,985,000 Bond Anticipation Note, Series 2024. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report, and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our procedures were as follows:

- (A) We vouched copies of checks, invoices and other relevant documents supporting amounts requested for reimbursement by the developers.
- (B) We compared the Summary of Costs related to the bond anticipation note to the amounts submitted by the developers.
- (C) Estimates of costs remaining to be incurred were obtained through discussion with the District's other consultants.

The results of our procedures are presented in the accompanying schedules. Schedules A through A-2 detail amounts reimbursable to the developers from bond anticipation note proceeds. Schedule B presents a comparison of actual costs with costs as included in the cost summary for the bond anticipation note.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants, as required by Rule 30 TAC, Section 293.70, of the Commission "Audit of Payments to Developers." We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the statements submitted by the developers for costs paid or incurred on behalf of the District. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the specified parties listed and is not intended to be, and should not be, used by anyone other than these specified parties.

Houston, Texas
December 9, 2024

Harris County Municipal Utility District No. 569
Recapitulation of Amounts Reimbursable to Developers
Schedule A
December 9, 2024

<u>Payee</u>	Astro	Beazer Homes
	Sunterra, LP	Texas, LP -
	Houston	
	Amounts	Amounts
	Reimbursable	Reimbursable
Fellers & Clark, LP	\$ 946,361.50	\$ -
Texas KB Utilities, LLC	298,877.52	-
Gonzalez Construction Enterprise, Inc.	29,465.30	-
Fellers & Clark, LP	785,437.31	-
Texas KB Utilities, LLC	846,341.12	-
Hurtado Construction	-	521,619.00
Fellers & Clark, LP	-	498,408.75
Gonzalez Construction Enterprise, Inc.	-	683,334.85
Quiddity Engineering, LLC	674,421.54	136,356.98
Terracon Consultants, Inc.	80,096.10	-
Geotech Engineering and Testing	-	40,116.85
Storm Water Solutions, LLC	137,959.50	94,625.30
Sangalang Development Services, Inc.	2,327.50	-
Compliance Resources, Inc.	3,459.38	-
Harris County Municipal Utility District No. 569	62,586.00	-
Total amounts reimbursable to developers	<u>\$ 3,867,332.77</u>	<u>\$ 1,974,461.73</u>

**Total
Amounts
Reimbursable**

\$	946,361.50
	298,877.52
	29,465.30
	785,437.31
	846,341.12
	521,619.00
	498,408.75
	683,334.85
	810,778.52
	80,096.10
	40,116.85
	232,584.80
	2,327.50
	3,459.38
	62,586.00
\$	5,841,794.50

Harris County Municipal Utility District No. 569
Recapitulation of Amounts Reimbursable to Developer
Schedule A-1 Astro Sunterra, LP
December 9, 2024

	% Complete	Amounts Reimbursable	
	Date Complete		
Fellers & Clark, LP			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 33 and Sunterra, Section 38	100% 02/23	\$ 1,351,945.00	
Less 30%		<u>(405,583.50)</u>	\$ 946,361.50
Texas KB Utilities, LLC			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 35	100% 03/23	2,023,544.50	
Less amount to be funded in the future		<u>(1,596,576.61)</u>	
		426,967.89	
Less 30%		<u>(128,090.37)</u>	298,877.52
Gonzalez Construction Enterprise, Inc.			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 37 and Sunterra, Section 41	100% 02/23	2,104,663.87	
Less amount previously reimbursed		<u>(2,062,570.59)</u>	
		42,093.28	
Less 30%		<u>(12,627.98)</u>	29,465.30
Fellers & Clark, LP			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 39	100% 02/23	1,122,053.30	
Less 30%		<u>(336,615.99)</u>	785,437.31
Texas KB Utilities, LLC			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 40	100% 03/23	1,209,058.75	
Less 30%		<u>(362,717.63)</u>	846,341.12
Quiddity Engineering, LLC			
District's share of engineering fees related to:			
Sunterra, Sections 33 and 38		245,962.46	
Sunterra, Sections 37 and 41		305,437.50	
Sunterra, Section 39		181,687.50	
Sunterra, Section 40		<u>230,371.88</u>	
		963,459.34	
Less 30%		<u>(289,037.80)</u>	674,421.54

Harris County Municipal Utility District No. 569
Recapitulation of Amounts Reimbursable to Developer
Schedule A-1 Astro Sunterra LP (Continued)
December 9, 2024

	% Complete Date Complete	Amounts Reimbursable
Terracon Consultants, Inc.		
District's share of materials testing fees related to:		
Sunterra, Sections 33 and 38	\$ 27,940.00	
Sunterra, Sections 37 and 41	39,583.00	
Sunterra, Section 39	22,300.00	
Sunterra, Section 40	24,600.00	
	<u>114,423.00</u>	
Less 30%	<u>(34,326.90)</u>	\$ 80,096.10
Storm Water Solutions, LLC		
District's share of materials testing fees related to:		
Sunterra, Sections 33 and 38	47,537.50	
Sunterra, Sections 37 and 41	52,443.00	
Sunterra, Section 39	44,434.00	
Sunterra, Section 40	52,670.50	
	<u>197,085.00</u>	
Less 30%	<u>(59,125.50)</u>	137,959.50
Sangalang Development Services, Inc.		
District's share of materials testing fees related to:		
Sunterra, Sections 33 and 38	1,425.00	
Sunterra, Section 39	1,900.00	
	<u>3,325.00</u>	
Less 30%	<u>(997.50)</u>	2,327.50
Compliance Resources, Inc.		
District's share of materials testing fees related to:		
Sunterra, Sections 33 and 38	2,055.00	
Sunterra, Sections 37 and 41	1,480.36	
Sunterra, Section 39	586.43	
Sunterra, Section 40	820.18	
	<u>4,941.97</u>	
Less 30%	<u>(1,482.59)</u>	3,459.38
Harris County Municipal Utility District No. 569		
Operating advances - December 2022		<u>62,586.00</u>
Total amounts reimbursable to developer		<u>\$ 3,867,332.77</u>

Harris County Municipal Utility District No. 569
Recapitulation of Amounts Reimbursable to Developer
Schedule A-2 Beazer Homes Texas, LP - Houston
December 9, 2024

	% Complete	Amounts Reimbursable	
	Date Complete		
Hurtado Construction			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 42	100% 05/23	\$ 745,170.00	
Less 30%		<u>(223,551.00)</u>	\$ 521,619.00
Fellers & Clark, LP			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 43	100% 02/23	712,012.50	
Less 30%		<u>(213,603.75)</u>	498,408.75
Gonzalez Construction Enterprise, Inc.			
Construction of water, sewer and drainage facilities to serve Sunterra, Section 44	100% 02/23	976,192.65	
Less 30%		<u>(292,857.80)</u>	683,334.85
Quiddity Engineering, LLC			
District's share of engineering fees related to:			
Sunterra, Section 42		58,598.45	
Sunterra, Section 43		58,516.05	
Sunterra, Section 44		<u>77,681.18</u>	
		194,795.68	
Less 30%		<u>(58,438.70)</u>	136,356.98
Geotech Engineering and Testing			
District's share of materials testing fees related to:			
Sunterra, Section 42		12,235.52 *	
Sunterra, Section 43		14,189.88 *	
Sunterra, Section 44		<u>30,884.39 *</u>	
		57,309.79	
Less 30%		<u>(17,192.94)</u>	40,116.85

* Review of invoices and proof of payment pending

Harris County Municipal Utility District No. 569
Recapitulation of Amounts Reimbursable to Developer
Schedule A-2 Beazer Homes Texas, LP - Houston (Continued)
December 9, 2024

	% Complete	Amounts Reimbursable
	Date Complete	
Storm Water Solutions, LLC		
District's share of stormwater pollution prevention plan fees related to:		
Sunterra, Section 42		\$ 44,876.80
Sunterra, Section 43		41,822.80
Sunterra, Section 44		48,479.40
		<u>135,179.00</u>
Less 30%		<u>(40,553.70)</u>
		\$ 94,625.30
Total amounts reimbursable to developer		<u><u>\$ 1,974,461.73</u></u>

Harris County Municipal Utility District No. 569
Comparison of Actual Costs With Cost Summary
for Bond Anticipation Note, Series 2024
Schedule B
December 9, 2024

	Amounts Reimbursable to Developers	Amounts Paid Previously by District
Construction Costs		
Developer contribution items:		
Sunterra, Sections 33 and 38	\$ 946,362	\$ -
Sunterra, Section 35	298,878	-
Sunterra, Sections 37 and 41	29,465	-
Sunterra, Section 39	785,437	-
Sunterra, Section 40	846,341	-
Sunterra, Section 42	521,619	-
Sunterra, Section 43	498,409	-
Sunterra, Section 44	683,335	-
Engineering, testing and stormwater pollution prevention plan	1,169,363	-
Total construction costs	5,779,209	-
Nonconstruction Costs		
Developer advances	62,586	-
Legal fees	-	-
Financial Advisor fees	-	-
Bond anticipation note issuance costs	-	-
Total nonconstruction costs	62,586	-
Total bond anticipation note	\$ 5,841,795	\$ -

Total Amounts Paid	Projected Amounts	Actual and Estimated	Memorandum Total	Variance- Actual Over (Under)
\$ 946,362	\$ -	\$ 946,362	\$ 946,362	\$ -
298,878	-	298,878	298,878	-
29,465	-	29,465	29,465	-
785,437	-	785,437	785,437	-
846,341	-	846,341	846,341	-
521,619	-	521,619	521,619	-
498,409	-	498,409	498,409	-
683,335	-	683,335	683,335	-
1,169,363	-	1,169,363	1,169,363	-
5,779,209	-	5,779,209	5,779,209	-
62,586	-	62,586	62,586	-
-	59,850	59,850	59,850	-
-	59,850	59,850	59,850	-
-	23,505	23,505	23,505	-
62,586	143,205	205,791	205,791	-
\$ 5,841,795	\$ 143,205	\$ 5,985,000	\$ 5,985,000	\$ -

Representation of:

Harris County Municipal Utility District No. 569
Harris County, Texas

Provided to:

Forvis Mazars, LLP

Certified Public Accountants
2700 Post Oak Boulevard, Suite 1500
Houston, Texas 77056

The undersigned ("We") are providing this letter in connection with Forvis Mazars' performance of agreed-upon procedures on records submitted by the developers for costs paid or incurred on behalf of Harris County Municipal Utility District No. 569 (the District).

Our representations are current and effective as of the date of Forvis Mazars' report: December 9, 2024.

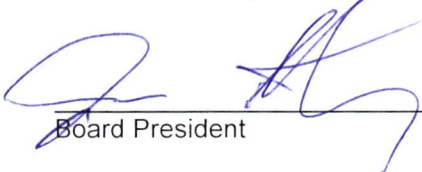
Our engagement with Forvis Mazars is based on our contract for services dated: October 14, 2024, 2024.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

1. We are responsible for the subject matter and for selecting the criteria (the requirements of the Texas Commission on Environmental Quality) applied to the subject matter and for determining that such criteria are appropriate for our purposes.
2. We have provided to you all relevant information and access, as applicable, as agreed upon in the terms of the engagement.
3. All known matters contradicting the subject matter or assertion and any communication from regulatory agencies or others affecting the subject matter have been disclosed to you, including any communications received between the end of the period addressed by the subject matter and the date of your report.
4. We acknowledge our responsibility for the design, implementation, and maintenance of programs and controls to prevent and detect fraud.
5. We have no knowledge of any known or suspected fraudulent financial reporting or misappropriation of assets involving:
 - a. Management or employees who have significant roles in internal control, or
 - b. Others, where activities of others could affect the subject matter.
6. We have no knowledge of any allegations of fraud or suspected fraud affecting the subject matter received in communications from employees, customers, regulators, suppliers, or others.
7. We have no knowledge of any known or suspected violations of law, regulations, or requirements of regulatory agencies that could affect the subject matter.
8. We have disclosed to you all deficiencies in internal control relevant to the subject matter of which we are aware.
9. There are no plans or intentions that may affect the subject matter.

10. We have disclosed to you all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter.
11. We are not aware of any material misstatements in the subject matter.
12. The procedures described in your report are the final procedures agreed upon by us. All differences between the procedures described in the report and those described in the contract are approved by us.
13. With respect to any nonattest services you have provided us during the year:
 - a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
 - b. We have established and monitored the performance of the nonattest services to ensure that they meet our objectives.
 - c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
 - d. We have evaluated the adequacy of the services performed and any findings that resulted.
14. We have responded fully and truthfully to all your inquiries.
15. We have obtained from all necessary parties agreement to the procedures and acknowledgment that the procedures are appropriate for their purposes.



Board President

EXHIBIT L

Harris County MUD 569

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
10/14/2024	33	0	0	Open Lots
10/21/2024	33	0	0	Open Lots
10/28/2024	33	0	0	Open Lots
11/4/2024	33	0	0	Open Lots
10/14/2024	35	9	6	Nuway (2) Ashton Starlight (4)
10/21/2024	35	9	4	Nuway (1) Ashton Starlight (3)
10/28/2024	35	6	1	Nuway (1)
11/4/2024	35	8	1	Nuway (1)
10/14/2024	36	14	7	Gehan (4) Ashton Woods (3)
10/21/2024	36	13	6	Gehan (5) Ashton Woods (1)
10/28/2024	36	12	4	Gehan (3) Ashton Woods (1)
11/4/2024	36	13	8	Gehan (6) Ashton Woods (2)
10/14/2024	38	10	3	Long Lake (3)
10/21/2024	38	7	3	Long Lake (2) Nuway (1)
10/28/2024	38	10	2	Long Lake (1) Nuway (1)
11/4/2024	38	10	8	Long Lake (7) Nuway (1)
10/14/2024	39	0	0	Open Lots
10/21/2024	39	0	0	Open Lots
10/28/2024	39	0	0	Open Lots
11/4/2024	39	0	0	Open Lots
10/14/2024	40	0	0	Open Lots
10/21/2024	40	0	0	Open Lots
10/28/2024	40	0	0	Open Lots
11/4/2024	40	0	0	Open Lots
10/14/2024	42	8	1	Beazer (1)
10/21/2024	42	7	3	Beazer (3)
10/28/2024	42	4	3	Beazer (3)
11/4/2024	42	4	1	Beazer (1)
10/14/2024	43	4	2	Beazer (2)
10/21/2024	43	4	2	Beazer (2)
10/28/2024	43	4	1	Beazer (1)
11/4/2024	43	3	0	
10/14/2024	44	1	1	Beazer (1)
10/21/2024	44	1	0	
10/28/2024	44	1	1	Beazer (1)
11/4/2024	44	1	1	Beazer (1)

*Sections 45,51 and 52 are all Open Lots. No Inspections at this time

SWPPP Inspections Harris County MUD 569

Sunterra Subdivision
Inspection Photo's
November 2024 MUD Meeting

Colin Walton, QCIS
Silt Solutions Inc.
8906 Cresting Ridge Dr
Richmond, TX 77406
colin@siltsolutionsinc.com
713-295-0274 cell



Sec 35 Blk 2 Lot 13



Sec 35 Blk 2 Lot 19



Sec 36 Blk 2 Lot 16



Sec 36 Blk 2 Lot 17



Sec 38 Blk 1 Lot 24



Sec 38 Blk 1 Lot 25



Sec 42 Blk 1 Lot 33



Sec 42 Blk 1 Lot 35



Sec 43 Blk 1 Lot 19



Sec 43 Blk 2 Lot 22



Sec 44 Blk 2 Lot 12





Turn-Key Stormwater Management

Harris County MUD 569

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
11/11/2024	35	4	2	Nuway (2)
11/18/2024	35	4	2	Nuway (2)
11/25/2024	35	3	2	Nuway (2)
12/2/2024	35	2	1	Nuway (1)
11/11/2024	36	14	3	Gehan (3)
11/18/2024	36	14	6	Gehan (5) Anglia (1)
11/25/2024	36	13	6	Gehan (5) Anglia (1)
12/2/2024	36	12	9	Ashton Woods (3) Gehan (5) Anglia (1)
11/11/2024	38	10	5	Long Lake (5)
11/18/2024	38	10	3	Long Lake (2) Nuway (1)
11/25/2024	38	10	3	Long Lake (2) Nuway (1)
12/2/2024	38	8	4	Long lake (3) Nuway (1)
11/11/2024	42	4	1	Beazer (1)
11/18/2024	42	4	0	
11/25/2024	42	3	0	
12/2/2024	42	3	2	Beazer (2)
11/11/2024	43	4	0	
11/18/2024	43	2	0	
11/25/2024	43	2	0	
12/2/2024	43	2	0	
11/11/2024	44	1	1	Beazer (1)
11/18/2024	44	1	0	
11/25/2024	44	1	0	
12/2/2024	44	1	0	

Sections 33,39,40,45,51 and 52 are ALL Open Lots with No Inspections

SWPPP Inspections Harris County MUD 569

Sunterra Subdivision
Inspection Photo's
December 2024 MUD Meeting

Colin Walton, QCIS
Silt Solutions Inc.
8906 Cresting Ridge Dr
Richmond, TX 77406
colin@siltsolutionsinc.com
713-295-0274 cell



Sec 35 Blk 2 Lot 19



Sec 36 Blk 1 Lot 1



Sec 36 Blk 1 Lot 11



Sec 38 Blk 1 Lot 25



Sec 38 Blk 1 Lot 34



Sec 42 Blk 1 Lot 33



Sec 42 Blk 1 Lot 35



Sec 43 Blk 1 Lot 10



EXHIBIT M



Harris County Municipal Utility District No. 569
Landscape Architect's Report
December 9, 2024

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
- i. **Sunterra Phase 7 Package 4 Landscape Improvements**
- B. Approve plans and specifications and authorize advertisement for bids for the following construction projects:
- i. **None**
- C. Review bids and award contracts, as appropriate, for the following construction projects:
- i. **Sunterra Phase 7 Package 3A Landscape Improvements**
- ii. **Sunterra Phase 7 Package 3B Landscape Improvements**
- D. Approve Pay Estimates, change orders, and/or final acceptance, as appropriate, for the following construction projects:
- Phase 6 Pkg 1: Section 42, 43 Landscape Improvements – Hardscape. Project was awarded 9/11/2023 to A Group Construction. MUD contract executed 9/11/23, NTP issued 11/17/23. The package scope is complete. **No Action.**
 - Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape. Project was awarded 09/11/2023 to Strickscapes. MUD executed contract 10/9/23, NTP issued 11/17/23. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 484,484.36	<i>Comment(s)</i>
Pay Application #1	\$ 15,288.47	11/17/2023
Change Order #1	\$ 33,387.15	2/19/2024
Change Order #2	\$ 32,111.16	2/29/2024
Pay Application #2	\$ 431,833.31	02/29/2024
Change Order #3	\$ 27,808.88	03/05/2024
Pay Application #3	\$ 37,990.75	03/29/2024
Change Order #4	\$ 16,358.51	03/19/2024
Pay Application #4	\$ 43,041.24	05/09/2024
Pay Application #5	\$ 3,290.60	06/05/2024
Pay Application #6	\$ 3,290.68	07/03/2024
Pay Application #7	\$ 59,415.01	07/24/2024
Current Contract Value	\$ 594,150.06	
Balance to Finish	\$ 0.00	



- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **No Action.**

Item	Amount	Notes
Original Contract	\$ 355,826.75	Comment(s)
Change Order #1	\$ 1,832.00	2/16/2024
Pay Application #1	\$ 247,430.83	2/28/2024
Change Order #2	\$ 31,872.80	03/18/2024
Pay Application #2	\$ 42,809.64	03/25/2024
Pay Application #3	\$ 24,658.02	04/24/2024
Change Order #3	\$ 2,650.50	04/05/2024
Change Order #4	\$ 29,686.00	04/29/2024
Pay Application #4	\$ 16,069.35	04/27/2024
Change Order #4	\$ (16,163.00)	07/24/2024
Pay Application #5	\$ 7,449.30	08/20/2024
Current Contract Value	\$ 376,019.05	
Balance to Finish	\$ 53,764.91	

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/18/2023, NTP issued 11/17/23. **Approve Pay Application #9, #10.**

Item	Amount	Notes
Original Contract	\$ 961,108.33	Comment(s)
Pay Application #1	\$ 13,638.20	11/16/2023
Pay Application #2	\$ 280,084.29	2/29/2024
Pay Application #3	\$ 138,684.78	03/29/2024
Change Order #1	\$ 205,578.17	04/12/2024
Pay Application #4	\$ 309,107.46	05/09/2024
Pay Application #5	\$ 42,432.23	08/13/2024
Pay Application #6	\$ 32,780.42	09/06/2024
Pay Application #7	\$ 107,804.37	09/27/2024
Pay Application #8	\$ 80,771.62	10/04/2024
Pay Application #9	\$ 32,465.36	11/06/2024
Pay Application #10	\$ 115,307.64	11/06/2024
Current Contract Value	\$ 1,153,076.36	
Balance to Finish	\$ 0.00	

- Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. **Approve Change Order #2, #3, #4; Approve Pay Applications #6, #7, #8, #9, #10.**



Item	Amount	Notes
Original Contract	\$ 1,371,638.33	Comment(s)
Pay Application #1	\$ 19,127.65	11/17/2023
Pay Application #2	\$ 90,869.69	03/06/2024
Pay Application #3	\$ 36,619.43	03/29/2024
Change Order #1	\$ 303,818.54	04/24/2024
Pay Application #4	\$ 694,096.28	05/09/2024
Pay Application #5	\$ 214,756.35	06/05/2024
Change Order #2	\$ -99,406.65	07/31/2024
Change Order #3	\$ 28,642.91	08/16/2024
Pay Application #6	\$ 9,594.18	09/06/2024
Pay Application #7	\$ 229,242.76	09/06/2024
Change Order #4	\$ 24,850.43	09/12/2024
Pay Application #8	\$ 156,253.56	10/01/2024
Pay Application #9	\$ 16,029.31	11/06/2024
Pay Application #10	\$ 162,954.36	11/06/2024
Current Contract Value	\$ 1,629,543.56	
Balance to Finish	\$ 0.00	

Proposed Action Items:

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/18/2023, NTP issued 11/17/23. **Approve Pay Application #9, #10.**
- Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. **Approve Change Order #2, #3, #4; Approve Pay Applications #6, #7, #8, #9, #10.**

Sincerely,

LUKE ANDERSON, ASLA, PLA, LI
Project Manager

Direct: 210.469.3510
Email: landerson@kwtexas.com

4039 Broadway Street, San Antonio, TX, 78209

EXHIBIT N

Harris County Municipal Utility District No. 569

Landscape Architect Report

December 09, 2024 @ 1:00 pm

10. Landscape Architect Report, including:
- b. Status of construction contracts, including the approval of any pay estimates and/or change orders and authorize acceptance of TEC Form 1295; and
- i. Sunterra Recreation Center Facility; (KGADD# 299-22-180) LH
- Contractor: Millis** **Notice to Proceed: 05/22/23**
- Original Contract Amount: \$8,013,337.95** **Contract Days: (360)**
- Substantial Completion: 07/03/24*** **Maintenance Period: (4) months**

Previous Pay Applications Approved

Pay Application #1	\$332,330.66	Pay Application #7	\$580,860.04
Pay Application #2	\$373,630.36	Pay Application #8	\$634,533.29
Pay Application #3	\$791,340.87	Pay Application #9	\$556,798.72
Pay Application #4	\$496,345.07	Pay Application #10	\$633,207.29
Pay Application #5	\$646,532.90	Pay Application #11	\$386,688.82
Pay Application #6	\$539,745.37	Pay Application #12	\$850,852.49
Pay Application #13	\$615,179.86	Pay Application #15	\$414,653.69
Pay Application #14	\$ 25,720.71	Pay Application #16	\$ 13,016.86
Pay Application #17	\$ 14,309.30		

Previous Change Orders Approved

Change Order #1	\$78,812.16 (Civil work scope changes, addt'l sidewalk)
Change Order #2	\$23,162.69 (Electrical changes)
Change Order #3	\$19,771.96 (additional 2" HDPE conduit for data sleeves)
Change Order #4	\$26,705.61 (water meter upsize from 2" to 3")
Change Order #5	\$10,328.18 (electrical modification to upgrade the Tap Box)
Change Order #6	\$18,735.07 (Additional Conduit)
Change Order #7	\$6,764.79 (fire lane concrete thickened)
Change Order #8	\$42,815.45 (added canopy & roof for water slide structure)
Change Order #9	\$3,319.49 (bore for electrical at relocated entry monument)
Change Order #10	\$54,562.17 (sod at dog park, add wax myrtles)
Change Order #11	\$29,753.21 (sod, Wax Myrtles, tubular steel fence, gates)

Current Pay Applications Recommended for Board Approval

Pay Application #18 \$8,847.16

Current Change Orders Recommended for Board Approval

None

Job Status

- Project is in Maintenance Period.

APPLICATION AND CERTIFICATION FOR PAYMENT

Lacy

AIA DOCUMENT G702

PAGE 1 of 2

TO OWNER: HARRIS COUNTY MUD NO 569
Astro Sunterra LP

PROJECT: Sunterra Recreation Center Facility
Katy, TX 77493

APPLICATION NO: 18

Distribution to:

MDC Job No.: 2312

APPLICATION DATE: 10/3/2024

KGADD #: 299-22-180

PERIOD TO: 10/4/2024

FROM CONTRACTOR: Millis Development & Construction, LLC
931 Pheasant Valley Drive, Suite 200
Missouri City, TX 77489

VIA ARCHITECT: KGA-DeForest Design, LLC
24275 Katy Freeway, Suite 300
Katy, Texas 77494

☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR

CONTRACT FOR: New Construction

CONTRACT DATE: March 13, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>8,013,337.95</u>
2. Net Change by Change Orders	\$	<u>314,730.78</u>
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	<u>8,328,068.73</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>8,331,151.02</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>416,557.55</u>
b. <u>5</u> % of Stored Material (Column F on G703)	\$	<u>-</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>416,557.55</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>7,914,593.47</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	<u>7,905,746.31</u>
8. CURRENT PAYMENT DUE	\$	<u>8,847.16</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	<u>413,475.26</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 284,977.57	\$ -
Total approved this Month	\$ 29,753.21	\$ -
TOTALS	\$ 314,730.78	\$ -
NET CHANGES by Change Order	\$	314,730.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Millis Development & Construction, LLC.

By:

Richard Baca

Project Manager

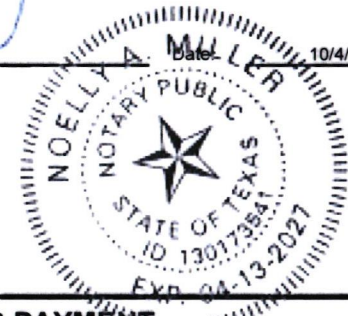
State of: Texas

County of: Fort Bend

Subscribed and sworn to before me on:

Notary Public:

My Commission expires:



Date: 10/4/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 8,847.16

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

ARCHITECT:

By:

Date: 11/11/2024

29753.21 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET					AIA DOCUMENT G703			PROJECT: Sunterra Recreation Center Facility						
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached														
In tabulations below, amounts are stated to the nearest dollar,														
Use Column 1 on Contracts where variable retainage for line items may apply														
Application No: 18														
Application Date: 10/3/2024														
A	B				C		D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Previous Units	WORK COMPLETED FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 5%
General Conditions														
1	Maintenance	MO	4	\$ 6,263.66	\$ 25,054.64	3	\$ 18,790.98	1	\$ 6,263.66	\$ -	\$ 25,054.64	100%	\$ -	\$ 1,252.73
2	Mobilization / Site Prep	LS	1	\$ 153,946.03	\$ 153,946.03	1	\$ 153,946.03		\$ -	\$ -	\$ 153,946.03	100%	\$ -	\$ 7,697.30
3	Payment and Performance Bonds	LS	1	\$ 68,694.47	\$ 68,694.47	1	\$ 68,694.47		\$ -	\$ -	\$ 68,694.47	100%	\$ -	\$ 3,434.72
4	Permits and Inspection	LS	1	\$ 12,659.45	\$ 12,659.45	1	\$ 12,659.45		\$ -	\$ -	\$ 12,659.45	100%	\$ -	\$ 632.97
5	SWPPP Controls (Complete: Install, Maintenance, and Removal)	LS	1	\$ 17,494.30	\$ 17,494.30	1	\$ 17,494.30		\$ -	\$ -	\$ 17,494.30	100%	\$ -	\$ 874.72
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 271,585.23		\$ 6,263.66	\$ -	\$ 277,848.89	100%	\$ -	\$ 13,892.44
Softscape(Outside Pool Fence)														
1	Live Oak - 65 Gal.	EA	19	\$ 987.00	\$ 18,753.00	19	\$ 18,753.00		\$ -	\$ -	\$ 18,753.00	100%	\$ -	\$ 937.65
2	Monterrey Oak - 65 Gal.	EA	19	\$ 980.67	\$ 18,632.73	19	\$ 18,632.73		\$ -	\$ -	\$ 18,632.73	100%	\$ -	\$ 931.64
3	Mexican Sycamore - 65 Gal.	EA	22	\$ 949.04	\$ 20,878.88	22	\$ 20,878.88		\$ -	\$ -	\$ 20,878.88	100%	\$ -	\$ 1,043.94
4	Shumard Oak - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71	13	\$ 12,748.71		\$ -	\$ -	\$ 12,748.71	100%	\$ -	\$ 637.44
5	Loblolly Pine - 65 Gal.	EA	46	\$ 980.67	\$ 45,110.82	46	\$ 45,110.82		\$ -	\$ -	\$ 45,110.82	100%	\$ -	\$ 2,255.54
6	Bald Cypress - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71	13	\$ 12,748.71		\$ -	\$ -	\$ 12,748.71	100%	\$ -	\$ 637.44
7	Crape Myrtle 'Natchez' - 65 Gal.	EA	36	\$ 949.04	\$ 34,165.44	36	\$ 34,165.44		\$ -	\$ -	\$ 34,165.44	100%	\$ -	\$ 1,708.27
8	Nellie R Stevens Holly - 65 Gal.	EA	15	\$ 1,050.27	\$ 15,754.05	15	\$ 15,754.05		\$ -	\$ -	\$ 15,754.05	100%	\$ -	\$ 787.70
9	Saucer Magnolia - 45 Gal.	EA	30	\$ 771.89	\$ 23,156.70	30	\$ 23,156.70		\$ -	\$ -	\$ 23,156.70	100%	\$ -	\$ 1,157.84
10	Loropetalum - 5 Gal.	EA	45	\$ 26.57	\$ 1,195.65	45	\$ 1,195.65		\$ -	\$ -	\$ 1,195.65	100%	\$ -	\$ 59.78
11	Adagio Grass - 3 Gal.	EA	204	\$ 26.57	\$ 5,420.28	204	\$ 5,420.28		\$ -	\$ -	\$ 5,420.28	100%	\$ -	\$ 271.01
12	Cassian Grass - 3 Gal.	EA	286	\$ 26.57	\$ 7,599.02	286	\$ 7,599.02		\$ -	\$ -	\$ 7,599.02	100%	\$ -	\$ 379.95
13	Knockout Rose - 3 Gal.	EA	32	\$ 41.76	\$ 1,336.32	32	\$ 1,336.32		\$ -	\$ -	\$ 1,336.32	100%	\$ -	\$ 66.82
14	Red Drift Rose - 3 Gal.	EA	268	\$ 41.76	\$ 11,191.68	268	\$ 11,191.68		\$ -	\$ -	\$ 11,191.68	100%	\$ -	\$ 559.58
15	Sunshine Ligustrum - 3 Gal.	EA	177	\$ 43.02	\$ 7,614.54	177	\$ 7,614.54		\$ -	\$ -	\$ 7,614.54	100%	\$ -	\$ 380.73
16	Abelia - 3 Gal.	EA	161	\$ 26.57	\$ 4,277.77	161	\$ 4,277.77		\$ -	\$ -	\$ 4,277.77	100%	\$ -	\$ 213.89
17	Carissa Holly - 3 Gal.	EA	160	\$ 26.57	\$ 4,251.20	160	\$ 4,251.20		\$ -	\$ -	\$ 4,251.20	100%	\$ -	\$ 212.56
18	'New Gold' Lantana - 1 Gal.	EA	629	\$ 13.92	\$ 8,755.68	629	\$ 8,755.68		\$ -	\$ -	\$ 8,755.68	100%	\$ -	\$ 437.78
19	Var. Flax Lily - 1 Gal.	EA	504	\$ 13.92	\$ 7,015.68	504	\$ 7,015.68		\$ -	\$ -	\$ 7,015.68	100%	\$ -	\$ 350.78
20	Big Blue Liriope - 1 Gal.	EA	652	\$ 10.12	\$ 6,598.24	652	\$ 6,598.24		\$ -	\$ -	\$ 6,598.24	100%	\$ -	\$ 329.91
21	Sandy Leaf Fig Ivy - 1 Gal.	EA	56	\$ 15.18	\$ 850.08	56	\$ 850.08		\$ -	\$ -	\$ 850.08	100%	\$ -	\$ 42.50
22	Seasonal Color - 4" Pot	SF	822	\$ 2.53	\$ 2,079.66	822	\$ 2,079.66		\$ -	\$ -	\$ 2,079.66	100%	\$ -	\$ 103.98
23	Fine Grade and Hydromulch	SF	268,000	\$ 0.13	\$ 34,840.00	134000	\$ 17,420.00		\$ -	\$ -	\$ 17,420.00	50%	\$ 17,420.00	\$ 871.00
24	Overseeding (One Application)	SF	268,000	\$ 0.09	\$ 24,120.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 24,120.00	\$ -
25	Landscape Boulders	TONS	22	\$ 440.35	\$ 9,687.70	22	\$ 9,687.70		\$ -	\$ -	\$ 9,687.70	100%	\$ -	\$ 484.39
26	Bermuda Sod	SY	4,350	\$ 8.22	\$ 35,757.00	4350	\$ 35,757.00		\$ -	\$ -	\$ 35,757.00	100%	\$ -	\$ 1,787.85
27	Irrigation System (Complete & Operable)	LS	1	\$ 289,597.31	\$ 289,597.31	1	\$ 289,597.31		\$ -	\$ -	\$ 289,597.31	100%	\$ -	\$ 14,479.87
28	Water Meters and Tap Fees	LS	1	\$ 9,554.45	\$ 9,554.45	1	\$ 9,554.45		\$ -	\$ -	\$ 9,554.45	100%	\$ -	\$ 477.72
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 632,151.30		\$ -	\$ -	\$ 632,151.30	94%	\$ 41,540.00	\$ 31,607.57
Hardscape(Outside Pool Fence)														
1	Underground Drainage	LS	1	\$ 470,647.05	\$ 470,647.05	1	\$ 470,647.05		\$ -	\$ -	\$ 470,647.05	100%	\$ -	\$ 23,532.35
2	Rough Grading	LS	1	\$ 124,319.11	\$ 124,319.11	1	\$ 124,319.11		\$ -	\$ -	\$ 124,319.11	100%	\$ -	\$ 6,215.96
3	2" HDPE Sleeves (future camera locations)	LF	750	\$ 25.26	\$ 18,945.00	750	\$ 18,945.00		\$ -	\$ -	\$ 18,945.00	100%	\$ -	\$ 947.25
4	Site Electrical Connection / Service (Operational)	LS	1	\$ 83,529.13	\$ 83,529.13	1	\$ 83,529.13		\$ -	\$ -	\$ 83,529.13	100%	\$ -	\$ 4,176.46
5	Site Lighting and Electrical (Operational)	LS	1	\$ 191,098.56	\$ 191,098.56	1	\$ 191,098.56		\$ -	\$ -	\$ 191,098.56	100%	\$ -	\$ 9,554.93
6	(Conduit, Fixtures, Third Party Inspection, etc.)				\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
7	Sanitary Connection to Restroom Pavilion	LS	1	\$ 44,682.02	\$ 44,682.02	1	\$ 44,682.02		\$ -	\$ -	\$ 44,682.02	100%	\$ -	\$ 2,234.10
8	Water Connection to Restroom Pavilion	LS	1	\$ 12,287.93	\$ 12,287.93	1	\$ 12,287.93		\$ -	\$ -	\$ 12,287.93	100%	\$ -	\$ 614.40
9	ADA Parking Signage	LS	4	\$ 173.70	\$ 694.80	4	\$ 694.80		\$ -	\$ -	\$ 694.80	100%	\$ -	\$ 34.74
10	Ramps at Parking Lot Driveway	EA	6	\$ 1,515.89	\$ 9,095.34	6	\$ 9,095.34		\$ -	\$ -	\$ 9,095.34	100%	\$ -	\$ 454.77
11	Parking Lot Wheel Stop at Accessible Parking	EA	5	\$ 145.27	\$ 726.35	5	\$ 726.35		\$ -	\$ -	\$ 726.35	100%	\$ -	\$ 36.32

CONTINUATION SHEET					AIA DOCUMENT G703			PROJECT: Sunterra Recreation Center Facility						
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In tabulations below, amounts are stated to the nearest dollar.														
Use Column 1 on Contracts where variable retainage for line items may apply														
Application No: 18														
Application Date: 10/3/2024														
A	B	Unit	Unit	Unit	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	Type	Qty	Price	SCHEDULED	Previous Units	WORK COMPLETED FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 5%
12	Parking Lot Pavement / Curbs / Driveway Apron	SF	41018	\$ 7.76	\$ 318,299.68	41018	\$ 318,299.68		\$ -	\$ -	\$ 318,299.68	100%	\$ -	\$ 15,914.98
13	Parking Lot Stabilized Subbase	SF	41839	\$ 1.95	\$ 81,586.05	41839	\$ 81,586.05		\$ -	\$ -	\$ 81,586.05	100%	\$ -	\$ 4,079.30
14	Parking Lot Pavers	SF	1470	\$ 12.57	\$ 18,477.90	1470	\$ 18,477.90		\$ -	\$ -	\$ 18,477.90	100%	\$ -	\$ 923.90
15	6" Wide Parking Lot Striping	LS	1	\$ 956.60	\$ 956.60	1	\$ 956.60		\$ -	\$ -	\$ 956.60	100%	\$ -	\$ 47.83
16	Fire Lane Striping & Lettering	LS	1	\$ 909.53	\$ 909.53	1	\$ 909.53		\$ -	\$ -	\$ 909.53	100%	\$ -	\$ 45.48
17	Accessible Parking Striping / Symbol	LS	1	\$ 126.33	\$ 126.33	1	\$ 126.33		\$ -	\$ -	\$ 126.33	100%	\$ -	\$ 6.32
18	Fire Lane Geoblock Pavers	SF	1170	\$ 18.32	\$ 21,434.40	1170	\$ 21,434.40		\$ -	\$ -	\$ 21,434.40	100%	\$ -	\$ 1,071.72
19	Fire Lane Concrete Curb Border	LF			\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
20	Recreation Center Monument	EA	2	\$ 25,869.83	\$ 51,739.66	1	\$ 25,869.83		\$ -	\$ -	\$ 25,869.83	50%	\$ 25,869.83	\$ 1,293.49
21	Concrete Walk (4.5" Thick)	SF	2637	\$ 6.36	\$ 16,771.32	2637	\$ 16,771.32		\$ -	\$ -	\$ 16,771.32	100%	\$ -	\$ 838.57
22	Concrete Walk (4" Thick)	SF	30111	\$ 6.19	\$ 186,387.09	30111	\$ 186,387.09		\$ -	\$ -	\$ 186,387.09	100%	\$ -	\$ 9,319.35
23	Pedestrian Pavers	SF	2800	\$ 17.30	\$ 48,440.00	2300	\$ 39,790.00		\$ -	\$ -	\$ 39,790.00	82%	\$ 8,650.00	\$ 1,989.50
24	Playground Haunched Edge	LF	403	\$ 11.50	\$ 4,634.50	403	\$ 4,634.50		\$ -	\$ -	\$ 4,634.50	100%	\$ -	\$ 231.73
25	Playground Ramp	EA	2	\$ 1,579.05	\$ 3,158.10	2	\$ 3,158.10		\$ -	\$ -	\$ 3,158.10	100%	\$ -	\$ 157.91
26	Playground Concrete Band	LF	402	\$ 47.28	\$ 19,006.56	402	\$ 19,006.56		\$ -	\$ -	\$ 19,006.56	100%	\$ -	\$ 950.33
27	Playground Safety Fall Surface (12" Depth)	SF	5056	\$ 2.87	\$ 14,510.72	5056	\$ 14,510.72		\$ -	\$ -	\$ 14,510.72	100%	\$ -	\$ 725.54
28	Playground Climbing Hill Dirtwork	LS	1	\$ 3,682.63	\$ 3,682.63	1	\$ 3,682.63		\$ -	\$ -	\$ 3,682.63	100%	\$ -	\$ 184.13
29	Playground Synthetic Turf Climbing Hills	LS	1		\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
30	Playground Synthetic Turf	SF	3248	\$ 10.65	\$ 34,591.20	3248	\$ 34,591.20		\$ -	\$ -	\$ 34,591.20	100%	\$ -	\$ 1,729.56
31	Berm Slide(Roller Slide)	LS	1	\$ 40,642.05	\$ 40,642.05	1	\$ 40,642.05		\$ -	\$ -	\$ 40,642.05	100%	\$ -	\$ 2,032.10
32	Rubber Ball Climbers	EA	17	\$ 1,508.01	\$ 25,636.17	17	\$ 25,636.17		\$ -	\$ -	\$ 25,636.17	100%	\$ -	\$ 1,281.81
33	Play Structure (5-12 year Billows) (Complete and Operational)	LS	1	\$ 115,250.81	\$ 115,250.81	1	\$ 115,250.81		\$ -	\$ -	\$ 115,250.81	100%	\$ -	\$ 5,762.54
34	Play Structure (2-5 year Breeze) (Complete and Operational)	LS	1	\$ 69,100.90	\$ 69,100.90	1	\$ 69,100.90		\$ -	\$ -	\$ 69,100.90	100%	\$ -	\$ 3,455.05
35	Play Structure Log Steppers	EA	5	\$ 2,173.12	\$ 10,865.60	5	\$ 10,865.60		\$ -	\$ -	\$ 10,865.60	100%	\$ -	\$ 543.28
36	Play Structure Log Crawl Tunnel	LS	1	\$ 14,218.22	\$ 14,218.22	1	\$ 14,218.22		\$ -	\$ -	\$ 14,218.22	100%	\$ -	\$ 710.91
37	Play Structure Hedra Swing Set	LS	2	\$ 8,137.18	\$ 16,274.36	2	\$ 16,274.36		\$ -	\$ -	\$ 16,274.36	100%	\$ -	\$ 813.72
38	Play Structure Table Tennis(including electrical connection)	LS	1	\$ 44,834.58	\$ 44,834.58	1	\$ 44,834.58		\$ -	\$ -	\$ 44,834.58	100%	\$ -	\$ 2,241.73
39	Play Structure Mobius Climber	LS	1	\$ 17,478.08	\$ 17,478.08	1	\$ 17,478.08		\$ -	\$ -	\$ 17,478.08	100%	\$ -	\$ 873.90
40	Play Structure Revivewheel Spinner	LS	1	\$ 11,131.33	\$ 11,131.33	1	\$ 11,131.33		\$ -	\$ -	\$ 11,131.33	100%	\$ -	\$ 556.57
41	Soccer Goals	LS	1	\$ 13,970.80	\$ 13,970.80	1	\$ 13,970.80		\$ -	\$ -	\$ 13,970.80	100%	\$ -	\$ 698.54
42	Splashpad Equipment (Vortex Complete and Operational including	LS	1	\$ 199,885.36	\$ 199,885.36	1	\$ 199,885.36		\$ -	\$ -	\$ 199,885.36	100%	\$ -	\$ 9,994.27
43	Splashpad Surfacing	SF	2487	\$ 9.94	\$ 24,720.78	2487	\$ 24,720.78		\$ -	\$ -	\$ 24,720.78	100%	\$ -	\$ 1,236.04
44	Splashpad Water Connection(including backflow & water meter)	LS	1	\$ 10,087.40	\$ 10,087.40	1	\$ 10,087.40		\$ -	\$ -	\$ 10,087.40	100%	\$ -	\$ 504.37
45	Overlook Decomposed Granite	SF	971	\$ 6.19	\$ 6,010.49	971	\$ 6,010.49		\$ -	\$ -	\$ 6,010.49	100%	\$ -	\$ 300.52
46	Courtyard Concrete Edge	LF	188	\$ 10.51	\$ 1,975.88	188	\$ 1,975.88		\$ -	\$ -	\$ 1,975.88	100%	\$ -	\$ 98.79
47	Courtyard Basalt Gravel	SF	3802	\$ 5.24	\$ 19,922.48	3802	\$ 19,922.48		\$ -	\$ -	\$ 19,922.48	100%	\$ -	\$ 996.12
48	Courtyard Synthetic Turf	SF	5881	\$ 11.91	\$ 70,042.71	5881	\$ 70,042.71		\$ -	\$ -	\$ 70,042.71	100%	\$ -	\$ 3,502.14
49	Courtyard Seatwall (18" Ht.)	LF	44	\$ 170.63	\$ 7,507.72	44	\$ 7,507.72		\$ -	\$ -	\$ 7,507.72	100%	\$ -	\$ 375.39
50	Courtyard Colored Stamped Concrete	SF	1118	\$ 9.58	\$ 10,710.44	1118	\$ 10,710.44		\$ -	\$ -	\$ 10,710.44	100%	\$ -	\$ 535.52
51	Fitness Lawn Seatwall (18" Ht.)		1		\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
52	Dog Park 6' Ht. Omega Fence	LF	1001	\$ 105.70	\$ 105,805.70	1001	\$ 105,805.70		\$ -	\$ -	\$ 105,805.70	100%	\$ -	\$ 5,290.29
53	Dog Park 6' Ht. Gates (including hardware)	EA	4	\$ 3,844.98	\$ 15,379.92	4	\$ 15,379.92		\$ -	\$ -	\$ 15,379.92	100%	\$ -	\$ 769.00
54	Dog Park 6' Ht. Double Maintenance Gates	EA	2	\$ 3,182.10	\$ 6,364.20	2	\$ 6,364.20		\$ -	\$ -	\$ 6,364.20	100%	\$ -	\$ 318.21
55	Dog Park Drinking Fountain	EA	1	\$ 7,463.60	\$ 7,463.60	1	\$ 7,463.60		\$ -	\$ -	\$ 7,463.60	100%	\$ -	\$ 373.18
56	Dog Park Shade Sails	LS	1	\$ 82,451.59	\$ 82,451.59	1	\$ 82,451.59		\$ -	\$ -	\$ 82,451.59	100%	\$ -	\$ 4,122.58
57	Dog Park Entry Arch	EA	1	\$ 15,628.01	\$ 15,628.01	1	\$ 15,628.01		\$ -	\$ -	\$ 15,628.01	100%	\$ -	\$ 781.40
58	Dog Park Entry Arch Column Cladding	EA	2	\$ 1,124.04	\$ 2,248.08	2	\$ 2,248.08		\$ -	\$ -	\$ 2,248.08	100%	\$ -	\$ 112.40
59	Dog Park Pavilion(w/ gutters)	EA	1	\$ 60,613.29	\$ 60,613.29	1	\$ 60,613.29		\$ -	\$ -	\$ 60,613.29	100%	\$ -	\$ 3,030.66
60	Dog Park Pavilion Portable Fire Extinguisher	LS	1	\$ 254.79	\$ 254.79	1	\$ 254.79		\$ -	\$ -	\$ 254.79	100%	\$ -	\$ 12.74
61	Dog Park Pavilion Column Cladding	EA	4	\$ 1,124.96	\$ 4,499.84	4	\$ 4,499.84		\$ -	\$ -	\$ 4,499.84	100%	\$ -	\$ 224.99
62	Dog Park 6' Bench	EA	4	\$ 1,879.31	\$ 7,517.24	4	\$ 7,517.24		\$ -	\$ -	\$ 7,517.24	100%	\$ -	\$ 375.86
63	Dog Park Drinking Fountain	EA	2	\$ 5,324.51	\$ 10,649.02	2	\$ 10,649.02		\$ -	\$ -	\$ 10,649.02	100%	\$ -	\$ 532.45
64	Dog Park Trash Receptacle	EA	2	\$ 2,235.80	\$ 4,471.60	2	\$ 4,471.60		\$ -	\$ -	\$ 4,471.60	100%	\$ -	\$ 223.58

CONTINUATION SHEET					AIA DOCUMENT G703			PROJECT: Sunterra Recreation Center Facility						
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached														
Application No: 18														
Application Date: 10/3/2024														
In tabulations below, amounts are stated to the nearest dollar.														
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A	B				C		D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	WORK COMPLETED FROM PREVIOUS APPLICATIONS	Current Quantity	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 5%	
65	Dog Park Pet Waste Station	EA	2	\$ 556.72	\$ 1,113.44	2	\$ 1,113.44		\$ -	\$ -	100%	\$ -	\$ 55.67	
66	Dog Park Agility Equipment (small dog area)	LS	1	\$ 15,199.02	\$ 15,199.02	1	\$ 15,199.02		\$ -	\$ -	100%	\$ -	\$ 759.95	
67	Dog Park Agility Equipment (large dog area)	LS	1	\$ 14,549.39	\$ 14,549.39	1	\$ 14,549.39		\$ -	\$ -	100%	\$ -	\$ 727.47	
68	Dog Park Colored Concrete	SF	1426	\$ 14.59	\$ 20,805.34	1426	\$ 20,805.34		\$ -	\$ -	100%	\$ -	\$ 1,040.27	
69	Tennis Court Cantilevered Shade Structure	EA	1	\$ 36,270.12	\$ 36,270.12	1	\$ 36,270.12		\$ -	\$ -	100%	\$ -	\$ 1,813.51	
70	Tennis Courts w/ Lighting - Turnkey	EA	1	\$ 324,857.83	\$ 324,857.83	1	\$ 324,857.83		\$ -	\$ -	100%	\$ -	\$ 16,242.89	
71	6' Tubular Steel Fence at Cul-de-sac	LF	150	\$ 101.44	\$ 15,216.00	24	\$ 2,434.56		\$ -	\$ -	16%	\$ 12,781.44	\$ 121.73	
72	6' Tubular Steel Double Gate at Cul-de-sac(including hardware)	LS	1	\$ 6,364.20	\$ 6,364.20	1	\$ 6,364.20		\$ -	\$ -	100%	\$ -	\$ 318.21	
73	Trash Receptacle	EA	11	\$ 2,053.71	\$ 22,590.81	11	\$ 22,590.81		\$ -	\$ -	100%	\$ -	\$ 1,129.54	
74	Drinking Fountain	EA	1	\$ 5,324.51	\$ 5,324.51	1	\$ 5,324.51		\$ -	\$ -	100%	\$ -	\$ 266.23	
75	6' Bench (Model 506-60TX)	EA	10	\$ 2,451.57	\$ 24,515.70	10	\$ 24,515.70		\$ -	\$ -	100%	\$ -	\$ 1,225.79	
76	Concrete Bench Pad	SF			\$ -		\$ -		\$ -	\$ -		\$ -	\$ -	
77	Ping Pong Table	EA	1	\$ 42,340.55	\$ 42,340.55	1	\$ 42,340.55		\$ -	\$ -	100%	\$ -	\$ 2,117.03	
78	Foosball Table	EA	1	\$ 13,103.95	\$ 13,103.95	1	\$ 13,103.95		\$ -	\$ -	100%	\$ -	\$ 655.20	
79	Cornhole Boards	EA	4	\$ 1,431.43	\$ 5,725.72	4	\$ 5,725.72		\$ -	\$ -	100%	\$ -	\$ 286.29	
80	Teardrop Swings(installed)	EA	4	\$ 8,586.31	\$ 34,345.24	3	\$ 25,758.93		\$ -	\$ -	75%	\$ 8,586.31	\$ 1,287.95	
81	Grill w/ concrete pad	EA	2	\$ 627.97	\$ 1,255.94	2	\$ 1,255.94		\$ -	\$ -	100%	\$ -	\$ 62.80	
82	ADA Picnic Table (Model 296-42-30TX/S-2)	EA	4	\$ 3,591.35	\$ 14,365.40	4	\$ 14,365.40		\$ -	\$ -	100%	\$ -	\$ 718.27	
83	Picnic Table (Model 296-42-40TX)	EA	9	\$ 4,321.10	\$ 38,889.90	9	\$ 38,889.90		\$ -	\$ -	100%	\$ -	\$ 1,944.50	
84	Picnic Table (Model 298-60TX)	EA	6	\$ 5,032.46	\$ 30,194.76	6	\$ 30,194.76		\$ -	\$ -	100%	\$ -	\$ 1,509.74	
85	ADA Picnic Table (Model 298-60-2TX)	EA	1	\$ 5,244.69	\$ 5,244.69	1	\$ 5,244.69		\$ -	\$ -	100%	\$ -	\$ 262.23	
86	Bike Rack (Model 293-00/S-2)	EA	4	\$ 526.94	\$ 2,107.76	4	\$ 2,107.76		\$ -	\$ -	100%	\$ -	\$ 105.39	
87	Misc. Site Work Allowance	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00		\$ -	\$ -	100%	\$ -	\$ 750.00	
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)					\$ 3,523,730.87		\$ 3,467,843.29		\$ -	\$ -	98%	\$ 55,887.58	\$ 173,392.16	
Pool/Lazy River Softscape														
1	Nellie R Stevens Holly - 65 Gal.	EA	13	\$ 1,202.12	\$ 15,627.56	13	\$ 15,627.56		\$ -	\$ -	100%	\$ -	\$ 781.38	
2	Loropetalum - 5 Gal.	EA	9	\$ 44.29	\$ 398.61	9	\$ 398.61		\$ -	\$ -	100%	\$ -	\$ 19.93	
3	Adagio Grass - 3 Gal.	EA	15	\$ 37.96	\$ 569.40	15	\$ 569.40		\$ -	\$ -	100%	\$ -	\$ 28.47	
4	Cassian Grass - 3 Gal.	EA	27	\$ 37.96	\$ 1,024.92	27	\$ 1,024.92		\$ -	\$ -	100%	\$ -	\$ 51.25	
5	Sunshine Ligustrum - 3 Gal.	EA	66	\$ 56.94	\$ 3,758.04	66	\$ 3,758.04		\$ -	\$ -	100%	\$ -	\$ 187.90	
6	Carissa Holly - 3 Gal.	EA	48	\$ 37.96	\$ 1,822.08	48	\$ 1,822.08		\$ -	\$ -	100%	\$ -	\$ 91.10	
7	Butterfly Iris - 1 Gal.	EA	115	\$ 22.78	\$ 2,619.70	115	\$ 2,619.70		\$ -	\$ -	100%	\$ -	\$ 130.99	
8	Var. Flax Lily - 1 Gal.	EA	100	\$ 22.78	\$ 2,278.00	100	\$ 2,278.00		\$ -	\$ -	100%	\$ -	\$ 113.90	
9	Landscape Boulders	TON	7	\$ 949.04	\$ 6,643.28	7	\$ 6,643.28		\$ -	\$ -	100%	\$ -	\$ 332.16	
10	Irrigation System (Complete & Operable)	LS	1	\$ 22,565.61	\$ 22,565.61	1	\$ 22,565.61		\$ -	\$ -	100%	\$ -	\$ 1,128.28	
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ 57,307.20		\$ -	\$ -	100%	\$ -	\$ 2,865.36	

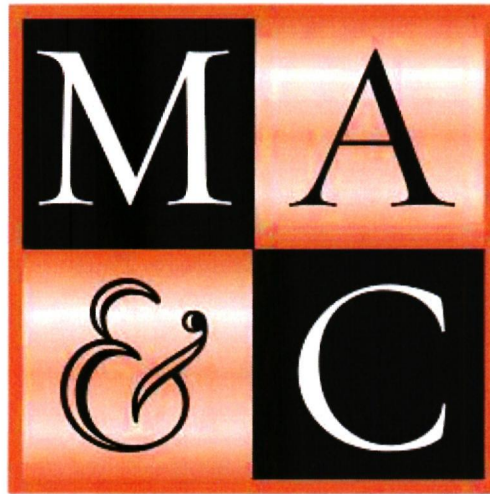
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Pool/Lazy River Hardscape														
1	Site Lighting and Electrical (Operational)	LS	1	\$ 165,710.68	\$ 165,710.68	1	\$ 165,710.68		\$ -	\$ -	\$ 165,710.68	100%	\$ -	\$ 8,285.53
2	(Conduit, Fixtures, Third Party Inspection, etc.)				\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
3	Restroom Cube(including connections)	LS	1	\$ 165,703.91	\$ 165,703.91	1	\$ 165,703.91		\$ -	\$ -	\$ 165,703.91	100%	\$ -	\$ 8,285.20
4	Lazy River Equipment Enclosure Slab	LS	1	\$ 17,015.82	\$ 17,015.82	1	\$ 17,015.82		\$ -	\$ -	\$ 17,015.82	100%	\$ -	\$ 850.79
5	Lazy River Equipment Enclosure Walls (w/ community name)	LF	140	\$ 328.10	\$ 45,934.00	140	\$ 45,934.00		\$ -	\$ -	\$ 45,934.00	100%	\$ -	\$ 2,296.70
6	Lazy River Equipment Enclosure 8' Ht. Louvered Gates	EA	3	\$ 2,463.32	\$ 7,389.96	3	\$ 7,389.96		\$ -	\$ -	\$ 7,389.96	100%	\$ -	\$ 369.50
7	Lazy River Equipment Enclosure Shade Structures	LS	1	\$ 107,851.00	\$ 107,851.00	1	\$ 107,851.00		\$ -	\$ -	\$ 107,851.00	100%	\$ -	\$ 5,392.55
8	Electrical Connection to Lazy River Equipment Enclosure	LS	1	\$ 23,282.75	\$ 23,282.75	1	\$ 23,282.75		\$ -	\$ -	\$ 23,282.75	100%	\$ -	\$ 1,164.14
9	Water Connection to Lazy River Equipment Enclosure	LS	1	\$ 10,087.40	\$ 10,087.40	1	\$ 10,087.40		\$ -	\$ -	\$ 10,087.40	100%	\$ -	\$ 504.37
10	Storm Connection to Lazy River Equipment Enclosure	LS	1	\$ 2,526.47	\$ 2,526.47	1	\$ 2,526.47		\$ -	\$ -	\$ 2,526.47	100%	\$ -	\$ 126.32
11	911 Pool Phone	EA	1	\$ 1,515.88	\$ 1,515.88	1	\$ 1,515.88		\$ -	\$ -	\$ 1,515.88	100%	\$ -	\$ 75.79
12	8' Ht. Ameristar Fencing	LF	720	\$ 140.81	\$ 101,383.20	720	\$ 101,383.20		\$ -	\$ -	\$ 101,383.20	100%	\$ -	\$ 5,069.16
13	8' Ht. Ameristar Pedestrian Gate(including access control)	EA	2	\$ 5,568.36	\$ 11,136.72	2	\$ 11,136.72		\$ -	\$ -	\$ 11,136.72	100%	\$ -	\$ 556.84
14	Access Control Hardware Allowance	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00		\$ -	\$ -	\$ 6,500.00	100%	\$ -	\$ 325.00
15	Lazy River Pump Enclosure(including CMU walls & pin mounted lettering)	EA	5	\$ 1,894.86	\$ 9,474.30	5	\$ 9,474.30		\$ -	\$ -	\$ 9,474.30	100%	\$ -	\$ 473.72
16	Pool Shade Structure (15'x38' steelworx monoslope)	EA	1	\$ 49,026.66	\$ 49,026.66	1	\$ 49,026.66		\$ -	\$ -	\$ 49,026.66	100%	\$ -	\$ 2,451.33
17	Pool Shade Structure Column Cladding	EA	6	\$ 1,289.16	\$ 7,734.96	6	\$ 7,734.96		\$ -	\$ -	\$ 7,734.96	100%	\$ -	\$ 386.75
18	Lazy River Bridge	EA	1	\$ 28,376.13	\$ 28,376.13	1	\$ 28,376.13		\$ -	\$ -	\$ 28,376.13	100%	\$ -	\$ 1,418.81
19	Pool Decking	SF	18622	\$ 11.25	\$ 209,497.50	18622	\$ 209,497.50		\$ -	\$ -	\$ 209,497.50	100%	\$ -	\$ 10,474.88
20	Pool Tower Shower(complete and operable w/ drain and water supply) 565 SM ADA SHOWER	EA	1	\$ 7,620.26	\$ 7,620.26	1	\$ 7,620.26		\$ -	\$ -	\$ 7,620.26	100%	\$ -	\$ 381.01
21	Pool Inner Tube Corral	EA	3	\$ 1,016.38	\$ 3,049.14		\$ -	3	\$ 3,049.14	\$ -	\$ 3,049.14	100%	\$ -	\$ 152.46
22	Pool	LS	1	\$ 565,362.17	\$ 565,362.17	1.00	\$ 565,362.17		\$ -	\$ -	\$ 565,362.17	100%	\$ -	\$ 28,268.11
23	Lazy River	LS	1	\$ 768,573.84	\$ 768,573.84	1.00	\$ 768,573.84		\$ -	\$ -	\$ 768,573.84	100%	\$ -	\$ 38,428.69
24	Water Slide (complete and operable)	LS	1	\$ 183,073.57	\$ 183,073.57	1.00	\$ 183,073.57		\$ -	\$ -	\$ 183,073.57	100%	\$ -	\$ 9,153.68
25	Vortex Splash Equipment(in pool area complete and operable)	LS	1	\$ 125,314.01	\$ 125,314.01	1.00	\$ 125,314.01		\$ -	\$ -	\$ 125,314.01	100%	\$ -	\$ 6,265.70
26	3' Wide River Rock Band at Lazy River	LF	110	\$ 75.79	\$ 8,336.90	110.00	\$ 8,336.90		\$ -	\$ -	\$ 8,336.90	100%	\$ -	\$ 416.85
27	Triangle Fabric Shade Structures	LS	1	\$ 129,383.22	\$ 129,383.22	1.00	\$ 129,383.22		\$ -	\$ -	\$ 129,383.22	100%	\$ -	\$ 6,469.16
28	Synthetic Turf	SF		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
29	Hammocks (installed w/ posts)	EA	4	\$ 3,795.21	\$ 15,180.84	4	\$ 15,180.84		\$ -	\$ -	\$ 15,180.84	100%	\$ -	\$ 759.04
30	Trash Receptacle	EA	4	\$ 2,340.26	\$ 9,361.04	4	\$ 9,361.04		\$ -	\$ -	\$ 9,361.04	100%	\$ -	\$ 468.05
SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 2,782,353.19		\$ 3,049.14	\$ -	\$ 2,785,402.33	100%	\$ -	\$ 139,270.12
Package 2 Restroom Pavilion														
1	Temporary Enclosures	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2	Final Clean	LS	1	\$ 1,392.25	\$ 1,392.25	1	\$ 1,392.25		\$ -	\$ -	\$ 1,392.25	100%	\$ -	\$ 69.61
3	Layout & Equipment	LS	1	\$ 1,768.53	\$ 1,768.53	1	\$ 1,768.53		\$ -	\$ -	\$ 1,768.53	100%	\$ -	\$ 88.43
4	Concrete Equipment	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
5	Cast in Place Concrete	LS	1	\$ 74,076.71	\$ 74,076.71	1	\$ 74,076.71		\$ -	\$ -	\$ 74,076.71	100%	\$ -	\$ 3,703.84
6	Masonry	LS	1	\$ 499.56	\$ 499.56	1	\$ 499.56		\$ -	\$ -	\$ 499.56	100%	\$ -	\$ 24.98
7	Stone	LS	1	\$ 16,287.74	\$ 16,287.74	1	\$ 16,287.74		\$ -	\$ -	\$ 16,287.74	100%	\$ -	\$ 814.39
8	Steel Fabrication	LS	1	\$ 681.55	\$ 681.55	1	\$ 681.55		\$ -	\$ -	\$ 681.55	100%	\$ -	\$ 34.08
9	Steel Erection	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
9	Misc. Metals	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
10	Rough Carpentry	LS	1	\$ 179,700.30	\$ 179,700.30	1	\$ 179,700.30		\$ -	\$ -	\$ 179,700.30	100%	\$ -	\$ 8,985.02
11	Timber Framed Carpentry	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -

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										FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD						
12	Fixed Ladder				LS	1	\$ 3,144.09	\$ 3,144.09	1	\$ 3,144.09		\$ -	\$ -	\$ 3,144.09	100%	\$ -	\$ 157.20	
13	Building Insulation				LS	1	\$ 10,004.86	\$ 10,004.86	1	\$ 10,004.86		\$ -	\$ -	\$ 10,004.86	100%	\$ -	\$ 500.24	
14	Metal Wall Panels				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
15	Standing Seam Metal Roofing & Accessories				LS	1	\$ 75,229.53	\$ 75,229.53	1	\$ 75,229.53		\$ -	\$ -	\$ 75,229.53	100%	\$ -	\$ 3,761.48	
16	Wood Siding				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
17	Door / Hardware Installation				LS	1	\$ 12,439.61	\$ 12,439.61	1	\$ 12,439.61		\$ -	\$ -	\$ 12,439.61	100%	\$ -	\$ 621.98	
18	Door Hardware				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
19	Sectional Doors				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
20	Storefronts				LS	1	\$ 41,407.92	\$ 41,407.92	1	\$ 41,407.92		\$ -	\$ -	\$ 41,407.92	100%	\$ -	\$ 2,070.40	
21	Glass and Glazing				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
22	Louvers and Vents				LS	1	\$ 1,030.41	\$ 1,030.41	1	\$ 1,030.41		\$ -	\$ -	\$ 1,030.41	100%	\$ -	\$ 51.52	
23	Gypsum				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
24	Rubber Base				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
25	Ceramic Tile				LS	1	\$ 21,404.31	\$ 21,404.31	1	\$ 21,404.31		\$ -	\$ -	\$ 21,404.31	100%	\$ -	\$ 1,070.22	
26	Flooring Preparation				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
27	Flooring Protection				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
28	Concrete Floor Sealer				LS	1	\$ 2,899.41	\$ 2,899.41	1	\$ 2,899.41		\$ -	\$ -	\$ 2,899.41	100%	\$ -	\$ 144.97	
29	Aluminum Canopies				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
30	Painting				LS	1	\$ 68,790.93	\$ 68,790.93	1	\$ 68,790.93		\$ -	\$ -	\$ 68,790.93	100%	\$ -	\$ 3,439.55	
31	Signage and Graphics				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
32	Toilet Accessories				LS	1	\$ 25,821.86	\$ 25,821.86	1	\$ 25,821.86		\$ -	\$ -	\$ 25,821.86	100%	\$ -	\$ 1,291.09	
33	Fire Extinguishers				LS	1	\$ 275.81	\$ 275.81	1	\$ 275.81		\$ -	\$ -	\$ 275.81	100%	\$ -	\$ 13.79	
34	Plumbing				LS	1	\$ 81,352.57	\$ 81,352.57	1	\$ 81,352.57		\$ -	\$ -	\$ 81,352.57	100%	\$ -	\$ 4,067.63	
35	HVAC				LS	1	\$ 54,887.73	\$ 54,887.73	1	\$ 54,887.73		\$ -	\$ -	\$ 54,887.73	100%	\$ -	\$ 2,744.39	
36	Testing and Balancing				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
37	HVAC Filter Changes				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
38	Electrical				LS	1	\$ 29,598.95	\$ 29,598.95	1	\$ 29,598.95		\$ -	\$ -	\$ 29,598.95	100%	\$ -	\$ 1,479.95	
39	Lighting				LS	1	\$ 78,301.03	\$ 78,301.03	1	\$ 78,301.03		\$ -	\$ -	\$ 78,301.03	100%	\$ -	\$ 3,915.05	
40	Access Control				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
41	Fire Detection / Alarm				LS	1	\$ 14,871.57	\$ 14,871.57	1	\$ 14,871.57		\$ -	\$ -	\$ 14,871.57	100%	\$ -	\$ 743.58	
42							\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
SUBTOTAL PACKAGE 2 RESTROOM PAVILION								\$ 795,867.23		\$ 795,867.23		\$ -	\$ -	\$ 795,867.23	100%	\$ -	\$ 39,793.36	
GRAND TOTAL BASE BID								\$ 8,113,847.82		\$ 8,007,107.44				\$ 8,016,420.24		\$ 97,427.58		
Alternate Items																		
A1	Alternate #1: Broom Finish Concrete in lieu of Sundek paving				SF	18453	\$ (4.79)	\$ (88,389.87)		\$ -		\$ -	\$ -	\$ -	0%	\$ (88,389.87)	\$ -	
SUBTOTAL ALTERNATE ITEMS								\$ (88,389.87)		\$ -		\$ -	\$ -	\$ -	0%	\$ (88,389.87)	\$ -	
A2	Alternate #2: Coordination w building / clubhouse contractor				LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR								\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
A3	Alternate #3: ve Light Fixtures				LS	1	\$ (12,120.00)	\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -	
SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR								\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -	
001	Owner Change Order # 001				LS	1	\$ 78,812.16	\$ 78,812.16	1	\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 3,940.61	
SUBTOTAL OWNER CHANGE ORDER # 001								\$ 78,812.16		\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 3,940.61	

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002	Owner Change Order # 002 - Electrical Changes IFC	LS	1	\$ 23,162.69	\$ 23,162.69	1	\$ 23,162.69		\$ -	\$ -	\$ 23,162.69	100%	\$ -	\$ 1,158.13
SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC					\$ 23,162.69		\$ 23,162.69		\$ -	\$ -	\$ 23,162.69	100%	\$ -	\$ 1,158.13
003	Owner Change Order # 003 - Data Sleeves	LS	1	\$ 19,771.96	\$ 19,771.96	1	\$ 19,771.96		\$ -	\$ -	\$ 19,771.96	100%	\$ -	\$ 988.60
SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES					\$ 19,771.96		\$ 19,771.96		\$ -	\$ -	\$ 19,771.96	100%	\$ -	\$ 988.60
004	Owner Change Order # 004 - 3in WATER METER	LS	1	\$ 26,705.61	\$ 26,705.61	1	\$ 26,705.61		\$ -	\$ -	\$ 26,705.61	100%	\$ -	\$ 1,335.28
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ 26,705.61		\$ -	\$ -	\$ 26,705.61	100%	\$ -	\$ 1,335.28
005	Owner Change Order # 005 - ELECT BUS CT CAN	LS	1	\$ 10,328.18	\$ 10,328.18	1	\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ 516.41
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ 516.41
006	Owner Change Order # 006 - ADDITIONAL SLEEVES	LS	1	\$ 18,735.07	\$ 18,735.07	1	\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 936.75
SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES					\$ 18,735.07		\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 936.75
007	Owner Change Order # 007 - MISC CHANGES	LS	1	\$ 6,764.79	\$ 6,764.79	1	\$ 6,764.79		\$ -	\$ -	\$ 6,764.79	100%	\$ -	\$ 338.24
SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES					\$ 6,764.79		\$ 6,764.79		\$ -	\$ -	\$ 6,764.79	100%	\$ -	\$ 338.24
008	Owner Change Order # 008 - CANOPY FOR WATER SLIDE	LS	1	\$ 42,815.45	\$ 42,815.45	1	\$ 42,815.45		\$ -	\$ -	\$ 42,815.45	100%	\$ -	\$ 2,140.77
SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE					\$ 42,815.45		\$ 42,815.45		\$ -	\$ -	\$ 42,815.45	100%	\$ -	\$ 2,140.77
009	Owner Change Order # 009 - MONUMENT RELOCATION	LS	1	\$ 3,319.49	\$ 3,319.49	1	\$ 3,319.49		\$ -	\$ -	\$ 3,319.49	100%	\$ -	\$ 165.97
SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION					\$ 3,319.49		\$ 3,319.49		\$ -	\$ -	\$ 3,319.49	100%	\$ -	\$ 165.97
010	Owner Change Order # 010 - SOD CHANGE, MID BLOCK CROSS	LS	1	\$ 54,562.17	\$ 54,562.17	1	\$ 54,562.17		\$ -	\$ -	\$ 54,562.17	100%	\$ -	\$ 2,728.11
SUBTOTAL OWNER CHANGE ORDER # 010 - SOD CHANGE, MID BLOCK CROSSING					\$ 54,562.17		\$ 54,562.17		\$ -	\$ -	\$ 54,562.17	100%	\$ -	\$ 2,728.11
011	Owner Change Order # 011 Louver Doors, gate enclosures, wa	LS	1	\$ 29,753.21	\$ 29,753.21	1	\$ 29,753.21		\$ -	\$ -	\$ 29,753.21	100%	\$ -	\$ 1,487.66
SUBTOTAL OWNER CHANGE ORDER # 011 LOUVER DOORS, GATE ENCLOSURES, WAX MYRTLES, WATER					\$ 29,753.21		\$ 29,753.21		\$ -	\$ -	\$ 29,753.21	100%	\$ -	\$ 1,487.66
Supplemental Pricing Items														
S1	Bore and Sleeve	LF	1	\$ 54.06	\$ 54.06		\$ -		\$ -	\$ -	\$ -	0%	\$ 54.06	\$ -
S2	Hand Watering (Bleed Valves)	DAY	1	\$ 840.94	\$ 840.94		\$ -		\$ -	\$ -	\$ -	0%	\$ 840.94	\$ -
S3	Truck Watering	DAY	1	\$ 2,522.80	\$ 2,522.80		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,522.80	\$ -
S4	Generator	WEEK	1	\$ 1,705.63	\$ 1,705.63		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,705.63	\$ -
S5	Clean Builder Debris	DAY	1	\$ 3,604.00	\$ 3,604.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 3,604.00	\$ -
S6	Adjust Storm Sewer Manholes	EA	1	\$ 2,402.67	\$ 2,402.67		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,402.67	\$ -
S7	Import and Place Soil	CY	100	\$ 54.54	\$ 5,454.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 5,454.00	\$ -
S8	Haul and Dispose Soil	CY	100	\$ 96.11	\$ 9,611.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,611.00	\$ -
S9	Silt Fence Removal	LF	1	\$ 3.61	\$ 3.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 3.61	\$ -
S10	Sanitary Line Clean Out	EA	1	\$ 300.33	\$ 300.33		\$ -		\$ -	\$ -	\$ -	0%	\$ 300.33	\$ -
S11	New Sanitary Manhole	EA	1	\$ 4,805.33	\$ 4,805.33		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,805.33	\$ -
S12	8" Sanitary PVC	LF	10	\$ 78.09	\$ 780.90		\$ -		\$ -	\$ -	\$ -	0%	\$ 780.90	\$ -
SUBTOTAL SUPPLEMENTAL PRICING ITEMS					\$ 32,085.27		\$ -		\$ -	\$ -	\$ -	0%	\$ 32,085.27	\$ -

CONTINUATION SHEET					AIA DOCUMENT G703			PROJECT: Sunterra Recreation Center Facility						
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached														
In tabulations below, amounts are stated to the nearest dollar,														
Use Column 1 on Contracts where variable retainage for line items may apply														
Application No: 18														
Application Date: 10/3/2024														
A	B				C		D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	WORK COMPLETED FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 5%
BID TOTALS:														
	SUBTOTAL GENERAL CONDITIONS				\$ 277,848.89		\$ 271,585.23		\$ 6,263.66	\$ -	\$ 277,848.89	100%	\$ -	\$ 13,892.44
	SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)				\$ 673,691.30		\$ 632,151.30		\$ -	\$ -	\$ 632,151.30	94%	\$ 41,540.00	\$ 31,607.57
	SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)				\$ 3,523,730.87		\$ 3,467,843.29		\$ -	\$ -	\$ 3,467,843.29	98%	\$ 55,887.58	\$ 173,392.16
	SUBTOTAL POOL/LAZY RIVER SOFTSCAPE				\$ 57,307.20		\$ 57,307.20		\$ -	\$ -	\$ 57,307.20	100%	\$ -	\$ 2,865.36
	SUBTOTAL SUBTOTAL POOL/LAZY RIVER HARDSCAPE				\$ 2,785,402.33		\$ 2,782,353.19		\$ 3,049.14	\$ -	\$ 2,785,402.33	100%	\$ -	\$ 139,270.12
	SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION				\$ 795,867.23		\$ 795,867.23		\$ -	\$ -	\$ 795,867.23	100%	\$ -	\$ 39,793.36
	SUBTOTAL ALTERNATE ITEMS				\$ (100,509.87)		\$ -		\$ -	\$ -	\$ -	0%	\$ (100,509.87)	\$ -
	SUBTOTAL SUBTOTAL OWNER CHANGE ORDER # 001				\$ 78,812.16		\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 3,940.61
	SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC				\$ 23,162.69		\$ 23,162.69		\$ -	\$ -	\$ 23,162.69	85%	\$ -	\$ 988.60
	SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES				\$ 19,771.96		\$ 19,771.96		\$ -	\$ -	\$ 23,162.69	117%	\$ -	\$ 1,158.13
	SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER				\$ 26,705.61		\$ 26,705.61		\$ -	\$ -	\$ 26,705.61	100%	\$ -	\$ 1,335.28
	SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN				\$ 10,328.18		\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ 516.41
	SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES				\$ 18,735.07		\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 936.75
	SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES				\$ 6,764.79		\$ 6,764.79		\$ -	\$ -	\$ 6,764.79	100%	\$ -	\$ 338.24
	SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE				\$ 42,815.45		\$ 42,815.45		\$ -	\$ -	\$ 42,815.45	100%	\$ -	\$ 2,140.77
	SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION				\$ 3,319.49		\$ 3,319.49		\$ -	\$ -	\$ 3,319.49	100%	\$ -	\$ 165.97
	SUBTOTAL OWNER CHANGE ORDER # 010 - SOD CHANGE, MID BLOCK CROSSING				\$ 54,562.17		\$ 54,562.17		\$ -	\$ -	\$ 54,562.17	100%	\$ -	\$ 2,728.11
	SUBTOTAL OWNER CHANGE ORDER # 011 LOUVER DOORS, GATE ENCLOSURES, WAX MYR				\$ 29,753.21		\$ 29,753.21		\$ -	\$ -	\$ 29,753.21	100%	\$ -	\$ 1,487.66
	GRAND TOTAL (Base Bid):				\$ 8,328,068.73		\$ 8,321,838.22		\$ 9,312.80	\$ -	\$ 8,331,151.02	100%	\$ (3,082.29)	\$ 416,557.55
	SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS				\$ 32,085.27		\$ -		\$ -	\$ -	\$ -	0%		\$ -
													\$ (3,082.29)	

EXHIBIT O



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | December 9, 2024

Harris County Municipal Utility District No. 569



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

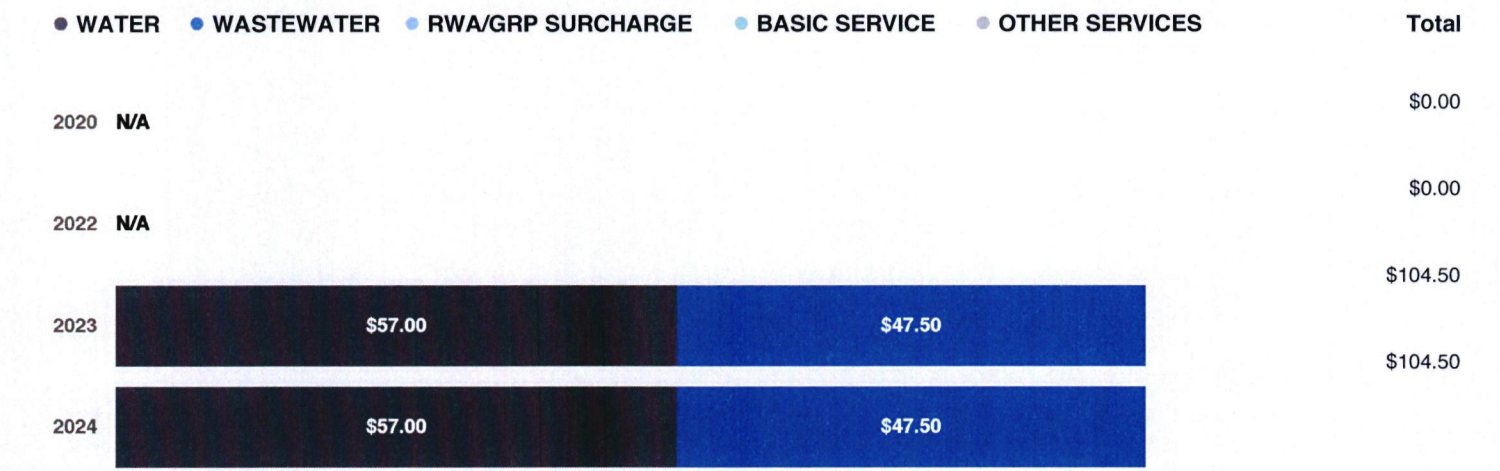
Phone: 713.623.4539
Fax: 713.629.6859

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Spotlight On Cost Of Water And Wastewater Per 10,000 Gallons

This is one expense that impacts your Residents the most. You as a Director have control over your base water and wastewater rates. When Residents see rates increasing year on year, they usually do not understand that these increases come from yearly raises in RWA and GRP surcharges, garbage rates, and overall cost of production increases. The dashboard below breaks out these charges so that it is clear that Board controlled rates have stayed low and consistent and that the increase is beyond your control.

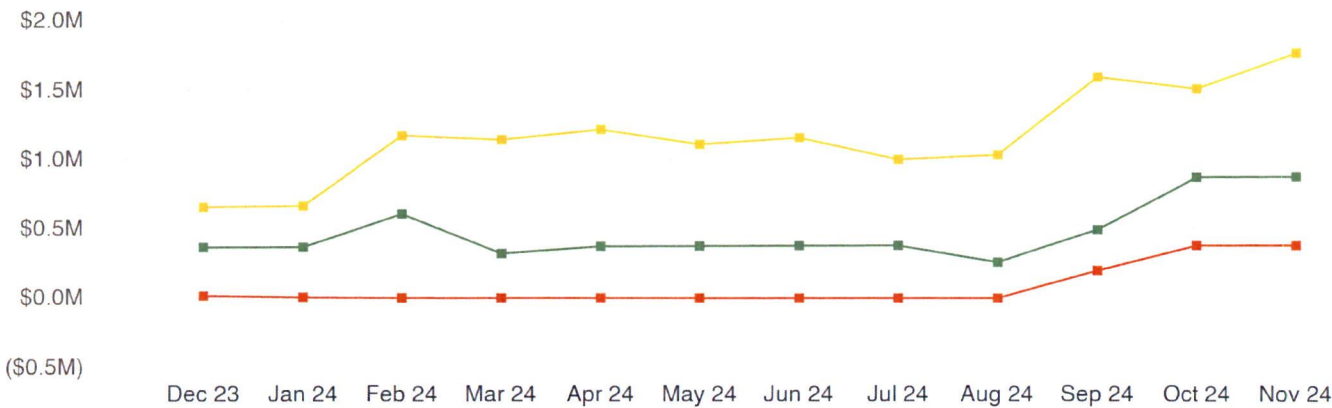


Account Balance | As of 12/09/2024

General Operating	Capital Projects	Debt Service
\$1,231,186	\$367,775	\$878,961

Total For All Accounts: \$2,477,922

Account Balance By Month | December 2023 - November 2024



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 569 - GOF



Account Balance Summary

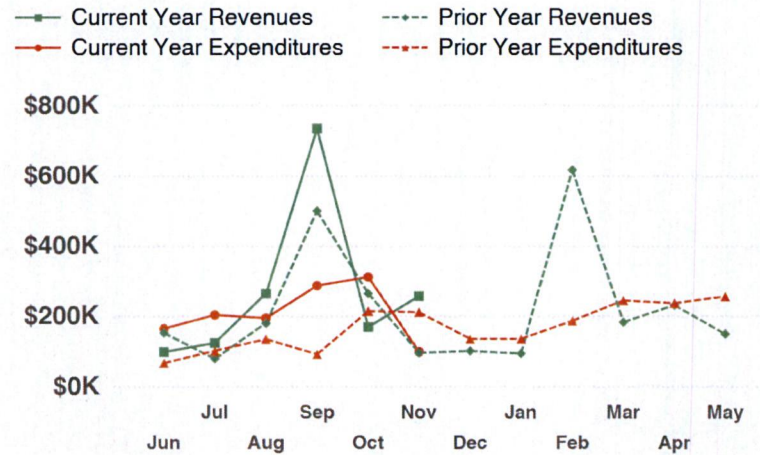
Balance as of 10/15/2024 **\$1,280,302**

Receipts 1,131,087

Disbursements (1,180,204)

Balance as of 12/09/2024 **\$1,231,186**

Overall Revenues & Expenditures By Month (Year to Date)



November 2024

Revenues

Actual	Budget	Over/(Under)
\$257,803	\$140,208	\$117,595

Expenditures

Actual	Budget	Over/(Under)
\$100,023	\$164,740	(\$64,717)

June 2024 - November 2024 (Year to Date)

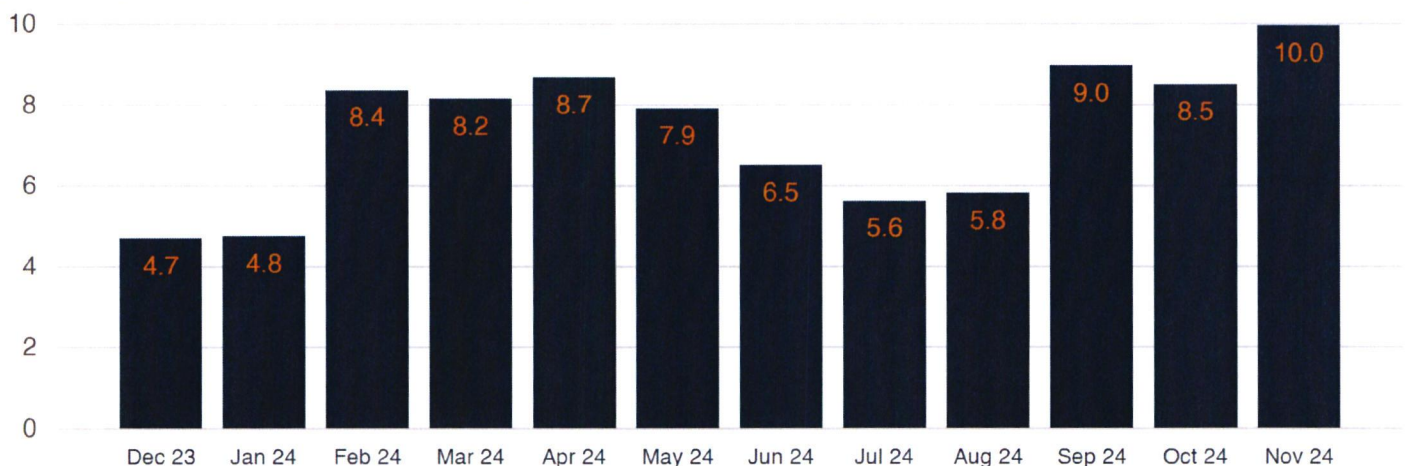
Revenues

Actual	Budget	Over/(Under)
\$1,654,066	\$1,066,051	\$588,015

Expenditures

Actual	Budget	Over/(Under)
\$1,265,866	\$1,123,640	\$142,226

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 10/15/2024				\$5,680.76
Receipts				
	Sunterra POA - Security Billing Payment		5,000.00	
	Sunterra POA - Security Billing Payment		5,000.00	
	HC MUD 359 - Incorrect Deposit		100.00	
	Accounts Receivable		74,242.47	
	Accounts Receivable		1,575.48	
	Transfer from Operator		307,339.32	
	Interest Earned on Checking Account		256.14	
	Interest Earned on Checking Account		221.59	
	Transfer from Operator		200,772.32	
	Accounts Receivable		71,406.28	
	Accounts Receivable		2,905.49	
Total Receipts				\$668,819.09
Disbursements				
1355	Trang Tran	Customer Refund	(190.78)	
1356	Best Trash	Garbage Expense	(22,773.28)	
1357	DSHS Central Lab MC2004	Laboratory Expense	(9.18)	
1358	Forvis Mazars	Auditing Fees	(4,100.00)	
1359	Harris-Waller Co. MUD 4	Purchase Water & Mowing	(238,493.91)	
1360	Harris County MUD No. 359	Refund Incorrectly Deposited Check	(100.00)	
1361	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(7,927.28)	
1362	Municipal District Services, LLC	Maintenance & Repairs	(202,416.64)	
1363	On-Site Protection, LLC	Security Expense	(11,011.55)	
1364	Quiddity Engineering, LLC	Engineering Fees	(35,436.00)	
1365	Schwartz, Page & Harding, L.L.P.	Legal Fees	(10,255.49)	
1366	Silt Solutions, Inc	Inspection Expense	(3,140.00)	
1367	Water Utility Services	Laboratory Expense	(244.00)	
1368	Texas Commission on Environmental Quality	Permit Fees	(448.35)	
1369	Alette Taylor	Customer Refund	(169.88)	
1370	Durwood Greene Construction	Customer Refund	(2,445.00)	
1371	Olasukami Shote	Customer Refund	(232.58)	
1372	Rosalinda Urdialez	Customer Refund	(325.62)	
1373	Shelli Carlson	Customer Refund	(42.92)	
HR&P	Blakely Norris.	Fees of Office - 10/14/2024	(204.10)	
HR&P	Jason Schultz.	Fees of Office - 10/14/2024	(248.32)	
HR&P	Nicholas J Luton.	Fees of Office - 10/14/2024	(218.84)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
HR&P	United States Treasury	Payroll Tax	(101.40)	
Rtn Cks	Central Bank	Returned Customer Payments (3)	(1,252.33)	
Rtn Cks	Central Bank	Returned Customer Payments (2)	(219.45)	
Svc Chg	Central Bank	Service Charge	(20.00)	

Cash Flow Report - Checking Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
Svc Chg	Central Bank	Service Charge	(5.00)	
Wire	Harris County MUD No. 569	Transfer to Money Market	(130,000.00)	
Total Disbursements				(\$672,081.90)
Balance as of 12/09/2024				\$2,417.95

Cash Flow Report - Checking Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
Svc Chg	Central Bank	Service Charge	(5.00)	
Wire	Harris County MUD No. 569	Transfer to Money Market	(130,000.00)	
Total Disbursements				(\$672,081.90)
Balance as of 12/09/2024				\$2,417.95

Cash Flow Report - Operator Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 10/15/2024				\$281,219.91
Receipts				
	Accounts Receivable		45,661.54	
	Tap Connections (5)		12,350.00	
	Tap Connections (5)		11,850.00	
	Tap Connections (18)		44,460.00	
	Accounts Receivable		51,869.22	
	Tap Connections (1)		2,470.00	
	Tap Connections (17)		39,865.00	
	Tap Connections (4)		9,755.00	
	Tap Connections (4) - Irrigation		31,895.00	
	Tap Connections		39,965.00	
	Accounts Receivable		1,864.62	
	Accounts Receivable		114.95	
Total Receipts				\$292,120.33
Disbursements				
Svc Chg	Central Bank	Service Charge	(5.00)	
Svc Chg	Central Bank	Service Charge	(5.00)	
Sweep	Central Bank	Transfer to Checking	(307,339.32)	
Sweep	Central Bank	Transfer to Checking	(200,772.32)	
Total Disbursements				(\$508,121.64)
Balance as of 12/09/2024				\$65,218.60

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



		November 2024			June 2024 - November 2024			Annual Budget
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	81,500	37,200	44,300	417,268	372,000	45,268	620,000
14108	Transfer Fees	1,160	1,108	52	10,979	6,650	4,329	13,300
Total Water Revenue		82,660	38,308	44,352	428,246	378,650	49,597	633,300
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	42,305	33,858	8,447	195,278	173,052	22,226	376,200
14203	Wastewater Inspection Fees	7,524	11,792	(4,268)	129,960	70,750	59,210	141,500
Total Wastewater Revenue		49,829	45,650	4,180	325,238	243,802	81,436	517,700
Property Tax Revenue								
14301	Maintenance Tax Collections	1,708	0	1,708	3,626	41,014	(37,388)	981,100
Total Property Tax Revenue		1,708	0	1,708	3,626	41,014	(37,388)	981,100
Tap Connection Revenue								
14501	Tap Connections	110,926	43,750	67,176	753,875	262,500	491,375	525,000
14502	Inspection Fees	636	4,050	(3,414)	5,228	24,300	(19,072)	48,600
Total Tap Connection Revenue		111,562	47,800	63,762	759,103	286,800	472,303	573,600
Administrative Revenue								
14702	Penalties & Interest	2,696	1,525	1,171	18,742	9,150	9,592	18,300
Total Administrative Revenue		2,696	1,525	1,171	18,742	9,150	9,592	18,300
Interest Revenue								
14801	Interest Earned on Checking	222	92	130	778	550	228	1,100
14802	Interest Earned on Temp. Invest	4,126	1,833	2,292	22,840	11,000	11,840	22,000
Total Interest Revenue		4,347	1,925	2,422	23,618	11,550	12,068	23,100
Other Revenue								
15802	Sunterra POA Contribution	5,000	5,000	0	30,000	30,000	0	60,000
Total Other Revenue		5,000	5,000	0	30,000	30,000	0	60,000
Total Revenues		257,803	140,208	117,595	1,588,573	1,000,966	587,607	2,807,100

Expenditures

Water Service

16102 Operations - Water	3,178	483	2,695	8,655	2,900	5,756	5,800
16104 Purchase Water / JWP	0	27,330	(27,330)	207,212	273,300	(66,088)	455,500
16105 Maintenance & Repairs - Water	16,873	14,592	2,281	49,438	87,550	(38,112)	175,100
16108 Laboratory Expense - Water	0	433	(433)	1,058	2,600	(1,542)	5,200
16113 Transfer Expense	7,389	2,525	4,864	35,573	15,150	20,423	30,300
16116 Permit Expense - Water	448	0	448	448	0	448	0

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



November 2024			June 2024 - November 2024			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
0	0	0	0	0	0	2,500
27,888	45,363	(17,475)	302,385	381,500	(79,115)	674,400
1,257	550	707	5,586	3,300	2,286	6,600
2,634	2,500	134	23,561	15,000	8,561	30,000
0	37,958	(37,958)	207,212	227,750	(20,538)	455,500
241	10,650	(10,409)	25,782	63,900	(38,118)	127,800
0	0	0	0	0	0	2,000
4,132	51,658	(47,526)	262,141	309,950	(47,809)	621,900
11,767	4,533	7,234	58,037	27,200	30,837	54,400
11,767	4,533	7,234	58,037	27,200	30,837	54,400
1,410	1,250	160	14,880	7,500	7,380	15,000
0	15,000	(15,000)	92,326	90,000	2,326	180,000
1,410	16,250	(14,840)	107,206	97,500	9,706	195,000
26,420	21,875	4,545	320,919	131,250	189,669	262,500
12,505	2,025	10,480	63,368	12,150	51,218	24,300
38,925	23,900	15,025	384,287	143,400	240,887	286,800
3,266	8,333	(5,067)	44,084	50,000	(5,916)	100,000
0	0	0	18,500	15,800	2,700	15,800
2,100	2,917	(817)	19,062	17,500	1,562	35,000
4,027	3,010	1,017	25,267	24,940	327	43,000
59	92	(33)	632	550	82	1,100
778	842	(64)	4,142	5,050	(908)	10,100
28	158	(130)	69	950	(881)	1,900
724	258	466	3,371	1,550	1,821	3,100
0	0	0	2,520	3,200	(680)	3,200
0	358	(358)	1,682	2,150	(468)	4,300
10	25	(15)	110	150	(40)	300
13	75	(62)	255	450	(195)	900
0	117	(117)	0	700	(700)	1,400
29	17	12	164	100	64	200
11,034	16,202	(5,167)	119,857	123,090	(3,233)	220,300

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



November 2024			June 2024 - November 2024			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
4,866	5,000	(134)	27,133	30,000	(2,867)	60,000
4,866	5,000	(134)	27,133	30,000	(2,867)	60,000
0	1,108	(1,108)	3,757	6,650	(2,893)	13,300
0	50	(50)	250	300	(50)	600
0	83	(83)	287	500	(213)	1,000
0	1,242	(1,242)	4,294	7,450	(3,156)	14,900
0	592	(592)	525	3,550	(3,025)	7,100
0	592	(592)	525	3,550	(3,025)	7,100
100,023	164,740	(64,717)	1,265,866	1,123,640	142,226	2,134,800
157,780	(24,532)	182,312	322,707	(122,674)	445,381	672,300
0	0	0	65,493	65,085	408	65,085
0	0	0	65,493	65,085	408	65,085
0	0	0	65,493	65,085	408	65,085
0	0	0	65,493	65,085	408	65,085
157,780	(24,532)	182,312	388,200	(57,589)	445,789	737,385

Balance Sheet as of 11/30/2024

Harris County MUD No. 569 - GOF



Assets	
Bank	
11101 Cash in Bank	\$672,180
11102 Operator	65,219
Total Bank	<u>\$737,399</u>
Investments	
11201 Time Deposits	\$1,033,549
Total Investments	<u>\$1,033,549</u>
Receivables	
11301 Accounts Receivable	\$182,207
11303 Maintenance Tax Receivable	3,282
Total Receivables	<u>\$185,489</u>
Interfund Receivables	
11401 Due From Capital Projects	\$61,335
11403 Due From Tax Account	22,641
11406 Due From Sunterra POA	5,000
Total Interfund Receivables	<u>\$88,976</u>
Total Assets	<u>\$2,045,413</u>
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$536,356
Total Accounts Payable	<u>\$536,356</u>
Other Current Liabilities	
12202 Due to TCEQ	\$1,310
Total Other Current Liabilities	<u>\$1,310</u>
Deferrals	
12502 Deferred Inflows Property Taxes	\$3,282
Total Deferrals	<u>\$3,282</u>
Deposits	
12601 Customer Meter Deposits	\$453,447
Total Deposits	<u>\$453,447</u>
Total Liabilities	<u>\$994,394</u>
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	\$662,819
Total Unassigned Fund Balance	<u>\$662,819</u>
Net Income	<u>\$388,200</u>
Total Equity	<u>\$1,051,019</u>

Balance Sheet as of 11/30/2024
Harris County MUD No. 569 - GOF



Total Liabilities & Equity	<u>\$2,045,413</u>
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Monthly Financial Summary - Capital Projects Fund

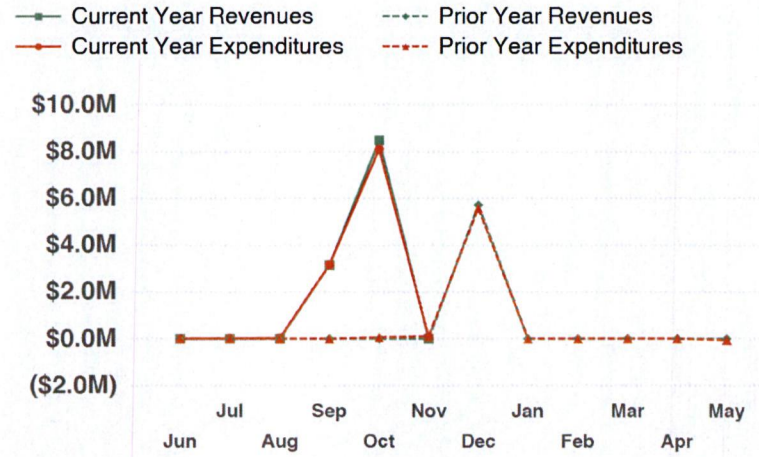
Harris County MUD No. 569 - CPF



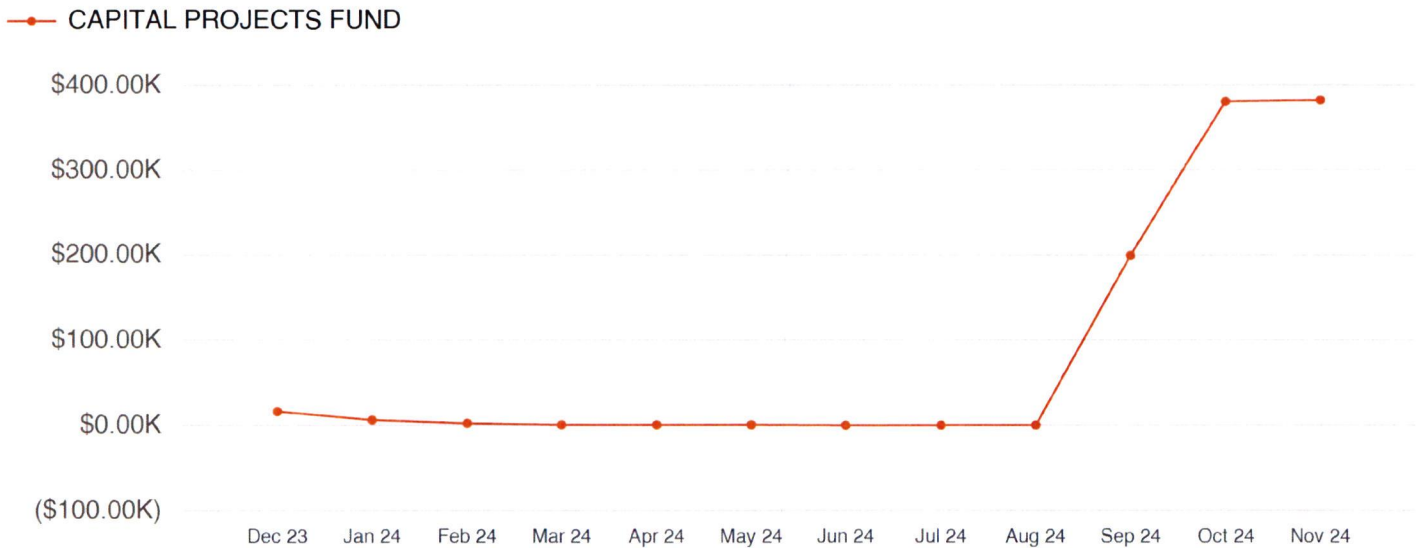
Account Balance Summary

Balance as of 10/15/2024	\$190,345
Receipts	8,249,545
Disbursements	(8,072,115)
Balance as of 12/09/2024	\$367,775

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | December 2023 - November 2024



Cash Flow Report - Checking Account

Harris County MUD No. 569 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 10/15/2024				\$515.00
Receipts				
	Transfer from Money Market - S2024 Road		16,140.00	
	Transfer from Money Market - S2024		5,967.72	
	Transfer from Money Market - S2024 Road		8,490.24	
Total Receipts				\$30,597.96
Disbursements				
1020	Forvis Mazars	Series 2024 Road Bond - Audit Fees	(7,500.00)	
1021	Municipal Accounts & Consulting, L.P.	Series 2024 Road Bond - Bookkeeping	(4,000.00)	
1022	Houston Chronicle	Series 2024 Road Bond - Publication	(3,740.00)	
1023	MuniHub	Series 2024 Road Bond - Bond Issuance	(900.00)	
1024	Forvis Mazars	Auditing Fees	(5,800.00)	
1025	Schwartz Page & Harding LLP	Legal Fees	(6,760.16)	
1026	The Bookbindery Inc.	Series 2024 Bond & Series 2024 Road	(1,897.80)	
Fee	Central Bank	Service Charge	(5.00)	
Fee	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$30,607.96)
Balance as of 12/09/2024				\$505.00

District Debt Summary as of 12/09/2024

Harris County MUD No. 569 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$467.20M		\$241.50M	\$225.70M	\$467.20M
Total \$ Issued		Issued	Issued	Issued
\$16.75M		\$3.38M	\$13.38M	N/A
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
26	AA	\$238.13M	\$212.33M	\$467.20M

*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2024 - WS&D	\$3,375,000	2051	\$3,375,000
2024 - Road	\$8,855,000	2051	\$8,855,000
2023 - Road	\$4,520,000	2051	\$4,520,000
Total	\$16,750,000		\$16,750,000

District Debt Schedule

Harris County MUD No. 569 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$72,875.69	\$72,875.69
Bank of New York	2024 - Road	\$0.00	\$141,979.69	\$141,979.69
Bank of New York	2023 - Road	\$0.00	\$121,960.00	\$121,960.00
Total Due 03/01/2025		\$0.00	\$336,815.38	\$336,815.38

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2024 - WS&D	\$0.00	\$77,162.50	\$77,162.50
Bank of New York	2024 - Road	\$0.00	\$189,306.25	\$189,306.25
Bank of New York	2023 - Road	\$75,000.00	\$121,960.00	\$196,960.00
Total Due 09/01/2025		\$75,000.00	\$388,428.75	\$463,428.75

Investment Profile as of 12/09/2024

Harris County MUD No. 569

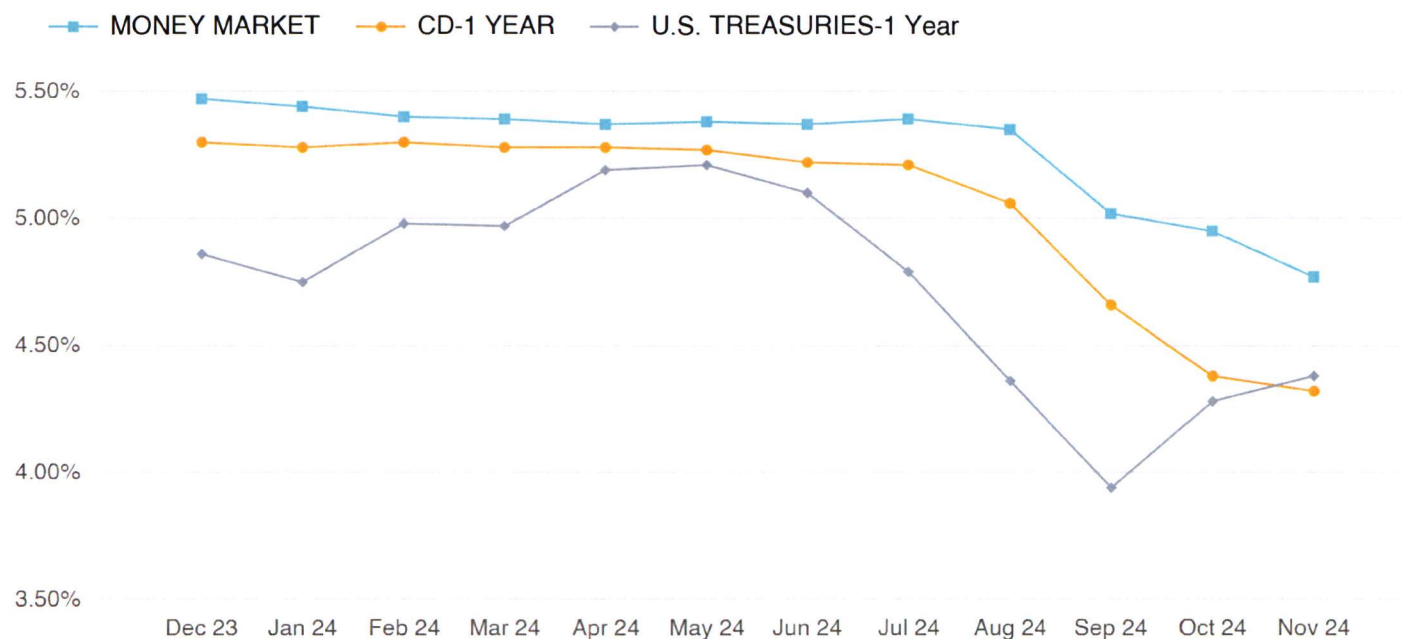


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$1,231,186	Funds Available to Invest \$367,775	Funds Available to Invest \$878,961	Funds Available to Invest N/A
Funds Invested \$1,163,549	Funds Invested \$367,270	Funds Invested \$878,961	Funds Invested N/A
Percent Invested 95%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.74%	180 Days	4.57%	180 Days	4.45%
		270 Days	4.46%	270 Days	4.45%
		1 Yr	4.32%	1 Yr	4.31%
		13 Mo	2.62%	13 Mo	N/A
		18 Mo	3.52%	18 Mo	4.31%
		2 Yr	2.31%	2 Yr	4.21%

*Rates are based on the most current quoted rates and are subject to change daily.

Investment Rates Over Time (By Month) | December 2023 - November 2024



Account Balance as of 12/09/2024

Harris County MUD No. 569 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	08/22/2023		4.81%	1,163,549.10	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3660)			0.00%	2,417.95	Checking Account
CENTRAL BANK - CHECKING (XXXX8883)			0.00%	65,218.60	Operator
Totals for General Operating Fund				\$1,231,185.65	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0007)	08/06/2024		4.81%	185,456.71	Series 2024
TEXAS CLASS (XXXX0009)	09/18/2024		4.81%	181,813.37	Series 2024 Road
Checking Account(s)					
CENTRAL BANK (XXXX2325)			0.00%	505.00	Cash In Bank
Totals for Capital Projects Fund				\$367,775.08	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0004)	11/09/2023		4.81%	57,216.55	Contract Tax
TEXAS CLASS (XXXX0006)	11/29/2023		4.81%	587,667.33	Road
TEXAS CLASS (XXXX0008)	08/06/2024		4.81%	234,077.25	WSD
Totals for Debt Service Fund				\$878,961.13	

Grand Total for Harris County MUD No. 569 : **\$2,477,921.86**

Capital Projects Fund Breakdown

HARRIS COUNTY MUD NO. 569

As of 12/05/2024

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2024	3,375,000.00
Interest Earnings - Series 2024	2,954.59
Bond Proceeds - Series 2024 Road	8,855,000.00
Interest Earnings - Series 2024 Road	6,379.22

Disbursements

Disbursements - Series 2024	(3,191,992.88)
Disbursements - Series 2024 Road	(8,679,565.85)

Total Cash Balance	\$367,775.08
---------------------------	---------------------

Balances by Account

Central Bank - Checking XXXX325	\$505.00
Texas CLASS Series 2024 TX-0007	185,456.71
Texas CLASS Series 2024 Road TX-0009	181,813.37

Total Cash Balance	\$367,775.08
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Balances by Bond Series

Bond Proceeds - Series 2024	\$185,961.71
Bond Proceeds - Series 2024 Road	181,813.37

Total Cash Balance	\$367,775.08
---------------------------	---------------------

Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2024 Road	\$38,559.84
Surplus Use - Series 2024	180,000.00

Total Amount in Remaining Costs	218,559.84
--	-------------------

Surplus & Interest - Series 2024	\$5,961.71
Surplus & Interest - Series 2024 Road	143,253.53

Total Surplus & Interest Balance	149,215.24
---	-------------------

Total Remaining Costs/Surplus	\$367,775.08
--------------------------------------	---------------------

Cost Comparison - \$3,375,000 - Series 2024

HARRIS COUNTY MUD NO. 569

	USE OF PROCEEDS	ACTUAL COSTS	BAN COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS					
Developer Items					
Sunterra, Sections 37 and 41	\$2,062,571.00	\$618,771.18	\$1,443,800.00	\$0.00	(\$0.18)
Subtotal Developer Items	\$2,062,571.00	\$618,771.18	\$1,443,800.00	\$0.00	(\$0.18)
TOTAL CONSTRUCTION COSTS	\$2,062,571.00	\$618,771.18	\$1,443,800.00	\$0.00	(\$0.18)
NON-CONSTRUCTION COSTS					
Legal Fees	\$94,375.00	\$94,375.00	\$0.00	\$0.00	\$0.00
Fiscal Agent Fees	67,500.00	67,500.00	0.00	0.00	0.00
Capitalized Interest	329,063.00	231,487.50	0.00	0.00	97,575.50
Developer Interest	199,117.00	138,003.00	0.00	0.00	61,114.00
Bond Anticipation Note Interest	86,075.00	70,705.51	0.00	0.00	15,369.49
Bond Discount	101,250.00	100,716.25	0.00	0.00	533.75
Creation Costs	102,086.00	102,086.07	0.00	0.00	(0.07)
Operating Costs	163,687.00	78,335.56	78,250.00	0.00	7,101.44
Bond Issuance Expenses	43,053.00	41,740.31	0.00	0.00	1,312.69
Bond anticipation note issuance costs	42,950.00	0.00	42,950.00	0.00	0.00
Market study	5,460.00	5,460.00	0.00	0.00	0.00
Attorney General Fee	3,375.00	3,375.00	0.00	0.00	0.00
TCEQ Bond Issuance Fee	8,438.00	8,437.50	0.00	0.00	0.50
Bond Application Report Cost	66,000.00	66,000.00	0.00	0.00	0.00
Surplus Funds Projects	0.00	0.00	0.00	180,000.00	(180,000.00)
TOTAL NON-CONSTRUCTION COSTS	\$1,312,429.00	\$1,008,221.70	\$121,200.00	\$180,000.00	\$3,007.30
TOTAL BOND ISSUE REQUIREMENT	\$3,375,000.00	\$1,626,992.88	\$1,565,000.00	\$180,000.00	\$3,007.12
Interest Earned					\$2,954.59
Total Surplus & Interest					\$5,961.71
Total Remaining Funds					\$185,961.71

Cost Comparison - \$8,855,000 - Series 2024 Road

HARRIS COUNTY MUD NO. 569

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
CONSTRUCTION COSTS				
Developer Items				
Sunterra, Sections 33 and 38	\$1,201,847.00	\$1,201,846.53	\$0.00	\$0.47
Sunterra, Sections 35	1,408,166.00	1,408,166.20	0.00	(0.20)
Sunterra, Section 36	1,395,032.00	1,395,031.90	0.00	0.10
Sunterra, Section 40	973,977.00	973,976.98	0.00	0.02
Sunterra, Section 57	455,374.00	418,414.16	36,959.84	0.00
Engineering and materials testing	505,301.00	505,300.20	0.00	0.80
Land cost for right-of-way	1,240,309.00	1,221,658.25	0.00	18,650.75
Subtotal Developer Items	\$7,180,006.00	\$7,124,394.22	\$36,959.84	\$18,651.94
TOTAL CONSTRUCTION COSTS	\$7,180,006.00	\$7,124,394.22	\$36,959.84	\$18,651.94
NON-CONSTRUCTION COSTS				
Legal Fees	\$231,375.00	\$231,375.00	\$0.00	\$0.00
Fiscal Agent Fees	177,100.00	177,100.00	0.00	0.00
Capitalized Interest	420,613.00	378,612.50	0.00	42,000.50
Developer Interest	518,836.00	434,482.68	1,600.00	82,753.32
Bond Discount	265,650.00	265,413.90	0.00	236.10
Bond Issuance Expenses	32,065.00	38,832.55	0.00	(6,767.55)
Attorney General Fee	8,855.00	8,855.00	0.00	0.00
Engineering Fees	20,500.00	20,500.00	0.00	0.00
TOTAL NON-CONSTRUCTION COSTS	\$1,674,994.00	\$1,555,171.63	\$1,600.00	\$118,222.37
TOTAL BOND ISSUE REQUIREMENT	\$8,855,000.00	\$8,679,565.85	\$38,559.84	\$136,874.31
Interest Earned				\$6,379.22
Total Surplus & Interest				\$143,253.53
Total Remaining Funds				\$181,813.37

Harris County MUD No. 569 - CPF
Cash Flow Report - BAN Funding

As of December 16, 2024

Num	Name	Memo	Amount
21101 · Cash in Bank			
1027	Municipal Accounts & Consulting, L.P.	Series 2024 BAN - Bookkeeping Fee	(3,000.00)
Wire	Harris County MUD No. 569 - CPF	Transfer from Money Market - S2024 BAN	3,000.00
Total 21101 · Cash in Bank			0.00
21201 · Time Deposits			
Wire	Schwartz Page & Harding LLP	Series 2024 BAN - Legal Fees	(59,850.00)
Wire	Harris County MUD No. 569 - CPF	Transfer to Checking	(3,000.00)
Wire	Astro Sunterra, L.P.	Series 2024 BAN - Developer Reimbursement	(3,867,332.77)
Wire	Beazer Homes Texas, LP - Houston	Series 2024 BAN - Developer Reimbursement	(1,974,461.73)
S2024	Harris County MUD No. 569 - CPF	Series 2024 BAN Proceeds	5,985,000.00
Wire	Robert W. Baird & Co.	Series 2024 BAN - Financial Advisor Fees	0.00
Total 21201 · Time Deposits			80,355.50
TOTAL			80,355.50

EXHIBIT P



ON-SITE
PROTECTION LLC

To: BOD – Harris-Waller Counties MUD 5 /
Waller County MUD 37 / Harris County MUD 569 / Waller County MUD 35

November 2024

- The rate of reported disturbances **rose** for the month of November due to juvenile activity. Overall theft is down for the month.
- During a re-stolen car theft (suspects kept the key, then stole the same vehicle a second time), 2 suspects were arrested after a high-speed chase and crash.
- See photos
- Time of offenses has continued to occur during the evening and nighttime hours during the during of the week.
- Deputies are continuing to patrol the northern and eastern section more closely due to a request from builders. A request for a dedicated patrol services contract was made by the POA.
- The ongoing investigations into a certain group will be disclosed at a later date.

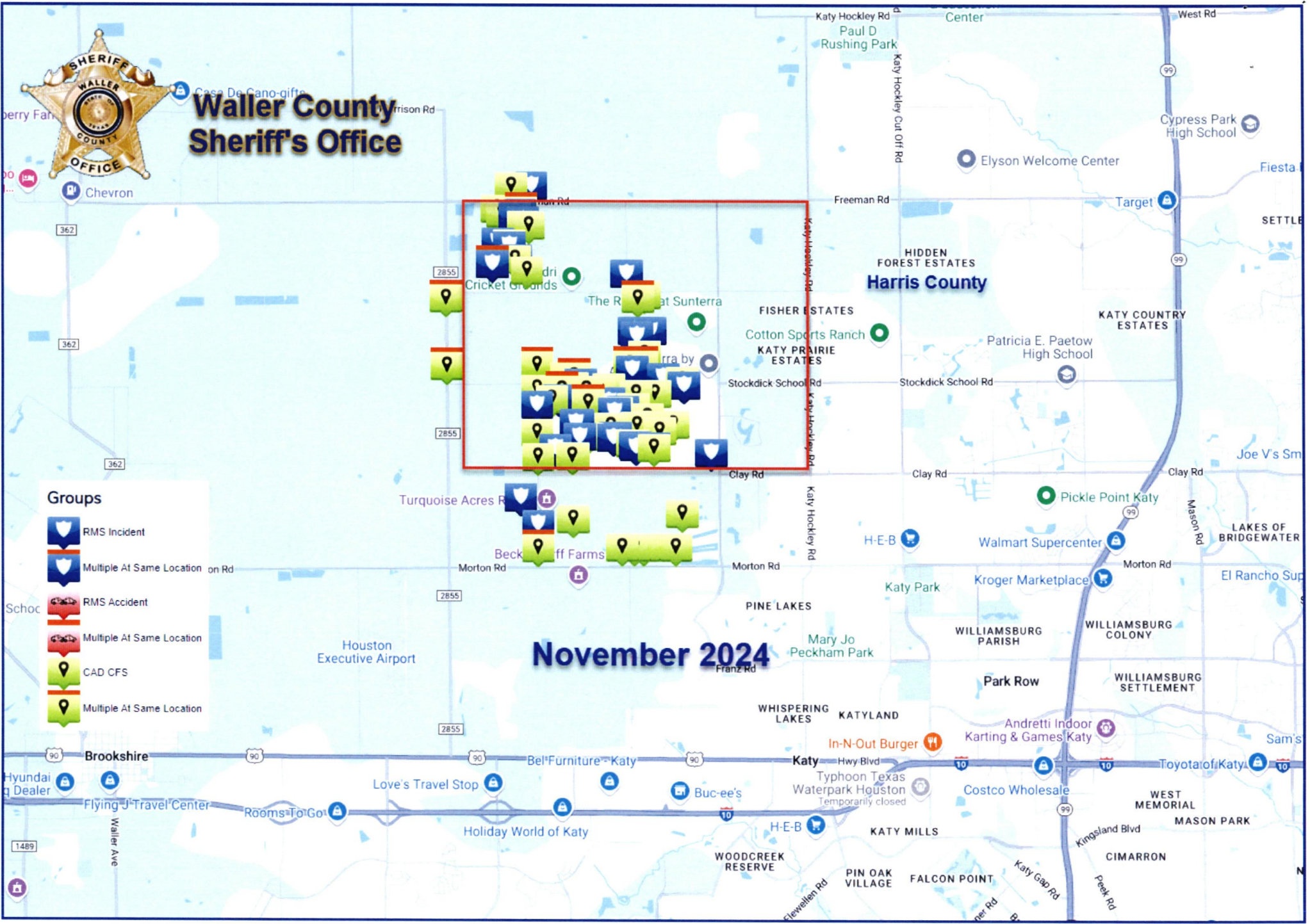


Waller County Sheriff's Office

November 2024

Groups

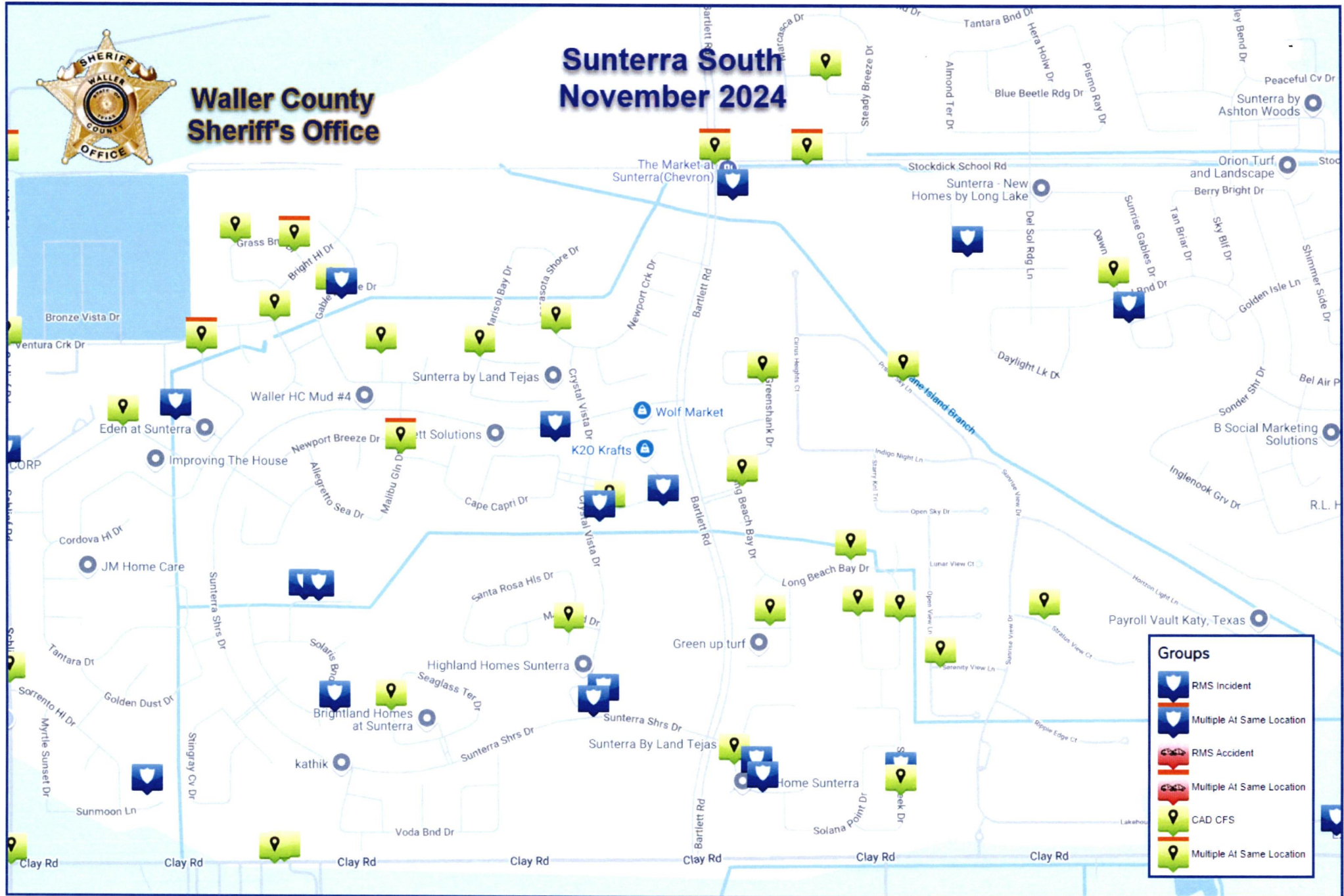
- RMS Incident
- Multiple At Same Location on Rd
- RMS Accident
- Multiple At Same Location
- CAD CFS
- Multiple At Same Location





Waller County Sheriff's Office

Sunterra South November 2024



Groups

RMS Incident

Multiple At Same Location

RMS Accident

Multiple At Same Location

CAD CFS

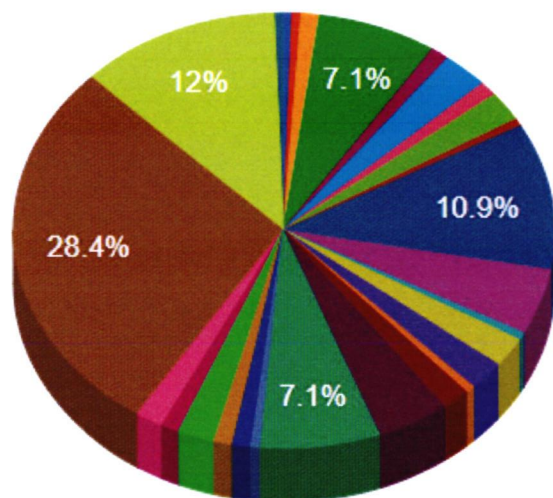
Multiple At Same Location



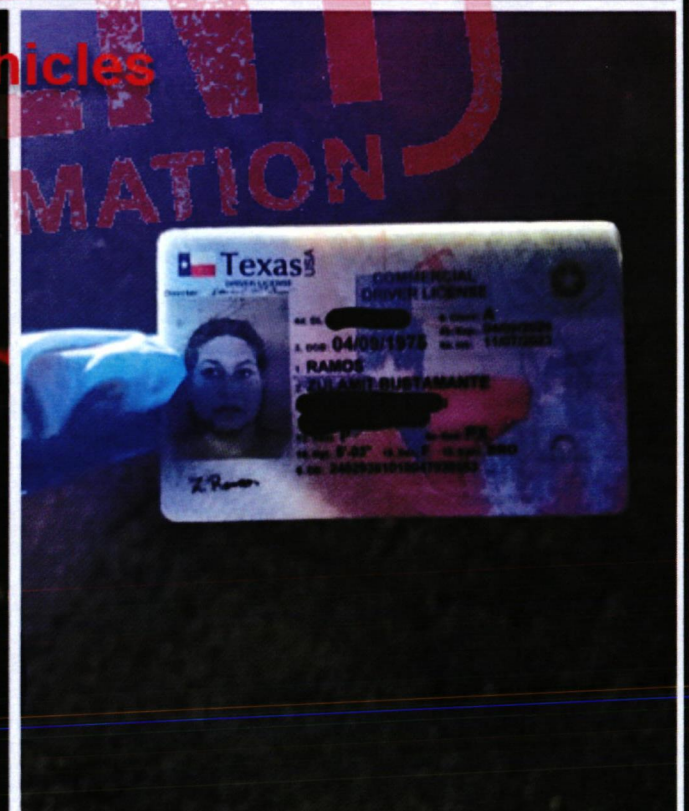
Waller County Sheriff's Office

- 09A Murder/Nonnegligent Manslaughter
- 11A Rape
- 13A Aggravated Assault
- 13B Simple Assault
- 13C Intimidation
- 220 Burglary/Breaking & Entering
- 23D Theft From Building
- 23F Theft From Motor Vehicle
- 23G Theft of Motor Vehicle Parts or Accessories
- 23H All Other Larceny

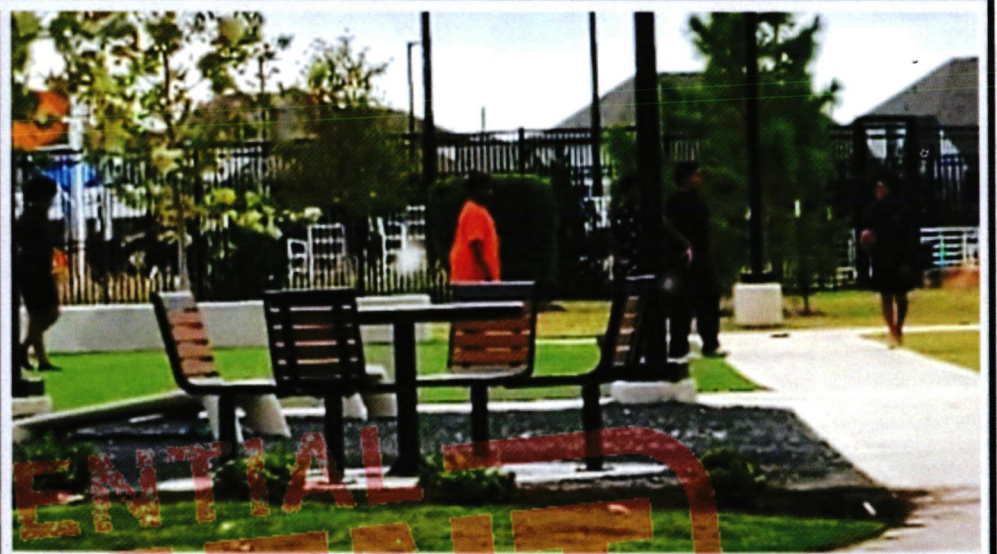
November Offenses



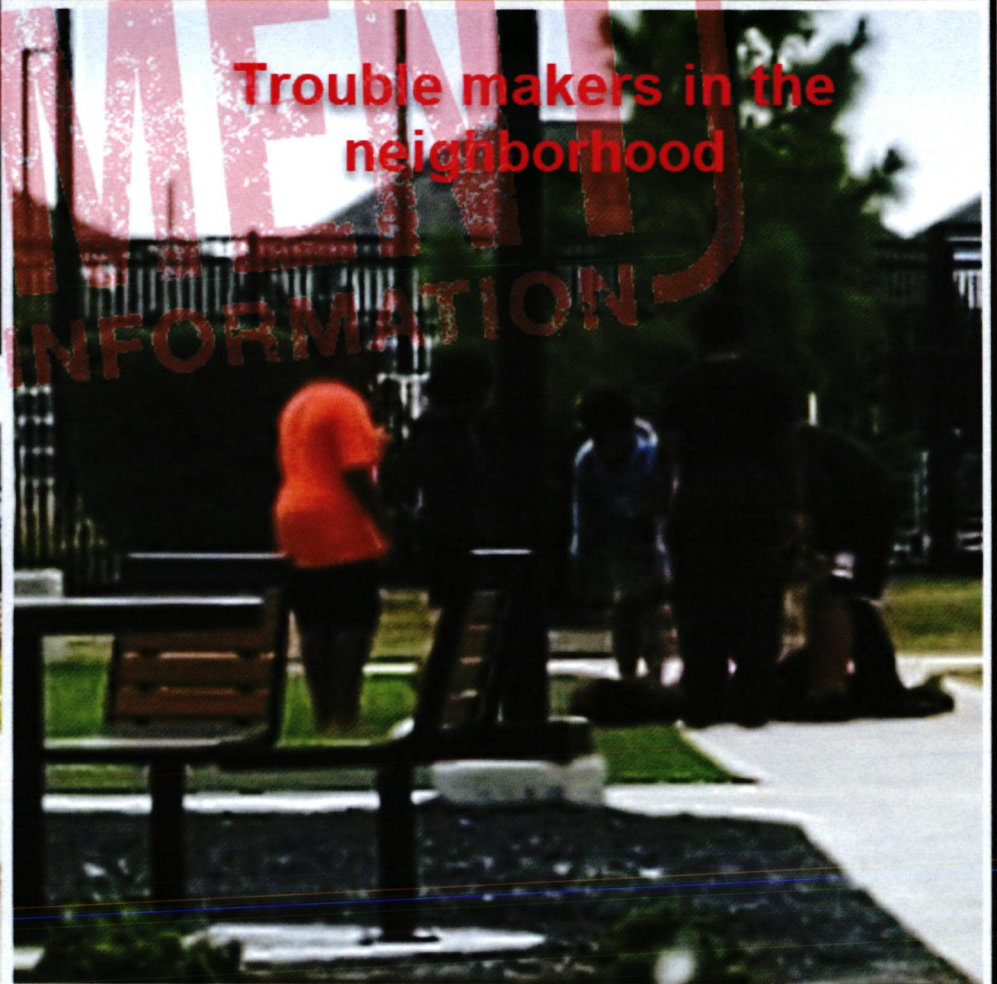
- 240 Motor Vehicle Theft
- 250 Counterfeiting/Forgery
- 26A False Pretenses/Swindle/Confidence Game
- 26B Credit Card/Automatic Teller Machine Fraud
- 26C Impersonation
- 26F Identity Theft
- 290 Destruction/Damage/Vandalism of Property
- 35A Drug/Narcotic Violations
- 370 Pornography/Obscene Material
- 520 Weapon Law Violations
- 720 Animal Cruelty
- 90D Driving Under the Influence
- 90E Drunkenness
- 90J Trespass of Real Property
- 90Z All Other Offenses
- ZZI INFORMATION ONLY
- ZZZ HOSPICE \ NATURAL DEATH

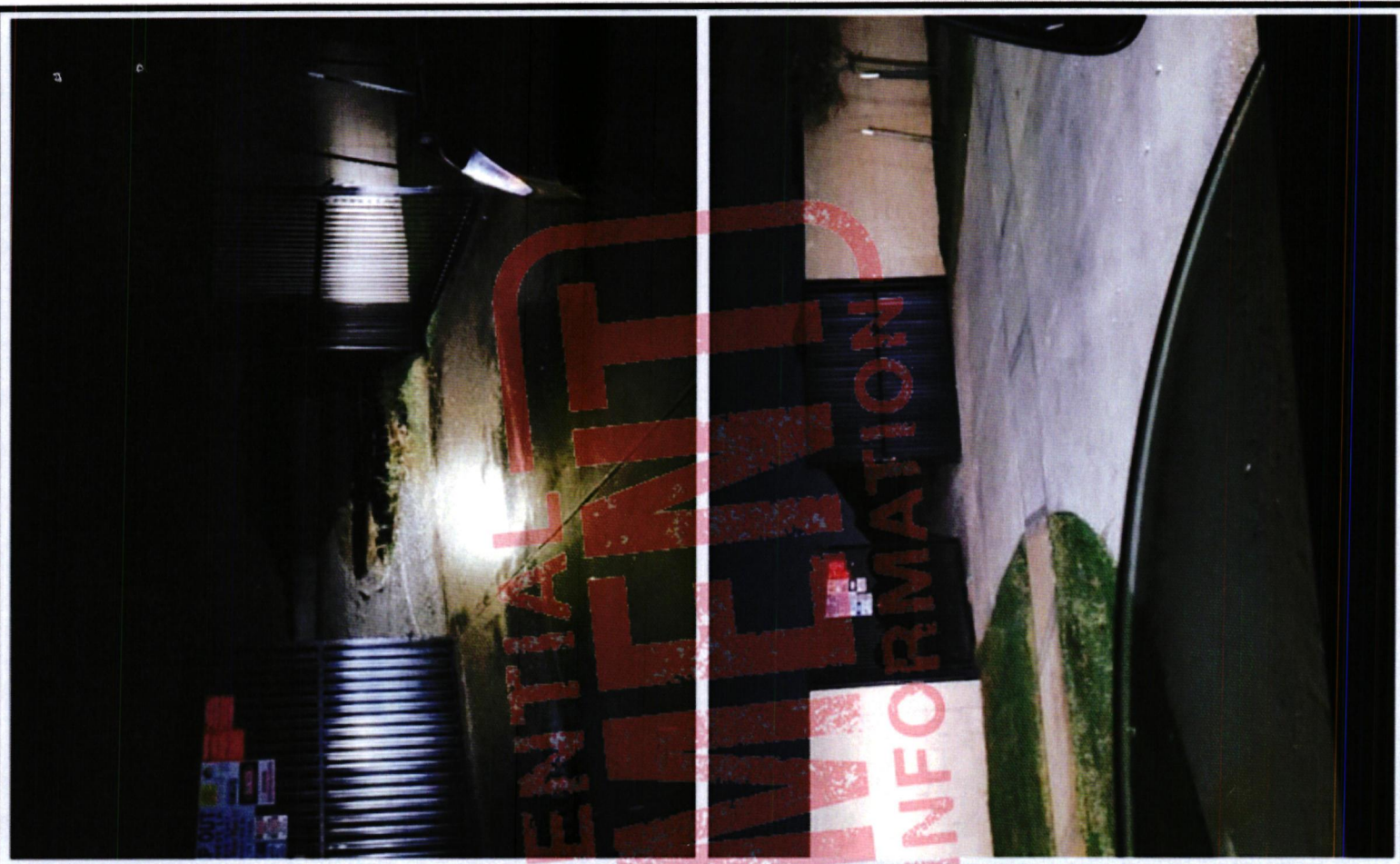
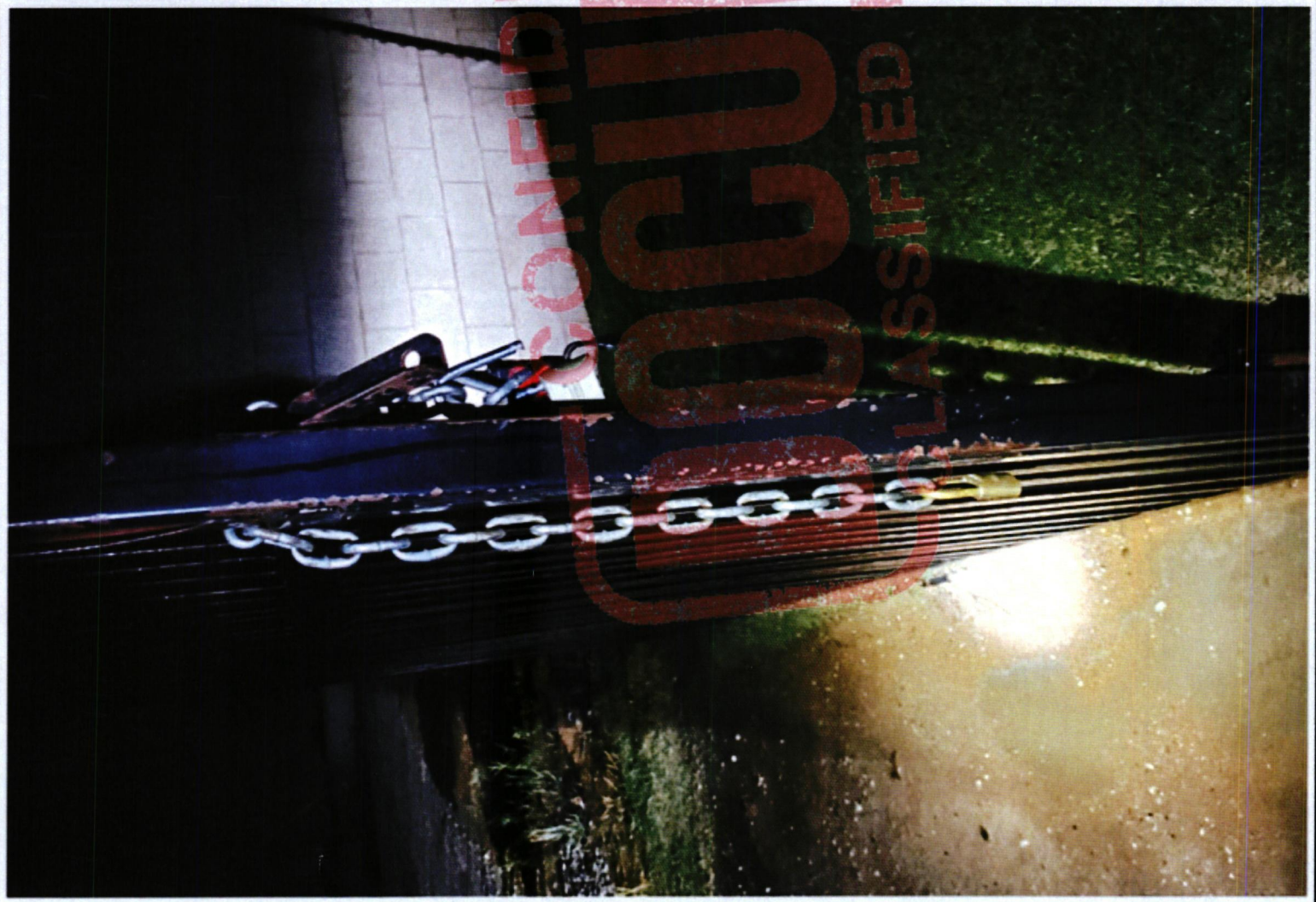


Traffic stops for suspicious vehicles



Trouble makers in the neighborhood





Arrested 11/20/2024



Riley, Danielle Janea



Curtis, Je Darrell Germaine

Description of Person

Age : 26
Gender : Female
Race : B

Charge(s) Information:

Description : POSS MARIJ
>4OZ<=5LBS
Status : Pre-Trial
Bond Amount : N/A
Bond Type : N/A
Status : N/A
Description : ASSAULT CAUSES
BODILY INJURY FAMILY MEMBER
Status : Temporary Hold
Bond Amount : \$101.00
Bond Type : Surety Bond
Status : Active Bond

Description of Person

Age : 23
Gender : Male
Race : B

Charge(s) Information:

Description : EVADING ARREST
DETENTION W/VEH OR
WATERCRAFT
Status : Pre-Trial
Bond Amount : N/A
Bond Type : N/A
Status : N/A
Description : UNAUTH USE OF
VEHICLE
Status : Pre-Trial
Bond Amount : N/A
Bond Type : N/A



Security guard caught sleeping

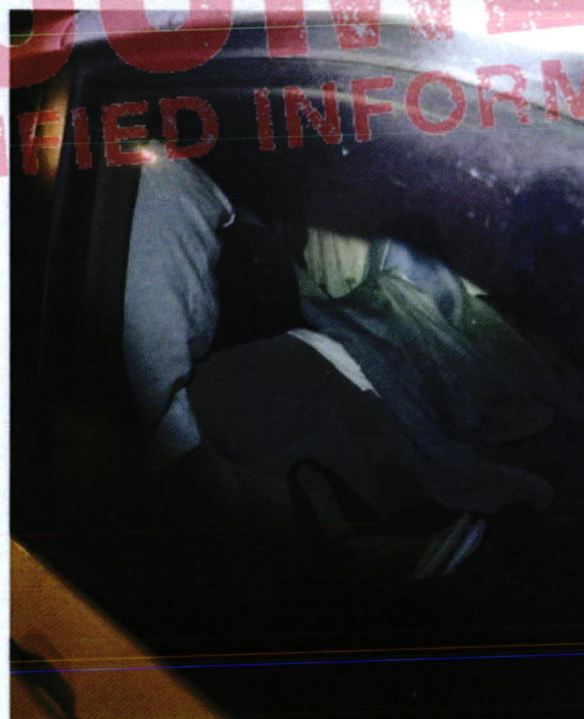


EXHIBIT Q

**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569
ANNUAL FINANCIAL AND OPERATING REPORT
PURSUANT TO SEC RULE 15c2-12**

This information is being provided by Harris County Municipal Utility District No. 569 (the "Issuer" or the "District") in compliance with its contractual undertakings (the "Undertakings") to provide an annual report of financial information and operating data, as required by Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, regarding the following municipal debt issues (the "Issues") by the Issuer:

Harris County Municipal Utility District No. 569

**Unlimited Tax Road Bonds, Series 2023,
Unlimited Tax Bonds, Series 2024,
and
Unlimited Tax Road Bonds, Series 2024**

Base CUSIP No. 41424S

Pursuant to the rules of Municipal Securities Rulemaking Board ("MSRB"), the participating underwriters for the Issues were required to file a copy of the final official statement for the Issues with the MSRB, copies of which are available from the MSRB upon request and payment of copying, handling and mailing costs. The official statements for the Issues should not be considered to speak as of any date other than the dates indicated in such documents.

This Annual Financial Report is based on information compiled and provided by the Issuer. This information has been obtained from the Issuer's audited financial statements and the Issuer's records. This information is provided in satisfaction of the Undertakings, containing information as prescribed by the Rule. The Issuer makes no warranty concerning the usefulness of such information to a decision to invest in, hold or sell bonds or other debt instruments of the Issuer. See "RISK FACTORS" in the official statements for a discussion of certain factors that should be considered by holders or prospective holders of the bonds. Information agreed to be provided by the Issuer may be reported in full text, herein, or may be incorporated by reference to certain other publicly available documents.

Harris County Municipal Utility District No. 569
c/o McCall, Parkhurst & Horton L.L.P.
1200 Smith Street, Suite 1550
Houston, Texas 77002
Telephone: 713-980-0500
Contact Person: Jacqueline E. Hale

DISTRICT DEBT

The cash and investment fund balances, tax rate, Outstanding Bonds, and debt service requirements under this heading are included in the District's audited financial statements, a copy of which are herewith attached hereto and made a part hereof and incorporated by reference herein.

2024 Certified Taxable Assessed Valuation.....	\$147,030,545
Gross Direct Debt Outstanding as of October 16, 2024, the closing date for the Series 2024 Bonds	\$ 16,750,000
Ratio of Gross Direct Debt to 2024 Certified Taxable Assessed Valuation	11.39%

TAX DATA

Historical Tax Collections

The historical ad valorem tax collections experience of the District is included in the District's audited financial statements, a copy of which are herewith attached hereto and made a part hereof and incorporated by reference herein.

Tax Rate Distribution

The District's tax rate information is included in the District's audited financial statements, a copy of which are attached hereto and made a part hereof and incorporated by reference herein.

Analysis of Tax Base

The composition of property comprising the District's gross tax roll valuations and the exemptions is included in the District's audited financial statements, a copy of which are attached hereto and made a part hereof and incorporated by reference herein.

Principal Taxpayers

The following table of the District's principal taxpayers was provided by the District's Tax Assessor/Collector based upon the 2024 tax roll:

<u>Taxpayer</u>	<u>Type of Property</u>	<u>2024 Certified Taxable Assessed Valuation</u>
Astro Sunterra, L.P.	Land and Improvements	\$2,305,229
Lennar Homes of Texas	Land and Improvements	1,838,687
DR Horton Texas LTD	Land and Improvements	1,527,431
Starlight Homes Texas LLC	Land and Improvements	946,062

Nuway Homes Texas LP	Land and Improvements	850,088
Gehan Homes, LTD	Land and Improvements	679,443
Invitation Homes 7 LP	Land and Improvements	671,500
Individual	Land and Improvements	614,275
Individual	Land and Improvements	576,601
LBP Holdings Series LLC	Land and Improvements	542,529

Tax Rate Calculations

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2024 Certified Taxable Assessed Valuation. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Outstanding Bonds when due, assuming no further increase or any decrease in taxable values in the District, collection of ninety-five percent (95%) of taxes levied, and the sale of no additional bonds.

Average Annual Debt Service Requirement (2026-2051)	\$1,101,443
\$0.79 Tax Rate on the 2024 Certified Taxable Assessed Valuation	\$1,103,464
Maximum Annual Debt Service Requirement (2051)	\$1,191,916
\$0.86 Tax Rate on 2024 Certified Taxable Assessed Valuation	\$1,201,240

AUDITED FINANCIAL STATEMENTS

Audited financial statements of the District for its fiscal year ending May 31, 2024 are attached hereto and incorporated by reference herein.

MISCELLANEOUS

The information set forth herein has been obtained from the District's records and other sources which are considered reliable. Any statement in this Annual Report which includes a matter of opinion, whether or not expressly so stated, is intended as such, and not as a representation of fact. The information contained in this Annual Report is provided as of the respective dates specified herein and is subject to change without notice, and the filing of this Annual Report shall not, under any circumstances, create any implication that there has been no change in the affairs of the District or in the other matters described herein since the date as of which such information is provided.

The historical information set forth in this Annual Report is not necessarily indicative of future results or performance due to various factors, including, among others, those discussed in the District's Official Statements pertaining to the Bonds. Such Official Statements are on file with the Municipal Securities Rulemaking Board.

In the Orders, the District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus to compel the District to comply with its agreement. See "Continuing Disclosure of Information" in the Official Statement.

EXHIBIT R

MEMORANDUM

TO: Board of Directors (the "Board") of Harris County Municipal Utility District No. 569 (the "District")

FROM: Schwartz, Page & Harding, L.L.P. ("SPH")

DATE: December 9, 2024

RE: National Primary Drinking Water Regulation - PFAS¹

On April 26, 2024, the Environmental Protection Agency ("EPA") published its final National Primary Drinking Water Regulation ("NPDWR") for six categories of the twenty-nine PFAS which may be found in public water systems. The purpose of this memorandum is to provide a brief overview of the NPDWR, its potential applicability to the District and the requirements for compliance.

Overview

Prior to the introduction of the NPDWR, testing for PFAS was limited to the EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR-5"). The NPDWR expands the limited testing required by UCMR-5, discussed in a previously circulated memorandum.

Under the NPDWR, the EPA requires that many public water systems² follow a schedule to test for certain categories of PFAS, to notify the public of their test results and to reduce the level of those PFAS exceeding established maximum contaminant levels. The EPA has set maximum contaminant levels ("MCLs") for five individual PFAS: PFOA, PFOS, PFNA, PFHxS and HFPO-DA. Additionally, the EPA has set a "Hazard Index"³ for any combination of two or more of the following PFAS: PFNA, PFHxS, HFPO-DA and PFBS.

¹ PFAS (per and polyfluoroalkyl substances) are manmade chemicals used in numerous consumer and industrial products such as cookware, water-resistant fabrics and firefighting foams. They are commonly found in water, air and soil throughout the United States.

² The final NPDWR does not apply to Transient Non-Community Water Systems ("TNCWS"), which are small systems serving 25 people or more at least 60 days of the year, but which do not serve the same 25 people for at least six months out of the year. TNCWS are generally limited to recreational vehicle parks, campgrounds, convenience stores, restaurants and gas stations. Additionally, **water systems that receive "finished water" from another water system through an interconnect are not required to monitor that water received under the NPDWR.** Finished water is water that is introduced into the distribution system of a public water system and is intended for distribution and consumption without further treatment, except any treatment necessary to maintain water quality within the distribution system. **Where a district's water supply consists solely of finished water provided by another water system, it will not be subject to the NPDWR monitoring requirements.** Examples of such districts might include those receiving only surface water from a regional water authority or those receiving all of their treated water by contract from a city.

³ The Hazard Index is an approach used to understand the health risk from a chemical mixture. It compares the level of each PFAS measured in a water sample to its *health-based water concentration*, which is defined as the level below which there are no known or anticipated adverse health effects. Additional guidance on the Hazard Index may be found at https://www.epa.gov/system/files/documents/2024-04/pfas-npdwr_fact-sheet_hazard-index_4.8.24.pdf.

Initial Monitoring Requirements

For those water systems subject to the NPDWR, initial monitoring must be completed prior to April 26, 2027⁴.⁵ Initial monitoring requirements will vary depending on system population size and water source, but all testing must be conducted by a qualified PFAS-testing laboratory.⁶ The sampling requirements for different categories of water systems are detailed below:

A. Surface Water Systems Serving Any Population Size

For all surface water systems, samples must be collected quarterly within a twelve (12) month period, with each sample to be collected no less than two (2) and no more than four (4) months apart.

B. Groundwater Systems Serving More Than 10,000 Customers

For large groundwater systems, samples must be collected quarterly within a twelve (12) month period, with each sample to be collected no less than two (2) and no more than four (4) months apart.

C. Groundwater Systems Serving Less Than or Equal to 10,000 Customers

For small groundwater systems, samples must be collected twice within a twelve (12) month period, with each sample to be collected no less than five (5) and no more than seven (7) months apart.

D. Systems Treating Both Surface Water and Groundwater

Systems treating both surface water and groundwater must test each of those water sources in accordance with the applicable requirements of (A)-(C) above.

Ongoing Monitoring Requirements

The frequency of ongoing compliance monitoring will first be based on the system's initial monitoring results. **Systems that have initial samples greater than or equal to designated "trigger levels" for any single category of regulated PFAS are required to conduct quarterly testing for all six categories of regulated PFAS.** Conversely, systems whose initial samples are

⁴ Initial Monitoring must occur intermittently over the course of twelve months. To be completed by the deadline, testing must be initiated no later than April 26, 2026.

⁵ Water systems must either conduct initial monitoring or obtain approval to use previously collected monitoring data. The TCEQ may allow water systems to use previously collected monitoring data under UCMR-5 to satisfy some or all of the initial monitoring requirements, if the sampling was conducted using EPA Methods 533 or 537.1.

⁶ For a list of qualified PFAS-testing laboratories, see the following website:

<https://www.epa.gov/system/files/documents/2022-01/ucmr5-approved-lab-list.pdf>

all below the designated trigger levels may, subject to approval by the TCEQ, reduce their testing frequency to once every three years.

As additional testing data is received, monitoring frequency will be determined by continuing to compare those test results to applicable trigger levels. The trigger levels are set at one-half of the MCLs for each individual regulated PFAS and at one-half of the Hazard Index for any regulated PFAS mixture. The MCLs and trigger levels for the six categories of regulated PFAS are set forth in the table below. For example, because the MCL for PFOA is 4.0ppt, the trigger level for PFOA is 2.0ppt. Test results showing a PFOA level greater than or equal to 2.0ppt would require a water system to conduct quarterly monitoring. Conversely, if all system samples are below the trigger level for each respective PFAS chemical, then the water system may reduce its ongoing monitoring to once every three years. See Exhibit "A" for a flowchart depicting these compliance monitoring requirements.

Chemical	Maximum Contaminant Level (MCL)	Ongoing Compliance Monitoring Trigger Level (to reduce monitoring frequency)
PFOA	4.0 ppt	2.0 ppt
PFOS	4.0 ppt	2.0 ppt
PFHxS	10 ppt	5.0 ppt
HFPO-DA (Gen X Chemicals)	10 ppt	5.0 ppt
PFNA	10 ppt	5.0 ppt
Mixture of two or more: PFHxS, PFNA, HFPO-DA, and PFBS	Hazard Index of 1 (unitless)	0.5 (unitless)

Required Reporting

Beginning in April of 2027, districts subject to the NPDWR must include initial monitoring results in their Consumer Confidence Report. Ongoing compliance monitoring results must be included in later Consumer Confidence Reports as they become available. Also beginning in April of 2027, the public must be notified of any testing procedure violations (e.g., missing a required sampling date) no later than one year after the district learns of the violation. A district will be required to repeat this notice annually for as long as the violation persists. Beginning in April of 2029, districts subject to the NPDWR must notify the public of any test resulting in an MCL violation. The NPDWR requires such notice be provided *as soon as practicable but no later than thirty (30) days after the district learns of the violation*.

Compliance Deadlines and Treatment Options

If a regulated district detects PFAS contaminant levels exceeding the MCLs set forth in the table above, the district must complete any capital improvements required for treatment and reduce those PFAS levels below the MCL prior to April 26, 2029. At this time, the EPA has not specified how water systems must comply with the PFAS MCLs or what treatment technologies must be utilized. However, as part of the NPDWR, granular activated carbon, anion exchange, reverse osmosis, and nanofiltration were identified as the best available treatment technologies for medium-to-large sized water systems. For smaller water systems, reverse osmosis and

nanofiltration were found to be the most affordable treatments. The EPA's website contains additional information regarding treatment options for removing PFAS from drinking water.⁷

Next Steps

We recommend that the Board authorize the District's Operator and Engineer to (i) determine whether the District is subject to the testing requirements of the NPDWR and, if so, (ii) develop an initial monitoring schedule which complies with the above deadlines. Please note that, in the event monitoring is required and initial 12-month testing reflects PFAS results in excess of the MCLs, the District will then be required to implement a compliance solution and reduce those levels **no later than April 26, 2029**. In the meantime, please feel free to contact our office should you have questions or wish to discuss this matter in further detail.

⁷ https://www.epa.gov/system/files/documents/2024-04/pfas-npdwr_fact-sheet_treatment_4.8.24.pdf.

EXHIBIT A

Monitoring Requirements Summary

