



- a. **Biweekly Trail Maintenance:** The following MUD Services shall be performed biweekly (26 times per calendar year):
- i. Vegetation Management – clear encroaching vegetation (e.g., brush, low-hanging branches, thorns) from the trail corridor to maintain a minimum clear width of 4 feet and overhead clearance of 8 feet.
  - ii. Litter/Debris Removal –remove litter, fallen branches, and other debris from the trail surface and immediate vicinity. This includes removing trash and litter from trail areas during each visit, and removing litter/debris from the Premises (which does not include emptying trash cans along the trails).
  - iii. Animal Waste Removal – remove animal waste from trails and immediate vicinity during each visit, and remove waste from the Premises.
  - iv. Culvert Maintenance – remove debris and sediment from culverts.
  - v. Signage/Markings – report damaged or obscured trail signage. Ensure trail markers are visible.
  - vi. Bridge/Boardwalk Inspection – conduct visual inspections of any trail bridges, boardwalks, or other structures for damage or safety concerns, and report findings immediately.
  - vii. Hazard Identification – identify and report any hazards such as leaning trees, unstable slopes, or significant washouts. Areas identified as “pain point areas” on the Site Map require particular attention for potential hazards or recurring issues.
  - viii. Fire Ant Control – provide targeted treatment of fire ant mounds identified within the trail surfaces.
  - ix. Clean-up of Equipment on Trails – clean benches, swings, and exercise equipment along trails, as well as the playscape equipment and benches adjacent thereto.
- b. **Quarterly Trail Maintenance:** The following MUD Services shall be performed at least once per calendar quarter (4 times per calendar year), with additional as-needed visits after significant weather events:
- i. Surface Maintenance – address minor erosion, ruts, and depressions, and maintain proper drainage. For unpaved trails, ensure a smooth, traversable surface. Maintenance shall include:
    1. Rake/scrape and manicure the decomposed granite;
    2. Correct, repair, and compact eroded rills and gullies following concentrated storm runoff crossing the decomposed granite trails;
    3. Provide additional compacted decomposed granite, as needed, to replace lost material and establish a smooth, consistent compacted trail surface; and
    4. Replace stones that become dislodged from the trail borders.
  - ii. Maintenance of Trail Assets – properly inspect all trail equipment, benches, and trash containers (“*Trail Assets*”). Repair and/or paint as necessary to ensure the Trail Assets are in good condition from both a safety and

appearance perspective. Follow up on any concerns registered by residents that are forwarded to the Belvedere Homeowners Association's Community Manager.

- c. **Biannual Equipment Cleanup Services**: Sunscape shall clean benches, swings, and exercise equipment along the trails, as well as any playscape equipment and benches adjacent thereto every six (6) months.
3. **Joint Services**: Sunscape shall provide the Joint Services as described herein, including all labor, materials, supplies, and equipment to provide the Joint Services, according to the specifications attached hereto as **Exhibit B** ("*Service Specifications*").
- a. **Mowing**: Sunscape shall provide mowing services within the Premises at the following frequencies.
    - i. Weekly Mowing – Sunscape shall mow the Green Area weekly between March – October (35 visits) and biweekly between November – February (8 visits), for a total of 42 visits per calendar year.
    - ii. Bi-Monthly Mowing – Sunscape shall mow the Red Area bimonthly for a total of 26 visits per calendar year.
    - iii. Other Mowing – Sunscape shall mow the areas Yellow Area for a total of 6 visits per calendar year.
  - b. **Flower Bed Maintenance**: Sunscape shall provide flower bed maintenance services within the Premises 19 times per calendar year according to the Service Specifications and may maintain the "Focal Areas" shown on the Site Map more frequently. A map and/or list of flower beds shall be provided by the HOA.
  - c. **Turf and Bed Fertilization**: Sunscape shall provide apply fertilizers to turf areas and flower beds on a seasonal basis according to the Service Specifications. These areas shall include the Green Area and any other areas specified by the HOA.
  - d. **Mulch Installation**: Sunscape shall apply and maintain mulch within all flower beds and tree wells in the Premises in March and October of each year according to the Service Specifications.
  - e. **New Plant/Flower Planning, Installation and Maintenance**: Sunscape shall coordinate with the HOA for flower planning two (2) times per calendar year (typically in late Winter to prepare for Spring planting and late Summer for Fall planting) for the "Focal Areas" shown on the Site Map. All plants shall be mutually agreed upon by Sunscape and the HOA and installed in accordance with the approved plan. Sunscape shall apply insecticides and fungicides to flowers as needed.
  - f. **Irrigation System Management**: Sunscape shall perform irrigation walk-throughs once per month in March through October for a total of 8 walk-throughs per calendar year, and provide 24-hour emergency services for mainline breaks.

Specific “control locations,” “irrigation shut off” points, and “water electric connector” locations are identified on an irrigation site map to be provided by the HOA and should be noted by Sunscape.

4. **Compensation for the MUD Services and Joint Services:** Sunscape shall bill the District \$4,840.35 per month during the term of this Agreement. This monthly payment is based on an estimated total cost of \$58,084.28 if the Services were performed for one calendar year based on the rates attached hereto as **Exhibit C**. The District’s share of the Joint Services costs is shown in **Exhibit C** and Sunscape shall bill the HOA separately for the HOA’s share of the Joint Services costs.
5. **Optional Services:** The District may request in writing for Sunscape to perform additional maintenance or minor repair items to landscaping, trails, or other facilities within the Premises (“***Optional Services***”). Sunscape shall bill the District on a monthly basis for any Optional Services performed.
6. **Billing:** Sunscape shall invoice the District on a monthly basis for the Services and Optional Services, and the District shall provide payment within forty five (45) days of receipt of an invoice. Sunscape shall submit invoices to the following address:

Belvedere Municipal Utility District  
c/o Jeff Monzingo  
Montoya & Monzingo LLP  
P.O. Box 2029  
Pflugerville, Texas 78691

The billing schedule for the Services will occur according to the schedule provided in **Exhibit C**, and the Operational Services will be billed separately.

7. **Safety Standards and Legal Requirements:** Sunscape shall at all times ensure that industry accepted safety standards and practices are followed while performing the Services and Optional Services, minimizing disruption and risk to property owners and the public. Sunscape shall at all times comply with all ordinances, laws, regulations, and other legal requirements and obligations of the applicable jurisdiction while performing the Services and Optional Services. Sunscape’s vehicles, trailers, and other equipment must be parked in a safe manner and may not impact neighborhood traffic. Security access (e.g., fobs and security codes) shall only be provided to and shared amongst Sunscape’s staff that require access.
8. **Equipment:** Sunscape shall provide all necessary, well-maintained, and safe equipment to perform the Services, including “equipment clean-up” as part of the Services. Equipment should be appropriate for the tasks and to minimize environmental impact and fire and other safety risks where possible.
9. **Personnel:** Any Sunscape personnel performing the Services shall be trained, experienced, and uniformed (if applicable), and professional. Sunscape must ensure appropriate supervision of the Services at all times.

10. **Scheduling**: Sunscape shall follow the schedule for Services provided herein and any deviations from the schedule shall be approved in advance by the HOA. All work must be performed during the work week (Monday through Friday) unless prior authorization is provided for weekend work by the HOA due to unique circumstances.
11. **Reporting**: Sunscape shall provide periodic reports detailed Services performed, observations, and recommendations.
12. **Communication**: Sunscape shall provide open and timely communication with the District and HOA's representatives regarding scheduling, issues, or emergencies.
13. **Environmental Responsibility**: Sunscape shall minimize the use of harmful chemicals and promote sustainable land management in providing the Services.
14. **Board Meetings**: Sunscape shall make a representative available to attend District Board meetings to provide a report at the request of the District.
15. **Term**: This Agreement shall have a term ending on December 31, 2026. The Agreement shall automatically renew for subsequent one (1) year terms according to the terms and conditions provided herein unless a Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. The District may elect to terminate this Agreement with Sunscape at any time during the term of this Agreement with at least sixty (60) days prior written notice. Sunscape shall notify the District of any change in its rates for the upcoming term at least sixty (60) days prior to the end of the then-current term.
16. **Independent Contractor**: The Parties acknowledge that (i) the relationship between the District and Sunscape is that of an independent contractor and client, and (ii) Sunscape alone has exclusive control and supervision of its staff, employees, and subcontractors. Nothing in this Agreement shall be construed to mean that Sunscape or any of its staff, employees, or subcontractors are agents, employees, or representatives of the District.
17. **Liability and Insurance**: Sunscape shall at all times be solely responsible for and liable for any damage caused by Sunscape, its staff, employees, or subcontractors to any of the District's equipment, property, or fixtures. Sunscape shall be solely responsible for making all repairs and/or replacements to substantially similar condition as existed before the damage for any such damage without cost to the District. Sunscape shall at all times maintain liability insurance coverage to cover any claims for injuries to persons or damages to property which may arise in connection with the performance of the Services by Sunscape, its staff, employees, and subcontractors. Coverage shall be in an amount of not less than (i) \$1,000,000 for Commercial General Liability, and (ii) \$1,000,000 for Automobile Liability. Sunscape shall also provide workers compensation insurance for its staff, employees, and subcontractors in compliance with state requirements. Sunscape shall provide proof of liability insurance and workers compensation insurance and any other certificates or documents reflecting that Sunscape is in full compliance with all legal requirements and obligations for companies providing the Services.

18. **Indemnity:** Sunscape agrees to indemnify and hold harmless the District, its officers, agents, representatives, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of Sunscape's willful or negligent act or omission under this Agreement, including by Sunscape's officers, agents, representatives, or employees.
19. **Notices:** The Parties will provide all notices and other communications under this Agreement to the other Parties in writing by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

**The District:**

Belvedere Municipal Utility District  
Attn: Board President  
c/o David J. Klein, General Counsel  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
[dklein@lglawfirm.com](mailto:dklein@lglawfirm.com)

**Sunscape:**

HSRB03, LLC  
Attn: Tyler Lambourne  
P.O. Box 161686  
Austin, Texas 78716

Any Party may change its address or contact person by giving written notice to the other Party.


20. **No Third Party Beneficiaries:** Nothing expressed or implied in this Agreement is intended, nor shall be construed, to confer upon or give any individual or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.
21. **Entire Agreement:** This Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings, and communications of the Parties, oral or written, with respect to such subject matter. In the event a provision of this Agreement is held to be invalid, illegal, or unenforceable, this Agreement will be construed as if the invalid, illegal, or unenforceable provision is absent from the Agreement. All other terms of this Agreement will continue in full force and effect.
22. **Governing Law and Venue:** This Agreement is governed by the laws of the State of Texas. All obligations of the Parties under this Agreement are performable in Travis County, Texas and exclusive jurisdiction for claims arising from this Agreement will lie with the courts of Travis County, Texas.

23. **Waivers:** All waivers of a breach of a Party's obligation under this Agreement must be in writing to be effective. Any Party's failure to complain of a breach by another Party will not constitute a waiver of any current or future breach of the obligation.
24. **Authority and Representations:** Each Party executing this Agreement warrants and represents that the individual executing this Agreement on its behalf has the authority and power to execute this Agreement for the entity on behalf of which he or she executes this Agreement.
25. **Multiple Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall constitute and be one and the same instrument.

*[Remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below:

**BELVEDERE MUNICIPAL UTILITY DISTRICT**

By:  Signed by:  
5969D20B63E14B1...  
Jim Koerner  
President, Board of Directors

Date: 2/4/2026

**HSRB03, LLC**

By: <sup>Signed by:</sup> Tyler Lambourne  
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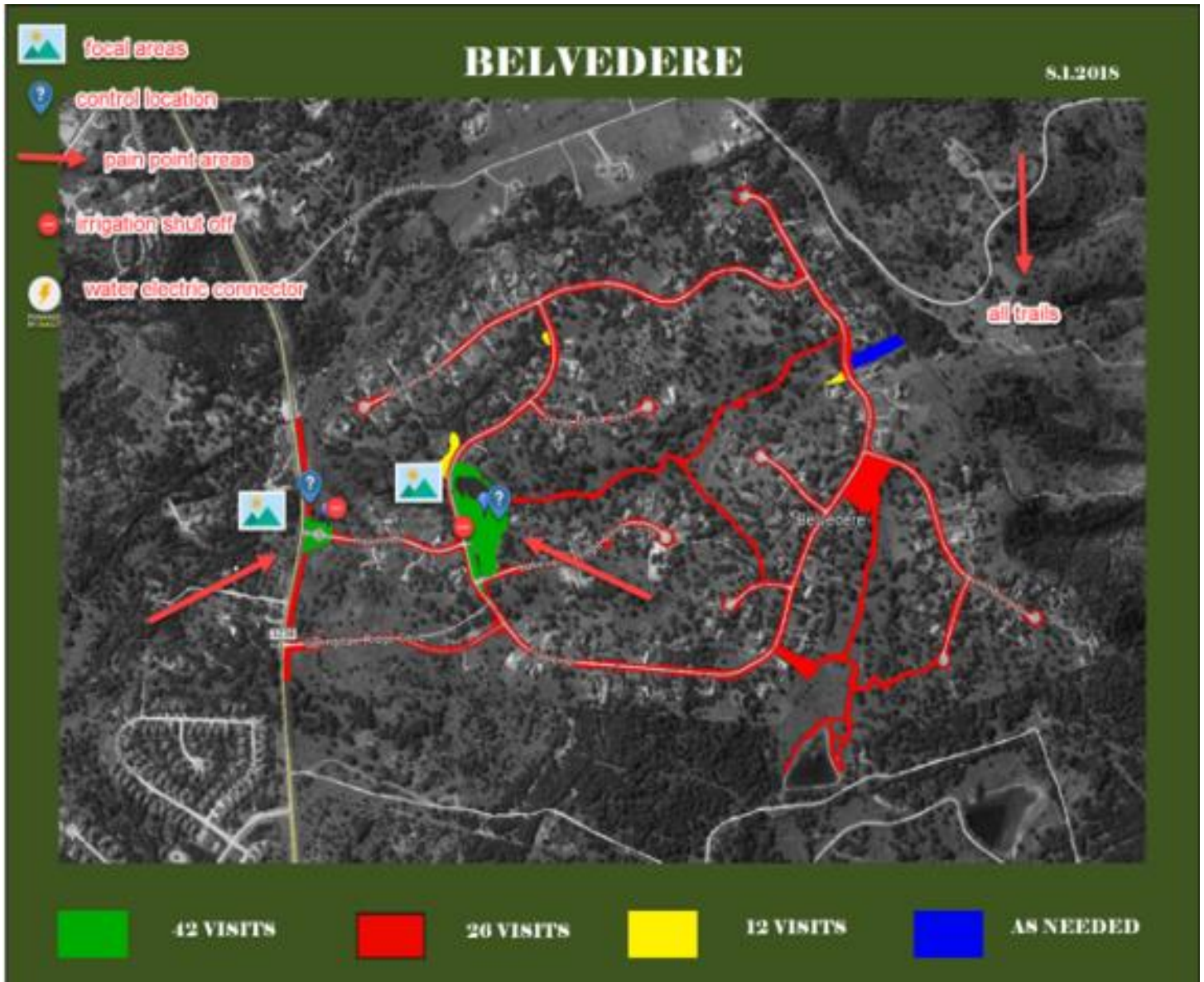
Name: Tyler Lambourne

Title: Account Manager

Date: 2/10/2026

# EXHIBIT A

## Site Map





**EXHIBIT B**

**Compensation for the Services**

<b>2026 CONTRACT SUMMARY</b>					
<b>INCLUDED SERVICES</b>	<b>OCCURS</b>	<b>COST EACH</b>	<b>EXT COST</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
WEEKLY MOWING	42	\$271.66	\$11,409.72	\$0.00	\$11,409.72
BI-MONTHLY MOWING- ROADWAYS, HAMILTON POOL ROAD, PARK AREAS	26	\$387.82	\$10,083.32	\$0.00	\$10,083.32
FLOWER BED MAINTENANCE	19	\$217.33	\$4,129.27	\$0.00	\$4,129.27
TRAIL MAINTENANCE-MOWING, LITTER AND WASTE REMOVAL, TRAIL ASSET INSPECTIONS	26	\$311.00	\$8,086.00	\$0.00	\$8,086.00
TRAIL MAINTENANCE, SURFACE MAINTENANCE, RAKING AND SCRAPING OF DG	4	\$2,218.12	\$8,872.48	\$0.00	\$8,872.48
DECOMPOSED GRANITE - MATERIALS INCLUDED	4	\$926.20	\$3,704.80	\$0.00	\$3,704.80
EQUIPMENT CLEAN-UP	2	\$210.11	\$420.22	\$0.00	\$420.22
WINTER TURF PRE-EMERGENT	1	\$163.20	\$163.20	\$0.00	\$163.20
SPRING TURF FERTILIZER	1	\$189.53	\$189.53	\$0.00	\$189.53
SUMMER TURF FERTILIZER	1	\$163.21	\$163.21	\$0.00	\$163.21
FALL TURF FERTILIZER	1	\$194.79	\$194.79	\$0.00	\$194.79
SPRING BED FERTILIZER	2	\$111.90	\$223.80	\$0.00	\$223.80
FALL BED PRE-EMERGENT AND FERTILIZER	2	\$136.39	\$272.78	\$0.00	\$272.78
MULCH INSTALLATION	2	\$3,839.40	\$7,678.80	\$0.00	\$7,678.80
ANNUAL COLOR INSTALLATION	2	\$376.86	\$753.72	\$0.00	\$753.72
OTHER MOWING - THREE ADDITIONAL LOT AREAS	6	\$25.52	\$153.12	\$0.00	\$153.12
MONTHLY IRRIGATION WALKTHROUGH	8	\$198.19	\$1,585.52	\$0.00	\$1,585.52
<b>TOTAL:</b>			<b>\$58,084.28</b>	<b>\$0.00</b>	<b>\$58,084.28</b>

## EXHIBIT C

### Service Specifications

#### Mowing

1. Mow at a consistent height suitable for turf health (typically 2.5-3.5 inches), making seasonal adjustments to cutting height for optimal turf health.
2. All turf shall be cut uniformly, cleanly, and without scalping.
3. Vary mowing patterns to minimize damage and compaction.
4. Perform regular blade maintenance.
5. Trimming/edging around buildings, fences, trees, signposts, curbs, sidewalks, and flower beds.
6. Maintain tree canopies to ensure required clearances of 8-14 feet for walkways, roadways, and parking areas.
7. Blow grass clippings off all paved surfaces (e.g., sidewalks, driveways, parking lots) immediately after mowing.
8. Removal of litter and debris from turf areas before mowing.
9. Proper disposal of blowing of clippings.
10. Reporting any significant issues (e.g. dead spots, pest infestation, irrigation leaks) observed during services.

#### Flower Bed Maintenance

1. Weeding – hand pulling of weeds or appropriate herbicide application (with prior approval) to keep all flower beds weed-free.
2. Edging – maintain crisp, clean edges along all hardscaped areas, sidewalks, curbs, bed-edges, and tree wells.
3. Pruning/Trimming – light pruning and deadheading of flowering plants to promote health and bloom. Trimming of shrubs and other ornamental plants to maintain shape and size.
4. Trim trees to maintain a seven-foot clearance from the ground over all walkways/sidewalks within maintenance areas.
5. Cut back perennial and grassy plant material at the appropriate times of the year (typically January, February, March).
6. Remove dead plants from flower beds.
7. Pest/Disease Control – identification and reporting of pest or disease issues. Application of treatments only with prior authorization.
8. Debris Removal – removal of all leaves, fallen branches, and other organic debris from flower beds.

#### Turf and Bed Fertilization

1. PHC - Winter Turf Application (Pre, Post, Fert) - applied around March 15th (plus or minus 30 days), depending on soil conditions. This is a combination of liquid fertilizer (quick release) and a blanket application of pre- and post-emergent herbicide targeting existing broadleaf weeds and preventing grassy and broadleaf weeds from germinating.

2. PHC - Spring Turf Application (Post, Fert, Ant) -- applied in the beginning of May, depending on rainfall and temperature. This is a combination of nitrogen-dense granular fertilizer (slow and fast release nutrients), spot treatment with a selective post-emergent herbicide targeting broadleaf weeds, and a blanket ant treatment.
3. PHC - Summer Turf Application (Grassy Post, Fert) -- applied in the early summer months, typically around mid-June and approximately six weeks after Plant Health Care - Spring' - - this is a granular application with quick- and slow-release nutrients. A broad spectrum and slow-acting herbicide will be applied as a spot treatment targeting broadleaf and grassy weeds.
4. Plant Health Care (PHC) - Fall Turf Application (Pre, Post, Fert): Applied in late September. This is a combination of balanced quick-release fertilizer to winterize turf and a blanket application of pre- and post-emergent herbicide targeting existing and emerging broadleaf weeds.
5. Spring Bed Fertilizer (May 15 - June 15) - a well-balanced (14, 14, 14) fertilizer application when roots are actively growing.
6. Fall Bed Pre-Emergent and Fertilizer (Oct 15 - Nov 15) - a well-balanced (14, 14, 14) fertilizer application combined with a blanket application of pre-emergent herbicide to prevent germination of cool season broadleaf and grassy weeds.

#### Mulch Installation

1. Application of dyed mulch at a rate of 1080 bags per installation. Mulch will be turned, as needed, to maintain a fresh appearance, color and uniformity.

#### New Plant/Flower Planning, Installation, and Maintenance

1. 15-18 count flats of annuals may be used at each installation. The color and variety of plants will be discussed and approved by HOA Board and MUD prior to planting.

#### Irrigation System Management

1. Monitor and adjust the operation of the irrigation system to ensure deep root growth of plant materials while mitigating runoff, conserving water, and keeping streets and sidewalks dry.
2. Perform visual checks and provide a written report on the condition of the system and an estimate on all repairs when corrective action is needed.
3. Conduct control timer adjustments to adhere to seasonal irrigation needs.
4. Perform adjustments, cleanings, & minor repairs as needed.
5. Pre-approval is not required for repairs that do not exceed 10% of total monthly maintenance price or \$500 per controller, whichever is greater.
6. All maintenance repairs must be completed by a State of Texas licensed irrigator and/or a licensed irrigation technician.
7. Ensure all back-flow inspections are completed on time.

8. Make necessary adjustments to the watering schedule to abide by water restrictions imposed by the governing water authority, providing personnel to accomplish said request by the end of the next business day.
9. Monitor landscape maintenance areas to ensure the most efficient use of irrigation and help control water costs.
10. Contractor should be prepared to manage and utilize internet-based irrigation control systems to enhance system evaluations, track issues, identify problems, and prepare repair estimates.