BLACKSTONE METROPOLITAN DISTRICT

www.blackstonemetro.org

NOTICE OF SPECIAL MEETING AND AGENDA

Lisa Monahan, President	Term to May 2027
Kathy Morgan, Vice President	Term to May 2029
Brent Johnston, Treasurer	Term to May 2029
Melanie Torno, Assistant Secretary	Term to May 2027
April Wertheimer, Secretary	Term to May 2029

DATE: September 22nd, 2026 (Tuesday)
TIME: 6:00 P.M.
LOCATION: Blackstone County Club
7777 S County Club Parkway
Aurora, Colorado 80016

&

VIA ZOOM
https://brightstarcolorado.zoom.us/j/84116483913
Meeting ID: 841 1648 3913
Dial-In: (719) 359-4580

I. CALL TO ORDER AND DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

II. CONFIRM POSTING OF MEETING NOTICE AND APPROVE AGENDA

III. SOCIAL COMMITTEE UPDATE

IV. LANDSCAPING UPDATE
   a. Landscape Maintenance Report **(Enclosure)**
   b. Landscaping Beautification Work Update
   c. Review & Discuss Water Meter Reports
   d. Update on Large Property Watering Variance Program Application
   e. Discuss Status of ET Controller Installation

V. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather than the items for follow up. If attending on line, please click on raise hand during the time of Public Comment.

VI. FINANCIAL MATTERS

a. Review unaudited financial statements for the period ending August 31st, 2026 **(Enclosure)**
b. Discuss 2027 Budget Process

VII. MANAGEMENT REPORT

a. District ARC/Violation Report
b. Mailbox Lighting Update
c. Canyon Park Playground Installation Update
d. Woodland Elementary Landscaping Update
e. Water Tank Park Fencing Update
f. Monument Sign Update
g. Discuss Status of Request for Waiver of Fines Related to Backflow Testing
h. Review Report from IDES Regarding Pond Work by Prior Landscaper and Discuss Proposal from Environmental Designs, LLC for Completion of Work **(To be distributed)**
i. Discuss Correspondence from Ms. Hessler and Xcel Energy Irrigation Meter – Account 53-0012148210-5
j. Discuss Insurance Property Inspection and Consider Approval of Proposal for Changes to Property Schedule **(To be distributed)**

VIII. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board Member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

a. Approve August 18th, 2026 Regular Meeting Minutes **(Enclosure)**
b. Approve and Ratify of Claims paid from 08/12/2026-09/17/2026 in the amount of $238,137.04 **(Enclosure)**
c. Ratify BMO Workers Compensation Payment
d. Ratify Independent Contractor Agreement with Environmental Designs, LLC for Irrigation System Installation Services **(Enclosure)**
e. Ratify Approval of Independent Contractor Agreement with Sticks Handyman Services for Mailbox Painting **(Enclosure)**

IX. COMMITTEE REPORTS

a. Landscape Committee
   i. Review Xeriscaping Revision Proposals **(Enclosure)**
b. Architectural/Design Review
   i. Procedure for Submission and Approval
c. Technology Committee

X. LEGAL MATTERS

a. Discuss Status of Transition of Files from Prior Special Counsel to New Special Counsel with Prior Special Counsel Retaining One Collection File
b. Consider Approval of Amended and Restated Resolution Regarding Collection of Delinquent Fees and Charges from Special Counsel (**Enclosure**)

c. Consider Approval of Amended and Restated Resolution Regarding Enforcement of the Governing Documents from Special Counsel (**Enclosure**)

d. Consider Approval of Resolution Regarding Parameters for Certification of Covenant Charges (**Enclosure**)

e. Discuss Status of Special Counsel Reviewing Residential Improvement Guidelines

XI. DIRECTOR'S ITEMS

a. Neighborhood Asset Mapping Project

XII. OTHER BUSINESS

XIII. PUBLIC COMMENT (if time allows)

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather than the items for follow up. Please click on the raise hand during the time of Public Comment.

XIV. ADJOURNMENT


08-26-2026 11:28AM MDT


08-26-2026 11:28AM MDT


08-26-2026 11:27AM MDT


08-26-2026 11:28AM MDT


08-26-2026 11:27AM MDT

BLACKSTONE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

AUGUST 31, 2026

Blackstone Metro District
Balance Sheet - Governmental Funds
August 31, 2026

	General	Special Revenue	Debt Service	Capital Projects	Capital Projects - Regional Improvement	Total
Assets						
Checking Account	$ 52,606.55	$ 30,149.02	$ -	$ -	$ -	$ 82,755.57
Western Alliance Checking	-	84,928.06	-	-	-	84,928.06
Colotrust	4,308,501.18	196,161.00	2,310,136.17	918,668.93	4,536.50	7,738,003.78
Accounts Receivable	-	63,029.24	-	-	-	63,029.24
Receivable from County Treasurer	11,181.14	-	9,358.87	-	1,027.89	21,567.90
Prepaid Insurance	450.00	-	-	-	-	450.00
Total Assets	$ 4,372,738.87	$ 374,267.32	$ 2,319,495.04	$ 918,668.93	$ 5,564.39	$ 7,990,734.55
Liabilities						
Accounts Payable	$ 24,924.43	$ 305,504.09	$ -	$ 1,025.03	$ -	$ 331,453.55
Due to SARIA	-	-	-	-	5,564.39	5,564.39
Prepaid assessments	-	43,763.14	-	-	-	43,763.14
Total Liabilities	24,924.43	349,267.23	-	1,025.03	5,564.39	380,781.08
Fund Balances	4,347,814.44	25,000.09	2,319,495.04	917,643.90	-	7,609,953.47
Liabilities and Fund Balances	$ 4,372,738.87	$ 374,267.32	$ 2,319,495.04	$ 918,668.93	$ 5,564.39	$ 7,990,734.55

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending August 31, 2026

	Annual Budget	Actual	Variance	Prior YTD
Revenues				
Property taxes	$ 1,382,495.00	$ 1,375,141.33	$ 7,353.67	$ 1,541,167.39
Specific ownership taxes	76,037.00	56,066.72	19,970.28	67,986.19
Interest Income	100,000.00	101,060.05	(1,060.05)	96,721.30
Other Revenue	-	516.14	(516.14)	625.47
Total Revenue	1,558,532.00	1,532,784.24	25,747.76	1,706,500.35
Expenditures				
Accounting	70,000.00	49,867.58	20,132.42	46,560.87
Auditing	7,500.00	7,420.00	80.00	-
County Treasurer's Fee	20,737.00	20,642.05	94.95	23,129.28
Directors' fees	6,000.00	3,800.00	2,200.00	3,300.00
Director and meeting expense	2,000.00	2,390.40	(390.40)	420.00
Insurance	40,000.00	40,685.00	(685.00)	36,837.00
Legal	110,000.00	89,814.59	20,185.41	103,943.90
Miscellaneous	2,000.00	689.43	1,310.57	1,731.56
Payroll taxes	459.00	290.70	168.30	252.45
Election	-	79.95	(79.95)	28,804.79
Website	5,000.00	1,956.00	3,044.00	1,500.00
Contingency	29,304.00	-	29,304.00	-
Total Expenditures	293,000.00	217,635.70	75,364.30	246,479.85
Other Financing Sources (Uses)				
Transfers to other fund	(1,807,301.00)	(552,588.52)	(1,254,712.48)	(298,780.18)
Total Other Financing Sources (Uses)	(1,807,301.00)	(552,588.52)	(1,254,712.48)	(298,780.18)
Net Change in Fund Balances	(541,769.00)	762,560.02	(1,304,329.02)	1,161,240.32
Fund Balance - Beginning	3,373,763.00	3,585,254.42	(211,491.42)	2,752,776.59
Fund Balance - Ending	$ 2,831,994.00	$ 4,347,814.44	$ (1,515,820.44)	$ 3,914,016.91

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending August 31, 2026

	Annual Budget	Actual	Variance	Prior YTD
Revenues				
Operations fee (homeowners)	$ 608,304.00	$ 458,081.21	$ 150,222.79	$ 469,902.78
Working capital	-	12,361.27	(12,361.27)	-
Design review fees	2,000.00	2,185.00	(185.00)	300.00
Legal collection fees	30,000.00	19,895.68	10,104.32	26,649.50
Violations and late fees	10,000.00	6,044.95	3,955.05	6,892.55
Interest Income	800.00	387.26	412.74	741.05
Other Revenue	10,000.00	16,546.05	(6,546.05)	6,758.07
Total Revenue	661,104.00	515,501.42	145,602.58	511,243.95
Expenditures				
Facilities management - contract	58,800.00	40,180.00	18,620.00	38,000.00
Facilities management - costs	30,000.00	10,634.74	19,365.26	27,751.77
Miscellaneous	5,000.00	15,060.00	(10,060.00)	70.00
Security	24,000.00	1,302.21	22,697.79	11,250.00
Irrigation repairs and improvements	60,000.00	40,420.49	19,579.51	39,576.45
Landscape improvements	50,000.00	190,153.93	(140,153.93)	-
Landscape maintenance - contract	408,000.00	197,933.35	210,066.65	268,300.00
Tree and shrub maintenance	25,000.00	119,743.86	(94,743.86)	577.59
Snow removal	35,000.00	-	35,000.00	-
Grounds maintenance	25,000.00	5,592.71	19,407.29	5,427.56
Holiday lighting	25,000.00	1,196.00	23,804.00	451.50
Lighting	10,000.00	14,196.76	(4,196.76)	40,335.52
Playground inspection and repairs	10,000.00	36,248.83	(26,248.83)	-
Water	180,000.00	91,486.29	88,513.71	65,498.19
Gas and electric	22,000.00	7,940.49	14,059.51	9,085.86
Community activities	60,000.00	14,692.31	45,307.69	15,641.90
Design review	10,000.00	9,780.00	220.00	-
Legal - collections	30,000.00	18,916.05	11,083.95	25,863.70
Trash collection	180,000.00	134,610.07	45,389.93	123,768.51
Contingency	33,200.00	-	33,200.00	-
Total Expenditures	1,281,000.00	950,088.09	330,911.91	671,598.55
Other Financing Sources (Uses)				
Transfers from other funds	620,096.00	354,698.65	265,397.35	147,119.29
Total Other Financing Sources (Uses)	620,096.00	354,698.65	265,397.35	147,119.29
Net Change in Fund Balances	200.00	(79,888.02)	80,088.02	(13,235.31)
Fund Balance - Beginning	19,700.00	104,888.11	99,588.02	28,848.85
Fund Balance - Ending	$ 19,900.00	$ 25,000.09	$ 179,676.04	$ 15,613.54

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SUPPLEMENTARY INFORMATION

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending August 31, 2026

	Annual Budget	Actual	Variance	Prior TYD
Revenues				
Property taxes	$ 1,327,195.00	$ 1,320,133.34	$ 7,061.66	$ 1,255,765.49
Specific ownership taxes	72,996.00	42,978.05	30,017.95	44,994.15
Interest Income	50,000.00	47,092.26	2,907.74	59,890.05
Total Revenue	1,450,191.00	1,410,203.65	39,987.35	1,360,649.69
Expenditures				
County Treasurer's Fee	19,908.00	19,816.30	91.70	18,846.07
Paying agent fees	450.00	-	450.00	-
Bond interest	1,035,775.00	517,887.50	517,887.50	524,062.50
Bond principal	565,000.00	-	565,000.00	-
Contingency	14,867.00	-	14,867.00	-
Total Expenditures	1,636,000.00	537,703.80	1,098,296.20	542,908.57
Net Change in Fund Balances	(185,809.00)	872,499.85	(1,058,308.85)	817,741.12
Fund Balance - Beginning	1,442,698.00	1,446,995.19	(4,297.19)	1,617,840.88
Fund Balance - Ending	$ 1,256,889.00	$ 2,319,495.04	$ (1,062,606.04)	$ 2,435,582.00

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending August 31, 2026

	Annual Budget	Actual	Variance	Prior YTD
Revenues				
Interest Income	$ 30,000.00	$ 26,173.25	$ 3,826.75	$ 22,837.64
Total Revenue	30,000.00	26,173.25	3,826.75	22,837.64
Expenditures				
Legal	5,000.00	5,164.99	(164.99)	-
Lighting	-	82,000.00	(82,000.00)	-
Capital outlay	365,000.00	-	365,000.00	5,815.00
Entryways/roundabouts	-	4,155.67	(4,155.67)	1,706.46
Pavilion	500,000.00	8,484.88	491,515.12	-
Monument	130,000.00	40,077.81	89,922.19	-
Total Expenditures	1,000,000.00	139,883.35	860,116.65	7,521.46
Other Financing Sources (Uses)				
Transfers from other funds	1,187,205.00	197,889.87	989,315.13	151,660.89
Total Other Financing Sources (Uses)	1,187,205.00	197,889.87	989,315.13	151,660.89
Net Change in Fund Balances	217,205.00	84,179.77	133,025.23	166,977.07
Fund Balance - Beginning	814,149.00	833,464.13	(19,315.13)	656,089.00
Fund Balance - Ending	$ 1,031,354.00	$ 917,643.90	$ 113,710.10	$ 823,066.07

Blackstone Metro District
Regional Improvement Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending August 31, 2026

	Annual Budget	Year to Date Actual	Variance	Prior YTD
Revenues				
ARI - Aurora Regional Improvement Tax	$ 348,887.00	$ 347,030.11	$ 1,856.89	$ 356,294.82
Other Revenue	5.00	-	5.00	-
Total Revenue	348,892.00	347,030.11	1,861.89	356,294.82
Expenditures				
County Treasurer's Fee	5,233.00	5,209.18	23.82	5,347.14
Regional mill levy - Payment to SARIA	343,659.00	341,820.93	1,838.07	350,947.68
Total Expenditures	348,892.00	347,030.11	1,861.89	356,294.82
Net Change in Fund Balances	-	-	-	-
Fund Balance - Beginning	-	-	-	-
Fund Balance - Ending	$ -	$ -	$ -	$ -

Blackstone Metropolitan District
Schedule of Cash Position
August 31, 2026
Updated as of September 18, 2026

	General Fund	Special Revenue Fee Fund	Debt Service Fund GO Bonds	Capital Projects Fund	Capital Projects Regional Imprvmt	Total
PNC Bank - Checking						
Balance as of 08/31/2026	$ 52,606.55	$ 30,149.02	$ -	$ -	$ -	$ 82,755.57
Subsequent activity:						
09/01/26 - Aurora Water Autopay	-	(26,583.17)	-	-	-	(26,583.17)
09/03/26 - Public Storage Payment	-	(359.00)	-	-	-	(359.00)
09/03/26 - Xcel Autopay	-	(602.98)	-	-	-	(602.98)
09/08/26 - Transfer from HOA	-	8,874.12	-	-	-	8,874.12
09/17/26 - Transfer from ColoTrust	396,283.47	-	-	3,716.53	-	400,000.00
Anticipated Activity:	-					
Anticipated Bill.com Payment	*(19,539.24)*	*(332,090.44)*	-	*(3,716.53)*	-	*(355,346.21)*
Anticipated Transfer Between Funds	*(320,612.45)*	*320,612.45*	-	-	-	-
Anticipated Balance	108,738.33	-	-	-	-	108,738.33
Western Alliance - Checking						
Balance as of 08/31/2026	-	84,928.06	-	-	-	84,928.06
Subsequent activity:						
09/08/26 - Transfer to PNC Bank	-	(8,874.12)	-	-	-	(8,874.12)
Anticipated Balance	-	76,053.94	-	-	-	76,053.94
Colotrust - Savings Account						
Balance as of 08/31/2026	4,308,501.18	196,161.00	2,310,136.17	918,668.93	4,536.50	7,738,003.78
Subsequent activity:						
09/10/26 - Property Taxes	11,181.14	-	9,358.87	-	1,027.89	21,567.90
09/17/26 - Transfer to Checking	(396,283.47)	-	-	(3,716.53)	-	(400,000.00)
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
Anticipated Activity:						
Anticipated Transfer to SARIA	-	-	-	-	*(5,564.39)*	*(5,564.39)*
Anticipated Balance	4,119,559.85	-	1,319,495.04	914,952.40	-	6,354,007.29
Total by fund	$ 4,228,298.18	$ 76,053.94	$ 1,319,495.04	$ 914,952.40	$ -	$ 6,538,799.56

Yield Information:

Colotrust Prime (August 2026) - 3.5571%
Colotrust Plus (August 2026) - 3.8172%

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2026

	Current Year										Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Senate Backfill	Net Amount Received	% of Total Property Taxes Received Monthly	% of Total Property Taxes Received Y-T-D	Total Cash Received	% of Total Property Taxes Received Monthly	% of Total Property Taxes Received YTD
						-							
January	$ 13,103.43	$ -	$ 13,226.24	$ -	$ (196.55)	$ -	$ -	$ 26,133.12	0.43%	0.43%	$ 20,578.69	0.24%	0.24%
February	1,208,470.45	-	10,678.03	-	(18,127.06)	-	-	1,201,021.42	39.51%	39.94%	1,307,678.55	41.61%	41.85%
March	193,075.75	-	14,234.38	124.05	(2,898.00)	-	-	204,536.18	6.31%	46.25%	161,632.69	4.71%	46.56%
April	241,865.74	-	11,754.04	75.26	(3,629.11)	-	516.14	250,582.07	7.91%	54.16%	325,935.60	9.97%	56.53%
May	212,189.66	-	11,785.09	201.93	(3,185.87)	-	-	220,990.81	6.94%	61.10%	159,261.62	4.69%	61.22%
June	1,124,053.51	-	10,730.98	334.94	(16,865.83)	-	-	1,118,253.60	36.75%	97.85%	1,164,972.35	37.05%	98.27%
July	40,392.81	-	14,413.22	1,127.40	(622.80)	-	-	55,310.63	1.32%	99.17%	66,214.60	1.64%	99.91%
August	9,153.43	-	12,222.79	333.99	(142.31)	-	-	21,567.90	0.30%	99.47%	14,842.43	0.00%	99.91%
September	-	-	-	-	-	-	-	-	0.00%	99.47%	18,402.79	0.10%	100.01%
October	-	-	-	-	-	-	-	-	0.00%	99.47%	14,002.17	0.00%	100.01%
November	-	-	-	-	-	-	-	-	0.00%	99.47%	17,591.98	0.09%	100.10%
December	-	-	-	-	-	-	-	-	0.00%	99.47%	14,842.10	0.00%	100.10%
	$ 3,042,304.78	$ -	$ 99,044.77	$ 2,197.57	$ (45,667.53)	$ -	$ 516.14	$ 3,098,395.73	99.47%	99.47%	$ 3,285,955.57	100.10%	100.10%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	$ 1,382,495.00	45.20%	$ 1,375,141.33	99.47%
Debt Service Fund	1,327,195.00	43.39%	1,320,133.34	99.47%
Regional	348,887.00	11.41%	347,030.11	99.47%
	$ 3,058,577.00	100.00%	$ 3,042,304.78	
Specific Ownership Tax				
General Fund	$ 76,037.00	51.02%	$ 56,066.72	73.74%
Debt Service Fund	72,996.00	48.98%	42,978.05	58.88%
	$ 149,033.00	100.00%	$ 99,044.77	
Treasurer's Fees				
General Fund	$ 20,737.00	45.20%	$ 20,642.05	99.54%
Debt Service Fund	19,908.00	43.39%	19,816.30	99.54%
Regional	5,233.00	11.41%	5,209.18	99.54%
	$ 45,878.00	100.00%	$ 45,667.53	

Due To SARIA From 2025	$ -
Pledged Ptax Collected	341,820.93
Payments to SARIA	336,256.54
Due To SARIA	$ 5,564.39

Notes to the Reader:

The financial statements of the District have been prepared in accordance with the criteria established by the Governmental Accounting Standards Boards ("GASB"), which is the source of authoritative accounting principles generally accepted in the United States of America ("GAAP"), as applied to governmental entities. The District's financial statements are prepared using the modified accrual basis of accounting. The financial statements include the following departures from GAAP:

- Management's discussion and analysis and substantially all disclosures required are omitted.
- The statement of revenues, expenditures and changes in fund balances – governmental funds has been omitted.

The financial forecasts present, to the best of management's knowledge and belief, the District's expected results of operations and cash flows for the forecast periods. Accordingly, the forecasts reflects its judgment as of November 18, 2025, the date these forecasts were prepared, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecasts. There will usually be differences between the forecast and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The financial statements are developed by the District to comply with GAAP, although there may be departures from GAAP not identified. These statements are primarily intended for use in managing the District's operations and may not be suitable for other purposes. Users should be aware of these limitations when utilizing the financial statements.

BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved on July 26, 2010.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately $1,981,510,000. The District has not budgeted to issue any new debt during 2026. Per the District's Service Plan, the District cannot issue debt in excess of $100,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Revenues (continued)

Property Taxes (continued)

For property tax collection year 2026, HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate
Single-Family Residential	6.25%		Agricultural Land	27.00%
Multi-Family Residential	6.25%		Renewable Energy Land	27.00%
Commercial	27.00%		Vacant Land	27.00%
Industrial	27.00%		Personal Property	27.00%
Lodging	27.00%		State Assessed	27.00%
			Oil & Gas Production	87.50%

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority. The required mill levy after the twentieth year is 5.000 as adjusted. The adjusted mill levy for 2026 is 6.309.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5.5% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

Interest earned on the District's available funds has been estimated based on historical earnings.

BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as displayed on page 6 of the Budget.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of $27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of $1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2026, as defined under TABOR.

BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

Bonds and Interest Maturing in the Year Year Ending December 31,	$27,415,000 General Obligation Refunding Bonds Series 2017, Dated June 6, 2017 Interest Rate Varying from 2.375% to 5.00% Interest Payable June 1 and December 1, Principal Due December 1		
	Principal	Interest	Total
2026	$ 565,000	$ 1,035,775	$ 1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
Total	$ 25,015,000	$ 13,926,750	$ 38,941,750

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BLACKSTONE METROPOLITAN DISTRICT

HELD TUESDAY, AUGUST 18th, 2026 AT 6:00 P.M.

Blackstone Country Club
7777 Country Club Pkwy.
Aurora, CO 80016
And via Zoom

The regular meeting of the Board of Directors of Blackstone Metropolitan District (the "Board") was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Lisa Monahan, President
Kathy Morgan, Vice President
Brent Johnston, Treasurer
Melanie Torno, Assistant Secretary
April Wertheimer, Secretary

Also present were Clint C. Waldron, Esq., Darah D. Fuller, Esq., and Heather Hartung, Esq., WBA, PC, Attorneys at Law, District General Counsel; Curtis Bourgouin, CliftonLarsonAllen, LLP, District Accountant; Lucas Nishimoto, Brightstar District Management, District Manager; and Members of the Public.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and the meeting was called to order at 6:02PM.

Conflict of Interest Disclosures

Mr. Nishimoto reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Nishimoto inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Confirmation of Posting of Meeting Notice

Mr. Nishimoto confirmed the meeting notice was posted by Brightstar District Management, as required by law.

Approval of Agenda

The Board reviewed the proposed agenda. Mr. Waldron proposed adding an update on soil testing in Hilltop Park to the Management Report section. Upon a motion duly made by Director Johnston and seconded by Director Morgan, the Board unanimously approved the agenda as amended.

Social Committee Update

Director Morgan discussed the Oktoberfest Contribution Agreement with Sequoia Golf Blackstone LLC d/b/a Blackstone Country Club (the "Club") and the Blackstone Metropolitan District (the "District"). The event date has been moved to September 26, 2026, as the original date was unavailable. The Club will also be providing a line-item budget. Director Monahan motioned to approve the agreement which was seconded by Director Morgan. The agreement was unanimously approved. The Board also discussed the upcoming holiday party scheduled for December 5, 2026.

Landscaping Update

Shawn Crick with EDI was present at the meeting via Zoom and discussed recent beautification projects in the district. Director Monahan inquired about Blackstone Parkway's recent gravel work and matching to previous gravel in the community. Mr. Crick reviewed conservation efforts on water usage in the district specifically of non-potable water as well as supervision of repairs made by a fiber optic boring company operating in the community. Director Monahan noted that there are some areas that are still being watered in the middle of the day. Mr. Crick was asked to confirm each meter to ensure that they are only watering on the correct days at the correct times. Mr. Waldron discussed recent water invoice overages to which Mr. Crick will be following up with Aurora Water on. The Board engaged in discussion regarding the City of Aurora's (the "City") Large Water Variance Program as it appears that the District was not enrolled in 2026. The Board requested that Mr. Nishimoto contact the City as soon as possible to enroll the District and attempt to resolve issues arising from the late enrollment. Mr. Nishimoto discussed recent efforts with EDI on tree mapping and removals.

Public Comment

No members of the public wished to comment.

Financial Matters

Unaudited Financial Statements for the Period Ending July 31st, 2026 – Mr. Bourgouin had previously reviewed the financial statements for the period ending July 31st, 2026.

Director Monahan requested that a standing agenda item to discuss the status of Director Johnston and Director Torno's efforts to develop a long-term financial plan be added to meeting agendas moving forward. The Board requested that Mr. Nishimoto obtain a proposal from The Connextion Group for a reserve study for Board consideration at the September meeting.

Management Report

District ARC/Violation Report – Mr. Nishimoto reported that, as of August 18, 2026, there were twelve (12) architectural requests and fifty (50) violations.

Mailbox Lighting Update – Mr. Nishimoto informed the Board that the deposit invoice is still pending and will be paid prior to the vendor beginning installation.

Mailbox Painting Proposal – Mr. Nishimoto discussed a recent proposal for painting all mailbox kiosks in the district. Director Johnston motioned to approve the proposal in black which was seconded by Director Wertheimer. The proposal was unanimously approved for black painting.
Fencing Update – Mr. Nishimoto informed the Board that previously discussed fencing repairs have not yet been made and he will be moving forward with a different vendor if no word is received. Director Monahan motioned to approve this pending the amount of the future vendor does not exceed previous amounts which was seconded by Director Morgan. The motion was unanimously approved.

Update on Soil Testing – Mr. Waldron discussed recently received testing results from Ground Engineering on soil testing in Hilltop Park. The results showed unclassified fill 21 feet deep requiring pylons to support any future structure or excavation work to determine the nature of the materials. The Board determined not to move forward with building a pavilion in Hilltop Park at this time.

Consent Agenda

Mr. Nishimoto reviewed the items on the consent agenda with the Board. Upon a motion duly made by Director Johnston and seconded by Director Monahan, the following items on the consent agenda were unanimously approved, ratified, and adopted:

1. Approval July 21st, 2026, Regular Meeting Minutes;
2. Approval of July 21st, 2026, Annual Meeting Minutes;
3. Approval and Ratification of Claims paid from July 17th, 2026 through August 11th, 2026 in the amount of $194,832.29; and Ratify Independent Contract or Agreement with Republic Services, Inc. for Waste Management Services.

Committee Reports

Landscape Committee – Carol Hesketh from the committee discussed recent beautification projects carried out in the district, water issues, and various additional proposals that will be ready in the near future from EDI. Ms. Hesketh also discussed the monument sign being in permitting status and her efforts in finding pre-approved schemes for xeriscaping options in the district for homeowners to select. Mr. Waldron will provide landscape architects to assist in reviewed these items with the committee. Covenant enforcement counsel can also review guidelines and provide recommended changes.

Architectural/Design Review – Director Monahan discussed the addition of two homeowners to the committee for landscaping approvals.

Technology Committee – Director Morgan discussed the new layout for the district's website. Director Morgan then motioned to approve this new layout which was seconded by Director Johnston. The layout was unanimously approved.

Legal Matters

Discuss and Consider Field Rental Policy and Application – Ms. Fuller reviewed the rental policy and rental application for turf fields. The Board determined to require any organized group to apply for rental of the field. Director Morgan motioned to approve this which was seconded by Director Monahan. The motion was approved by all except Director Wertheimer.

The Board engaged in discussion regarding their existing Special Counsel, Altitude Community Law, and considered alternative firms for special counsel to handle collections, covenant enforcement and foreclosure matters. The Board decided to terminate the District's relationship with Altitude Community Law and engage WLPP for collections, covenant enforcement and foreclosure matters. Director Morgan motioned to approve this which was seconded by Director Monahan. The motion was unanimously approved.

Director's Items

Neighborhood Asset Mapping Project – This matter was addressed as part of the Financial Matters discussion.

Other Business

No other business was discussed.

Public Comment

Director Johnston discussed landscaping in the school area in the district and the need to contact them given the state of it. Mr. Nishimoto will reach out accordingly to them for updates on when this will be fixed.

Adjournment

There being no further business to come before the Board, following discussion and upon a motion duly made by Director Monahan and seconded by Director Torno, the Board unanimously adjourned the meeting at 8:21PM.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

____
Secretary for the Meeting

Blackstone Metro District
Paid Claims
August 12, 2026 - September 17, 2026

Vendor	Ref #	Account Name	Account Number	General Fund	Special Revenue Fund	Capital Projects Fund	Date Paid	Total
Altitude Community Law P.C.	1726 Jun26	Legal - collections	7706-44655-10002	-	1,150.36	-	8/20/2026	1,150.36
Altitude Community Law P.C.	1726 Jul26	Legal - collections	7706-44655-10002	-	1,847.44	-	8/26/2026	1,847.44
Vendor Total				**$ -**	**$ 2,997.80**	**$ -**		**$ 2,997.80**
Brightstar District Management LLC	124	Facilities management - contract	7440-44655-10000	-	5,334.20	-	8/26/2026	5,334.20
Vendor Total				**$ -**	**$ 5,334.20**	**$ -**		**$ 5,334.20**
CliftonLarsonAllen LLP	L261449035	Accounting	7000	6,039.35	-	-	8/20/2026	6,039.35
Vendor Total				**$ 6,039.35**	**$ -**	**$ -**		**$ 6,039.35**
Environmental Designs	CD50710645	Landscape improvements	7585-44655-10001	-	1,150.00	-	8/20/2026	1,150.00
Environmental Designs	CD50712139	Irrigation repairs and improvements	7585-44655-10000	-	729.40	-	8/20/2026	729.40
Environmental Designs	CD50712140	Irrigation repairs and improvements	7585-44655-10000	-	1,845.70	-	8/20/2026	1,845.70
Environmental Designs	CD50712567	Landscape improvements	7585-44655-10001	-	17,600.00	-	8/20/2026	17,600.00
Environmental Designs	CD50713085	Landscape maintenance - contract	7585-44655-10002	-	19,336.67	-	8/21/2026	19,336.67
Environmental Designs	CD50721866	Irrigation repairs and improvements	7585-44655-10000	-	858.13	-	8/26/2026	858.13
Environmental Designs	CD50721869	Irrigation repairs and improvements	7585-44655-10000	-	1,503.41	-	8/26/2026	1,503.41
Environmental Designs	CD50721870	Irrigation repairs and improvements	7585-44655-10000	-	632.12	-	8/26/2026	632.12
Environmental Designs	CD50721877	Irrigation repairs and improvements	7585-44655-10000	-	1,013.69	-	8/26/2026	1,013.69
Environmental Designs	CD50721878	Irrigation repairs and improvements	7585-44655-10000	-	1,497.04	-	8/26/2026	1,497.04
Environmental Designs	CD50721879	Landscape improvements	7585-44655-10001	-	3,267.65	-	8/26/2026	3,267.65
Environmental Designs	CD50721896	Irrigation repairs and improvements	7585-44655-10000	-	170.00	-	8/26/2026	170.00
Environmental Designs	CD50722533	Irrigation repairs and improvements	7585-44655-10000	-	503.44	-	8/26/2026	503.44
Environmental Designs	CD50722557	Irrigation repairs and improvements	7585-44655-10000	-	170.00	-	8/26/2026	170.00
Environmental Designs	CD50723032	Landscape improvements	7585-44655-10001	-	1,150.00	-	8/26/2026	1,150.00
Environmental Designs	CD50723921	Irrigation repairs and improvements	7585-44655-10000	-	1,281.28	-	8/26/2026	1,281.28
Environmental Designs	CD50724622	Landscape improvements	7585-44655-10001	-	4,750.00	-	8/26/2026	4,750.00
Environmental Designs	CD50724625	Landscape improvements	7585-44655-10001	-	6,800.00	-	8/26/2026	6,800.00
Environmental Designs	CD50724633	Tree and shrub maintenance	7585-44655-10003	-	10,500.00	-	8/26/2026	10,500.00
Vendor Total				**$ -**	**$ 74,758.53**	**$ -**		**$ 74,758.53**
Extra Duty Solutions	X330.003321	Security	7570	-	256.55	-	8/20/2026	256.55
Extra Duty Solutions	X330.003417	Security	7570	-	272.83	-	8/20/2026	272.83
Extra Duty Solutions	X330.003509	Security	7570	-	272.83	-	8/20/2026	272.83
Vendor Total				**$ -**	**$ 802.21**	**$ -**		**$ 802.21**
KONA ICE	261	Community activities	7706-44655-10000	-	1,860.00	-	8/20/2026	1,860.00
Vendor Total				**$ -**	**$ 1,860.00**	**$ -**		**$ 1,860.00**
Landtech Contractors, Inc	19027	Landscape improvements	7585-44655-10001	-	14,442.12	-	8/20/2026	14,442.12
Vendor Total				**$ -**	**$ 14,442.12**	**$ -**		**$ 14,442.12**
Pet Scoop, Inc.	714193	Grounds maintenance	7600-44655-10000	-	306.00	-	8/26/2026	306.00
Vendor Total				**$ -**	**$ 306.00**	**$ -**		**$ 306.00**
Radiant Lighting Services	19052A	Lighting	7600-44655-10002	-	230.00	-	8/20/2026	230.00
Radiant Lighting Services	19070A	Lighting	7600-44655-10002	-	392.41	-	8/26/2026	392.41
Radiant Lighting Services	19169CAW	Lighting	7600-44655-10002	-	-	82,000.00	8/26/2026	82,000.00
Vendor Total				**$ -**	**$ 622.41**	**$ 82,000.00**		**$ 82,622.41**
REPUBLIC SERVICES #535	0535-006850257	Trash collection	7720	-	18,027.77	-	8/21/2026	18,027.77
Vendor Total				**$ -**	**$ 18,027.77**	**$ -**		**$ 18,027.77**
RLI	LSM0667860 - 2026	Insurance	7360	250.00	-	-	8/19/2026	250.00
Vendor Total				**$ 250.00**	**$ -**	**$ -**		**$ 250.00**
Rocky Mountain Playground	1906	Playground inspection and repairs	7600-44655-10004	-	7,972.70	-	8/26/2026	7,972.70
Vendor Total				**$ -**	**$ 7,972.70**	**$ -**		**$ 7,972.70**
Sticks Handyman Services LLC	566	Grounds maintenance	7600-44655-10000	-	1,813.49	-	8/19/2026	1,813.49
Vendor Total				**$ -**	**$ 1,813.49**	**$ -**		**$ 1,813.49**
The Connextion Group	008-0726	Design review	7706-44655-10001	-	1,143.75	-	8/26/2026	1,143.75
Vendor Total				**$ -**	**$ 1,143.75**	**$ -**		**$ 1,143.75**
White Bear Ankele Tanaka & Waldron	50176	Legal	7460	11,690.07	-	534.54	8/31/2026	12,224.61
Vendor Total				**$ 11,690.07**	**$ -**	**$ 534.54**		**$ 12,224.61**
WIPFLI	3320302	Auditing	7020	7,420.00	-	-	8/26/2026	7,420.00
Vendor Total				**$ 7,420.00**	**$ -**	**$ -**		**$ 7,420.00**
Xcel Energy	53-0014753463-1 Aug26	Gas and electric	7704-44655-10000	-	122.10	-	8/27/2026	122.10
Vendor Total				**$ -**	**$ 122.10**	**$ -**		**$ 122.10**
Grand Total				**$ 25,399.42**	**$ 130,203.08**	**$ 82,534.54**		**$ 238,137.04**

INDEPENDENT CONTRACTOR AGREEMENT
IRRIGATION SYSTEM INSTALLATION SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 18th day of August 2026, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and ENVIRONMENTAL DESIGNS, LLC, a Colorado limited liability company (the "**Contractor**"). The District and the Contractor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq*., C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof, (ii) completion of services; or (iii) December 31, 2026.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

c. Service Credits for Unperformed Services**.** The compensation schedule set forth in **Exhibit A** is based on a specified number of scheduled service visits or occurrences for each service category during the applicable contract period (each, a "**Scheduled Service**"). If a Scheduled Service is not performed because the conditions triggering that service did not occur or were not met — including, by way of example, mowing visits that are not required due to insufficient grass growth attributable to dry or dormant conditions — the District shall not be charged for that unperformed visit, and the invoiced amount shall be reduced accordingly (each such reduction, a "**Service Credit**").

d. Service Credits shall be reflected on the monthly invoice for the period in which the Scheduled Service was to have occurred. If a Service Credit is not applied on the applicable invoice, the District may deduct the credit amount from any subsequent payment due to the Contractor. Accumulated Service Credits in a given contract year may, at the District's election, be applied as an offset against the cost of additional services authorized under Section 3, applied as a reduction to future invoices, or refunded to the District within thirty (30) days following the end of the applicable contract term.

e. The Contractor shall include in each Monthly Report submitted pursuant to Section 6 a written accounting of all Scheduled Services not performed during the reporting period, the reason for non-performance, and the corresponding Service Credit amount. Failure to include this accounting shall not relieve the District of its right to Service Credits, but shall entitle the District to withhold payment pending receipt of the required accounting.

Invoices for the Services shall be submitted in accordance with the Invoice and Payment Terms attached hereto as **Exhibit E**, during the term of this Agreement.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form

required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. BONDS. Pursuant to § 38-26-105 and -106, C.R.S., as amended, the Contractor shall furnish to the District, prior to commencing the Services, a performance bond and a payment bond. Each bond shall be issued by a surety company authorized to transact business in the State of Colorado and otherwise acceptable to the District, in a penal sum equal to one hundred percent (100%) of the total compensation payable under this Agreement, as security for the Contractor's faithful performance of, and payment of, all obligations under this Agreement.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. <u>ASSIGNMENT</u>. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

18. <u>SUB-CONTRACTORS</u>. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement . The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in

accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. PERFORMANCE REMEDIES. In addition to, and not in limitation of, any other rights or remedies available under this Agreement, at law, or in equity, if the District reasonably determines that: (a) the Contractor has performed deficient, defective, untimely, or nonconforming Services; (b) the Contractor has violated applicable Laws; (c) the Contractor has created a condition that threatens public health, safety, or District property; or (d) the Contractor has otherwise breached this Agreement, (each, a "Performance Default") the District may, upon written notice to the Contractor, immediately withhold payment due to the Contractor in an amount reasonably related to the Performance Default. The District's right to withhold shall apply to amounts due or to become due under this Agreement.

a. Upon written notice of a Performance Default, the Contractor shall commence correction of the identified deficiency within five (5) business days and shall diligently pursue correction to completion within fifteen (15) calendar days thereafter, or such longer period as the District may approve in writing based on the nature of the deficiency (the "**Cure Period**"). If the Contractor fails to commence or diligently pursue correction within the Cure Period, or if the District reasonably determines that immediate action is necessary to protect persons, property, or the public interest, the District may, without waiting for expiration of the Cure Period, undertake or cause to be undertaken such corrective or remedial actions as the District deems necessary. The Contractor shall be liable for, and shall reimburse the District for, all reasonable and documented costs and expenses incurred by the District in connection with such corrective action, including administrative costs, consultant fees, and attorneys' fees (collectively, "**Corrective Action Costs**"). The District may invoice the Contractor for Corrective Action Costs, which shall be due within thirty (30) days of the invoice date. In addition to any other remedy, the District may offset Corrective Action Costs, in whole or in part, against any sums then due or thereafter becoming due to the Contractor under this Agreement.

b. The rights and remedies set forth in this Section are cumulative and may be exercised independently of, or in conjunction with, termination, indemnification, or any other remedies provided in this Agreement or available at law or in equity. The District's exercise of offset, withholding, or self-help corrective action rights shall not be deemed acceptance of defective or nonconforming Services, nor shall it constitute a waiver of any claim for additional damages or other relief.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Blackstone Metropolitan District
c/o Brightstar District Management LLC
9351 Grant Street, Suite 500
Thornton, CO 80229
Attention: Lucas Nishimoto
Phone: (303) 551-8890
Email: lnishimoto@brightstarcolorado.com

With a Copy to: WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron
Phone: (303) 858-1800
E-mail: hhartung@wbapc.com

Contractor: Environmental Designs, LLC
12511 E 112th Avenue
Henderson, CO 80640
Attention: Shawn Crick
Phone: (303) 901-5607
Email: shawn.crick@environmentaldesigns.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

33. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq*., C.R.S.

35. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

36. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories

hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Lisa Monahan
Lisa Monahan (Sep 2, 2026 13:20:25 PDT)
Officer of the District

ATTEST:

By: Kathleen Ryan Morgan
Kathleen Ryan Morgan (Sep 2, 2026 12:23:08 MDT)

[District's Signature Page to Independent Contractor Agreement for Irrigation System Installation Services with Environmental Designs, LLC, dated August 18, 2026]

CONTRACTOR:

ENVIRONMENTAL DESIGNS, LLC, a Colorado limited liability company

____

____
Printed Name

____
Title

[Contractor's Signature Page to Independent Contractor Agreement for Irrigation Installation Services with Blackstone Metropolitan District, dated August 18, 2026]

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

EXHIBIT A
Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Weathertrak Et Pro3 Controller

Weathertrak controllers are state-of-the-art EPA WaterSense certified ET weather-based controllers. These controllers have a cellular modem built into them and they are linked to professionally maintained weather stations. These controllers download pertinent local weather information once every 24 hrs, prior to programmed start, and formulate customized irrigation programs so that your landscape is irrigated based upon real-time weather information. All programming is done through the internet. There are reporting features available to monitor the watering on the property and electrical faults with this system. The landscape contractor is able to manipulate the programming of the controller remotely, including manually stopping the water for any reason remotely without sending a tech to the property.

Weathertrak does have an annual subscription fee payable directly by the property to Weathertrak. Subscription plans are $150 annually for each controller after the first year. The price reflected in this proposal is the price for installation of the hardware and configuration of all data in order to activate your new controller.

This proposal includes the cost of:

- **Removal and disposal of all of the old and existing controller hardware**
- **Proper mounting for the new controllers on new pedestal installation molded for the WeatherTrak hardware**
- **Installing the necessary wire conduits and fittings for securely housing all wiring, including the installation of new control wire with proper splices and junction boxes where necessary to ensure that the controller and system functions properly.**
- **The time necessary to collect all of the specific data for programming and entering zone configurations into the new controller account online.**
- **A wireless rain sensor should be installed with each controller in order to keep the system efficient. As needed these are included in this proposal.**
- **Installation of a heavy duty LED indicator power surge arrestor on the input/line voltage side to protect the expensive hardware against damage from power surges**

As the maintenance contractor, there is no additional labor charges to the District for the time needed to adjust the controllers over the season to reach maximum efficiency. If another vendor installed the controllers on behalf of the District, EDI would bill T&M for the time to correct and tune programming until such time that it was at a maintenance level and fell back under the terms of our maintenance agreement with the District.

There are only 15 controllers recommended for upgrade at this time. Six of the existing 21 controllers have what is commonly known as a Two-Wire or Decoder system between the controller and irrigation zone valves. Two convert those to the Weathertrak platform is many additional thousands of dollars in materials and labor per controller due to each existing decoder having to be replaced to a compatible WeatherTrak decoder plus the time to program each decoder.

Description	Quantity	Unit
Controller - Weathertrak PRO3 36 Sta	15.00	EA
Controller - Pedestal Weathertrak Pro3 - Standard Coat	15.00	EA

Group Total **$209,500.00**

EXHIBIT A
Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

RainBird IQ Cartridge Upgrade

Rainbird with the IQ platform controllers are state-of-the-art EPA WaterSense certified ET weather-based controllers. These controllers have a cellular modem built into them and they are linked to the Accu-Weather network. These controllers download pertinent local weather information once every 24 hrs, prior to programmed start, and formulate customized irrigation programs so that your landscape is irrigated based upon real-time weather information. All programming is done through the internet. There are reporting features available to monitor the watering on the property and electrical faults with this system. The landscape contractor is able to manipulate the programming of the controller remotely, including manually stopping the water for any reason remotely without sending a tech to the property.

The IQ platform does have an annual subscription fee payable directly by the property to Rainbird. Subscription plans are $150 annually for each controller after the first year. The price reflected in this proposal is the price for installation of the hardware and configuration of all data in order to activate your new controller.

This proposal includes the cost of:

- **Installation of the IQ cartridge to the six RainBird Two-Wire controllers on site**
- **The time necessary to collect all of the specific data for programming and entering zone configurations into the new controller account online.**
- **A wireless rain sensor will be installed as needed with this proposal.**
- **Installation of a heavy duty LED indicator power surge arrestor on the input/line voltage side to protect the expensive hardware against damage from power surges**

Description	Quantity	Unit
IQ4G Communication Cartridge	1.00	EA

Group Total **$18,000.00**

___________ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Project Discount

If approving this project in whole for immediate installation, the following discount will be applied to this proposal:

Description	Quantity	Unit
Project Discount	1.00	EA

Group Total **-$10,000.00**

___________ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Flow Sensor install

Install 8 flow Sensors for all Controllers, to include installation and programming of flow sensor. Will work to measure Volume of water moving through the mainline pipe. it will communicate with controller and flag any flow of water passed the threshold due to any irrigation breaks and will stop irrigation to avoid major water waste

Description	Quantity	Unit
Flow Sensor	8.00	EA

Group Total **$32,019.27**

TOTAL PRICE: $239,519.27; total price minus the $10,000 reduction to total price as project was approved in whole.

EXHIBIT B
CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate; and $1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

    a. premises operations;
    b. personal injury liability without employment exclusion;
    c. limited contractual;
    d. broad form property damages, including completed operations;
    e. medical payments;
    f. products and completed operations;
    g. independent consultants coverage; and
    h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

    This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ENVIRONMENTAL DESIGNS, LLC

is a

Limited Liability Company

formed or registered on 01/12/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951004200 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/28/2026 that have been posted, and by documents delivered to this office electronically through 08/31/2026 @ 10:42:43 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/31/2026 @ 10:42:43 in accordance with applicable law. This certificate is assigned Confirmation Number 18973541 .

Jena Griswold

Secretary of State of the State of Colorado

End of Certificate*

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

INVOICE AND PAYMENT TERMS

1. Invoice Submittal:

1.1. Submission Deadline: All invoices must be submitted by the 20th of the month (the "Invoice Deadline") and no later than 90 days after the completion of the Services ("Submission Deadline"). Any invoice received after the Invoice Deadline will be processed the following payment cycle. Any invoice received after the Submission Deadline will not be processed or paid.

1.2. Format: Invoices should be submitted electronically in PDF format to blackstonemd@bill.com.

1.3. Required Information: Invoices must include the following details:

- Name and address of contractor
- Invoice number
- Date of issue
- Date work was performed
- Description of goods/services provided
- Quantity or hours of service rendered
- Unit price and total amount
- Any applicable taxes or fees
- Total amount due
- Any other reasonable information required by the District to process payment of the invoice, including project or cost codes

1.4 Correctness: It is the responsibility of the invoicing party to ensure that all information provided in the invoice is accurate and reflects the agreed-upon terms of the contract, including verifying materials and services were delivered and provided as specified in the contract. The District shall be charged only for the actual time and direct costs incurred for the performance of the services. Sales tax should not be included on the invoice as the District is exempt from sales tax.

2. Review and Objection:

2.1. Review: The District will review the invoice for accuracy and compliance with the terms of the Agreement.

2.2. Objection Procedure: In case of any discrepancies or objections, the District shall promptly notify the invoicing party in writing, specifying the nature of the objection and providing supporting documentation, if applicable.

2.3. Resolution: Upon receipt of a valid objection, the invoicing party shall investigate the matter promptly and work with the District to resolve any issues in a fair and timely manner.

3. Payment Policy:

3.1. Due Date: Payment of undisputed invoices shall be made 45 days from the date of receipt of (i) a timely, satisfactory, and detailed invoice in the form required by this policy and (ii) if applicable, a reasonably satisfactory and detailed monthly report as required by the contract, for that portion of the services performed and not previously billed. The District may determine to waive or extend the deadline for filing the monthly report, or may make payment notwithstanding a delay in filing the monthly report, upon reasonable request, if it is in the interest of the District to do so.

3.2. Payment Methods: Payments shall be made via Bill.com.

3.3. Payment Confirmation: Upon request, the District will provide the invoicing party with confirmation of payment, including any transaction references or identifiers.

3.4. Disputed Amounts: Disputed amounts shall be handled in accordance with the review and objection procedure outlined in Section 2 of this policy.

BLACKSTONE METROPOLITAN DISTRICT
CONTRACT

Name of Contractor/Provider/Consultant: Sticks Handyman Services LLC
Title of Agreement/Contract: Repainting Mailboxes
Agreement/Contract Date: September 11, 2026

This Contract (this "Agreement") is made by and between Blackstone Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective as of the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "**Services**"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in this Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. The District shall provide compensation for the Services provided under this Agreement in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of such expenses being incurred. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. The Contractor shall promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor, and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. **The Contractor is not entitled to receive workers' compensation benefits or unemployment insurance benefits from the District and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this Agreement.** The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor guarantees and warrants that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement, at its sole expense, to the reasonable

satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate; and $1,000,000 umbrella; (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage; and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations, nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current

expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the §§ 24-10-101, *et seq*., C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District:	**Contractor:**
By: Lisa Monahan Lisa Monahan (Sep 11, 2026 15:26:07 PDT)	By: Russel York Russel York (Sep 14, 2026 14:11:14 MDT)
Name: Lisa Monahan	Name: Russel York
Title: President	Title: Owner

[Signature Page to Independent Contractor Agreement with Sticks Handyman Services LLC]

Exhibit A

Scope of Services/Compensation Schedule

Sticks handyman services llc

688 Skeel Street | Brighton, Colorado 80601
303-618-7101 | Yeww19@outlook.com

RECIPIENT:

Blackstone Metropolitan District
7777 South Country Club Parkway
Aurora, Colorado 80016

Quote #281	
Sent on	Aug 03, 2026
Total	**$5,314.24**

Product/Service	Description	Qty.	Unit Price	Total
Labor		48	$100.00	$4,800.00
Material	Sanding panes, trash bags, numbers, letters, tape, plastic, PPE	1	$300.00	$300.00
Paint	Sandstone paint, white primer	1	$214.24	$214.24

Total **$5,314.24**

This is a quote to clean, paint and apply new stickers to the mailboxes throughout the subdivision.

This quote is valid for the next 30 days, after which values may be subject to change. All work comes with a 1-year workmanship warranty.

Design Guidelines Update
Blackstone Metropolitan District

Task and Fee Proposal
September 14, 2026

ARCHITERRA GROUP

Personnel Hourly Rate	**Principal** $155/hr	**Project Designer** $100/hr	**Expenses**	**Total Cost**
Feasibility Study				
Review existing guidelines; meet with client to discuss desired updates	4			$620
Provide redline for Section 2.41, Table B, and Section 4.15	6			$930
Create xeriscape/waterwise plant list	2			$310
Create three front yard design concepts	24	16		$5,320
Attend review meeting	2			$310
Finalize Section 2.41, Table B, and Section 4.15	4			$620
Finalize three front yard design concepts	8	10		$2,240
Project management, coordination, and expenses	2	4	$500	$1,210
Subtotal hours per task	52	30		
Subtotal cost per task	$8,060	$3,000	$500	**$11,560**

Assumptions:
- ~ The intent of the project is to update the listed sections/table in the Blackstone Metropolitan District Design Guidelines
- ~ Front yard design concepts will utilize a typical front yard layout and provide three different options to beautify the space while the approved design guidelines.
- ~ Front yard design concepts will provide recommendations and layout for: turfgrass, xeric/waterwise planting, paved front door access, and minimal decorative features such as a berm, a fence, or landscape boulders.
- ~ Front yard design concepts will be rendered and labeled.
- ~ Irrigation system design and recommendations are not included in this scope.

henry
design
group

Landscape Architecture • Planning • Entitlements

September 21, 2026

Lucas Nishimoto
District Manager
Brightstar District Management
9351 Grant Street, Ste 500
Thornton, CO 80229

Sent via email: lnishimoto@brightstarcolorado.com

RE: Review and Revisions to Blackstone Country Club Residential Improvement Guidelines

Dear Lucas,

Thank you for considering The Henry Design Group, Inc. to provide landscape architecture services for the review and revisions of the Blackstone Metropolitan District's Residential Improvement Guidelines for Blackstone Country Club. We sincerely appreciate the opportunity to submit the following proposal and look forward to the possibility of working with you and the District on this redraft of landscape Xeriscape criteria.

This Proposal/Letter of Agreement is based on the Assumptions and Scope of Services outlined below and reflects on our previous discussions with you and the request included in the Request for Proposals dated September 10, 2026.

This Letter Agreement is between The Henry Design Group, Inc. ("Consultant") and Blackstone Metropolitan District. This document sets forth the terms under which The Henry Design Group, Inc., agrees to perform those obligations outlined in the Scope of Services for the Blackstone Metropolitan District.

ASSUMPTIONS

In preparing this Proposal, The Henry Design Group, Inc. has made the following assumptions:

1. The Client will provide and/or make available to Consultant all support information and documentation appropriate for the work to be performed.
2. It is assumed the revised text will be incorporated into the existing working documents. HDG will incorporate and format the revised text into the main document upon receipt of a file that can be edited.
3. It is understood that the neighborhood is located in the City of Aurora and some City regulations will apply as well.

4. It is understood that the Blackstone Design Review Committee (DRC) is responsible for enforcing the Standards.
5. It is understood that the Declaration of Covenants, Conditions, and Restrictions (CC&R's) are the controlling document for the Community.
6. It is understood that the Blackstone Metro District Board, through its appointed DRC reviews and determines the acceptability of the proposed landscape for the lots.
7. Metro District/Builder shall provide typical home footprints in AutoCad for use in the preparation of the front yard design alternative.

SCOPE OF SERVICES

The following tasks are included in this proposed Scope of Services as requested in the Request for Proposals.

- Research and review of documents that may affect the proposed Xeriscape revisions including the CC&Rs (for consistency), the recorded Site Plan for the property, and the City of Aurora Landscape and Irrigation regulations.
- Update and revise Section 2.41 (p. 13) to adhere to current legislative and municipal guidelines including, but not limited to, xeriscaping or water-wise measures.
- Update and revise Table A (p. 15) to adhere to current legislative and municipal guidelines including, but not limited to, xeriscaping or water-wise measures.
- Update and revise Table B (p. 16-18) to adhere to current legislative and municipal guidelines including, but not limited to, xeriscaping or water-wise measures.
- Update and revise Section 4.15 (p. 30) to adhere to current legislative and municipal guidelines including, but not limited to, xeriscaping or water-wise measures.
- Create a xeriscape or water-wise plant list similar to Section 4.15 to be added to the existing guidelines.
- Create three front yard design schemes to be used by residents as pre-approved layouts for xeriscaping or water-wise options. These three designs will be reviewed with the district's landscaping committee subject to final approval.
- Provide criteria for transition of rear yard xeric landscape to golf course.
- Revisions to the proposed Design Standards based on comments from the DRC/Metro District Board.
- Coordination with the DRC Landscape Committee and District Board during the drafting and review process (Assume 6 hours).
- Finalize document for presentation to the DRC, District Board and Landscape Committee.

FEE SCHEDULE

The Henry Design Group, Inc., shall provide professional design services on an hourly not to exceed basis as outlined below. The hourly rates used in the preparation of the estimated fees are as follows:

Sr. Principal:	$175.00
Jr. Principal:	$125.00
Project Manager/ Landscape Architect:	$110.00

The fees associated with the labor effort described herein are $8,000.00

ALL TASKS WILL BE BILLED HOURLY ON A NOT TO EXCEED BASIS based on the Scope of Service outlined herein. Any services and/or products required beyond this Scope of Services in response to Client needs or requirement the fees associated with the affected portion described herein may also change. All such changes and/or additions to the Scope of Services shall be undertaken upon acceptance of a Task Order approved by the Client. The Client will not be invoiced for services included in this Scope of Services which are not performed.

All expenses, including but not limited to, printing, xerography, reprographic and photographic reproductions, mileage, materials, supplies, facsimiles, postage, delivery service, sign posting, and out of pocket expenses incurred in connection with this project shall be paid in addition to the fees for professional services. Submittal and review fees, if any, shall be paid by the Client. All reimbursable expenses will be itemized on the invoice.

Fees for professional services and expenses will be mailed to the Client on or before the 20th day of each month for services rendered through the last day of the preceding month and shall be due and owing to HDG, Inc. on the 20th day of the following month. Payment not received within 45 days from the date of posting will accrue interest at a rate of 1.5% per month.

GENERAL PROVISIONS

If this proposal is accepted, under the terms of this agreement, specific tasks or additional planning services may be added in the form of a "Task Order" for each service. Each Task Order shall refer to this Agreement and upon execution by the Client and Consultant shall be incorporated into this Agreement. The Task Order shall specify the services to be performed and the estimated budget.

If this proposal is acceptable, please return a signed copy via email of this proposal to HDG, Inc. as our authorization to proceed. However, this proposal shall be deemed accepted upon receipt by The Henry Design Group, Inc. of an executed copy of this proposal or verbal authorization commencing services, whichever occurs first. Notwithstanding the foregoing, if not executed within sixty days, this proposal is voidable at the sole discretion of The Henry Design Group, Inc.

We look forward to the opportunity to provide design services for this project, and we will do our utmost to provide the Blackstone Metropolitan District with the benefit of our planning and design experience in the preparation of similar design standards. We are committed to providing the resources necessary to assure prompt responses and attention to your schedule, goals, and objectives.

If there is any additional information that we can provide, or if you have any questions or concerns with any segment of this proposal, please do not hesitate to call.

Very yours,

Karen E. Henry

Karen Henry, Principal
Henry Design Group, Inc.

ACCEPTED BY: Blackstone Metropolitan District

Name Date

NORRIS DESIGN
PEOPLE + PLACEMAKING

1101 Bannock Street
Denver, CO 80204
303.892.1166

09/21/2026

Blackstone Metro District
Lucas Nishimoto
9351 Grant Street, Ste 500
Thornton, CO 80229
lnishimoto@brightstarcolorado.com

Blackstone CC Residential Lot Guidelines
Aurora, CO

PROJECT DESCRIPTION

Norris Design will assist the Blackstone Metropolitan District in updating its existing residential landscape design guidelines to align with current Colorado legislation, municipal requirements, and best practices for waterwise and xeriscape landscaping. The project includes review and revision of key guideline sections and landscape standards, development of a recommended waterwise plant palette, and preparation of three pre-approved front yard design concepts. It's intended that residents will use these as models for future landscape improvements. Working closely with District representatives, we will ensure the updated guidelines will support water conservation goals while maintaining the community's desired aesthetic character and design quality.

SCOPE OF SERVICES

1. Meetings and Coordination

Norris Design will participate in project coordination and meetings with the Client and project team to support the advancement of project objectives. Coordination efforts will include scheduling, communication, document exchange, and issue resolution throughout the duration of the project. We anticipate that all meetings will be held virtually via Zoom or similar. Additional meetings may require additional services.

Task includes:

1. Project Kickoff Meeting (1)
    - Establish the project schedule
    - Assist with the selection of typical lot parameters to represent in landscape templates
    - Review community goals and objectives regarding water use and aesthetics
    - Identify additional data needs and sources of information
2. Design Development Meeting (1)
    - Review Landscape Design Concepts with Metro District and Landscape Committee representatives to ensure fulfillment of the following:
        - Community goals and objectives
        - Landscape plan aesthetics
        - Preferred direction of the plant list updates
        - Water usage goals

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2. Schematic Design

Norris Design will begin the design for the project by gaining understanding of the existing residential community guidelines and conditions. This task includes information gathering, goal setting, preliminary programming, and landscape concept design. Norris Design will coordinate with the Client throughout this task. Concept design plans will be completed to a level to illustrate spatial relationships, scale, and forms across hardscape and landscape elements of the site. We will not be developing a full schematic design drawing package.

Task includes:

1. Gather all necessary base information and other materials needed to begin the project
2. Create formatted project base files
3. Review applicable codes, requirements, and site constraints
4. Develop conceptual residential front yard design options (up to 3) for initial review

Deliverables include:

A. Conceptual Front Yard Design Options (3)
B. Preliminary plant list recommendations

3. Design Development

Typical Front Yard Landscape Design Plans

Norris Design will further refine the three options. These will only include front yard areas (no backyards). We anticipate one of the three plans will illustrate a corner lot including a side yard design adjacent to a street. This task will involve design development considering materials and methods of construction.

Includes:

1. Refine the concept design alternatives addressing Client feedback into Typical Front Yard Landscape Design Concepts
2. Develop preliminary opinion of probable cost for landscape, irrigation, and site work
3. Provide the Typical Front Yard Landscape Design Concepts and review with Metro District and Landscape Committee representatives
4. Develop (1) minor revision(s) to the design drawing set based on Client review and value engineering requests, for Client and Landscape Committee approval
5. Complete QA/QC review

Residential Improvement Guidelines Updates

Norris Design will research and refine the Blackstone CC Residential Improvement Guidelines for All Lots as described in the tasks. We anticipate providing guidelines content from this Scope of Services to the Client in a format suitable for final assembly by others. Full revision and incorporation of new content in the Metro District Guidelines document is not included.

Includes:

6. Address changes in the current Residential Improvement Guidelines in conjunction with front yard landscape plan option development from the Schematic Design task.
7. Update and revise Section 2.41 (Landscaping Approval Requirements) to adhere to current legislative and municipal guidelines including xeriscaping or waterwise measures.
8. Update and revise Table B (Xeric Landscape Option)

9. Update and revise Section 4.15 (Suggested Plant List)
10. Develop a Waterwise Plant List to be added to the existing guidelines

Deliverables include:

A. Opinion of Probable Cost
B. Typical Front Yard Landscape Design Plans (3 Alternatives) for review
C. Final approved Front Yard Design Plans

ASSUMPTIONS

The Client will provide Norris Design with the following information or services as required for performance of the work outlined in the "Scope of Services" section of this proposal. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services will be negotiated under a Change Order/Additional Services Request, signed by an authorized representative of Norris Design and the Client.

1. Lot selection and lot layout information to be used for typical lot design schemes
2. Editable Blackstone Residential Design Guidelines document

Norris Design will not be responsible for information provided to Norris Design by the Client or other project team members or third parties not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information under a written scope of services signed by an authorized representative of Norris Design.

EXCLUSIONS

All specific deliverables for this project are identified within the Scope of Services. The following information is not a part of this proposal and must be provided under a separate agreement or separately negotiated under a Change Order/Additional Services Request, signed by an authorized representative of Norris Design and the Client.

1. 3D modeling
2. Additional Landscape or Irrigation Design
3. Additional Meetings (other than those identified within this agreement)
4. Aerial/drone photography
5. As-Builts
6. Construction Assistance and Construction Bidding
7. Construction Documents
8. Custom furnishings or site structure detailing
9. Delivery of project in BIM / Revit or any other 3D modeling program
10. Development Coordination and Entitlement Documents
11. Visual Communications (other than those identified within this agreement)
12. Landscape Operations and Maintenance Manual (can be provided for additional services)
13. LEED, SITES, or other certification processes/documentation
14. Retaining or seat wall detailing

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SCHEDULE

Any project schedule(s) included in this proposal will only be used to guide the project team during the process based on the best information available to the project team. Milestone dates on the project schedule will be identified as goals for the project team to attain. Periodic changes to the schedule are typical and should be anticipated by the Client. Norris Design does not guarantee that specific dates on the schedule will be met.

This proposal is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of this proposal and the terms and conditions attached hereto as Schedule 1 (the “Terms and Conditions”). If the project start is delayed or goes on hold for more than sixty (60) days from the start of work, the standard hourly rates and/or total fee may be subject to change, and Norris Design may terminate this proposal and the Terms and Conditions.

FEES AND EXPENSES

Landscape Architecture	
Meetings and Coordination	$1,400.00
Schematic Design	$5,500.00
Design Development	$12,000.00
TOTAL	**$18,900.00**

A. Contract Type
   a. Estimated Fees – The fees for each task are an estimate. Norris Design will notify the Client if the scope of services outlined in the proposal requires a Change Order/Additional Services Request. If the scope of services changes Norris Design will provide Client with a written Change Order/Additional Services Request.
B. Norris Design will invoice monthly based on the contract type described above (A.).
C. Expenses, including but not limited to printing costs, travel, and other miscellaneous project costs will be billed in addition to the fees at cost plus ten percent (10%). Mileage will be reimbursed at the Federal Government allowable rate.
D. Revisions exceeding Minor Revisions (defined as any revision requiring less than twenty-five percent (25%) of the original time spent on a drawing, document, or total task item), additional tasks, or any increases or changes to the Scope of Services outlined above requested by the Client will require a written Change Order/Additional Services Request or will be billed at Norris Design’s then-current hourly rates.

HOURLY RATES

Principal	$185.00 - $285.00/Hour
Senior Staff Member	$125.00 - $190.00/Hour
Staff Member	$ 95.00 - $130.00/Hour
Clerical	$ 75.00 - $100.00/Hour

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AGREEMENT AND SIGNATURE

Norris Design will provide the services described within the Scope of Services as identified in this proposal. The services and this proposal will be subject to and governed by in all respects to the Terms and Conditions. The Client understands and agrees that the Client's signature below constitutes a valid and binding agreement to this proposal and the Terms and Conditions.

If this proposal and the Terms and Conditions are acceptable, please sign via electronic signature. We look forward to working with you on this project.

NORRIS DESIGN, INC.	BLACKSTONE METRO DISTRICT
Name	Name
David Lane, Principal	
Title	Title
09-21-26	
Date	Date

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NORRIS DESIGN TERMS AND CONDITIONS

1. GENERAL; DURATION OF PROPOSAL; TERM. Consultant's provision of services to Client (the "Services") is subject to Consultant's written proposal or other statement of work ("Proposal") and these terms and conditions ("Terms") (the Proposal and Terms are collectively called "Contract"). Any other terms or conditions proposed by Client (written or verbal) are rejected and shall be of no effect nor in any circumstances binding upon Consultant unless specifically agreed to in writing by Consultant's authorized representative. Client shall be deemed to have accepted and agreed to all Terms contained in this Contract upon the earlier of acknowledgement of this Contract or acceptance of any part of the Services. Unless otherwise specified in the Proposal, the term of this Contract shall commence on the commencement of the Services and will continue for a period of twelve (12) months unless sooner terminated as provided in this Paragraph 1. This Contract shall automatically renew for successive one (1) year periods; provided, however, either party may terminate this Contract: (a) in the event of a material breach by the other party that is not cured within seven (7) days after written notice of such breach; or (b) for any reason upon thirty (30) days' advance notice to the other party.

2. INDEPENDENT CONTRACTOR; Client DUTIES. Consultant is an independent Contractor. Consultant shall not, for any purpose, be deemed an agent, employee, partner or legal representative of Client. In addition to any other responsibilities set forth in the Proposal, Client shall: (a) timely furnish or cause to be furnished to Consultant all documents and information known to Client required by Consultant for performance of its Services, upon which documents and information Consultant may rely, and examine and respond promptly to Consultant's submissions; (b) not interfere or impair Consultant from performing the Services; (c) designate a person to act with authority on Client's behalf with respect to all aspects of the project; (d) give prompt written notice to Consultant if Client is aware of any alleged deficiency in the Services; and (e) comply with any other requirements set forth in the Proposal, including insuring quality control and inspection of the supply of any raw materials provided by Client or its agents to be incorporated in the Deliverables (defined herein). Client shall be fully responsible for compliance with all applicable laws relating to the operation of its business.

3. CONFIDENTIALITY. Each of Client and Consultant shall maintain as confidential and not disclose to others without the disclosing party's prior written consent all information obtained from such disclosing party that was not otherwise previously known to the receiving party and which the disclosing party conspicuously identifies or marks as "CONFIDENTIAL." The foregoing shall not apply to information that: (1) is or comes into the public domain without breach of this Agreement or atthe receiving party's request in furtherance of the Services; (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential; or (3) is required to be disclosed by law or order of a court, administrative agency, or other authority with proper jurisdiction. Subject to the foregoing, any information, suggestions, or ideas transmitted by the disclosing party to the receiving party in connection with the performance of this Contract shall not be regarded as secret or submitted in confidence, except as may be otherwise provided in writing.

4. DELIVERABLES. All documents, including drawings, plans, and specifications prepared or furnished by Consultant are instruments of service in respect of the project ("Deliverables"). Client may use the Deliverables as set forth in the Proposal subject to the Consultant's receipt of the compensation agreed upon in the Proposal and the terms set forth in this Contract. Further, Consultant shall retain Ownership of its typical or standard design details, instructions, and specifications that are used by Consultant in the ordinary course of Consultant's business (the "Standard Details"). Consultant hereby grants to Client a non-exclusive, transferable, irrevocable, and royalty-free license to use and copy the Standard Details to the limited extent necessary for Client to exercise those rights in and to the Deliverables granted hereunder. Client shall not use in any manner whatsoever the trademarks or trade names of Consultant without Consultant's prior written consent. Consultantmay utilize any Deliverables for marketing and promotional purposes. Client shall use Deliverables solely for their intended purpose. Client shall not permit the use of Deliverables on other projects, or assign, license or transfer Deliverables to any third party without Consultant's prior written consent. Any reuse or adaptation by Client other than for the use intended without Consultant's written consent and release is prohibited. For example, preliminary level designs may not be utilized for entitlement documents, and entitlement level documents may not be utilized for construction. Revisions to construction documents prepared by Consultant may not be made by Client or any third party. Consultant may supply single layered graphics files and videos for Client's use and may retain the layered files and 3D models. If Client requests any such documentation after completion of the project, Consultant may charge for the time it spends processing such request on a time and materials basis, including, but not limited to, all costs for responding to any legal subpoenas for disputes in which Client is involved. Upon Consultant's request, Client shall return any Deliverables or documents whether possessed by Client, municipal governments, or other third-party entities if invoices are not paid in full.

5. FORCE MAJEURE EVENT. Delivery dates, project deadlines, and schedules are good faith estimates only, are based upon prompt receipt of all necessary information from Client, and are subject to assumptions and qualifications set

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forth in the Proposal. Consultant shall not be liable for delays in delivery or performance, or failure to deliver or perform, due to causes beyond its control, including without limitation acts of God or of the Client; acts of civil or military authority; acts of terrorism; governmental priorities; power outages; strikes or other labor disturbances; fires, floods, epidemics, quarantine restrictions, war or riot; delays in transportation; inability to obtain necessary labor, materials, components, services, manufacturing facilities; or any other commercial impracticability. In the event of any such delay, the delivery or performance shall be extended by the time lost due to the delay.

6. FEES. Client shall pay Consultant the fees and expenses stated in the applicable Proposal, including the retainer (if applicable), which shall be paid by Client prior to the commencement of the Services and applied to the balance of any outstanding invoices upon the completion of the Services. Consultant may revise its rates annually.

7. PAYMENT. Payment will not be subject to the approval of the project and/or the cash flow status of the Client. Non-payment of any invoice over thirty (30) days constitutes Client's breach, and, in such event, in addition to any and all remedies available at law or in equity, Consultant may stop services until the account is brought current, charge interest on overdue amounts at the rate of one and one-half (1.5%) percent per month (or eighteen (18%) percent per year) or the highest amount allowed by law (whichever is less), recover any reasonable direct costs associated with demobilization, and/or change any credit terms provided or require prepayment on future orders. If Consultant retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees and court costs, shall be paid by Client. Any order for Services by Client shall constitute a representation and warranty that Client is solvent and able to satisfy its debts as they become due and owing. Upon Consultant's request, Client shall promptly furnish to Consultant on a confidential basis sufficient evidence of its solvency.

8. Change Order/Additional Services RequestS/ADDITIONAL SERVICES. The parties may agree in writing to a change or addition in the scope of Services. As soon as reasonably practicable following Client's request for such changes or additions, Consultant shall provide a revised or new scope of work, Deliverables, schedule, and price (a "Change Order/Additional Services Request"). Change Order/Additional Services Requests/Additional Services shall be issued by Consultant in the event: (a) the Parties reach agreement in response to a request by either Party for a change or addition in Services; (b) as a result of a Force Majeure event, as described in paragraph 5, that causes Consultant to incur additional costs and/or requires additional time for completion of the Services; and/or (c) any request made by the Client to vary, waive, or modify existing code requirements. A Change Order/Additional Services Request/Additional Services request by Consultant shall be deemed accepted unless Client notifies Consultant within five (5) days in writing that such Change Order/Additional Services Request/Additional Services request has been rejected. If the Change Order/Additional Services Request/Additional Services request by Consultant is rejected by Client, Consultant shall have the right to terminate this Contract and stop performance, and Client shall promptly pay all compensation then due for all Services performed as of the date of such termination. If the parties agree upon all terms and conditions, except price, a Change Order/Additional Services Request shall be issued, and Consultant shall perform the Services on a time and material basis pursuant to Consultant's then current standard hourly rates.

9. STANDARD OF CARE; LIMITED WARRANTY; DISCLAIMER.
Consultant will perform the Services in accordance with the standard of care used by reasonable persons of the industry practicing under similar circumstances ("Limited Warranty"). Except as otherwise provided in the Proposal, the Limited Warranty shall expire one (1) year from the substantial completion of the project. All estimates, recommendations, opinions, and decisions of Consultant will be made upon the basis of the information actually known and available to Consultant and based upon Consultant's experience, technical qualifications, and professional judgment. Any such opinions, recommendations and opinions are not a guarantee or warranty as to a specific outcome or result. **CONSULTANT EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES** including, but not limited to, loss of profits or revenues; damage or loss of use of the Services or any associated equipment, components, goods, services, systems, operations; cost of capital; cost of substitute products, facilities, services, or replacement power; recall costs of whatsoever kind; down time costs; claims of Client's customers for such damages that were in any way derived or resulted from the use or nonuse of any Services recommendations, data, services, or analysis performed or delivered by Consultant in connection with this Contract. Client's sole remedy and **Consultant's maximum liability to Client for any and all loss or damage hereunder, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, and arising out of or resulting from this Contract, or from its**

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performance or breach, or from the Services furnished under this Contract, shall be limited in Consultant's sole discretion to the repair, replacement or re-performance of the delivered Services or refund of the actual price paid by Client for the specific Services that gave rise to the claim. Any such liability shall terminate upon the expiration of the Limited Warranty and no action, regardless of form, arising out of or in any way connected with the Services of Consultant shall be brought by Client no later than one (1) year after the cause of action has accrued. If Consultant furnishes Client with advice or other assistance that concerns any Services supplied hereunder or any system or equipment in which any such Services may be inserted and which is not required pursuant to this Contract, the furnishing of such advice or assistance in gratuitous and shall not subject Consultant to any liability, whether in contract, warranty, tort (including negligence and strict liability), or otherwise. Client agrees to maintain at a minimum worker's compensation and liability insurance in amounts sufficient to protect the financial security of Client. Client shall indemnify, protect, defend, and hold harmless Consultant and its affiliates and their respective members, shareholders, officers, managers, employees and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) related to Client's or its agents' or employees' acts or omissions, use or misuse of the Services, non-compliance with applicable laws and regulations, and Client's breach of this Contract including without limitation any bodily injury, death or property damage arising out of or relating to the Services including, but not limited to, recommendations, data, software, hardware, communications, goods, services, or analysis performed or delivered by Consultant to Client under this Contract.

10. Brand Identity SERVICES. As part of the Services, Consultant may develop Brand Identity materials for Client, including without limitation logos, word marks, color palettes, and other branding assets (collectively, "Brand Materials"). Consultant provides these Brand Materials based on the information supplied by Client and in reliance on Client's representations regarding its business, industry, competitors, and existing intellectual property. Consultant does not represent or warrant that the Brand Materials will be free from claims of infringement, misappropriation, or violation of any third-party intellectual property rights. Because trademark and trade dress rights arise from use, market conditions, and facts outside Consultant's control, Consultant cannot and does not guarantee the availability, registrability, or protectability of any Brand Materials. Client acknowledges and agrees that it is solely responsible for obtaining legal review of the Brand Materials, including conducting or commissioning trademark, copyright, and other intellectual property clearance searches. Client is strongly encouraged to consult with qualified legal counsel to evaluate the risk of infringement and to determine whether to pursue registration or other protections for the Brand Materials. Client shall indemnify, defend, and hold harmless Consultant and its officers, employees, and Contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's use of the Brand Materials; (b) any allegation that the Brand Materials infringe or violate the rights of any third party; or (c) Client's failure to obtain appropriate legal clearance or protection for the Brand Materials.

11. JURISDICTION; MISCELLANEOUS. This Contract, and any amendment hereto, shall be governed by the laws of Colorado (excluding its conflict of laws principles) and resolved in the exclusive jurisdiction of the courts located within the State of Colorado. The parties waive the right to a trial by jury. The prevailing party in any action at law or in equity to enforce or interpret the terms of this Contract shall be entitled to reasonable attorneys' fees and costs in addition to such other relief to which it may be entitled. The Uniform Commercial Code shall not apply. This Contract may only be assigned upon written agreement of the parties. This instrument constitutes the entire and only agreement between the parties respecting the subject matter hereof, and any representation, affirmation of fact, course of prior dealings, promise, or condition in connection therewith, or usage of the trade not incorporated herein, shall not be binding on either party. No waiver, alteration, or modification of any of these terms shall be binding upon Consultant unless the same is reduced to writing and signed by Consultant's authorized representative. The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect or impair the validity, legality or enforceability of the remainder of this Contract, and to this end, the Terms are declared to be severable. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed given if delivered by certified U.S. mail, return receipt requested or by nationally recognized overnight carrier, or e-mail, with confirmation of transmission, to the parties at the addresses set forth in the Proposal. Any parent, subsidiaries or affiliates of Consultant ("Consultant Affiliates") shall be third party beneficiaries to this Contract, but Client shall look solely to Consultant for the satisfaction of any obligations and liabilities arising from this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, agents and permitted assigns. Except for permitted successors and assigns and Consultant Affiliates, this Contract shall not operate for the benefit of any third parties. Paragraphs 3, 4, 7, 8, 9, and 10 shall survive the expiration or earlier termination of this Contract.

SECOND AMENDED AND RESTATED
RESOLUTION OF THE BOARD OF
DIRECTORS OF
BLACKSTONE METROPOLITAN DISTRICT

Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges

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WHEREAS, Blackstone Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the "**Board**") is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the "**Fees**") to properties within and without (each property individually referred to herein as the "**Property**") the District's boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, pursuant to the terms and conditions of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships," recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, as amended (the "**Covenants**"), and the District's Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, dated __________ ____, 202__, the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Covenants and/or the District's rules and regulations (any such fines imposed or other applicable charges or expenses incurred by the District in relation to any covenant or rule enforcement with respect to any owner collectively referred to herein as "**Covenant Charges**"); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the delinquent Fees and Covenant Charges shall constitute a perpetual lien on and against the property served; and

WHEREAS, any such lien for delinquent Fees may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, by this Resolution (the "**Resolution**"), the District desires to set forth guidelines for the processing and collection of unpaid Fees and Covenant Charges imposed by the District, together with any and all Late Fees, Interest, and Costs of Collections (each defined separately in this Resolution), (collectively, the "**Collection Charges**"); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees and Covenant Charges, and associated Collection Charges, and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way;

and

WHEREAS, on November 21, 2019, the Board adopted the Amended and Restated Resolution of the Board of Directors of the High Plains Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges and, on February 22, 2022, the Board adopted the Amended and Restated Resolution of the Blackstone Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges, as may be amended from time to time (the "**Prior Policy**") and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety,

NOW, THEREFORE, the Board hereby RESOLVES:

1. **Statement of Lien Guidelines**:

a. ***Perpetual Lien***. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all delinquent Fees and Covenant Charges, and associated Collection Charges, shall constitute a perpetual lien on and against the Property served by the District ("**Lien**"). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. Liens imposed for delinquent Fees and associated Collection Charges contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees and Covenant Charges, and associated Collection Charges, and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***Manager Procedures***. The District's manager, accountant or billing agent (any of which are referred to herein as the "**Manager**") is responsible for collecting Fees and Covenant Charges imposed by the District against the Property, and associated Collection Charges when such Fees and Covenant charges have become delinquent. In the event delinquent payment of Fees or Covenant Charges is delinquent, the Manager may perform the procedures listed below, with all letters and notices referenced within this Resolution being mailed to the Owner both by First-Class United States mail and by certified mail. Fees are considered delinquent when they have not been paid by their corresponding due date and Covenant Charges are delinquent when they have not been paid within 30 days of being imposed (the "**Delinquent Account**"):

i. *15 Calendar Days Past Due:* A delinquent payment "Reminder Letter" may be sent to the address of the last known owner of the Property according to the Manager's records, which may (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District's webpage where this Resolution is displayed, if available. If the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; (2) the address of the last known owner of the Property as found in the real property records of the county Assessor's Office (the "**Assessor**") for the county in which the District is located (collectively, the "**Property Address**"). The Manager may deviate from the mailing destinations as included in the Property Address if requested by the Property owner in writing.

ii. *15 Calendar Days From the Date of the Reminder Letter:* A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) notify the Property owner that a Warning Letter Fee in the amount set forth in this Resolution has been assessed; (3) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (4) referencing the url address of the District's webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *10 Calendar Days from the Date of the Warning Letter*: Once the total amount of delinquent Fees and Covenant Charges, and associated Collection Charges, owing on the Property has exceeded $150.00, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's legal counsel engaged for collection matters ("**Special Counsel**"). At the time of such referral, the Manager may be requested to provide Special Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***Special Counsel Procedures***. Upon referral of a Delinquent Account from the Manager, Special Counsel may perform as follows:

i. *Upon Referral of the Delinquent Account from the Manager*: A "Demand Letter" may be sent to the Property Address, notifying the Property owner that the Property has been referred to Special Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than 30 Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county (the "**Clerk and Recorder**") within no sooner than 10 days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than 10 Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than 10 days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all delinquent Fees and Covenant Charges, and associated Collection Charges, will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. ***Foreclosure or Bankruptcy***. In the event the Property is being foreclosed upon or the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Special Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to Special Counsel, Special Counsel may, in Special Counsel's discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account consisting of delinquent Fees and related Collection Charges has a balance of one thousand dollars ($1,000) or greater, Special Counsel may submit the account to the Board for consideration of a foreclosure action. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. The District shall not foreclose on any delinquent Covenant Charges. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. **Late Fees**:

a. Late Fees are assessed on the Property for failure to make timely payments of Fees or Covenant Charges. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **15 calendar days from the payment due date.** Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars ($15.00) may be assessed on the Property per each assessment or installment of Fees not fully paid prior to the 15^{th} calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the 15^{th} calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees or Covenant Charges until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees or Covenant Charges, as applicable.

c. Partial payment of any outstanding delinquent Fees or Covenant Charges, or associated Collection Charges, will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal

Fees and Costs; (5) the earliest imposed and unpaid Fees or Covenant Charges; (6) any successive unpaid Fees or Covenant Charges in chronological order from the earliest unpaid Fees or Covenant Charges to the most recently imposed Fees or Covenant Charges.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and Covenant Charges, and associated Collection Charges, being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount due and owing the District.

3. **Interest**: Interest charges accrue on all delinquent Fees and Covenant Charges at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. § 29-1-1102, C.R.S.

4. **Costs of Collections**: "**Costs of Collection**" include, but are not limited to, attorneys' fees and all other costs, fees and charges associated with the processing and/or collection of delinquent Fees, Covenant Charges, including fixed and/or hourly rates imposed by the management company for associated work and hourly and fixed fees imposed by Special Counsel. In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections, regardless of whether outlined above.

5. **Waiver of Late Fees, Interest and Costs of Collections**:

a. The Manager and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account balance attributable to Late Fees and Interest. Such action is permitted if either the Manager or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of delinquent Fees, Covenant Charges, and/or associated Collection Charges. Notwithstanding the foregoing, neither the Manager nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceed One Thousand Dollars ($1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars ($1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor Special Counsel is authorized to waive any portion of the Fees, Covenant Charges, or Costs of Collections. Should the Property owner desire a waiver of such Fees, Covenant Charges, and/or Costs of Collections, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or 6(b) above shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, the District's general legal counsel ("**General Counsel**") or Special Counsel, whether related to the Property in question or other properties within the District.

6. **Payment Plans**: The Manager and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or Special Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

7. **Certification of Covenant Charges to County Treasurer**: Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent Covenant Charges satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes. The certification process may be performed, by the Manager or Special Counsel, in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

8. **Acceleration and Decelerations of Fees**: The District reserves the right to accelerate and call due an entire unpaid annual Fee on any delinquent account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

9. **Ratification of Past Actions**: All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager or Special Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

10. **Additional Actions**: The Board directs its officers, staff, and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

11. **Deviations**: The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

12. **Supersedes Prior Resolutions**: This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of delinquent Fees and Covenant Charges and associated Collection Charges. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

13. **Severability**: If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this

Resolution a provision in terms similar to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

14. **Savings Provision**: The failure to comply with the procedures set forth herein shall not affect the status of any delinquent Fees, Covenant Charges, and/or Collection Charges as a perpetual Lien which, with the exception of Covenant Charges, may be subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or Special Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the delinquent Fees, Covenant Charges, and/or associated Collection Charges.

ADOPTED this ____ day of __________ 202__.

BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ________________________________
Officer of the District

Attest: ___________________________

RESOLUTION
OF THE BOARD OF DIRECTORS OF
BLACKSTONE METROPOLITAN DISTRICT

Regarding Parameters for Certification of Covenant Charges

WHEREAS, Blackstone Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships," recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, as amended (the "**Covenants**"), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the "**Board**") of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes; and

WHEREAS, the Board desires to set parameters for certification of Covenant Charges, (as defined below) to the Arapahoe County Treasurer,

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. <u>Certification Process</u>. § 32-1-1004.5(3)(b)(III), C.R.S. provides that, in addition to any other means provided by law, a board, by resolution and at a public meeting held after notice has been provided to an affected unit owner, may elect to have certain fines, penalties, and charges made or levied for covenant enforcement and design review services ("**Covenant Charges**") certified to the treasurer of the county in which the metropolitan district is located to be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107. The Board shall have sole discretion as to whether covenant charges will be certified in a given instance pursuant to this Resolution. The certification process may be performed by an authorized representative of the District or by legal counsel engaged by the District for covenant enforcement matters, in addition to or in lieu of any procedures set forth in the District's other governing documents. The fees for the certification process shall be in accordance with Colorado law and Arapahoe County's policy.

2. <u>Certification Parameters</u>. Covenant Charges related to a given owner shall not be certified for collection under the process set forth in Section 1 above unless

a. The total amount of Covenant Charges to be certified for collection from the owner by Arapahoe County is no less than $150.00 and no more than $500.00; and

b. The underlying violation(s) that gave rise to this Covenant Charges amount are related to objective violations of the District's governing documents, as opposed to subjective violations. Examples of objective violations include, but are not limited to:

i. unapproved construction activities, and prohibited uses or modifications of or additions to Lots, under current versions of the Covenants or the District's Residential Improvement Guidelines, including use of unapproved paint colors on Lot improvements;
ii. violations of the requirements and restrictions set forth in the Declaration of Solar Energy Covenants, Conditions, and Restrictions for Blackstone, recorded in Arapahoe County on February 25, 2015 at Reception No. D5018042 and recorded supplements thereto;
iii. dumping grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in or on any drainage ditch, stream, pond or lake or elsewhere on the Property;
iv. leasing violations;
v. violations involving animals;
vi. violations involving vehicles;
vii. unauthorized water use violations;
viii. grading, drainage, and utility interference violations;
ix. firearm, firework or explosives violations; and
x. criminal violations.

Examples of subjective violations include, but are not limited to,

i. failure to keep a Lot in clean and tidy condition and free of weeds and clutter;
ii. allowing improvements on a Lot to become rusty or dilapidated;
iii. noise, light, and odor violations; and
iv. business activity violations.

3. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

4. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

5. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision with terms that are similar to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

6. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution regarding policies, procedures and penalties for enforcement of the District's governing documents.

ADOPTED this ____ day of __________ 202__.

BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Officer of the District

Attest: ___________________________

SECOND AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF BLACKSTONE METROPOLITAN DISTRICT

Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents

WHEREAS, Blackstone Metropolitan District (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the "Protective Covenants for Blackstone and Mandatory Resident Social Memberships," recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, and amended by that First Amendment, recorded at Reception No. B6170752, Arapahoe County, Colorado, on December 5, 2006 and that Second Amendment, recorded at Reception No. B7135187, Arapahoe County, Colorado, on October 19, 2007, as may be further amended from time to time, and as assigned to the District in that certain Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Membership, recorded at Reception No. D0086092, Arapahoe County, Colorado on September 1, 2010 (collectively, the "**Covenants**"), the District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines (collectively, the "**Guidelines**"); and

WHEREAS, pursuant to the terms and conditions of the Covenants, the District is authorized to adopt, enact, amend, modify and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the "**Rules and Regulations**" and, collectively with the Covenants and Guidelines, the "**Governing Documents**"), and to establish and enforce penalties for the infraction of the Rules and Regulations, including the levying and collection of fines; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District which, until such fees, rates, tolls, charges and penalties are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, on September 17, 2014, the Board adopted the Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, establishing policies, procedures and penalties for violations of the guidelines, rules and regulations and other policies and procedures of the District and, on July 21, 2022, the Board adopted the Amended and Restated Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, as the same may be amended and supplemented from time to time (the "**Prior Resolution**"); and

WHEREAS, the Board desires to amend and restate the Prior Resolution to establish new policies, procedures, and penalties for violations of the Governing Documents,

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (the "**Owner**"). This Resolution is intended to serve as guidance to the Board and the District's authorized representative(s) (the "**District Representative**") and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to, or action undertaken by, the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred. The submitter of the complaint shall provide a statement describing the alleged violation, shall identify themselves, the alleged violator, if known, the date on which the violation exists or occurred, and provide any other pertinent information. At the discretion of the District, non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted.

4. Enforcement Process for Continuous Violations. Upon determining that a "**Continuous Violation**" (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the District Representative and the Board shall take the following steps, with all letters and notices referenced within this Resolution being mailed to the Owner both by First-Class United States mail and by certified mail:

a. Continuous Violation Warning Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send a "**Continuous Violation Warning Letter**" to the last known Owner of the Property according to the District's records notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Continuous Violation Warning Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Continuous Violation Warning Letter and diligently prosecute the same to completion. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Continuous Violation Warning Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the county Assessor's Office for the county in which the District is located (collectively, the "**Property Address**"). The District Representative may deviate from the mailing destinations as included in the Property Address if requested by the Owner in writing. Upon receipt of any notice regarding a Continuous Violation, an Owner may propose arrangements to cure the violation to the District Representative. A District Representative may approve or deny arrangements to cure a Continuous Violation based on what is reasonable under the circumstances. If a District Representative denies arrangements for curing a Continuous Violation they must provide the Owner notice in writing prior to imposing any fines ("**Denial Letter**"). The Denial Letter shall further state the reasoning for the denial and that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Denial Letter.

b. <u>Notice of Complaint and Opportunity to Be Heard</u>. If the Owner has not cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Continuous Violation Warning Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard ("**Fine Notice**") to the Owner at the Owner's address notifying the Owner of the Continuous Violation and that a fine will be imposed on the Owner's account pursuant to the fine schedule set forth in Paragraph 10 if the violation is not cured or no hearing is requested as set forth below. The Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Fine Notice. The District may impose additional fines with each notice sent after the Fine Notice without the necessity of providing the Owner with the opportunity for additional hearings thereafter.

c. <u>Notices of Ongoing Violation and Fine</u>. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Fine Notice, the first fine set forth in Paragraph 10 shall then be imposed, and this shall be considered a third violation for which a fine will be imposed. The District Representative shall send a notice of ongoing violation ("**Ongoing Violation and Fine Notice**") to the Owner at the Owner's Address demanding that the Owner cure the ongoing Continuous Violation and providing notice that the first fine has been imposed, and that an additional fine is being imposed on the Owner's account pursuant to the fine schedule set forth in Paragraph 10 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Violation and Fine Notice or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation and Fine Notice, this shall be considered a fourth violation for which an additional fine will be imposed. A second Ongoing Violation and Fine Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 10 of this Resolution.

d. <u>Continuous Violation</u>. In the event that a Continuous Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation and Fine Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines ("**Daily Fine Notice**") and thereafter impose a fine of up to $100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a "**Repetitious Violation**" (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Repetitious Violation Warning Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send a "**Repetitious Violation Warning Letter**" to the last known owner of the Property according to the District's records notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 180 days of the date of the Repetitious Violation Warning Letter may result in the imposition of fines. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Repetitious Violation Warning Letter to the Property Address.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 180 days of date of the Repetitious Violation Warning Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 10. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed ("**Repetitious Violation and Fine Notice**"). The first such Repetitious Violation and Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation and Fine Notice. The District may impose additional fines with each Repetitious Violation and Fine Notice sent after the first Repetitious Violation and Fine Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Impartial Decision Maker. Pursuant to Colorado law, an Owner has the right to be heard before an "**Impartial Decision Maker.**" An Impartial Decision Maker is defined under Colorado law as a person or group of persons who have the authority to make a decision regarding the enforcement of the Governing Documents, including architectural requirements, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than that of other owners subject to the same Governing Documents. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

7. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.a, 4.b or 5.b above, the District Representative shall inform the Owner in writing of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by an Impartial Decision Maker.

8. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Fine Notice or the first Repetitious Violation and Fine

Notice, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Fine Notice or the first Repetitious Violation and Fine Notice, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

9. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative shall send notice of determination ("**Notice of Determination**") to the Owner's Address informing the Owner of the Impartial Decision Maker's findings. If the Impartial Decision Maker finds the Owner is in violation of the Governing Documents the District may revoke or suspend the Owner's privileges, impose fines in accordance with the fine schedule set forth in Paragraph 10 below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents

10. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents:

Continuous Violations:

First Violation (Continuous Violation Warning Letter):	$ 0.00
Second Violation (Fine Notice):	$ 25.00
Third Violation (First Ongoing Violation and Fine Notice):	$ 50.00
Fourth Violation (Second Ongoing Violation and Fine Notice):	$ 100.00
Daily Fine Notice:	Up to $100.00 per day

Repetitious Violations:

First Violation (Repetitious Violation Warning Letter):	$ 0.00
Second Violation (First Repetitious Violation and Fine Notice):	$ 25.00
Subsequent Violations (Repetitious Violation and Fine Notice):	$ 50.00 per offense

11. Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District. Until paid, such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served.

12. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to

assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, certification to the county Treasurer's Office of delinquent fees, rates, tolls, fines, penalties, charges and/or assessments related specifically to covenant enforcement and design review services and any other legal or equitable remedies available to the District.

15. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel engaged for covenant enforcement matters ("**Special Counsel**") to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

16. Certification of Account to County Treasurer. Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes. The certification process may be performed, by the District Representative, Special Counsel, or the District, in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

17. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

18. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

19. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "Blackstone Metropolitan District" and sent to the District within 30 days of the date of the notice sent from the District to the Owner notifying the Owner of the imposition of the fine. The District may change the payment address from time to time, and such change shall not require an amendment to this Resolution.

20. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a

provision with terms that are similar to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

21. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution regarding policies, procedures and penalties for enforcement of the Governing Documents.

ADOPTED this ____ day of __________ 202__.

BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: ______________________________
Officer of the District

Attest: ___________________________