

BLACKSTONE METROPOLITAN DISTRICT

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NOTICE OF REGULAR MEETING AND AGENDA

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

Term to May 2027
Term to May 2029
Term to May 2029
Term to May 2027
Term to May 2029

DATE: July 21st, 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/84655306708>

Meeting ID: 846 5530 6708

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. CONSIDER APPOINTMENT OF OFFICERS
- IV. SOCIAL COMMITTEE UPDATE
- 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. Please click on raise hand during the time of Public Comment.

VI. FINANCIAL MATTERS

- a. Review unaudited financial statements for the period ending June 30th, 2026 **(Enclosure)**
- b. Consider Acceptance of 2025 Audit **(Enclosure)**

VII. MANAGEMENT REPORT

- a. District ARC/Violation Report **(Enclosure)**
- b. Review Irrigation ET System Proposals **(Enclosure)**
- c. Mailbox Lighting Update

- d. Fencing Project RFP Update
- e. Landscaping Report
 - i. Review Landscaping Report **(Enclosure)**
 - ii. Review Open Landscaping Proposals **(Enclosure)**
 - iii. Arbor Care Update & Proposal Review **(Enclosure)**

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 June 16th, 2026 Regular Meeting Minutes **(Enclosure)**
- b. Approve and Ratify of Claims paid from 06/11/2026-07/16/2026 in the amount of \$206,603.67 **(Enclosure)**
- c. Approve 2025 Annual Report to the City of Aurora **(Enclosure)**
- d. Ratify Work Order No. 2 with Rocky Mountain Playground Services **(Enclosure)**
- e. Ratify Work Order No. 3 with Environmental Designs **(Enclosure)**
- f. Ratify Independent Contractor Agreement with Sticks Handyman Services LLC for Repainting and Repairing Pet Waste Stations **(Enclosure)**
- g. Ratify Independent Contractor Agreement with Republic Services, Inc. for Waste Management Services **(Enclosure)**
- h. Ratify Independent Contractor Agreement with Citadel Security Group LLC for Security Patrol Services **(Enclosure)**
- i. Ratify Independent Contractor Agreement with Ground Engineering Consultants for Soil Testing Services **(Enclosure)**

IX. COMMITTEE REPORTS

- a. Landscape Committee
 - i. Pre-approved Xeriscaping Architectural Options
 - ii. Update On Monument Project
- b. Architectural/Design Review
- c. Technology Committee
- d. Social Committee
 - i. July 4th Party

X. LEGAL MATTERS

- a. Discuss and Consider Field Rental Policy and Application **(Enclosure)**
- b. Discuss 2026 SDA Annual Conference

XI. DIRECTOR'S ITEMS

- a. Neighborhood Asset Mapping Project

XII. OTHER BUSINESS

XIII. 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. Please click on the raise hand during the time of Public Comment.

XIV. ADJOURNMENT

BLACKSTONE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2026

Blackstone Metro District
Balance Sheet - Governmental Funds
June 30, 2026

	General	Special Revenue	Debt Service	Capital Projects	Capital Projects - Regional Improvement	Total
Assets						
Checking Account	\$ 51,228.39	\$ -	\$ -	\$ -	\$ -	\$ 51,228.39
Western Alliance Checking	-	121,123.81	-	-	-	121,123.81
Colotrust	4,076,479.46	-	1,787,373.35	1,001,066.17	-	6,864,918.98
Accounts Receivable	-	57,130.53	-	-	-	57,130.53
Receivable from County Treasurer	506,720.40	-	485,238.40	-	126,294.80	1,118,253.60
Total Assets	<u>\$ 4,634,428.25</u>	<u>\$ 178,254.34</u>	<u>\$ 2,272,611.75</u>	<u>\$ 1,001,066.17</u>	<u>\$ 126,294.80</u>	<u>\$ 8,212,655.31</u>
Liabilities						
Accounts Payable	\$ 41,216.93	\$ 33,505.80	\$ -	\$ 2,307.00	\$ 126,294.80	\$ 203,324.53
Prepaid assessments	-	83,431.99	-	-	-	83,431.99
Total Liabilities	<u>41,216.93</u>	<u>116,937.79</u>	<u>-</u>	<u>2,307.00</u>	<u>126,294.80</u>	<u>286,756.52</u>
Fund Balances	<u>4,593,211.32</u>	<u>61,316.55</u>	<u>2,272,611.75</u>	<u>998,759.17</u>	<u>-</u>	<u>7,925,898.79</u>
Liabilities and Fund Balances	<u>\$ 4,634,428.25</u>	<u>\$ 178,254.34</u>	<u>\$ 2,272,611.75</u>	<u>\$ 1,001,066.17</u>	<u>\$ 126,294.80</u>	<u>\$ 8,212,655.31</u>

See selected information and the summary of significant assumptions.

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Prior YTD</u>
Revenues				
Property taxes	\$ 1,382,495.00	\$ 1,352,746.11	\$ 29,748.89	\$ 1,515,854.93
Specific ownership taxes	76,037.00	40,988.75	35,048.25	50,611.60
Interest Income	100,000.00	71,115.98	28,884.02	67,530.35
Other Revenue	-	516.14	(516.14)	625.47
Total Revenue	<u>1,558,532.00</u>	<u>1,465,366.98</u>	<u>93,165.02</u>	<u>1,634,622.35</u>
Expenditures				
Accounting	70,000.00	41,225.56	28,774.44	38,464.98
Auditing	7,500.00	-	7,500.00	-
County Treasurer's Fee	20,737.00	20,296.21	440.79	22,740.85
Directors' fees	6,000.00	2,800.00	3,200.00	2,300.00
Director and meeting expense	2,000.00	2,354.21	(354.21)	210.00
Insurance	40,000.00	40,435.00	(435.00)	36,837.00
Legal	110,000.00	79,128.56	30,871.44	87,656.55
Miscellaneous	2,000.00	689.43	1,310.57	1,731.56
Payroll taxes	459.00	214.20	244.80	175.95
Election	-	79.95	(79.95)	28,626.95
Website	5,000.00	1,956.00	3,044.00	1,500.00
Contingency	29,304.00	-	29,304.00	-
Total Expenditures	<u>293,000.00</u>	<u>189,179.12</u>	<u>103,820.88</u>	<u>220,243.84</u>
Other Financing Sources (Uses)				
Transfers to other fund	(1,807,301.00)	(268,230.96)	(1,539,070.04)	(292,993.64)
Total Other Financing Sources (Uses)	<u>(1,807,301.00)</u>	<u>(268,230.96)</u>	<u>(1,539,070.04)</u>	<u>(292,993.64)</u>
Net Change in Fund Balances	(541,769.00)	1,007,956.90	(1,549,725.90)	1,121,384.87
Fund Balance - Beginning	3,373,763.00	3,585,254.42	(211,491.42)	2,752,776.59
Fund Balance - Ending	<u>\$ 2,831,994.00</u>	<u>\$ 4,593,211.32</u>	<u>\$ (1,761,217.32)</u>	<u>\$ 3,874,161.46</u>

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Prior YTD</u>
Revenues				
Operations fee (homeowners)	\$ 608,304.00	\$ 308,879.32	\$ 299,424.68	\$ 291,093.19
Working capital	-	9,512.73	(9,512.73)	-
Design review fees	2,000.00	2,015.00	(15.00)	465.00
Legal collection fees	30,000.00	17,113.86	12,886.14	24,753.00
Violations and late fees	10,000.00	4,098.77	5,901.23	3,839.96
Interest Income	800.00	387.26	412.74	555.22
Other Revenue	10,000.00	14.72	9,985.28	4,311.87
Total Revenue	<u>661,104.00</u>	<u>342,021.66</u>	<u>319,082.34</u>	<u>325,018.24</u>
Expenditures				
Facilities management - contract	58,800.00	30,135.00	28,665.00	28,200.00
Facilities management - costs	30,000.00	6,891.10	23,108.90	17,172.01
Miscellaneous	5,000.00	50.00	4,950.00	30.00
Security	24,000.00	500.00	23,500.00	11,250.00
Irrigation repairs and improvements	60,000.00	21,203.79	38,796.21	19,000.26
Landscape improvements	50,000.00	33,625.00	16,375.00	-
Landscape maintenance - contract	408,000.00	159,260.01	248,739.99	200,800.00
Tree and shrub maintenance	25,000.00	20,495.00	4,505.00	-
Snow removal	35,000.00	-	35,000.00	-
Grounds maintenance	25,000.00	3,167.22	21,832.78	3,490.39
Holiday lighting	25,000.00	897.00	24,103.00	221.50
Lighting	10,000.00	8,699.38	1,300.62	7,133.33
Playground inspection and repairs	10,000.00	12,340.39	(2,340.39)	-
Water	180,000.00	31,568.23	148,431.77	35,126.13
Gas and electric	22,000.00	6,454.51	15,545.49	7,554.87
Community activities	60,000.00	3,368.69	56,631.31	9,411.70
Design review	10,000.00	4,367.50	5,632.50	-
Legal - collections	30,000.00	14,089.67	15,910.33	23,628.20
Trash collection	180,000.00	98,821.82	81,178.18	107,654.37
Contingency	33,200.00	-	33,200.00	-
Total Expenditures	<u>1,281,000.00</u>	<u>455,934.31</u>	<u>825,065.69</u>	<u>470,672.76</u>
Other Financing Sources (Uses)				
Transfers from other funds	620,096.00	70,341.09	549,754.91	141,332.75
Total Other Financing Sources (Uses)	<u>620,096.00</u>	<u>70,341.09</u>	<u>549,754.91</u>	<u>141,332.75</u>
Net Change in Fund Balances	200.00	(43,571.56)	43,771.56	(4,321.77)
Fund Balance - Beginning	19,700.00	104,888.11	63,271.56	28,848.85
Fund Balance - Ending	<u>\$ 19,900.00</u>	<u>\$ 61,316.55</u>	<u>\$ 107,043.12</u>	<u>\$ 24,527.08</u>

SUPPLEMENTARY INFORMATION

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Prior TYD</u>
Revenues				
Property taxes	\$ 1,327,195.00	\$ 1,298,633.98	\$ 28,561.02	\$ 1,235,140.52
Specific ownership taxes	72,996.00	31,420.01	41,575.99	33,495.41
Interest Income	50,000.00	32,934.37	17,065.63	42,438.25
Total Revenue	<u>1,450,191.00</u>	<u>1,362,988.36</u>	<u>87,202.64</u>	<u>1,311,074.18</u>
Expenditures				
County Treasurer's Fee	19,908.00	19,484.30	423.70	18,529.60
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	<u>1,636,000.00</u>	<u>537,371.80</u>	<u>1,098,628.20</u>	<u>542,592.10</u>
Net Change in Fund Balances	(185,809.00)	825,616.56	(1,011,425.56)	768,482.08
Fund Balance - Beginning	1,442,698.00	1,446,995.19	(4,297.19)	1,617,840.88
Fund Balance - Ending	<u>\$ 1,256,889.00</u>	<u>\$ 2,272,611.75</u>	<u>\$ (1,015,722.75)</u>	<u>\$ 2,386,322.96</u>

See selected information and the summary of significant assumptions.

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Prior YTD</u>
Revenues				
Interest Income	\$ 30,000.00	\$ 19,293.25	\$ 10,706.75	\$ 16,249.18
Total Revenue	<u>30,000.00</u>	<u>19,293.25</u>	<u>10,706.75</u>	<u>16,249.18</u>
Expenditures				
Legal	5,000.00	-	5,000.00	-
Capital outlay	365,000.00	-	365,000.00	-
Entryways/roundabouts	-	3,325.39	(3,325.39)	1,706.46
Pavilion	500,000.00	6,177.88	493,822.12	-
Monument	130,000.00	40,077.81	89,922.19	-
Total Expenditures	<u>1,000,000.00</u>	<u>49,581.08</u>	<u>950,418.92</u>	<u>1,706.46</u>
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)	<u>1,187,205.00</u>	<u>197,889.87</u>	<u>989,315.13</u>	<u>151,660.89</u>
Net Change in Fund Balances	217,205.00	167,602.04	49,602.96	166,203.61
Fund Balance - Beginning	814,149.00	833,464.13	(19,315.13)	656,089.00
Fund Balance - Ending	<u>\$ 1,031,354.00</u>	<u>\$ 1,001,066.17</u>	<u>\$ 30,287.83</u>	<u>\$ 822,292.61</u>

See selected information and the summary of significant assumptions.

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending June 30, 2026

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior YTD</u>
Revenues				
ARI - Aurora Regional Improvement Tax	\$ 348,887.00	\$ 341,378.45	\$ 7,508.55	\$ 350,442.93
Other Revenue	5.00	-	5.00	-
Total Revenue	<u>348,892.00</u>	<u>341,378.45</u>	<u>7,513.55</u>	<u>350,442.93</u>
Expenditures				
County Treasurer's Fee	5,233.00	5,121.91	111.09	5,257.36
Regional mill levy - Payment to SARIA	343,659.00	336,256.54	7,402.46	345,185.57
Total Expenditures	<u>348,892.00</u>	<u>341,378.45</u>	<u>7,513.55</u>	<u>350,442.93</u>
Net Change in Fund Balances	-	-	-	-
Fund Balance - Beginning	-	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Blackstone Metropolitan District
Schedule of Cash Position
June 30, 2026
Updated as of July 10, 2026

	General Fund	Special Revenue Fee Fund	Debt Service Fund GO Bonds	Capital Projects Fund	Capital Projects Regional Imprvmt	Total
<u>PNC Bank - Checking</u>						
Balance as of 06/30/2026	\$ 51,853.39	\$ -	\$ -	\$ -	\$ -	\$ 51,853.39
Subsequent activity:						
07/03/26 - Public Storage Autopay	-	(299.00)	-	-	-	(299.00)
07/07/26 - Transfer from HOA	-	8,462.11	-	-	-	8,462.11
07/08/26 - Transfer from ColoTrust	9,878.15	45,121.85	-	-	-	55,000.00
07/08/26 - Xcel Autopay	-	(732.97)	-	-	-	(732.97)
Anticipated Activity:						
<i>Anticipated Bill.com Payment</i>	<i>(8,899.42)</i>	<i>(48,153.49)</i>	-	-	-	<i>(57,052.91)</i>
<i>Anticipated Balance</i>	<u>52,832.12</u>	<u>4,398.50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,230.62</u>
<u>Western Alliance - Checking</u>						
Balance as of 06/30/2026	\$ -	\$ 121,123.81	\$ -	\$ -	\$ -	\$ 121,123.81
Subsequent activity:						
07/07/26 - Transfer to 1st Bank	-	(8,462.11)	-	-	-	(8,462.11)
<i>Anticipated Balance</i>	<u>-</u>	<u>112,661.70</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>112,661.70</u>
<u>Colotrust - Savings Account</u>						
Balance as of 06/30/2026	\$ 4,076,479.46	\$ -	\$ 1,787,373.35	\$ 1,001,066.17	\$ -	\$ 6,864,918.98
Subsequent activity:						
07/08/26 - Transfer to Checking	(9,878.15)	(45,121.85)	-	-	-	(55,000.00)
07/10/26 - Property Taxes	506,720.40	-	485,238.40	-	126,294.80	1,118,253.60
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
Anticipated Activity:						
<i>Anticipated Transfer Between Funds</i>	<i>(52,926.49)</i>	<i>52,926.49</i>	-	-	-	-
<i>Anticipated Transfer to SARIA</i>	<i>-</i>	<i>-</i>	-	-	<i>(126,294.80)</i>	<i>(126,294.80)</i>
<i>Anticipated Balance</i>	<u>4,520,395.22</u>	<u>7,804.64</u>	<u>1,272,611.75</u>	<u>1,001,066.17</u>	<u>-</u>	<u>6,801,877.78</u>
<i>Total by fund</i>	<u>\$ 4,573,227.34</u>	<u>\$ 124,864.84</u>	<u>\$ 1,272,611.75</u>	<u>\$ 1,001,066.17</u>	<u>\$ -</u>	<u>\$ 6,971,770.10</u>

Yield Information:

Colotrust Prime (June 2026) - 3.5318%

Colotrust Plus (June 2026) - 3.7509%

See selected information and the summary of significant assumptions.

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	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
												Monthly	YTD
								Received	Monthly	Y-T-D			
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	-	-	-	-	-	-	-	-	0.00%	97.85%	66,214.60	1.64%	99.91%
August	-	-	-	-	-	-	-	-	0.00%	97.85%	14,842.43	0.00%	99.91%
September	-	-	-	-	-	-	-	-	0.00%	97.85%	18,402.79	0.10%	100.01%
October	-	-	-	-	-	-	-	-	0.00%	97.85%	14,002.17	0.00%	100.01%
November	-	-	-	-	-	-	-	-	0.00%	97.85%	17,591.98	0.09%	100.10%
December	-	-	-	-	-	-	-	-	0.00%	97.85%	14,842.10	0.00%	100.10%
	\$ 2,992,758.54	\$ -	\$ 72,408.76	\$ 736.18	\$ (44,902.42)	\$ -	\$ 516.14	\$ 3,021,517.20	97.85%	97.85%	\$ 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%	\$ 1,352,746.11	97.85%
Debt Service Fund	1,327,195.00	43.39%	1,298,633.98	97.85%
Regional	348,887.00	11.41%	341,378.45	97.85%
	<u>\$ 3,058,577.00</u>	<u>100.00%</u>	<u>\$ 2,992,758.54</u>	
Specific Ownership Tax				
General Fund	\$ 76,037.00	51.02%	\$ 40,988.75	53.91%
Debt Service Fund	72,996.00	48.98%	31,420.01	43.04%
	<u>\$ 149,033.00</u>	<u>100.00%</u>	<u>\$ 72,408.76</u>	
Treasurer's Fees				
General Fund	\$ 20,737.00	45.20%	\$ 20,296.21	97.87%
Debt Service Fund	19,908.00	43.39%	19,484.30	97.87%
Regional	5,233.00	11.41%	5,121.91	97.88%
	<u>\$ 45,878.00</u>	<u>100.00%</u>	<u>\$ 44,902.42</u>	

Due To SARIA From 2025	\$ -
Pledged Ptax Collected	336,256.54
Payments to SARIA	209,961.74
Due To SARIA	\$ 126,294.80

See selected information and the summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
SELECTED INFORMATION
FOR THE PERIOD ENDED JUNE 30, 2026**

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.

The December 31, 2025 financial statements are subject to an audit which is in progress as of July 13, 2026. Any adjustments resulting from the audit are not included in these financial statements. Adjustments may be material.

**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.

**BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

**BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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

\$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			
Bonds and Interest Maturing in the Year <u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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	<u>\$ 25,015,000</u>	<u>\$ 13,926,750</u>	<u>\$ 38,941,750</u>

BLACKSTONE METROPOLITAN DISTRICT
Arapahoe County, Colorado

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2025

**BLACKSTONE METROPOLITAN DISTRICT
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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2025

	Governmental Activities
ASSETS	
Cash and Investments	\$ 3,820,269
Cash and Investments - Restricted	2,351,009
Accounts Receivable - Assessments	44,178
Receivable - County Treasurer	14,842
Property Taxes Receivable	3,058,577
Prepaid Expense	450
Capital Assets, Not Being Depreciated	12,276,656
Capital Assets, Being Depreciated	2,323,309
Total Assets	<u>23,889,290</u>
LIABILITIES	
Accounts Payable	179,816
Accrued Bond Interest Payable	86,315
Prepaid Assessments	80,331
Noncurrent Liabilities:	
Due Within One Year	615,688
Due in More Than One Year	25,080,845
Total Liabilities	<u>26,042,995</u>
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	<u>3,058,577</u>
Total Deferred Inflows of Resources	<u>3,058,577</u>
NET POSITION	
Net Investment in Capital Assets	5,611,318
Restricted for:	
Emergency Reserves	75,700
Debt Service	360,680
Unrestricted	<u>(11,259,980)</u>
Total Net Position	<u><u>\$ (5,212,282)</u></u>

See accompanying Notes to Basic Financial Statements.

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2025**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
	Expenses				
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 1,906,234	\$ 720,073	\$ -	\$ -	\$ (1,186,161)
Interest and Related Costs on Long-Term Debt	1,015,138	-	-	-	(1,015,138)
Total Governmental Activities	<u>\$ 2,921,372</u>	<u>\$ 720,073</u>	<u>\$ -</u>	<u>\$ -</u>	(2,201,299)
GENERAL REVENUES					
Property Taxes					2,802,273
Regional Property Taxes					356,975
Specific Ownership Taxes					171,537
Net Investment Income					274,306
Other Revenue					3,998
Total General Revenues					<u>3,609,089</u>
CHANGE IN NET POSITION					1,407,790
Net Position - Beginning of Year					<u>(6,620,072)</u>
NET POSITION - END OF YEAR					<u>\$ (5,212,282)</u>

See accompanying Notes to Basic Financial Statements.

**BLACKSTONE METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2025**

	General	Debt Service	Capital Projects	Capital Projects - Regional Improvements	Total Governmental Funds
ASSETS					
Cash and Investments	\$ 3,820,269	\$ -	\$ -	\$ -	\$ 3,820,269
Cash and Investments - Restricted	75,700	1,441,534	833,464	311	2,351,009
Accounts Receivable - Assessments	44,178	-	-	-	44,178
Receivable - County Treasurer	8,931	5,911	-	-	14,842
Property Taxes Receivable	1,382,495	1,327,195	-	348,887	3,058,577
Prepaid Expense	450	-	-	-	450
Total Assets	<u>\$ 5,332,023</u>	<u>\$ 2,774,640</u>	<u>\$ 833,464</u>	<u>\$ 349,198</u>	<u>\$ 9,289,325</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable	\$ 179,055	\$ 450	\$ -	\$ 311	\$ 179,816
Prepaid Assessments	80,331	-	-	-	80,331
Total Liabilities	259,386	450	-	311	260,147
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	1,382,495	1,327,195	-	348,887	3,058,577
Total Deferred Inflows of Resources	1,382,495	1,327,195	-	348,887	3,058,577
FUND BALANCES					
Nonspendable:					
Prepaid Expenses	450	-	-	-	450
Restricted for:					
Emergency Reserves	75,700	-	-	-	75,700
Debt Service	-	1,446,995	-	-	1,446,995
Committed for:					
Capital Projects	-	-	833,464	-	833,464
Subsequent Year's Expenditures	541,569	-	-	-	541,569
Unassigned	3,072,423	-	-	-	3,072,423
Total Fund Balances	<u>3,690,142</u>	<u>1,446,995</u>	<u>833,464</u>	<u>-</u>	<u>5,970,601</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 5,332,023</u>	<u>\$ 2,774,640</u>	<u>\$ 833,464</u>	<u>\$ 349,198</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the funds.

Capital Assets, Net

14,599,965

Long-term liabilities, including bonds payable and developer advances, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds.

Bonds Payable

(25,015,000)

Bond Premium

(681,533)

Accrued Interest on Bonds Payable

(86,315)

Net Position of Governmental Activities

\$ (5,212,282)

See accompanying Notes to Basic Financial Statements.

BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2025

	General	Debt Service	Capital Projects	Capital Projects - Regional Improvements	Total Governmental Funds
REVENUES					
Property Taxes	\$ 1,544,110	\$ 1,258,163	\$ -	\$ -	\$ 2,802,273
Regional Property Taxes	-	-	-	356,975	356,975
Specific Ownership Taxes	103,223	68,314	-	-	171,537
Operations Fee (Homeowners)	624,060	-	-	-	624,060
Working Capital Fees	39,888	-	-	-	39,888
Design Review Fee	100	-	-	-	100
Legal Collection Fees	46,095	-	-	-	46,095
Violations and Late Fees	9,930	-	-	-	9,930
Net Investment Income	149,985	90,136	34,185	-	274,306
Miscellaneous Income	3,998	-	-	-	3,998
Total Revenues	2,521,389	1,416,613	34,185	356,975	4,329,162
EXPENDITURES					
General:					
Accounting	65,290	-	-	-	65,290
Audit	6,996	-	-	-	6,996
County Treasurer's Fees	23,176	18,884	-	5,358	47,418
Director and Meeting Expense	1,887	-	-	-	1,887
Directors' Fees	4,700	-	-	-	4,700
Election	28,877	-	-	-	28,877
Insurance and Bonds	36,837	-	-	-	36,837
Legal	125,818	-	-	-	125,818
Miscellaneous	1,732	-	-	-	1,732
Payroll Taxes	360	-	-	-	360
Website	1,500	-	-	-	1,500
Regional Mill Levy - Payment to SARIA	-	-	-	351,617	351,617
Operations and Maintenance	1,164,038	-	-	-	1,164,038
Debt Service:					
Bond Interest - Series 2017	-	1,048,125	-	-	1,048,125
Bond Principal - Series 2017	-	520,000	-	-	520,000
Paying Agent Fees	-	450	-	-	450
Capital Projects:					
Capital Outlay	-	-	6,765	-	6,765
Entryways/Roundabouts	-	-	1,706	-	1,706
Total Expenditures	1,461,211	1,587,459	8,471	356,975	3,414,116
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,060,178	(170,846)	25,714	-	915,046
OTHER FINANCING SOURCES (USES)					
Transfers (to) from Other Funds	(151,661)	-	151,661	-	-
Total Other Financing Sources (Uses)	(151,661)	-	151,661	-	-
NET CHANGE IN FUND BALANCES	908,517	(170,846)	177,375	-	915,046
Fund Balances - Beginning of Year	2,781,625	1,617,841	656,089	-	5,055,555
FUND BALANCES - END OF YEAR	\$ 3,690,142	\$ 1,446,995	\$ 833,464	\$ -	\$ 5,970,601

See accompanying Notes to Basic Financial Statements.

**BLACKSTONE METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2025**

Net Change in Fund Balances - Total Governmental Funds	\$	915,046
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Capital Outlay		8,471
Depreciation		(88,048)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Bond Principal Payment		520,000
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in Accrued Bond Interest Payable		1,029
Current Year Bond Issue Premium		51,292

Change in Net Position of Governmental Activities	\$	1,407,790
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See accompanying Notes to Basic Financial Statements.

**BLACKSTONE METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2025**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 1,542,526	\$ 1,544,110	\$ 1,584
Specific Ownership Taxes	92,552	103,223	10,671
Operations Fee (Homeowners)	589,380	624,060	34,680
Operations Fee (Vacant Lots)	2,604	-	(2,604)
Working Capital Fees	30,000	39,888	9,888
Design Review Fee	2,000	100	(1,900)
Legal Collection Fees	30,000	46,095	16,095
Violations and Late Fees	10,000	9,930	(70)
Net Investment Income	100,800	149,985	49,185
Other Revenue	10,000	3,998	(6,002)
Total Revenues	<u>2,409,862</u>	<u>2,521,389</u>	<u>111,527</u>
EXPENDITURES			
General Administration:			
Accounting	65,000	65,290	(290)
Audit	7,000	6,996	4
Contingency	26,403	-	26,403
County Treasurer's Fees	23,138	23,176	(38)
Director and Meeting Expense	2,000	1,887	113
Directors' Fees	6,000	4,700	1,300
Election	40,000	28,877	11,123
Insurance and Bonds	40,000	36,837	3,163
Legal	80,000	125,818	(45,818)
Miscellaneous	2,000	1,732	268
Payroll Taxes	459	360	99
Website	5,000	1,500	3,500
Operations and Maintenance:			
Community Activities	60,000	37,489	22,511
Design Review	10,000	2,590	7,410
Facilities Management - Contract	57,960	57,600	360
Facilities Management - Costs	25,000	35,494	(10,494)
Legal Collections	30,000	39,872	(9,872)
Contingency	36,040	-	36,040
Lighting	10,000	44,110	(34,110)
Gas and Electric	22,000	13,395	8,605
Ground Maintenance	25,000	9,253	15,747
Irrigation Repairs and Improvements	50,000	55,118	(5,118)
Landscape Contract	408,000	403,300	4,700
Landscape Improvements	50,000	25,849	24,151
Holiday Lights	25,000	6,196	18,804
Playground Inspection and Repair	10,000	-	10,000
Safety and Security	24,000	40,500	(16,500)
Snow Removal	35,000	-	35,000
Trash Removal	180,000	203,612	(23,612)
Trees/Shrubs/Beds	25,000	47,529	(22,529)
Miscellaneous	5,000	79	4,921
Water - Irrigation	170,000	142,052	27,948
Total Expenditures	<u>1,555,000</u>	<u>1,461,211</u>	<u>93,789</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	854,862	1,060,178	205,316
OTHER FINANCING SOURCES (USES)			
Transfers to Other Fund	(1,204,060)	(666,649)	537,411
Transfers from Other Funds	575,000	514,988	(60,012)
Total Other Financing Sources (Uses)	<u>(629,060)</u>	<u>(151,661)</u>	<u>477,399</u>
NET CHANGE IN FUND BALANCE	225,802	908,517	682,715
Fund Balance - Beginning of Year	<u>2,747,126</u>	<u>2,781,625</u>	<u>34,499</u>
FUND BALANCE - END OF YEAR	<u>\$ 2,972,928</u>	<u>\$ 3,690,142</u>	<u>\$ 717,214</u>

See accompanying Notes to Basic Financial Statements.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 1 DEFINITION OF REPORTING ENTITY

Blackstone Metropolitan District, formerly High Plains Metropolitan District, (the District), a quasi-municipal corporation, and political subdivision of the State of Colorado was organized on November 27, 2002 concurrently with Beacon Point Metropolitan District (Beacon Point) and East Plains Metropolitan District (East Plains), and is governed pursuant to provisions of the Colorado Special District Act. The District is located entirely within the City of Aurora (City), County of Arapahoe, Colorado. On August 30, 2004, an Amended and Restated Consolidated Service Plan for the District, East Plains, and Beacon Point was approved by the City. The District was established to provide for the design, construction, installation, financing, and acquisition of certain street, traffic, and safety controls, water, sanitation, park and recreation improvements, and mosquito control.

On April 15, 2010, the District, along with Beacon Point and East Plains, adopted Resolution No. 2010-04-02, Joint Resolution of East Plains, Blackstone and Beacon Point Acknowledging and Authorizing the Dissolution of East Plains (Resolution). Pursuant to the Resolution, East Plains, Blackstone and Beacon Point acknowledged that the purposes for which East Plains was organized have been satisfied and in order to simplify and increase efficiency in provision of improvements and services to Blackstone and Beacon Point, it is in the best interests of East Plains, Blackstone and Beacon Point, and their respective constituents, for East Plains to seek dissolution and transfer its rights and obligations with respect to the provision of improvements and services to Blackstone and Beacon Point, as appropriate. The Resolution authorized East Plains to take the necessary actions to implement the dissolution.

In anticipation of the dissolution, on April 14, 2010, the District entered into two agreements with MS Rialto Blackstone CO, LLC (MS Rialto) and one agreement with Lennar Colorado, LLC (the Developer) whereby the District accepted the reimbursement obligations previously held by East Plains with respect to advances made by MS Rialto and/or the Developer for the benefit of the District.

On July 26, 2010, in anticipation of the dissolution of East Plains, a Second Amended and Restated Service Plan (SARSP) for the District was approved by the City, segregating the rights and responsibilities of the Districts. On November 23, 2010, East Plains Metropolitan District was dissolved and all assets or liabilities of East Plains relating to the District were transferred to the District. As a result of the dissolution, the District is responsible for providing the day-to-day operations and administrative management and for constructing, owning, transferring, operating, and maintaining certain public facilities and services for the benefit of the District and for providing funding for the same.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 1 DEFINITION OF REPORTING ENTITY (CONTINUED)

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

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Measurement Focus, Basis of Accounting and Financial Statement Presentation
(Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, specific ownership taxes, and operations fees. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

The Capital Projects – Regional Improvements Fund is used to account for financial resources to be used for a regional improvement or to be remitted to the South Aurora Regional Improvement Authority or to the City.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its budget for the year ended December 31, 2025.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank or investment account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Interfund Balances

The District reports interfund balances that are representative of lending/borrowing arrangements between funds in the fund financial statements as due to/from other funds (current portion of interfund loans) or advances to/from other funds (long-term portion of interfund loans). The interfund balances have been eliminated in the government-wide statements except for the residual balances between the governmental activities and business-type activities, which are reported as internal balances.

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 Commissioner 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, at the taxpayer's election, in equal installments 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.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

Capital Assets

Capital assets, which include infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of net investment in capital assets.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Entryways/Monuments	30 Years
Lighting	15 Years
Equipment	5 Years

Amortization

Original Issue Discount/Premium

In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, deferred property tax revenue, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance (Continued)

Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

Adoption of New Accounting Standards

In December 2023, the GASB issued Statement No. 102, Certain Risk Disclosures (Statement 102). Statement 102 requires note disclosure when (a) a concentration or constraint is known prior to issuance of the financial statements, (b) it makes the reporting unit vulnerable to the risk of a substantial impact, and (c) an event associated with the concentration or constraint has occurred, has begun to occur, or is more likely than not to begin to occur within 12 months of issuance.

The District adopted the requirements of the guidance effective January 1, 2025, and has elected to apply the provisions of this standard to the beginning of the period of adoption. Management performed the analysis required under Statement 102 and did not identify any concentrations or constraints that require disclosure.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2025, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 3,820,269
Cash and Investments - Restricted	<u>2,351,009</u>
Total Cash and Investments	<u><u>\$ 6,171,278</u></u>

Cash and investments as of December 31, 2025, consist of the following:

Deposits with Financial Institutions	\$ 272,930
Investments	<u>5,898,348</u>
Total Cash and Investments	<u><u>\$ 6,171,278</u></u>

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2025, the District's cash deposits had a bank balance and a carrying balance of \$272,930.

Investments

The District has not adopted a formal investment policy; however, the District follows the state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Revenue bonds of local government securities, corporate and bank securities, and guaranteed investment contracts not purchased with bond proceeds, are limited to maturities of three years or less.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2025, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted-Average Under 60 Days	<u>\$ 5,898,348</u>

COLOTRUST

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

COLOTRUST (Continued)

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST PRIME and COLOTRUST PLUS+ are rated AAAM by Standard & Poor's. COLOTRUST EDGE is rated AAAs/S1 by Fitch Ratings. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2025, follows:

	Balance at December 31, 2024	Increases	Decreases	Balance at December 31, 2025
Capital Assets, Not Being Depreciated:				
Parks - Land Improvements	\$ 12,276,656	\$ -	\$ -	\$ 12,276,656
Total Capital Assets, Not Being Depreciated	<u>\$ 12,276,656</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,276,656</u>
Capital Assets, Being Depreciated:				
Entryways	\$ 2,148,224	\$ 1,706	\$ -	\$ 2,149,930
Equipment	-	6,765	-	6,765
Lighting	58,322	-	-	58,322
Monumentation	<u>361,759</u>	<u>-</u>	<u>-</u>	<u>361,759</u>
Total Capital Assets, Being Depreciated	2,568,305	8,471	-	2,576,776
Less Accumulated Depreciation For:				
Entryways	101,940	71,650	-	173,590
Lighting	9,617	3,888	-	13,505
Equipment	-	451	-	451
Monumentation	<u>53,862</u>	<u>12,059</u>	<u>-</u>	<u>65,921</u>
Total Accumulated Depreciation	<u>165,419</u>	<u>88,048</u>	<u>-</u>	<u>253,467</u>
Total Capital Assets, Being Depreciated	<u>2,402,886</u>	<u>(79,577)</u>	<u>-</u>	<u>2,323,309</u>
Governmental Activities Capital Assets, Net	<u>\$ 14,679,542</u>	<u>\$ (79,577)</u>	<u>\$ -</u>	<u>\$ 14,599,965</u>

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District's outstanding long-term obligations for the year ended December 31, 2025:

	Balance at December 31, 2024	Additions	Reductions	Balance at December 31, 2025	Due Within One Year
Bonds Payable:					
Series 2017 Limited Tax					
General Obligation Bonds	\$ 25,535,000	\$ -	\$ 520,000	\$ 25,015,000	\$ 565,000
Unamortized Bond Premium -					
Series 2017	732,825	-	51,292	681,533	50,688
Subtotal of Bonds Payable	<u>26,267,825</u>	<u>-</u>	<u>571,292</u>	<u>25,696,533</u>	<u>615,688</u>
Total Long Term Obligations	<u>\$ 26,267,825</u>	<u>\$ -</u>	<u>\$ 571,292</u>	<u>\$ 25,696,533</u>	<u>\$ 615,688</u>

The details of the District's long-term obligations are as follows:

General Obligation Bonds

\$27,415,000 General Obligation Refunding Bonds, Series 2017, Dated June 6, 2017

With 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 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 Bonds are secured by and payable from the Pledged Revenue consisting of monies derived by the District from the following sources, net of any collection costs: (1) the Required Mill Levy, (2) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Required Mill Levy, and (3) any other legally available monies which the District determines to be treated as Pledged Revenue. The Bonds are also secured by amounts held by the Trustee in the Reserve Fund(s). Required Mill Levy means, so long as the Surplus Account is less than the Maximum Surplus Amount, an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable and to make up any deficiencies in the Reserve Fund. The maximum Required Mill Levy is 40.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2025, the District had funded the Surplus Account to the Maximum Surplus Amount, removing the requirement for a minimum mill levy. For collection year 2026, the District levied 24.000 mills. The Series 2017 Bonds are additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Unused Lines of Credit

The Series 2017 Bonds do not have any unused lines of credit

Collateral

No assets have been pledged as collateral on the Series 2017 Bonds.

Events of Default

The occurrence or existence of any one or more of the following events is to be an Event of Default under the Bond Resolution:

- (a) the District fails to impose the Required Mill Levy or to apply the Pledged Revenue as required therein;
- (b) payment of the principal of or redemption premium on any Bond is not made by the District when due;
- (c) payment of any interest on any Bond is not made by the District when due;
- (d) the District defaults in the performance of any other of its covenants in the Bond Resolution, and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the District by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding; or
- (e) the District files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the debt represented by the Bonds.

Termination Events

The Series 2017 Bonds do not have a termination provision.

Acceleration

The Series 2017 Bonds are not subject to acceleration.

On May 15, 2017, the First Amendment to the SARSP was approved by the City, authorizing the District to issue one or more series of unlimited mill levy Bonds, or other Debt or obligations which are not subject to the Maximum Debt Mill Levy.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

The District's long-term obligations will mature as follows:

<u>Year Ending December 31,</u>	Governmental Activities		
	Bonded Debt		Total
	Principal	Interest	
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
2031-2035	4,410,000	4,114,875	8,524,875
2036-2040	5,955,000	3,019,600	8,974,600
2041-2045	7,715,000	1,693,200	9,408,200
2046-2047	3,680,000	222,200	3,902,200
Total	<u>\$ 25,015,000</u>	<u>\$ 13,926,750</u>	<u>\$ 38,941,750</u>

Debt Authorization

As of December 31, 2025, the District had remaining voted debt authorization of approximately \$1,667,835,000. Per the District's SARSP, the District cannot issue debt in excess of \$100,000,000.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2025, the District had net investments in capital assets calculated as follows:

Net Investment in Capital Assets:	
Capital Assets, Net	\$ 14,599,965
Bond Premium (Net of Accumulated Amortization)	(238,400)
Bonds Payable	(8,750,247)
Net Investment in Capital Assets	<u>\$ 5,611,318</u>

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 6 NET POSITION (CONTINUED)

Restricted assets include net position that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation, the District had restricted net position as of December 31, 2025, as follows:

Restricted Net Position	
Emergencies	\$ 75,700
Debt Service	360,680
Total Restricted Net Position	<u>\$ 436,380</u>

The District has a deficit in unrestricted net position. The deficit was a result of the District being responsible for the repayment of bonds issued for public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

NOTE 7 AGREEMENTS

Intergovernmental Agreements

On November 3, 2004, the District, along with East Plains and Beacon Point entered into an Amended and Restated Intergovernmental Agreement with the City of Aurora as amended September 26, 2008 by First Amendment (Service Plan IGA), as required by the Amended and Restated Consolidated Service Plan. On July 26, 2010, the District entered into a Second Amended and Restated Intergovernmental Agreement (SARIGA) concurrent with the approval of the SARSP. On May 15, 2017, the District entered into a First Amendment to the Second Amended and Restated Intergovernmental Agreement (FASARIGA). Under the SARIGA, the District must obtain the approval of the Aurora City Council prior to any inclusion of property outside of the service area into the boundaries of the District, or any consolidation with any other special District. Prior to the issuance of any privately placed debt, the District shall obtain a certificate from an External Financial Advisor certifying to the reasonableness of the interest rate and the structure. Pursuant to the SARIGA and the SARSP, the District is required to levy a regional mill levy and to remit it to an Aurora Regional Improvement (ARI) Authority or to the City under certain circumstances. Under the FASARIGA, the District is authorized to issue one or more series of unlimited mill levy Bond or other Debt or obligations which are not subject to the Maximum Debt Mill Levy for the purpose of refunding or refinancing the Debt outstanding at the date of the agreement.

The SARSP requires the District to dedicate certain public improvements to the City of Aurora or other appropriate jurisdiction or owners association for ownership and maintenance. The District is not authorized to operate or maintain any part of the improvements, other than park and recreation improvements, drainage improvements including detention and retention ponds, trickle channels and all necessary or proper equipment or appurtenances thereto, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 7 AGREEMENTS (CONTINUED)

Intergovernmental Agreements (Continued)

On July 10, 2017, the District entered into the South Aurora Regional Improvement Authority Establishment Agreement (SARIA), concurrently with Beacon Point, Forest Trace Metropolitan District No. 1, Forest Trace Metropolitan District No. 2, Forest Trace Metropolitan District No. 3, Sorrell Ranch Metropolitan District, Southlands Metropolitan District No. 2, Wheatlands Metropolitan District, Kings Point South Metropolitan District No. 1, Kings Point South Metropolitan District No. 2, Kings Point Metropolitan District No. 1, Whispering Pines Metropolitan District No. 1, Inspiration Metropolitan District, and Pronghorn Valley Metropolitan District (together, the SARIA Districts.) Upon execution of the agreement, the South Aurora Regional Improvement Authority (the Authority) was established for the purpose of planning, constructing, installing, and financing the Regional Improvements designated in ARI Master Plans. On October 2, 2018, the District, along with the SARIA Districts entered into the First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement (the FASARIAEA). Under the terms of the FASARIAEA, the District and SARIA District covenant to impose an ARI Mill Levy as set forth in such District's service plan, and to remit all proceeds of such District's ARI Mill Levy (net of County treasurer collection costs and excluding any specific ownership taxes received by the District as a result of its imposition of the ARI Mill Levy) to the Authority within 30 days of receipt by such District.

On December 8, 2017, the Parties to the SARIA IGA approved the SARIA ARI Master Plan No. 1 (ARI Master Plan No. 1). On June 15, 2018, the Parties to the SARIA IGA approved the SARIA ARI Master Plan No. 2 (ARI Master Plan No. 2), which supersedes ARI Master Plan No. 1. ARI Master Plan No. 2 prioritizes regional improvement projects within the Authority.

Oil and Gas Lease

On December 16, 2022, the District (lessor) and Axis Exploration LLC (lessee) entered into an Oil and Gas Lease and an Addendum to the Oil and Gas Lease to lease 8.58 acres of land owned by the District, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and for operating for and producing therefrom oil and all gas of whatsoever nature of kind. The lease carries a primary term of four years from the date of the agreement and as long thereafter as oil or gas is produced from the premises. The District will receive a 20% royalty payment of the net proceeds realized from the sale of oil and gas and also a one-time bonus of \$25,740 received in 2023.

NOTE 8 INTERFUND AND OPERATING TRANSFERS

The transfers from the General Fund to the Capital Projects Fund was to fund capital projects.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations that apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On November 5, 2002, the District voters passed an election question to increase property taxes \$1,000,000 annually to pay the District's operations, maintenance, and other expenses. On November 4, 2004, the District voters passed an election question to increase property taxes \$625,000 annually to pay the District's operations, maintenance, and other expenses. Additionally, the District voters authorized the District to collect, retain, and spend all revenue without regard to any limitations under TABOR.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

**BLACKSTONE METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2025**

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS (CONTINUED)

Section 29-1-1702, C.R.S., contains limitations on revenues generated from property tax revenues that apply to certain local governments within the state of Colorado.

Annual operating revenue is limited to a 5.25% increase, such increase is determined based on a prior assessment period and adjusted for allowable exclusions and exemptions from qualified property tax revenues.

The District's management believes it is in compliance with the provisions of Section 29-1-1702, C.R.S. However, this section of the C.R.S. is complex and subject to interpretation.

SUPPLEMENTARY INFORMATION

**BLACKSTONE METROPOLITAN DISTRICT
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2025**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 1,256,873	\$ 1,258,163	\$ 1,290
Specific Ownership Taxes	75,412	68,314	(7,098)
Net Investment Income	75,000	90,136	15,136
Total Revenues	<u>1,407,285</u>	<u>1,416,613</u>	<u>9,328</u>
EXPENDITURES			
Contingency	12,572	-	12,572
County Treasurer's Fees	18,853	18,884	(31)
Bond Interest - Series 2017	1,048,125	1,048,125	-
Bond Principal - Series 2017	520,000	520,000	-
Paying Agent Fees	450	450	-
Total Expenditures	<u>1,600,000</u>	<u>1,587,459</u>	<u>12,541</u>
NET CHANGE IN FUND BALANCE	(192,715)	(170,846)	21,869
Fund Balance - Beginning of Year	<u>1,625,884</u>	<u>1,617,841</u>	<u>(8,043)</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 1,433,169</u></u>	<u><u>\$ 1,446,995</u></u>	<u><u>\$ 13,826</u></u>

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2025**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Net Investment Income	\$ 29,000	\$ 34,185	\$ 5,185
Total Revenues	29,000	34,185	5,185
EXPENDITURES			
Capital Outlay	500,000	6,765	493,235
Entryways/Roundabouts	-	1,706	(1,706)
Total Expenditures	500,000	8,471	491,529
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(471,000)	25,714	496,714
OTHER FINANCING SOURCES			
Transfer from Other Fund	629,060	151,661	(477,399)
Total Other Financing Sources	629,060	151,661	(477,399)
NET CHANGE IN FUND BALANCE	158,060	177,375	19,315
Fund Balance - Beginning of Year	656,089	656,089	-
FUND BALANCE - END OF YEAR	\$ 814,149	\$ 833,464	\$ 19,315

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS – REGIONAL IMPROVEMENTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2025**

	Budget		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Regional Property Taxes	\$ 356,609	\$ 356,975	\$ 356,975	\$ -
Other Revenue	5	5	-	(5)
Total Revenues	356,614	356,980	356,975	(5)
EXPENDITURES				
County Treasurer's Fees - Regional Mill Levy	5,349	5,358	5,358	-
Regional Mill Levy - Payment to SARIA	351,265	351,622	351,617	5
Total Expenditures	356,614	356,980	356,975	5
NET CHANGE IN FUND BALANCE	-	-	-	-
Fund Balance - Beginning of Year	-	-	-	-
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

OTHER INFORMATION

BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2025

\$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

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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	<u>\$ 25,015,000</u>	<u>\$ 13,926,750</u>	<u>\$ 38,941,750</u>

BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2025

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied				Total Property Taxes		Percentage Collected to Levied
		General	Debt Service	ARI	Total	Levied	Collected	
2021	\$ 40,887,691	30.000	35.000	1.113	66.113	\$ 2,839,408	\$ 2,838,836	99.98 %
2022	42,947,789	28.000	33.000	1.113	62.113	2,893,205	2,893,204	100.00
2023	46,579,659	26.000	30.000	1.113	57.113	2,658,165	2,658,165	100.00
2024	56,646,800	27.000	22.000	6.246	55.246	3,129,510	3,093,212	98.84
2025	57,130,591	27.000	22.000	6.242	55.242	3,156,008	3,159,248	100.10

Estimated for
the Year Ending
December 31,

2026	\$ 55,299,803	25.000	24.000	6.309	55.309	\$ 3,058,577	
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NOTE: Property taxes collected in any one year include collection of delinquent property taxes and/or abatements of valuations in prior years.
Information received from the County Treasurer does not permit identification of specific year assessment.

**CONTINUING DISCLOSURE ANNUAL INFORMATION AS REQUIRED BY THE GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2017**

BLACKSTONE METROPOLITAN DISTRICT
CONTINUING DISCLOSURE ANNUAL INFORMATION AS REQUIRED BY THE GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2017 (UNAUDITED)
DECEMBER 31, 2025

History of Valuation and Mill Levies for the District

Levy/Collection Year	Assessed Valuation	Percent Change	General Fund Mill Levy	Debt Service Fund Mill Levy	Regional Mill Levy ¹	Total Mill Levy
2011/2012	\$ 13,074,830	- %	15.500	50.000	1.000	66.500
2012/2013	13,696,900	4.76	15.500	50.000	1.000	66.500
2013/2014	14,374,650	4.95	15.500	50.000	1.000	66.500
2014/2015	14,563,493	1.31	20.000	50.000	1.000	71.000
2015/2016	20,266,417	39.16	20.000	50.000	1.000	71.000
2016/2017	23,027,942	13.63	20.000	50.000	1.000	71.000
2017/2018	28,662,891	24.47	20.000	45.000	1.105	66.105
2018/2019	34,918,090	21.82	30.000	35.000	1.105	66.105
2019/2020	40,877,691	17.07	30.000	35.000	1.113	66.113
2020/2021	42,947,798	5.06	30.000	35.000	1.113	66.113
2021/2022	46,579,695	8.46	28.000	33.000	1.113	62.113
2022/2023	46,525,922	(0.12)	26.000	30.000	1.133	57.133
2023/2024	56,646,800	21.75	27.000	22.000	6.246	55.246
2024/2025	57,130,591	0.85	27.000	22.000	6.242	55.242
2025/2026	55,299,803	(3.20)	25.000	24.000	6.309	55.309

¹Regional Mill Levy is the Aurora Regional Improvement "ARI" Mill Levy

Source - Arapahoe County Assessor's Office

History of Property Tax Collections

Levy/Collection Year	Taxes Levied	Taxes Collected	Tax Collections as Percent of Tax Levied	
2011/2012	\$ 869,476	\$ 656,423	75.50 %	(a)
2012/2013	910,844	883,884	97.04	
2013/2014	955,914	941,365	98.48	
2014/2015	1,034,008	1,034,008	100.00	
2015/2016	1,438,915	1,424,410	98.99	
2016/2017	1,634,984	1,631,106	99.76	
2017/2018	1,894,760	1,892,446	99.88	
2018/2019	2,308,260	2,267,263	98.22	
2019/2020	2,702,547	2,702,004	99.98	
2020/2021	2,839,408	2,838,836	99.98	
2021/2022	2,893,205	2,893,204	100.00	
2022/2023	2,658,165	2,658,166	100.00	
2023/2024	3,129,510	3,093,212	98.84	
2024/2025	3,156,008	3,159,248	100.10	
2025/2026	3,058,577	1,656,515	54.16	(b)

(a) According to District officials, the low property tax collections in 2012 collection year were the result of property tax abatements in the amount of \$203,934

(b) Property taxes collected through April 30, 2026

Source - Arapahoe County Assessor's Office

**BLACKSTONE METROPOLITAN DISTRICT
CONTINUING DISCLOSURE ANNUAL INFORMATION AS REQUIRED BY THE GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2017 (UNAUDITED) (CONTINUED)
DECEMBER 31, 2025**

2025 Assessed and "Actual" Valuation of Classes of Property of the District

Property Class	Assessed Valuation	Percentage of Assessed Valuation	Actual Valuation	Percentage of Actual Valuation
Residential	\$ 52,039,130	94.10 %	\$ 832,620,726	98.57 %
Commercial	1,548,351	2.80	5,734,633	0.68
State Assessed	10,410	0.02	38,556	0.00
Natural Resources	41	0.00	152	0.00
Personal	1,395,495	2.52	5,168,506	0.61
Vacant Land	306,376	0.55	1,134,725	0.13
Total	\$ 55,299,803	100.00 %	\$ 844,697,298	100.00 %

Source - Arapahoe County Assessor's Office

Architectural Review Detail

Properties: Blackstone Metropolitan District - 9351 Grant Street Ste 500 Thornton, CO 80229

Date Received Range: 06/16/2026 to 07/20/2026

Status: Received, More Info Needed, Under Review, Approved, Approved with Conditions, Denied, and Archived

Request ID	Received Date	Association	Description	Status	Status Updated	Days Open	Last Activity
11559055281283823920	06/17/2026	Blackstone Metropolitan District	Fencing, walkway, pad, and raised bed installation proposed.	Approved with Conditions	07/08/2026		07/08/2026
11559055281283885677	06/23/2026	Blackstone Metropolitan District	homeowner would like to paint their house.	Under Review	06/23/2026	27	06/23/2026
11559055281283915709	06/25/2026	Blackstone Metropolitan District	Owner wishes to eliminate all sod to xeriscape. Irrigation will be modified to accommodate.	Approved	06/25/2026		06/25/2026
11559055281283926992	06/26/2026	Blackstone Metropolitan District	Exterior house paint Body: SW7046 Anonymous 2nd Body: SW 7048 Urbane Bronze Trim: SW7042 Shoji White Accent: SW 7048 Urban Bronze	Approved with Conditions	07/01/2026		07/01/2026
11559055281283980568	06/30/2026	Blackstone Metropolitan District	Homeowner wishes to replace their garage door with an exact duplicate including Sherwin-Williams paint color to match.	Approved with Conditions	06/30/2026		06/30/2026
11559055281283987892	06/30/2026	Blackstone Metropolitan District	I don't see where to include the application fee.	Received		20	06/30/2026
11559055281284013817	07/02/2026	Blackstone Metropolitan District	Black solar panels, mounted flush to roof of home. Spec Sheets included contain panel details. Any exposed conduit is painted to match the surface to which it is attached.	Under Review	07/02/2026	18	07/02/2026
11559055281284082730	07/08/2026	Blackstone Metropolitan District	the tree n our front died because of the frost and other things. We want to get a new tree; the rocky mountain maple is on the approved list.	Approved with Conditions	07/08/2026		07/08/2026
11559055281284084737	07/08/2026	Blackstone Metropolitan District	Replacing exterior trim and some siding due to water damage/age wear. Exterior paint of similar color scheme but not exact paint. Replacing flat panels with siding and removing faux planter boxes.	Under Review	07/08/2026	12	07/08/2026

Architectural Review Detail

Request ID	Received Date	Association	Description	Status	Status Updated	Days Open	Last Activity
			Also replacing gutter on back of house to match paint.				
11559055281284103117	07/09/2026	Blackstone Metropolitan District	Greetings! I am submitting a design review request form for my backyard. Please advise if I have left anything out. Thank you, Kimberly Grimshaw	Under Review	07/10/2026	11	07/13/2026
11559055281284189279	07/16/2026	Blackstone Metropolitan District	New Build Request	Under Review	07/16/2026	4	07/16/2026

Violation Detail

Properties: Blackstone Metropolitan District - 9351 Grant Street Ste 500 Thornton, CO 80229

Homeowners: Active

Date Range: 06/16/2026 to 07/21/2026

Violation Status: In Progress, In Dispute, Corrected, and On Hold

Violation ID	Inspection Date	Rule	Violation Description	Status	History
10,369	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,360	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,433	07/07/2026	Hazardous Activities or Materials	It has been brought to our attention that a fire torch is being used to remove weeds on your property. For the safety of the community, this practice is not permitted. Due to the current drought conditions and the increased risk of fire, the use of an	In Progress	07/07/2026, Violation Created; 07/07/2026, Blackstone - Courtesy Advisory Notice Letter Emailed
10,588	07/15/2026	Dead/Dying Tree(s)	It has come to our attention that the tree in the backyard is dead. Please follow all necessary steps to have this taken care of.	In Progress	07/15/2026, Violation Created
10,590	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn is starting to deteriorate. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,571	07/15/2026	Dead/Dying Shrub(s)	It has come to our attention that you have dead shrubs on the property. Please remove.	In Progress	07/15/2026, Violation Created
10,364	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00

Violation Detail

Violation ID	Inspection Date	Rule	Violation Description	Status	History
10,359	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/14/2026, Status Updated to Corrected
10,572	07/15/2026	Dead/Dying Shrub(s)	It has come to our attention that you have dead shrubs in the rock bed. Please remove.	In Progress	07/15/2026, Violation Created
10,363	07/01/2026	Lots to be Maintained	It has come to our attention the lot needs to be mowed, and weeds need to be removed. Please take care of this as soon as possible.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00; 07/16/2026, Status Updated to Corrected
10,582	07/15/2026	Lots to be Maintained	It has come to our attention that the lot is full of weeds and needs to be mowed. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,574	07/15/2026	Dead/Dying Shrub(s)	It has come to our attention that the shrub in the rock bed is dead. Please remove.	In Progress	07/15/2026, Violation Created
10,228	06/16/2026	Weeds on Lot	It has come to our attention that the backyard has weeds. Please take care of this as soon as possible.	Corrected	06/16/2026, Violation Created; 06/16/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/09/2026, Status Updated to Corrected
10,578	07/15/2026	Dead/Dying Landscaping	It has come to our attention that there are bare spots on the front lawn. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,577	07/15/2026	Dead/Dying Shrub(s)	It has come to our attention the shrub in the rock bed is dead. Please remove.	In Progress	07/15/2026, Violation Created
10,371	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00

Violation Detail

Violation ID	Inspection Date	Rule	Violation Description	Status	History
10,584	07/15/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree in the yard. Please follow all necessary steps to have this taken care of.	In Progress	07/15/2026, Violation Created
10,585	07/15/2026	Dead/Dying Tree(s)	It has come to our attention that the tree in the front yard is dead. Please follow all necessary steps to have this taken care of.	In Progress	07/15/2026, Violation Created
10,361	07/01/2026	Weeds on Lot	It has come to our attention that you have weeds in the rock bed. Please remove.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,367	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/14/2026, Status Updated to Corrected
10,575	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn is brown. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,362	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,573	07/15/2026	Dead/Dying Tree(s)	It has come to our attention that the trees in the front yard are dead. Please follow all necessary steps to have this taken care of.	In Progress	07/15/2026, Violation Created
10,366	07/01/2026	Dead/Dying Shrub(s)	It has come to our attention that you have a dead shrub on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/14/2026, Status Updated to Corrected
10,365	07/01/2026	Weeds in Rock Bed	It has come to our attention that the rock bed has weeds. Please remove.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,368	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed;

Violation Detail

Violation ID	Inspection Date	Rule	Violation Description	Status	History
			of.		07/09/2026, Status Updated to Corrected
10,576	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn is starting to brown. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,381	07/01/2026	Weeds in Rock Bed	It has come to our attention that you have weeds in the rock bed. Please remove.	Corrected	07/01/2026, Violation Created; 07/14/2026, Status Updated to Corrected
10,580	07/15/2026	Weeds in Rock Bed	It has come to our attention that the rock bed has weeds in the back yard. Please remove.	In Progress	07/15/2026, Violation Created
10,581	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn has deteriorated. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,587	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn is starting to deteriorate. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,579	07/15/2026	Dead/Dying Tree(s)	It has come to our attention that the front lawn has a dead tree in the yard that will need to be removed and replaced. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,589	07/15/2026	Dead/Dying Shrub(s)	It has come to our attention that the shrubs in the front and back yard are dead. Please follow all necessary steps to have this taken care of.	In Progress	07/15/2026, Violation Created
10,377	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,378	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00

Violation Detail

Violation ID	Inspection Date	Rule	Violation Description	Status	History
10,374	07/01/2026	Weeds on Lot	It has come to our attention that you have weeds on the lot. Please remove.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,325	06/29/2026	Weeds on Lot	It has come to our attention that the property has weeds. Please remove.	Corrected	06/29/2026, Violation Created; 06/29/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,376	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,583	07/15/2026	Dead/Dying Lawn	It has come to our attention that the lawn has deteriorated. Please take care of this as soon as possible.	In Progress	07/15/2026, Violation Created
10,375	07/01/2026	Weeds on Lot	It has come to our attention that you have weeds near the fence. Please remove.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/14/2026, Status Updated to Corrected
10,416	07/06/2026	Landscape Maintenance	It has come to our attention that the lawn is starting to turn brown. Please take care of this as soon as possible.	In Progress	07/06/2026, Violation Created; 07/06/2026, Blackstone - Courtesy Advisory Notice Letter Emailed
10,370	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,379	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed;

Violation Detail

Violation ID	Inspection Date	Rule	Violation Description	Status	History
			of.		07/15/2026, Status Updated to Corrected
10,380	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected
10,535	07/13/2026	Weeds on Lot	It has come to our attention that the rock bed has weeds. Please remove.	In Progress	07/13/2026, Violation Created
10,373	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	In Progress	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Violation Submitted to Mailing Partner; 07/15/2026, Continuous Violation & Fine Notification Letter Emailed; 07/15/2026, Charge Created for \$50.00; 07/15/2026, Charge Created for \$15.00
10,372	07/01/2026	Dead/Dying Tree(s)	It has come to our attention that you have a dead tree on the property. Please remove and follow all necessary steps to have this taken care of.	Corrected	07/01/2026, Violation Created; 07/02/2026, Blackstone - Courtesy Advisory Notice Letter Emailed; 07/15/2026, Status Updated to Corrected



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Christopher Hernandez
Project Name: Blackstone Metro District
Project Description: 2026 IQ4 Smart Controller Upgrade 01
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 139602
Date of Agreement: 7/16/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 7/16/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$18,000.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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 arrester on the input/line voltage side to protect the expensive hardware against damage from power surges

*** There are only 15 Controllers recommended for upgrade at this time. These 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. To Convert these 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 time to program each decoder.***

Description	Quantity	Unit	Unit Price	Price
IQ4G Communication Cartridge	1.00	EA	18,000.00	18,000.00
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.

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:



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Christopher Hernandez
Project Name: Blackstone Metro District
Project Description: 2026 Smart Controller Upgrade 2
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 139606
Date of Agreement: 7/16/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 7/16/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$106,066.28** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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.

Description	Quantity	Unit	Unit Price	Price
Controller - Weathertrak PRO3 36 Sta	8.00	EA	12,333.33	98,666.64
Controller - Pedestal Weathertrak Pro3 - Standard Coat	8.00	EA	1,633.33	13,066.64
Group Total				\$111,733.28

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	Unit Price	Price
Project Discount	1.00	EA	-5,667.00	-5,667.00
Group Total				-\$5,667.00

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.

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:



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Christopher Hernandez
Project Name: Blackstone Metro District
Project Description: 2026 Smart Controller Upgrade 3
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 139624
Date of Agreement: 7/16/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 7/16/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$93,433.62** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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.

Description	Quantity	Unit	Unit Price	Price
Controller - Weathertrak PRO3 36 Sta	7.00	EA	12,333.33	86,333.31
Controller - Pedestal Weathertrak Pro3 - Standard Coat	7.00	EA	1,633.33	11,433.31
Group Total				\$97,766.62

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	Unit Price	Price
Project Discount	1.00	EA	-4,333.00	-4,333.00
Group Total				-\$4,333.00

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.

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:



June 24, 2026

WORK ORDER #132023

PROPOSAL FOR

BLACKSTONE METROPOLITAN DISTRICT
BRIGHTSTAR MANAGEMENT GROUP
7777 S. COUNTRY CLUB PKWY
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

WeatherTrak Controllers Installation

Scope of Work

Project Description

Provide labor and materials necessary for the installation of new WeatherTrak irrigation controllers throughout the property.

Services Included

- Installation of twenty-one (21) new WeatherTrak irrigation controllers.
- Basic operational verification of installed components upon completion of installation.

Deliverables

- Twenty-one (21) WeatherTrak Irrigation Controllers.
- Installed components verified for proper connection and operation at the time of installation.

Exclusions

- Troubleshooting, repair, and modifications above the simple install of the new controllers is excluded.
- Programming, system redesign, electrical work, trenching, or modifications to existing infrastructure.
- Diagnosis or correction of pre-existing irrigation system issues.

-
- Any work beyond the installation of the new WeatherTrak controllers is excluded.

Sale	\$173,167.37
Sales Tax	\$0.00
Total	\$173,167.37

**BLACKSTONE METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Installation of weatherTrak Controllers	\$0.00	\$173,167.37
	\$0.00	\$173,167.37

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Patrick Atkinson

Date 6/24/2026

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**BRIGHTSTAR
MANAGEMENT GROUP**

as Agent for

**BLACKSTONE
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.



June 24, 2026

WORK ORDER #132020

PROPOSAL FOR

BLACKSTONE METROPOLITAN DISTRICT
BRIGHTSTAR MANAGEMENT GROUP
7777 S. COUNTRY CLUB PKWY
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

RainBird IQ4 Cartridges Installation

Scope of Work

Project Description

Provide labor and materials necessary for the installation of new Rain Bird IQ4 communication cartridges and rain sensors throughout the property.

Services Included

- Installation of twenty-one (21) new Rain Bird IQ4 communication cartridges in existing irrigation controllers.
- Installation of twenty-one (21) rain sensors at designated controller locations.
- Connection of the installed IQ4 cartridges and rain sensors to the existing irrigation system.
- Basic operational verification of installed components upon completion of installation.

Deliverables

- Twenty-one (21) Rain Bird IQ4 communication cartridges installed.
- Twenty-one (21) rain sensors installed.
- Installed components verified for proper connection and operation at the time of installation.

Exclusions

-
- Troubleshooting, repair, replacement, or upgrading of existing irrigation controllers, wiring, valves, sensors, communication equipment, or any other irrigation system components.
 - Programming, system redesign, controller replacement, electrical work, trenching, or modifications to existing infrastructure.
 - Diagnosis or correction of pre-existing irrigation system issues.
 - Any work beyond the installation of the Rain Bird IQ4 cartridges and rain sensors specified in this proposal.

Sale	\$51,573.00
Sales Tax	\$0.00
Total	\$51,573.00

**BLACKSTONE METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
IQ4 cartridges and rain sensors	\$0.00	\$51,573.00
	\$0.00	\$51,573.00

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____

Patrick Atkinson

Date 6/24/2026

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**BRIGHTSTAR
MANAGEMENT GROUP**

as Agent for

**BLACKSTONE
METROPOLITAN DISTRICT**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.



9168 Marshall Place, Suite 100
Westminster, CO 80031
Phone: (303) 429-3326
Fax: (303) 429-2653
www.RadiantLightingServices.com

Job Work Order

18890

Customer:

Blackstone Metro District
C/O BRIGHTSTAR MANAGEMENT
GROUP
9351 Grant Street, Ste 500,
Thornton, Colorado 80229
P: (303) 952-4004
Tax:

Job Details:

Schedule Date:	06/18/26	Customer PO:	
Job Type:	HOA Service	Requested By:	LUCAS NISHIMOTO
Job Status:	Completed	RLS Materials:	
Technician:	Jaymasen Reed	Helper:	

Travel	Start	Finish	Duration	Site Address:
0:54:36	06/18/26 10:07 PM	06/18/26 10:34 PM	0:27:25	Blackstone Metro District 7777 S Country Club Pkwy, Aurora CO, 80016

Scope of Work:

Please do night check of all 34 mailbox stations so that Radiant can prepare a proposal to install new Solar King lighting systems where needed.

Completion Notes:

Went to all mailbox stations didn't see any motion lights or light by mailboxes- All locations did not have any lights

Materials Used:

SUBMITTED TO: Blackstone Metro District
C/O BRIGHTSTAR
MANAGEMENT GROUP

DATE: 06/22/2026

JOB NAME: Blackstone Metro District
C/O BRIGHTSTAR

JOB LOCATION: MANAGEMENT GROUP

ATTN: LUCAS NISHIMOTO
PHONE: (303) 551-8890
EMAIL: lnishimoto@brightstarcolorado.com

SCOPE OF WORK:

Install 34 total Solar King Sentinel Mailbox Lighting systems at 34 Mail box locations per map provided and 1 extra found while doing drive through.

Fixtures can be ordered in sandstone or postal gray.

Fixture will mount to existing concrete with epoxy fastening bolts. Bid does not include any work to existing concrete. Any weak or brittle concrete or any concrete that breaks when drilled is to be repaired/replaced by others and is not included in this proposal.

A down payment of \$82,000.00 will be required to cover cost of fixtures & shipping, before fixtures can be ordered. Remainder will be due and payable upon completion.

Fixtures are non-returnable and can not be cancelled once ordered.

Bid does not include any permit fees or other fees by local jurisdiction.

*ALL WORK IS TO BE DONE DURING NORMAL BUSINESS HOURS.

**ANY OTHER ITEMS NOT LISTED ABOVE ARE NOT INCLUDED IN THIS PROPOSAL.

WE PROPOSE: Hereby to furnish material and labor – complete in accordance with the above specifications.

FOR THE SUM OF: \$106,139.94

PAYMENT TO BE MADE AS FOLLOWS: 50% Down-payment required, Remainder due on completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collections service. Customer agrees to pay all court costs and reasonable attorney fees for collection of all past due amounts owed, plus interest thereon at 18% (eighteen percent) per annum on all such amounts outstanding.

AUTHORIZED SIGNATURE.....

Note: This proposal may be withdrawn by us if not accepted within 60 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature.....

Signature.....

Date of Acceptance.....

RADIANT LIGHTING SERVICES, INC.
Electrical & Lighting Contractors



Lamps / Fixtures / Maintenance Contracts / Retro-Fit / Commercial / Industrial / Residential / 24 Hour Emergency Service

9168 Marshall Place
Suite 100
Westminster, CO 80031
O: (303) 429-3326
F: (303) 429-2653
State License #3472









A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Shawn Crick
Project Name: Blackstone Metro District
Project Description: 2026 Mulch Topdress
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 138071
Date of Agreement: 6/10/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/10/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$17,500.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature	Date
----------------------	------

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Add group description here

This estimate is to install up to 100 yards of gorilia hair mulch across the property where needed. If additional mulch is needed it will be priced at \$175 a yard to fully topdress the beds with 1" of fresh mulch.

Description	Quantity	Unit	Unit Price	Price
Mulch - Cascade / Yard	100.00	YD	175.00	17,500.00
Group Total				\$17,500.00

_____ 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.



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Casey Hare
Project Name: Blackstone Metro District
Project Description: 2026 Rock / Breeze Refresh
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 138224
Date of Agreement: 6/15/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/15/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$6,800.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Rock / Breeze Refresh

As priced as an option in the original contract, provide and install 25 tons of gravel or breeze to wherever is needed the most in the community.

Additional gravel or breeze can be coordinated in a separate agreement if needed.

Description	Quantity	Unit	Unit Price	Price
Stone- Pea Gravel 3/8" By the Ton (NO FABRIC)	25.00	TON	272.00	6,800.00
Group Total				\$6,800.00

_____ 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.



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Casey Hare
Project Name: Blackstone Metro District
Project Description: 2026 Country Club Islands - Shrubs
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 138211
Date of Agreement: 6/15/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/15/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

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2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

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A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

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D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$25,825.86** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Demo and Prep

Perform the following along to the "shrub triangles" along S. County Club Pkwy:

- Each of the (24) alternating cobble "triangles" that we're addressing currently have 3-5 large, leafy green shrubs of wildly varying size and health. Remove all of the shrubs and prep the cobble sections for planting.

Description	Quantity	Unit	Unit Price	Price
Shrub Removal	1.00	EA	4,371.43	4,371.43
Group Total				\$4,371.43

_____ 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.

Irrigation and Planting

Perform the following along to the "shrub triangles" along S. County Club Pkwy:

- Prepare irrigation for planting - modify lateral piping as needed (not much expected here)
- Plant an alternating palette of shrubs in each planting triangle. Plantings to be done in groupings of six (6)
- Install correct irrigation to each newly planted shrub

Description	Quantity	Unit	Unit Price	Price
Lateral Line 1" Poly	50.00	LF	3.16	157.93
Rose- Knock Out Double Pink #5	48.00	EA	135.00	6,480.00
Spirea- Limemound #5	48.00	EA	129.42	6,212.31
Smokebush - Purple #5	48.00	EA	165.44	7,941.15
Group Total				\$20,791.39

_____ 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.

Cobble

Perform the following along to the "shrub triangles" along S. County Club Pkwy:

- Bring 2 tons of matching cobble to fill any gaps and topdress after planting

Description	Quantity	Unit	Unit Price	Price
Cobble - White Cobble 4-8 by the Ton (NO FABRIC)	2.00	TON	331.52	663.04
Group Total				\$663.04

_____ 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.

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:



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Casey Hare
Project Name: Blackstone Metro District
Project Description: 2026 Pea Gravel Rake - T&M
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 138223
Date of Agreement: 6/15/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/15/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$4,750.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature	Date
----------------------	------

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Rake/Redistribute Pea Gravel and Breeze

Rake/redistribute pea gravel and breeze throughout the property. Priority will be given to the interior islands and walkways. Outside the fence, around the exterior perimeter of the neighborhood, will also be considered as a lower priority.

This proposal is for (2) three-man crew days (60hrs total) of labor and equipment for gravel raking. No new material will be provided. Actual hours used will be billed at a Time and Materials rate, understanding that 60 hours may not be enough to reach the entire property. If so, Environmental Designs and Blackstone board/management will decide if a second wave of raking will be prudent.

Description	Quantity	Unit	Unit Price	Price
Rake and Redistribute Gravel and Breeze	1.00	EA	4,750.00	4,750.00
Group Total				\$4,750.00

_____ 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.



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Casey Hare
Project Name: Blackstone Metro District
Project Description: 2026 Roundabout Planting
Project Address:

Agreement #: J119677 138199
Date of Agreement: 6/15/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/15/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$25,491.16** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District

303-551-8890

Contractor Signature	Date
----------------------	------

Client Signature	Date
------------------	------

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Demo and Prep

Perform the following at the (3) roundabouts in the community (S. Blackstone Pkwy/ E Alder Dr and E Mineral Dr, S. Country Club Pkwy/S Blackstone Pkwy and E Irish Dr, and S. Country Club Pkwy/E Mineral Dr):

- Remove junipers from lower planting levels
- Remove 50% of upper level junipers, leave the ones that are close to spilling over the side. Also relocate 50% of remaining junipers to be planted right on the edge of the upper planter to cause the desired spill-over effect.

Description	Quantity	Unit	Unit Price	Price
Juniper Removal/Relocation	1.00	EA	617.86	617.86
Group Total				\$617.86

_____ 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.

Irrigation and Planting

Perform the following at the (3) roundabouts in the community (S. Blackstone Pkwy/ E Alder Dr and E Mineral Dr, S. Country Club Pkwy/S Blackstone Pkwy and E Irish Dr, and S. Country Club Pkwy/E Mineral Dr):

- Prepare irrigation for planting - replace drip irrigation valve and add lateral piping as needed.
- Plant a variety of shrubs and perennials to the lower level
- Plant a variety of perennials to the upper level (no shrubs on the upper level)
- Ensure correct irrigation is installed to each planting

Description	Quantity	Unit	Unit Price	Price
Valve - 1" RB	3.00	EA	643.64	1,930.93
Lateral Line 1" Poly	300.00	LF	3.16	947.59
Rose- Knock Out Double Pink #5	20.00	EA	135.00	2,700.00
Spirea- Limemound #5	20.00	EA	129.42	2,588.46
Manzanita- Chieftan #3	20.00	EA	113.62	2,272.44
Perennial - Salvia May Night #1	30.00	EA	54.23	1,626.83
Perennial - Red Valerian/Jupiter's Beard #1	30.00	EA	54.23	1,626.83
Perennial - Penstemon Husker Red #1	30.00	EA	56.04	1,681.20
Perennial - Daisy Shasta Dwarf #1	30.00	EA	57.02	1,710.48
Perennial - Coneflower Cheyenne Spirit #1	30.00	EA	58.27	1,748.13
Perennial - Yarrow Moonshine #1	30.00	EA	56.18	1,685.39
Grass- Blue Grama 'Blond Ambition' #1	30.00	EA	66.22	1,986.54
Group Total				\$22,504.82

_____ 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.

Mulch

Perform the following at the (3) roundabouts in the community (S. Blackstone Pkwy/ E Alder Dr and E Mineral Dr, S. Country Club Pkwy/S Blackstone Pkwy and E Irish Dr, and S. Country Club Pkwy/E Mineral Dr):

- Install 1-2" topdress of matching shredded cedar mulch to each newly installed roundabout

Description	Quantity	Unit	Unit Price	Price
Mulch - Cascade Cedar (1" Thick)	3,500.00	SF	0.68	2,368.48
Group Total				\$2,368.48

_____ 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.

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:



A MONARCH LANDSCAPE COMPANY

Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Shawn Crick
Project Name: Blackstone Metro District
Project Description: 2026 Summer Turf Products
Project Address: 9351 Grant St, Ste 500
Thornton, CO 80229

Agreement #: J119677 139418
Date of Agreement: 7/13/2026
Client Phone Number: 303-551-8890
Client Email: lnishimoto@brightstarcolorado.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 7/13/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Blackstone Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitae, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$26,100.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

B. Per the state and local sales tax codes, all materials are subject to sales tax and the appropriate Sales Tax will be added to the final bill for all materials utilized performing the services included in this Agreement, unless the Project outlined within this agreement is exempt from sales tax through the State of Colorado and/or the local municipality that the Project is located in and Client has provided the necessary Sales Tax Exemption documentation.

C. This price is valid for ten (10) days from the date of this Agreement.

D. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

E. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

F. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

H. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

I. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Maintenance Services on Commercial and Residential Properties.
2. Landscape Design Services by in house Architects and Designers.
3. All sizes of landscape construction projects, both residential and commercial.
4. Irrigation system design, installation, and service.
5. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decks, etc.
6. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
7. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
8. Full Arbor Services including tree pruning, tree removal, and stump grinding.
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Blackstone Metro District
9351 Grant St, Ste 500
Thornton, CO 80229
303-551-8890

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____ Date/Time: _____

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:

Revive Turf & Soil Treatment

Turf that appears unhealthy or stressed (showing signs of browning or dormancy) can be significantly improved by an application of Revive. This product and subsequent application, supplies elements to the grass to help supplement your irrigation and fertilization program.

While the residual effects of this application are shorter than other options, Revive is a cost-effective application to help improve the color of a struggling lawn about 2x as fast as other means

Description	Quantity	Unit	Unit Price	Price
Revive Turf & Soil Treatment	770.00	KSM	11.04	8,500.00
Group Total				\$8,500.00

_____ 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.

Soil Conditioner & Surfactant

Soil Conditioner/Surfactants are a supplemental turf treatment that promotes more efficient use of irrigation water, resulting in a healthier more drought resistant lawn. By aiding the grass's root system in attracting /retaining water, there is less evaporation and runoff.

This is a synthetic, granular product that once applied via broadcast spreader, has a good residual effect and will help improve the lawn throughout the summer.

It is highly recommended to add one application per season in the spring for best results. A second application in the fall before irrigation winterizations occur is a great investment in the health of your turf, further promotion winter moisture retention, and thus protecting your turf from harsh, and often dry Colorado winters

Description	Quantity	Unit	Unit Price	Price
Aquicare Plus Turf & Soil Treatment	770.00	KSM	22.86	17,600.00
Group Total				\$17,600.00

_____ 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.

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:

3-Year Pruning Plan

June 16, 2026

Plan #: 1345004



Tree Care Service Address/Location

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel:3035518890

Tree Care Service Billing Address

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel:3035518890

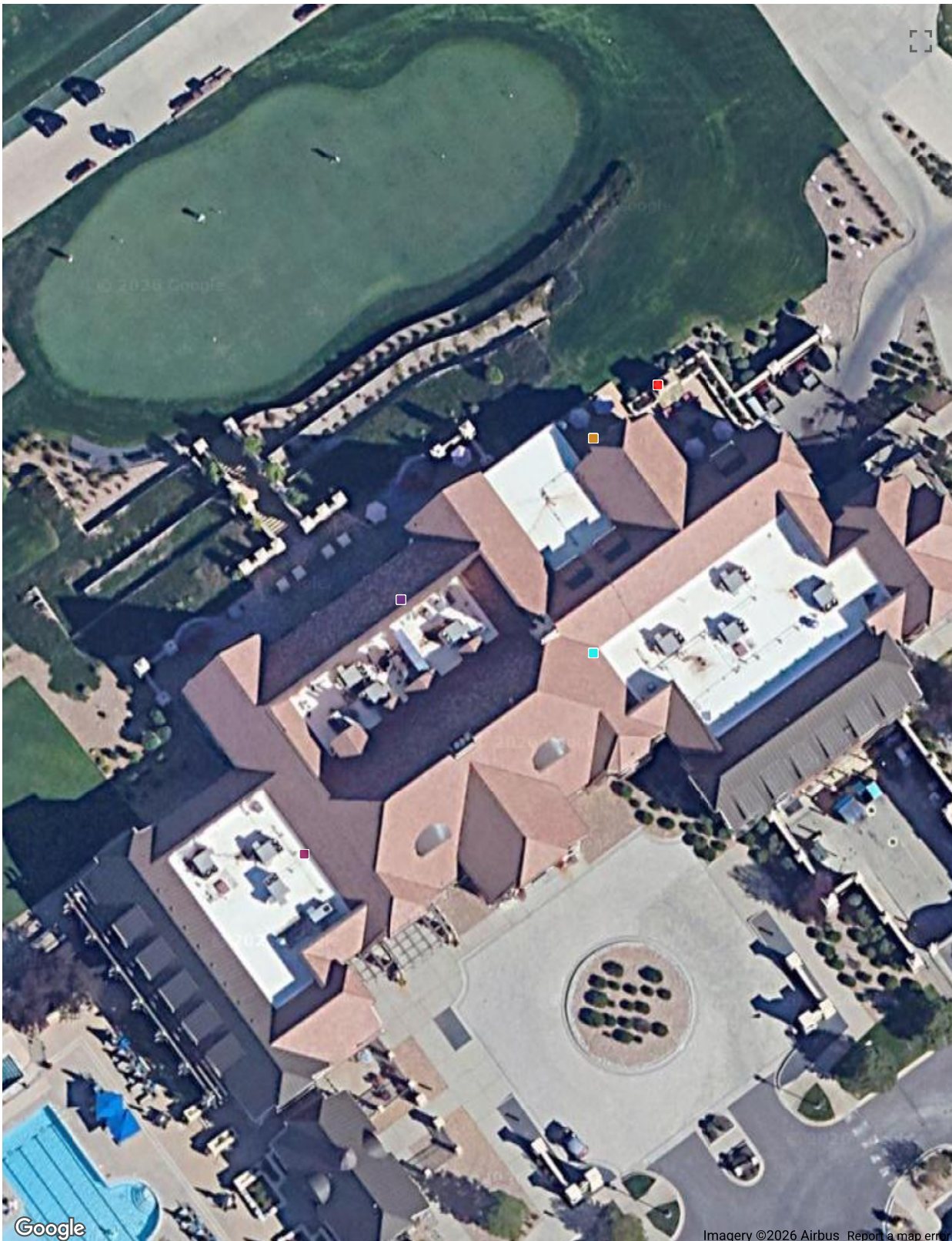
Monarch Tree Services - Colorado

A Division of Environmental Designs LLC
Brighton, Colorado 80640
coloradoarborcrew4@monarchlandscape.com

Blackstone Metro District

	Qty	Species	Service	2026	2027	2028
	48	Ash Species	Clearance Prune / Deadwood Removal / Structure Prune	\$2,820	\$0	\$0
	60	Catalpa Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$3,861
	34	Choke Cherry	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$2,176
	186	Crabapple Species	Clearance Prune / Deadwood Removal / Structure Prune	\$9,000	\$0	\$0
	102	Elm Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$6,599
	118	Hackberry Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$6,318
	80	Hawthorn Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$5,125
	425	Linden Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$28,080
	214	Locust Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$13,104	\$0
	696	Maple Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$40,320	\$0
	394	Oak Species	Clearance Prune / Deadwood Removal / Structure Prune	\$22,080	\$0	\$0
	40	Pear Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$2,527
	186	Pine Species	Crown Raise	\$10,200	\$0	\$0
	14	Redbud Species	Clearance Prune / Deadwood Removal / Structure Prune	\$0	\$0	\$842
	101	Spruce Species	Crown Raise	\$8,160	\$0	\$0
Proposed Annual Investment				\$52,260	\$53,424	\$55,528

Blackstone Metro District (2026)



Legend (915)

- Maple Species (0/696)
- Linden Species (0/425)
- Oak Species (394/394)
- Locust Species (0/214)
- Pine Species (186/186)
- Crabapple Species (186/186)
- Hackberry Species (0/118)
- Elm Species (0/102)
- Spruce Species (101/101)
- Hawthorn Species (0/80)
- Catalpa Species (0/60)
- Ash Species (48/48)
- Pear Species (0/40)
- Choke Cherry (0/34)
- Redbud Species (0/14)

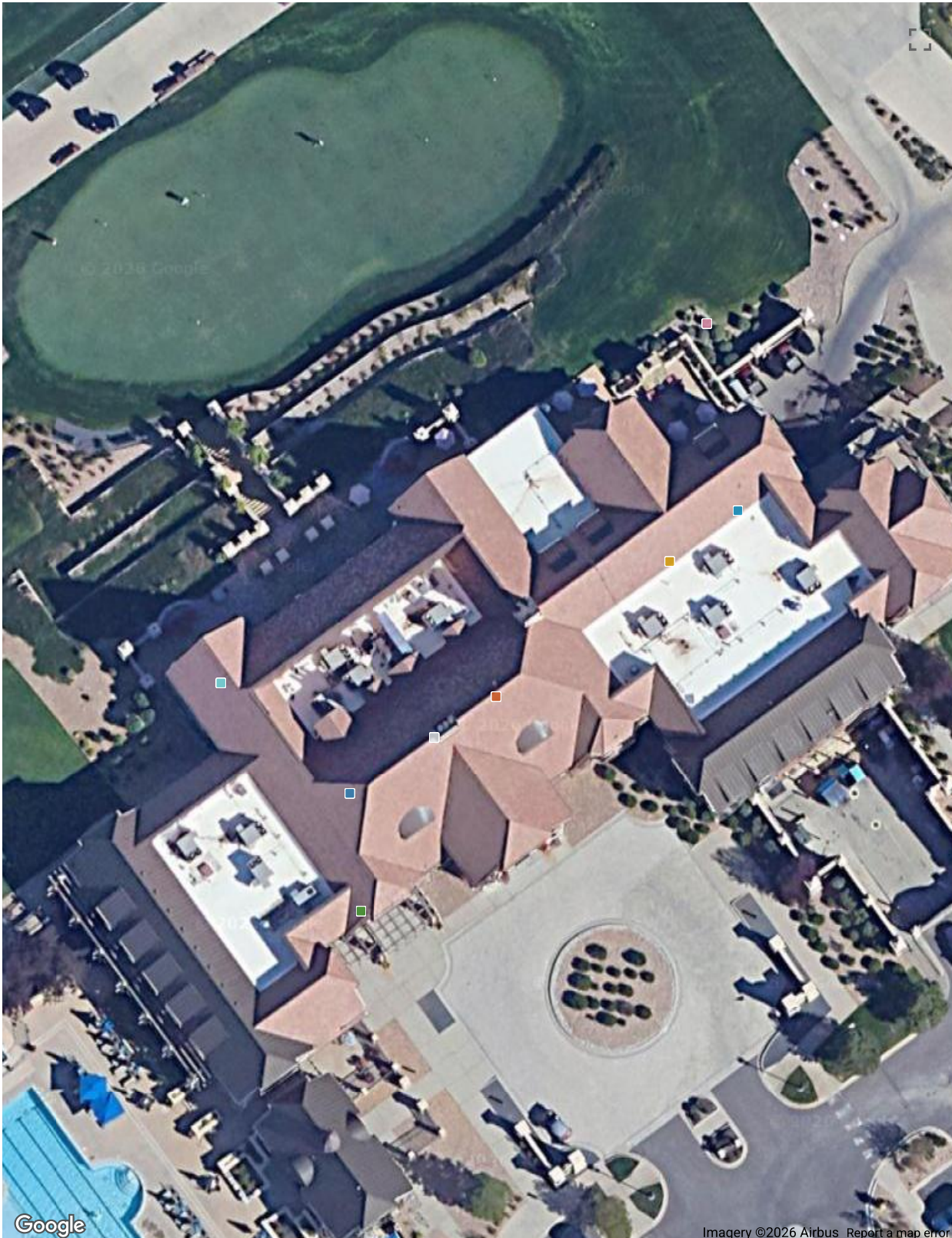
Blackstone Metro District (2027)



Legend (910)

- Maple Species (696/696)
- Linden Species (0/425)
- Oak Species (0/394)
- Locust Species (214/214)
- Pine Species (0/186)
- Crabapple Specie... (0/186)
- Hackberry Specie... (0/118)
- Elm Species (0/102)
- Spruce Species (0/101)
- Hawthorn Species (0/80)
- Catalpa Species (0/60)
- Ash Species (0/48)
- Pear Species (0/40)
- Choke Cherry (0/34)
- Redbud Species (0/14)

Blackstone Metro District (2028)



Legend (873)

- Maple Species (0/696)
- Linden Species (425/425)
- Oak Species (0/394)
- Locust Species (0/214)
- Pine Species (0/186)
- Crabapple Specie... (0/186)
- Hackberry Specie... (118/118)
- Elm Species (102/102)
- Spruce Species (0/101)
- Hawthorn Species (80/80)
- Catalpa Species (60/60)
- Ash Species (0/48)
- Pear Species (40/40)
- Choke Cherry (34/34)
- Redbud Species (14/14)

Monarch Tree Services - Colorado

A Division of Environmental Designs LLC
12511 E 112th Ave

Brighton, Colorado 80640

Alex Masnata

alex.masnata@monarchlandscape.com

tel: 719.774.2782

Service Address/Location

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel: 3035518890

Service Billing Address

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel: 3035518890

Plant Health Care Treatment Plan

Quantity	Species	Treatment	Timing	Price
1 	Linden Species	Aphid Prevention	June, 2027	\$ 6,375
1 	Ash Species	Ash Borer Injection	June, 2027	\$ 7,200
1 	Locust Species	Botryosphaeria Prevention	June, 2027	\$ 3,852
1 	Maple Species	Iron	June, 2027	\$ 10,440
1 	Pine Species	Bark Beetle Suppression	July, 2027	\$ 3,348
1 	Spruce Species	Bark Beetle Suppression	July, 2027	\$ 1,900
1 	Ash Species	Summer Stress Relief	July, 2027	\$ 960
1 	Catalpa Species	Summer Stress Relief	July, 2027	\$ 1,200
1 	Choke Cherry	Summer Stress Relief	July, 2027	\$ 680
1 	Crabapple Species	Summer Stress Relief	July, 2027	\$ 3,720
1 	Elm Species	Summer Stress Relief	July, 2027	\$ 2,040
1 	Hackberry Species	Summer Stress Relief	July, 2027	\$ 2,360
1 	Hawthorn Species	Summer Stress Relief	July, 2027	\$ 1,600
1 	Linden Species	Summer Stress Relief	July, 2027	\$ 8,500

1		Locust Species	Summer Stress Relief	July, 2027	\$ 4,280
1		Maple Species	Summer Stress Relief	July, 2027	\$ 13,920
1		Oak Species	Summer Stress Relief	July, 2027	\$ 7,800
1		Pear Species	Summer Stress Relief	July, 2027	\$ 800
1		Pine Species	Summer Stress Relief	July, 2027	\$ 3,720
1		Redbud Species	Summer Stress Relief	July, 2027	\$ 280
1		Spruce Species	Summer Stress Relief	July, 2027	\$ 2,020
1		Pine Species	Bark Beetle Suppression	September, 2027	\$ 3,348
1		Spruce Species	Bark Beetle Suppression	September, 2027	\$ 1,900
1		Oak Species	Fusarium Wilt Prevention	September, 2027	\$ 4,728
1		Ash Species	Deep Root Fertilization	November, 2027	\$ 864
1		Catalpa Species	Deep Root Fertilization	November, 2027	\$ 1,080
1		Choke Cherry	Deep Root Fertilization	November, 2027	\$ 612
1		Crabapple Species	Deep Root Fertilization	November, 2027	\$ 3,348
1		Elm Species	Deep Root Fertilization	November, 2027	\$ 1,836
1		Hackberry Species	Deep Root Fertilization	November, 2027	\$ 2,124
1		Hawthorn Species	Deep Root Fertilization	November, 2027	\$ 1,440

1		Linden Species	Deep Root Fertilization	November, 2027	\$ 7,650
1		Locust Species	Deep Root Fertilization	November, 2027	\$ 3,852
1		Maple Species	Deep Root Fertilization	November, 2027	\$ 12,528
1		Oak Species	Deep Root Fertilization	November, 2027	\$ 7,092
1		Pear Species	Deep Root Fertilization	November, 2027	\$ 720
1		Pine Species	Deep Root Fertilization	November, 2027	\$ 3,348
1		Redbud Species	Deep Root Fertilization	November, 2027	\$ 252
1		Spruce Species	Deep Root Fertilization	November, 2027	\$ 1,818

Total: \$ 145,535

Plant Health Care Treatment Definitions

Aphid Prevention

Ash Borer Injection

Inject trucks to prevent and control Emerald Ash Borer

Bark Beetle Suppression

Botryosphaeria Prevention

Deep Root Fertilization

Fusarium Wilt Prevention

Iron

Inject soil with iron to prevent deficiency

Summer Stress Relief

A 100% organic Monarch Custom Treatment. Reducing tree stress, boosting tree health and resilience during summer. Four gallons per inch of trunk diameter dosed for each tree. Humic acid, fulvic acid, biochar, fish emulsion, kelp, molasses, and yucca extract. Each component provides support and improves growing conditions, because trees need summer stress relief.

Plant Health Care 2027



Terms and Conditions for Tree Care Services

1. Performance by Company:

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Company shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

2. Workmanship:

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, The Company will remove wood, brush and debris incidental to the work.

3. Insurance:

The Company is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

4. Ownership:

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner.

The Company is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

5. Limitations:

The customer must identify all non- public utilities. The Company assumes no responsibility for the location of or damage to underground utilities not clearly marked by the customer prior to commencement of site services. Stump grinding and removals as proposed will occur where public utilities allow.

6. Terms of Payment:

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Customer

	July 16, 2026
Signature	Date
Lucas Nishimoto	July 16, 2026
Printed Name	Date

Tree Care Service Provider

<i>Alex Masnata</i>	July 16, 2026
Signature	Date
Alex Masnata	July 16, 2026
Printed Name	Date

Monarch Tree Services - Colorado

A Division of Environmental Designs LLC
12511 E 112th Ave

Brighton, Colorado 80640

Alex Masnata

alex.masnata@monarchlandscape.com

tel: 719.774.2782

Service Address/Location

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel: 3035518890

Service Billing Address

Blackstone Metro District
7777 South Country Club Parkway
Aurora, Colorado 80016
Lucas Nishimoto
lnishimoto@brightstarcolorado.com
tel: 3035518890

Plant Health Care Treatment Plan

Quantity	Species	Treatment	Timing	Price
1 	Pine Species	Bark Beetle Suppression	July, 2026	\$ 3,348
1 	Spruce Species	Bark Beetle Suppression	July, 2026	\$ 1,900
1 	Ash Species	Summer Stress Relief	July, 2026	\$ 960
1 	Catalpa Species	Summer Stress Relief	July, 2026	\$ 1,200
1 	Choke Cherry	Summer Stress Relief	July, 2026	\$ 680
1 	Crabapple Species	Summer Stress Relief	July, 2026	\$ 3,720
1 	Elm Species	Summer Stress Relief	July, 2026	\$ 2,040
1 	Hackberry Species	Summer Stress Relief	July, 2026	\$ 2,360
1 	Hawthorn Species	Summer Stress Relief	July, 2026	\$ 1,600
1 	Linden Species	Summer Stress Relief	July, 2026	\$ 8,500
1 	Locust Species	Summer Stress Relief	July, 2026	\$ 4,280
1 	Maple Species	Summer Stress Relief	July, 2026	\$ 13,920
1 	Oak Species	Summer Stress Relief	July, 2026	\$ 7,800
1 	Pear Species	Summer Stress Relief	July, 2026	\$ 800

1		Pine Species	Summer Stress Relief	July, 2026	\$ 3,720
1		Redbud Species	Summer Stress Relief	July, 2026	\$ 280
1		Spruce Species	Summer Stress Relief	July, 2026	\$ 2,020
1		Pine Species	Bark Beetle Suppression	September, 2026	\$ 3,348
1		Spruce Species	Bark Beetle Suppression	September, 2026	\$ 1,900
1		Oak Species	Fusarium Wilt Prevention	September, 2026	\$ 4,728
1		Ash Species	Deep Root Fertilization	November, 2026	\$ 864
1		Catalpa Species	Deep Root Fertilization	November, 2026	\$ 1,080
1		Choke Cherry	Deep Root Fertilization	November, 2026	\$ 612
1		Crabapple Species	Deep Root Fertilization	November, 2026	\$ 3,348
1		Elm Species	Deep Root Fertilization	November, 2026	\$ 1,836
1		Hackberry Species	Deep Root Fertilization	November, 2026	\$ 2,124
1		Hawthorn Species	Deep Root Fertilization	November, 2026	\$ 1,440
1		Linden Species	Deep Root Fertilization	November, 2026	\$ 7,650
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1		Redbud Species	Deep Root Fertilization	November, 2026	\$ 252
1		Spruce Species	Deep Root Fertilization	November, 2026	\$ 1,818
1		Linden Species	Aphid Prevention	June, 2027	\$ 6,375
1		Ash Species	Ash Borer Injection	June, 2027	\$ 7,200
1		Locust Species	Botryosphaeria Prevention	June, 2027	\$ 3,852
1		Maple Species	Iron	June, 2027	\$ 10,440

Total: \$ 145,535

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Aphid Prevention

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Inject trucks to prevent and control Emerald Ash Borer

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Botryosphaeria Prevention

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Fusarium Wilt Prevention

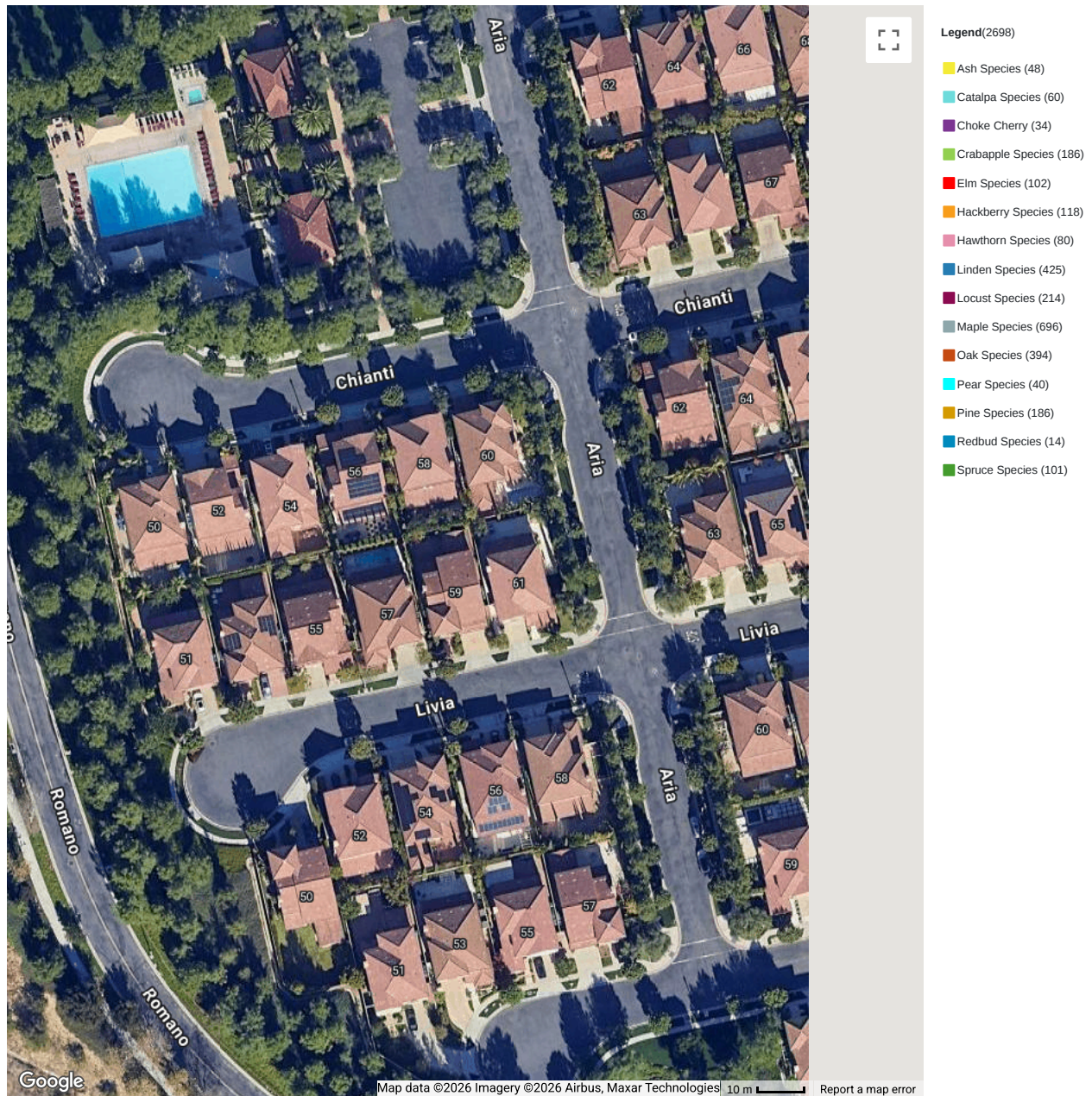
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Plant Health Care 2026



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July 16, 2026

Signature

Date

Lucas Nishimoto

July 16, 2026

Printed Name

Date

Tree Care Service Provider

Alex Masnata

July 16, 2026

Signature

Date

Alex Masnata

July 16, 2026

Printed Name

Date

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Plant Health Care 2028



Terms and Conditions for Tree Care Services

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Customer

	July 16, 2026
Signature	Date
Lucas Nishimoto	July 16, 2026
Printed Name	Date

Tree Care Service Provider

<i>Alex Masnata</i>	July 16, 2026
Signature	Date
Alex Masnata	July 16, 2026
Printed Name	Date

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

HELD TUESDAY, JUNE 16th, 2026 AT 6:00 P.M.

*Blackstone Country Club
7777 Country Club Pkwy.
Aurora, CO 80016*

The regular meeting of the Board of Directors of Blackstone Metropolitan District 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
Melanie Torno, Board Member

One seat on the Board is currently vacant. Brent Johnston was not present at the meeting and his absence was marked unexcused.

Also present were Darah D. Fuller, Esq., WBA, PC, Attorneys at Law, District General Counsel; Curtis Bourgoquin, 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 6:00PM.

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. Director Monahan proposed moving the Social Committee portion of the agenda to before Public Comment. Ms. Fuller advised tabling presentations of proposals from collections law firms and discuss and consider field rental policy and application from the agenda. Following discussion, upon a motion duly made by Director Monahan and seconded by Director Morgan, the Board unanimously approved the agenda as amended.

Committee Reports

Social Committee – The committee discussed final preparations for the upcoming July 4th event. Director Morgan confirmed EDI had located a utility water source for vendors and electrical in the gazebo. The committee discussed bathroom logistics and requested \$300 for dumpster rental and additional funds bringing in water for the bathrooms as needed. Director Monahan motioned to approve the dumpster rental and outside water to be subject to Director Morgan's final approval which was seconded by Director Morgan. The motion was unanimously accepted. The committee also discussed the 09/19/2026 Oktoberfest event with the country club.

Public Comment

A resident raised a concern regarding heavy equipment being parked on neighborhood streets and requested that the developer be notified to cease that practice.

A resident raised questions regarding the architectural review process and third-party design review, noting confusion about the current process and requesting clarification.

A resident addressed the Board on several matters, including board transparency, communication with residents, and board appointments. This resident also submitted a CORA request at this time.

Financial Matters

Unaudited Financial Statements for the Period Ending May 31st, 2026 – Mr. Bourgouin reviewed the unaudited financial statements for the period ending May 31st, 2026 with the Board.

Conduct Public Hearing on 2025 Budget Amendment and Consider Adoption of Resolution Amending 2025 Budget – Mr. Bourgouin presented the proposed budget amendment and corresponding resolution. Director Torno motioned to open a public hearing on this matter which was seconded by Director Morgan before being unanimously approved. After no public comment on the proposed budget amendment and corresponding resolution, Director Monahan motioned to close the public hearing which was seconded by Director Torno before being unanimously approved. Director Monahan motioned to approve the 2025 Budget Amendment and Resolution to Amend the 2025 Budget which was seconded by Director Morgan before being unanimously approved.

Management Report

District ARC/Violation Report – Mr. Nishimoto reported that, as of June 16th, 2026, there were fifteen (15) architectural requests and one hundred one (101) active violations.

EDI ET Irrigation Update Proposal – Mr. Crick from Environmental Designs, Inc. (EDI) reviewed the proposal containing two options for the existing irrigation system controllers. The Board tabled deciding on this proposal until the pending proposals from other vendors can be reviewed. Mr. Crick offered to analyze these proposals as they come in.

Mailbox Lighting Update – Mr. Nishimoto informed the Board that Radiant Lighting will be conducting a night audit of mailbox lighting needs on 06/18/2026 prior to providing a proposal. FSL has made contact with estimates on engineering for the job as well. Mr. Nishimoto will conduct a night drive to audit Radiant Lighting's proposal.

Landscaping Report – Mr. Crick reviewed their current efforts in the community including a water break in Country Club Park, upcoming weed treatments, proposals submitted for high visual areas, and the presence of tree wraps still up. Director Morgan motioned to have EDI remove the tree wraps at time and material billing which was seconded by Director Monahan before being unanimously accepted. Mr. Masnata from EDI's Monarch arbor care discussed a full inventory of the trees in Blackstone he conducted along with proposals for taking over tree care. The Board asked Mr. Nishimoto to send this proposal for arbor care to them. Director Monahan motioned to send a 30-day cancellation notice to SavATree which was seconded by Director Morgan before being unanimously approved. Mr. Nishimoto discussed another EDI proposal for clearing out and improving landscaping along Vandriver Way. Director Morgan motioned to accept this proposal pending Director Torno's final approval which was seconded by Director Monahan. Lastly, Mr. Nishimoto informed the Board that a vendor had submitted a proposal for \$1,800 to repaint 17 dog stations and completely replace 2 of them. Director Morgan motioned to approve this which was seconded by Director Monahan prior to being unanimously approved. The Board also asked EDI to conduct a dog station audit should there be any others in need of repair or replacement.

Fencing Project RFP Update – Mr. Nishimoto discussed findings from a recent community fencing audit walk he conducted including the 5,300 linear feet of fencing previously sent out for bid. He concluded there were few repairs needed and will obtain proposals for these areas. The Board discussed a recent proposal for soil sampling from Ground Engineering which Director Morgan motioned to accept. This was seconded by Director Monahan prior to being unanimously approved.

Board Member Emails – Mr. Nishimoto proposed setting the Board up with Google Workspace emails with domain names for the district. Director Morgan motioned to accept this which was seconded by Director Torno before being unanimously approved.

Presentation of Crime Statistics within the community and in surrounding communities – Mr. Nishimoto informed the Board that there are low numbers of crimes reported in and around the District and the area has seen a substantial decrease in overall crime since 2021.

Consent Agenda

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

1. Approval May 6th, 2026, Special Meeting Minutes;
2. Approval May 19th, 2026, Regular Meeting Minutes;
3. Approval May 27th, 2026, Special Meeting Minutes;
4. Approval and Ratification of Claims paid from April 17th, 2026 through May 11th, 2026 in the amount of \$289,992.04.

Committee Reports

Landscape Committee – The committee reviewed several proposals received from EDI after a recent site walk for beautification around several entrance and high visual areas. The committee also plans to follow up with Aurora Water for pre-approved xeriscaping designs for homeowners. Ms. Fuller explained that the district is currently still out of compliance without these designs and cannot refuse architectural requests for xeriscaping as a result. Lastly, the committee discussed the architectural landscape proposal for the monument project. The Board asked that EDI be given the storage unit information to be able to set up and store holiday décor as it comes up.

Technology Committee – Director Morgan discussed recent website updates for the district and proposed that service for the site is amplified for an additional \$1,000 annually. Director Monahan motioned to approve this which was seconded by Director Torno.

Legal Matters

Update Regarding District Mineral Rights – Ms. Fuller provided an update on the mineral rights lease stating that no regulatory permits or approvals has been obtained in the District's section. discussed the district's mineral rights stating there was no indication planning was in motion. She advised that the Board could revisit this towards the end of the year when the lease expires.

Director's Items

Consider Security Proposals from May 27th, 2026 Special Meeting – The Board discussed the security patrol proposals that were presented during the May 27, 2026 special meeting. Director Morgan added that Blackstone Country Club would be covering 30% of any proposal accepted by the district for this endeavor to include the country club in the patrols. Director Monahan motioned to approve Citadel Group, Inc.'s proposal for three (3) nightly patrols which was seconded by Director Morgan before being unanimously approved.

Consider Appointment of New Board Member – Director Monahan discussed the most recent interview process for prospective candidates before motioning to appoint April Fallon Wertheimer

to the Board of Directors which was seconded by Director Morgan. The appointment was unanimously approved.

Consider Canyon Park Equipment Replacement Proposals – Mr. Nishimoto reviewed proposals recently received for this project. Director Torno asked about budgeting for this project which Mr. Bourgouin explained was funded by monies set aside for capital expenditures. Director Morgan motioned to accept the proposal provided by Recreation Plus which was seconded by Director Monahan before being unanimously approved.

Other Business

Director Monahan discussed potential playground issues relating to the installation of the new park equipment.

Public Comment

A homeowner asked about the Smokey Hill entrance to the community after the recent development is done being constructed.

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 Morgan, the Board unanimously adjourned the meeting at 7:52PM.

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

Secretary for the Meeting

The foregoing minutes were approved on the 21st day of July, 2026.

**Blackstone Metropolitan District
Claims Paid (06/11/2026 - 07/16/2026)**

Vendor	Invoice Number	Process Date	Amount
CliftonLarsonAllen LLP	L261315357	6/22/2026	\$ 6,908.15
Environmental Designs	Multiple	6/22/2026	20,693.07
Kathleen Morgan	Refund 05/28/26	6/22/2026	40.00
Lisa Monahan	Reimbursement 05/11/26	6/22/2026	84.91
Lucky Dawg	1011	6/22/2026	300.00
MAG Music	July 4th Party	6/22/2026	360.00
Rocky Mountain Playground	1790	6/22/2026	9,592.40
Altitude Community Law P.C.	1726 May26	6/23/2026	2,821.50
Aurora Water	A116533 Jun26	6/23/2026	14.68
Aurora Water	A116540 Jun26	6/23/2026	14.68
Aurora Water	A116539 Jun26	6/23/2026	26.35
Aurora Water	A116537 Jun26	6/23/2026	326.23
Aurora Water	A116535 Jun26	6/23/2026	551.50
Aurora Water	A116529 Jun26	6/23/2026	606.31
Aurora Water	A116531 Jun26	6/23/2026	1,003.09
Brightstar District Management LLC	122	6/23/2026	6,441.59
Environmental Designs	Multiple	6/23/2026	32,570.95
Full Spectrum Lighting, Inc.	Multiple	6/23/2026	830.00
Pet Scoop, Inc.	702904	6/23/2026	306.00
REPUBLIC SERVICES #535	0535-006786298	6/23/2026	17,760.48
Sequoia Golf Blackstone Country Club	BMD0175	6/23/2026	15,906.77
South Aurora Regional Improvement Authority	46143	6/23/2026	23,840.69
The Connexion Group	006-0526	6/23/2026	2,698.75
THK Associates, Inc.	6306953	6/23/2026	1,788.60
White Bear Ankele Tanaka & Waldron	Multiple	6/23/2026	16,177.89
Xcel Energy	Multiple	6/23/2026	753.73
Amber Martinez	000083	7/14/2026	312.50
Chawna Bolinger	000083	7/14/2026	312.50
CliftonLarsonAllen LLP	L261390856	7/14/2026	8,659.32
Environmental Designs	Multiple	7/14/2026	32,746.33
Full Spectrum Lighting, Inc.	356729	7/14/2026	150.00
Radiant Lighting Services	18890A	7/14/2026	132.00
Rocky Mountain Playground	1867	7/14/2026	950.00
Xcel Energy	53-8016149-9 Jun26	7/14/2026	732.97
Invoice Total		\$	206,603.67

* Due to the transition from 1st Bank to PNC, we don't have access to credit card charges at this time.

Card Total	\$	-
Grand Total	\$	206,603.67

BLACKSTONE METROPOLITAN DISTRICT

2025 Annual Report

BLACKSTONE METROPOLITAN DISTRICT

2025 ANNUAL REPORT

Pursuant to § 32-1-207(3)(c), C.R.S., and the Service Plan for Blackstone Metropolitan District f/k/a High Plains Metropolitan District (the “**District**”), the District is required to provide an annual report for the preceding calendar year.

For the year ending December 31, 2025, the District, to the best of its actual knowledge, makes the following report:

§ 32-1-207(3), C.R.S. Statutory Requirements

1. Boundary changes made.

There were no boundary changes made to the District’s boundary in 2025.

2. Intergovernmental Agreements entered into or terminated with other governmental entities.

The District did not enter into or terminate any Intergovernmental Agreements in 2025.

3. Access information to obtain a copy of rules and regulations adopted by the board.

The District’s current Rules and Regulations are accessible on the District’s website at <https://blackstonemetro.org/>.

4. A summary of litigation involving public improvements owned by the District.

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s public improvements as of December 31, 2025.

5. The status of the construction of public improvements by the District.

The District did not construct any public improvements in 2025.

6. A list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality.

The District did not convey or dedicate any public improvements to the City of Aurora during 2025.

7. The final assessed valuation of the District as of December 31st of the reporting year.

The District's final assessed valuation is attached hereto as **Exhibit A**.

8. A copy of the current year's budget.

The District's 2026 Budget is attached hereto as **Exhibit B**.

9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.

The District's 2025 Audit is attached hereto as **Exhibit C**.

10. Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.

To our actual knowledge, the District did not receive notice of any uncured events of default by the District, which continued beyond a ninety (90) day period, under any debt instrument.

11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

To our actual knowledge, there was not any inability of the District to pay its obligations as they came due, in accordance with the terms of such obligations, which continued beyond a ninety (90) day period.

Service Plan Requirements

- 1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.**

There were no boundary changes made or proposed to the District's boundaries as of December 31, 2025.

- 2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.**

The District did not enter into or propose any Intergovernmental Agreements in 2025.

- 3. Copies of the District's Rules and Regulations, if any, as of December 31 of the prior year.**

The District's current Rules and Regulations are accessible on the District's website at <https://blackstonemetro.org/>.

- 4. A summary of any litigation which involves the District's Public Improvements as of December 31 of the prior year.**

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District's public improvements as of December 31, 2025.

- 5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.**

The District did not construct any public improvements in 2025.

- 6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.**

The District did not dedicate any facilities or improvements to the City of Aurora during 2025.

- 7. The assessed valuation of the District for the current year.**

The District's assessed valuation is attached hereto as **Exhibit A**.

- 8. Current year budget including a description of the Public Improvements to be constructed in such year.**

The District's 2025 Budget is attached hereto as **Exhibit B**.

- 9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.**

The District's 2025 Audit is attached hereto as **Exhibit C**.

- 10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.**

To our actual knowledge, the District did not receive notice of any uncured events of default by the District, which continued beyond a ninety (90) day period, under any debt instrument.

- 11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continues beyond a ninety (90) day period.**

To our actual knowledge, there was not any inability of the District to pay its obligations as they came due, in accordance with the terms of such obligations, which continued beyond a ninety (90) day period.

EXHIBIT A
2025 Final Assessed Valuation



ARAPAHOE COUNTY

November 25, 2025

AUTH 4355 BLACKSTONE METRO DIST
WHITE BEAR ANKELE TANAKA & WALDRON
C/O CLINT C WALDRON
2154 E COMMONS AVE STE 2000
CENTENNIAL CO 80122

PK Kaiser, MBA, MS

Assessor

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax: 303-797-1295
www.arapahoeco.gov/assessor
assessor@arapahoegov.com

Code # 4355

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2025 of:

\$55,299,803

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

CERTIFICATION OF VALUATION BY
ARAPAHOE COUNTY ASSESSOR

New Tax Entity ☐ YES ☒ NO

Date: November 25, 2025

NAME OF TAX ENTITY: BLACKSTONE METRO DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	57,130,591
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	55,299,803
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	55,299,803
5.	NEW CONSTRUCTION: *	5.	\$	107,444
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	0
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	4,443
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	1,287

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constituion
* New construction is defined as: Taxable real property structures and the personal property connected with the structure.
≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treaed as growth in the limit calculation; use Forms DLG 52 & 52A.
Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	839,528,792
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	1,714,696
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	0
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	1,200,400
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312	VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$		9,544
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT) 29-1-1703, C.R.S.

IN ACCORDANCE WITH 39-5-121(2)(A) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	55,299,803
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	55,299,803
4. NEW CONSTRUCTION:	4.	\$	107,444
5. ANNEXATIONS/INCLUSIONS:	5.	\$	0
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	80,427
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	4,443
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	1,287
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist in taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

EXHIBIT B
2026 Final Budget

BLACKSTONE METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2026

**BLACKSTONE METROPOLITAN DISTRICT
SUMMARY
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 4,095,148	\$ 5,037,566	\$ 5,650,310
REVENUES			
Property taxes	2,740,080	2,799,399	2,709,690
Specific ownership taxes	184,255	167,964	149,033
ARI - Aurora Regional Improvement Tax	353,132	356,609	348,887
Interest Income	289,878	243,800	180,800
Operations fee (homeowners)	550,591	589,380	608,304
Operations fee (vacant lots)	10,456	2,604	-
Working capital	11,665	15,000	-
Design review fees	895	2,000	2,000
Legal collection fees	19,582	30,000	30,000
Violations and late fees	3,784	6,000	10,000
Other Revenue	59,085	8,625	10,005
Total revenues	4,223,403	4,221,381	4,048,719
TRANSFERS IN	655,016	829,906	1,807,301
Total funds available	8,973,567	10,088,853	11,506,330
EXPENDITURES			
General Fund	230,000	312,434	293,000
Debt Service Fund	1,586,972	1,587,428	1,636,000
Capital Projects Fund	58,343	101,706	1,000,000
Capital Projects - Regional Improvement Fund	353,132	356,609	348,892
Special Revenue Fund	1,052,538	1,250,460	1,281,000
Total expenditures	3,280,985	3,608,637	4,558,892
TRANSFERS OUT	655,016	829,906	1,807,301
Total expenditures and transfers out requiring appropriation	3,936,001	4,438,543	6,366,193
ENDING FUND BALANCES	\$ 5,037,566	\$ 5,650,310	\$ 5,140,137
EMERGENCY RESERVE	\$ 72,500	\$ 72,700	\$ 66,700
AVAILABLE FOR OPERATIONS	2,696,300	3,320,763	2,785,194
SERIES 2017 SURPLUS FUND	1,042,125	1,042,125	1,042,125
CAPITAL PROJECTS RESERVE	656,089	814,149	1,031,354
TOTAL RESERVE	\$ 4,467,014	\$ 5,249,737	\$ 4,925,373

See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Residential	\$ 53,296,143	\$ 53,611,592	\$ 52,039,130
Commercial	1,563,613	1,563,613	1,548,351
State assessed	9,180	10,470	10,410
Vacant land	478,966	359,275	306,376
Personal property	1,298,865	1,585,608	1,395,495
Natural Resources	33	33	41
Certified Assessed Value	<u>\$ 56,646,800</u>	<u>\$ 57,130,591</u>	<u>\$ 55,299,803</u>

MILL LEVY

General	27.000	27.000	25.000
Debt Service	22.000	22.000	24.000
ARI	6.246	6.242	6.309
Total mill levy	<u>55.246</u>	<u>55.242</u>	<u>55.309</u>

PROPERTY TAXES

General	\$ 1,529,464	\$ 1,542,526	\$ 1,382,495
Debt Service	1,246,230	1,256,873	1,327,195
ARI	353,816	356,609	348,887
Levied property taxes	3,129,510	3,156,008	3,058,577
Adjustments to actual/rounding	(36,298)	-	-
Budgeted property taxes	<u>\$ 3,093,212</u>	<u>\$ 3,156,008</u>	<u>\$ 3,058,577</u>

BUDGETED PROPERTY TAXES

General	\$ 1,513,027	\$ 1,542,526	\$ 1,382,495
Debt Service	1,227,053	1,256,873	1,327,195
ARI	353,132	356,609	348,887
	<u>\$ 3,093,212</u>	<u>\$ 3,156,008</u>	<u>\$ 3,058,577</u>

**BLACKSTONE METROPOLITAN DISTRICT
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 1,832,655	\$ 2,750,400	\$ 3,373,763
REVENUES			
Property taxes	1,513,027	1,542,526	1,382,495
Specific ownership taxes	110,881	92,552	76,037
Interest Income	133,220	130,000	100,000
Other Revenue	45,633	625	-
Total revenues	1,802,761	1,765,703	1,558,532
Total funds available	3,635,416	4,516,103	4,932,295
EXPENDITURES			
General and administrative			
Accounting	67,468	65,000	70,000
Auditing	6,500	7,000	7,500
County Treasurer's Fee	23,376	23,138	20,737
Directors' fees	5,400	6,000	6,000
Insurance	34,125	36,837	40,000
Director and meeting expense	3,754	2,000	2,000
Legal	85,547	125,000	110,000
Miscellaneous	737	2,000	2,000
Payroll taxes	413	459	459
Election	403	40,000	-
Website	2,277	5,000	5,000
Contingency	-	-	29,304
Total expenditures	230,000	312,434	293,000
TRANSFERS OUT			
Transfers to other fund	655,016	829,906	1,807,301
Total expenditures and transfers out requiring appropriation	885,016	1,142,340	2,100,301
ENDING FUND BALANCES	\$ 2,750,400	\$ 3,373,763	\$ 2,831,994
EMERGENCY RESERVE	\$ 54,100	\$ 53,000	\$ 46,800
AVAILABLE FOR OPERATIONS	2,696,300	3,320,763	2,785,194
TOTAL RESERVE	\$ 2,750,400	\$ 3,373,763	\$ 2,831,994

See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
SPECIAL REVENUE FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 33,345	\$ 13,236	\$ 19,700
REVENUES			
Operations fee (homeowners)	550,591	589,380	608,304
Operations fee (vacant lots)	10,456	2,604	-
Working capital	11,665	15,000	-
Design review fees	895	2,000	2,000
Legal collection fees	19,582	30,000	30,000
Violations and late fees	3,784	6,000	10,000
Interest Income	1,498	800	800
Other Revenue	13,452	8,000	10,000
Total revenues	611,923	653,784	661,104
TRANSFERS IN			
Transfers from other funds	420,506	603,140	620,096
Total funds available	1,065,774	1,270,160	1,300,900
EXPENDITURES			
Operations and Maintenance			
Community activities	61,821	60,000	60,000
Contingency	-	-	33,200
Design review	4,300	10,000	10,000
Facilities management - contract	57,204	57,960	58,800
Facilities management - costs	22,271	30,000	30,000
Legal - collections	26,094	30,000	30,000
Security	24,900	24,000	24,000
Miscellaneous	2,380	500	5,000
Total Operations and Maintenance	198,970	212,460	251,000
Landscape Maintenance			
Irrigation repairs and improvements	66,623	60,000	60,000
Landscape improvements	37,776	50,000	50,000
Landscape maintenance - contract	366,575	408,000	408,000
Tree and shrub maintenance	-	25,000	25,000
Total Landscape Maintenance	470,974	543,000	543,000
Grounds & Park Maintenance			
Grounds maintenance	7,671	10,000	25,000
Holiday lighting	4,291	25,000	25,000
Lighting	11,627	45,000	10,000
Playground inspection and repairs	3,300	10,000	10,000
Snow removal	11,258	35,000	35,000
Total Grounds & Park Maintenance	38,147	125,000	105,000
Utilities			
Gas and electric	12,919	20,000	22,000
Trash collection	178,606	180,000	180,000
Water	152,922	170,000	180,000
Total Utilities	344,447	370,000	382,000
Total expenditures	1,052,538	1,250,460	1,281,000
Total expenditures and transfers out requiring appropriation	1,052,538	1,250,460	1,281,000
ENDING FUND BALANCES	\$ 13,236	\$ 19,700	\$ 19,900
EMERGENCY RESERVE	\$ 18,400	\$ 19,700	\$ 19,900
TOTAL RESERVE	\$ 18,400	\$ 19,700	\$ 19,900

See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 1,779,148	\$ 1,617,841	\$ 1,442,698
REVENUES			
Property taxes	1,227,053	1,256,873	1,327,195
Specific ownership taxes	73,374	75,412	72,996
Interest Income	125,238	80,000	50,000
Total revenues	1,425,665	1,412,285	1,450,191
Total funds available	3,204,813	3,030,126	2,892,889
EXPENDITURES			
Debt Service			
Bond interest	1,068,125	1,048,125	1,035,775
Bond principal	500,000	520,000	565,000
County Treasurer's Fee	18,397	18,853	19,908
Paying agent fees	450	450	450
Contingency	-	-	14,867
Total expenditures	1,586,972	1,587,428	1,636,000
Total expenditures and transfers out requiring appropriation	1,586,972	1,587,428	1,636,000
ENDING FUND BALANCES	\$ 1,617,841	\$ 1,442,698	\$ 1,256,889
SERIES 2017 SURPLUS FUND	\$ 1,042,125	\$ 1,042,125	\$ 1,042,125
TOTAL RESERVE	\$ 1,042,125	\$ 1,042,125	\$ 1,042,125

See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ 450,000	\$ 656,089	\$ 814,149
REVENUES			
Interest Income	29,922	33,000	30,000
Total revenues	29,922	33,000	30,000
TRANSFERS IN			
Transfers from other funds	234,510	226,766	1,187,205
Total funds available	714,432	915,855	2,031,354
EXPENDITURES			
Capital Projects			
Legal	4,551	-	5,000
Entryways/roundabouts	53,792	1,706	-
Capital outlay	-	100,000	365,000
Pavilion	-	-	500,000
Monument	-	-	130,000
Total expenditures	58,343	101,706	1,000,000
Total expenditures and transfers out requiring appropriation	58,343	101,706	1,000,000
ENDING FUND BALANCES	\$ 656,089	\$ 814,149	\$ 1,031,354
CAPITAL PROJECTS RESERVE	\$ 656,089	\$ 814,149	\$ 1,031,354
TOTAL RESERVE	\$ 656,089	\$ 814,149	\$ 1,031,354

See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/26/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
ARI - Aurora Regional Improvement Tax	353,132	356,609	348,887
Other Revenue	-	-	5
Total revenues	<u>353,132</u>	<u>356,609</u>	<u>348,892</u>
Total funds available	<u>353,132</u>	<u>356,609</u>	<u>348,892</u>
EXPENDITURES			
General and Administrative			
County Treasurer's Fee	5,300	5,349	5,233
Regional mill levy - Payment to SARIA	347,832	351,260	343,659
Total expenditures	<u>353,132</u>	<u>356,609</u>	<u>348,892</u>
Total expenditures and transfers out requiring appropriation	<u>353,132</u>	<u>356,609</u>	<u>348,892</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**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.

**BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

**BLACKSTONE METROPOLITAN DISTRICT
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

This information is an integral part of the accompanying budget.

BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

\$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			
Bonds and Interest Maturing in the Year <u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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	<u>\$ 25,015,000</u>	<u>\$ 13,926,750</u>	<u>\$ 38,941,750</u>

See summary of significant assumptions.

EXHIBIT C
2025 Audit

Blackstone Metropolitan District
Independent Contractor Agreement (Playground Inspection Services) (the "Agreement")

WORK ORDER

Work Order No.:	2	Date of Work Order:	March 25, 2026
Agreement Scope:	Canyon Park Repairs	Contractor:	Rocky Mountain Playground Services, Ltd.
Contractor's Proposal No.:	917	Agreement Date:	April 21, 2026
<i>The following changes are hereby made to the Agreement. All other terms and conditions of Agreement remain unchanged and in full force and effect.</i>			
Justification:	Necessary to maintain playground safety and appearance		
Enclosures:	Scope of work and pricing information		
Additional Notes:			
NET ADJUSTMENT IN AGREEMENT TIME RESULTING FROM THIS WORK ORDER (DAYS + OR -):			0
Original Agreement Price:			\$3,800
Net Adjustment Resulting from Previous Work Orders (+ or -):			+ \$13,750.74
Agreement Price including Previous Work Orders:			\$17,550.74
Net Adjustment Resulting this Work Order (+ or -):			+ \$7,972.70
Current Agreement Price Including this Work Order:			\$25,523.44
AUTHORIZED BY DISTRICT		AUTHORIZED BY CONTRACTOR	
By:		By:	
 Lisa Monahan (May 26, 2026 13:28:57 PDT)			
Title: President		Title: CEO	
Date: May 26, 2026		Date: May 27, 2026	
ATTEST			
By:			
 Kathy Morgan (May 26, 2026 16:34:17 MDT)			
Title: Vice-President			
Date: May 26, 2026			



Bill To: Blackstone Metro District
9351 Grant St., Suite 500
Thornton, CO 80229

Work Site: Canyon Park

%: Brightstar Colorado

Estimate

Date:

3/25/2026

Quote #:

917

****Quotes are valid for 30 days from quote date****

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
Parts - Lexan Bubble Panel - Snow Cone Transfer Station - Double Slide (Blue) for 64" Deck - Decking Patch Kit - Construction Grade Silicone	2		5,972.70
Labor - Installation of Parts above and Disposal of Old - Grinding down Burn marks and Smoothing Out - Patching Minor Delaminating Decking Sections - Removal of Projection Hazards - Sealing Crack in Spiral Slide Bed			2,000.00
		GRAND TOTAL	\$7,972.70

PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Due on Receipt
- P.O.:
- Project:

ADDRESS

30080 Highway 72,
Golden, CO 80403

APPROVED BY

NAME _____

FOR _____

DATE _____

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

(Herein referred to as "RMPS" or "Contractor")

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:

- o Maintenance & Repair
- o Sanitation
- o Amenity Installation
- o Inspections
- o Public Art Installation/De-Installation
- o Playground Installation

Rocky Mountain Playground Services • rmplaygroundservices@gmail.com • WWW.RMPLAYGROUNDSERVICES.COM

BLACKSTONE METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Sticks Handyman Services LLC

Title of Agreement/Contract: Repainting and Repairing Pet Waste Stations

Agreement/Contract Date: June 16, 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: By: <u>Lisa Monahan</u> Lisa Monahan (Jun 18, 2026 13:12:32 PDT) Name: <u>Lisa Monahan</u> Title: <u>President</u>	Contractor: By: <u>Russel York</u> Russel York (Jun 23, 2026 07:47:20 MDT) Name: <u>Russel York</u> Title: <u>06/23/2026</u>
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[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 #252

Sent on Jun 10, 2026

Total \$1,813.49

Product/Service	Description	Qty.	Unit Price	Total
Paint dog waste station	Paint dog waste station (includes primer (grey) and paint (forest green))	17	\$27.21	\$462.57
Metal trash can	Metal trash can 20 gallon to match the size of the current ones	2	\$45.46	\$90.92
Disposal fee	Disposal of damaged trash cans and proper disposal of used spray paint cans	1	\$60.00	\$60.00
Supplies	Trash bags, PPE (gloves, mask/respirator, safety goggles), cleaning supplies to remove urine so new paint will stick	1	\$150.00	\$150.00
Labor		14	\$75.00	\$1,050.00

Total \$1,813.49

This is a quote to paint 17 dog waste stations throughout the entire subdivision. There are 2 waste stations that the waste can is rusted on the bottom. We will replace those with new. Next, we will clean the waste stations to remove urine so the fresh primer and paint will stick and not orange peel causing the paint to chip prematurely causing them to need to be repainted within a year. Once each station is painted, clean up the work area. Spray paint cans will be collected and properly disposed of.

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.

INDEPENDENT CONTRACTOR AGREEMENT SOIL TESTING SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 16th day of June 2026, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and GROUND ENGINEERING CONSULTANTS, INC., a Colorado corporation (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 B** 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 B**, 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 B**. 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 B** 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-1**.

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 B** 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 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. 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.

15. INDEMNIFICATION.

a. The Contractor shall 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. 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.

16. ASSIGNMENT. 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.

17. SUB-CONTRACTORS. 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.

18. 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.

19. 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.

20. 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.

21. 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) 952-4004 Email: lnishimoto@brightstarcolorado.com
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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: ccwaldron@wbapc.com
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Contractor:	GROUND Engineering Consultants, Inc. 41 Inverness Drive East Englewood, CO 80112 Attention: Jason A. Smith, REM, P.E.
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Phone: (303) 289-1989
Email: jason.smith@groundengineering.com

22. 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.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. 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.

36. 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 (Jun 18, 2026 13:12:32 PDT)

Officer of the District

ATTEST:

By: *Kathleen Morgan*
Kathleen Morgan (Jun 18, 2026 17:56:17 MDT)

*[District's Signature Page to Independent Contractor Agreement for Soil Testing Services with
GROUND Engineering Consultants, Inc., dated June 16, 2026]*

CONTRACTOR:

**GROUND ENGINEERING
CONSULTANTS, INC., a Colorado
corporation**

Brian Knecht
Brian Knecht (Jun 22, 2026 15:46:09 MDT)

Brian Knecht

Printed Name

06/22/2026

Title

*[Contractor's Signature Page to Independent Contractor Agreement for Soil Testing Services
with Blackstone Metropolitan District, dated June 16, 2026]*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



May 22, 2026

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **Blackstone Hilltop Park - Pavilion**, Aurora, Colorado

Proposal Number 2605-1061

Darah Fuller
Blackstone Metropolitan District
c/o WBA
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

Dear Ms. Fuller:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a geotechnical evaluation in support of the proposed pavilion planned for construction at the existing park north of the intersection of East Alder Drive and South Waterloo Court in Aurora, Colorado. Based on correspondence with the client¹ and provided information,² we understand a new pavilion is planned; concept plans at two different locations are being considered. Additionally, new concrete flatwork is also anticipated.

Based on provided information and our experience with similar projects, we propose the following:

Geotechnical Evaluation Components

- Drill two (2) test holes to evaluate the subsurface profile and to obtain earth material samples for laboratory testing, one (1) within/near both of the possible pavilion footprints being considered, but to ultimately be determined in the field by GROUND. The test holes will be drilled to depths of approximately 15 to 25 feet below existing grades or until practical drill rig refusal, whichever occurs first. Final depths of the test holes, however, will be determined in the field as exploration progresses and as the subsurface profile becomes evident.
- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the materials at the site.
- Analyze the results of the field and laboratory studies to develop geotechnical parameters regarding pavilion foundations systems, site grading/earthwork operations, excavation conditions, flatwork, and water-soluble sulfate content.

¹ Fuller, Darah (5/21/26) RE: Blackstone Metropolitan District: Request for Quote, Geotechnical Soil Testing for Proposed Park Pavilion

² THK Associates, Inc. (4/8/26) 260406_Blackstone Hilltop Park Concepts.pdf

Blackstone Hilltop Park - Pavilion
Aurora, Colorado

- Prepare a report summarizing the data obtained and presenting our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Hard/paper copies are available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a Colorado-licensed professional engineer.

Fees

Based on the proposed scope of services outlined above, we propose a lump sum fee of **\$7,690** to complete the geotechnical evaluation. This fee assumes normal work day (Monday to Friday – 7 a.m. to 6 p.m.) operations. Additional fees may apply for night, weekend, and/or holiday work.

If additional services are required beyond the scope of services outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* within this scope of services. As times required for post-report consulting and development of additional parameters are difficult to forecast, we propose to provide these services on an hourly and unit cost basis in accordance with the *Fee Schedule*. Specifically, a rate of \$160 per hour will apply for a project engineer or geologist, \$200 per hour for a senior project engineer or geologist, and \$235 per hour for a GROUND principal. GROUND will not proceed with additional services; however, without your prior approval and authorization.

Considerations/Exclusions

- We assume that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- Client will furnish right-of-entry for GROUND and GROUND's Subconsultants/Subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations.
- GROUND and its Subconsultants/Subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, etc., is inherent to geotechnical drilling and should be expected by the client/owner. GROUND will backfill the test holes with auger returns, patch paved areas with cold patch asphalt or grout and generally leave the site reasonably restored. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation systems, replacing cracked curbs or flatwork, more elaborate pavement repairs, etc., are outside of our scope of services.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with GROUND, the client accepts this limitation and will either

**Blackstone Hilltop Park - Pavilion
Aurora, Colorado**

coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that the client will notify the property owner(s) within 48 hours of proposal execution.

- We have assumed the test hole locations and elevations will be surveyed by others on the project team, if necessary. As part of this proposed scope of services, GROUND intends to utilize the provided site plan indicating existing features, Google Earth/Map imagery, and a hand-held GPS to determine the location of the test holes.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in GROUND's scope of services, unless otherwise indicated. The client/owner must inform GROUND to the presence of hazardous/contaminated materials, known to them prior to performance of any subsurface exploration.
- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to municipal or other agency review of our report.
- Groundwater level observations will be performed during drilling operations; test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event the client desires additional/repeated groundwater level observations, GROUND must be notified prior to proposal/agreement execution so that necessary revisions to the scope and fee can be made.
- A contractor who relies upon GROUND's reporting for development of their scope of work or cost estimates may find the geotechnical information to be inadequate for their purposes or find the geotechnical conditions described to be at variance with their experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop their work scope and cost estimates with appropriate precision.

Schedule

We propose to initiate the evaluation (public utility locates, scheduling drilling, etc.) within 3 days of being given notice to proceed (i.e., receipt of a signed copy of this proposal). We anticipate that preliminary subsurface information will be available upon request approximately 2 to 4 weeks after drilling completion, and that the report should be completed approximately 4 to 6 weeks after drilling completion. GROUND will attempt to adhere to this schedule; however, this remains dependent upon favorable weather conditions, subcontractor availability, site access, and buried utility locations, and therefore cannot be guaranteed. In any event, we will notify you of our progress and pertinent information, as it becomes available.

GROUND ENGINEERING

FEE SCHEDULE – ENGINEERING SERVICES

All engineering services require a project-specific proposal.

FIELD INVESTIGATION		ENGINEERING	
Truck Mounted Drill Rig with 2-Man Crew		Principal Engineer	\$235
• Solid Stem Auger (hourly)	\$240	Senior Project Manager, Engineer, Geologist	\$200
• Hollow Stem Auger (hourly)	\$260	Project Engineer, Geologist	\$160
• Wireline Coring	\$285	Project Manager	\$130
• ODEX, Rotary Drilling	\$265	Field / Staff Engineer, Geologist	\$120
Track Mounted, All-Terrain, Limited Access Drill Rigs, and Drill Rig Support Equipment	Quote	CAD Technician	\$90
Water Truck, Support Truck (daily)	\$340 - \$500	Special Consultation/Expert Testimony, and Court Appearance	Quote
Excavator / Backhoe / Hydro-Vac	Quote	Mobilization	Quote
Standby Time	Hourly Rate	Per Diem / M & IE	GSA Rates
MISCELLANEOUS			
Equipment Rental	Cost + 20%	Environmental Drilling, Sampling, Analysis	Quote
Outside Laboratory Services	Quote	Personal Protective Equipment (PPE)	Quote
Out-of-Town Living Expenses, Commercial Travel Costs, etc.	Quote	Geotechnical Instrumentation, Vibration Monitoring, Thermal Conductivity, and Resistivity	Quote
Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, and Falling Weight Deflectometer	Quote	Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis, and Crane Pad Analysis	Quote
LABORATORY TESTING			
Natural Density and Moisture Content	\$20	Permeability Testing	
Atterberg Limit (Single Point)	\$85	• Falling or Constant Head, 2-4" Diameter	\$550
Specific Gravity of Soils	\$350	• Triaxial or Flex-Wall	\$550
Relative Density	\$275	• Triaxial (Remolded)	\$550
Grain-Size Analysis Testing		California Bearing Ratio, 1-Point	\$150
• All Standard Sieve to #200 Sieve	\$75	California Bearing Ratio, 3-Point	\$450
• Percent Less Than #200 Sieve	\$50	Resistance "R" Value	\$425
• Gradation with Hydrometer	\$200	Resilient Modulus (per point)	\$850
Denver Swell	\$100	Sample Remolding	\$100
1-D Swell or Collapse of Soils	\$350	Thermal Conductivity	Quote
1-D Consolidation of Soils (Time-Consolidation)	\$1,000	Pinhole Dispersion	\$350
Proctor Compaction – Standard or Modified	\$130	Soil Suction	\$75
Unconfined Compressive Strength Testing		Corrosivity Testing	
• Soil	\$80	• Water-Soluble Sulfates	\$80
• Rock	Quote	• pH Test	\$55
Direct Shear Testing		• Reduction/Oxidation Potential (Redox)	\$55
• Quick Test	\$525	• Sulfide Content	\$55
• Consolidated-Undrained	\$900	• Soil Resistivity (Direct Measurement Method)	\$50
• Consolidated-Drained	Quote	• Soil Resistivity (Soil Box Method)	\$105
Triaxial Shear Testing		• CDOT Suite (pH, Resistivity, Chlorides, and Sulfates)	\$280
• Unconsolidated-Undrained	\$1,500	• Eng. Suite (pH, Resistivity, Redox, and Sulfides)	\$245
• Consolidated-Undrained	\$2,000	Organic Content	\$100
• Consolidated-Drained	\$2,400		

6E1

5/22/2026

Proposal No. 2605-1061

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EXHIBIT B-1

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,

GROUND ENGINEERING CONSULTANTS, INC.

is a

Corporation

formed or registered on 04/17/1984 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 19871567155 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2026 that have been posted, and by documents delivered to this office electronically through 06/17/2026 @ 14:49:02 .

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 06/17/2026 @ 14:49:02 in accordance with applicable law. This certificate is assigned Confirmation Number 18689165 .



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

PARK SPORTS FIELD RENTAL POLICY

1. Permit Required

Organized group activity on District athletic fields (“Fields”) — including practices, games, clinics, camps, or league play — requires a signed Field Use Application and Permit (“Permit”). “Organized group activity” means any activity involving [REDACTED] or more participants acting in a coordinated or scheduled manner, whether or not a fee is charged. When not reserved, Fields remain open to the public for informal, first-come, first-served use.

Using a Field for organized activity without a valid Permit violates this Policy. The District, its management company, or law enforcement may direct unpermitted users to leave District property; failure to comply may result in removal, citation, or other lawful action. The District may post signs notifying users of this requirement, but the presence or absence of signage does not limit the District’s right to enforce it.

A Permit gives the holder exclusive use of the Field for the permitted time. The District does not guarantee the Field will be clear of other users and is not liable for any loss caused by unauthorized use.

2. Applying for a Permit

Applicants must be at least 18 years old and should apply at least 14 days before the requested date. Submit the following with each application:

- A completed and signed Application and Permit
- A team roster listing each player’s address (or the address of the school the player attends within the District)
- A signed Release, Waiver, and Indemnification for each player, coach, and the sponsoring organization
- A certificate of insurance, if required under Section 4

The District may deny, condition, or restrict any application in its sole discretion, including where it determines an activity is likely to unduly impact field conditions, neighboring residents, or public use of the parks. Approval does not create a property right or vested interest in the use of District facilities.

3. Fees, Deposit, and Refunds

Reservations are accepted first-come, first-served. District residents pay no rental fee; non-residents and organizations pay a \$25 rental fee. All applicants pay a \$100 damage deposit.

Fees and deposits are due 14 days before the reservation date, payable by credit card, check or money order to “Blackstone Metropolitan District.” A reservation is not confirmed until payment is received.

The deposit, less any amount retained for cleanup or damage, is returned within 14 business days after use. Costs exceeding the deposit are billed to the applicant and due within 30 days; unpaid balances accrue interest at 18% per year.

Cancellations require written notice at least 7 days before the reservation date for a refund, less a \$5 processing fee. If the District cancels for field conditions under Section 5, the applicant may request a pro-rata refund of the usage fee. If the District cancels for weather, emergency, or other cause beyond the applicant's control, the applicant may reschedule or receive a full refund with no processing fee.

4. Insurance

Organizations (any applicant that is not a natural person applying in an individual capacity) must obtain, at their own expense, General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, from a carrier licensed in Colorado with an A.M. Best rating of A- VII or better, primary and non-contributory to any District coverage.

A certificate of insurance naming the District, its Board of Directors, officers, employees, agents, and management company (Brightstar District Management, LLC) as additional insureds is due at least 14 days before the first permitted use. One certificate may cover multiple dates within the same policy period. No Permit will be issued to an organization until the certificate is received.

5. Field Conditions

The District may close a Field or cancel a Permit at any time if, in its judgment, conditions are unsafe or at risk of damage from continued use. Applicants are responsible for checking field conditions before use; the District will try to notify Permit holders of closures but cannot guarantee advance notice. Fields may not be used when:

- Water is standing on infields, goal mouths, or midfield areas
- ½ inch or more of rain has fallen in the previous 24 hours and the ground is saturated
- Snow or frost covers the field
- Grass is sparse, worn, and the ground is saturated
- Turf can be displaced or dislodged, or mud clings to shoes
- Steady rain is falling or dirt infields are muddy

6. Rules of Use

- No motorized vehicles on Fields (including for loading or unloading) without prior written approval.
- No stakes, tents, goals, nets, or other structures anchored into turf without prior written approval.
- No amplified sound without prior written approval; if approved, sound must end by 9:00 p.m. Sunday–Thursday and 10:00 p.m. Friday–Saturday. Amplified sound may require a separate City of Aurora permit, which is the applicant's responsibility to obtain.
- Leave the Field litter-free after use. The applicant is responsible for the cost of any cleanup or damage caused by the applicant or its participants, spectators, or guests.
- Vacate the Field by the permitted end time. Failure to do so may result in additional charges.
- No disorderly conduct, abusive language, or damage to vegetation or District property. Use may not unreasonably interfere with the public's enjoyment of surrounding areas.
- Permits are non-assignable and cover only the Field, date(s), and time(s) stated on the Permit.

- Keep a copy of the Permit with the on-site contact or coach at all times and produce it on request by District personnel or its management company.

7. Enforcement

Violating any Permit condition or this Policy may result in immediate revocation of the Permit. District parks are subject to patrol by local law enforcement, and use of the Fields is subject to all applicable state, county, and municipal laws, including the Aurora Municipal Code.

8. General

The District may amend this Policy at any time. The version in effect when a Permit is issued governs that Permit.

Reservations & Contact

Lucas Nishimoto, Brightstar District Management — District Manager

Phone: (303) 551-8890 · Email: lnishimoto@brightstarcolorado.com

Mailing Address: 9351 Grant Street, Ste 500, Thornton, CO 80229

Website: <https://www.blackstonemetro.org/>

Adopted: _____, 2026

BLACKSTONE METROPOLITAN DISTRICT

APPLICATION AND PERMIT FOR FIELD AND TURF USE

Reservations: Lucas Nishimoto, Brightstar District Management | (303) 551-8890 | lnishimoto@brightstarcolorado.com

Submit this Application with all required items (Section 4) at least 14 days before the requested date. Signed by the District Manager, it becomes a binding Permit governed by the District's Sports Field Rental Policy.

1. Applicant Information

Applicant Name	
Organization / Group Name	
Mailing Address	
Phone (Day / Cell)	
Email Address	
On-Site Contact (if different)	
District Resident? ☐ Yes ☐ No	
Organization Applicant? ☐ Yes ☐ No (insurance required — see Sec. 7)	

2. Activity Information

Sport / Activity & Purpose	
Age Group	
# Resident Players / # Non-Resident Players	
Approx. Spectators	
Date(s) Requested	
Start Time (incl. setup) / End Time (incl. cleanup)	
Amplified Sound? ☐ Yes ☐ No	
Temporary Structures / Equipment? ☐ Yes (describe) ☐ No	

3. Field Selection and Fees

Resident status is based on property ownership within the District boundary; a team qualifies as resident if a majority of its players reside in the District.

Select	Park / Field	Resident Fee	Non-Resident / Org Fee	Damage Deposit
☐	Canyons Park Field	\$0	\$25	\$100
☐	Hilltop Park Field	\$0	\$25	\$100
☐	Country Club Park Field	\$0	\$25	\$100
☐	Other (specify): _____	\$0	\$25	\$100

Rental Fee	Damage Deposit	Total Due
\$	\$	\$

4. Required Attachments

- This completed and signed Application
- Rental fee and damage deposit (check or money order payable to “Blackstone Metropolitan District”; reservation is not final until received)
- Team roster with each player’s address (or the address of the school the player attends)
- Signed Release, Waiver, and Indemnification for each player, coach, and the sponsoring organization (attached)
- Certificate of insurance, if Applicant is an organization or Section 7 applies
- Any required City of Aurora permit

5. Indemnification and Waiver of Liability

Applicant, for itself and its successors and assigns, assumes all risk associated with use of District facilities and releases and agrees to indemnify and hold harmless the Blackstone Metropolitan District, its directors, officers, employees, agents, and management company from any claim — including attorneys’ fees — arising out of Applicant’s use of District facilities or that of its guests, invitees, employees, or agents. This release is intended to be as broad as permitted under Colorado law; if any part is held invalid, the rest remains in effect.

6. Insurance (Organizations and Qualifying Events)

Organizations must carry General Liability Insurance of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, from a Colorado-licensed carrier rated A- VII or better by A.M. Best, primary and non-contributory to District coverage, and must deliver a certificate naming the District, its Board, officers, employees, agents, and management company (Brightstar District Management, LLC) as additional insureds at least 14 days before first use.

7. Acknowledgment and Signature

By signing below, Applicant certifies that the above information is true and correct, and acknowledges having received and read the District’s Sports Field Rental Policy and agreeing to its terms and the conditions of this Permit, including that: approval is at the District’s sole discretion and creates no vested right in continued use; this Permit is non-assignable and covers only the Field, date(s), and time(s) stated above; failure to comply with any Permit condition may result in immediate revocation, removal from District property, and forfeiture of the damage deposit; and a refund of a voluntary cancellation requires written notice at least 7 days before the reservation date.

<i>Signature of Applicant</i>	<i>Date</i>

<i>Printed Name and Title (if applicable)</i>	

For District Use Only

Received By	
Date Received	
Fee / Deposit Paid (\$) & Check #	
Roster & Waivers Received?	
Insurance Certificate Received? (or N/A)	
Approved By (District Manager) & Date	
Special Conditions	

BLACKSTONE METROPOLITAN DISTRICT
SPORTS FIELD RELEASE, WAIVER, AND INDEMNIFICATION

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY.

This Waiver is signed in connection with use of Blackstone Metropolitan District (“District”) athletic fields and turf areas under a Field Use Application and Permit.

Check one: ☐ Player (parent/guardian signs) ☐ Coach ☐ Sponsoring Organization

Organization / Team Name	
Player Name (if this is a player waiver)	

In exchange for being permitted to use the District’s Fields, the undersigned — for themselves and, if signing on behalf of a minor, on behalf of the minor — agrees to the following: (1) assumes all risk of injury, property damage, illness, or death associated with athletic activity on District property; (2) releases and forever discharges the District, its Board of Directors, officers, employees, agents, and management company (Brightstar District Management, LLC) (the “Released Parties”) from any claim arising out of such use, including claims based on the Released Parties’ negligence; and (3) agrees to indemnify and hold harmless the Released Parties from any claim, including reasonable attorneys’ fees, arising out of the undersigned’s (or the minor’s) participation. This Waiver is intended to be as broad as permitted under Colorado law and binds the signer’s heirs, executors, and estate.

<i>Signature (participant, parent/guardian, coach, or organization representative)</i>	<i>Date</i>

<i>Printed Name · Relationship to player (if applicable)</i>	<i>Address / Email / Phone</i>