

CONSENT AGENDA

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS
MINUTES
June 20, 2023

I. ATTENDANCE & CALL TO ORDER

Board Members in attendance were Shawn McGoff, Perry Deeds, Lee McCall, and Lisa Monahan. Marty Liles was absent.

Others in attendance were Heather Hartung (WBA), Curtis Bourgoon (CLA), Ben Zand (LandTech), and Silvia Gregory with Westwind Management. The meeting was called to order at 6:00 pm by President, Shawn McGoff.

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST – There were no conflicts to disclose.

III. AGENDA REVIEW / UPDATES OR APPROVAL – There were no updates, and the Agenda was approved as provided.

IV. PUBLIC COMMENT

Board President, Shawn McGoff opened the meeting for public comment.

- Tim – discussed holiday lights and his whole block participating as a “group” design; guide wires would be strung among the houses to create a canopy of lights – all neighbors have agreed, and he and his neighbors contacted the City, fire department etc. Board approved just as to how it relates to the District – lights will be up within the time frame noted in the guidelines.
- Owner upset she can’t smoke pot or grow plants in her home because there is a school near her home and was also upset about Phase. She left the meeting – Shawn explained the differences of the entities in play – District, HOA, City and Cherry Creek School District. District fees pay for trash, upcoming of common areas – plants, trees.
- Estrella Gallegos- Social Committee was present to discuss leadership roles and capacity – was upset about actions of some board members and had issues with minutes (claims they are not detailed enough), comments about social committee and how it was run – she is/was the president of the committee; complained about director not attending the committee members or volunteering for the committee items. Perry tried to respond and then there was back and forth discussion about how to move forward.
- Josie – social committee member who backed up Estrella Gallegos. Lee responded and provided additional background.

V. CONSENT AGENDA

A motion was duly made by Lee McCall, seconded by Lisa Monahan, and unanimously carried, to approve and ratify the consent agenda items as follows:

- a. Approve May 25, 2023, Regular Meeting Minutes
- b. Approve and Ratify Payment of Claims in the amount of \$ 101,510.75
- c. Approve Pay Application #1 from Singing Hills Landscape, Inc. in the amount of \$86,386.32
- d. Ratify Change Order No. 1 to Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) with Singing Hills Landscape, Inc.
- e. Approve Resolution Adopting District Logo

VI. COMMITTEE REPORTS

- a. Consider Approval of Resolution Repealing Resolutions Establishing (i) Security/Safety Committee, (ii) Website Committee, and (iii) Advisory Committee – On a motion made by Lee McCall, seconded by Shawn McGoff and unanimously carried to adopt the resolution to repeal the above committees.
- b. Consider Appointments to Committees:
 - Landscape Committee
 1. Perry Deeds
 2. Cheryl Hamilton
 3. Carol Hesketh
 4. Catherine Coucoules
 5. Dave Gavle
 6. Christine McCullough
 7. Hannele Miettinen
 8. Carol Pendery
 9. Tim Sylvester
 - Social Committee
 1. Estrella Gallegos
 2. Jennifer McGoff
 3. Josie O’Neil
 4. Kelli Birdick
 5. Teresa Moore
 6. Lee McCall
 7. Perry Deeds
 - Architectural Review Committee
 1. Shawn McGoff
 2. Aaron Jones
- c. Landscape
 1. General report Presented by Ben/LandTech – Landscape maintenance service every week; plant health care expert per week; beauty band mows; 2nd round of fertilizer; weed pulling of side easements; tree installation – 242 trees being planted, 30% should be installed in first week; pruning to occur later this month; drain installation to be completed by the end of the month.
 2. Detention pond – Ben met with representative of the City. A couple trees need to be cut down in the detention pond area. Everything else can be done in January; City approved, and Ben has an email confirming the plan.
 3. Other landscape matters – Ben wanted space to store some of his equipment. Decided not to use any district-owned property and stick with status quo. Lee noted tree in area that needs to be cut down to grade. Ben will take care of it tomorrow. Discussed grass at Hill Top Park – there will be a 2nd native mow prior to July 4th.
- d. ARC/Design Review – No report.
- e. Social Committee – Previously discussed in public comment. Lee requested clarification from the meeting in May about who is responsible for putting together the process for sponsorship. Social committee to seek sponsorship. Westwind to help facilitate the social committee

events.

VII. FINANCIAL REPORT

- a. May Financials – Curtis Bourgouin presented the financials. On a motion made by Shawn McGoff, seconded by Perry Deeds and unanimously carried, the financials were accepted as presented.
- b. 2022 audit reviewed by WBA and comments provided; does not see any issue with filing the audit on time. On a motion made by Shawn McGoff, seconded by Lisa Monahan and unanimously carried to approve the audit provided the comments are approved by District Counsel to meet the reporting deadline of August 1st.
- c. No other financial matters.

VIII. LEGAL REPORT

- Heather Hartung provided a legislative update to the Board.

IX. MANAGEMENT REPORT

- a. District Management report was presented by Silvia Gregory with no questions.
- b. Fine – Fee Waiver Requests – Board reviewed the request from the managing agent to waive on late fee for accounts as long as the history is good, and it was a one-time request.
- c. GFL Update – It was noticed that GFL has merged with Republic Waste Services. Board will work with legal counsel on any contract concerns.
- d. Update on Flock Safety Cameras – Board will review the location of the Flock cameras.
- e. Discuss Bank Account for Operations Fees – Board reviewed the Alliance Signature cards and agreed to open the Alliance Bank account.
- f. Other Management Matters – The most current revised Design Guidelines will be submitted for signature.

X. CAPITAL PROJECTS

- a. Update on Entryway and Median Project – City approved the plans and construction will start in July.

XI. DISTRICT MEMBERSHIP/REPRESENTATIVE REPORTS

- a. SARIA – Shawn McGoff reported no updates.
- b. Wheatlands Park and Rec – No updates were reported.

XII. OTHER BUSINESS

- a. Memorialize response time of one business day for Board Members – The Board wanted to note that Board communication will be responded to within one business day.
- b. July Board Meeting – The Board decided there would not be a July Board meeting.

XIII. PUBLIC COMMENT – Homeowners inquired about snow removal.

XIV. ADJOURNMENT – A motion was duly made by Lee McCall, seconded by Lisa Monahan, and unanimously carried, to adjourn the meeting at 7:57pm.

Minutes approved: _____ Date: _____

Blackstone Metro District Interim Claims List 6/14/23 - 8/9/23

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
6/30/2023	Design Concepts	21799	\$ 5,308.00
6/30/2023	HOA Mailers	13936	793.35
6/30/2023	Landtech Contractors, Inc	Multiple	2,676.97
6/30/2023	Lee Mccall	Reimbursement 6.8	186.43
6/30/2023	Richard Schroder	86306- Refund	1,508.00
6/30/2023	Sequoia Golf Blackstone Country Club	BMD0147	4,379.74
6/30/2023	Sequoia Golf Blackstone Country Club	BMD0146	4,516.77
6/30/2023	South Aurora Regional Improvement Authority	Jun-23	4,021.60
6/30/2023	UMB Bank, N.A.	950710	450.00
7/18/2023	Aurora Water	A116538	12.91
7/18/2023	Aurora Water	A116535	12.91
7/18/2023	Aurora Water	A116534	186.25
7/18/2023	Aurora Water	A116532	308.17
7/18/2023	Aurora Water	A116536	504.04
7/18/2023	Aurora Water	A116537	568.18
7/18/2023	Aurora Water	A116529	963.01
7/18/2023	Aurora Water	A116531	1,030.42
7/18/2023	CliftonLarsonAllen LLP	3765116	4,194.51
7/19/2023	Anthony Browning	86492-Refund	2,475.00
7/19/2023	Big Air Jumpers	O44524	2,421.19
7/19/2023	BlinkerFluid Band	Multiple	1,500.00
7/19/2023	Colorado Special District P&L Pool	4A2303GW8V6-0001	1,964.75
7/19/2023	GFL Environmental	61361222	14,400.00
7/19/2023	Heatherly Creative,LLC	10	300.00
7/19/2023	John F. Mares	86142	330.00
7/19/2023	Landtech Contractors, Inc	4502	1,373.85
7/19/2023	Matthew Joganich	86064-Refund	660.00
7/19/2023	Vanessa Outten	88792-Refund	694.92
7/19/2023	Westwind Management Group LLC	Multiple	4,439.99
7/19/2023	White Bear Ankele Tanaka & Waldron	Multiple	7,573.32
7/21/2023	Pet Scoop, Inc.	486858	292.00
7/24/2023	Advanced Reserve Solutions	230722694	1,625.00
7/24/2023	Design Concepts	21865	14,673.00
7/24/2023	Full Spectrum Lighting, Inc.	31602	100.00
7/24/2023	Justin Hansen	86006-Refund	165.00
7/24/2023	Landtech Contractors, Inc	Multiple	35,602.51
7/24/2023	Lee Design Group LLC	BST23/06	630.00
7/24/2023	Lee Mccall	23-Jul	162.70
7/24/2023	Sequoia Golf Blackstone Country Club	BMD0148	4,334.36
7/24/2023	Storm water Asset Protection LLC	2304	1,823.38
7/24/2023	Troy Shaffer	86323-Refund	165.00
7/26/2023	RLI	667860	250.00
8/4/2023	Altitude Community Law P.C.	1726 JUN23	14,153.65
8/4/2023	CliftonLarsonAllen LLP	3802410	5,362.03
8/4/2023	Design Concepts	21675	33,108.45
8/4/2023	Sequoia Golf Blackstone Country Club	BMD0149	3,857.44
8/4/2023	Simply Smiles	2013	1,125.00
8/4/2023	Singing Hills Landscape Inc	40145	86,386.32
8/4/2023	White Bear Ankele Tanaka & Waldron	Multiple	17,017.35
		Total	<u>\$ 290,587.47</u>

BLACKSTONE METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Port A Luxe Potties, LLC
Title of Agreement/Contract: Restroom Trailer Rental
Agreement/Contract Date: July 12, 2023

This Contract (“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 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 the 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. Compensation for the Services provided under this Agreement shall be provided 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 incurring such expenses. 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 notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will 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 workers’ compensation benefits or unemployment insurance benefits 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 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 shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

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 general aggregate (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 worker's 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. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made 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 is 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 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>Lee McCall</u> Name: <u>Lee McCall</u> Title: <u>Treasurer</u>	Contractor: By:  Name: <u>Tiffany Weber</u> Title: <u>Owner</u>
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Exhibit A
Scope of Services/Compensation Schedule

From:
Port A Luxe Potties
Port A Luxe Potties, LLC
(970) 520-2617
 (/cdn-cgi/l/email-protection)

Bill To:	Lee McCall
	 (/cdn-cgi/l/email-protection)
Project:	Lee McCall's Project
Type	Other
Date	Sep 16, 2023
Time	TBD
Location	E Alder Aurora 80016

LEE MCCALL'S PROJECT PROPOSAL

Version 1

PROPOSAL

	QTY	UNIT	PRICE	TAX	TOTAL
3 Stall Restroom Trailer		day	\$1,200.00	✓	\$1,200.00
<ul style="list-style-type: none"> - Guest count up to 225 people. -Includes Hand soap, Hand Towels, and Toilet Paper. - Includes setup and break down of trailer. - Includes 1 pumping of trailer (on pickup) if more is needed an extra charge can occur. Needs: <ul style="list-style-type: none"> - 1-3 dedicated 20 amp outlets need to be within 75 feet of trailer. (1 for trailer needs, 1 for hot water if wanted, 1 for extra heat if needed) - 1 50 amp outlet would work in cold weather if all 3 are needed - Water needs to be within 75 feet of trailer. Fresh water can be brought in for an additional charge. - Trailer needs to be placed on flat surface upon delivery. Power Cords and Garden Hose are provided. - After hours fees could apply for late night pickups 					
✿ Delivery/Pickup	1.0		\$250.00	✓	\$250.00
Delivery within 50 miles of our shop. Outside 50 mile additional charges may apply.					
Generator	1.0		\$175.00	✓	\$175.00

	QTY	UNIT	PRICE	TAX	TOTAL
This includes 1 tank of gas for your event.					
Water Service	1.0		\$300.00	✓	\$300.00
We bring in 200 gal. fresh water for unit.					
Subtotal:					\$1,925.00
(8.0%)					\$154.00
Total Amount:					\$2,079.00

PAYMENT PLAN

1.	\$500.00	Jun 20, 2023	#231009-000541	UNPAID
2.	\$1,579.00	Aug 16, 2023	#231009-000542	UNPAID

Total Amount: **\$2,079.00**

CONTRACT

Rental Agreement
Port A Luxe Potties, LLC

THIS AGREEMENT made and entered into this of 6/20/2023, by and between Port A Luxe Potties, LLC., hereinafter referred to as "SUPPLIERS," whose address is 18300 E 154th Pl., Brighton, CO 80601, and Lee McCall, hereinafter referred to as "CUSTOMER."

WITNESSETH

1. PROPERTY: Suppliers agree to rent to Customer the following described portable restroom units: 3 Stall Restroom Trailer (the "Units"), for placement and operation in the following location(s): _____ (the "Site"), from Sep 16, 2023 to Sep 16, 2023 under the terms and conditions as hereinafter stated.

RENTAL RATE: Customer shall pay to Suppliers a total of 2,079.00 as rental for the Units herein described (see itemized terms on page 2 of this Agreement). Such payment shall be due on the specified day(s) Aug 16, 2023 Rental shall be paid to the Suppliers through online payment portal. Full payment is due by the above specified date to ensure the full and faithful performance by the Customer. Suppliers do not have responsibility to save the date and may fill the event date with another customer if full payment is not made 30 days prior to delivery.

RENTAL DOWN PAYMENT: To secure reservation, the Customer will make a non-interest bearing down payment in the amount of \$500 due upon execution of this Agreement to ensure the full and faithful performance by the Customer of the terms and conditions of this Agreement. The down payment will secure the event date up until 30 days before the event, at which time full balance is due.

24% of the total due on Jun 20, 2023, in the amount of \$500.00

76% of the total due on Aug 16, 2023, in the amount of \$1579.00

LATE CHARGES: Customer agrees to pay a late charge of \$ 200.00 for any invoices over 30 days past due. Additional late charges of \$300 will be assessed for every additional 30 days overdue.

UTILITIES: Customer shall provide power and water sources to operate the Units, as directed by manufacturer's specifications and the Suppliers, and is responsible for all associated charges of those utilities. If Customer is unable to provide power and/or water at the Site, Suppliers may provide additional service items, such as a generator and/or water hauling services, if possible, for additional charge (see terms on page 2 of this Agreement).

DELIVERY, SETUP AND REMOVAL: No less than 24 hours prior to delivery, Suppliers and Customer will coordinate a delivery and removal time that is acceptable to both parties. If, for reasons caused by the Customer, the setup or removal is delayed, Suppliers will charge and additional \$75.00 per hour for standby time. Supplier will install the Units and hook up all required utilities that are available for use with the Units. The Units will be delivered clean and fully stocked.

WASTE REMOVAL: Customer shall be responsible for the cost of waste removal of the Units, pursuant to the schedule and cost outlined on page 2 of this Agreement. The Units hold a limited amount of sewage and once full, cannot hold any more. It is the full responsibility of the Customer to ensure that storage tank overflow does not occur and determine if more capacity is needed. If emergency waste removal is required at the Site during the event, Suppliers will accommodate, if possible, for additional charge.

GARBAGE CONTAINERS AND SUPPLIES: Suppliers will provide initial toilet paper, trash bags and containers, and hand towels. The Customer is responsible for restocking and garbage disposal during the event unless other arrangements are made (see section 20).

MAINTENANCE: Customer agrees to maintain the Units in good condition and repair, natural wear and tear excepted. This includes cleaning the restrooms, maintaining the Site, and monitoring external entry points to ensure they are free and clear of obstructions or slip hazards. The Units are not to be moved by the Customer. If movement is need after the

initial setup, Suppliers must be notified and, if possible, will move the units at an additional charge of \$75 per hour per person portal to portal.

USE AND OCCUPANCY: The Units shall be used for portable restroom purposes and for no other purpose. Customer is not to put the Units to any use which is illegal, creates a nuisance, or causes the rate of insurance on the property to increase. Smoking and burning candles are not permitted in the Units. Customer agrees to close and lock all outside doors to the Unit(s), at night, following each day or event of use. In cold weather, Customer must ensure continuous power is supplied to the Units to prevent freezing.

ASSIGNMENT: Customer shall not sublet the whole or any part of the Units, nor reassign this Agreement, or any interest therein, without the prior written consent of the Suppliers. A violation of this covenant shall constitute a breach of this Agreement, in which case Customer shall forfeit the term and Suppliers will have the right to terminate and seek restitution.

DISCLAIMER OF WARRANTIES: Customer accepts the Units in the present condition, for the uses and purposes described herein. Suppliers represent and warrant that the Units are functioning portable restrooms. Subject to the foregoing, each Unit is provided and accepted "as-is, where-is," without express or implied warranties.

HOLD HARMLESS: Customer will use the Units in a careful and proper manner, in accordance with all applicable laws, rules and regulations and any manufacturer's or Supplier's instructions or manuals provided to Customer. All local and state law must be followed and any disputes including lawsuits are subject to the laws and regulations as set by State and Local County. Upon Suppliers' delivery to the Site, the Customer's use of the Units by any of its employees, agents, customers, guests, invitees, and/or volunteers, Customer shall defend, indemnify, and hold harmless Suppliers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury to Units or persons, whether brought by an individual or other entity, or imposed by a court of law or administrative action by any federal, state, or local government body or agency, arising out of or incident to any direct, indirect, consequential, or incidental acts, omissions, negligence, or willful misconduct of use of the Units.

15. **DAMAGES AND REPAIRS:** Customer must report all known damages incurred and/or repairs performed at the Site during the term outlined in this rental agreement, and any extensions, to the Supplier. At the discretion of the Suppliers, any major damages that are not deemed to be normal wear and tear of the Unit will be billed to the Customer. This includes, but is not limited to, repairing damages to the premises and furnishings determined necessary at vacancy or termination of rental due to carelessness, negligence, accident or abuse on the part of Customer, its employees, agents, customers, guests, invitees, and/or volunteers.
16. **NON-PAYMENT:** If the Customer fails to make payments as specified in this contract, Suppliers may pursue all remedies available by law or in equity, including termination of this agreement without notice, repossession of the equipment without legal process, and recovery of all monies owed. Customer will be responsible for all cost to recover the payment including attorney, time involved for Suppliers, and shipping, copying cost, etc.
17. **CANCELLATIONS:** Suppliers will cancel any reservation and return all money paid, minus cancellation fee of \$100, if cancelled 60+ days prior to delivery. If cancellation is within 59-31 days from the date of delivery, Suppliers will refund all money paid minus the down payment taken at reservation. No refund is available for cancellations 30 days or less from the date of the event. If an event is rescheduled, and additional \$150.00 rescheduling fee may be added.
18. **FORCE MAJEURE:** Suppliers will have no responsibility or liability for any delay or failure of delivery due to an event of force majeure. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Suppliers, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by Suppliers, and (ii) such circumstance materially and adversely affects the

ability of the Suppliers to perform its obligations under this Agreement, and Suppliers have taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Supplier's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

19. RETURNED UNITS: Customer is responsible for returning the Units to Suppliers in good repair, condition and working order. Upon vacancy or termination of this Agreement, Customer agrees to turn off and remove water supply, remove electrical supply, and close and lock all outside doors to the Unit(s), and return all key(s) to Supplier. All electrical cords, pictures and water hoses brought by Suppliers are the property of Suppliers and must be returned. If any equipment owned by Suppliers is not returned while under the care of the customer, the customer is responsible for replacement payment including time to acquire such.

20. SPECIAL STIPULATIONS: The following special stipulations shall, if in conflict with the printed matter, control:

**Customer is responsible for all cleaning and general maintenance (example- clearing clogs) to the units during the event. Customer is responsible for security to the unit(s) at all times.
Any extension to the dates herein mentioned are covered under this contract. Additional charges may apply.**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this agreement.

____ Power: Customer Responsibility

____ Water: Customer Responsibility

Waste Removal Fee: Included

Supplier:

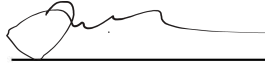
Port A Luxe Potties, LLC

18300 E 154th PI Brighton, CO 80601

(303) 834-0940

 (/cdn-cgi//email-protection)

Customer:



08 / 09 / 2023

Port A Luxe Potties

TBD

Lee McCall

08 / 07 / 2023

Lee McCall

TBD

 (/cdn-cgi//email-protection) | www.portaluxepotties.com | (303) 834-0940 | Brighton, CO 80601

**AMENDED AND RESTATED
CROSS-ACCESS EASEMENT AGREEMENT**

This AMENDED AND RESTATED CROSS-ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and entered this ____ day of August, 2023 (the “**Effective Date**”), by and between **CC BLACKSTONE, LLC**, a Nevada limited liability company (“**Blackstone**”), whose address is 3030 LBJ Freeway, Ste. 500, Dallas, Texas 75234, and **BLACKSTONE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), whose address is c/o White Bear Ankele Tanaka and Waldron, 2154 E. Commons Ave., Suite 2000, Centennial, CO 80122. Blackstone and the District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Blackstone CC, LLC, a Colorado limited liability company, and East Plains Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, executed that certain Cross Access Easement Agreement dated October 19, 2009, and recorded at Reception No. B9114898, Arapahoe County Clerk and Recorder (the “**2009 Agreement**”).

B. Blackstone is the successor-in-interest to Blackstone CC, LLC, and the District is the successor-in-interest to East Plains Metropolitan District.

C. Blackstone owns or is responsible for maintaining certain real property located in Aurora, Colorado, including the property as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein by this reference, labeled as Blackstone CC under the Owner Legend (the “**Blackstone Property**”).

D. The District owns or is responsible for maintaining certain real property located in Aurora, Colorado, including the property as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein by this reference, labeled as Blackstone MD under the Owner Legend (the “**District Property**”).

E. Blackstone is also responsible for the maintenance of certain tree lawns within the City of Aurora right-of-way, pursuant to Aurora Municipal Code Section 142-75, as may be amended, such tree-lawns are generally depicted on **Exhibit A** and more specifically depicted on **Exhibit B**, attached hereto and incorporated herein by this reference, as the area from the fencing adjacent to the property line, to the edge of pavement (the “**Blackstone Tree Lawns**”),

F. Lennar Colorado, LLC, a Colorado limited liability company, constructed an entry monument sign on Lot 1, Block 1, High Plains Country Club Filing No. 5, which property is owned by Blackstone and is generally located on the northwest corner of E. Mineral Place and S. Monaghan Road, as more particularly described on **Exhibit C** (the “**Entry Monument**”).

G. Blackstone has agreed to maintain certain portions of the District Property, and the District has agreed to maintain certain portions of the Blackstone Property and Blackstone Tree Lawns, all as more particularly set forth in this Agreement.

H. Blackstone has further agreed to allow the District to maintain and improve the Entry Monument as more particularly set forth in this Agreement.

I. Blackstone and the District desire to grant to each other cross-access easements for the purpose of conducting such maintenance and improvements as more particularly set forth in this Agreement. As a result, the 2009 Agreement is hereby terminated and no longer in force or effect as of the Effective Date of this Agreement and is hereby superseded and replaced in its entirety by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms have the respective meanings set forth below:
 - a. “Owner” and “Owners” means Blackstone and the District, individually or collectively, and their respective successors or assigns.
 - b. “Permittees” means the Owners’ respective employees, agents, contractors, and representatives.
 - c. “Property” or “Properties” means the Blackstone Property and the District Property, individually and collectively.
2. Maintenance Obligations.
 - a. The District shall maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, at its sole cost and expense, the Entry Monument and the portions of the Blackstone Property depicted on **Exhibit A** and legally described on **Exhibits D through F, H and I** attached hereto and incorporated herein by this reference (the “**District Easement Areas**”).
 - b. Blackstone shall maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, at its sole cost and expense, the portions of the District Property depicted on **Exhibit A** and legally described on **Exhibits J through M** attached hereto and incorporated herein by this reference (the “**Blackstone Easement Areas**,” and, together with the District Easement Areas, the “**Easement Areas**”).
 - c. The obligation of each Owner with respect to the Easement Areas that such Owner is required to maintain hereunder shall include, but shall not be limited to, the following:
 - i. Mowing, irrigating (including the cost of any water used), fertilizing, aerating, weed control, and general landscape maintenance of all landscaped areas, and removing all trash and debris to the extent reasonably necessary, to keep such Easement Areas in a neat, clean, and orderly condition;

ii. Removal of snow or ice on walkways as reasonably necessary;

iii. Keeping the Easement Areas in a safe, clean condition and in compliance in all respects with all laws, orders, ordinances, and all governmental, health, fire, and police rules, requirements, and regulations; and

iv. Repairing and maintaining the irrigation systems.

d. The District shall maintain, and may improve, alter, use, or remove the Entry Monument, at its sole cost and expense. The District may also provide additional landscape enhancements around the Entry Monument, including planting beds, and may display seasonal décor on or adjacent to the Entry Monument, so long as such additional landscape enhancements and seasonal décor are within the District Easement Areas.

e. The District shall repair and maintain, which maintenance includes painting, the metal fencing and masonry columns directly adjacent to the District Easement Area depicted in Exhibit D; however, the Parties shall split any such repair and maintenance costs (meaning the actual out-of-pocket costs) equally.

f. Each Owner shall perform any such maintenance activities in such a manner as to not disrupt the other Owner's business operations or use and enjoyment of their respective Properties. To the extent permitted by law, if at all, the Owner performing or causing such maintenance to be performed shall indemnify and hold the other Owner harmless from and against any and all liabilities, costs, expenses, damages and claims (including, without limited, claims for personal injury or death and attorneys' fees) arising or resulting from such Owner's negligent performance of or failure to perform such maintenance work. Each Owner shall give the other Owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

3. Blackstone Tree Lawns.

a. The District shall maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, at its sole cost and expense, the Blackstone Tree Lawn. Maintenance includes mowing, irrigating, fertilizing, aerating, grass trimming and removing snow from the sidewalk, within the Blackstone Tree Lawn. Blackstone is responsible for the cost of any water used on the Blackstone Tree Lawns.

b. Blackstone is responsible, at its sole cost and expense, for the installation of new plant material and the continued replacement of all plant material (including all existing dead or dying plant material), except for replacement of plant material as a result of damage caused by or lack of maintenance by the District or any person acting on behalf of the District.

c. The District or its designee is responsible for the repair and maintenance of the irrigation systems on the Blackstone Tree Lawn to the extent such repair and maintenance is due to ordinary wear and tear; however, such repair costs with respect to the Blackstone Tree Lawn shall not exceed \$1,000.00 annually. Blackstone is responsible for repairs to the irrigation system on the Blackstone Tree Lawn which are not occasioned by ordinary wear and tear (such as mainline failure, acts of god, vandalism, theft, etc.), and the cost of any repairs exceeding \$1,000.00 annually.

Blackstone is also responsible for any damage caused by Blackstone or any person acting on behalf of Blackstone.

d. Blackstone is responsible for the repair and maintenance of the metal fencing and masonry columns directly adjacent to the Blackstone Tree Lawn.

4. Cross-Access Easements. Blackstone hereby grants and conveys to the District and its Permittees, in common with others entitled to use the same, a non-exclusive easement (the “**District Easement**”) over, across, under, and through the District Easement Areas for the purpose of performing the maintenance and improvement obligations to be performed by the District pursuant to this Agreement. The District hereby grants and conveys to Blackstone and its Permittees, in common with others entitled to use the same, a non-exclusive easement (the “**Blackstone Easement**”) over, across, under, and through the Blackstone Easement Areas for the purpose of performing the maintenance obligations required to be performed by Blackstone pursuant to this Agreement.

5. Unimpeded Access. The Owners shall not construct any barricade or other divider to the Easement Areas, and neither Owner shall prohibit or discourage access and maintenance of the Easement Areas by the other Owner.

6. Nature and Effect of Easements and Restrictions. All of the easements, covenants, restrictions, and provisions contained in this Agreement:

a. Are made for the direct, mutual, and reciprocal benefit of the Owners and Permittees of the respective Properties;

b. Create mutual equitable servitudes upon each Property in favor of the other Property;

c. Constitute covenants running with the land; and

d. Are appurtenances to the affected Property. Neither Owner may transfer, assign, or encumber any of the easements, restrictions, or rights, except as an appurtenance to such Property. For the purposes of such easements and rights, the Property that is benefitted by such easements, restrictions, and rights constitutes the dominant estate, and the Property that is burdened by such easements, restrictions, and rights constitutes the servient estate.

7. Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Property, and all improvements and personal property located thereon or therein. Nothing contained in this subsection prevents any Owner from contesting, at its sole cost and expense, any such taxes and assessments with respect to its Property in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time that such contest is concluded, the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties, and costs thereon.

8. Enforcement and Remedies.

a. Default. An Owner defaults under this Agreement if it fails, in any material respect, to perform its maintenance obligations hereunder with respect to the Easement Areas required to be maintained by such Owner, thirty (30) days after receipt of written notice of such failure from the other Owner (except that, in the case of any failure that cannot reasonably be remedied within thirty (30) days, the non-defaulting Owner shall extend such thirty- (30) day period for an additional period of time as is reasonably necessary to effect the cure, provided the defaulting Owner has commenced its efforts to cure within the thirty- (30) day period and thereafter diligently pursues the same to completion).

b. Remedies. If either Owner defaults under this Agreement as set forth above, the non-defaulting Owner may perform, on behalf of the defaulting Owner, the maintenance that the defaulting Owner fails to perform. In the case of an emergency, the non-defaulting Owner, in its reasonable discretion, may perform any maintenance that the defaulting Owner fails to perform without having to first provide the thirty (30) day notice prescribed by Section 9(a), above. If the non-defaulting Owner cures any default by the defaulting Owner hereunder pursuant to this Section 9, the defaulting Owner shall reimburse the non-defaulting Owner, within thirty (30) days after demand therefore, an amount equal to the out-of-pocket costs and expenses incurred by the non-defaulting Owner in curing the defaulting Owner's default hereunder. In addition to the foregoing, any Owner may enforce the terms and provisions of this Agreement by any proceeding at law or in equity. The failure by any Owner to enforce this Agreement or any term or provision hereof is not a waiver of the right to do so thereafter.

c. Mechanic's Liens. Each Owner shall pay for all costs and expenses incurred in connection with any maintenance or other work performed on behalf of such Owner pursuant to this Agreement (the "**Maintenance Costs**") in a prompt and timely fashion, so that no claim for mechanic's liens or any other payment claim may be asserted against the other Owner hereto or the Properties. In the event any such mechanic's lien is recorded against either Property due to a failure of an Owner to pay Maintenance Costs, such Owner shall cause the lien claim to be released and discharged of record within thirty (30) days after the recordation of the lien claim. If the Owner desires to contest any claim of lien, the Owner may do so only if within such thirty- (30) day period the Owner posts adequate security with a court of competent jurisdiction and obtains an order discharging the lien of record, as then provided by the Colorado mechanics' lien statute. If the lien release is not secured by the Owner within the timeframe set forth above, then the other Owner, at its election, may secure the release of the Property that is the subject of the lien from the lien claim, whether by payment, bonding, or otherwise, and the curing Owner may recover all costs and expenses from the other Owner, including reasonable attorneys' fees, that such curing Owner may incur in connection therewith, together with interest thereon at the rate of 18% per annum on the amount so advanced until repaid.

9. Not a Public Dedication. Nothing herein contained is a gift or dedication of any portion of the Properties to the general public, nor for any public use or purpose whatsoever. Each granting Owner reserves the right to close off those portions of the Easement Areas located on such Owner's Property for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any

portion of the Easement Areas, as herein provided, such granting Owner shall give written notice to the other Owner of its intention to do so, and shall attempt to coordinate such closing with the other Owner so that no reasonable interference in access to and maintenance of the Easement Areas occurs.

10. Property Title. This Agreement does not convey any fee simple interest or any other right or interest in or to the Properties except for the limited rights and purposes specifically granted herein, and this Agreement covers no property other than the Properties.

11. Owner's Rights. Each Owner hereunder reserves and retains the rights to (a) grant other rights and easements across, over, or under such Owner's respective property to such other persons and entities as such Owner deems proper; provided, however, that such other grant does not unreasonably interfere with the use of the Property by the other Owner for the purpose set forth herein, and (b) use the land within Owner's respective property for any purpose consistent with the rights herein conveyed. The Easement granted over, through, and across the District Easement Area is further subject to golf related operations and activities conducted at, from, or in the vicinity of the adjacent golf course, as the case may be, including without limitation: (a) retrieval of golf balls, including the right to enter on nonenclosed or nonbarricaded portions of the District Easement Area for that purpose; (b) free and unobstructed flight of golf balls over, across, or upon the District Easement Area, as the case may be; (c) play of golf, including the doing of every act necessary and incident to the playing of golf; and (d) overspray of herbicides, fungicides, pesticides, fertilizer, and water over portions of the District Easement Area.

12. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, will not affect any of the other provisions hereof or the application thereof to any other person, which will remain in full force and effect.

13. Entire Agreement. This Agreement and the exhibits attached hereto contain all of the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements between the Parties with respect to the subject matter hereof are merged herein and replaced by this Agreement.

14. Notices. Each Owner shall send all notices and demands in writing by personal delivery, certified mail, or nationally recognized overnight courier service, addressed to Blackstone and to the District at the addresses specified below or at the addresses which were last specified by written notice by Blackstone or the District. Notices or demands shall be deemed to be given, made, or communicated on the date of delivery if personally delivered; on the date they were received or receipt refused when deposited in the United States mail as certified mail, with postage fully prepaid, as evidence by the return receipt; or if sent by reputable overnight courier service, the next business day:

Blackstone Address: Blackstone Country Club
7777 S Country Club Pkwy
Aurora, CO 80016
Attn: General Manager

With a copy to: CC Blackstone, LLC
3030 LBJ Freeway, Ste. 500
Dallas, TX 75234
Attn: General Counsel

The District's Address: Blackstone Metropolitan District
c/o Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
303.369.1800 Phone
www.westwindmanagement.com

With a copy to: WHITE BEAR ANKELE TANAKA &
WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
(303) 858-1800 (phone)
(303) 858-1801 (fax)
Attention: Clint Waldron
cwaldron@wbapc.com

15. Term. This Agreement will continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed and acknowledged by all of the Owners of the Easement Areas as of the date of such termination.

16. Amendment. The provisions of this Agreement may only be modified, amended, or rescinded, in whole or in part, by an agreement of all of the then-current owners of the Easement Areas, by written instrument duly executed and recorded in the real property records of the Office of the Clerk and Recorder of Arapahoe County, Colorado.

17. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24- 10-101, *et seq.*, C.R.S., as amended from time to time.

18. No Third-Party Beneficiaries. The Parties expressly understand and agree 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 their successors and assigns 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 receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. 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.

20. Electronic Storage and Execution. The Parties agree that the transactions described herein may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. Any electronic signature affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

21. 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 Blackstone expressly understands and agrees that the decision whether 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. Blackstone understands and intends 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. In the event the District determines not to appropriate funds for the District's maintenance obligations under this Agreement, the District will provide written notice to Blackstone, and Blackstone may, at its discretion, and upon written notice to the District, suspend Blackstone's obligations under this Agreement to maintain the Blackstone Easement Areas until such time as the District appropriates funds for the District's maintenance obligations.

22. Counterparts. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile or electronic copies of signatures shall be valid as originals, 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.

23. Miscellaneous.

a. Section headings are herein inserted for convenience only, and in no way define, limit, or prescribe the scope or extent of any provision of this Agreement.

b. Whenever the singular is used in this Agreement and when required by the context, the same includes the plural, and vice versa, and the masculine gender includes the feminine and neuter genders, and vice versa.

c. The Owners may sign this Agreement in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument.

d. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

e. Each person executing this Agreement warrants and represents that he or she is fully authorized to do so.

f. If an Owner files a suit to enforce this Agreement or any provisions contained herein, the Owner prevailing in such action may recover, in addition to all other remedies or damages, court costs, reasonable attorneys' fees and expert witness fees incurred in such suit.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

(Signatures on following pages)

BLACKSTONE:

CC BLACKSTONE, LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as the _____ of CC Blackstone, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

By: _____
Officer of the District

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by _____, as the _____ of Blackstone Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
to CROSS-ACCESS EASEMENT AGREEMENT

FILE PATH: Y:\CenterPoint Engineering\0003 - IDES\9902 - Blackstone\Plan Production\CAD\BASE\EXHIBIT-20230509.dwg PLOT TIME: 5/9/2023 8:24:51 AM BY: Ryan Redd

E SMOKY HILL PKWY



MAINTENANCE LEGEND

BLACKSTONE METRIC DISTRICT	
BLACKSTONE COUNTRY CLUB GOLF COURSE	

OWNER LEGEND

CITY OF AURORA		CHERRY CREEK SCHOOL DISTRICT	
BLACKSTONE MD			
BLACKSTONE CC			

NOTE: IF NO MAINTENANCE IS DESIGNATED, OWNER TO MAINTAIN

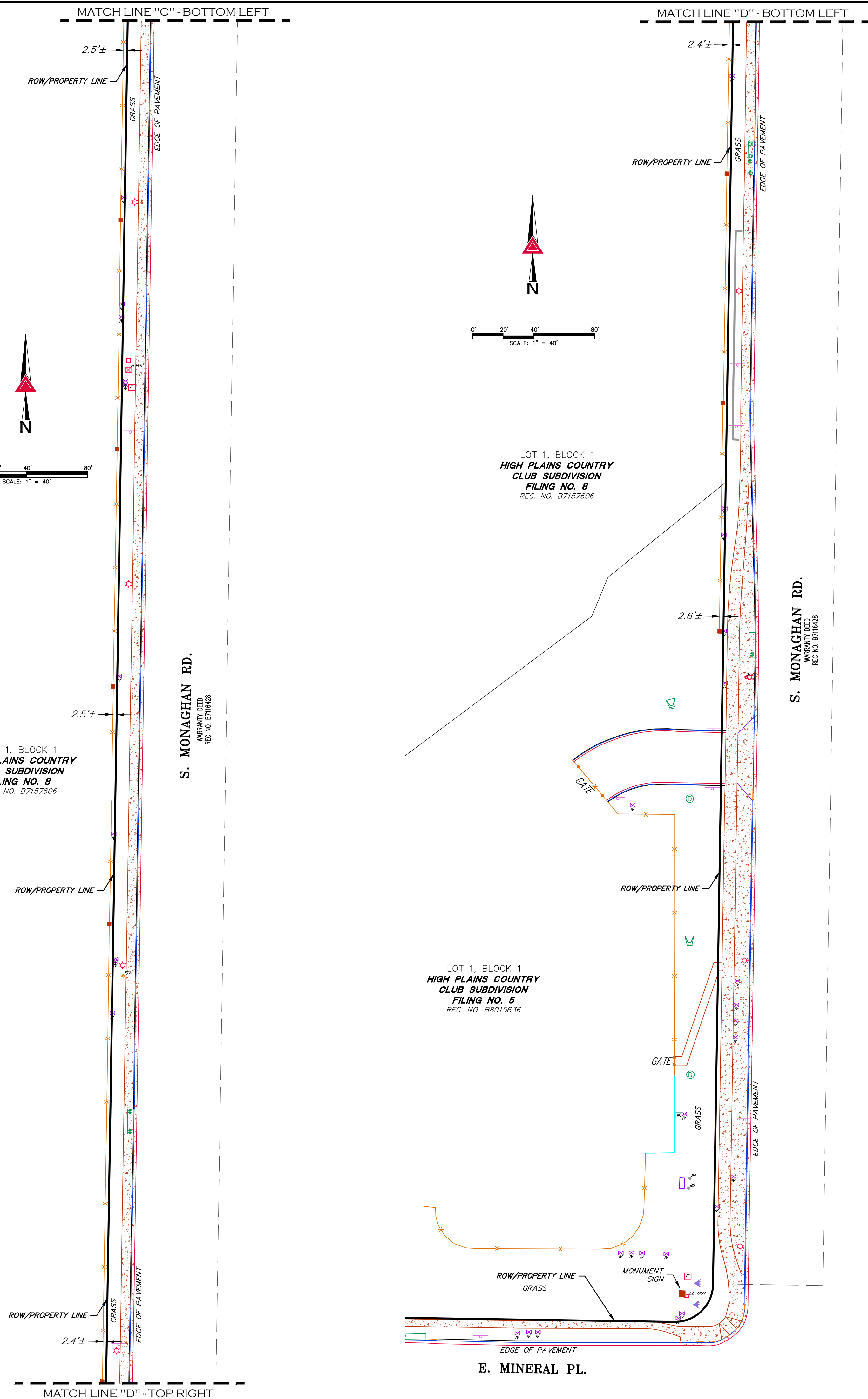
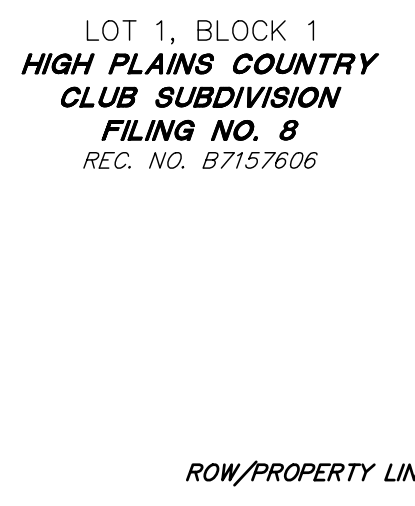
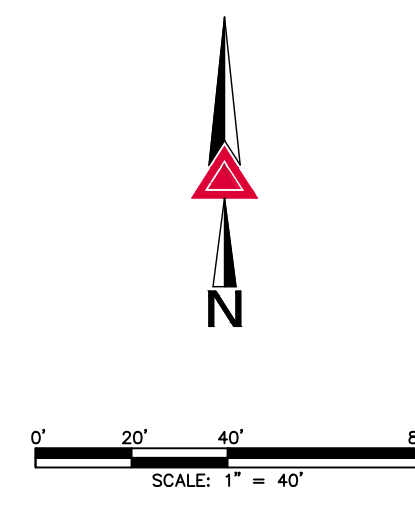
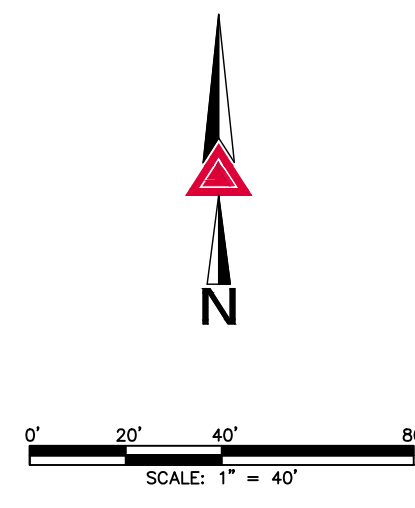
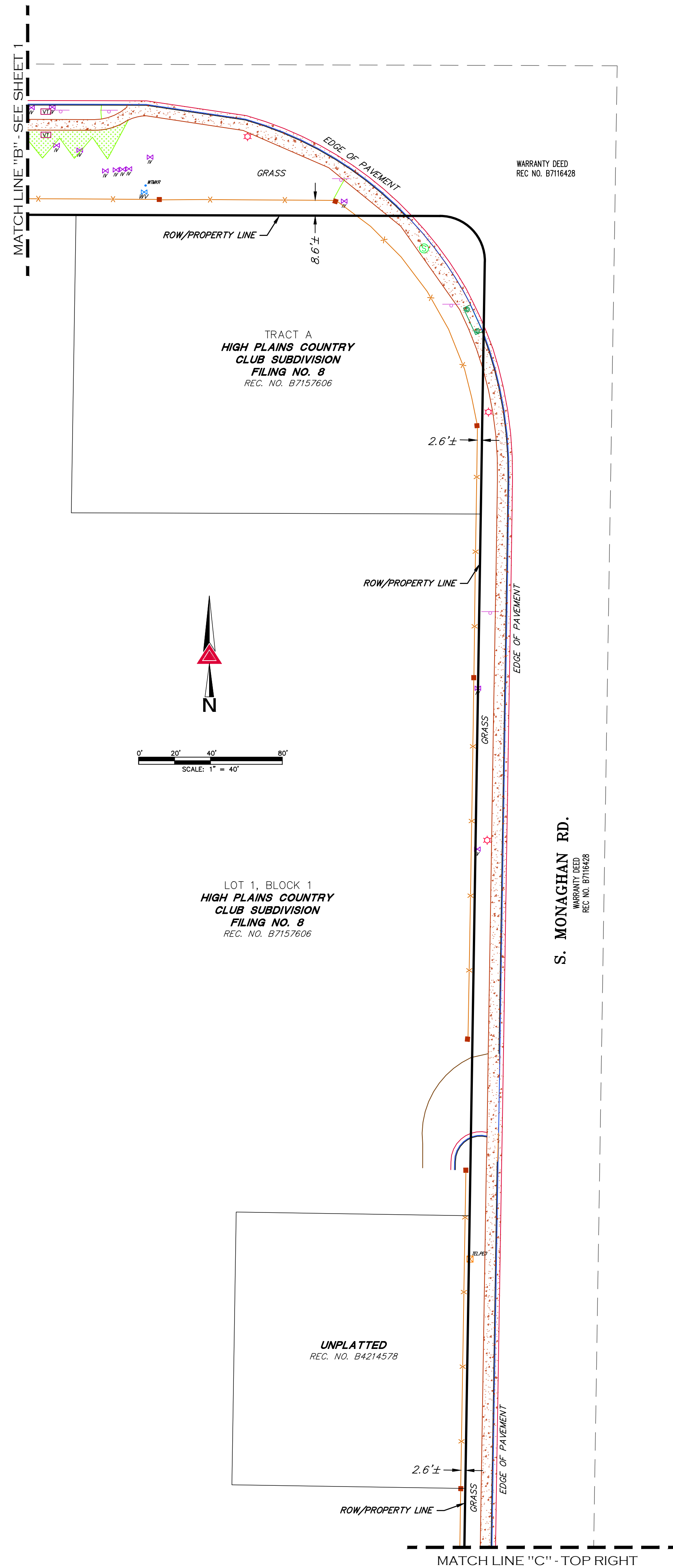
PROJECT #	
DATE	2023.05.09
SCALE	1" = 700'
SHEET TITLE	
CROSS-ACCESS	
MAINTENANCE EASEMENTS	
SHEET #	1 OF 1

BLACKSTONE COUNTRY CLUB

**BLACKSTONE COUNTRY CLUB
AURORA, COLORADO**

**CENTERPOINT
ENGINEERING**
Civil Design | Land Planning
1626 COLE BLVD | SUITE 125 | LAKEWOOD, CO | 80401

EXHIBIT B
to CROSS-ACCESS EASEMENT AGREEMENT



SCALE 1"=40'		DATE 2023-06-18	
BY	DATE	REVISION	DESCRIPTION
 AZTEC CONSULTANTS, INC.			
FENCE EXHIBIT BLACKSTONE COUNTY CLUB City of Aurora, Arapahoe County PREPARED FOR BLACKSTONE METROPOLITAN DISTRICT			
SHEET 2		SHEETS	
JOB NO. 188523-01			

300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

EXHIBIT C
to CROSS-ACCESS EASEMENT AGREEMENT

LEGAL DESCRIPTION

THAT CERTAIN PORTION OF LOT 1, BLOCK 1, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 5, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, PER PLAT RECORDED FEBRUARY 7, 2008 AT RECEPTION NO. B8015636, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE ALONG THE NORTHERLY RIGHT-OF-WAY OF EAST MINERAL PLACE, SHOWN AS HAVING A BEARING AND DISTANCE OF "SOUTH 89°07'47" EAST, 179.08 FEET" ON THE PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 3, RECORDED JULY 19, 2017 AT RECEPTION NO. D7081400 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°07'47" WEST, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 00°54'36" EAST, A DISTANCE OF 40.36 FEET;

THENCE SOUTH 89°07'47" EAST, A DISTANCE OF 40.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF SOUTH MONAGHAN ROAD, AS SHOWN ON SAID PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 5;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°54'36" WEST, A DISTANCE OF 15.38 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF EAST MINERAL PLACE, BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°08'25", AN ARC LENGTH OF 39.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1,483 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

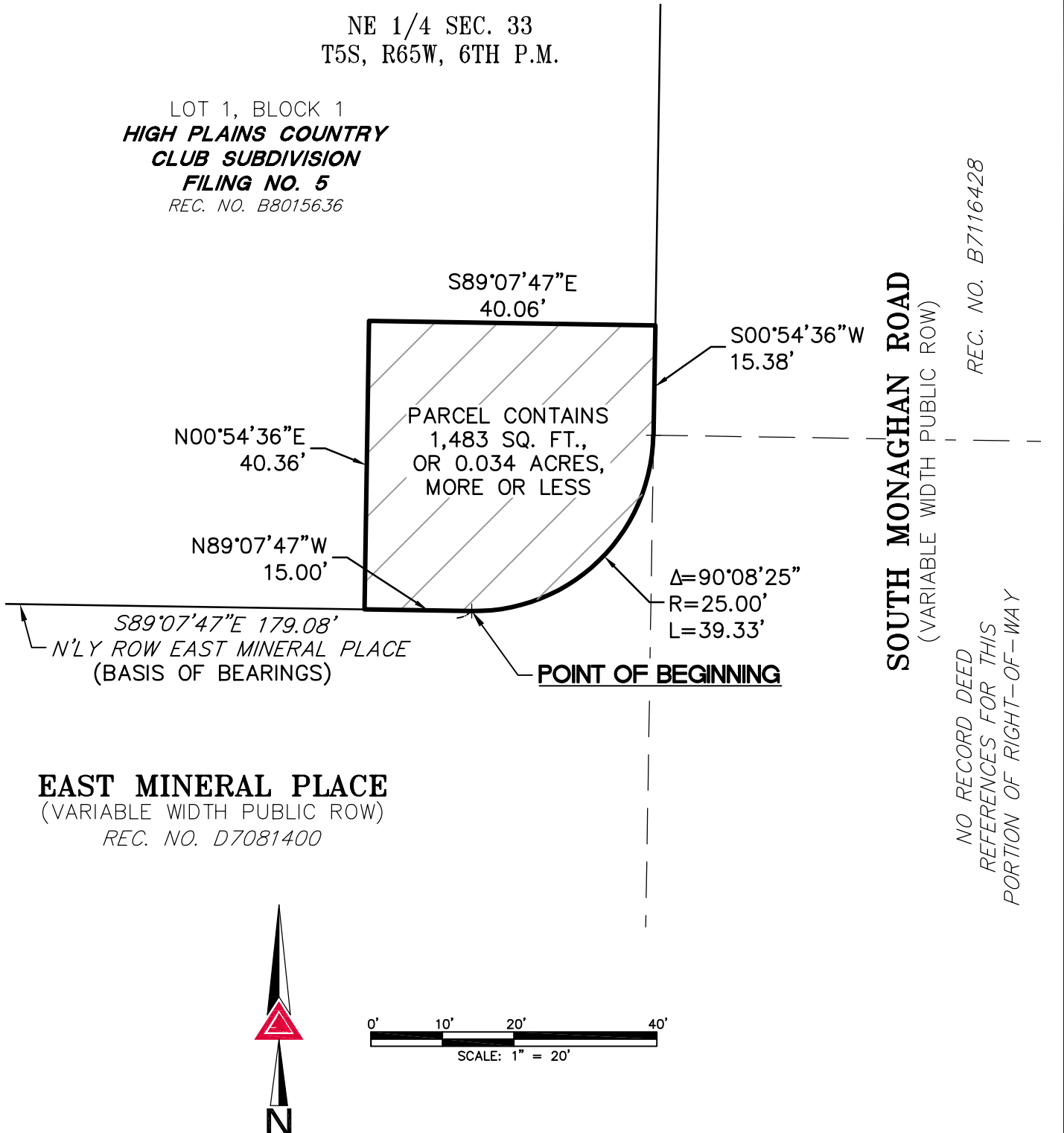


DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO ACCOMPANY LEGAL DESCRIPTION

NE 1/4 SEC. 33
T5S, R65W, 6TH P.M.

LOT 1, BLOCK 1
**HIGH PLAINS COUNTRY
CLUB SUBDIVISION**
FILING NO. 5
REC. NO. B8015636

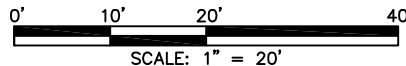


SOUTH MONAGHAN ROAD
(VARIABLE WIDTH PUBLIC ROW)

REC. NO. B7116428

NO RECORD DEED
REFERENCES FOR THIS
PORTION OF RIGHT-OF-WAY

EAST MINERAL PLACE
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. D7081400



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

MONUMENT SIGN EASEMENT

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 5
CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

PATH: Q:\188523-01 - BLACKSTONE GOLF COURSE\DWG\EXHIBITS\MON SIGN AND LANDSCAPE.DWG
JOB NUMBER: 188523-01 DATE: 07/25/2023 DWG: RDS CHK: DED 2 OF 2 SHEETS

EXHIBITS D through F, H and I
to CROSS-ACCESS EASEMENT AGREEMENT

DISTRICT EASEMENT AREAS

EXHIBIT D

LEGAL DESCRIPTION

THAT CERTAIN PORTION OF LOT 1, BLOCK 1, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 8, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, PER PLAT RECORDED DECEMBER 17, 2007 AT RECEPTION NO. B7157606, IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE NORTH HALF OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1, SHOWN AS HAVING A BEARING AND DISTANCE OF "SOUTH 89°49'48" EAST, 1,844.28 FEET" ON SAID PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 8;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°49'48" EAST, A DISTANCE OF 32.92 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 71°45'36" EAST, A DISTANCE OF 6.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 61.12 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°07'30" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 113°10'32", AN ARC LENGTH OF 120.73 FEET TO THE WESTERLY LINE OF SAID LOT 1, BLOCK 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 496.45 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 87°48'15" WEST;

THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID LOT 1, BLOCK 1, THE FOLLOWING 4 COURSES:

- 1) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°02'04", AN ARC LENGTH OF 17.63 FEET
- 2) TANGENT TO SAID CURVE, NORTH 00°09'42" EAST, A DISTANCE OF 34.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;
- 4) TANGENT TO SAID CURVE, SOUTH 89°50'18" EAST, A DISTANCE OF 4.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4,546 SQUARE FEET OR 0.104 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



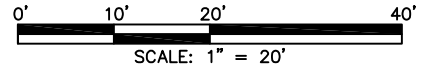
DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION ACCOMPANY TO LEGAL DESCRIPTION

REC. NO. B4159351

REC. NO. B7116428

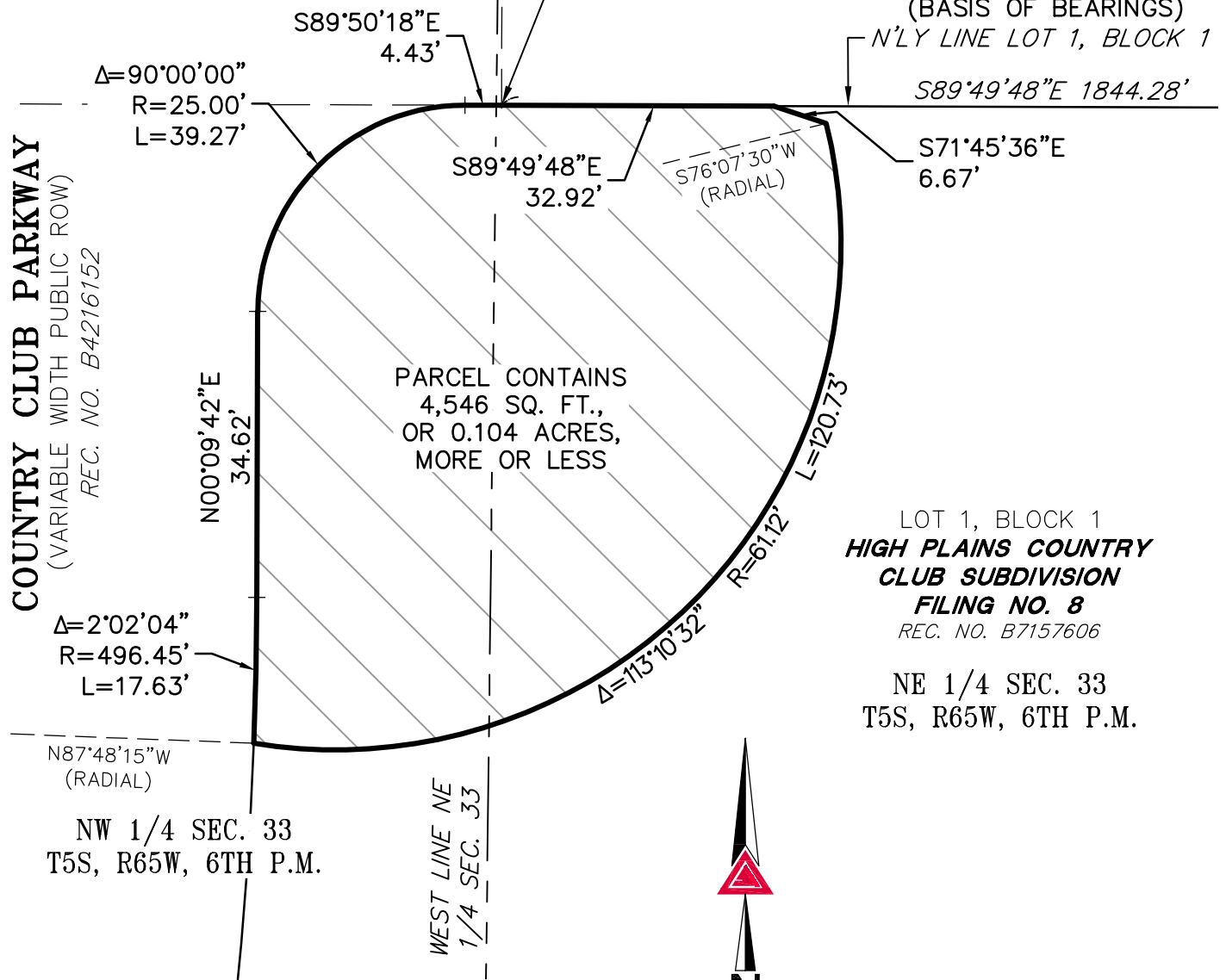
SMOKY HILL ROAD
(72' WIDE PUBLIC ROW)



POINT OF BEGINNING

(BASIS OF BEARINGS)

COUNTRY CLUB PARKWAY
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. B4216152



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

LANDSCAPE EASEMENT

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 8
CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

PATH: Q:\188523-01 - BLACKSTONE GOLF COURSE\DWG\EXHIBITS\MON SIGN AND LANDSCAPE.DWG
JOB NUMBER: 188523-01 DATE: 07/25/2023 DWG: RDS CHK: DED 2 OF 2 SHEETS

EXHIBIT E

EXHIBIT E

THAT CERTAIN PORTION OF TRACT K, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, PER PLAT RECORDED JULY 22, 2005 AT RECEPTION NO. B5108920 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 58, BLOCK 7, SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 58, BLOCK 7, NORTH 57°01'11" WEST, A DISTANCE OF 125.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 58, BLOCK 7;

THENCE DEPARTING SAID MOST NORTHERLY CORNER, NORTH 32°58'49" EAST, A DISTANCE OF 26.00 FEET TO THE MOST WESTERLY CORNER OF LOT 57, BLOCK 7, SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 57, BLOCK 7, SOUTH 57°01'11" EAST, A DISTANCE OF 125.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 57, BLOCK 7, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTH BLACKSTONE PARKWAY, AS SHOWN ON SAID PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 32°58'49" WEST, A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING**.

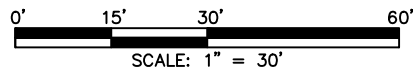
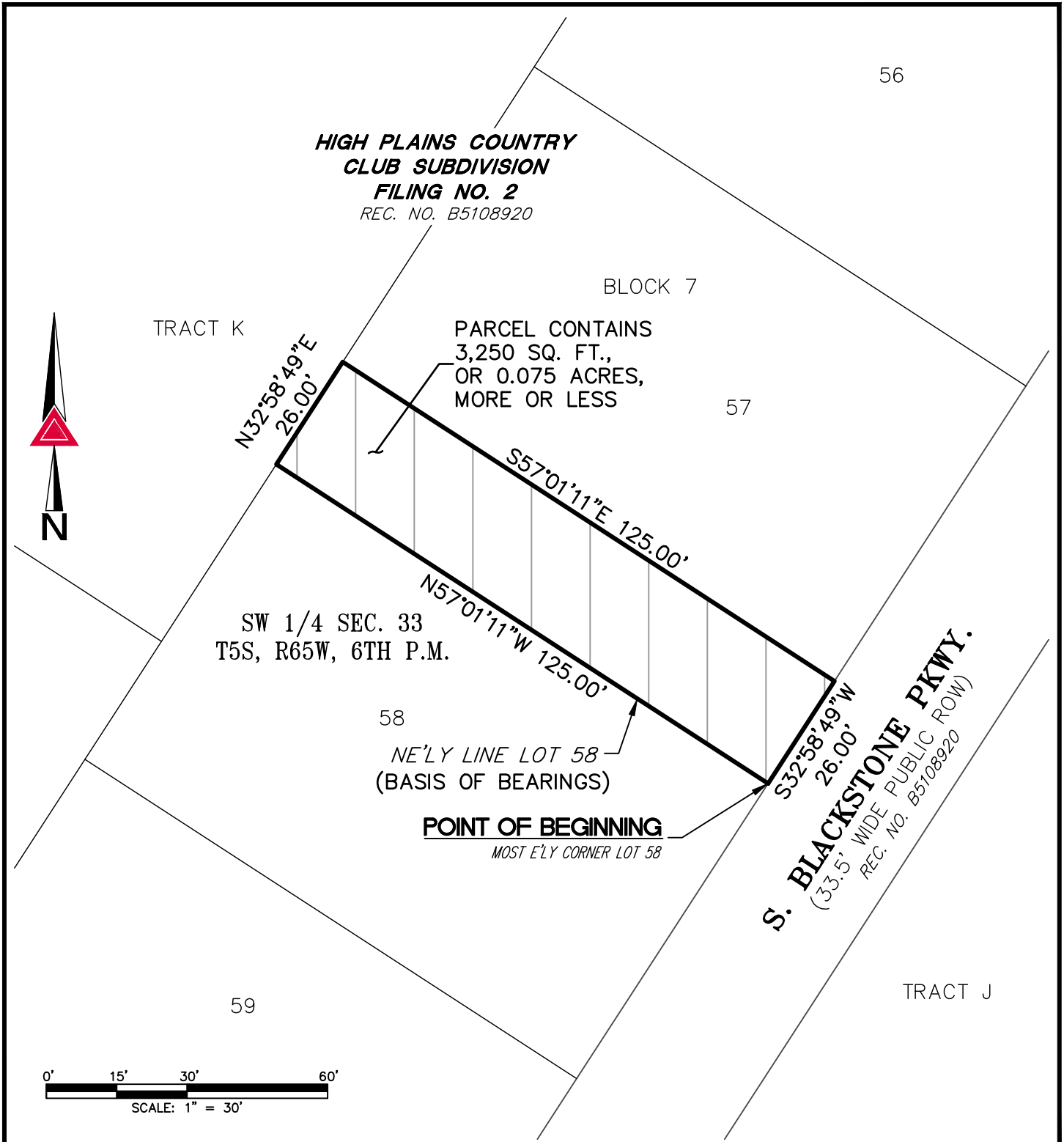
CONTAINING AN AREA OF 3,250 SQUARE FEET OR 0.075 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT E



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.


 <p>AzTec Consultants, inc.</p>	<p>300 East Mineral Ave. Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com</p>	<p>EASEMENT HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 CITY OF AURORA, ARAPAHOE COUNTY, COLORADO</p>	
		<p>PATH: Q:\188523-01 - BLACKSTONE GOLF COURSE\DWG\EXHIBITS\TRACT K.DWG JOB NUMBER: 188523-01 DATE: 07/13/2023 DWG: RDS CHK: DED 2 OF 2 SHEETS</p>	

EXHIBIT F

EXHIBIT F

THAT CERTAIN PORTION OF TRACT K, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, PER PLAT RECORDED JULY 22, 2005 AT RECEPTION NO. B5108920 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 30, BLOCK 7, SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 30, BLOCK 7, NORTH 26°55'20" WEST, A DISTANCE OF 134.99 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 30, BLOCK 7;

THENCE DEPARTING SAID MOST NORTHERLY CORNER, NORTH 63°04'40" EAST, A DISTANCE OF 40.00 FEET TO AN ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF LOT 28, BLOCK 7, SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 28, BLOCK 7 AND LOT 29, BLOCK 7, SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2, SOUTH 26°55'20" EAST, A DISTANCE OF 134.37 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 29, BLOCK 7, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTH BLACKSTONE PARKWAY, AS SHOWN ON SAID PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,617.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 28°30'59" WEST;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'03", AN ARC LENGTH OF 40.01 FEET TO THE **POINT OF BEGINNING**.

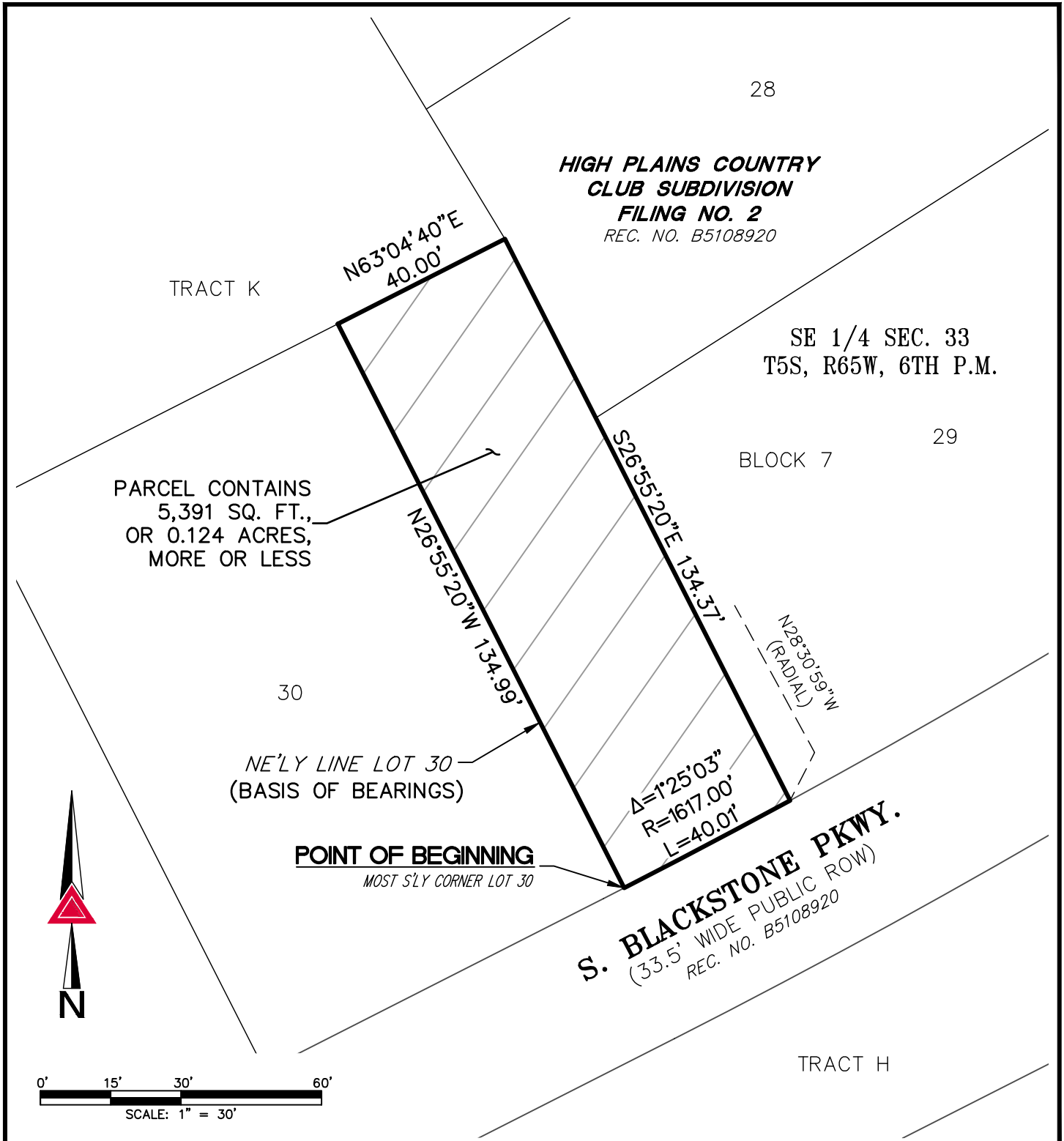
CONTAINING AN AREA OF 5,391 SQUARE FEET OR 0.124 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT F



TRACT K

**HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2**
REC. NO. B5108920

28

SE 1/4 SEC. 33
T5S, R65W, 6TH P.M.

29

BLOCK 7

PARCEL CONTAINS
5,391 SQ. FT.,
OR 0.124 ACRES,
MORE OR LESS

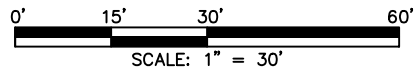
30

NE'LY LINE LOT 30
(BASIS OF BEARINGS)

POINT OF BEGINNING
MOST S'LY CORNER LOT 30

S. BLACKSTONE PKWY.
(33.5' WIDE PUBLIC ROW)
REC. NO. B5108920

TRACT H



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.


 <p>AzTec Consultants, inc.</p> <p>300 East Mineral Ave. Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com</p>	<p>EASEMENT</p> <p>HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 CITY OF AURORA, ARAPAHOE COUNTY, COLORADO</p>
	<p>PATH: Q:\188523-01 - BLACKSTONE GOLF COURSE\DWG\EXHIBITS\TRACT K.DWG JOB NUMBER: 188523-01 DATE: 07/13/2023 DWG: RDS CHK: DED 2 OF 2 SHEETS</p>

EXHIBIT H

EXHIBIT H

LEGAL DESCRIPTION: AN ACCESS EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO BEING A PORTION OF TRACT K, HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1, RECORDED AT RECEPTION NO. B4216152, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF SAID TRACT K PER THE SUBDIVISION PLAT OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1, MONUMENTED AT THE NORTH END BY A NAIL AND TAG, ILLEGIBLE, OFFSET 15 FEET EAST AND ON THE SOUTH END BY A #5 REBAR AND BLUE PLASTIC CAP STAMPED "PLS 37051", WITH THE LINE CONSIDERED TO BEAR S00°00'06"W.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK 9, OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1, SAID CORNER ALSO BEING THE MOST SOUTHERLY POINT OF SAID TRACT K.

THENCE N00°00'06"E ALONG THE COMMON BOUNDARY LINE BETWEEN SAID TRACT K AND SAID BLOCK 9, A DISTANCE OF 234.23 FEET TO AN ANGLE POINT ON THE SAID BOUNDARY LINE;

THENCE S89°59'54"E LEAVING SAID COMMON LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE COMMON BOUNDARY LINE BETWEEN SAID TRACT K AND THE WESTERLY RIGHT-OF-WAY LINE OF BLACKSTONE PARKWAY AS PLATTED IN SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SAID COMMON BOUNDARY LINE:

- 1) S00°00'06"W, A DISTANCE OF 214.23 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET TO THE **POINT OF BEGINNING**,

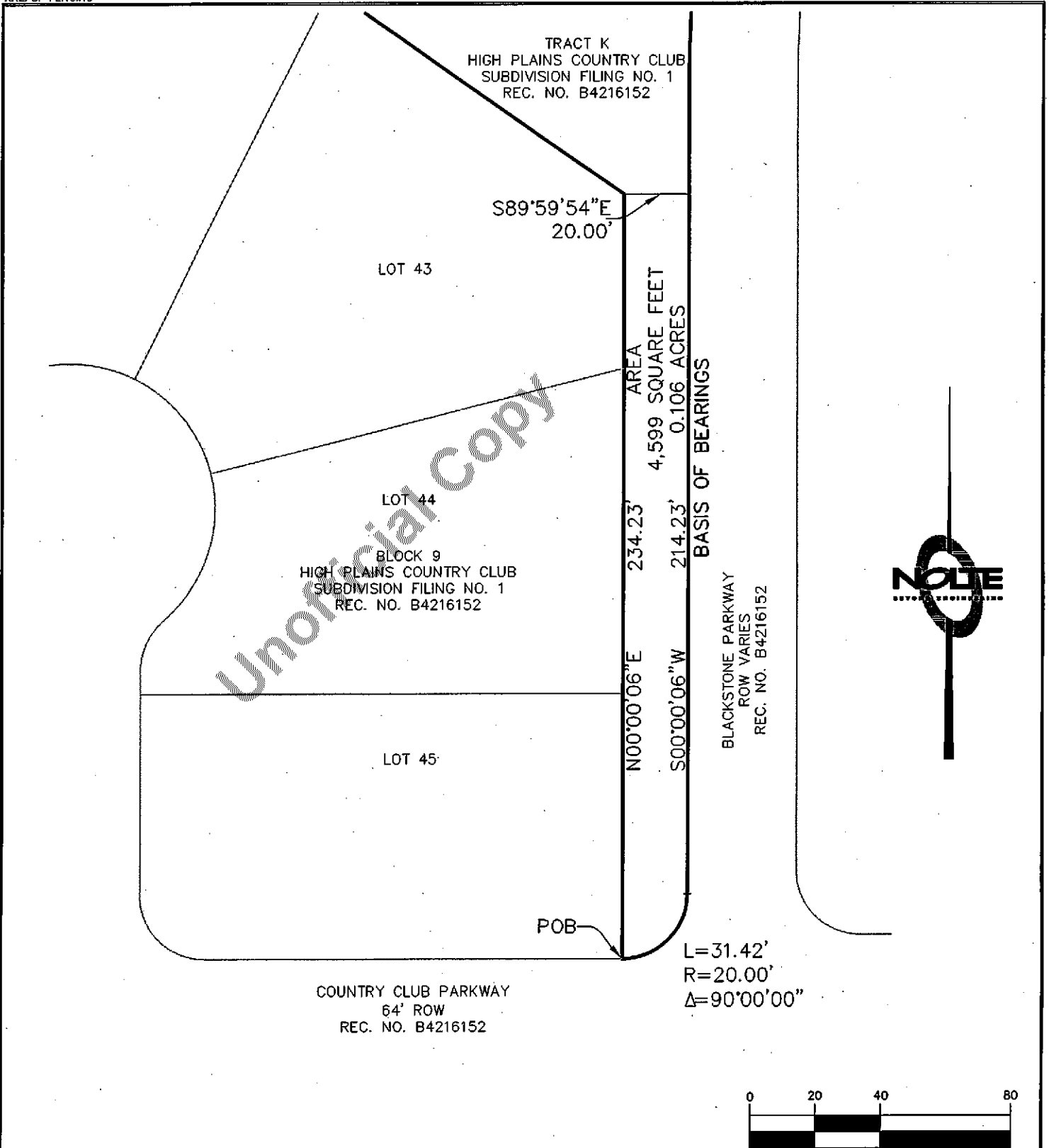
CONTAINING A CALCULATED AREA OF 4,599 SQUARE FEET OR 0.106 ACRES.

I, EDWARD C. SILVER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.

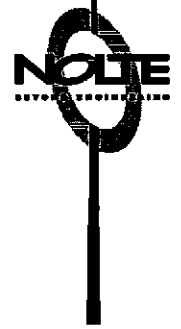


EDWARD C. SILVER, PROFESSIONAL LAND SURVEYOR
COLORADO No. 37051
FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.
8000 S. CHESTER STREET, SUITE 200
CENTENNIAL, CO 80112

DATE



Unofficial Copy



NOTE: This exhibit does not represent a monumented survey. It is intended only to depict that attached description.

 BEYOND ENGINEERING <small>5000 S. Cheater Street, Suite 200 800.960.4400, TEL. 303.960.0061 FAX Centennial, CO 80112 WWW.NOLTE.COM</small>	BLACKSTONE COUNTRY CLUB EXHIBIT H	SHEET NUMBER 2 46 OF 2 SHEETS
	PREPARED FOR: LENNAR COLORADO, LLC DATE SUBMITTED: 05-30-08	JOB NUMBER DVB012525

EXHIBIT I

EXHIBIT I

LEGAL DESCRIPTION: AN ACCESS EASEMENT OVER AND ACROSS A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO BEING A PORTION OF TRACT C, HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 8, RECORDED AT RECEPTION NO. B7157606, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF SAID TRACT C PER THE SUBDIVISION PLAT OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 8, MONUMENTED AT BOTH ENDS BY A #5 REBAR WITH BLUE PLASTIC CAP STAMPED "PLS 37051", WITH THE LINE CONSIDERED TO BEAR S00°00'09"E.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 12, HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1, RECORDED AT RECEPTION NO. B4216152, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID TRACT C.

THENCE S00°00'09"E ALONG THE COMMON BOUNDARY LINE BETWEEN SAID TRACT C AND THE EAST RIGHT-OF-WAY LINE OF SOUTH BLACKSTONE PARKWAY AS PLATTED IN SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION NO. 1, A DISTANCE OF 286.36 FEET TO THE **POINT OF BEGINNING**;

THENCE S70°06'23"E LEAVING SAID COMMON BOUNDARY LINE, A DISTANCE OF 11.63 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 56°10'08", A DISTANCE OF 44.11 FEET TO A POINT OF TANGENCY;

THENCE S13°56'14"E, A DISTANCE OF 14.79 FEET;

THENCE N89°59'34"E, A DISTANCE OF 1322.15 FEET;

THENCE N14°12'04"E, A DISTANCE OF 86.08 FEET TO AN ANGLE POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT C;

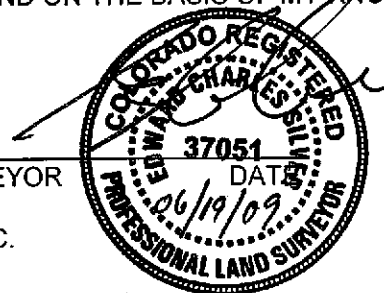
THENCE ALONG THE BOUNDARY LINE OF TRACT C THE FOLLOWING FIVE (5) COURSES:

- 1) S00°00'32"E, A DISTANCE OF 95.65 FEET;
- 2) S89°59'28"W, A DISTANCE OF 782.13 FEET;
- 3) N89°59'54"W, A DISTANCE OF 579.02 FEET;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'45", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;
- 5) N00°00'09"W, A DISTANCE OF 36.93 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 19,219 SQUARE FEET OR 0.441 ACRES.

I, EDWARD C. SILVER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.

EDWARD C. SILVER, PROFESSIONAL LAND SURVEYOR
COLORADO No. 37051
FOR AND ON BEHALF OF NOLTE ASSOCIATES, INC.
8000 S. CHESTER STREET, SUITE 200
CENTENNIAL, CO 80112



UNPLATTED

LOT 3, BLOCK 12
HIGH PLAINS COUNTRY CLUB
SUBDIVISION FILING NO. 1
REC. NO. B4216152

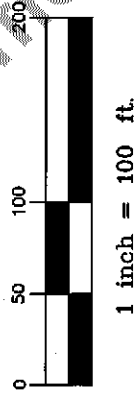
SOUTH
BLACKSTONE PARKWAY
ROW VARIES
REC. NO. B4216152
POC

S00°00'09"E 286.36'
BASIS OF BEARINGS

POB
N00°00'09"W 36.93'
S70°06'23"E
11.63' L=44.11'
R=45.00'
A=56°10'08"
S13°56'14"E
14.79'

AREA
19,219 SQUARE FEET
0.441 ACRES

TRACT C
HIGH PLAINS COUNTRY CLUB
SUBDIVISION NO. 8
RECEPTION NO. B7157606



MATCH LINE
SEE SHEET 3

N89°59'34"E 1322.15'

S89°59'28"W 782.13'

N89°59'54"W 579.02'

COUNTY LINE ROAD
REC. NO. B4159351

L=39.27'
R=25.00'
A=89°59'45"

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict that attached description.

NOTE
BEYOND ENGINEERING
6000 S. Chester Street, Suite 200
Denver, CO 80231
303.752.6400 TEL. 303.752.9001 FAX
WWW.NOTE.COM

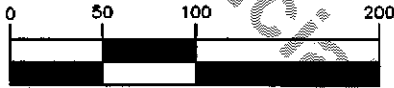
DATE: 6/19/09 TIME: 8:00:00 AM
NETWORK: DVS1
DWS NAME: MD-F.DWG
LAYOUT: EX FA
DESIGNER: ### MGR: ECS

**BLACKSTONE COUNTRY CLUB
EXHIBIT I**

PREPARED FOR: LENNAR COLORADO, LLC DATE SUBMITTED: 06-30-08

SHEET NUMBER
2
OF 3 SHEETS
JOB NUMBER
DYB012595

UNPLATTED



1 inch = 100 ft.

TRACT C
HIGH PLAINS COUNTRY CLUB
SUBDIVISION NO. 8
RECEPTION NO. B7157606

AREA
19,219 SQUARE FEET
0.441 ACRES



UNPLATTED

86.08'
N14°12'04"E
S00°00'32"E
95.65'

MATCH LINE
SEE SHEET 2

N89°59'34"E 1322.15'

S89°59'28"W 782.13'

COUNTY LINE ROAD
REC. NO. B4159351

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict that attached description.

NOLTE
BEYOND ENGINEERING

8000 S. Chester Street, Suite 209
300.220.6400 TEL. 300.220.0001 FAX

Centennial, CO 80112
WWW.NOLTE.COM

DATE: 6/19/09 TIME: 9:10:12 AM
NETWORK: DVS1
DWG NAME: MD-F.DWG
LAYOUT: EX FB
DESIGNER: HHH MGR: ECS

**BLACKSTONE COUNTRY CLUB
EXHIBIT I**

PREPARED FOR: LENNAR COLORADO, LLC

DATE SUBMITTED: 05-30-08

SHEET NUMBER

3

OF 3 SHEETS

JOB NUMBER
DVB012535 50

EXHIBIT J through M
To CROSS-ACCESS EASEMENT AGREEMENT

BLACKSTONE EASEMENT AREAS

EXHIBIT J

Tract Q, Block 11 High Plains Country Club Subdivision, Filing No. 2

EXHIBIT K

Tract E, High Plains Country Club Subdivision, Filing No. 4

EXHIBIT L

[See Attached 2 pages]

EXHIBIT L

LEGAL DESCRIPTION: AN ACCESS AND MAINTENANCE EASEMENT OVER AND ACROSS A PORTION OF TRACT A AND TRACT B OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 4, RECORDED AT RECEPTION NO. B6135399 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33, BEING MONUMENTED AT THE WEST END MARKING THE NORTHWEST CORNER BY A 2 1/2" BRASS CAP STAMPED "PLS12111", AND AT THE EAST END BEING THE NORTH ONE-QUARTER CORNER OF SECTION 33 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS25942", CONSIDERED TO BEAR S89°50'18"E, WITH ALL BEARINGS HEREON RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE S18°07'04"E, A DISTANCE OF 536.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHWESTERLY CORNER OF TRACT A AS PLATTED IN HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 7; RECORDED AT RECEPTION NO. B6150962, FROM WHENCE THE NORTHEASTERLY CORNER OF SAID TRACT A BEARS N52°54'58"E, A DISTANCE OF 515.00 FEET;

THENCE N28°38'20"E, A DISTANCE OF 129.67 FEET;

THENCE N42°04'27"E, A DISTANCE OF 158.45 FEET;

THENCE N49°45'05"E, A DISTANCE OF 193.48 FEET;

THENCE N88°31'46"E, A DISTANCE OF 84.49 FEET;

THENCE S34°42'10"E, A DISTANCE OF 138.21 FEET;

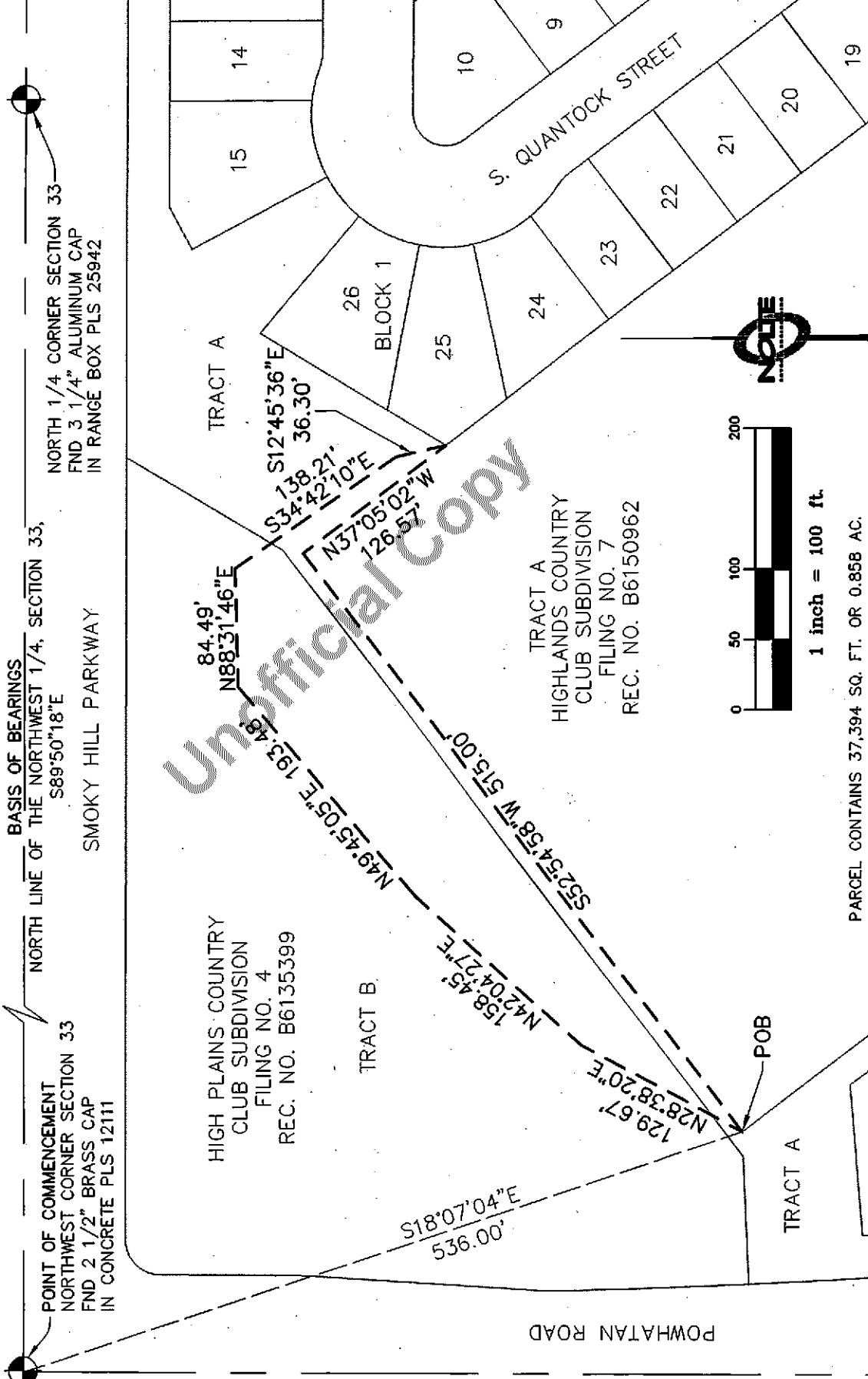
THENCE S12°45'36"E, A DISTANCE OF 36.30 TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID TRACT A, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF LOT 25 BLOCK 1 OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 4;

THENCE N37°05'02"W ALONG SAID NORTHEASTERLY BOUNDARY LINE OF SAID TRACT A OF THE HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 7, A DISTANCE OF 126.57 FEET TO SAID NORTHEASTERLY CORNER;

THENCE S52°54'58"W ALONG NORTHWESTERLY BOUNDARY LINE OF SAID TRACT A, A DISTANCE OF 515.00 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 37,394 SQUARE FEET OR 0.858 ACRES.

EXHIBIT L



NOTE: This exhibit does not represent a monumented survey. It is intended only to depict that attached description.

DATE: 6/17/08 TIME: 2:50:54 PM NETWORK: NONE PATH: \\D:\B612520\CAD\03\SURVEY\EXHIBIT\BCC emit.dwg DWG NAME: ACCESS EASEMENT_FILING 4 LAYOUT: Layout1 DESIGNER: SJZ MGR: ECS		SHEET NUMBER 3 OF 3 SHEETS
PREPARED FOR: LENMAR COLORADO LLC. DATE SUBMITTED: 6-17-08		JOB NUMBER DVB012520
NOTE BEYOND ENGINEERING 8000 S. Chester Street, Suite 200 80126-3400 TEL: 303.226.0001 FAX: 303.226.0002		

A PORTION OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXHIBIT M

Tract D, High Plains Country Club Subdivision, Filing No. 4

COMMITTEE REPORTS

August Landscape Report

Thursday, August 10, 2023

Prepared For Blackstone Metropolitan District



Item 1

LandTech employees removing weeds along Blackstone Pkwy on 8/10/2023.



Item 2

View of country club median.



Item 3

Flowers at the southeast corner of your community. A couple of newly planted trees are visible in the background.



Item 4

Another view of the above photo.



Item 5

Flowers on the southwest corner of your community.



Item 6

Country club park flowers.



Item 7
Same as above.



Item 8
Hilltop park view



Item 9

View along Monaghan of many newly installed trees.



Item 10

More new trees along Monaghan.



Item 11

New trees along County Line Road.



Item 12

Line of sight clearing is needed around the community. This will be completed by 8/15/2023



Item 13

Native left over clippings at Hilltop Park.
Removal of these are scheduled for
8/10/2023.



Item 14

Monaghan entrance to community. We
should consider removing the native and
installing grass instead. It is recommended
we wait for Singing Hills to finish their work
in this area first to avoid potential irrigation
issues.



Item 15

Area around the monument should also change to grass once the entry way work is done in this area.



Item 16

Photo of the tree lawn on the south side of the Monaghan entrance. This is what we want to change the northern side to.



Item 17

Southern monument at the Monaghan entrance. We want the new grass at the other monument to match this one.

Item 18

Ongoing services:

- Weekly mowing and spraying of weeds.

Completed services:

- Tree installation and warranty replacements (we do have a couple outlier trees to address still with Bob).
- Native mow of the perimeter and the Country Club and Hilltop Park.
- Tree removal in the detention ponds, per the city inspectors requirements.
- Pruning of the property.

Upcoming services:

- 3rd weed and feed for your turf grass areas.



Gravel Path Repair

Date 6/13/2023
Customer Jordan Devine | Westwind Management | 27 Inverness Drive East | Englewood, CO 80112
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016
Billing Email curtis.bourgouin@claconnect.com

Path Repair

Landtech has provided a proposal to repair the gravel path located north of 7581 S Queensburg Way, Aurora, CO 80016 that leads to the northwest detention pond. This path has heavily eroded due to a sustained period of heavy rains. The scope of this work is to import and install 24 tons of grey crusher fines, remove the weeds from the path, and use a vibratory plate compactor to stabilize the area.

Path Repair

Items	Quantity	Unit
Grey Crusher Fines	24.00	Ton
Labor & Equipment	1.00	Flat

Path Repair : \$6,575.00

PROJECT TOTAL: \$6,575.00

Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By _____
Ben Zand
Date 6/13/2023

Landtech Contractors, LLC

By _____
Date _____

Blackstone Metro District

Jordan Devine

From: Ben Zand

Sent: Wednesday, July 26, 2023 11:41 AM

Subject: Landtech - Club Corp Beauty Band Scope of Work & Alder Streetscape Portion

The good news is that we do already mow it weekly, but I think the grass in this area should be replaced this year and it would do wonders for this area. We do have sod replacement included in the 12-month contract so we could get this entire stretch replaced for you soon if you like.



Tract Maintenance



Blackstone MD



BCC Golf Course



City of Aurora

Tract Ownership



Blackstone MD



BCC Golf Course



City of Aurora



Cherry Creek School District



Cou



City of Aurora

Note: All areas in map extent without maintenance d are assumed to be maintained by the tract ownership



Let me know your thoughts on all of this and if you would like for me to use the sod replacement portion from your maintenance contract to fix this area up.

Best regards,

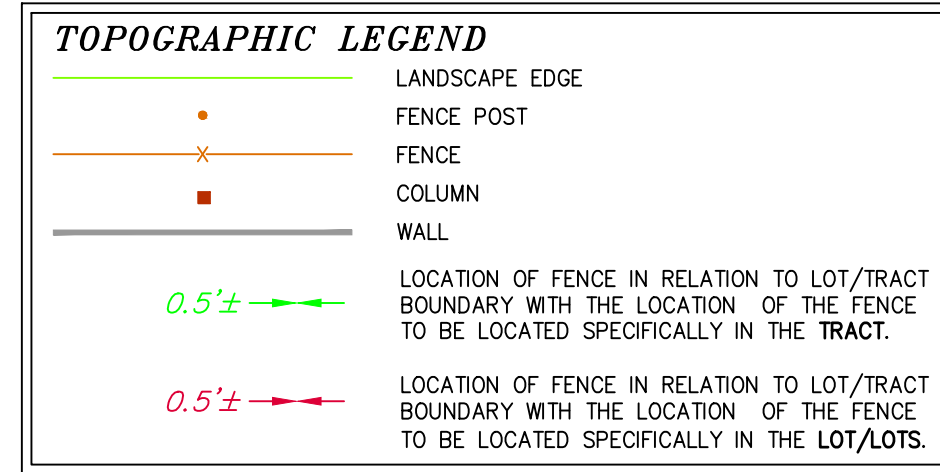
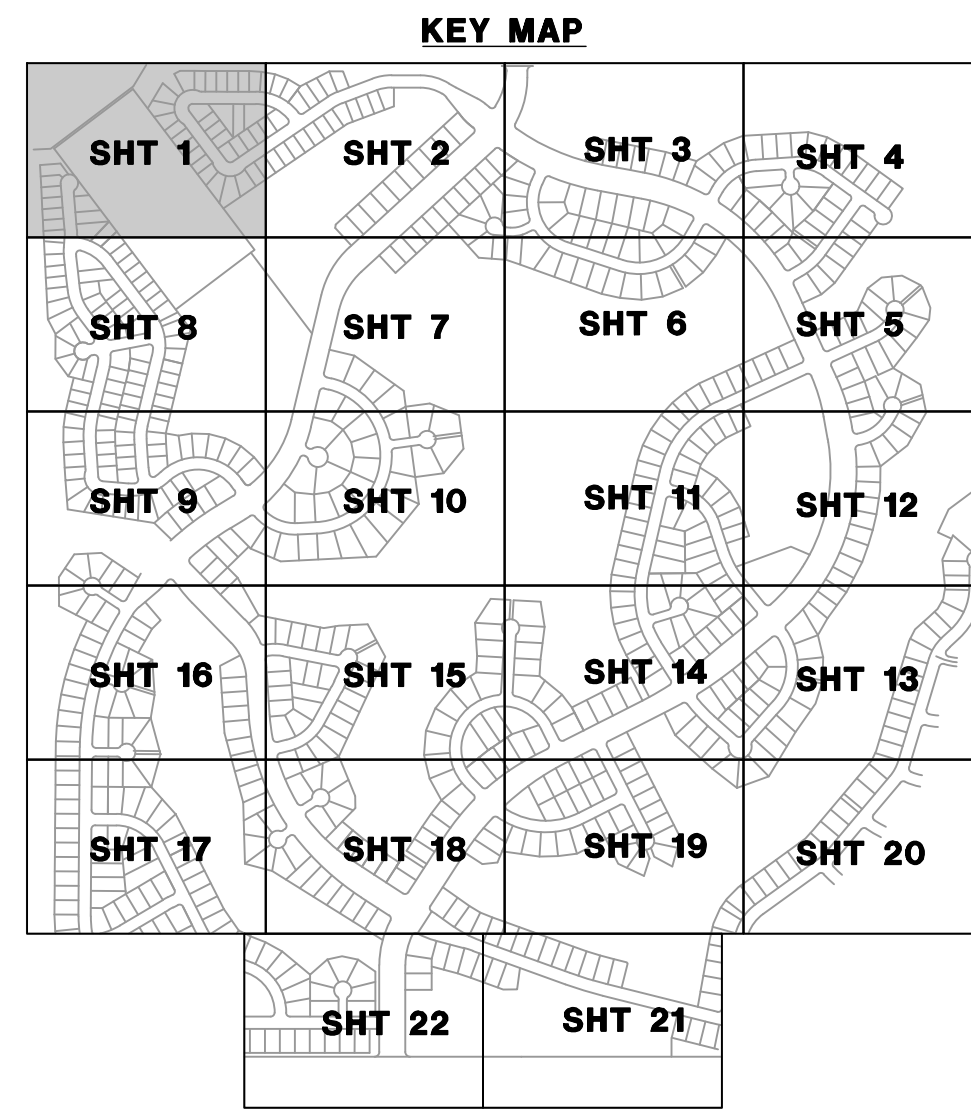
Ben Zand, SLM
Account Manager

Click below to leave us a review!





7777 S Country Club Pkwy



TRACT B
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

TRACT A
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

E. IRISH PL.

S. QUANTOCK CT.

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

E. IRISH AVE.

TRACT A
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

POWHATON RD.

S. QUEENSBURG WAY

TRACT D

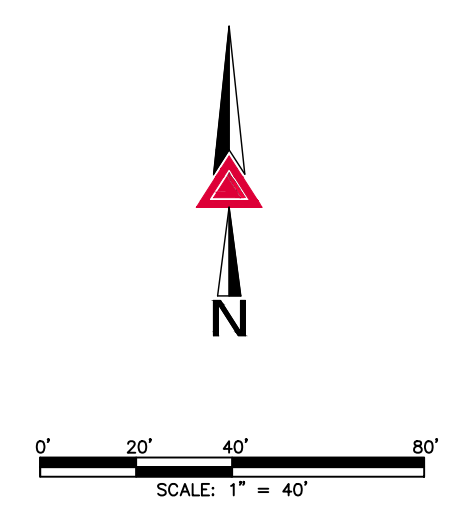
TRACT A
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 7
REC. NO. B6150962

31
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

SEE SHEET 2

SEE SHEET 8



GENERAL NOTES

- ALL LINEAL UNITS SHOWN ARE U.S. SURVEY FEET.
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DATE	2023-06-18
BY	
DATE	
REVISION DESCRIPTION	

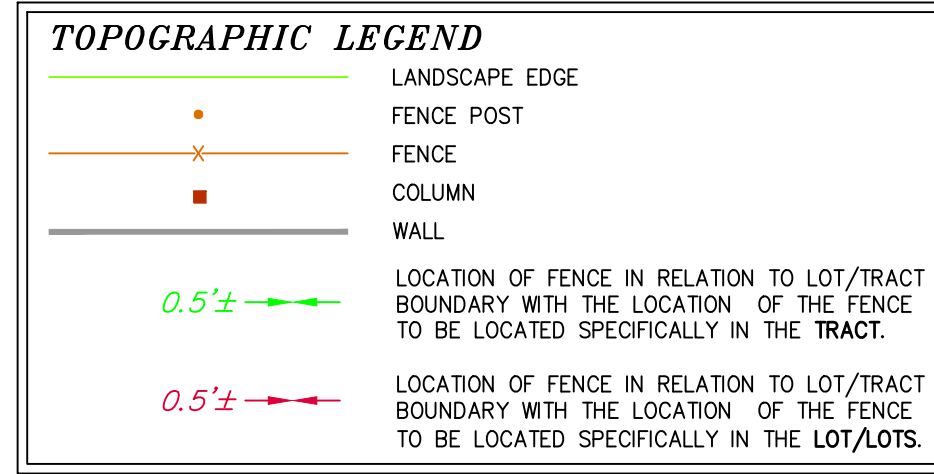
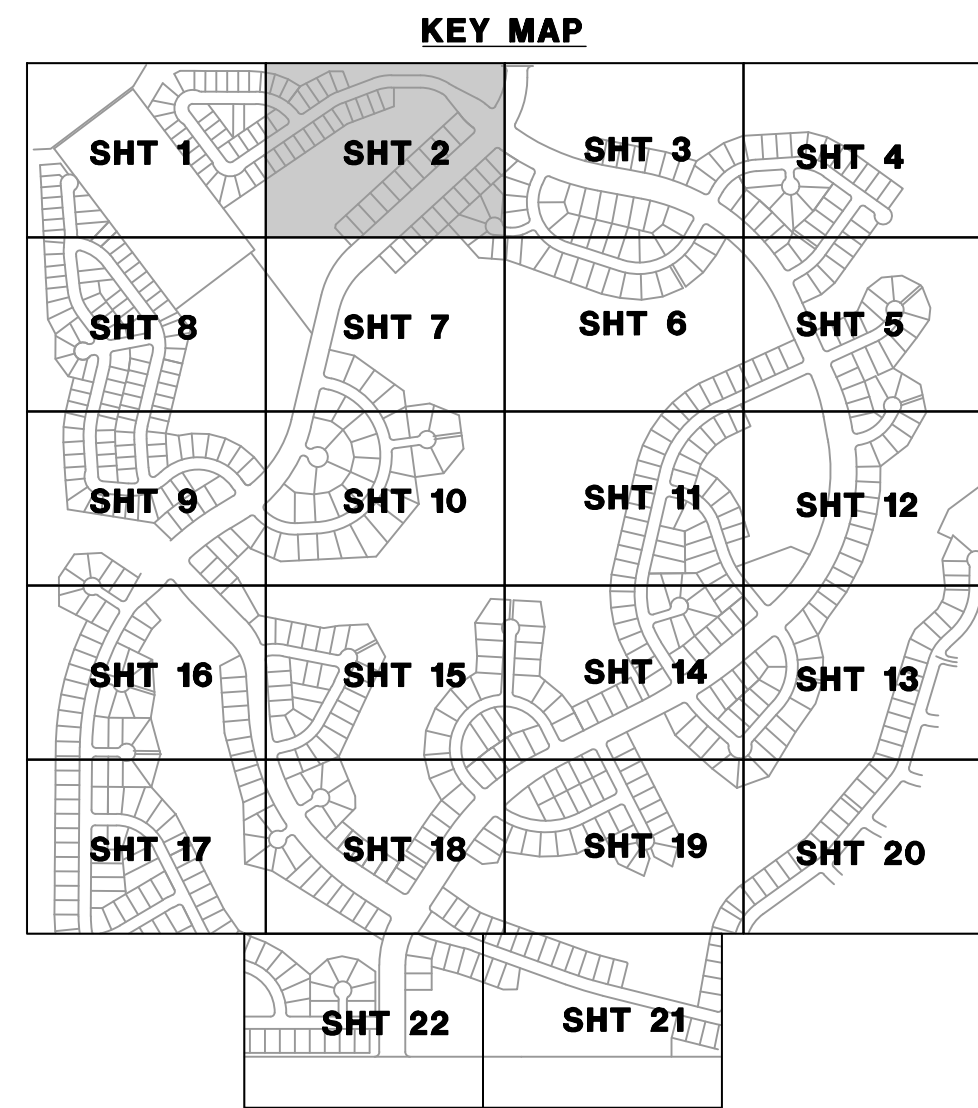
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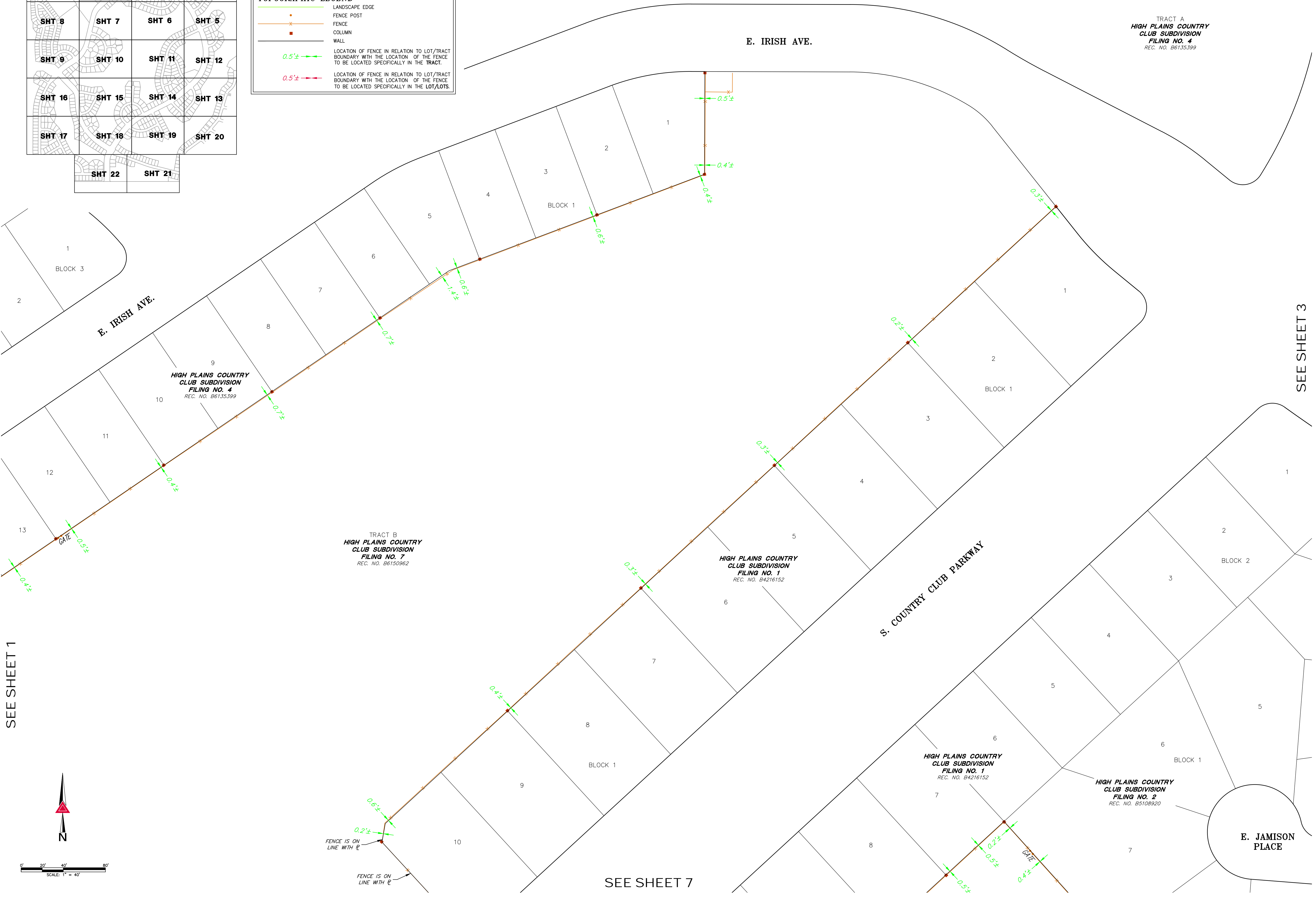
FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
PREPARED FOR
BLACKSTONE METROPOLITAN DISTRICT

SHEET
1
OF 22 SHEETS

188523-01
JOB NO.



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REC. NO. B6135399

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CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

TRACT B
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CLUB SUBDIVISION
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REC. NO. B6150962

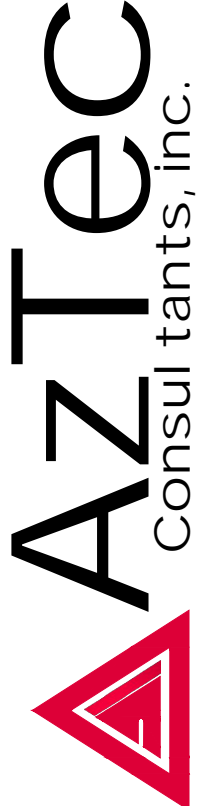
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CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2
REC. NO. B5108920

SCALE	1"=40'
DATE	2023-06-18
BY	
DATE	
REVISION DESCRIPTION	

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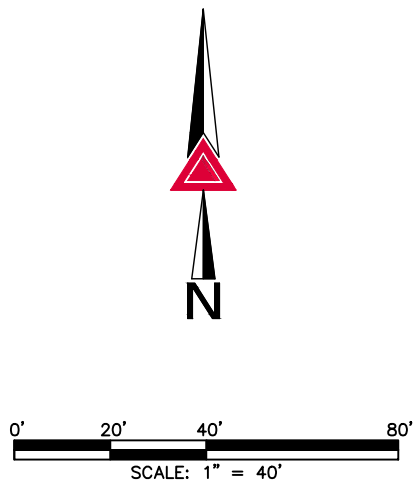


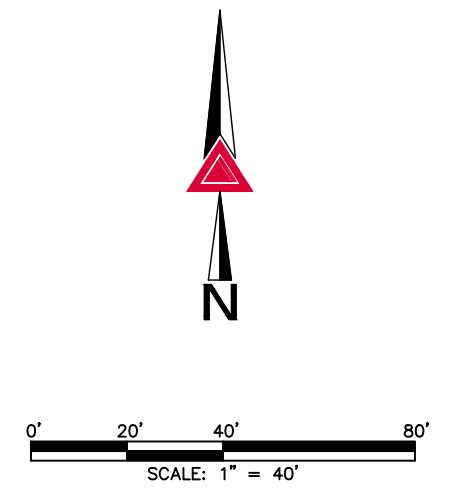
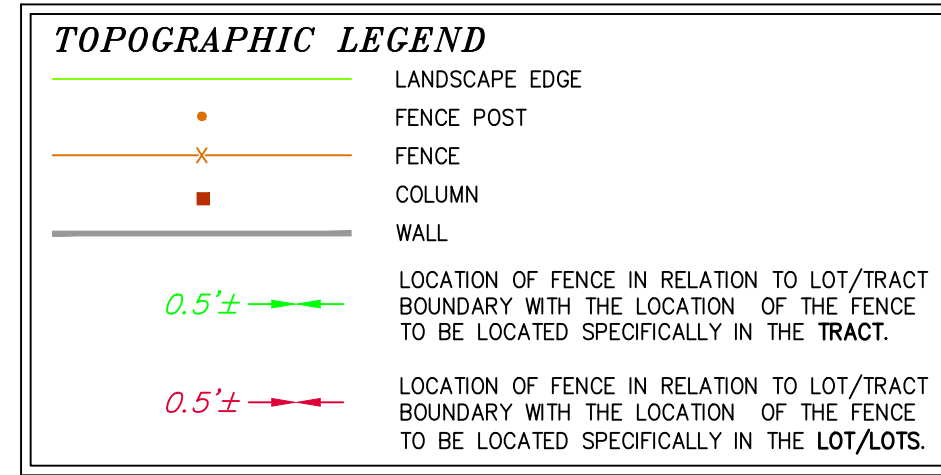
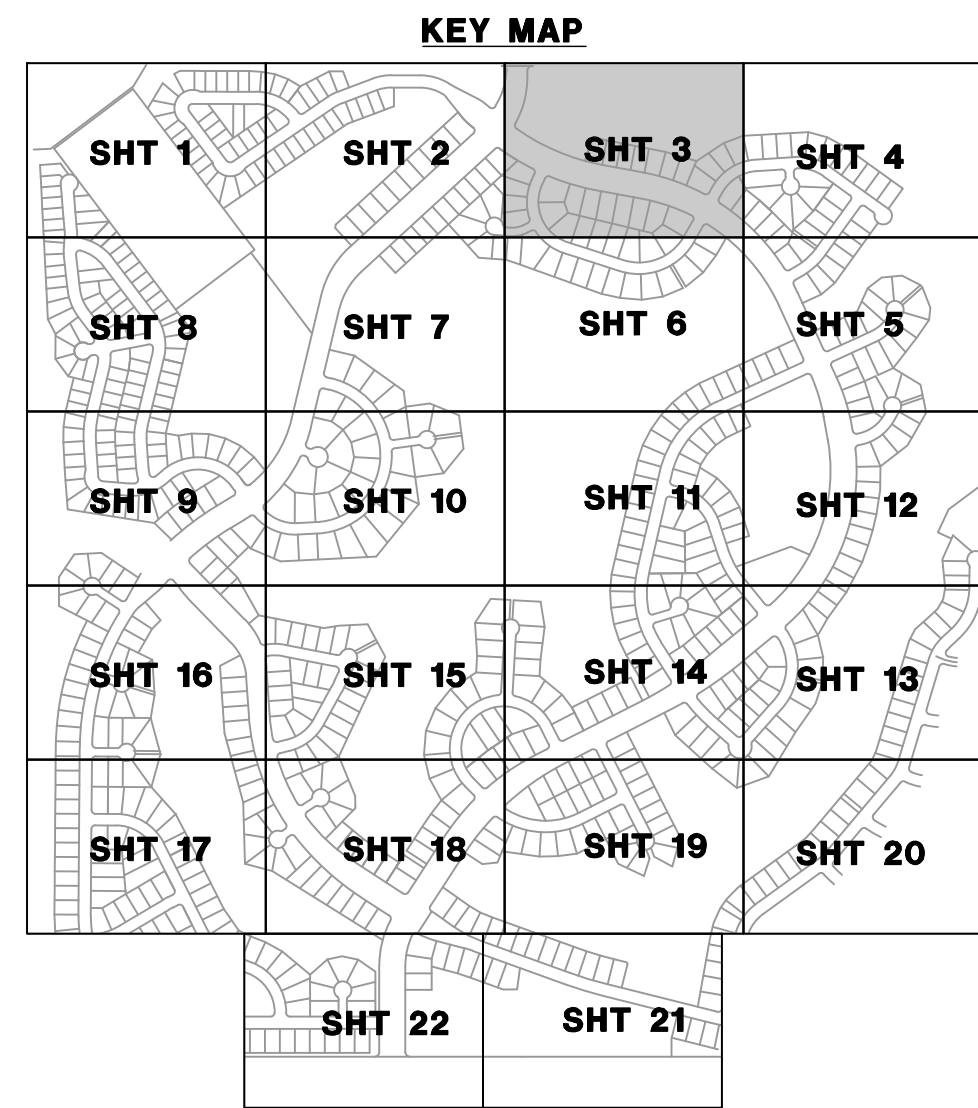
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BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 3

SEE SHEET 1

SEE SHEET 7



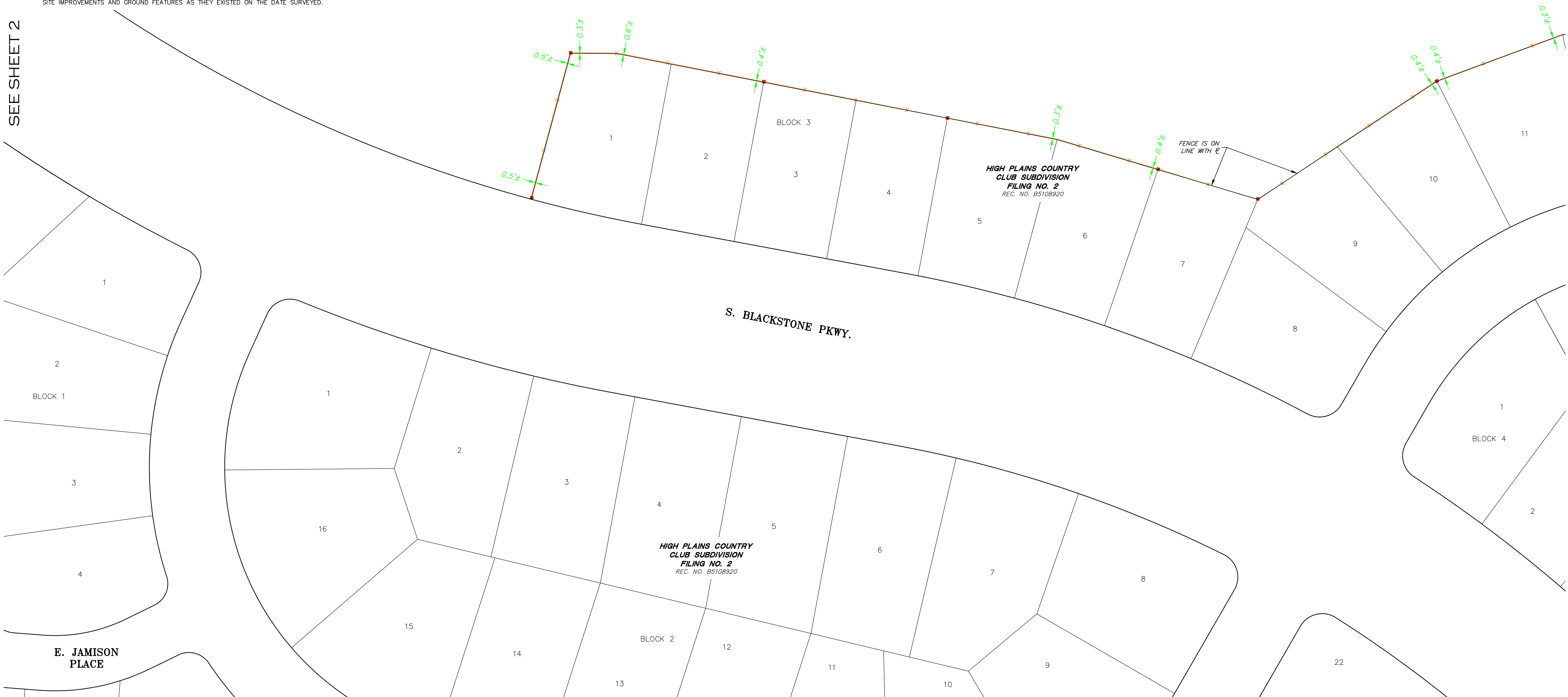


LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 8
 REC. NO. B7157606

GENERAL NOTES

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SEE SHEET 2



SEE SHEET 6

SEE SHEET 4

SCALE	1"=40'
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BY	
DATE	
REVISION DESCRIPTION	

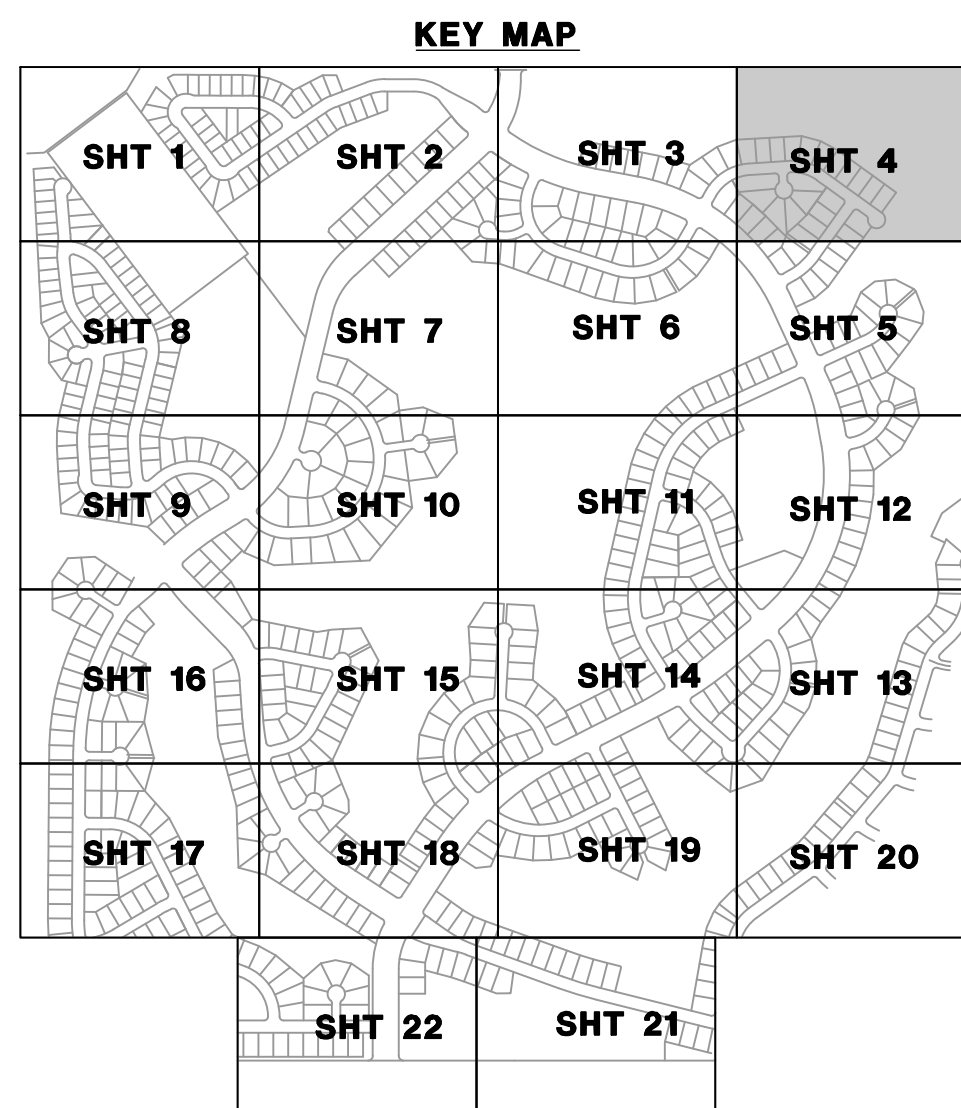
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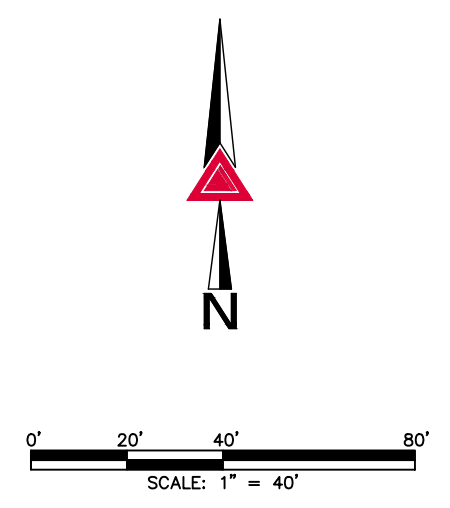
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BLACKSTONE COUNTY CLUB
 City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

SHEET	3
OF	22 SHEETS
JOB NO.	188523-01

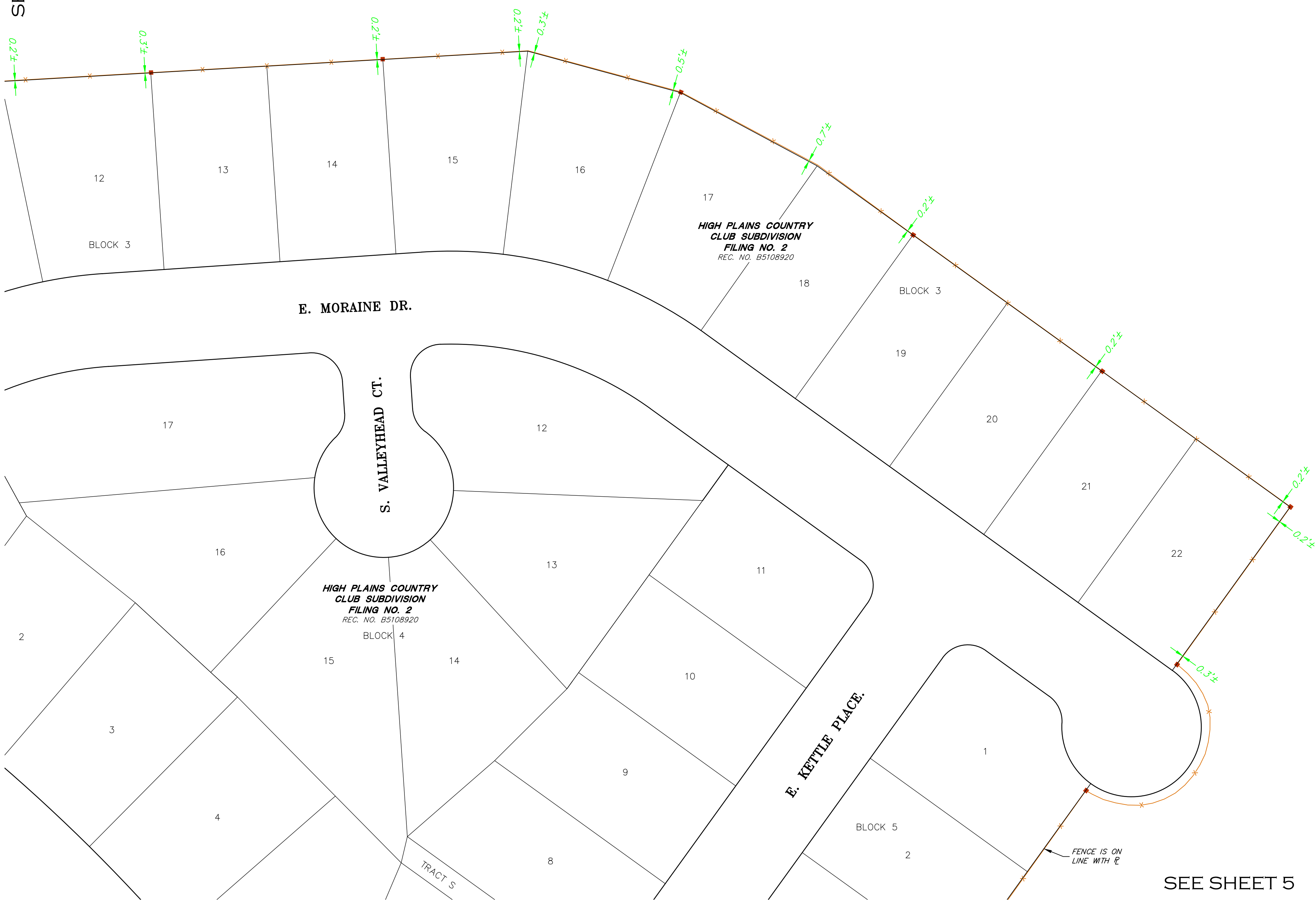
TOPOGRAPHIC LEGEND	
	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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SEE SHEET 3



LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
CLUB SUBDIVISION
FILING NO. 8
 REC. NO. B7157606

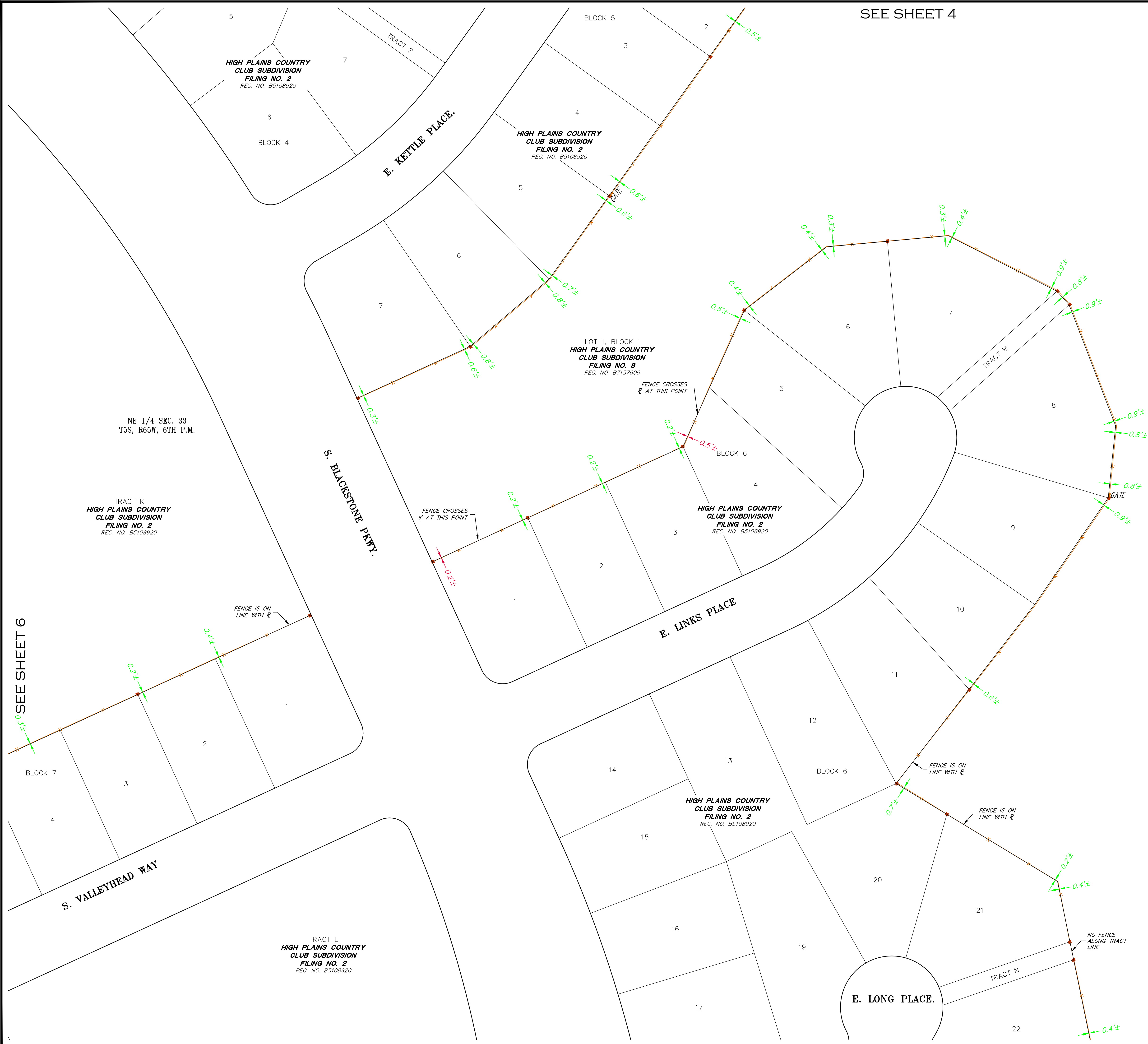
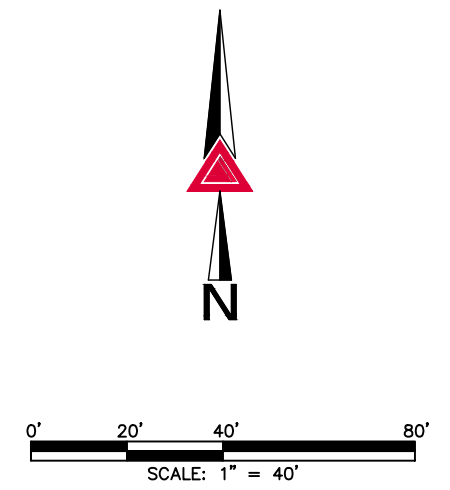
SEE SHEET 5

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SEE SHEET 4



LOT 1, BLOCK 1
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 8
REC. NO. B7157606

KEY MAP

SHT 1	SHT 2	SHT 3	SHT 4
SHT 8	SHT 7	SHT 6	SHT 5
SHT 9	SHT 10	SHT 11	SHT 12
SHT 16	SHT 15	SHT 14	SHT 13
SHT 17	SHT 18	SHT 19	SHT 20
SHT 22	SHT 21		

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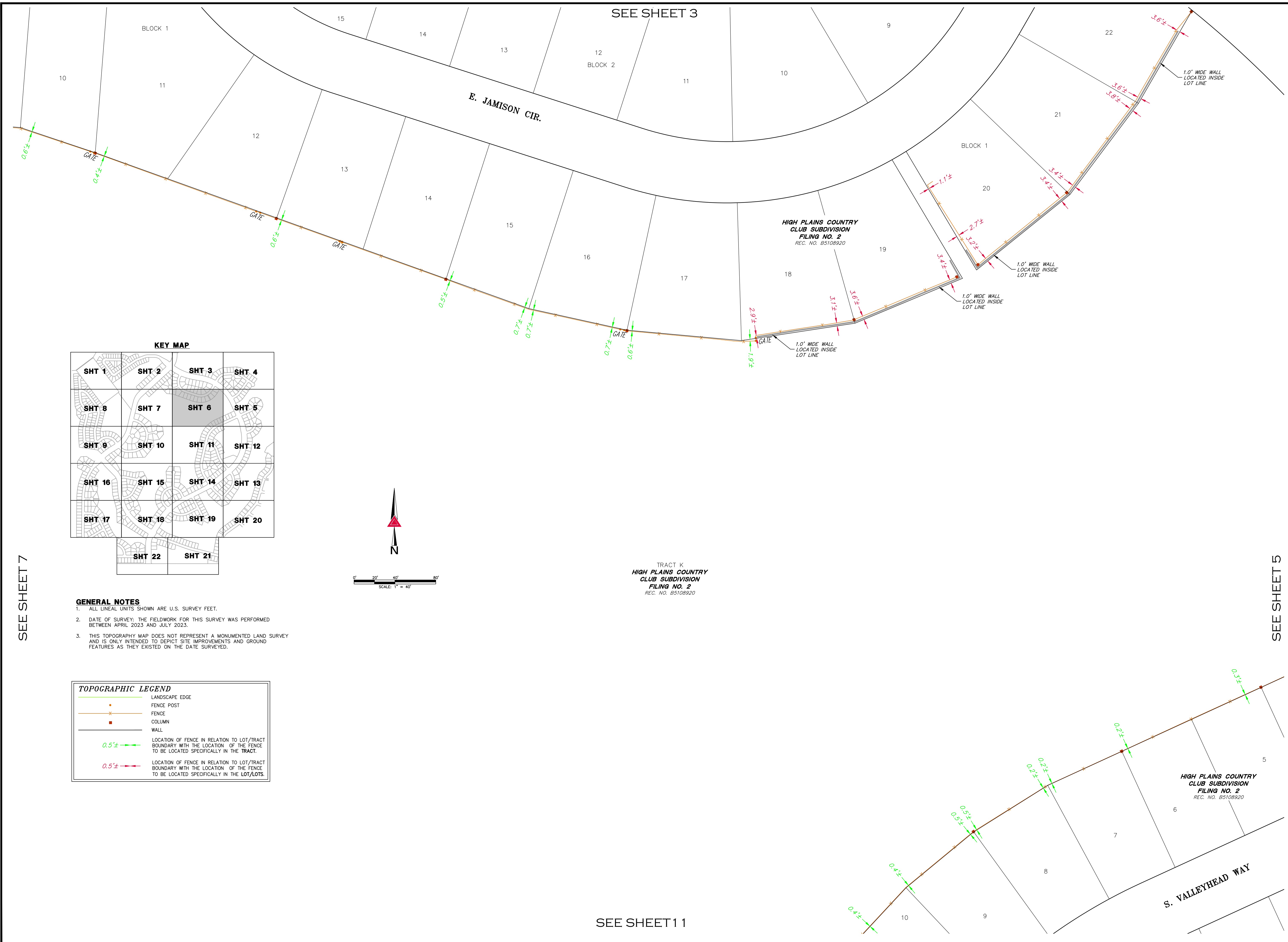
TOPOGRAPHIC LEGEND	
	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
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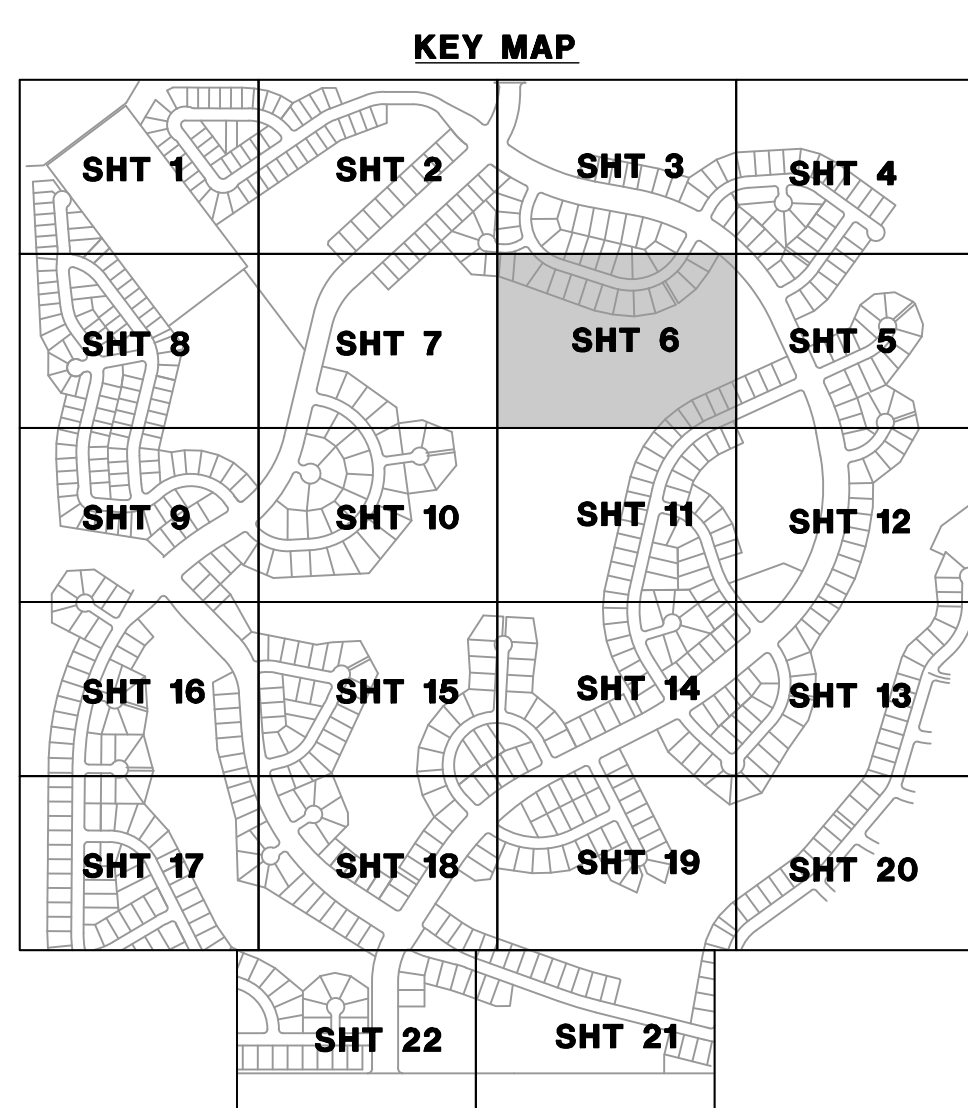
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SEE SHEET 3



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TOPOGRAPHIC LEGEND	
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SEE SHEET 11

SCALE	1"=40'
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TRACT K
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 2
 REC. NO. B5108920

FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 7

SEE SHEET 5

TRACT B
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 7
 REC. NO. B6150962

NW 1/4 SEC. 33
 T5S, R65W, 6TH P.M.

LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 7,
 AMENDMENT NO. 1
 REC. NO. E2000797

SEE SHEET 2

BLOCK 2

TRACT K
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

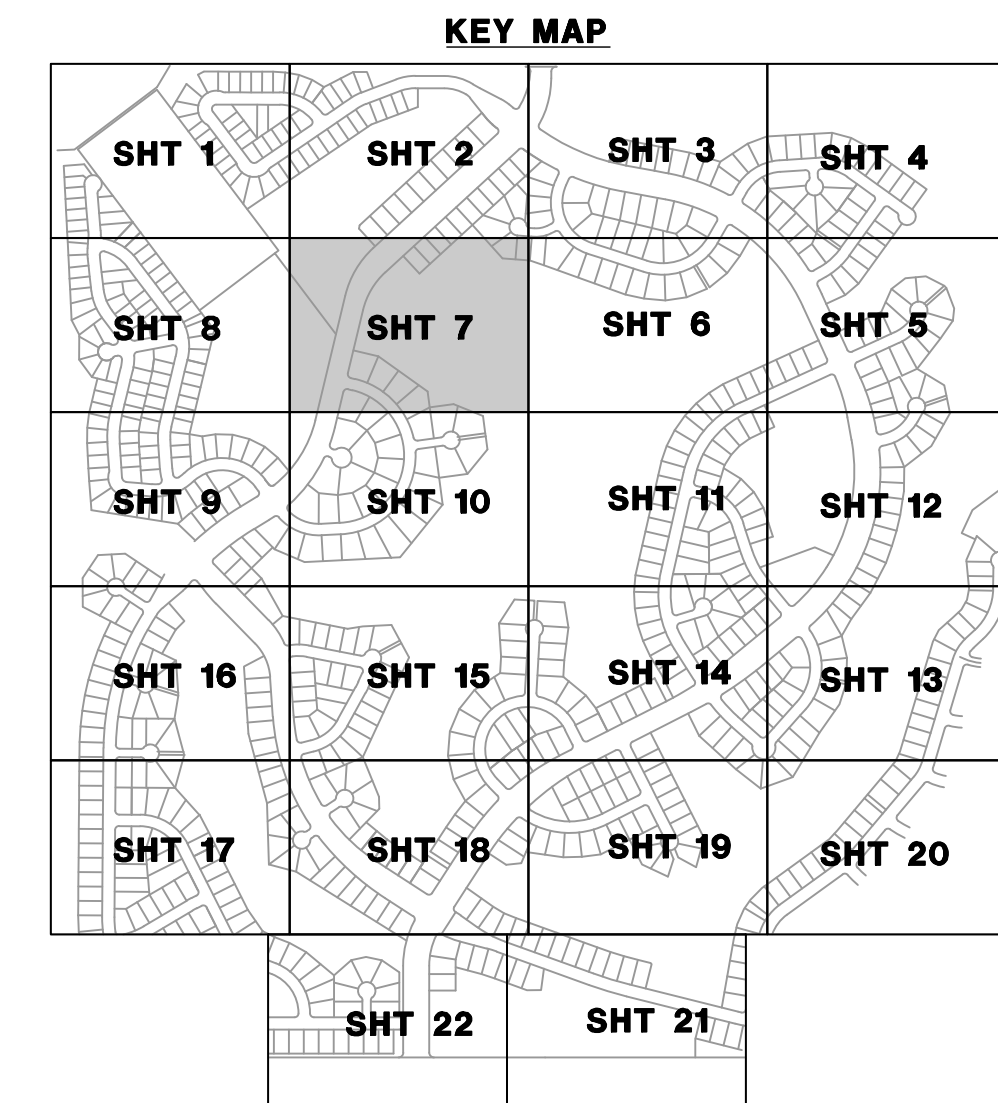
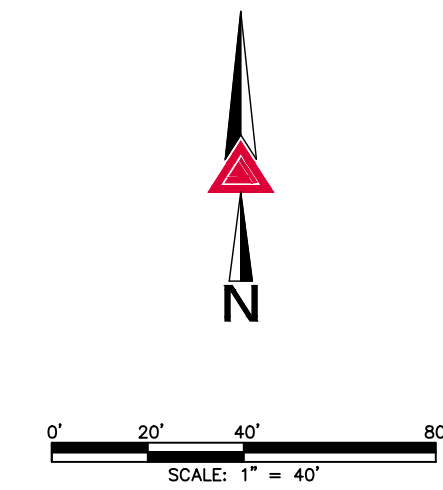
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SEE SHEET 10

S. COUNTRY CLUB PARKWAY

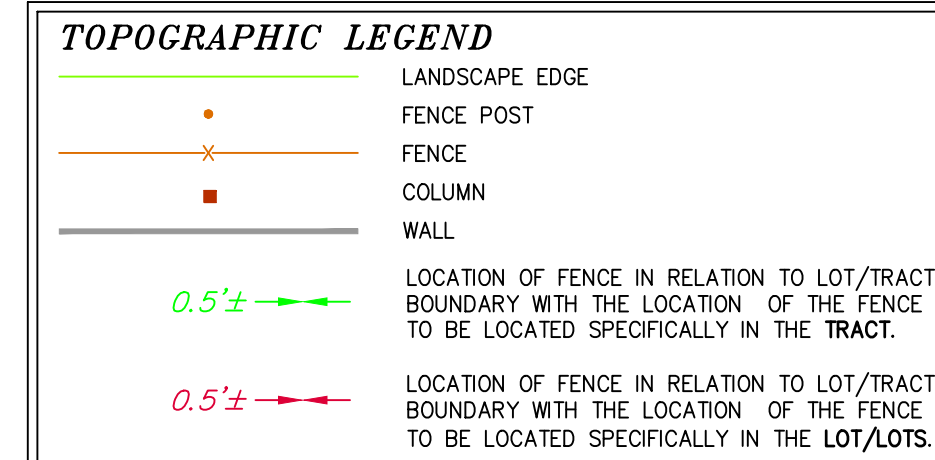
E. LONG CIR.

BLOCK 3



GENERAL NOTES

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SHEET
7
 OF 22 SHEETS
 188523-01
 JOB NO.

SEE SHEET 8

SEE SHEET 5

SEE SHEET 1

POWHATON RD.

S. QUEENSBURG WAY

S. QUANTOCK WAY

E. LINKS PL.

S. QUEENSBURG WAY

S. QUANTOCK WAY

TRACT A
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 4
REC. NO. B6135399

HIGH PLAINS COUNTRY
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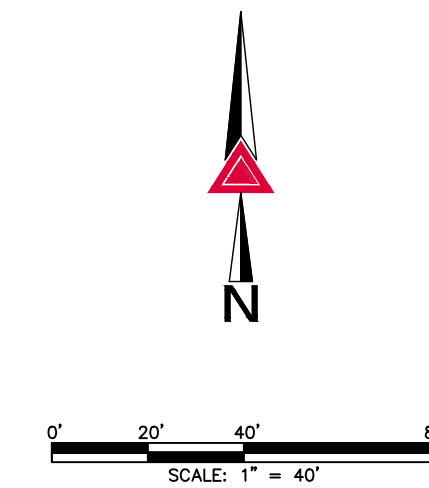
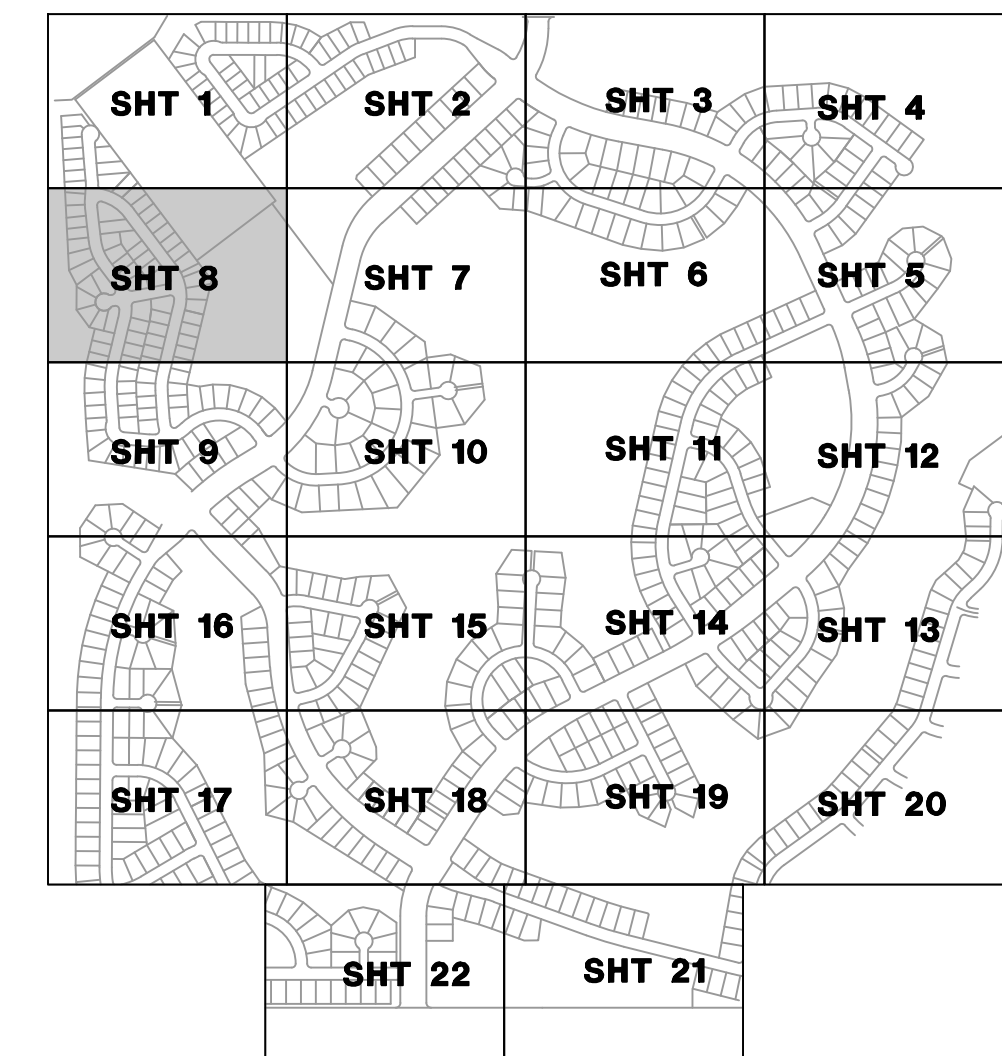
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
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LOT 1, BLOCK 1
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 7
AMENDMENT NO. 1
REC. NO. E2000797

TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
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KEY MAP



SEE SHEET 9

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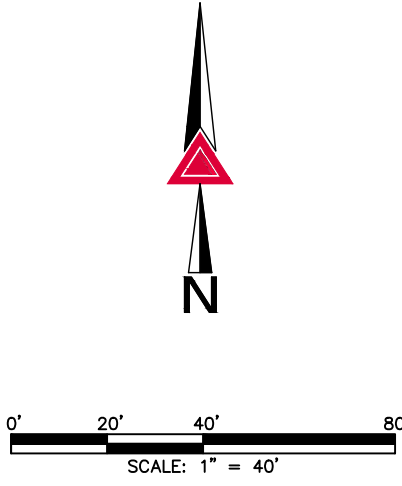
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SEE SHEET 7

FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
BLACKSTONE METROPOLITAN DISTRICT

SHEET	8
OF	22 SHEETS
JOB NO.	188523-01



TOPOGRAPHIC LEGEND

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KEY MAP

SHT 1	SHT 2	SHT 3	SHT 4
SHT 8	SHT 7	SHT 6	SHT 5
SHT 9	SHT 10	SHT 11	SHT 12
SHT 16	SHT 15	SHT 14	SHT 13
SHT 17	SHT 18	SHT 19	SHT 20
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BY	
DATE	
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NO.	
DATE	
BY	
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BLACKSTONE COUNTY CLUB
 City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

SHEET
9
 OF 22 SHEETS

188523-01
 JOB NO.

LOT 1, BLOCK 1
 HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 7,
 AMENDMENT NO. 1
 REC. NO. E2000797

HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 1
 REC. NO. B4216152

HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 1
 REC. NO. B4216152

TRACT K
 HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

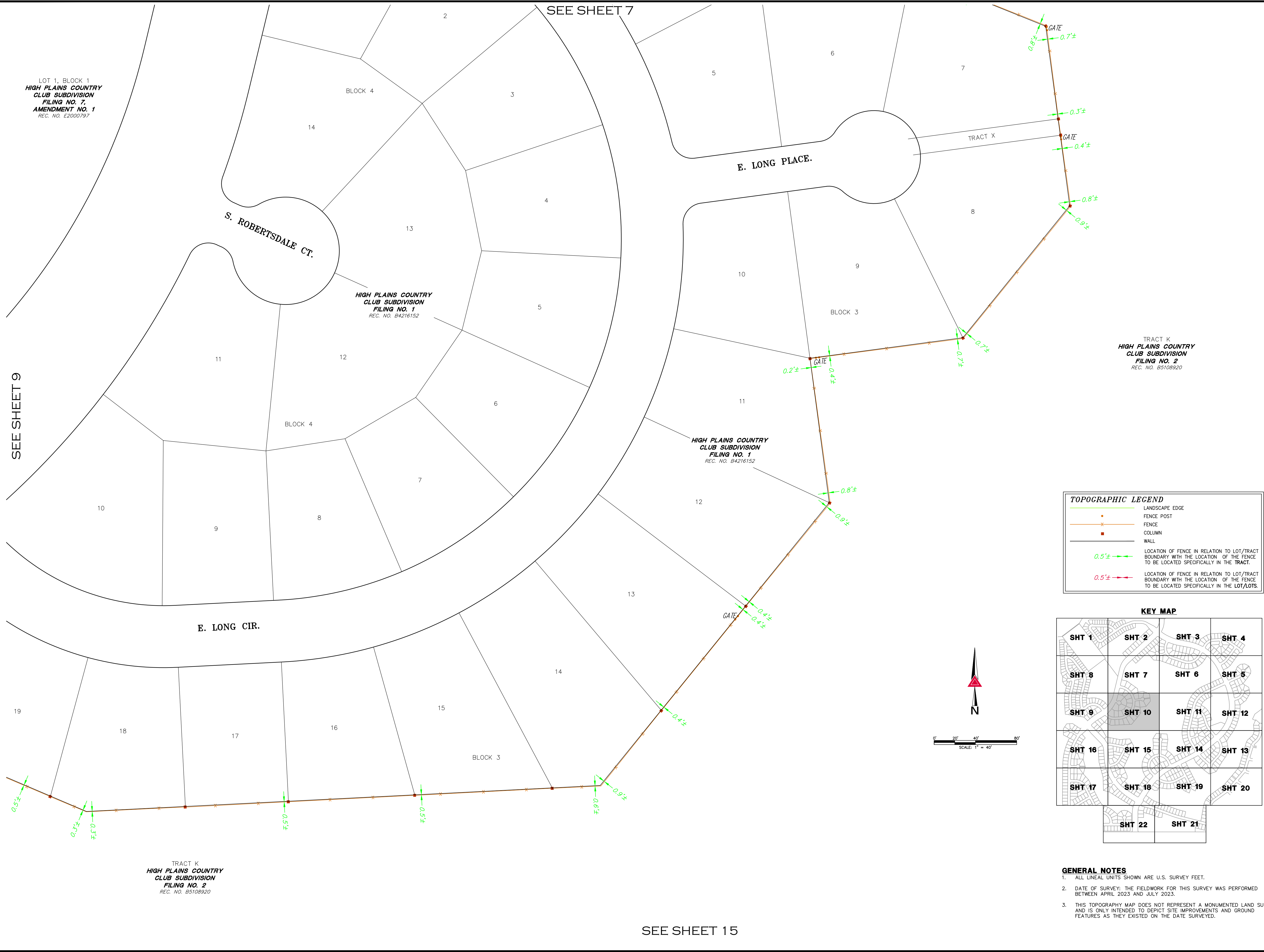
TRACT K
 HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

SEE SHEET 7

SEE SHEET 9

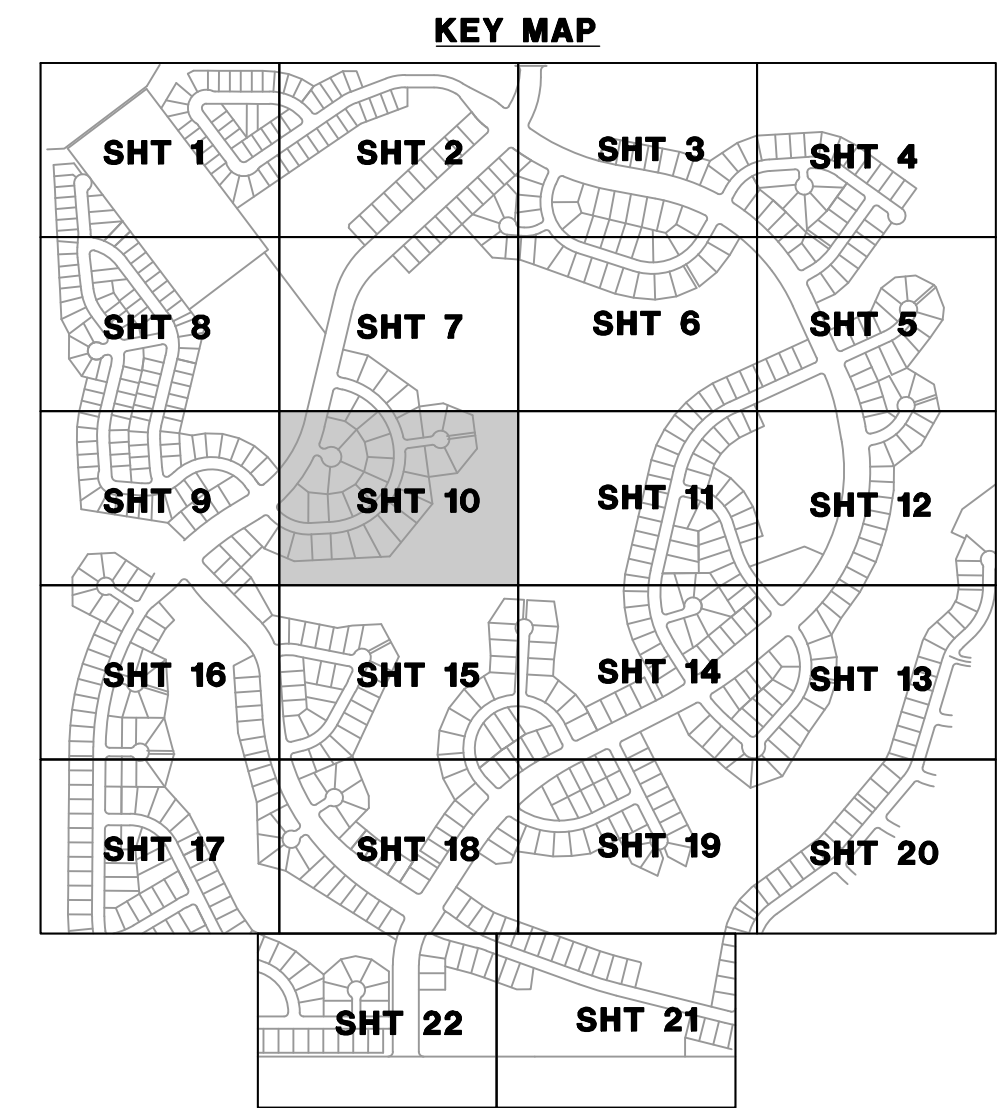
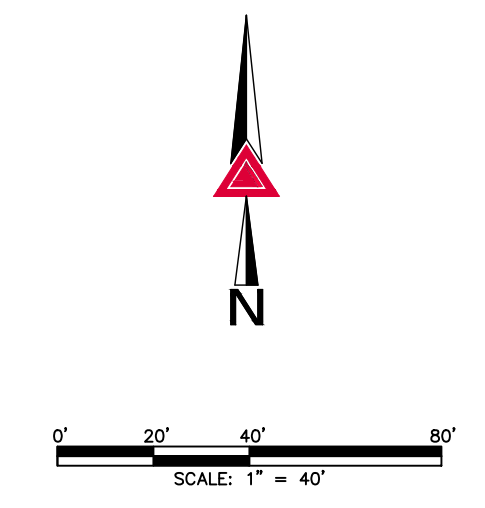
SEE SHEET 11

SEE SHEET 15



TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE LOT/LOTS.



- GENERAL NOTES**
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SCALE	1"=40'
DATE	2023-06-18
BY	
DATE	
REVISION DESCRIPTION	

AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
 City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 6

SEE SHEET 10

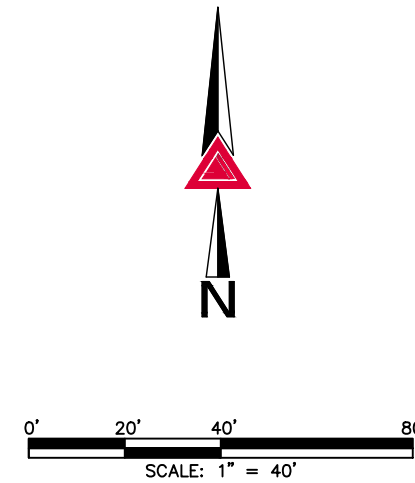
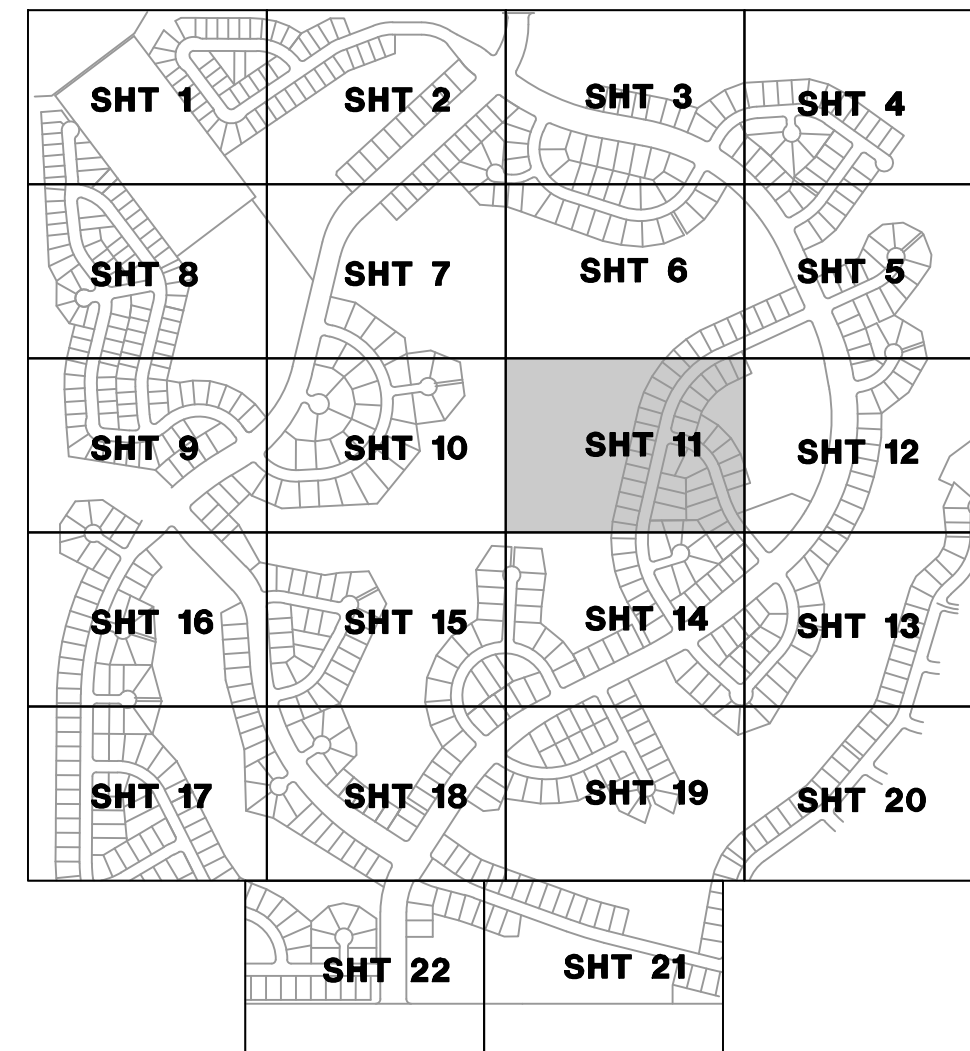
SEE SHEET 12

TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE LOT/LOTS.

TRACT K
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 2
 REC. NO. B5108920

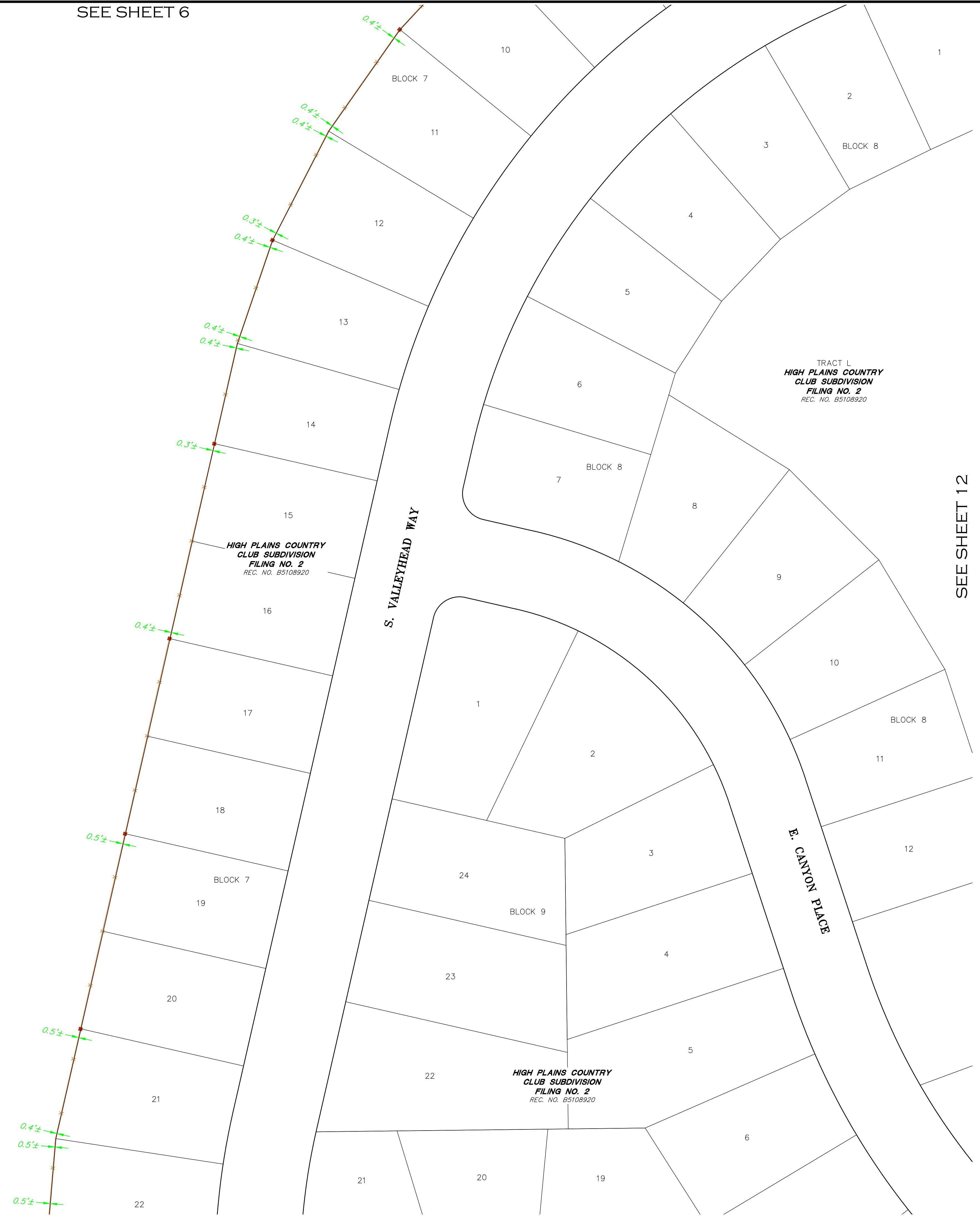
KEY MAP



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SEE SHEET 14



SCALE	1"=40'
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BY	
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SHEET
11
 OF 22 SHEETS
 188523-01
 JOB NO.

SEE SHEET 5

TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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KEY MAP

SHT 1	SHT 2	SHT 3	SHT 4
SHT 8	SHT 7	SHT 6	SHT 5
SHT 9	SHT 10	SHT 11	SHT 12
SHT 16	SHT 15	SHT 14	SHT 13
SHT 17	SHT 18	SHT 19	SHT 20
SHT 22	SHT 21		

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TRACT L
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

TRACT R
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

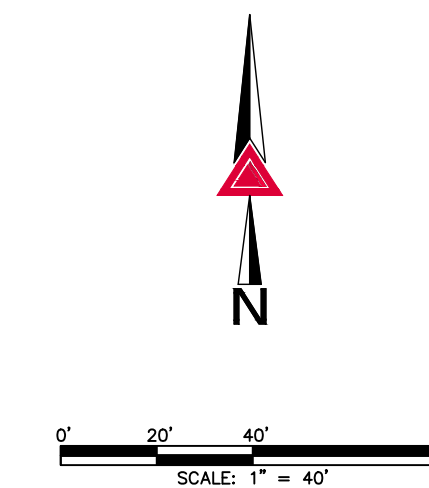
S. BLACKSTONE PKWY.

E. LONG PLACE.

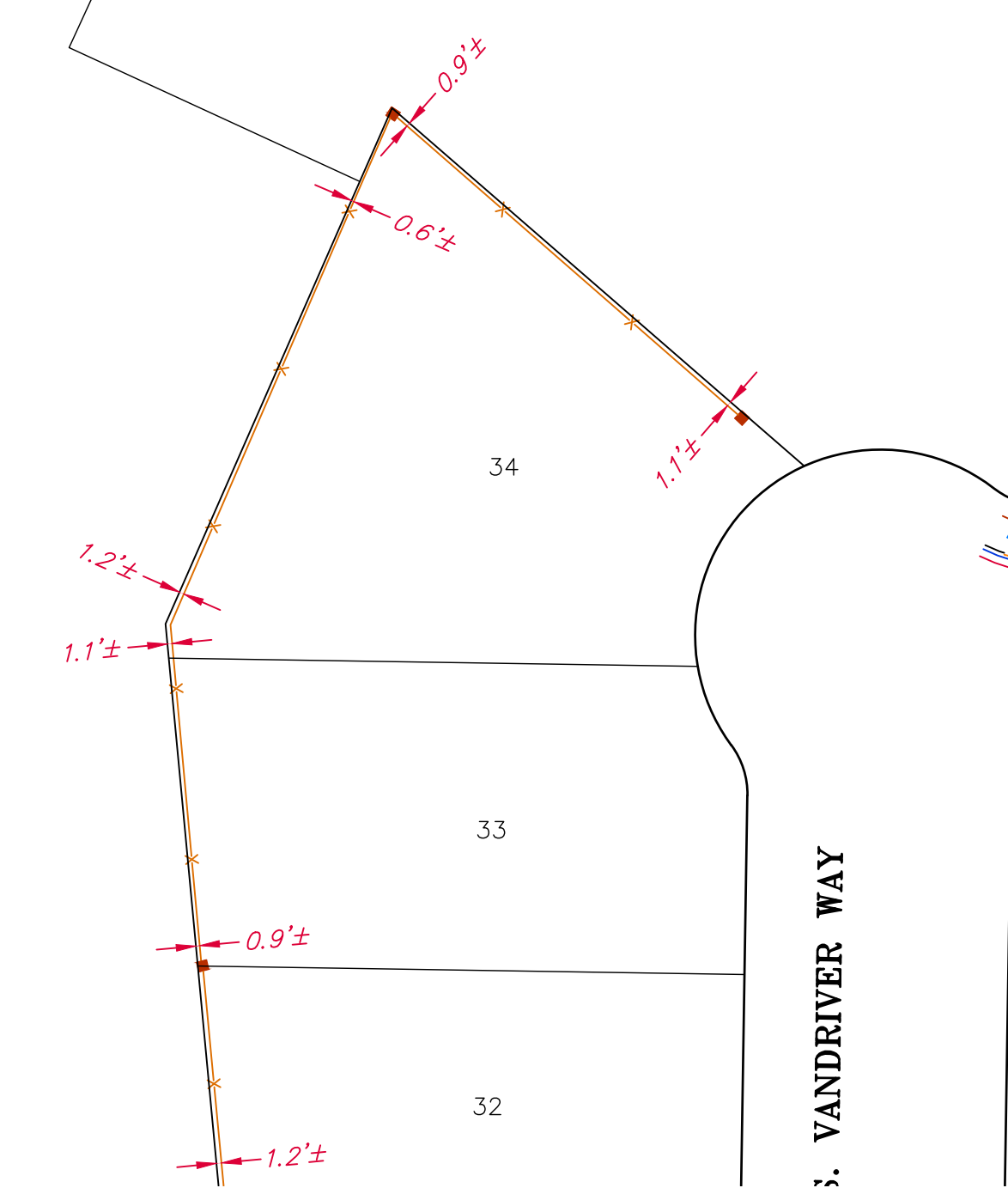
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 2
 REC. NO. B5108920

LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 8
 REC. NO. B7157606

LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 6
 REC. NO. B8015636



SEE SHEET 13



SCALE	1"=40'
DATE	2023-06-18
BY	
DATE	
REVISION DESCRIPTION	

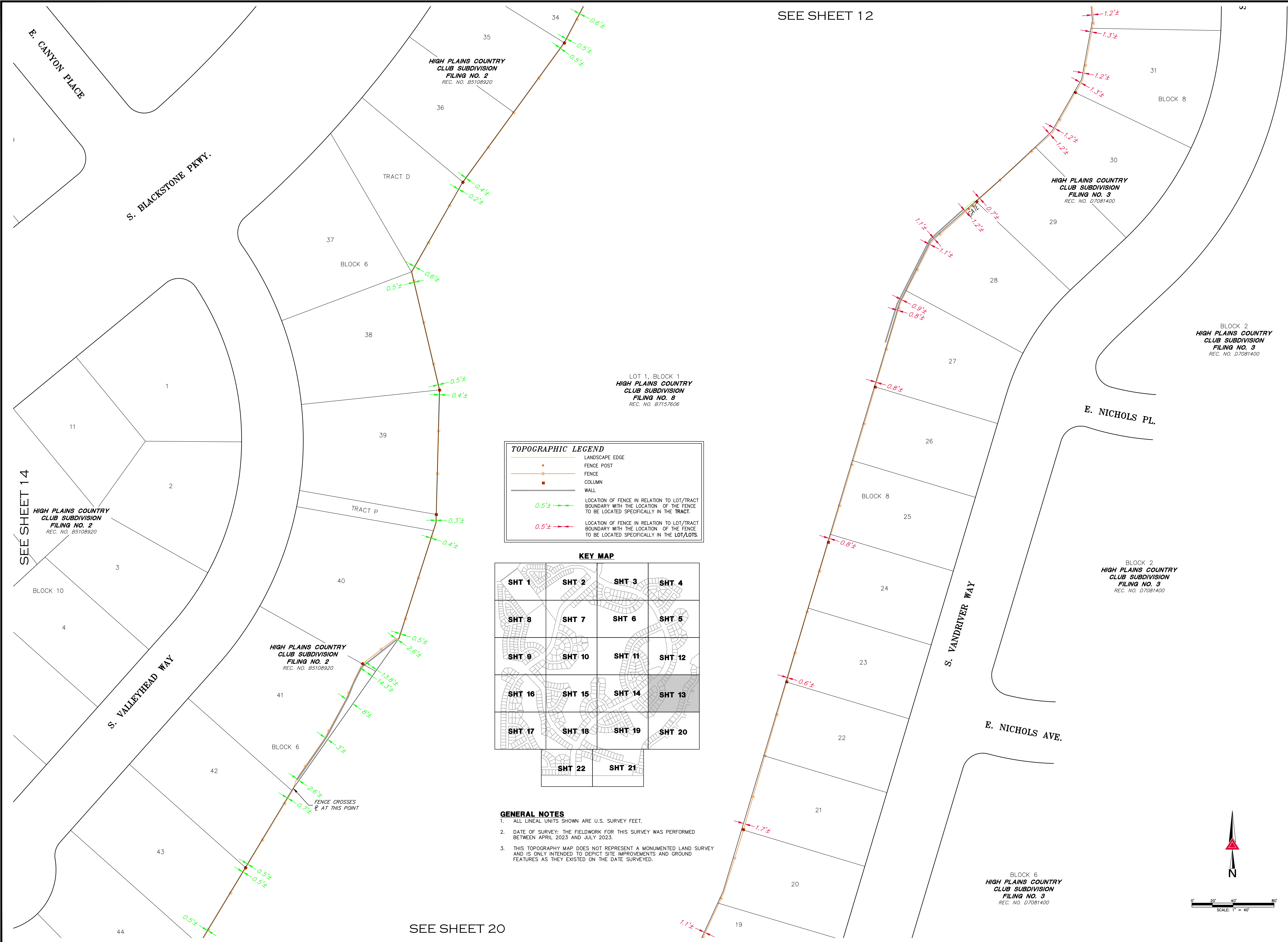
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FENCE EXHIBIT
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SHEET
12
 OF 22 SHEETS
 188523-01
 JOB NO.

SEE SHEET 11

SEE SHEET 12



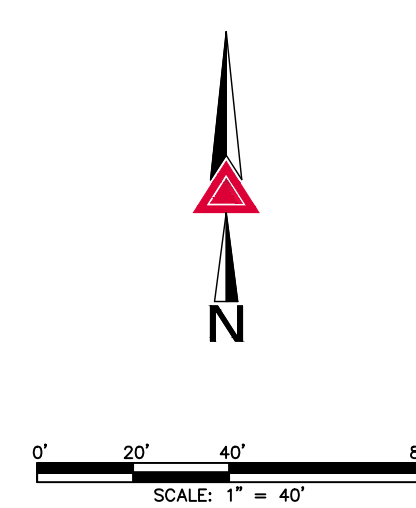
TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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KEY MAP

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SHT 8	SHT 7	SHT 6	SHT 5
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SHT 16	SHT 15	SHT 14	SHT 13
SHT 17	SHT 18	SHT 19	SHT 20
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City of Aurora, Arapahoe County
BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 14

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 REC. NO. B5108920

SEE SHEET 20

BLOCK 6 HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 3 REC. NO. D7081400

BLOCK 2 HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 3 REC. NO. D7081400

BLOCK 2 HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 3 REC. NO. D7081400

LOT 1, BLOCK 1 HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 8 REC. NO. B7157606

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 REC. NO. B5108920

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 3 REC. NO. D7081400

HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 2 REC. NO. B5108920

S. BLACKSTONE PKWY.

S. VALLEYHEAD WAY

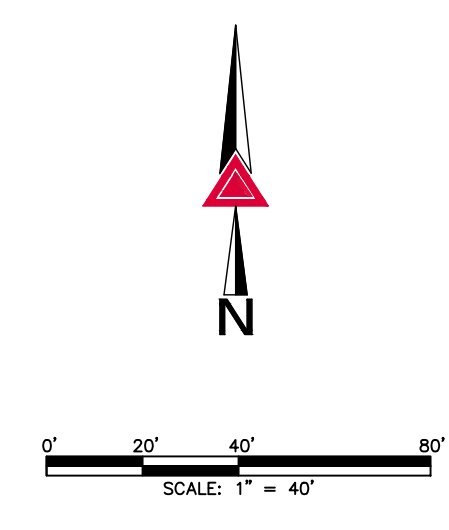
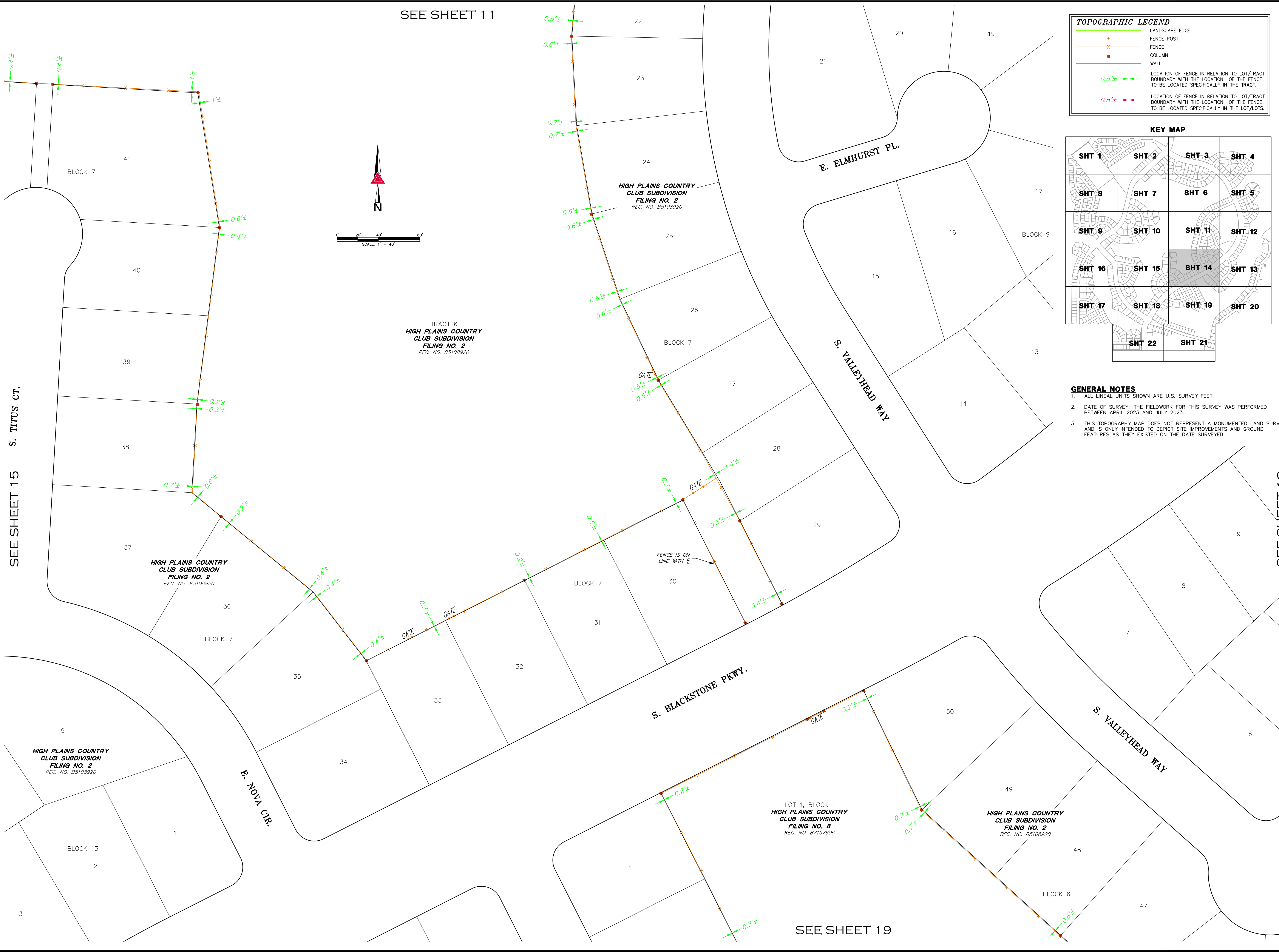
E. NICHOLS PL.

E. NICHOLS AVE.

S. VANDRIVER WAY

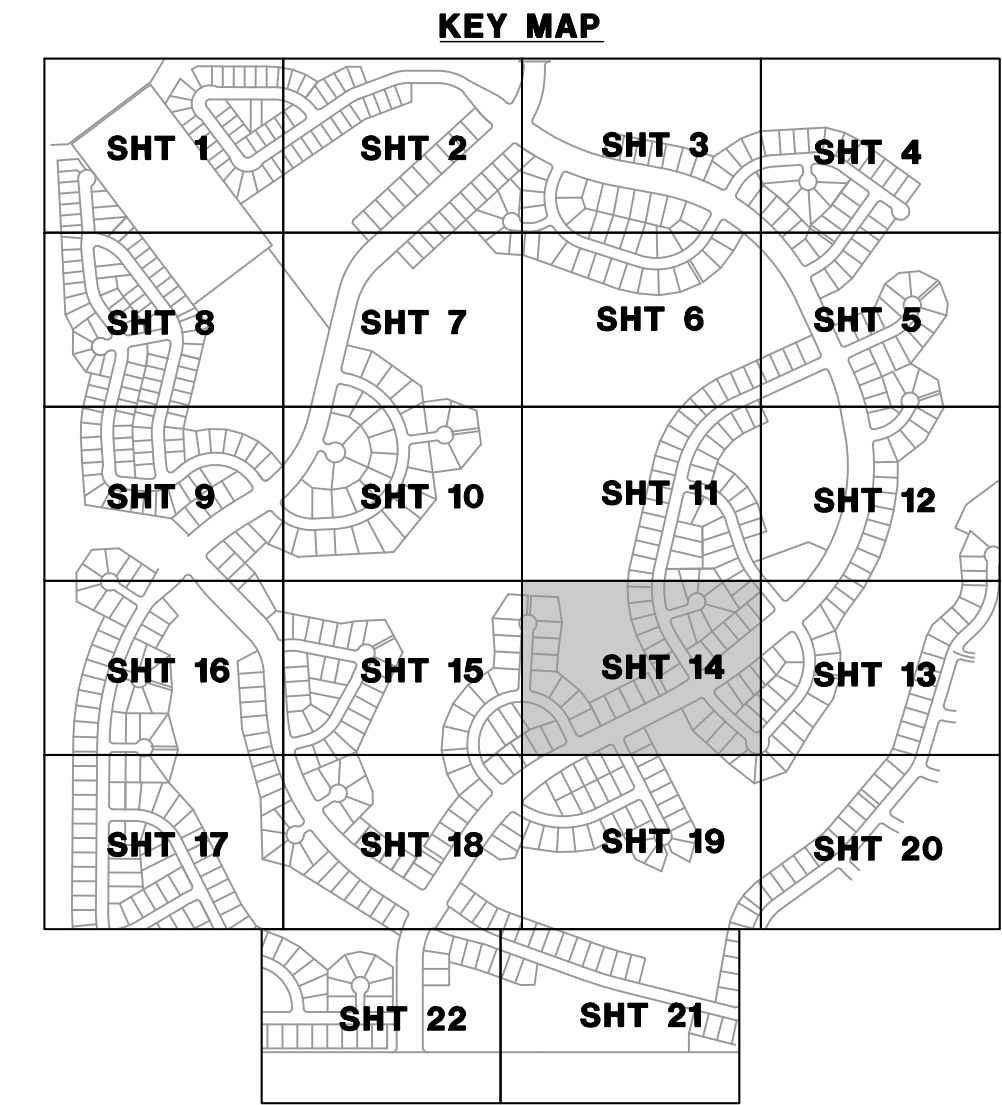
E. CANYON PLACE

SEE SHEET 11



TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
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SHEET
14
 OF 22 SHEETS

188523-01
 JOB NO.

SEE SHEET 15 S. TITUS CT.

SEE SHEET 13

SEE SHEET 19

SEE SHEET 10

TRACT K
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2
REC. NO. B5108920

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

TRACT K
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2
REC. NO. B5108920

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2
REC. NO. B5108920

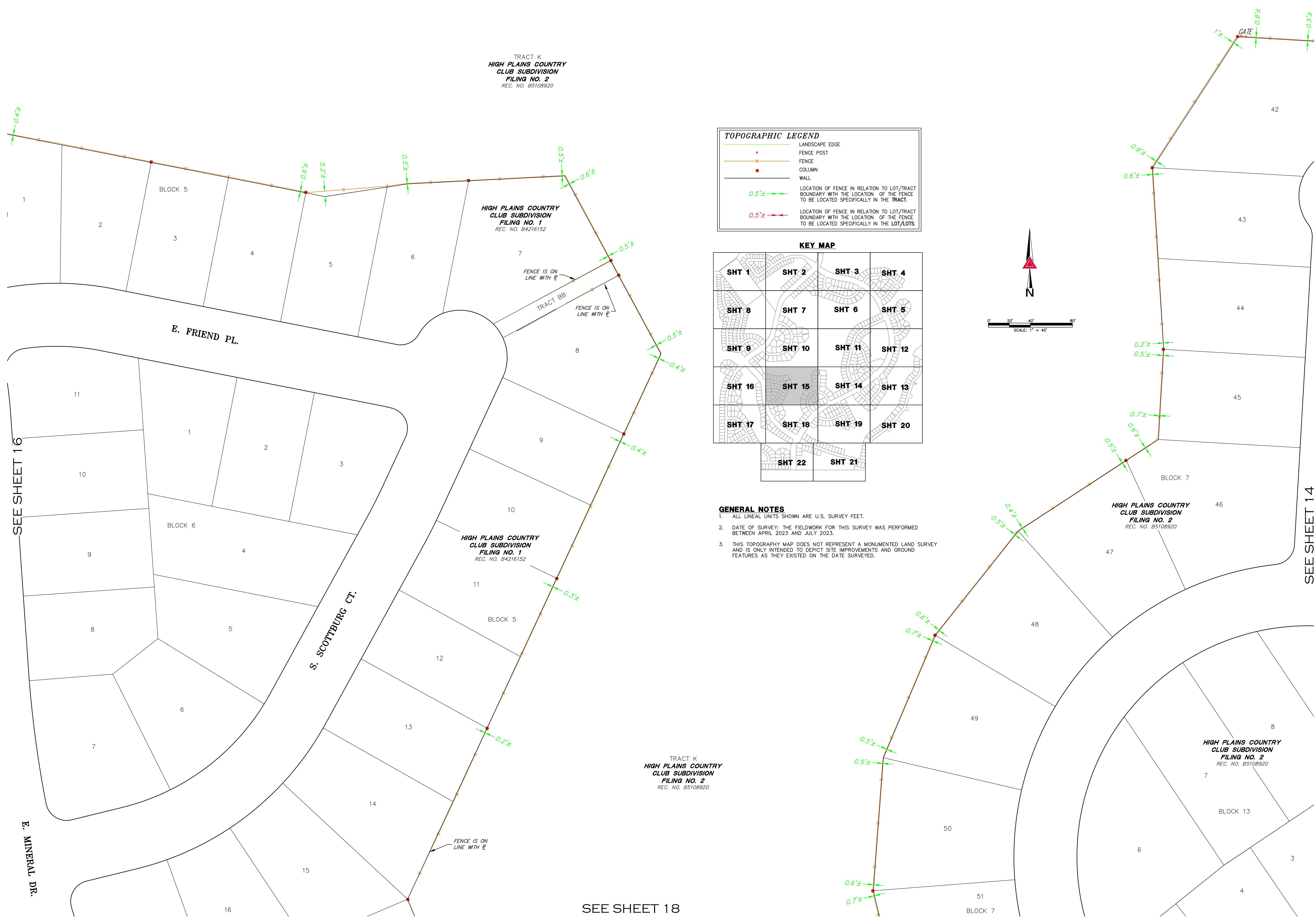
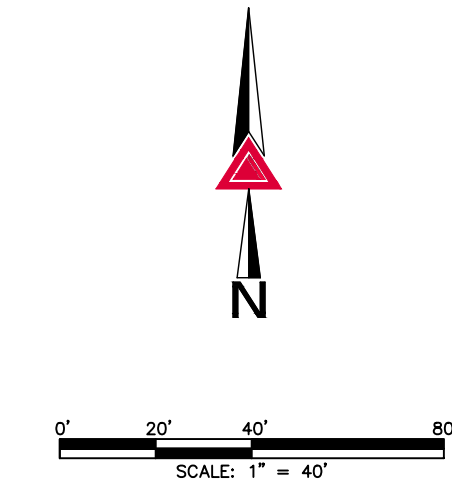
TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
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	COLUMN
	WALL
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KEY MAP

SHT 1	SHT 2	SHT 3	SHT 4
SHT 8	SHT 7	SHT 6	SHT 5
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SEE SHEET 16

SEE SHEET 14

SEE SHEET 18

SCALE	1"=40'
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BY	
DATE	
REVISION DESCRIPTION	

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FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
PREPARED FOR
BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 9

FENCE IS ON LINE WITH E

TRACT L
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

E. MINERAL DR.

BLOCK 5

POWHATON RD.

TRACT J
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

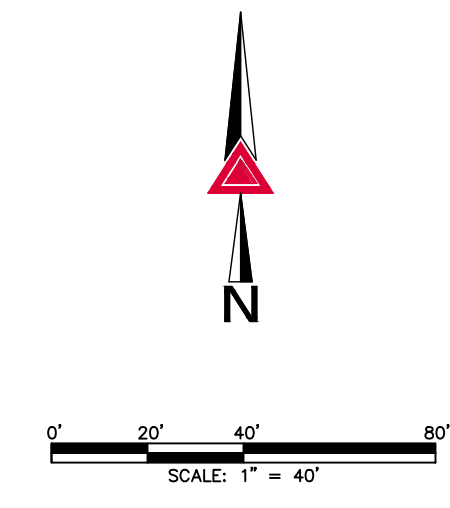
TRACT I
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

S. COUNTRY CLUB PARKWAY

TRACT H
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

E. NICHOLS PL.

BLOCK 9



TRACT K
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

BLOCK 7

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BLOCK 7

TRACT M
HIGH PLAINS COUNTRY CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

E. MINERAL DR.

BLOCK 7

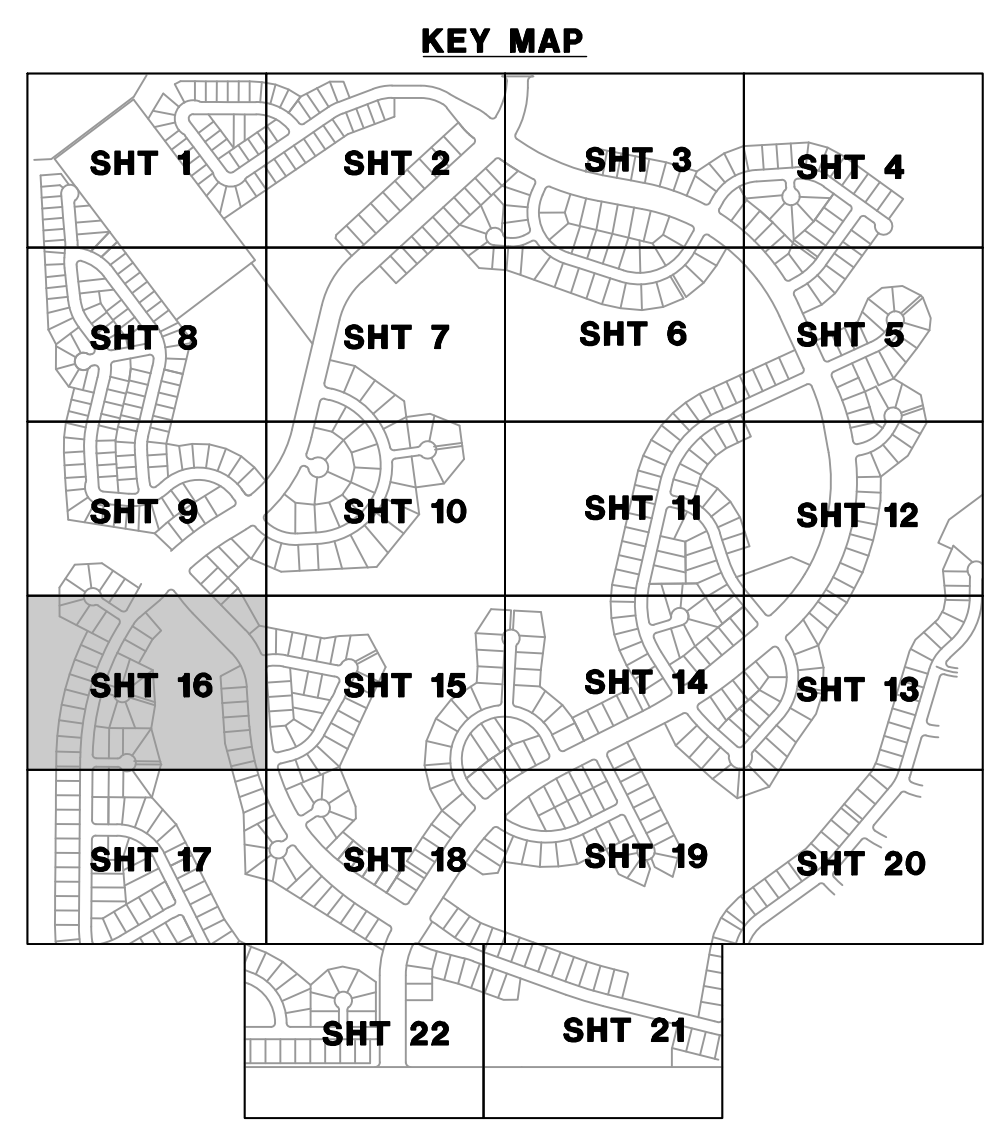
E. NOVA PL.

TRACT AA

SEE SHEET 17

TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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SEE SHEET 15

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FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
BLACKSTONE METROPOLITAN DISTRICT

SEE SHEET 16

0.5±

BLOCK 7

GATE

0.4±
0.4±

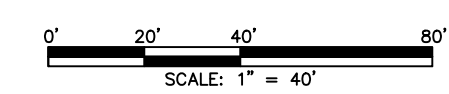
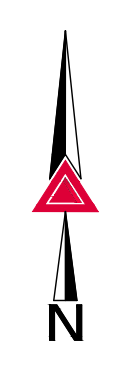
0.7±
0.7±

SW 1/4 SEC. 33
T5S, R65W, 6TH P.M.

0.5±
0.5±

1.2±

1/4



SEE SHEET 18

0.7±
0.9±

SEE SHEET 18

FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
PREPARED FOR
BLACKSTONE METROPOLITAN DISTRICT

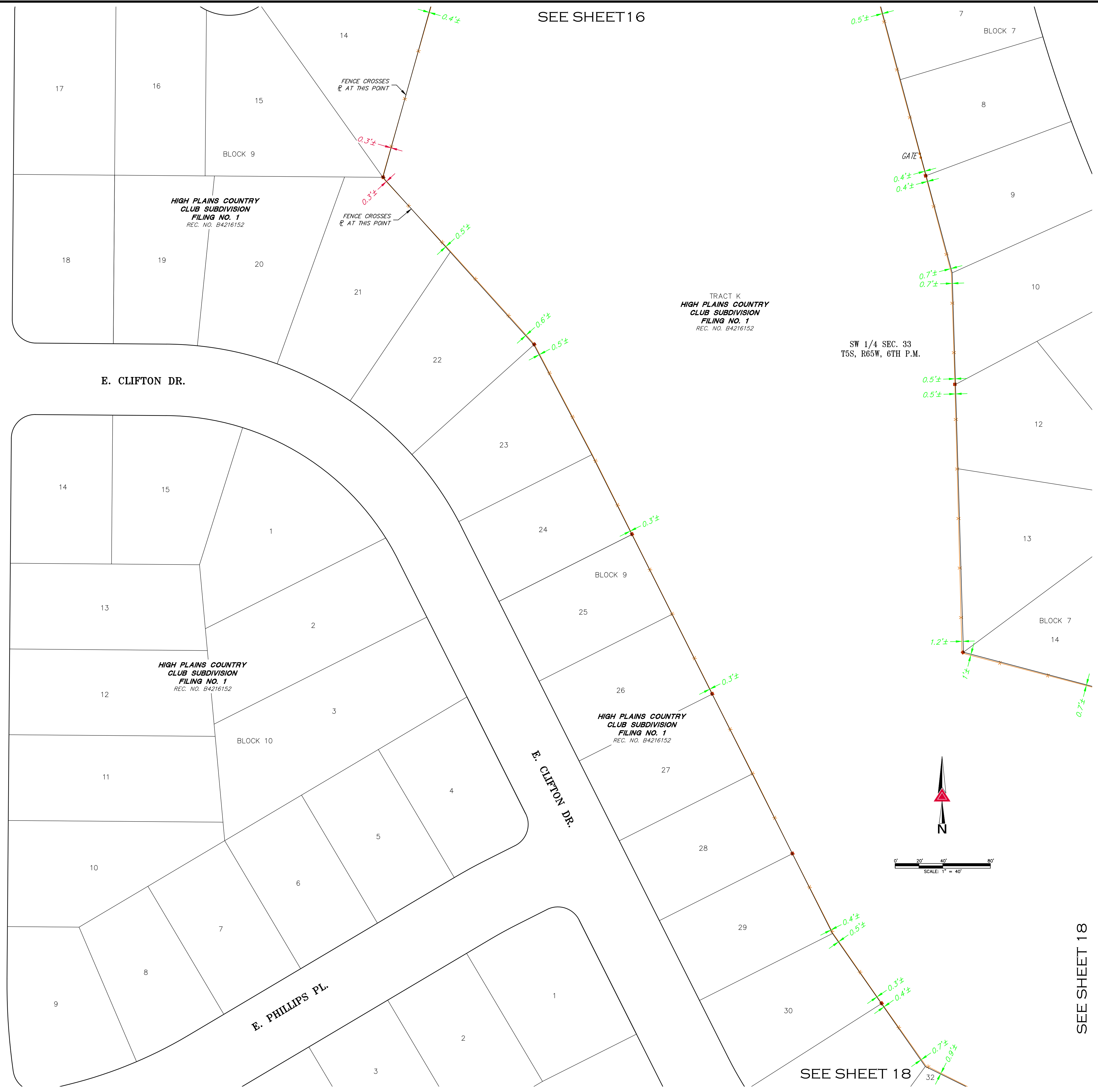
SHEET
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S. COUNTRY CLUB PARKWAY

E. CLIFTON DR.

E. CLIFTON DR.

E. PHILLIPS PL.

POWHATON RD.

TRACT J

BLOCK 8

18

19

20

21

22

23

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26

27

28

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BLOCK 8

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BLOCK 9

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BLOCK 10

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BLOCK 9

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BLOCK 9

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BLOCK 9

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10

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29

BLOCK 9

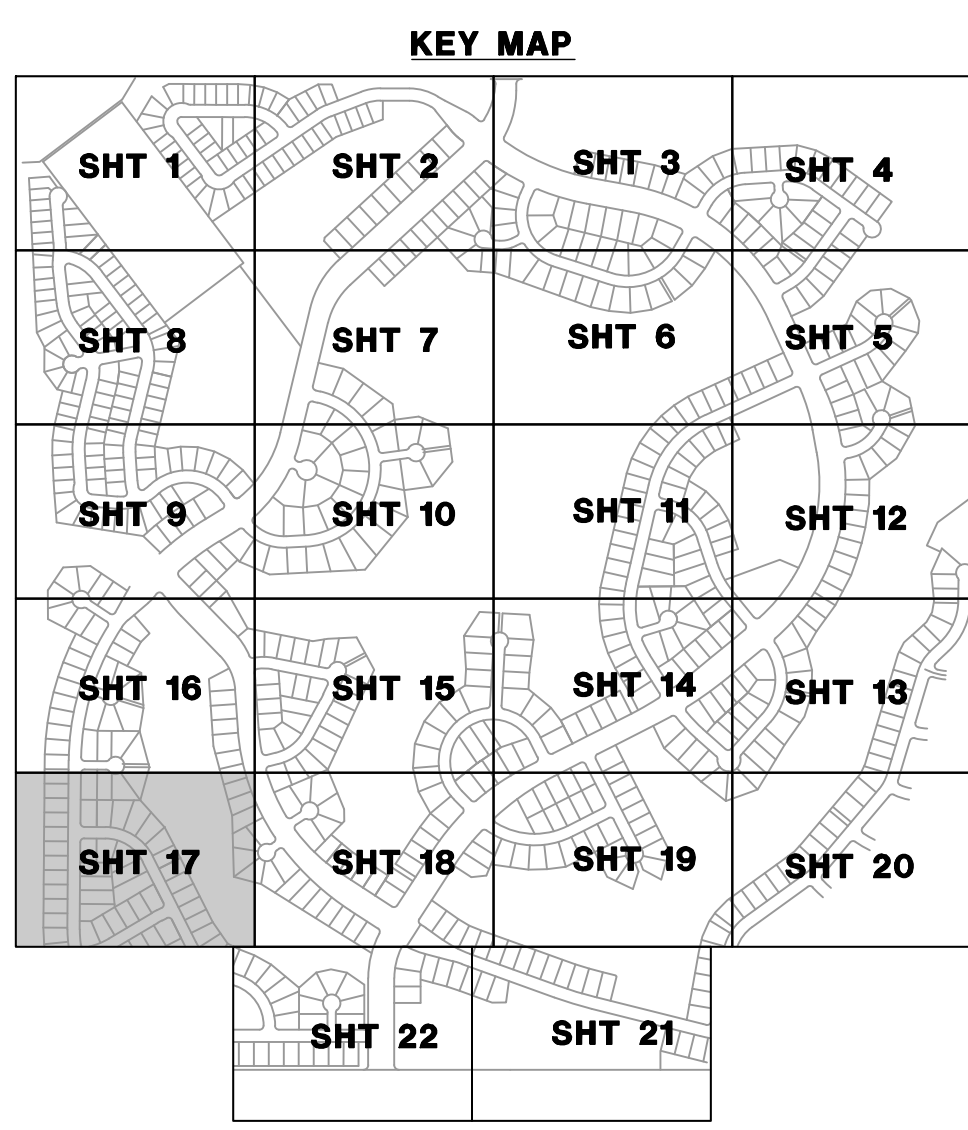
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2

3

TOPOGRAPHIC LEGEND

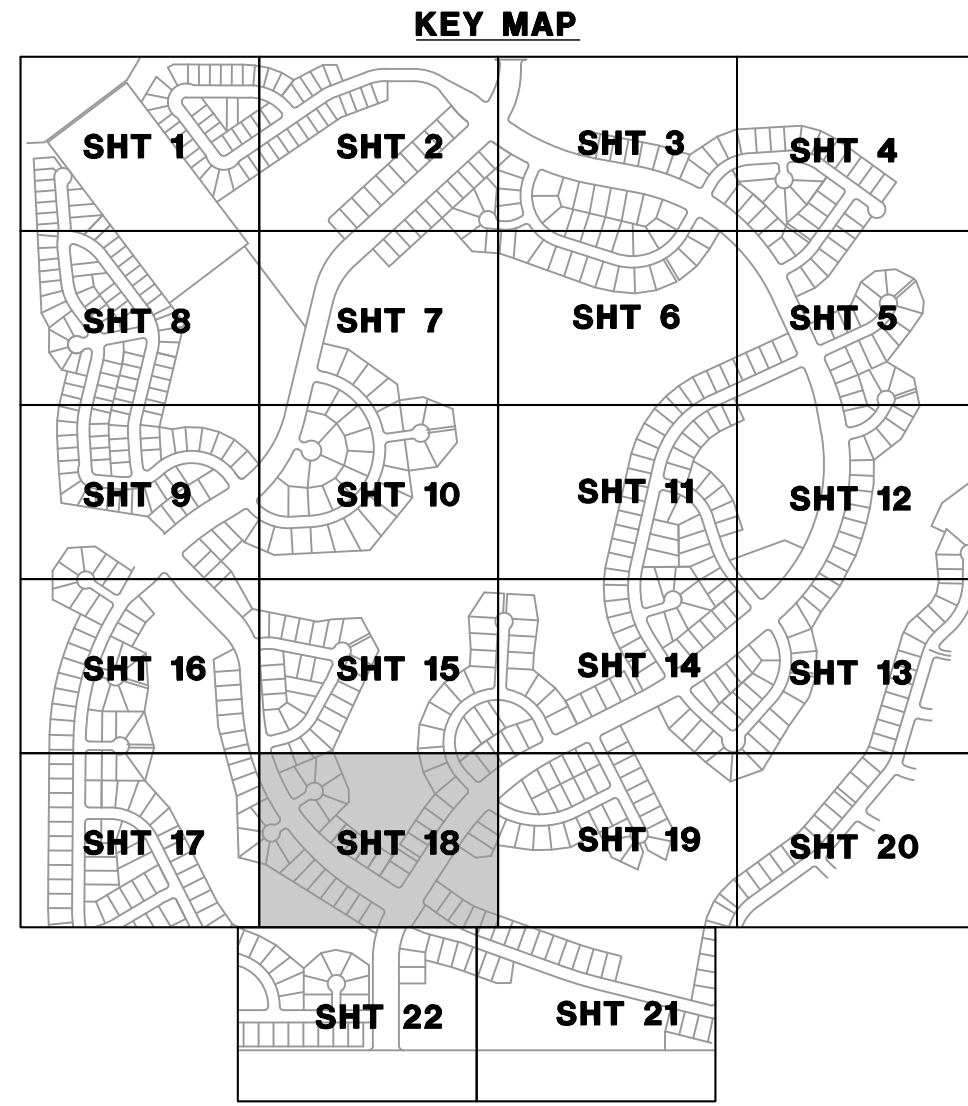
	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
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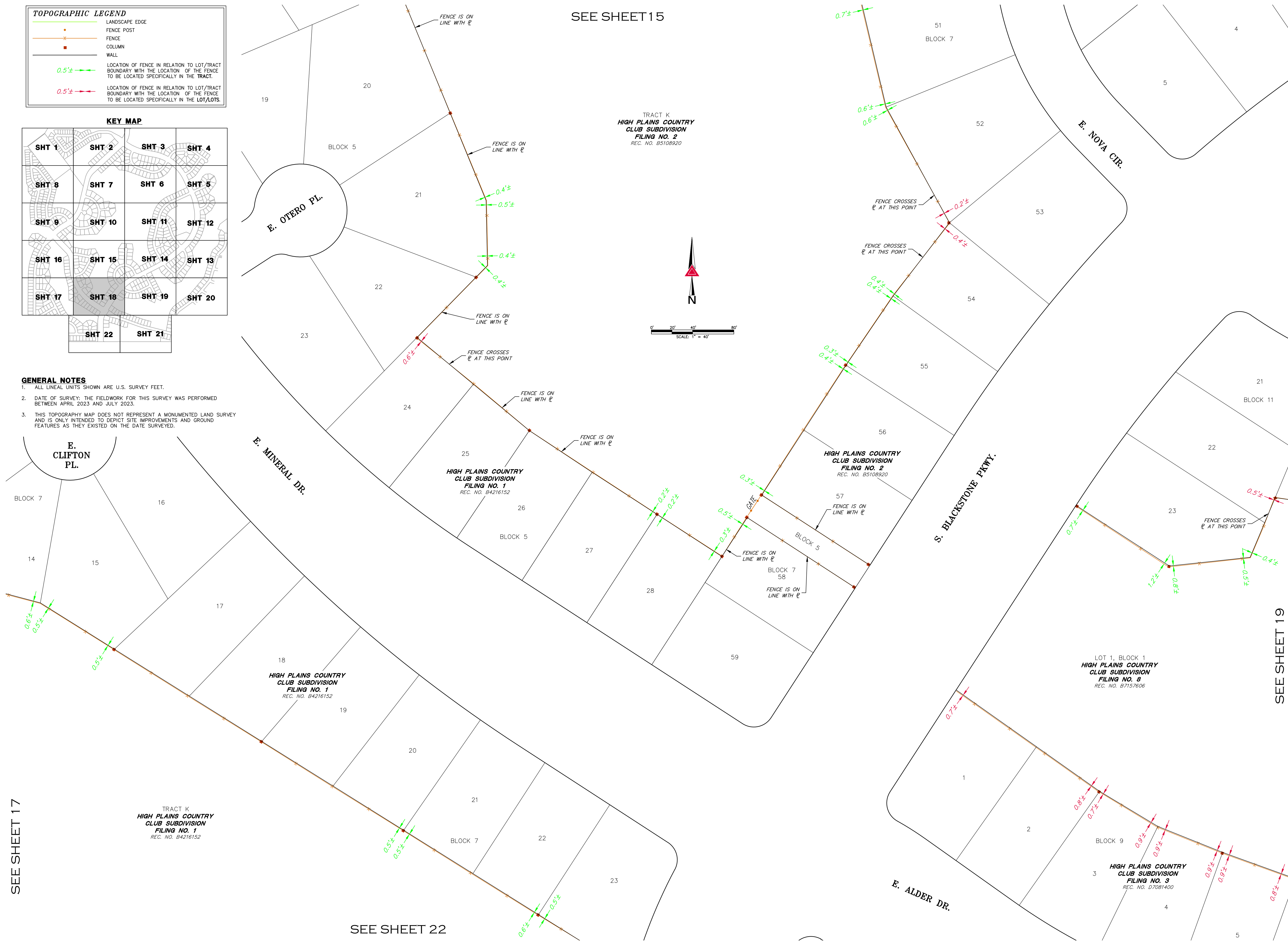
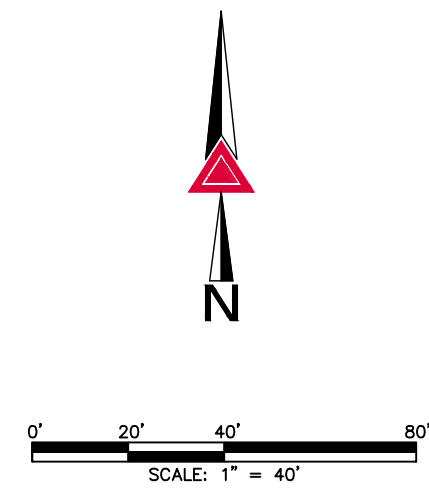
	LANDSCAPE EDGE
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SEE SHEET 15

TRACT K
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SEE SHEET 17

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HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 1
REC. NO. B4216152

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 2
REC. NO. B5108920

LOT 1, BLOCK 1
HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 8
REC. NO. B7157606

HIGH PLAINS COUNTRY
CLUB SUBDIVISION
FILING NO. 3
REC. NO. D7081400

SEE SHEET 22

SEE SHEET 19

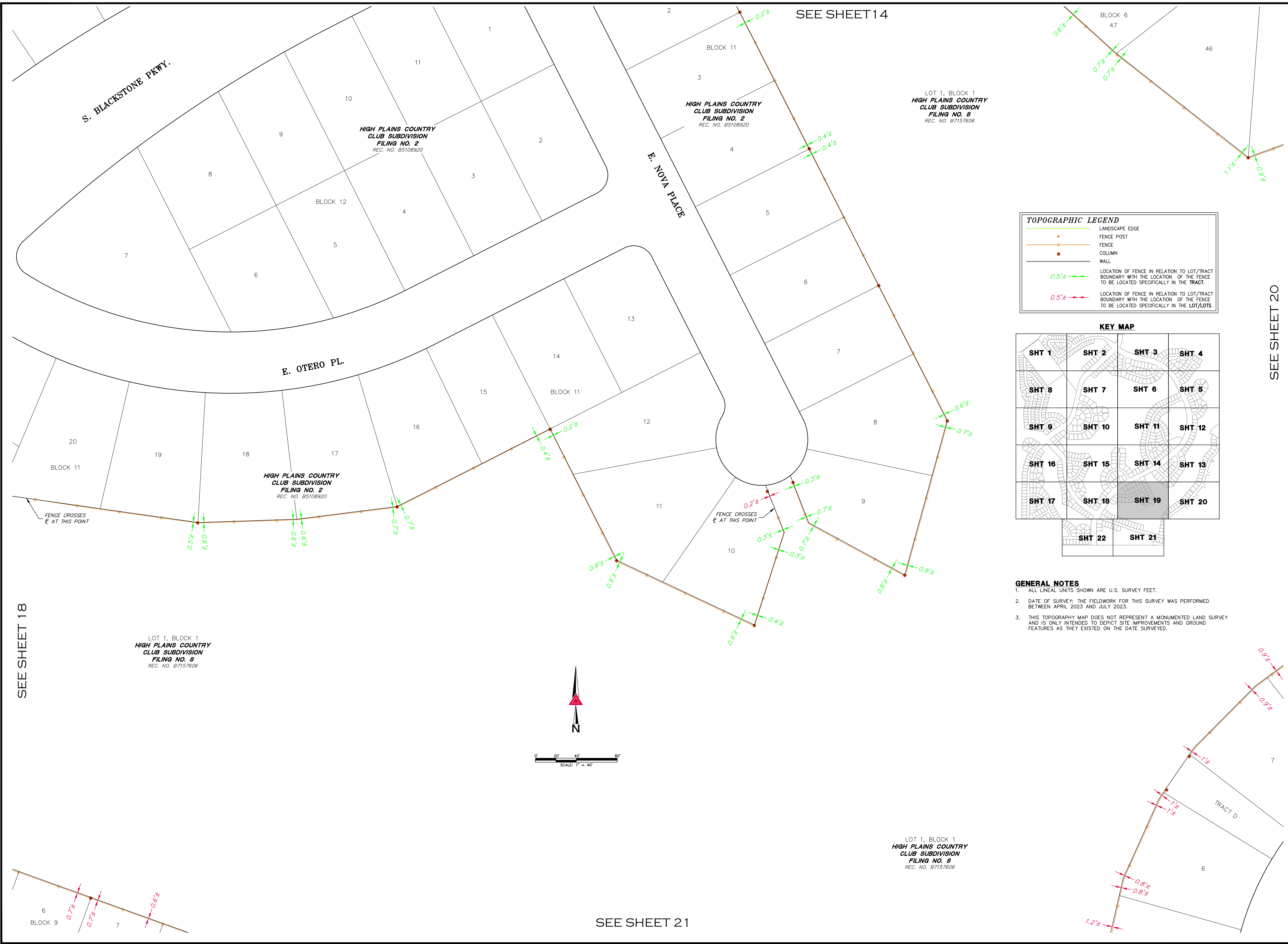
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DATE	2023-06-18
BY	
DATE	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AZTEC
CONSULTANTS, INC.

FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
PREPARED FOR
BLACKSTONE METROPOLITAN DISTRICT

SHEET	18
OF	22 SHEETS
JOB NO.	188523-01



SEE SHEET 14

SEE SHEET 18

SEE SHEET 21

SEE SHEET 20

TOPOGRAPHIC LEGEND

	LANDSCAPE EDGE
	FENCE POST
	FENCE
	COLUMN
	WALL
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
	LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE LOT/LOTS.

KEY MAP

SHT 1	SHT 2	SHT 3	SHT 4
SHT 8	SHT 7	SHT 6	SHT 5
SHT 9	SHT 10	SHT 11	SHT 12
SHT 16	SHT 15	SHT 14	SHT 13
SHT 17	SHT 18	SHT 19	SHT 20
	SHT 22	SHT 21	

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DATE BY

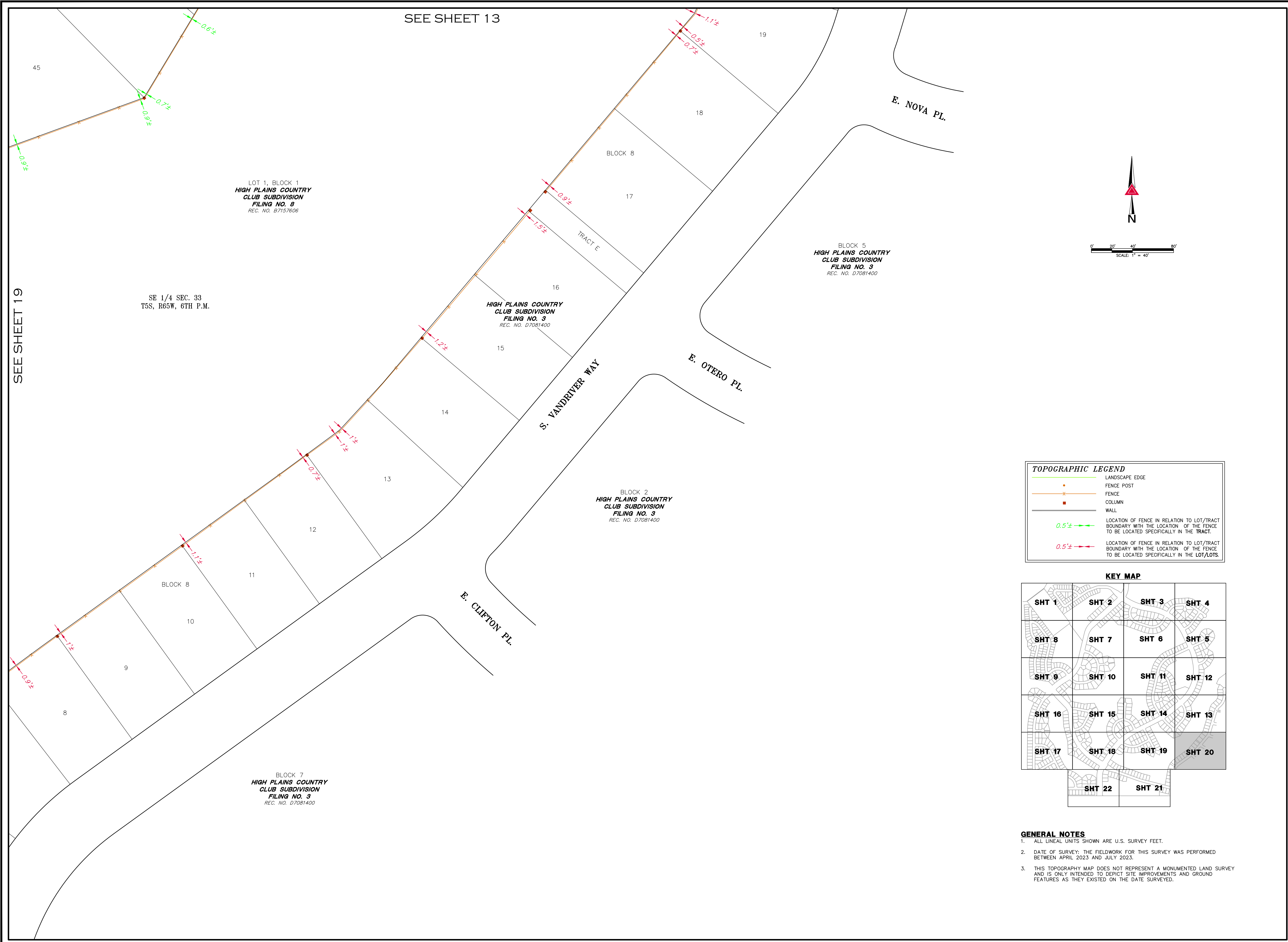
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SHEET
19
 OF 22 SHEETS

188523-01
 JOB NO.



LOT 1, BLOCK 1
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 3
 REC. NO. B7157606

SE 1/4 SEC. 33
 T5S, R65W, 6TH P.M.

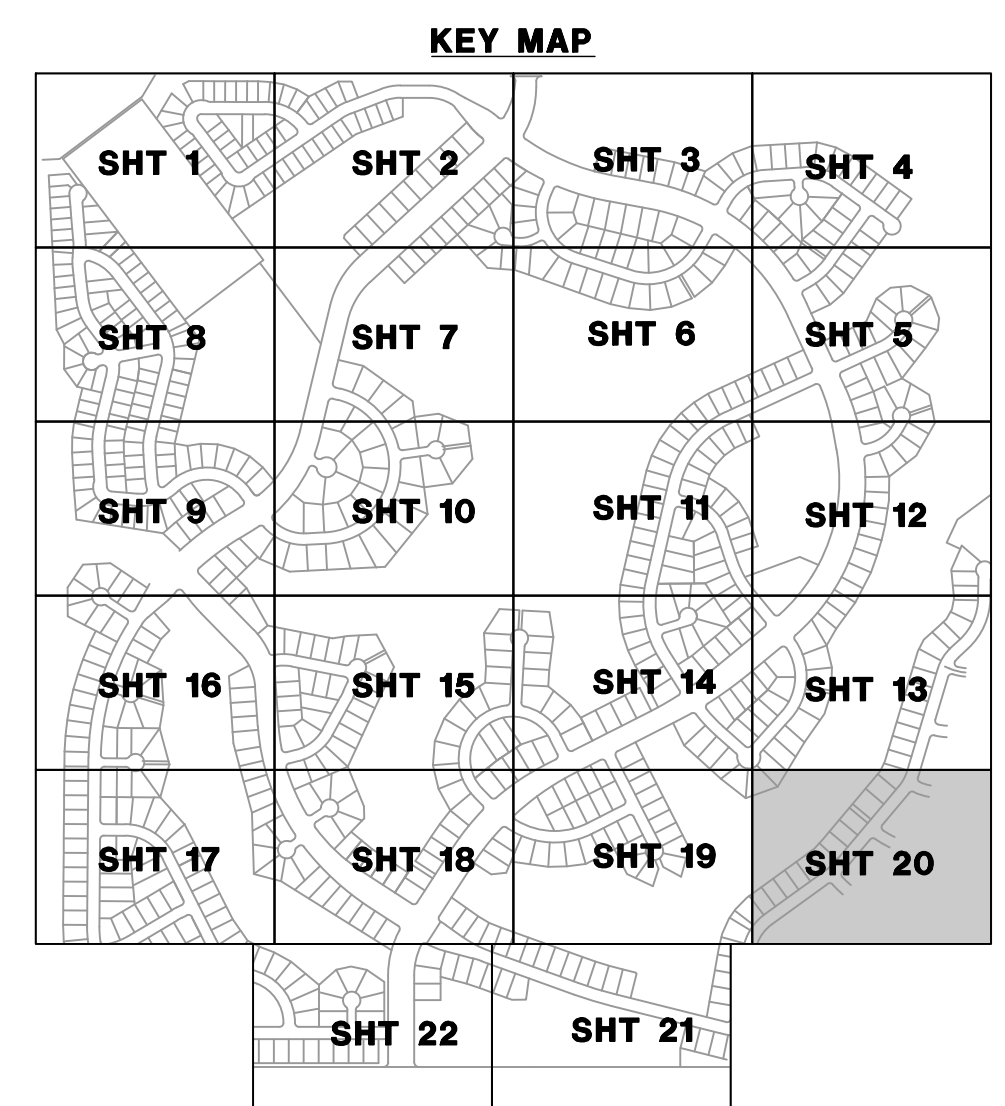
BLOCK 2
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 3
 REC. NO. D7081400

BLOCK 5
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 3
 REC. NO. D7081400

BLOCK 7
HIGH PLAINS COUNTRY CLUB SUBDIVISION
 FILING NO. 3
 REC. NO. D7081400

TOPOGRAPHIC LEGEND

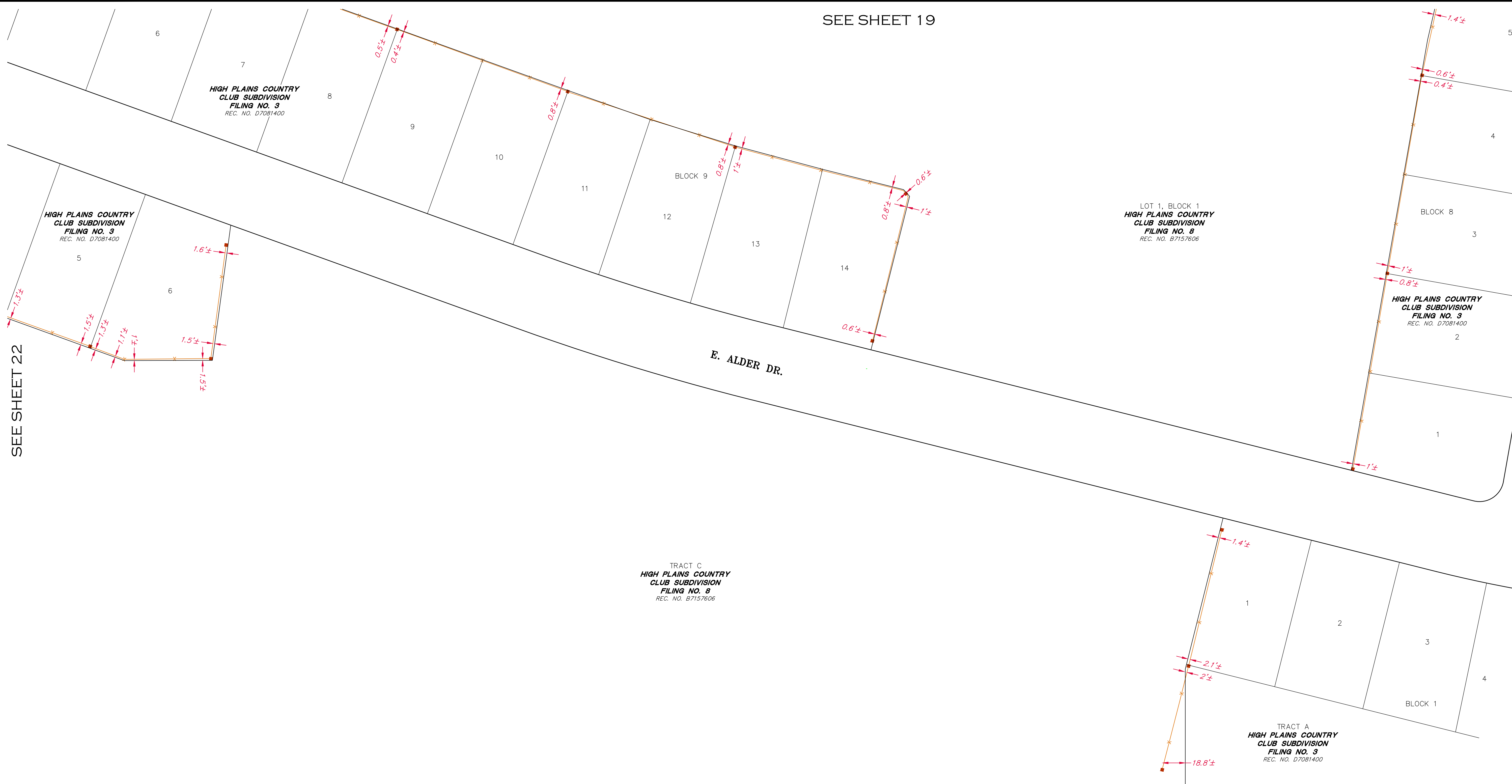
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	FENCE POST
	FENCE
	COLUMN
	WALL
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BY	REVISION DESCRIPTION
DATE	BY
DATE	BY
 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	
FENCE EXHIBIT BLACKSTONE COUNTY CLUB City of Aurora, Arapahoe County PREPARED FOR BLACKSTONE METROPOLITAN DISTRICT	
SHEET 20 OF 22 SHEETS	
188523-01 JOB NO.	

SEE SHEET 19



SEE SHEET 22

SCALE	1"=40'
DATE	2023-06-18
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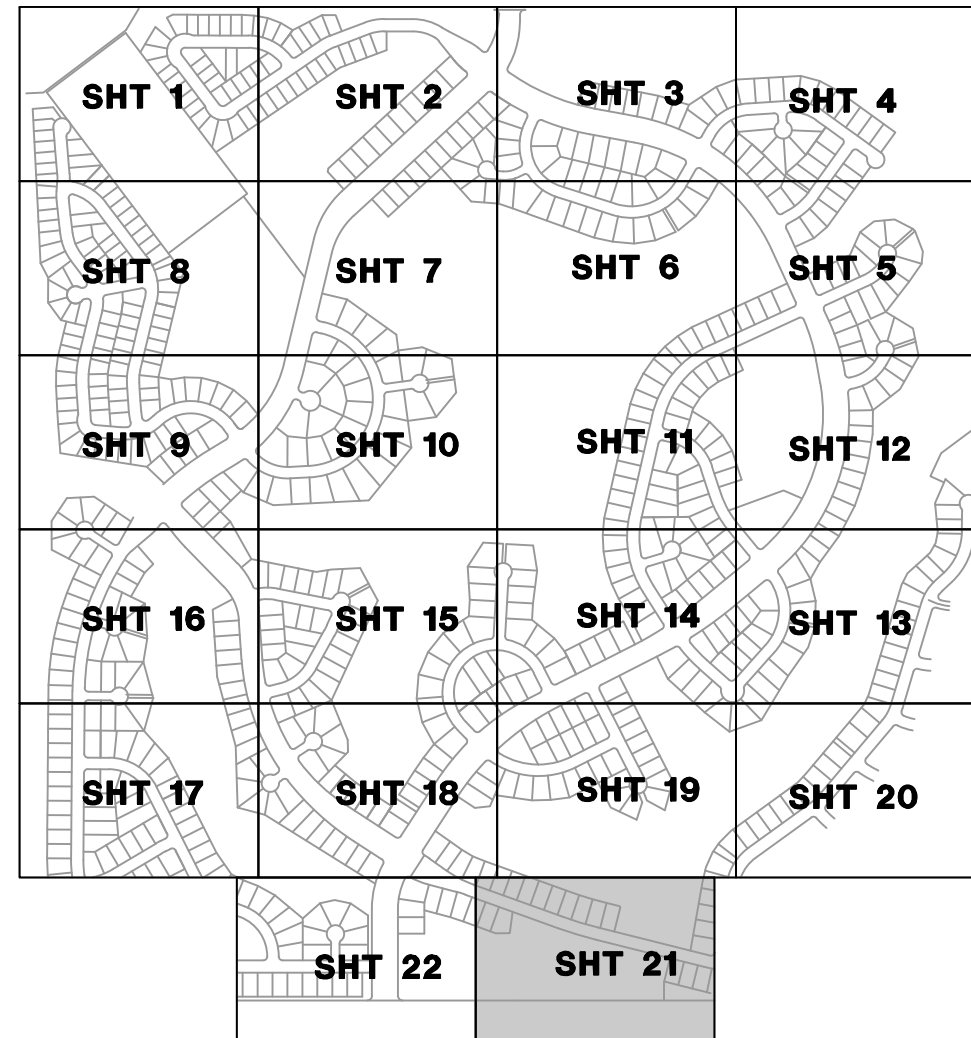
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FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

TRACT C
 HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 8
 REC. NO. B7157606

TRACT A
 HIGH PLAINS COUNTRY
 CLUB SUBDIVISION
 FILING NO. 3
 REC. NO. D7081400

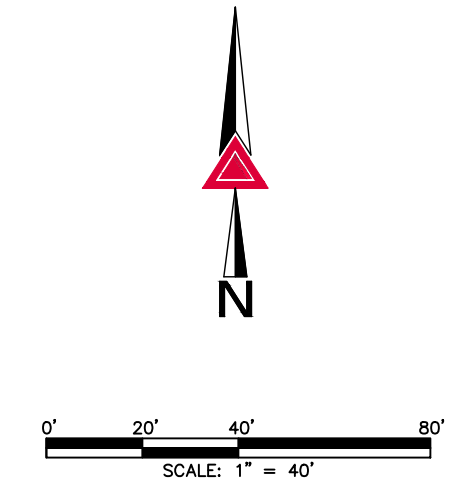
KEY MAP



E. COUNTY LINE RD.

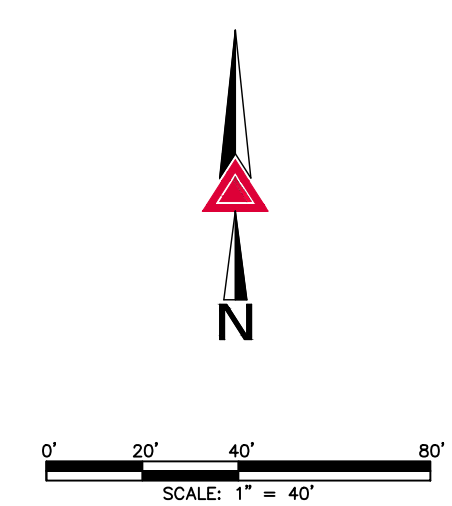
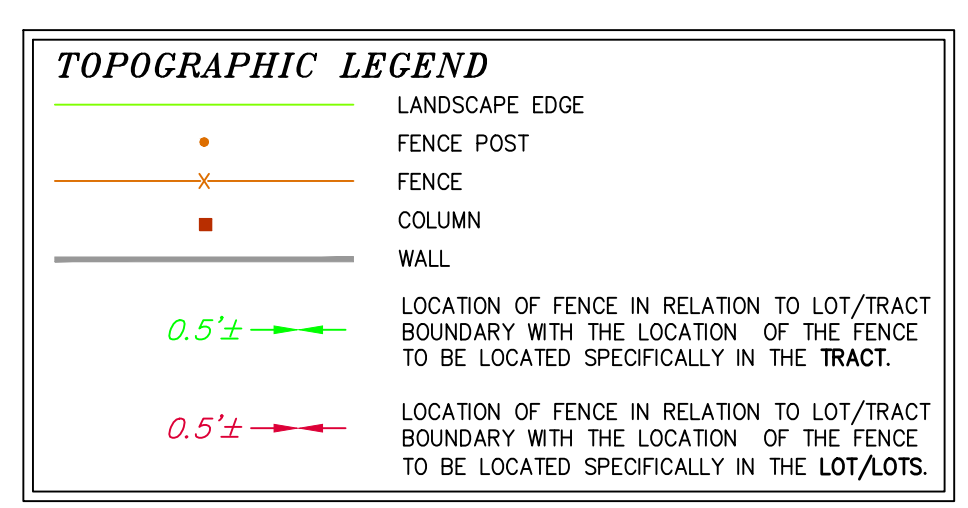
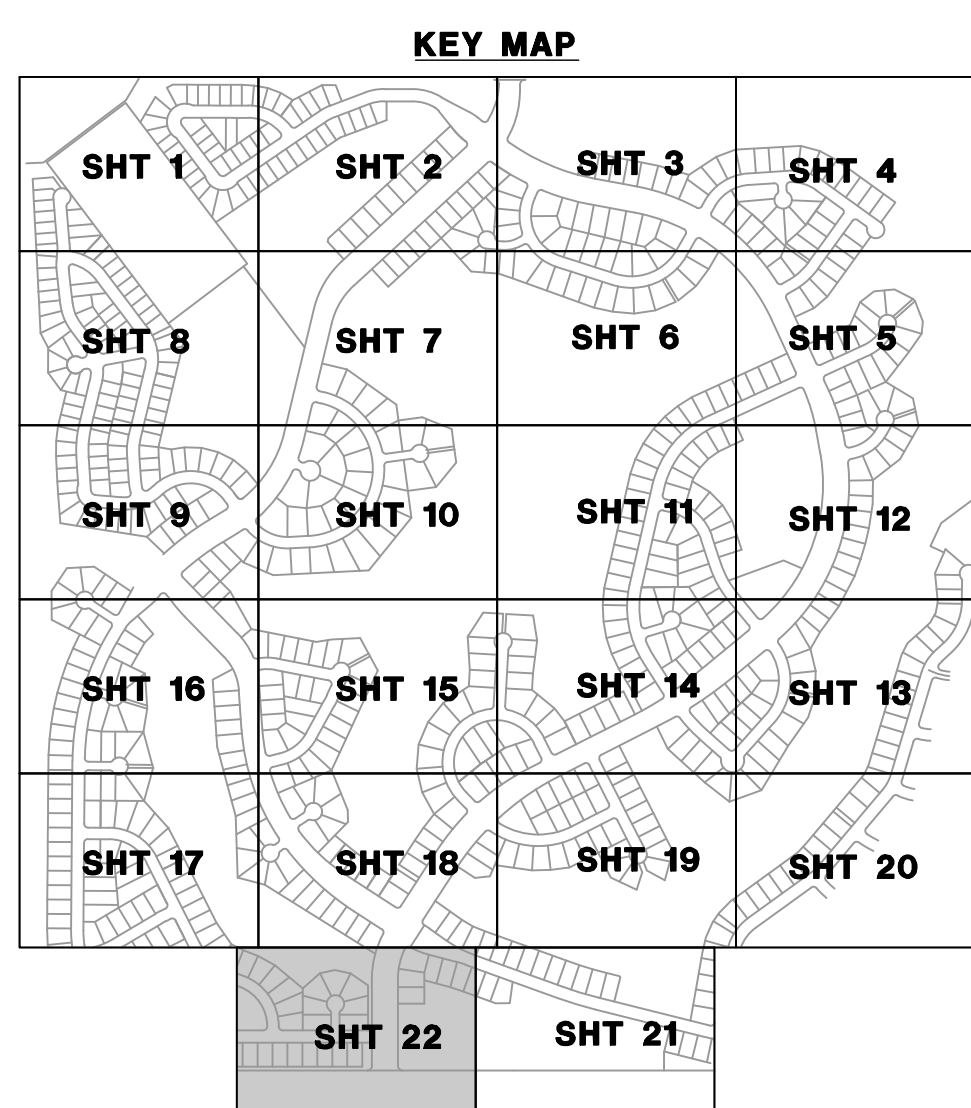
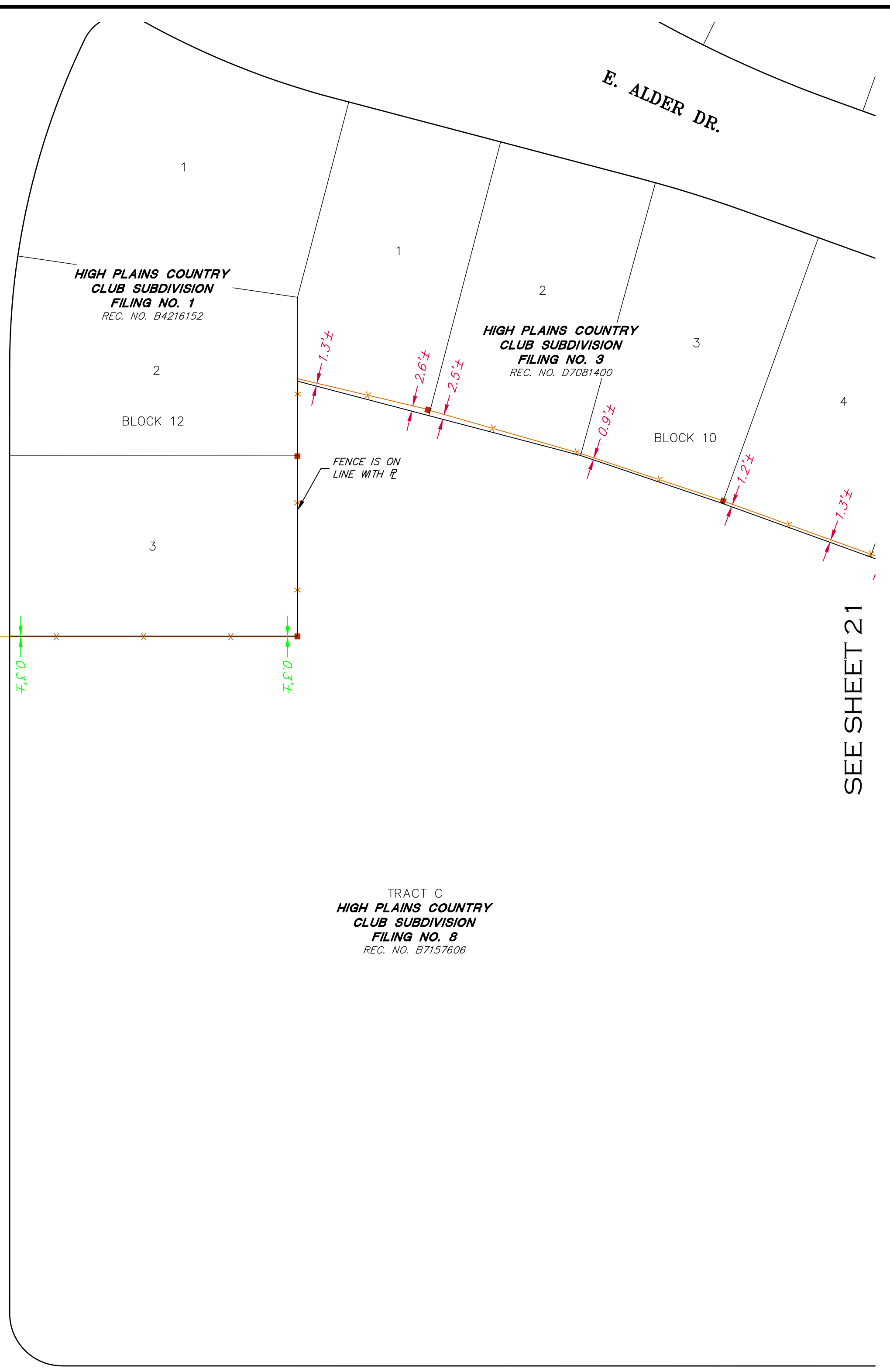
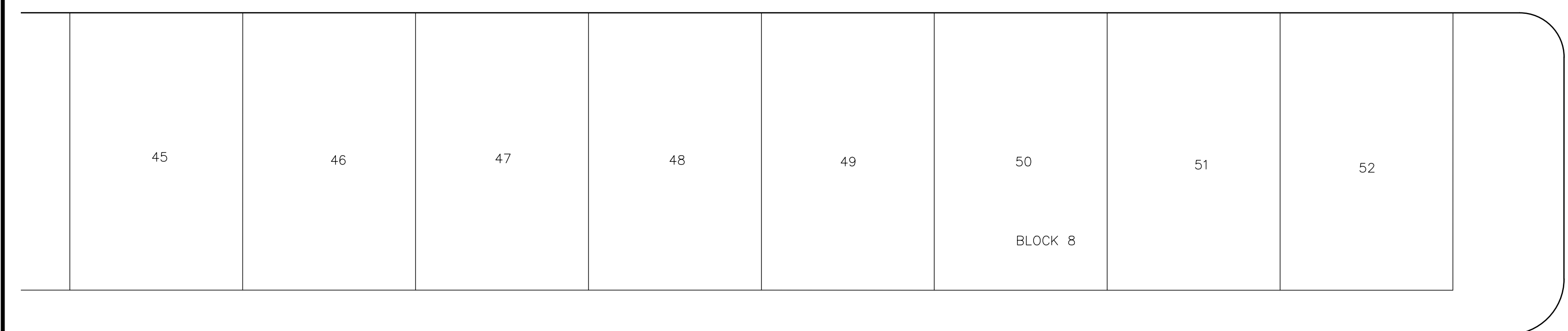
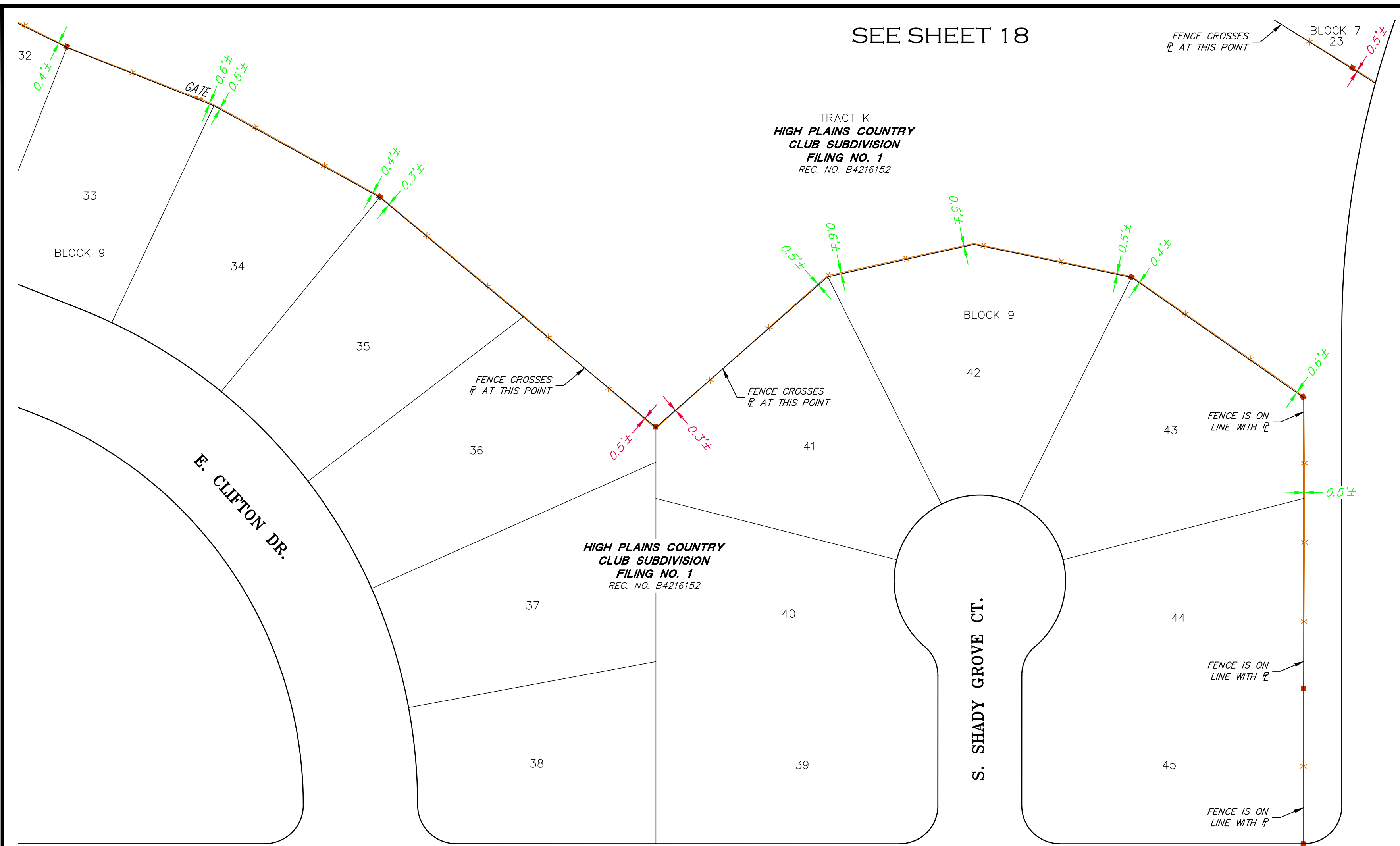
TOPOGRAPHIC LEGEND

- LANDSCAPE EDGE
- FENCE POST
- FENCE
- COLUMN
- WALL
- 0.5'± → → → → → LOCATION OF FENCE IN RELATION TO LOT/TRACT BOUNDARY WITH THE LOCATION OF THE FENCE TO BE LOCATED SPECIFICALLY IN THE TRACT.
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FENCE EXHIBIT
BLACKSTONE COUNTY CLUB
City of Aurora, Arapahoe County
 PREPARED FOR
 BLACKSTONE METROPOLITAN DISTRICT

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
BLACKSTONE METROPOLITAN DISTRICT
ADOPTING AN AMENDMENT
TO THE RESIDENTIAL IMPROVEMENT GUIDELINES FOR ALL LOTS
(Water-Wise Landscaping – 2023)**

WHEREAS, Blackstone Metropolitan District (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized to provide various services, including design review and covenant enforcement services, in and around the Blackstone development in Arapahoe County, Colorado; and

WHEREAS, pursuant to § 32-1-1001(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered with the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1004(8)(a)(II), C.R.S., the District has the power to furnish covenant enforcement and design review services within the boundaries of the District; and

WHEREAS, pursuant to the terms and conditions of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado on October 20, 2005, at Reception Number B5158103, as amended and supplemented (the “**Covenants**”), the Board of Directors (the “**Board**”) of the District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines; and

WHEREAS, pursuant to the authority set forth in the Covenants, the Board adopted the Residential Improvement Guidelines for All Lots, 2022 (the “**Guidelines**”); and

WHEREAS, on May 17, 2023, the Governor of the State of Colorado, signed legislation (the “**New Legislation**”) amending § 37-60-126, C.R.S. which provides, among other things, that any rule or policy of a special district that prohibits or limits xeriscape, prohibits or limits the installation or use of drought-tolerant vegetative or nonvegetative landscapes, requires cultivated vegetation to consist wholly or partially or turf grass, or prohibits the use of non-vegetative turf grass in the backyard of a residential property is declared void as against public policy; and

WHEREAS, in order to bring the Guidelines into compliance with the New Legislation, the Board desires to adopt this Amendment to the Residential Improvement Guidelines for All Lots (the “**Amendment**”), attached hereto as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Adoption of Amendment to the Residential Improvement Guidelines for All Lots. The Amendment to the Residential Improvement Guidelines for All Lots attached as Exhibit A, is hereby adopted.
2. Prior Provisions Effective. Except as amended herein, the Guidelines shall remain in full force and effect without limitation.
3. Contradicting Provisions. Any provision of any governing document of the District, including, without limit, rules and regulations, policies and the like, which contradict the Amendment and/or New Legislation shall automatically become null and void and unenforceable.
4. Effective Date. The First Amendment shall be effective as of _____, 2023.

Remainder of Page Intentionally Left Blank

RESOLVED AND ADOPTED this ____ day of _____, 2023.

**BLACKSTONE METROPOLITAN
DISTRICT**

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON

General Counsel to the District

EXHIBIT A
AMENDMENT
TO
RESIDENTIAL IMPROVEMENT GUIDELINES FOR ALL LOTS
(Water-Wise Landscaping – 2023)

1. Provision Repealed and Restated. Section 2.32 of the Guidelines is hereby repealed in its entirety and the following is substituted as Section 2.32 of the Guidelines:

2.32 Gardens – Raised Vegetable Beds. Approval is required. Raised vegetable beds shall not exceed 25% of the front, rear or internal side yard area. Permitted materials for raised beds shall be wood timbers, brick, or decorative interlocking concrete block. All vegetable gardens shall be screened from view of adjacent homeowners and must be weeded, cared for, and maintained.

2. Provision Repealed and Restated. Section 2.41(c) of the Guidelines is hereby repealed in its entirety the following is substituted as Section 2.41(c) of the Guidelines:

(c) **Lawn Grass/Sod and Plant Material Regulations.** Nothing in these guidelines shall prohibit or limit xeriscape or drought-tolerant landscaping, nor shall anything in these guidelines be deemed to require cultivated vegetation to consist wholly or partially of turf grass. However, in order to assist owners in planning the landscape design for Lots, Table A (Lawn Grass/Sod Option Landscaping) is included to provide guidelines if an Owner chooses to incorporate turf grass into the landscaping of the Lot. Alternatively, Table B (Xeric Option Landscaping) is included to provide guidelines if an Owner does not desire to include turf grass as part of the Owner’s landscaping. As an alternative to traditional landscaping, xeriscaping is water conservation planning through creative landscaping. Please remember that xeriscaping requires as much maintenance as traditional landscaping. All xeriscape plans must incorporate the installation of a properly functioning irrigation system to help maintain the plantings.

3. Provision Repealed and Restated. Table A of the Guidelines is hereby repealed in its entirety the following is substituted as Table A of the Guidelines:

Table A: Lawn Grass/Sod Option for Single-Family Front, Side and Rear Yard Landscaping Requirements

FRONT YARD REQUIREMENTS:

	Plant Materials and Quantity	Requirements
1.	Lawn Grass/Sod (NO ARTIFICIAL TURF PERMITTED.)	Maximum Lawn Grass/Sod per Lot Size: Small (3,700-5,999 SF) - 50% max. Standard (6,000-8,999 SF) - 40% max. Large (9,000-14,999 SF) - 40% max. Estate (15,000 plus SF) - 40% max.
2.	Trees - Minimum of two: (1 Shade tree and either 1 Ornamental tree or 1 Evergreen tree) (Streetscape/Treescape NOT included.)	Minimum Sizes: 2½ inch caliper – shade tree 2-inch caliper – ornamental tree 6-foot height - evergreen tree
3.	Shrubs* per lot size: Small (3,700-5,999 SF) – 8 shrubs Standard (6,000-8,999 SF) – 16 shrubs Large (9,000-14,999 SF) – 26 shrubs Estate (15,000 plus SF) – 36 shrubs *Thorny plants shall not be located within 20 feet of public sidewalks. Note: Perennials and ornamental grasses may be substituted for shrubs at 3 one- gallon perennial or ornamental grasses per one five-gallon shrub.	Shrubs - 5-gallon container min. Plant material shall conform with <u>American Standard for Nursery Stock, Ansi Z60.1</u> , current addition. Planting beds should be separated from lawn grass/sod by edging. All shrubs and ground covers shall be located within planting beds. Landscape fabric may be omitted under annuals, perennials, and groundcovers.

SIDE YARD REQUIREMENTS:

Side Yard w/No Public View – May be rocked, no plant material is required. Cannot be exposed soil as this leads to erosion.

Side Yard w/Public View - On corner lots exposed to public view, they shall be landscaped with shrubs, and trees at the rate of one tree and 10 shrubs per 25 linear feet of side yard.

REAR YARD REQUIREMENTS:

In rear yards the use of lawn grass/sod shall be limited to no more than 45% of the area to be landscaped. Rear yards exposed to public view and rear yards at corner lots exposed to public view shall be landscaped to front yard standards (Table A).

Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity.

Artificial turf is permitted in rear yards only. The artificial turf must be maintained and repaired so it has a new appearance. Refer to [Section 2.41\(d\)](#) for artificial turf standards.

STREETSCAPE/TREESCAPE TURF OPTION REQUIREMENTS:

Lawn Grass/Sod Option

The area between the sidewalk and street shall have a canopy shade tree planted every 30 feet.

Meeting Agenda & Minutes

Date: 05/02/2023 **Time:** 6:00 PM **Location:** Zoom

Attendees: Estrella, Josie, Jen, Perry, Teresa

Topic 1: Blood Drive Update

- 27 sign-ups prior to event (required to have 25 to hold event)
- Able to get blood donations from 21 ppl; Successful event, no issues; CHCO was thankful for our drive
- **Another mobile drive is scheduled on Monday July 24th; same times and location**
- Social Committee agrees to continue Quarterly Blood Drives - suggestion to advertise as Quarterly in communications to the community; also list upcoming dates.

Topic 2: Business Showcase

- Location Updates:
 - Look into Event Tents to hold at Country Club Park (flat area, circular sidewalks and basketball court, and less wind as it's more protected by houses - 34,000 sq ft). Suggested timeframe - Saturday 10am - 2pm
 - School won't allow us to do it on current CCSD facility account; will need to submit info and create new account for Metro District, requiring a background check (Jen to complete the process of getting set up)
 - Will likely be 3 months before approved to have facilities access, so not feasible for this year's business event.
- Finalize Date - Suggestion to **move to August** given time restraints/approvals. CCSD starts August 15th.
- Come up with a better name for the event; TBD.
- Business Communication - Post/Email Google Form to gauge interest, created and distributed/monitored by Jen (posted on neighborhood Facebook group on 5/8 and emailed to the entire community by Westwind on 5/9); **ONLY INTEREST FORM**, not official sign-up. Will post date, details, and official sign-up once more data is collected. **As of 5/15/23 - 25 interested.**

Topic 3: Garage Sale

- **Date: Friday, June 23rd & Saturday, June 24th** (same as Southshore's dates) - committee agrees it would be best
- Tallyn's Reach Dates are June 9th & 10th
- **THERE WILL NOT BE A DUMPSTER THIS YEAR DUE TO ISSUES LAST YEAR**
- We need proper sign-posts for the larger sign; will order them ASAP. We may also need to order some smaller signs but need to check in the storage unit for count/condition; Perimeter signs will be put out the Monday before the garage sale. QR codes to display at participating homes so buyers can scan and find additional locations. The metro district is not providing balloons & individual yard signs...individuals are responsible for those items.
- **Using Proxy Maps again to sign up and find the location of houses who are participating.**
- Estrella will post on all social media in the surrounding communities; Jen will post sign-up/flyers on the group Facebook page and email to Westwind to be sent to the entire community. **Predicted first notice will be the week of May 15th.**

Topic 4: Fourth of July Event

- Communication: Sign-up to gauge interest/numbers for popsicles and goodie bags; will be communicated mid-June (make sure sign-up is not confused with garage sale sign-ups)
- **Date/Time Saturday, July 1st 10:00 AM, Country Club Park**
- Route/Map - same route as last year, popsicles at the end; vote for best girl & best boy bike, best stroller, and best golf cart; 4 awards given by most votes in each category - Estrella to get small trophies.

Topic 5: End of Summer Event

- **Saturday September 16th, Hilltop Park, 4-7 pm**
- Need Food Trucks (Josie), Band (Perry - 80's Band is not available, Josie - Blinker Fluid available \$1500, Estrella - local kids available - \$600), Bounce House (maybe additional activity - Estrella), Face Painter, trash, etc quotes - divided among committee members; report back prior to next committee meeting on June 6th
- Need for bathrooms on site this year - suggested trailer bathrooms (Jen); Avg cost is \$1200 plus \$250 delivery, needs access to water and electric on site and must be on level ground.
- \$10 pp might need to be increased to \$15 pp - smaller denomination coupon amounts so neighbors can split better; also suggested to look at limiting menu options at each food truck; possibly give entree and dessert coupon to each attendee instead of an amount if cost can be controlled by limited menu (which will also help with speed of service) - just like last year, additional cost is self-pay
- No drinks provided - BYOD (bring your own drink)

Topic 6: Board Meeting Update

- **Update on roles and responsibilities for social committee members/volunteers?** Need to update old documents to include new scope.
- **Strong push for MORE events** - discussion regarding neighboring communities and events that they hold. Perry would like at least one event per month in the summer (in addition to current events): Movies in Parks, Music in Parks, etc.
 - Perry to outline preferences for events to be considered by the committee - will report back
 - Extra events will need to fall in line with the budget (see sponsorships below); not sure we have the capability to add additional events for the 2023 year but will absolutely include more in 2024.
 - Discussion regarding possibly hiring an event planner (Southshore has one) to help plan adequate events for the community - cost of this service?
 - No Metro District facility - Limited options, especially in colder months or bad weather; Unlike other neighborhoods in our area, we have to use the Clubhouse (costs money to rent and then F&B mins) or rent tents/use parks. No permanent facility = no bathrooms (cost above) so consideration for each event we host...

Topic 7: Other

- **Movie or Music in the Park** - consideration to try to hold ONE this summer and expand next year. Would like to provide popcorn and drinks for the community. Bathrooms and trash removal discussions would need to take place for these smaller park events.
- **Sponsorships** - Jen and Lee working on the sponsor advertising and selection process - will take time and need to be run by the legal team for approval prior to implementation (need process outlined clearly and application to ensure its fair);
 - This is not something that has been in place so starting with info from other communities who do this and revising to fit the needs of our metro district.
 - Discussed having in place by October when the budget proposal for 2024 is due - **will be able to be implemented for events being held in 2024.**

Jun 7, 2023 | 📅 Social Event Committee Monthly Meeting

Attendees: oystra98@comcast.net (Jen) estrella@starlunarealestate.com (Estrella)
nurselee3@gmail.com (Lee) tlmooresells@comcast.net (Teresa) yoyojosieo@gmail.com
(Josie) and Char (towards end of meeting)

Agenda/Notes

- Garage Sale
 - 41 homes signed up as of 6/7
 - Do we communicate again?
 - Jen will do another communication on Saturday/Sunday (6/11) to be sent by HOA on Tuesday/Wednesday - **residents can sign up until 6/21 to be included on the map
 - Will send another email following week on Wednesday 21 with a map link.
 - Teresa to take down signs on Sunday
 - Josie & Jen to put the signs up 6/20
 - Powhawton & County line
 - By Blackstone Sign
- 4th of July Parade
 - Trophies purchased
 - Need to determine communication dates (sign up and flyer out June 10 - Jen) - email to follow week of 6/12
 - Sign up Sheet for contest?
 - No
 - Sign up when show up
 - Need to Print Index Card Numbers to tap on their “thing”
 - Sharpie, Hole Punch, ribbon and string
 - When should Voting happen?
 - At the end when having snacks
 - Teresa to get treats candy/fruit snacks
 - Teresa to get an updated route - suggested to go one more street down (Country Club to Clifton). Teresa to have done by 16th
 - Teresa to get popsicles & Lee to hold them.
- Business Showcase - 26 signed up on interest form as of 6/7
 - Review Kelli's suggestions
 - Move to November & may be able to get in the school.
 - Jen to finish the application - can take up to 3 months to approve.
 - Outside of the neighborhood
 - Only if we limit what types of vendors if a Blackstone resident already “took” that industry/vendors.
 - the 1st Saturday of the Nov is what we are shooting for (backups Last Sat Oct or 3rd Sat Nov).
- End of Summer Family Event

- Performance Play to Open & Professional band for remainder of events
 - Need to find a professional band
 - Josie to reach out them again to see if they're still available.
- Food Truck Updates - Booked
- Kiddo Entertainment
 - Booked and need to figure out deposits and final payments
- Bathrooms
 - Lee to book bathrooms - reached out to 2 companies on 6/9
- Holiday Events
 - Tentatively at Josie's house - Estrella to follow up with her to confirm
 - Santa/Mrs Claus & Elves was booked on 6/1
- Blood Drives
 - Nothing to work on at this point. Next one is end of July (24th) - Jen will send out communications in early July, after the 4th.
- 2024 Planning
 - Survey to community ASAP
 - Have a link to sign up to volunteer
 - Clause - this is for information gathering purposes only, there is no guarantee that it will be done.
 - Ask questions
 - How often should we do them?
 - If we did an event where Vendors were present would you be willing to pay for your own food?
 - Board needs to approve the survey in July's board meeting
 - Survey open for only 2 weeks until mid-August (post on social media and email from Westwind at least 2 times to ensure enough responses/opportunities)
 - Estrella to put together a draft and collab with Jen and have done by July 10th
 - Budget planning to follow - budget due to Board in October
- Sponsorships - Lee to clarify with Board if they will design application and approve all requests; if not, Jen and Lee to start on document/process and then get Board approval before October budget is due
- Vendor Payment
 - Need to find out from board how we will get vendors paid for larger amounts
 - Discussed reimbursement process for smaller items.

Action items

- Fourth of July
 - ~~Need treats for treat bags~~
- Book Professional band
- estrella@starlunarealestate.com to send Link to Lee for sign Posts
- ~~Estrella to remove people's names that are not part of the group.~~
- Book Bathrooms - Lee to call to book.

Estrella to send what was booked for end of summer event

FINANCIAL REPORT

BLACKSTONE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JULY 31, 2023

Blackstone Metro District
Balance Sheet - Governmental Funds
July 31, 2023

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
Assets						
Checking Account	\$ 25,036.05	\$ 17,717.53	\$ -	\$ 91,018.30	\$ -	\$ 133,771.88
Colostrust	3,550,893.07	44,091.16	2,646,527.72	900,780.99	19,372.38	7,161,665.32
Accounts Receivable	-	181,895.12	-	-	-	181,895.12
Receivable from County Treasurer	19,475.72	-	22,126.71	-	536.40	42,138.83
Total Assets	<u>\$ 3,595,404.84</u>	<u>\$ 243,703.81</u>	<u>\$ 2,668,654.43</u>	<u>\$ 991,799.29</u>	<u>\$ 19,908.78</u>	<u>\$ 7,519,471.15</u>
Liabilities						
Accounts Payable	\$ 17,654.64	\$ 44,076.80	\$ -	\$ 435,936.75	\$ -	\$ 497,668.19
Due to SARIA	-	-	-	-	19,908.78	19,908.78
Prepaid assessments	-	54,012.17	-	-	-	54,012.17
Total Liabilities	<u>17,654.64</u>	<u>98,088.97</u>	<u>-</u>	<u>435,936.75</u>	<u>19,908.78</u>	<u>571,589.14</u>
Fund Balances	<u>3,577,750.20</u>	<u>145,614.84</u>	<u>2,668,654.43</u>	<u>555,862.54</u>	<u>-</u>	<u>6,947,882.01</u>
Liabilities and Fund Balances	<u>\$ 3,595,404.84</u>	<u>\$ 243,703.81</u>	<u>\$ 2,668,654.43</u>	<u>\$ 991,799.29</u>	<u>\$ 19,908.78</u>	<u>\$ 7,519,471.15</u>

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,209,674.00	\$ 1,198,023.75	\$ 11,650.25
Specific ownership taxes	75,743.00	48,806.55	26,936.45
Interest income	75,000.00	99,893.83	(24,893.83)
Oil and gas lease	26,000.00	25,740.00	260.00
Total Revenue	<u>1,386,417.00</u>	<u>1,372,464.13</u>	<u>13,952.87</u>
Expenditures			
Accounting	55,000.00	29,722.38	25,277.62
Auditing	5,500.00	-	5,500.00
County Treasurer's fee	18,145.00	17,986.62	158.38
Directors' fees	5,000.00	2,500.00	2,500.00
Director and meeting expense	2,000.00	790.70	1,209.30
Insurance	40,000.00	34,758.75	5,241.25
Legal	70,000.00	26,701.54	43,298.46
Miscellaneous	2,000.00	1,283.40	716.60
Payroll taxes	383.00	191.25	191.75
Election	40,000.00	3,821.72	36,178.28
Website	1,500.00	300.00	1,200.00
Contingency	24,472.00	-	24,472.00
Total Expenditures	<u>264,000.00</u>	<u>118,056.36</u>	<u>145,943.64</u>
Other Financing Sources (Uses)			
Transfers to other fund	(2,530,545.00)	(716,191.98)	(1,814,353.02)
Total Other Financing Sources (Uses)	<u>(2,530,545.00)</u>	<u>(716,191.98)</u>	<u>(1,814,353.02)</u>
Net Change in Fund Balances	(1,408,128.00)	538,215.79	(1,946,343.79)
Fund Balance - Beginning	3,039,534.00	3,039,534.41	(0.41)
Fund Balance - Ending	<u>\$ 1,631,406.00</u>	<u>\$ 3,577,750.20</u>	<u>\$ (1,946,344.20)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 600,000.00	\$ 432,242.99	\$ 167,757.01
Operations fee (vacant lots)	4,500.00	1,941.00	2,559.00
Working capital	50,000.00	12,670.00	37,330.00
Design review fees	4,000.00	585.50	3,414.50
Legal collection fees	20,000.00	6,276.87	13,723.13
Violations and late fees	15,000.00	2,737.32	12,262.68
Interest income	305.00	178.58	126.42
Other revenue	10,000.00	9,189.43	810.57
Total Revenue	<u>703,805.00</u>	<u>465,821.69</u>	<u>237,983.31</u>
Expenditures			
Facilities management - contract	53,000.00	26,400.00	26,600.00
Facilities management - costs	25,000.00	8,793.25	16,206.75
Miscellaneous	5,000.00	6,617.89	(1,617.89)
Security	24,000.00	-	24,000.00
Irrigation repairs and improvements	50,000.00	11,105.66	38,894.34
Landscape improvements	50,000.00	21,500.00	28,500.00
Landscape maintenance - contract	395,000.00	194,378.00	200,622.00
Tree and shrub maintenance	25,000.00	-	25,000.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	1,475.00	23,525.00
Holiday lighting	25,000.00	473.00	24,527.00
Lighting	11,100.00	500.00	10,600.00
Playground inspection and repairs	11,000.00	150.00	10,850.00
Water	140,000.00	27,812.21	112,187.79
Gas and electric	20,000.00	8,436.87	11,563.13
Community activities	35,000.00	16,430.61	18,569.39
Design review	12,000.00	1,890.00	10,110.00
Legal - collections	30,000.00	25,960.88	4,039.12
Trash Collection	153,000.00	98,863.27	54,136.73
Contingency	35,000.00	-	35,000.00
Total Expenditures	<u>1,159,100.00</u>	<u>450,786.64</u>	<u>708,313.36</u>
Other Financing Sources (Uses)			
Transfers from other funds	457,259.00	110,000.00	347,259.00
Total Other Financing Sources (Uses)	<u>457,259.00</u>	<u>110,000.00</u>	<u>347,259.00</u>
Net Change in Fund Balances	1,964.00	125,035.05	(123,071.05)
Fund Balance - Beginning	19,100.00	20,579.79	(1,479.79)
Fund Balance - Ending	<u>\$ 21,064.00</u>	<u>\$ 145,614.84</u>	<u>\$ (124,550.84)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,395,778.00	\$ 1,382,335.48	\$ 13,442.52
Specific ownership taxes	83,747.00	53,331.25	30,415.75
Interest income	25,000.00	62,995.07	(37,995.07)
Total Revenue	<u>1,504,525.00</u>	<u>1,498,661.80</u>	<u>5,863.20</u>
Expenditures			
County Treasurer's fee	20,937.00	20,743.89	193.11
Paying agent fees	450.00	450.00	-
Bond interest	1,086,125.00	543,062.50	543,062.50
Bond Principal	450,000.00	-	450,000.00
Contingency	4,488.00	-	4,488.00
Total Expenditures	<u>1,562,000.00</u>	<u>564,256.39</u>	<u>997,743.61</u>
Net Change in Fund Balances	(57,475.00)	934,405.41	(991,880.41)
Fund Balance - Beginning	1,701,646.00	1,734,249.02	(32,603.02)
Fund Balance - Ending	<u>\$ 1,644,171.00</u>	<u>\$ 2,668,654.43</u>	<u>\$ (1,024,483.43)</u>

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 6,750.00	\$ 13,180.47	\$ (6,430.47)
Total Revenue	<u>6,750.00</u>	<u>13,180.47</u>	<u>(6,430.47)</u>
Expenditures			
Legal	-	9,546.85	(9,546.85)
Reserve study	15,000.00	3,250.00	11,750.00
Entryways/roundabouts	1,750,000.00	211,522.84	1,538,477.16
Trees	300,000.00	289,190.00	10,810.00
Contingency	15,000.00	-	15,000.00
Total Expenditures	<u>2,080,000.00</u>	<u>513,509.69</u>	<u>1,566,490.31</u>
Other Financing Sources (Uses)			
Transfers from other funds	<u>2,073,250.00</u>	<u>606,191.98</u>	<u>1,467,058.02</u>
Total Other Financing Sources (Uses)	<u>2,073,250.00</u>	<u>606,191.98</u>	<u>1,467,058.02</u>
Net Change in Fund Balances	-	105,862.76	(105,862.76)
Fund Balance - Beginning	450,000.00	449,999.78	0.22
Fund Balance - Ending	<u>\$ 450,000.00</u>	<u>\$ 555,862.54</u>	<u>\$ (105,862.54)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending July 31, 2023

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 52,713.00	\$ 52,206.39	\$ (506.61)
Total Revenue	<u>52,713.00</u>	<u>52,206.39</u>	<u>(506.61)</u>
Expenditures			
County Treasurer's fee	791.00	783.45	(7.55)
Regional mill levy - Payment to SARIA	51,922.00	51,422.94	(499.06)
Total Expenditures	<u>52,713.00</u>	<u>52,206.39</u>	<u>(506.61)</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Blackstone Metropolitan District
Schedule of Cash Position
July 31, 2023
Updated as of August 9, 2023

	<u>General Fund</u>	<u>Special Revenue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>						
Balance as of 07/31/2023	\$ 25,036.05	\$ 17,717.53	\$ -	\$ 91,018.30	\$ -	\$ 133,771.88
Subsequent activity:						
08/01/23 - Aurora Water Autopay	-	(14,824.68)	-	-	-	(14,824.68)
08/02/23 - Transfer from Colostrust	63,536.50	41,545.05	-	344,918.45	-	450,000.00
08/03/23 - Public Storage Autopay	-	(148.00)	-	-	-	(148.00)
08/04/23 - Bill.com Payment	(17,654.64)	(19,228.85)	-	(124,126.75)	-	(161,010.24)
08/07/23 - Xcel Autopay	-	(742.19)	-	-	-	(742.19)
<i>Anticipated Transfer from HOA</i>	-	80,000.00	-	-	-	80,000.00
<i>Anticipated Bill.com Payment</i>	-	(24,454.04)	-	(311,810.00)	-	(336,264.04)
<i>Anticipated Balance</i>	<u>70,917.91</u>	<u>79,864.82</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,782.73</u>
<u>Colostrust - Savings Account</u>						
Balance as of 07/31/2023	\$ 3,550,893.07	\$ 44,091.16	\$ 2,646,527.72	\$ 900,780.99	\$ 19,372.38	\$ 7,161,665.32
Subsequent activity:						
08/02/23 - Transfer to 1st Bank	(17,654.64)	(43,682.89)	-	(435,936.75)	-	(497,274.28)
08/10/23 - Property Taxes	19,475.72	-	22,126.71	-	536.40	42,138.83
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	(19,908.78)	(19,908.78)
<i>Anticipated Balance</i>	<u>3,552,714.15</u>	<u>408.27</u>	<u>1,668,654.43</u>	<u>464,844.24</u>	<u>-</u>	<u>5,686,621.09</u>
<i>Total by fund</i>	<u>\$ 3,623,632.06</u>	<u>\$ 80,273.09</u>	<u>\$ 1,668,654.43</u>	<u>\$ 464,844.24</u>	<u>\$ -</u>	<u>\$ 5,837,403.82</u>

Yield Information:

Colostrust Prime (July 2023) - 4.96%

Colostrust Plus (July 2023) - 5.29%

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2023

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 4,109.69	\$ -	\$ 13,400.92	\$ -	\$ (61.65)	\$ -	\$ 17,448.96	0.15%	0.15%	\$ 48,552.84	1.20%	1.20%
February	1,122,283.14	-	13,571.90	-	(16,834.25)	-	1,119,020.79	42.22%	42.37%	1,260,554.11	43.66%	44.86%
March	150,546.26	-	17,034.86	26.66	(2,258.59)	-	165,349.19	5.66%	48.04%	119,892.01	3.63%	48.49%
April	130,529.28	-	14,255.35	-	(1,966.52)	-	142,818.11	4.91%	52.95%	145,818.08	4.60%	53.09%
May	205,882.04	-	15,405.41	227.70	(3,091.65)	-	218,423.50	7.75%	60.69%	164,506.68	5.29%	58.38%
June	991,743.95	-	14,144.72	104.57	(14,877.73)	-	991,115.51	37.31%	98.00%	1,160,255.28	40.19%	98.57%
July	27,471.26	-	14,324.64	766.50	(423.57)	-	42,138.83	1.03%	99.04%	38,139.96	0.82%	99.39%
August	-	-	-	-	-	-	-	0.00%	99.04%	26,662.93	0.27%	99.66%
September	-	-	-	-	-	-	-	0.00%	99.04%	16,687.06	0.03%	99.70%
October	-	-	-	-	-	-	-	0.00%	99.04%	14,957.70	0.00%	99.70%
November	-	-	-	-	-	-	-	0.00%	99.04%	25,945.12	0.30%	100.00%
December	-	-	-	-	-	-	-	0.00%	99.04%	13,489.32	0.00%	100.00%
\$ 2,632,565.62	\$ -	\$ 102,137.80	\$ 1,125.43	\$ (39,513.96)	\$ -	\$ 2,696,314.89	99.04%	99.04%	\$ 3,035,461.09	100.00%	100.00%	

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,209,674.00	45.51%	\$ 1,198,023.75	99.04%
Debt Service Fund	1,395,778.00	52.51%	1,382,335.48	99.04%
Regional	52,713.00	1.98%	52,206.39	99.04%
\$ 2,658,165.00	100.00%	\$ 2,632,565.62		

Specific Ownership Tax

General Fund	\$ 75,743.00	47.49%	\$ 48,806.55	64.44%
Debt Service Fund	83,747.00	52.51%	53,331.25	63.68%
\$ 159,490.00	100.00%	\$ 102,137.80		

Treasurer's Fees

General Fund	\$ 18,145.00	45.51%	\$ 17,986.62	99.13%
Debt Service Fund	20,937.00	52.51%	20,743.89	99.08%
Regional	791.00	1.98%	783.45	99.05%
\$ 39,873.00	100.00%	\$ 39,513.96		

Due To SARIA From 2022	\$ 312.30
Pledged Ptax Collected	51,422.94
Payments to SARIA	31,826.46
Due To SARIA	\$ 19,908.78

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**BLACKSTONE METROPOLITAN DISTRICT
2023 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 2023. 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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

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
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

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.

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 6.0% 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.

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.

**BLACKSTONE METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

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

See related notes below under Debt and Leases.

Debt and Leases

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

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

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

The District has no operating or capital leases.

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2023, as defined under TABOR.

**BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31,	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	Principal	Interest	Total
2023	\$ 450,000	\$ 1,086,125	\$ 1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
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
	<u>\$ 26,485,000</u>	<u>\$ 17,129,125</u>	<u>\$ 43,614,125</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
BLACKSTONE METROPOLITAN DISTRICT**

**ADOPTING A CREDIT CARD POLICY AND
AUTHORIZING THE ISSUANCE OF CREDIT CARDS**

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

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is empowered to adopt, amend and enforce bylaws and rules and regulations not in conflict with the Colorado Constitution for the purpose of carrying on the business, objects and affairs of the Board and of the District; and

WHEREAS, the Board recognizes the use of credit cards is an economical business practice to improve cash management and increase efficiency for making payment for certain types of purchases;

WHEREAS, the Board desires to authorize the issuance of a credit card to certain District directors, employees, consultants, or contractors exclusively for District-budgeted expenditures authorized by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT AS FOLLOWS:

1. ADOPTION OF CREDIT CARD POLICY. The Board hereby adopts a policy for credit card usage in the performance of District business, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Policy**”).
2. AUTHORIZATION OF CREDIT CARDS. The Board hereby authorizes the issuance of a credit cards to the following individuals with monthly limits as specified below (“**Monthly Limit**”), subject to the terms and conditions of the Policy:

	Monthly Limit
Treasurer of the District:	\$10,000
District Manager:	\$10,000

[Remainder of Page Intentionally Left Blank]

ADOPTED this 15th day of August 2023.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

BLACKSTONE METROPOLITAN DISTRICT CREDIT CARD POLICY (Adopted August 15, 2023)

1.0 General.

1.01 Purpose. The purpose of this policy is to provide the District's credit cardholders with a flexible and efficient way to make certain purchases for and on behalf of the District. This Policy empowers the cardholder to acquire the necessary materials to conduct business and deliver services in a more convenient and expeditious manner. This Policy is designed to promote responsible, efficient, ethical, and legal utilization of the District's credit cards.

1.02 Authority. The authority to pay for goods or services for the District rests with the Board and may be carried out as set forth in this Policy and in accordance with applicable laws, rules, regulations, and procedures relating to the expenditure of public funds.

1.03 Scope. This Policy applies to District directors, employees, consultants, or contractors' use of all credit cards issued by or on behalf of the District.

2.0 Definitions

"Authorized Cardholder" means each individual specified in the Resolution of the Board of Directors Adopting a Credit Card Policy and Authorizing the Issuance of Credit Cards.

"Board" means the Board of Directors of the District.

"District" means the Blackstone Metropolitan District.

"District Accountant" means the accountant retained and engaged by the Board to provide accounting services for the District.

"Policy" means this Blackstone Metropolitan District Credit Card Policy.

3.0 Distribution.

The Board may issue a credit card to an Authorized Cardholder.

4.0 Authorization and Control.

4.01 Issuing Bank. is the Board approved issuer of the credit cards.

4.02 Administration. The District Accountant shall be responsible for the overall administration of the credit cards, including maintenance of records for all credit card

requests, transactions, authorizations, limits, cardholder transfers, and balance information. The District Accountant is authorized to act as the liaison between [REDACTED] and each Authorized Cardholder.

4.03. Credit Cardholders. Prior to issuance of a credit card, each Authorized Cardholder shall receive a copy of this Policy and shall sign the District's Credit Card User Acknowledgment attached hereto as **Exhibit A-1**, acknowledging the Authorized Cardholder has read and understood the procedures and responsibilities associated with the credit card.

4.04 Monthly Documentation. No later than ten (10) days prior to the credit card payment due date each month, Authorized Cardholder shall provide detailed, itemized receipts or invoices for every purchase on the credit card to the District Accountant. In the event the account reconciliation shows any discrepancies, Authorized Cardholder shall cooperate fully and immediately in resolving the discrepancy.

4.05 Cancellation. The District reserves the right, in its sole discretion, to cancel a credit card at any time. Authorized Cardholder will receive notice of such cancellation.

5.0 Uses of Credit Cards:

5.01. Authorized Purchases. Authorized Cardholder is authorized to purchase goods or services that have been budgeted by the Board or are otherwise approved expenses at the time of or prior to the time of purchase. All purchases must be related to and in furtherance of the District's business. Authorized Cardholder shall take all action necessary to ensure that the purchases are tax exempt.

5.02 Types of Prohibited Charges. The following uses are unauthorized credit card purchases:

- A. *Personal Goods and Services;*
- B. *Cash Advances of any kind;*
- C. *Money Orders, Travelers Checks, Gift Cards, or the like; and*
- D. *Purchases made without prior approval.*

5.03 Credit Card Incentives Prohibited. Authorized Cardholder is prohibited from accepting any cash back, mileage points, or other incentives associated with the credit card's use.

5.04 Disputes. If Authorized Cardholder desires to dispute any purchase/transaction, such cardholder shall first contact the merchant to resolve the disputed purchase directly. If the dispute cannot be resolved, the cardholder shall advise the District Accountant. Disputes shall be initiated within thirty (30) days of the bill date on which such disputed transaction first appeared.

6.0 Credit Limits

Credit limits are not to exceed **Ten Thousand dollars (\$10,000.00)** per credit card, for an aggregate maximum limit of **Twenty Thousand dollars (\$20,000.00)**. The District has sole discretion over credit limit increases or decreases.

7.0 Credit Card Security

7.01 Possession and Security. Authorized Cardholder shall keep the credit card in a secure location and use the credit card only under safe and secure circumstances, including, but not limited to, use only on internet sites with Secure Sockets Layer (SSL) encryption.

7.02 Exclusive Use. Only the Authorized Cardholder named on the credit card is authorized to use that credit card. No other person is authorized to use the credit card. The cardholder is ultimately responsible for all purchases charged to their Authorized Cardholder credit card.

7.03 Lost or Stolen Credit Cards. If a credit card is lost or stolen, Authorized Cardholder shall immediately notify the District Accountant. The District Accountant will immediately cause the credit card to be deactivated. The District, in its sole discretion, may authorize the issuance of a new credit card.

8.0 Enforcement

8.01 Audits. The District Accountant may perform periodic audits of credit card use for appropriateness and compliance with this Policy as the District Accountant deems necessary. The District Accountant shall immediately report any discrepancies to the Board and Authorized Cardholder.

8.02 Procedure When a Cardholder Incurs an Unauthorized Charge. If an Authorized Cardholder charges an unauthorized purchase under this Policy on the credit card, the unauthorized purchase shall be paid by Authorized Cardholder directly to the Issuing Bank before the card billing is due and payable. In addition, the charge for any purchase without prior approval, documentation, and a detailed, itemized receipt will not be paid by District. Authorized Cardholder may be required to pay or reimburse the amount of said purchase(s).

8.03 Revocation. The District may revoke the credit card of any Authorized Cardholder who fails to abide this Policy. If Authorized Cardholder credit card is revoked, Authorized Cardholder shall surrender the credit card and all card receipts to the District Accountant

8.04 Termination. If Authorized Cardholder is separated or is no longer affiliated with the District, Authorized Cardholder shall surrender the credit card and all card receipts to the District Accountant upon such separation from the District. The District Accountant shall destroy and timely deactivate the credit card upon receipt.

9.0 Payment

The District Accountant shall timely reconcile and pay the complete billing statement for each credit card. The District is responsible for credit card payments for authorized purchases and liability and such payments will not affect any Authorized Cardholder's personal credit.

EXHIBIT A-1

CREDIT CARD USER ACKNOWLEDGEMENT

I, _____ (Authorized Cardholder user name) acknowledge that on _____ (date), I received a copy of the Blackstone Metropolitan District (the “**District**”) Credit Card Policy (the “**Policy**”), that I read the Policy, understand the Policy, and agree to comply with the Policy. I understand that the District has maximum discretion permitted by law to interpret, administer, change, modify, or delete the Policy at any time. I also understand that any delay or failure by the District to enforce the Policy will not constitute a waiver of the District’s right to do so in the future.

Dated this the ____ day of _____, 20__.

Signature: _____

Print Name: _____

LEGAL REPORT

MANAGEMENT REPORT

Blackstone Metro District MANAGEMENT ACTION ITEMS

Item	Status	Next Action	Notes
GFL Trash Contract Completed	Contract Executed		Continued to work with WM for bins not picked up. Continued to work with GFL/Republic on customer service issues.
Reserve Study	Reserve Analysis Report (Version 1)	Collect questions/comments to review with Richard, with Advanced Reserve Solutions, and schedule a meeting with up to 2 Directors to discuss.	Received Reserve Analysis Report (Version 1) for review.
Ripped Sail at County Club Park	Received quote from Star Playgrounds	Consider for approval at the 2023 August Regular Meeting	Star Playgrounds to research warranty for the fabric. Fabric is covered by warranty, but not the topper. Star Playgrounds can install next Spring 2024 (they're booked through the Fall) or order the parts for another contractor to install.
Tree Replacement	Board approved tree replacement with LandTech		Bob Howey Plant count
Committee Roles and Responsibilities			Board discussed at working session 05.25.23
27851 E. Otero Pl			Sent to Altitude Law
Insurance Claim	Submitted for payment		4A2303GW8V6-0001 Jared & Allison Lerner
Landscape Committee: Streetscape Improvements	Sent community communication		Worked with Carol and Perry on sending email blasts with information regarding construction at community entrances
Board Meeting Sign	Westwind to find storage	Contact Ben/LandTech for storage options	
Delinquency List		Provide breakdown list of delinquent accounts	
Winter Event – Propane Patio Heaters	In progress	Provide quotes for 2-3 propane patio heaters for winter social event December 3, 2023, 10 AM – 12 PM	Social Committee requested 2-3 propane patio heaters for winter social event



QUOTATION

Quote Number: Q11953B
 Quote Date: Jul 14, 2023
 Sales Rep: Hannah Reiter
 hannah@starplaygrounds.com

Playground Equipment * Site Furnishings * Shade Structures * Surfacing

Project:	Proposed For/Bill To:	Contact Name	
Blackstone Metro Park near 26921 E. Clifton Drive Aurora, CO 80016	Westwind Management Group 27 Inverness Drive East Englewood, CO 80112 Cust ID: Westwind Mgmt	Audrey Brown	
		Phone	Email
		303-369-1800 x117	blackstonemetro@westwindmanagement.com

Qty	Item	Description	Unit Price	Amount
	EF	Prices include equipment & freight. Installation not included unless noted. Client agrees to offload equipment & communicate with delivery company.		
1.0	PW PARTS	AMC0512; 20' Tri Shade Fabric. Shadesure Royal Blue for Branch Out Structure.	\$ 2,826.00	\$ 2,826.00
1.0	DISCOUNT	Warranty Coverage	\$- 2,826.00	\$- 2,826.00
1.0	PW PARTS	ZZXX0856; Branch Out Tree Top Retro Kit	\$ 1,132.00	\$ 1,132.00
1.0	Install	Star Playgrounds Certified Installation of fabric and top	\$ 7,080.00	\$ 7,080.00

See Terms & Conditions on last page

Star Playgrounds
 9892 Titan Park Circle, Unit 1, Littleton, CO 80125
 Office: 303.791.7626 www.starplaygrounds.com

Subtotal	\$ 8,212.00
Sales Tax	\$ 96.22
TOTAL	\$ 8,308.22



TERMS & CONDITIONS

All Quotations and Sales Orders will be subject to the following terms and conditions.

Purchase Terms

- Prices are valid for 30 days unless otherwise indicated.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, permits, 3rd party audits or private locates.
- Any applicable taxes or fees will be added to the final invoice unless a tax-exempt certificate is provided.
- A 50% deposit required at time of order unless expressly waived by Star Playgrounds.
- Orders under \$1,000.00 require payment in full to initiate.
- Balances are due 30 days from date of final completion, or ship date for direct ship orders.
- Late fees/interest at the rate of 18% per annum (1.5% monthly), will be charged on all accounts 60 days past due.
- Pricing is CASH pricing and includes a 3.5% discount. Use of a credit card, or other non-cash basis of payment will remove this discount.
- Pricing quoted is based on our standard insurance certificate. If additional coverages are required, pricing subject to change.
- A 25% restocking fee, plus any return freight charges apply to orders canceled more than 5 business days from date on page one.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery

- Pricing does not include unloading, inventory, or storage of equipment prior to installation unless noted.
- After 90 days, a storage fee equal to the trailer storage costs plus \$350 per month will be assessed for all equipment stored.
- Stored equipment or delayed deliveries do not excuse the customer from its obligation to pay under the same terms as the original delivery/installation schedule.

Lead Times

- During these challenging times and due to issues beyond our control, we are facing longer lead times than usual. Ship dates change continuously. Please contact your sales rep for current estimated lead times.
- Star Playgrounds will not be responsible for changes in lead times and will not accept responsibility for damages due to project delays out of their control.

Installation

- Installation is not included unless expressly noted. It is the customer's responsibility to assemble, install and use the products safely and in accordance with the manufacturer's instructions unless expressly agreed otherwise by Star Playgrounds. Customer is responsible for unloading and verifying that the shipment is in complete and good condition if we are not providing installation. Star Playgrounds is not responsible for any shipping damages if they are not noted to the trucking company at the time of delivery. Damaged/short shipments must be reported within 24 hours. Lift-gates are not guaranteed, even if requested and drivers are not required to help unload.
- Pricing excludes turf protection/repair unless otherwise noted.
- Owner is responsible for providing water, power and direct truck access to site for installation. Failure to properly prepare the site by the scheduled date of installation will result in liquidated damages of \$250 per day.
- Skidsteers and heavy equipment can leave marks on concrete during installation, unloading or tear out. Star Playgrounds will sweep/clean upon completion but is not responsible for repairs. Some marks may remain visible but will fade over time.
- **TRAFFIC CONTROL** Any traffic control that is needed for a project is the customer's responsibility.
- **SITE PREPARATION** Pricing excludes all site preparation, including but not limited to: grading, excavation, curbing, ramps and drainage unless otherwise noted. If customer is preparing site, pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.

Installation Continued

- **LANDSCAPING/IRRIGATION/UTILITY** Star Playgrounds will obtain main utility locates from 811. Owner is responsible for locating private and all other utilities, irrigation and drainage system components. Please turn off sprinkler systems one week prior to installation to avoid site damage due to wet ground. Customer agrees that Star Playgrounds, its employees and/or subcontractors are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by the customer. The customer further agrees that without properly marked utility and irrigation lines, the customer shall be responsible for costs incurred to repair any damages, all costs for medical treatment in the event of injury, and any related costs due to delay in the project. In the unlikely event that Star Playgrounds damages any utilities, we will help facilitate repair, but will not be solely responsible for any repair costs or held liable for project delays.
- **ROCK** Pricing is based on normal soil conditions. In the event that soil, or rock conditions interfere with normal installation time and procedures, additional fees and change orders may apply. Should the situation arise, problems & solutions will be discussed with the customer prior to incurring any additional costs.

Shade

- Footers and required fasteners are included unless otherwise noted.
- Site plan approval, permits, permitting fees, plans, engineering drawings, and surveying are specifically excluded unless otherwise noted.
- Electrical, other cutouts and ornamentation are not included unless noted.
- Sealed Engineered Drawings and Calcs are version Colorado IBC 2021 unless otherwise noted.
- Local code requirements are not the responsibility of Star Playgrounds.
- Star Playgrounds will install shade in accordance with the customer's requests. This includes location and height. Note, when determining the location for your shade sail, it is important to keep in mind the movement of the sun across the sky throughout the day. The shade shadow will, of course, move as the sun moves. Star Playgrounds will not move/rotate shade at no cost if desired shadow is not achieved on initial installation.
- Manufacturer recommends removing shade fabric in the winter months.

Surfacing/Drainage

- Customer is responsible for identifying drainage issues before installation.
- Star Playgrounds is not responsible for drainage issues caused by extraordinary weather, natural settling or uncontrollable circumstances.
- **CONCRETE** Concrete forms can leave voids after removal. Gaps between old and new concrete may also occur. Concrete will be poured when weather is appropriate, but we are not responsible for weather or acts of God. Cracking is typical and does not affect the integrity of the concrete.
- **POURED-IN-PLACE (PIP)** Some colors of PIP surfacing are subject to "ambering". Ask your sales rep if your color choice is included. Due to our climate, perimeter gaps and graphic seams are typical and do not affect the integrity of the surfacing and will not be a warranty issue.
- **TURF** Turf will be installed to manufacturer's specifications, however occasionally seams may be visible. This does not affect the integrity of the surfacing and will not be a warranty issue.

General Terms

- Site security includes orange temporary (snow) fence only. Chain link fence and all other security options are available at additional cost.
- Multiple phases/mobilizations are not included unless noted. This includes installing shade fabrics.
- Prices are inclusive of all components listed. If additions/subtractions are made, prices may change.
- Renderings, color choices and custom items are conceptual only and delivered/installed product may vary.

Contact your sales rep named on page one for questions, clarifications or details on any of these Terms & Conditions.

Jordan Devine

Subject: FW: Form record received

Hello, please see the below and present to the board for their decision. Homeowner says there is a lot of people that use that path to go to the clubhouse.



-----Original Message-----

Sent: Monday, July 17, 2023 9:49 AM

Subject: Form record received

Subject: pathway

Message: There is a pathway between 2 houses on Quantock Way that connects to the driving range. I would like to contact whoever is responsible for maintaining it. It's not paved and it would nice to see it paved with either concrete or asphalt. Would you please let me know who I should contact regarding this issue?

Association Name: Blackstone

Property Address: 7781 S QUEENSBURG WAY

CAPITAL PROJECTS

Jordan Devine

From: Erik Spring

Sent: Tuesday, August 8, 2023 8:48 AM

Subject: RE: Blackstone additional services request

Good morning,

Here's a rundown of where things stand. The attached map can be used to reference the areas numbered below, this is how we're keeping track of the areas in the field:

Area 1 - South corner wall is constructed and ready for stone veneer. They're waiting for veneer material to be delivered. Delivery is expected to be at least a month. North corner, needs electrical to be moved prior to building the walls. No update from Xcel. Trees have been relocated.

Area 2 – West corner walls currently being built. East corner, irrigation lines have been rerouted for the new walls. Waiting on electrical to be moved prior to building walls. No update on Xcel here either but both of the applications have been submitted.

Area 3 – West corner walls have just been finished and are ready for brick/stone. East corner walls are complete and ready for brick/stone.

Area 4 – Demo of existing wall in the roundabout has been complete. Trees from the median are being relocated to the Smoky Hill entrance. Site prep being completed in the Median area.

Area 5 & 6 – Locates were ordered on Friday as this is the next area to start once they verify the utilities. Extra diligence is being taken with utility locates now due to past experiences.

Let me know if you need anything else,



Erik Spring PLA, ASLA
Principal

303.664.5301 | d. 720.573.6504 | dcla.net
211 N Public Rd, suite 200, Lafayette, CO 80026





**DESIGN
CONCEPTS**

Community + Landscape Architects
211 North Public Road, Suite 200
Lafayette CO 80026
303 664 5301 www.dcds.net

**BLACKSTONE METRO DISTRICT
STREETSCAPE IMPROVEMENTS**

AURORA, CO

Project No.: 22145.00

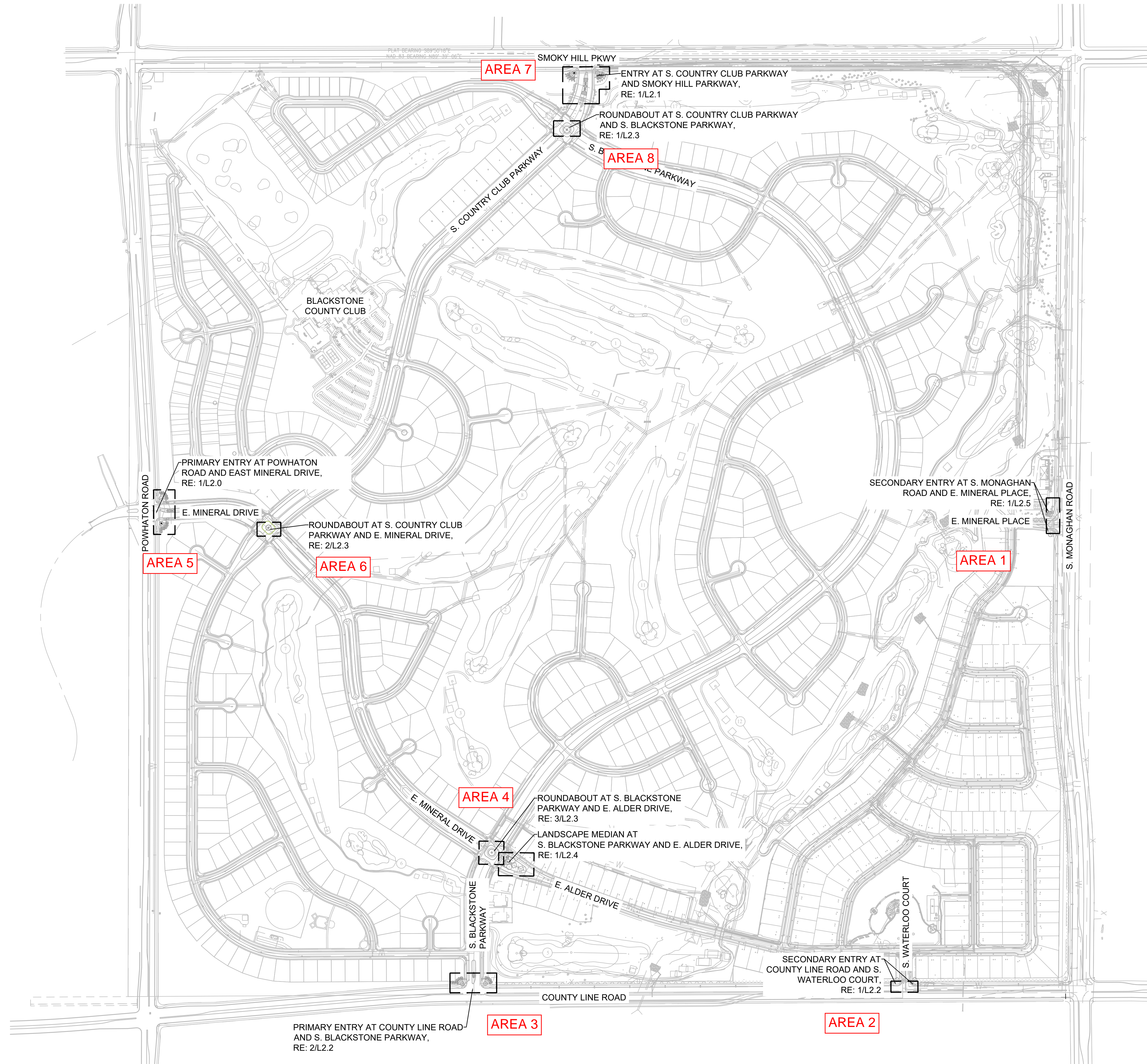
Issued For: Construction Set Date: 05.05.23

Drafted By: MR, PG
Checked By: ES

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, used or disclosed.

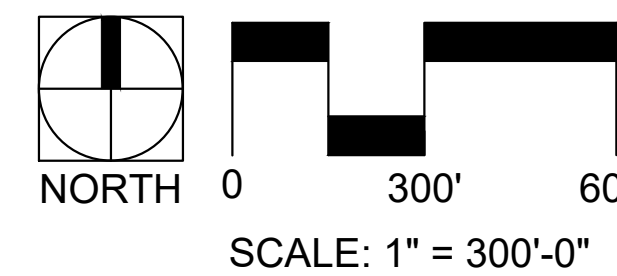
**OVERALL SITE
PLAN**

L1.0



1 OVERALL SITE PLAN

Scale: 1" = 300'-0"





DESIGN CONCEPTS

Community + Landscape Architects

April 14, 2023

Carol Hesketh
Blackstone Metro District
(714) 501-1364
Heskethcarol@gmail.com

Re: Blackstone – Site Improvements | Additional Service Request for Construction Related Support

Dear Carol:

Design Concepts was asked to prepare a proposal to provide the District with additional support through the construction period. Our original proposal includes a basic amount of time for this support, and we understand the District could use additional support. We will assist with representing the Owner during construction to help ensure the construction adheres to the plans and specifications. We will stay in touch with the contractor and visit the site to observe construction and coordinate with the Contractor. This proposal includes time for more project management, weekly site visits for observations, review of Contractor’s payment requests, and coordination of discussions between the Owner, Architect, and Contractor. This proposal is based on the assumption that the construction period will be between May 1, 2020 and October 31, 2023.

Total Additional Service Amount requested: **\$26,950.00**

This fee request is illustrated below. **Gray** is currently contracted items, and **blue** is proposed additional scope.

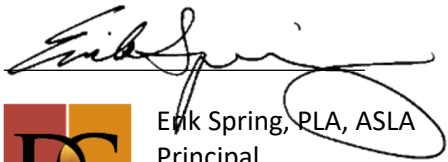
PROJECT TASKS	Principal \$185	Sr. PM \$130	PM \$115	Designer/ Irrigation \$105	Admin \$80	Task Fee
Task 4: Construction Related Support						
Bid Evaluation	4		4			\$1,200.00
Answer RFI's	4		16			\$2,580.00
Review Submittals & Shop Drawings	2		8			\$1,290.00
Site Visits (5)	8		22			\$4,010.00
Site Visits (20)	40		90			\$17,750.00
Review Change Orders & Request for Pymts	8		30			\$4,930.00
Punch List Walk Through			6			\$690.00
Post Punch Walk Through	6					\$1,110.00
11-Month Warranty Walk Through			8			\$920.00
22-Month Warranty Walk Through						\$0.00
As-Built Drawings	1		1	4		\$720.00
Original Scope						\$9,290.00
Additional Request						\$25,910.00

Reimbursable Expenses							
Mileage							\$300.00
Mileage							\$1,040.00
Original Scope							\$300.00
Additional Request							\$1,040.00
Total Additional Request							\$26,950.00

This amount requested will revise our contract amount as shown below:

	Addtl Amt	Total
Original contract amount	-	\$46,790.00
Contract amount (3/7/2022)	\$18,755.00	\$65,545.00
Contract amount (7/15/2022)	\$46,910.00	\$112,455.00
Contract amount (4/6/2023)	\$26,950.00	\$139,405.00

Sincerely,




Erik Spring, PLA, ASLA
Principal
eriks@dcla.net
April 14, 2023

Acceptance of Additional Service Request

In reference to the Proposal from Design Concepts signed and dated effective October 7, 2021, Design Concepts and Client hereby agree to make the following changes to the scope and other terms as set forth below. To the extent that any of the below terms conflict with either the original Proposal or the Terms and Conditions attached thereto, the language of this Additional Service Request will control. Except as stated below, all other terms of the Proposal and Terms and Conditions remain in force and effect.

The below signatures indicate acceptance of this Change Order and agreement to be bound by its terms.

Bishop & Layton Design, Inc., dba Design Concepts CLA, Inc.	Blackstone Metropolitan District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____