



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 134386

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 509 Heron St., Brighton, CO 80014

Date of Agreement: February 17, 2026

CO67: Boring at Skyline Golf Trail

THIS CHANGE ORDER dated 2/17/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$22,649.90

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 [environmentaldesigns.com](http://environmentaldesigns.com)

EXHIBIT A  
Change in Scope (the "Change")

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

CO67: Boring at Skyline Golf Trail

| Description                        | Quantity | Unit | Unit Price | Price       |
|------------------------------------|----------|------|------------|-------------|
| CO67: Boring at Skyline Golf Trail | 1.00     | EA   | 22,649.90  | 22,649.90   |
| Group Total                        |          |      |            | \$22,649.90 |

## CHANGE ORDER

### Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 68

Change Order Date: 02/24/2026

#### CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO68: Stormwater Along Skyline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

|                                                              |                |
|--------------------------------------------------------------|----------------|
| <b><u>CHANGE TO AGREEMENT PRICE</u></b>                      |                |
| Original Agreement Price .....                               | \$6,114,678.20 |
| Change to Agreement Price due to this Change Order .....     | \$2,666.16     |
| New Agreement Price including this Change Order .....        | \$6,117,344.36 |
| <b><u>CHANGE TO AGREEMENT TIME</u></b>                       |                |
| Current Agreement Completion Date .....                      | October 2025   |
| Change to Agreement Completion Date due to this Change Order |                |
| New Agreement Completion Date .....                          | July 2026      |

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN  
DISTRICT

\_\_\_\_\_  
Name: Rachael Shuler

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Construction Coordinator

\_\_\_\_\_  
Title:



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 134617

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: February 24, 2026

CO68: Stormwater Along Skyline

THIS CHANGE ORDER dated 2/24/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$2,666.16

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

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**EXHIBIT A**  
**Change in Scope (the "Change")**

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

**CO68: Stormwater Along Skyline**

| Description                    | Quantity | Unit | Unit Price | Price             |
|--------------------------------|----------|------|------------|-------------------|
| Straw Wattle 9"x25'            | 1.00     | EA   | 2,500.25   | 2,500.25          |
| Wooden Stake for wattles (142) | 1.00     | EA   | 165.91     | 165.91            |
| <b>Group Total</b>             |          |      |            | <b>\$2,666.16</b> |

## CHANGE ORDER

### Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 69

Change Order Date: 03/09/2026

#### CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO69: Boring at Skyline and Alpine

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

|                                                              |                |
|--------------------------------------------------------------|----------------|
| <b><u>CHANGE TO AGREEMENT PRICE</u></b>                      |                |
| Original Agreement Price .....                               | \$6,114,678.20 |
| Change to Agreement Price due to this Change Order .....     | \$58,163.70    |
| New Agreement Price including this Change Order .....        | \$6,172,841.90 |
| <b><u>CHANGE TO AGREEMENT TIME</u></b>                       |                |
| Current Agreement Completion Date .....                      | October 2025   |
| Change to Agreement Completion Date due to this Change Order |                |
| New Agreement Completion Date .....                          | July 2026      |

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN  
DISTRICT

\_\_\_\_\_  
Name: Rachael Shuler

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Construction Coordinator

\_\_\_\_\_  
Title:



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 135013

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: March 9, 2026

CO69: Boring at Skyline and Alpine

THIS CHANGE ORDER dated 3/9/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 16 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$58,163.70

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

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## EXHIBIT A

### Change in Scope (the "Change")

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

#### CO69: Boring at Skyline and Alpine

| Description                        | Quantity | Unit | Unit Price | Price     |
|------------------------------------|----------|------|------------|-----------|
| CO69: Boring at Skyline and Alpine | 1.00     | EA   | 24,312.40  | 24,312.40 |

---

|                    |  |  |  |                    |
|--------------------|--|--|--|--------------------|
| <b>Group Total</b> |  |  |  | <b>\$24,312.40</b> |
|--------------------|--|--|--|--------------------|

#### SLeeving for Skyline Bores

| Description         | Quantity | Unit | Unit Price | Price     |
|---------------------|----------|------|------------|-----------|
| Sleeving (2")       | 600.00   | LF   | 12.64      | 7,584.00  |
| Sleeving (4")       | 160.00   | LF   | 16.88      | 2,700.80  |
| Sleeving (6")       | 140.00   | LF   | 32.27      | 4,517.80  |
| Sleeving (10" HDPE) | 150.00   | LF   | 58.13      | 8,719.50  |
| Sleeving (8")       | 280.00   | LF   | 36.89      | 10,329.20 |

---

|                    |  |  |  |                    |
|--------------------|--|--|--|--------------------|
| <b>Group Total</b> |  |  |  | <b>\$33,851.30</b> |
|--------------------|--|--|--|--------------------|

## CHANGE ORDER

### Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 70

Change Order Date: 03/09/2026

#### CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO70: Boring at Skyline and Buttercup

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

|                                                              |                |
|--------------------------------------------------------------|----------------|
| <b><u>CHANGE TO AGREEMENT PRICE</u></b>                      |                |
| Original Agreement Price .....                               | \$6,114,678.20 |
| Change to Agreement Price due to this Change Order .....     | \$24,329.41    |
| New Agreement Price including this Change Order .....        | \$6,139,007.61 |
| <b><u>CHANGE TO AGREEMENT TIME</u></b>                       |                |
| Current Agreement Completion Date .....                      | October 2025   |
| Change to Agreement Completion Date due to this Change Order |                |
| New Agreement Completion Date .....                          | July 2026      |

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN  
DISTRICT

\_\_\_\_\_  
Name: Rachael Shuler

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Construction Coordinator

\_\_\_\_\_  
Title:



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 135014

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 509 Heron St., Brighton, CO 80014

Date of Agreement: March 9, 2026

CO70: Boring at Skyline and Buttercup

THIS CHANGE ORDER dated 3/9/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$24,329.41

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 [environmentaldesigns.com](http://environmentaldesigns.com)

**EXHIBIT A**  
**Change in Scope (the "Change")**

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

**CO70: Boring at Skyline and Buttercup**

| Description                           | Quantity | Unit | Unit Price | Price              |
|---------------------------------------|----------|------|------------|--------------------|
| CO70: Boring at Skyline and Buttercup | 1.00     | EA   | 24,329.41  | 24,329.41          |
| <b>Group Total</b>                    |          |      |            | <b>\$24,329.41</b> |

## CHANGE ORDER

### Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 71

Change Order Date: 03/12/2026

#### CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO71: Stormwater Along Skyline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

|                                                              |                |
|--------------------------------------------------------------|----------------|
| <b><u>CHANGE TO AGREEMENT PRICE</u></b>                      |                |
| Original Agreement Price .....                               | \$6,114,678.20 |
| Change to Agreement Price due to this Change Order .....     | \$2,998.60     |
| New Agreement Price including this Change Order .....        | \$6,117,676.80 |
| <b><u>CHANGE TO AGREEMENT TIME</u></b>                       |                |
| Current Agreement Completion Date .....                      | October 2025   |
| Change to Agreement Completion Date due to this Change Order |                |
| New Agreement Completion Date .....                          | July 2026      |

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN  
DISTRICT

\_\_\_\_\_  
Name: Rachael Shuler

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Construction Coordinator

\_\_\_\_\_  
Title:



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 135147

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: March 12, 2026

CO71: Stormwater Along Skyline

THIS CHANGE ORDER dated 3/12/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 2 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$2,998.60

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 [environmentaldesigns.com](http://environmentaldesigns.com)

**EXHIBIT A**  
**Change in Scope (the "Change")**

The Client and the Contractor agree that the scope for the "Work" included in this Agreement will change as follows:  
**CO71: Stormwater Along Skyline**

| Description                    | Quantity | Unit | Unit Price | Price             |
|--------------------------------|----------|------|------------|-------------------|
| Straw Wattle 9"x25'            | 1.00     | EA   | 2,812.78   | 2,812.78          |
| Wooden Stake for wattles (142) | 1.00     | EA   | 185.82     | 185.82            |
| <b>Group Total</b>             |          |      |            | <b>\$2,998.60</b> |

## CHANGE ORDER

### Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 72

Change Order Date: 03/12/2026

#### CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

Description of change (use attachment if necessary) made to the Agreement:

CO72: Hand Digging Skyline Mainline

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

|                                                              |                |
|--------------------------------------------------------------|----------------|
| <b><u>CHANGE TO AGREEMENT PRICE</u></b>                      |                |
| Original Agreement Price .....                               | \$6,114,678.20 |
| Change to Agreement Price due to this Change Order .....     | \$5,850.91     |
| New Agreement Price including this Change Order .....        | \$6,117,676.80 |
| <b><u>CHANGE TO AGREEMENT TIME</u></b>                       |                |
| Current Agreement Completion Date .....                      | October 2025   |
| Change to Agreement Completion Date due to this Change Order |                |
| New Agreement Completion Date .....                          | July 2026      |

ENVIRONMENTAL DESIGNS, INC.

VISTA RIDGE METROPOLITAN  
DISTRICT

\_\_\_\_\_  
Name: Rachael Shuler

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: Construction Coordinator

\_\_\_\_\_  
Title:



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

## CHANGE ORDER

EDLLC Contact: Nicholas Tobey

Agreement #: 135148

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: March 12, 2026

CO72: Hand Digging Skyline Mainline

THIS CHANGE ORDER dated 3/12/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 6 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$5,850.91

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

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**EXHIBIT A**  
**Change in Scope (the "Change")**

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

**CO72: Hand Digging Skyline Mainline**

| Description                     | Quantity | Unit | Unit Price | Price             |
|---------------------------------|----------|------|------------|-------------------|
| Digging By Hand along Utilities | 104.00   | HR   | 60.45      | 6,287.27          |
| Trenching Credit                | -3.00    | HR   | 145.45     | -436.36           |
| <b>Group Total</b>              |          |      |            | <b>\$5,850.91</b> |

VISTA RIDGE METROPOLITAN DISTRICT  
Claims Paid 1-17-26 through 3-11-26

| Paid From Bill.com | Vendor                        | Ref #          | Account Name                     | Amount      |
|--------------------|-------------------------------|----------------|----------------------------------|-------------|
| 2/3/2026           | CEM Lake Management           | 3630           | Pond maintenance (Pond 20)       | \$ 1,990.00 |
| 2/3/2026           | CliftonLarsonAllen LLP        | L251799539     | Accounting                       | 2,935.78    |
| 2/3/2026           | Critter Gitterz               | 13042          | Landscape - other projects       | 300.00      |
| 2/3/2026           | Diversified Underground, Inc. | 33600          | Capital outlay                   | 1,888.00    |
| 2/3/2026           | Environmental Designs         | CD50621256     | Snow removal                     | 2,695.28    |
| 2/3/2026           | Environmental Designs         | CD50631461     | Landscape - monthly contract     | 19,115.12   |
| 2/3/2026           | Environmental Designs         | PJ99002869     | Landscape and irrigation project | 383,316.51  |
| 2/3/2026           | Environmental Designs         | PJ99002869.CO  | Landscape and irrigation project | 9,792.90    |
| 2/3/2026           | Environmental Designs         | PJ99002935     | Landscape and irrigation project | 217,783.00  |
| 2/3/2026           | Environmental Designs         | PJ99002935.CO  | Landscape and irrigation project | 17,432.72   |
| 2/3/2026           | Environmental Designs         | PJ99003082     | Landscape and irrigation project | 111,222.65  |
| 2/3/2026           | Environmental Designs         | PJ99003082.CO  | Landscape and irrigation project | 77,248.58   |
| 2/3/2026           | Erb Law, LLC                  | 1326           | Legal                            | 1,388.86    |
| 2/3/2026           | Jones Commercial Fencing LLC  | 2145           | Fence and sign maintenance       | 45,920.00   |
| 2/3/2026           | LDUBS Lights                  | 26115          | Holiday lighting                 | 3,500.00    |
| 2/3/2026           | Public Alliance               | 1949           | Field supervision                | 385.81      |
| 2/3/2026           | Public Alliance               | 1949           | District management              | 3,964.00    |
| 2/3/2026           | Public Alliance               | 1949           | Field supervision                | 5,510.00    |
| 2/3/2026           | Public Alliance               | 1949           | Capital outlay                   | 13,890.50   |
| 2/3/2026           | Quantum Pump & Controls       | 12880          | Water distribution system        | 595.00      |
| 2/3/2026           | Town of Erie                  | INV10374       | Utilities                        | 4,700.03    |
| 2/3/2026           | UMB Bank NA                   | 1033574        | Paying agent fees                | 400.00      |
| 2/3/2026           | UNCC                          | 225121479      | Capital outlay                   | 74.48       |
| 2/9/2026           | Environmental Designs         | PJ99003111     | Landscape and irrigation project | 47,291.91   |
| 2/9/2026           | Environmental Designs         | PJ99003111.CO  | Landscape and irrigation project | 68,672.91   |
| 2/10/2026          | Environmental Designs         | CD50632296     | Landscape - other projects       | 8,712.50    |
| 2/11/2026          | Colorado Lighting Inc         | N1357944       | Monument lighting                | 25.00       |
| 3/6/2026           | CliftonLarsonAllen LLP        | L261056639     | Accounting                       | 4,114.40    |
| 3/6/2026           | Colorado Lighting Inc         | N1362730       | Monument lighting                | 25.00       |
| 3/6/2026           | Critter Gitterz               | 13270          | Landscape - other projects       | 300.00      |
| 3/6/2026           | Critter Gitterz               | 13636          | Landscape - other projects       | 300.00      |
| 3/6/2026           | Diversified Underground, Inc. | 33780          | Capital outlay                   | 2,774.00    |
| 3/6/2026           | Environmental Designs         | CD50612446     | Landscape - other projects       | 900.00      |
| 3/6/2026           | Environmental Designs         | CD50613617     | Landscape - other projects       | 8,370.00    |
| 3/6/2026           | Environmental Designs         | CD50638036     | Landscape - monthly contract     | 19,115.12   |
| 3/6/2026           | Environmental Designs         | CD50640105     | Snow removal                     | 170.00      |
| 3/6/2026           | Environmental Designs         | CD50640314     | Landscape - other projects       | 8,539.00    |
| 3/6/2026           | Environmental Designs         | CD50642008     | Landscape - other projects       | 10,030.00   |
| 3/6/2026           | Environmental Designs         | CD50642153     | Landscape - other projects       | 8,289.20    |
| 3/6/2026           | Environmental Designs         | CD50644535     | Landscape - other projects       | 13,047.50   |
| 3/6/2026           | Environmental Designs         | PJ99002899.CO  | Landscape and irrigation project | 37,758.80   |
| 3/6/2026           | Environmental Designs         | PJ99003156     | Landscape and irrigation project | 26,656.48   |
| 3/6/2026           | Environmental Designs         | PJ99003156 - 1 | Landscape and irrigation project | 42,551.33   |
| 3/6/2026           | Environmental Designs         | PJ99003187     | Landscape and irrigation project | 78,782.96   |

**Paid From Bill.com (Continued)**

|           |                              |            |                                  |                        |
|-----------|------------------------------|------------|----------------------------------|------------------------|
| 3/6/2026  | Environmental Designs        | PJ99003188 | Landscape and irrigation project | 7,441.40               |
| 3/6/2026  | Erb Law, LLC                 | 1366       | Legal                            | 8,753.51               |
| 3/6/2026  | Public Alliance              | 2084       | Field supervision                | 3,204.42               |
| 3/6/2026  | Public Alliance              | 2084       | Field supervision                | 4,921.00               |
| 3/6/2026  | Public Alliance              | 2084       | Capital outlay                   | 8,538.50               |
| 3/6/2026  | Public Alliance              | 2084       | District management              | 10,466.50              |
| 3/6/2026  | Special District Association | SDA 2026   | Dues and Membership              | 1,023.38               |
| 3/6/2026  | Town of Erie                 | INV10419   | Utilities                        | 5,423.77               |
| 3/6/2026  | UNCC                         | 226011463  | Capital outlay                   | 142.88                 |
| 3/11/2026 | Environmental Designs        | CD50605274 | Landscape - monthly contract     | 9,237.50               |
| 3/11/2026 | Environmental Designs        | CD50616638 | Landscape - monthly contract     | 9,237.50               |
| Subtotal  |                              |            |                                  | <u>\$ 1,380,865.69</u> |

| <b>Paid Via ACH/Wire</b> | <b>Vendor</b> | <b>Ref #</b>  | <b>Account Name</b> | <b>Amount</b>                 |
|--------------------------|---------------|---------------|---------------------|-------------------------------|
| 1/27/2026                | United Power  | 13071100Dec26 | Utilities           | \$ 719.84                     |
| 1/27/2026                | United Power  | 7127501Dec26  | Utilities           | 38.09                         |
| 1/27/2026                | United Power  | 7447601Dec26  | Utilities           | 34.04                         |
| 1/27/2026                | United Power  | 8054301Dec26  | Utilities           | 266.10                        |
| 1/27/2026                | United Power  | 8251601Dec26  | Utilities           | 121.27                        |
| 1/27/2026                | United Power  | 8251701Dec26  | Utilities           | 112.74                        |
| 1/27/2026                | United Power  | 8561300Dec26  | Utilities           | 1,059.79                      |
| 2/10/2026                | United Power  | 22224900Dec26 | Utilities           | 37.54                         |
| 3/4/2026                 | Town of Erie  | 2062026       | Utilities           | 221.41                        |
| Subtotal                 |               |               |                     | <u>\$ 2,610.82</u>            |
| <b>Grand Total</b>       |               |               |                     | <u><b>\$ 1,383,476.51</b></u> |

**VISTA RIDGE METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2025**

**Vista Ridge Metro District**  
**Balance Sheet - Governmental Funds**  
**December 31, 2025**

|                                     | General                | Conservation<br>Trust | Debt Service           | Capital Projects       | Total                  |
|-------------------------------------|------------------------|-----------------------|------------------------|------------------------|------------------------|
| Assets                              |                        |                       |                        |                        |                        |
| Checking Account                    | \$ 133,850.41          | \$ -                  | \$ -                   | \$ 337,275.04          | \$ 471,125.45          |
| Colotrust                           | 769,179.75             | 37,150.14             | 255,132.47             | 1,904,954.84           | 2,966,417.20           |
| Receivable from County Treasurer    | 6.27                   | -                     | 5.51                   | -                      | 11.78                  |
| Property Tax Receivable             | 3,058,978.00           | -                     | 2,691,901.00           | -                      | 5,750,879.00           |
| Prepaid Insurance                   | 450.00                 | -                     | -                      | -                      | 450.00                 |
| Total Assets                        | <u>\$ 3,962,464.43</u> | <u>\$ 37,150.14</u>   | <u>\$ 2,947,038.98</u> | <u>\$ 2,242,229.88</u> | <u>\$ 9,188,883.43</u> |
| Liabilities                         |                        |                       |                        |                        |                        |
| Accounts Payable                    | \$ 152,895.37          | \$ -                  | \$ 400.00              | \$ 1,207,683.18        | \$ 1,360,978.55        |
| Due to Golf Course                  | 5,453.87               | -                     | -                      | -                      | 5,453.87               |
| Total Liabilities                   | <u>158,349.24</u>      | <u>-</u>              | <u>400.00</u>          | <u>1,207,683.18</u>    | <u>1,366,432.42</u>    |
| Deferred Inflows of Resources       |                        |                       |                        |                        |                        |
| Deferred Property Tax               | 3,058,978.00           | -                     | 2,691,901.00           | -                      | 5,750,879.00           |
| Total Deferred Inflows of Resources | <u>3,058,978.00</u>    | <u>-</u>              | <u>2,691,901.00</u>    | <u>-</u>               | <u>5,750,879.00</u>    |
| Fund Balances                       | <u>745,137.19</u>      | <u>37,150.14</u>      | <u>254,737.98</u>      | <u>1,034,546.70</u>    | <u>2,071,572.01</u>    |
| Liabilities and Fund Balances       | <u>\$ 3,962,464.43</u> | <u>\$ 37,150.14</u>   | <u>\$ 2,947,038.98</u> | <u>\$ 2,242,229.88</u> | <u>\$ 9,188,883.43</u> |

See selected information.

**Vista Ridge Metro District**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2025**

|                                      | <u>Annual Budget</u>  | <u>Actual</u>         | <u>Variance</u>        |
|--------------------------------------|-----------------------|-----------------------|------------------------|
| Revenues                             |                       |                       |                        |
| System Development Fees              | \$ -                  | \$ 54,678.36          | \$ (54,678.36)         |
| Property taxes                       | 2,951,342.00          | 2,947,843.88          | 3,498.12               |
| Specific ownership taxes             | 222,000.00            | 224,780.10            | (2,780.10)             |
| Interest Income                      | 60,000.00             | 53,750.91             | 6,249.09               |
| Water revenue – Golf Course          | 70,000.00             | 104,203.14            | (34,203.14)            |
| Water revenue – Other                | 500.00                | -                     | 500.00                 |
| Other Revenue                        | -                     | 7,152.96              | (7,152.96)             |
| Total Revenue                        | <u>3,303,842.00</u>   | <u>3,392,409.35</u>   | <u>(88,567.35)</u>     |
| Expenditures                         |                       |                       |                        |
| Accounting                           | 52,000.00             | 61,209.41             | (9,209.41)             |
| Auditing                             | 6,000.00              | 5,600.00              | 400.00                 |
| County Treasurer's Fee               | 44,270.00             | 44,259.74             | 10.26                  |
| Dues and Membership                  | -                     | 961.50                | (961.50)               |
| Insurance                            | 32,000.00             | 27,436.00             | 4,564.00               |
| District management                  | 70,000.00             | 91,931.50             | (21,931.50)            |
| Legal                                | 68,000.00             | 45,734.86             | 22,265.14              |
| Miscellaneous                        | 5,000.00              | 185.39                | 4,814.61               |
| Election                             | 15,000.00             | 3,951.00              | 11,049.00              |
| Landscape - monthly contract         | 150,000.00            | 118,526.00            | 31,474.00              |
| Landscape - irrigation repairs       | 50,000.00             | 44,471.38             | 5,528.62               |
| Landscape - other projects           | 50,000.00             | 37,653.91             | 12,346.09              |
| Fence and Sign Maintenance           | 60,000.00             | 51,377.00             | 8,623.00               |
| Snow removal                         | 30,000.00             | 17,105.28             | 12,894.72              |
| Utilities                            | 70,000.00             | 86,843.34             | (16,843.34)            |
| Water system mgmt. fee - Golf Course | 35,000.00             | 32,457.26             | 2,542.74               |
| Town of Erie pond capital            | 10,000.00             | 10,000.00             | -                      |
| Pond maintenance (Pond 20)           | 10,000.00             | 7,960.00              | 2,040.00               |
| Field supervision                    | 70,000.00             | 91,633.28             | (21,633.28)            |
| Tree and shrub replacement           | 50,000.00             | 61,801.36             | (11,801.36)            |
| Trails                               | 50,000.00             | -                     | 50,000.00              |
| Monument lighting                    | 2,500.00              | 1,217.19              | 1,282.81               |
| Holiday lighting                     | 12,000.00             | 12,600.00             | (600.00)               |
| Water distribution system            | 25,000.00             | -                     | 25,000.00              |
| Irrigation water quality (Pond 17)   | 10,000.00             | 16,040.20             | (6,040.20)             |
| Annual water lease                   | 20,000.00             | 17,955.60             | 2,044.40               |
| Contingency                          | 63,230.00             | -                     | 63,230.00              |
| Total Expenditures                   | <u>1,060,000.00</u>   | <u>888,911.20</u>     | <u>171,088.80</u>      |
| Other Financing Sources (Uses)       |                       |                       |                        |
| Transfers to other fund              | (2,200,000.00)        | (2,200,000.00)        | -                      |
| Total Other Financing Sources (Uses) | <u>(2,200,000.00)</u> | <u>(2,200,000.00)</u> | <u>-</u>               |
| Net Change in Fund Balances          | 43,842.00             | 303,498.15            | (259,656.15)           |
| Fund Balance - Beginning             | 406,642.00            | 441,639.04            | (34,997.04)            |
| Fund Balance - Ending                | <u>\$ 450,484.00</u>  | <u>\$ 745,137.19</u>  | <u>\$ (294,653.19)</u> |

See selected information.

**Vista Ridge Metro District**  
**Conservation Trust Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2025**

|                                  | <u>Annual Budget</u> | <u>Actual</u>       | <u>Variance</u>       |
|----------------------------------|----------------------|---------------------|-----------------------|
| Revenues                         |                      |                     |                       |
| Conservation Trust Fund proceeds | \$ 40,000.00         | \$ 36,174.11        | \$ 3,825.89           |
| Interest Income                  | -                    | 976.03              | (976.03)              |
| Total Revenue                    | <u>40,000.00</u>     | <u>37,150.14</u>    | <u>2,849.86</u>       |
| Expenditures                     |                      |                     |                       |
| Conservation Trust Projects      | 40,000.00            | -                   | 40,000.00             |
| Total Expenditures               | <u>40,000.00</u>     | <u>-</u>            | <u>40,000.00</u>      |
| Net Change in Fund Balances      | -                    | 37,150.14           | (37,150.14)           |
| Fund Balance - Beginning         | -                    | -                   | -                     |
| Fund Balance - Ending            | <u>\$ -</u>          | <u>\$ 37,150.14</u> | <u>\$ (37,150.14)</u> |

See selected information.

## SUPPLEMENTARY INFORMATION

**Vista Ridge Metro District**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2025**

|                             | <u>Annual Budget</u> | <u>Actual</u>        | <u>Variance</u>       |
|-----------------------------|----------------------|----------------------|-----------------------|
| Revenues                    |                      |                      |                       |
| Property taxes              | \$ 2,597,181.00      | \$ 2,594,257.81      | \$ 2,923.19           |
| Interest Income             | 40,000.00            | 57,701.07            | (17,701.07)           |
| Total Revenue               | <u>2,637,181.00</u>  | <u>2,651,958.88</u>  | <u>(14,777.88)</u>    |
| Expenditures                |                      |                      |                       |
| County Treasurer's Fee      | 38,958.00            | 38,950.89            | 7.11                  |
| Paying agent fees           | 1,000.00             | 400.00               | 600.00                |
| Bond Interest Series 2016A  | 1,334,800.00         | 1,334,800.00         | -                     |
| Bond Principal Series 2016A | 1,320,000.00         | 1,320,000.00         | -                     |
| Contingency                 | 10,242.00            | -                    | 10,242.00             |
| Total Expenditures          | <u>2,705,000.00</u>  | <u>2,694,150.89</u>  | <u>10,849.11</u>      |
| Net Change in Fund Balances | (67,819.00)          | (42,192.01)          | (25,626.99)           |
| Fund Balance - Beginning    | 273,201.00           | 296,929.99           | (23,728.99)           |
| Fund Balance - Ending       | <u>\$ 205,382.00</u> | <u>\$ 254,737.98</u> | <u>\$ (49,355.98)</u> |

See selected information.

**Vista Ridge Metro District**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending December 31, 2025**

|                                      | <u>Annual Budget</u> | <u>Actual</u>          | <u>Variance</u>          |
|--------------------------------------|----------------------|------------------------|--------------------------|
| Revenues                             |                      |                        |                          |
| Interest Income                      | \$ 70,000.00         | \$ 170,210.73          | \$ (100,210.73)          |
| Other Revenue                        | -                    | 1,993.75               | (1,993.75)               |
| Total Revenue                        | <u>70,000.00</u>     | <u>172,204.48</u>      | <u>(102,204.48)</u>      |
| Expenditures                         |                      |                        |                          |
| Frico Shares                         | 100,000.00           | -                      | 100,000.00               |
| Landscape and irrigation project     | 6,150,000.00         | 5,285,833.88           | 864,166.12               |
| Capital outlay                       | 104,213.00           | 119,374.90             | (15,161.90)              |
| Total Expenditures                   | <u>6,354,213.00</u>  | <u>5,405,208.78</u>    | <u>949,004.22</u>        |
| Other Financing Sources (Uses)       |                      |                        |                          |
| Transfers from other funds           | 2,200,000.00         | 2,200,000.00           | -                        |
| Total Other Financing Sources (Uses) | <u>2,200,000.00</u>  | <u>2,200,000.00</u>    | <u>-</u>                 |
| Net Change in Fund Balances          | (4,084,213.00)       | (3,033,004.30)         | (1,051,208.70)           |
| Fund Balance - Beginning             | 4,084,213.00         | 4,067,551.00           | 16,662.00                |
| Fund Balance - Ending                | <u>\$ -</u>          | <u>\$ 1,034,546.70</u> | <u>\$ (1,034,546.70)</u> |

See selected information.

**VISTA RIDGE METRO DISTRICT**  
**Schedule of Cash Position**  
**December 31, 2025**  
**Updated March 12, 2026**

| <b><u>1stBank - Checking Account</u></b> | <b>General<br/>Fund</b> | <b>Conservation<br/>Trust Fund</b> | <b>Debt<br/>Service Fund</b> | <b>Capital<br/>Projects Fund</b> | <b>Total</b>           |
|------------------------------------------|-------------------------|------------------------------------|------------------------------|----------------------------------|------------------------|
| Balance as of 12/31/25                   | \$ 133,850.41           | \$ -                               | \$ -                         | \$ 337,275.04                    | \$ 471,125.45          |
| Subsequent activities:                   |                         |                                    |                              |                                  |                        |
| 01/27/26 - Deposit from All Terrain      | 900.00                  | -                                  | -                            | -                                | 900.00                 |
| January ACH Payments                     | (2,591.14)              | -                                  | -                            | -                                | (2,591.14)             |
| January Bill.com Payments                | (64,598.92)             | -                                  | -                            | (337,275.04)                     | (401,873.96)           |
| 02/02/26 - Transfer from CT              | 89,330.86               | -                                  | 400.00                       | 948,614.16                       | 1,038,345.02           |
| 02/24/26 - SDF Deposit                   | 9,064.11                | -                                  | -                            | -                                | 9,064.11               |
| 02/27/26 - Transfer from CT              | 206,866.53              | -                                  | -                            | 106,992.80                       | 313,859.33             |
| February ACH Payments                    | (2,199.24)              | -                                  | -                            | -                                | (2,199.24)             |
| February Bill.com Payments               | (101,737.38)            | -                                  | (400.00)                     | (948,614.16)                     | (1,050,751.54)         |
| 03/03/26 - Deposit from CNGC             | 26,483.40               | -                                  | -                            | -                                | 26,483.40              |
| March ACH Payments                       | (221.41)                | -                                  | -                            | -                                | (221.41)               |
| March Bill.com Payments                  | (223,121.35)            | -                                  | -                            | (106,992.80)                     | (330,114.15)           |
| Anticipated ACH Payments                 | (1,998.77)              | -                                  | -                            | -                                | (1,998.77)             |
| <i>Anticipated Balance</i>               | <u>70,027.10</u>        | <u>-</u>                           | <u>-</u>                     | <u>-</u>                         | <u>70,027.10</u>       |
| <b><u>ColoTrust Plus</u></b>             |                         |                                    |                              |                                  |                        |
| Balance as of 12/31/25                   | 769,179.75              | 37,150.14                          | 255,132.47                   | 1,904,954.84                     | 2,966,417.20           |
| Subsequent activities:                   |                         |                                    |                              |                                  |                        |
| 01/10/26 - Tax Deposit                   | 6.27                    | -                                  | 5.51                         | -                                | 11.78                  |
| 01/31/26 - Interest Income               | 2,499.25                | 150.75                             | 828.99                       | 6,189.67                         | 9,668.66               |
| 02/02/26 - Transfer to 1stBank           | (89,330.86)             | -                                  | (400.00)                     | (948,614.16)                     | (1,038,345.02)         |
| 02/10/26 - Tax Deposit                   | 43,972.48               | -                                  | 21,275.32                    | -                                | 65,247.80              |
| 02/27/26 - Transfer to 1stBank           | (206,866.53)            | -                                  | -                            | (106,992.80)                     | (313,859.33)           |
| 02/28/26 - Interest Income               | 1,492.46                | 131.35                             | 495.05                       | 3,696.20                         | 5,815.06               |
| <i>Anticipated Balance</i>               | <u>530,052.51</u>       | <u>28,332.55</u>                   | <u>277,337.34</u>            | <u>859,233.75</u>                | <u>1,694,956.15</u>    |
| <b><i>Anticipated Balances</i></b>       | <u>\$ 600,079.61</u>    | <u>\$ 28,332.55</u>                | <u>\$ 277,337.34</u>         | <u>#VALUE!</u>                   | <u>\$ 1,764,983.25</u> |

**Yield information (as of 02/28/26):**

ColoTrust Plus - 3.7909%

See selected information.

**Vista Ridge Metro District  
Property Taxes Reconciliation  
2025  
(Unaudited)**

|           | Current Year    |                                          |                          |             |                  |               |                     |                                    |        | Prior Year          |                                    |        |
|-----------|-----------------|------------------------------------------|--------------------------|-------------|------------------|---------------|---------------------|------------------------------------|--------|---------------------|------------------------------------|--------|
|           | Property Taxes  | Delinquent Taxes, Rebates and 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                            | Y-T-D  |
| January   | \$ 33,469.34    | \$ -                                     | \$ 20,136.87             | \$ -        | \$ (502.04)      | \$ -          | \$ 53,104.17        | 0.60%                              | 0.60%  | \$ 17,101.74        | 0.01%                              | 0.01%  |
| February  | 2,035,709.88    | (2,727.51)                               | 18,440.64                | -           | (30,496.31)      | -             | 2,020,926.70        | 36.64%                             | 37.24% | 1,821,304.32        | 33.25%                             | 33.26% |
| March     | 313,643.49      | -                                        | 19,587.38                | 91.61       | (4,706.05)       | -             | 328,616.43          | 5.65%                              | 42.90% | 607,949.14          | 10.91%                             | 44.17% |
| April     | 937,553.90      | 71,585.12                                | 19,787.09                | 97.11       | (15,085.23)      | -             | 1,013,937.99        | 18.19%                             | 61.08% | 1,003,504.69        | 16.75%                             | 60.92% |
| May       | 278,437.87      | -                                        | 20,301.55                | 321.33      | (4,181.37)       | -             | 294,879.38          | 5.02%                              | 66.10% | 211,370.30          | 3.59%                              | 64.51% |
| June      | 1,694,215.39    | -                                        | 20,548.68                | 415.95      | (25,419.44)      | -             | 1,689,760.58        | 30.53%                             | 96.64% | 1,771,602.69        | 32.35%                             | 96.86% |
| July      | 83,200.29       | -                                        | 21,411.28                | 2,502.86    | (1,285.51)       | -             | 105,828.92          | 1.50%                              | 98.14% | 131,110.02          | 2.03%                              | 98.89% |
| August    | 28,051.32       | -                                        | 22,292.80                | 1,091.02    | (437.17)         | -             | 50,997.97           | 0.51%                              | 98.64% | 4,413.85            | -0.26%                             | 98.62% |
| September | 8,082.88        | -                                        | 22,207.48                | 400.54      | (127.24)         | -             | 30,563.66           | 0.15%                              | 98.79% | 60,137.41           | 0.75%                              | 99.37% |
| October   | 54,943.00       | -                                        | 23,026.18                | 3,389.03    | (874.99)         | -             | 80,483.22           | 0.99%                              | 99.78% | 27,516.70           | 0.15%                              | 99.52% |
| November  | 5,928.26        | -                                        | 17,040.15                | 413.32      | (95.12)          | -             | 23,286.61           | 0.11%                              | 99.88% | 40,221.93           | 0.44%                              | 99.96% |
| December  | 4.23            | 4.23                                     | -                        | 3.48        | (0.16)           | -             | 11.78               | 0.00%                              | 99.88% | 16,371.53           | 0.00%                              | 99.96% |
|           | \$ 5,473,239.85 | \$ 68,861.84                             | \$ 224,780.10            | \$ 8,726.25 | \$ (83,210.63)   | \$ -          | \$ 5,692,397.41     | 99.88%                             | 99.88% | \$ 5,712,604.32     | 99.96%                             | 99.96% |

| Assessed Value | Mill Levy | Taxes Levied | % of Levied | Property Taxes Collected | % Collected to Amount Levied |
|----------------|-----------|--------------|-------------|--------------------------|------------------------------|
|----------------|-----------|--------------|-------------|--------------------------|------------------------------|

**Property Tax**

|                   |                |        |              |         |                 |        |
|-------------------|----------------|--------|--------------|---------|-----------------|--------|
| General Fund      |                | 25.000 | \$ 2,951,342 | 53.19%  | \$ 2,947,843.88 | 99.88% |
| Debt Service Fund |                | 22.000 | 2,597,181    | 46.81%  | 2,594,257.81    | 99.89% |
|                   | \$ 118,053,680 | 47.000 | \$ 5,548,523 | 100.00% | \$ 5,542,101.69 | 99.88% |

**Specific Ownership Tax**

|                   |  |            |         |               |         |
|-------------------|--|------------|---------|---------------|---------|
| General Fund      |  | \$ 222,000 | 100.00% | \$ 224,780.10 | 101.25% |
| Debt Service Fund |  | -          | 0.00%   | -             | 0.00%   |
|                   |  | \$ 222,000 | 100.00% | \$ 224,780.10 | 101.25% |

**Treasurer's Fees**

|                   |  |           |         |              |        |
|-------------------|--|-----------|---------|--------------|--------|
| General Fund      |  | \$ 44,270 | 53.19%  | \$ 44,259.74 | 99.98% |
| Debt Service Fund |  | 38,958    | 46.81%  | 38,950.89    | 99.98% |
|                   |  | \$ 83,228 | 100.00% | \$ 83,210.63 | 99.98% |

See selected information.

**VISTA RIDGE METROPOLITAN DISTRICT  
SELECTED INFORMATION  
FOR THE PERIOD ENDED DECEMBER 31, 2025**

**Notes to the Reader:**

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

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

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

**VISTA RIDGE METROPOLITAN DISTRICT**  
**SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

| \$33,415,000                                     |                      |                      |                      |
|--------------------------------------------------|----------------------|----------------------|----------------------|
| Unlimited Tax General Obligation Refunding Bonds |                      |                      |                      |
| Series 2016A, Dated December 14, 2016            |                      |                      |                      |
| Interest Rate 4.50% to 5.00%                     |                      |                      |                      |
| Interest Due June 1 and December 1,              |                      |                      |                      |
| Principal Due December 1                         |                      |                      |                      |
| <u>Year Ending December 31,</u>                  | <u>Principal</u>     | <u>Interest</u>      | <u>Total</u>         |
| 2025                                             | \$ 1,320,000         | \$ 1,334,800         | \$ 2,654,800         |
| 2026                                             | 1,385,000            | 1,268,800            | 2,653,800            |
| 2027                                             | 1,455,000            | 1,199,550            | 2,654,550            |
| 2028                                             | 1,525,000            | 1,126,800            | 2,651,800            |
| 2029                                             | 1,605,000            | 1,050,550            | 2,655,550            |
| 2030                                             | 1,685,000            | 970,300              | 2,655,300            |
| 2031                                             | 1,765,000            | 886,050              | 2,651,050            |
| 2032                                             | 1,855,000            | 797,800              | 2,652,800            |
| 2033                                             | 1,930,000            | 723,600              | 2,653,600            |
| 2034                                             | 2,005,000            | 646,400              | 2,651,400            |
| 2035                                             | 2,085,000            | 566,200              | 2,651,200            |
| 2036                                             | 2,170,000            | 482,800              | 2,652,800            |
| 2037                                             | 2,255,000            | 396,000              | 2,651,000            |
| 2038                                             | 2,350,000            | 302,981              | 2,652,981            |
| 2039                                             | 2,445,000            | 206,044              | 2,651,044            |
| 2040                                             | 2,550,000            | 105,188              | 2,655,188            |
| Total                                            | <u>\$ 30,385,000</u> | <u>\$ 12,063,863</u> | <u>\$ 42,448,863</u> |

See selected information.

# Vista Ridge Metro District

## *Meeting Agenda – Affinity Holdings (Entitlement Phase Discussion)*

---

### **Proposed Framework – Conceptual Structure**

- Developer designs and constructs all required improvements without District reimbursement.
- Landscape design aligns with existing Vista Ridge aesthetic and irrigation standards.
- District may assume ownership and maintenance of designated common improvements upon completion and approval.
- Landscaping platted in separate tracts for efficient transfer.
- Infrastructure Acquisition Agreement formalizes transfer terms and standards.
- Roads remain under Town of Erie ownership and maintenance.
- Covenant enforcement remains outside District scope (HOA responsibility).
- System Development Fees (SDF) apply at building permit issuance.

### **1. System Development Fees (SDF)**

- Due at issuance of all building permits.
- Current rate: \$21,841.23 per acre.
- Escalates at 5% annually.
- Developer acknowledgment required.

### **2. Reimbursement Position**

- District will not reimburse developer for buildout costs or public improvements.

### **3. Landscaping Design & Aesthetic Standards**

- Must align with recent district-wide landscape overhaul.
- Consistency in materials, plant palette, and design intent.
- District requests consideration of Environmental Designs for installation.

### **4. Irrigation System Requirements (Non-Negotiable)**

- WeatherTRAK irrigation controllers required for integration with District system.

### **5. Future Ownership & Maintenance of Landscaping Improvements**

- Potential District assumption of common landscaping, monument signs, and retention ponds.
- Separate landscape tracts required for transfer.
- Developer to provide small storage facility for maintenance equipment.

## **6. Water for Landscape Establishment**

- District to sell water during installation/establishment phase.
- Transition upon formal transfer of improvements.

## **7. Roads**

- District will not assume ownership or maintenance of roads.
- Roads owned and maintained by Town of Erie.

## **8. HOA Structure & Covenant Control**

- District does not provide covenant enforcement services.
- Developer to clarify HOA plans and covenant control structure.

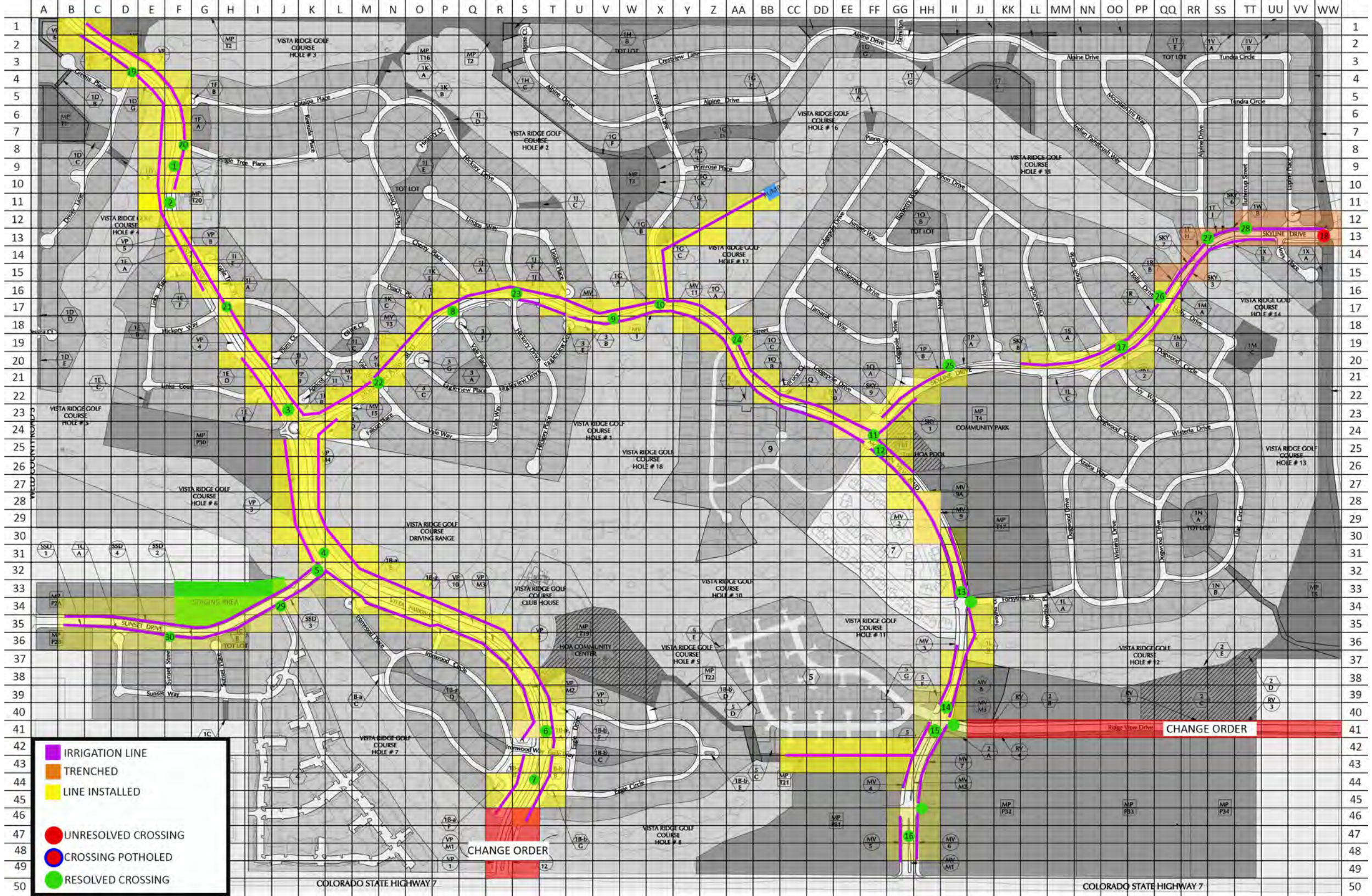
## **9. Agreement Documentation**

- Infrastructure Acquisition Agreement required (transfer triggers, inspections, warranties, documentation, commencement dates).

## **Closing Objective**

Confirm conceptual alignment and identify next steps for drafting formal agreement documents and coordinating design standards.





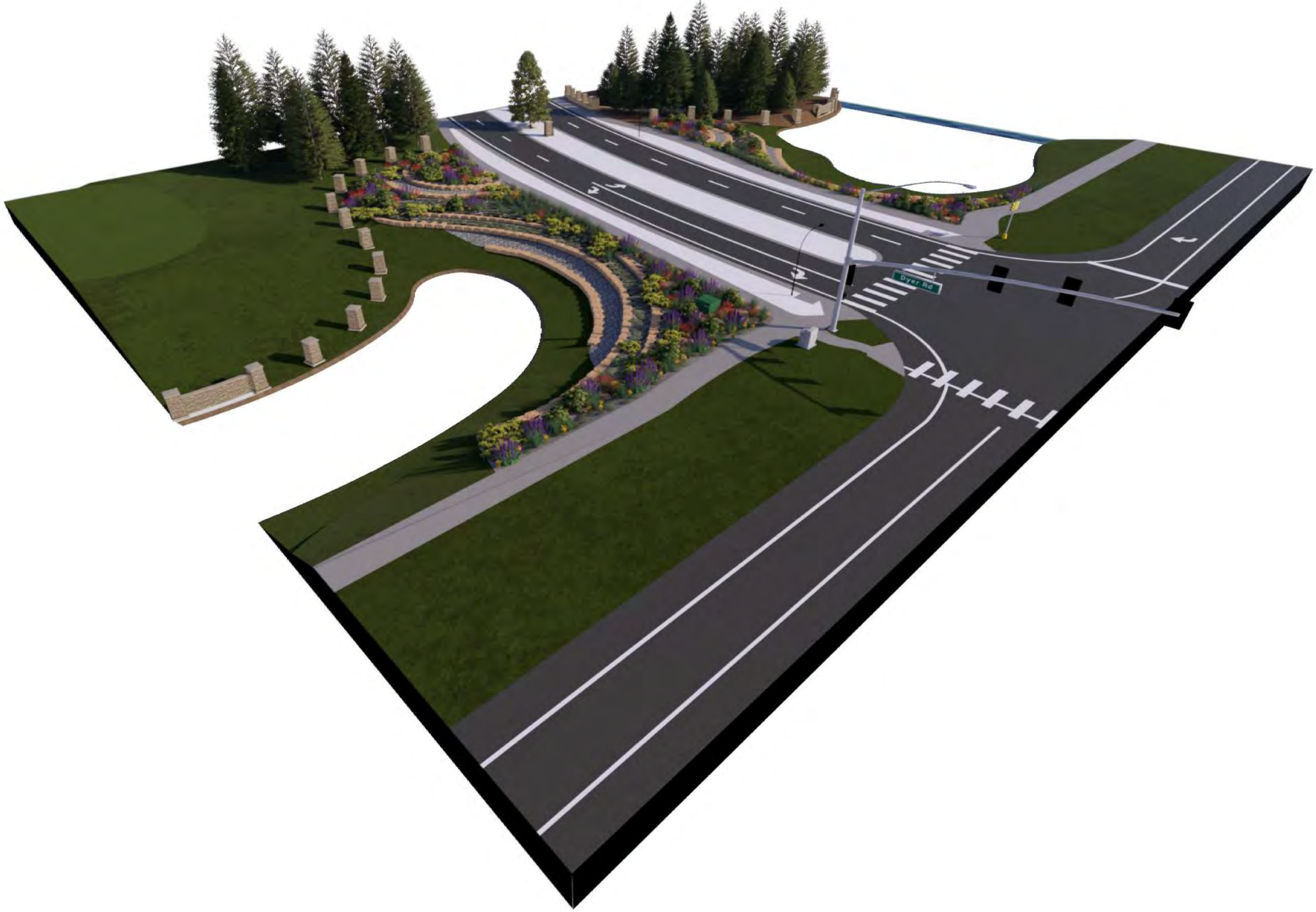
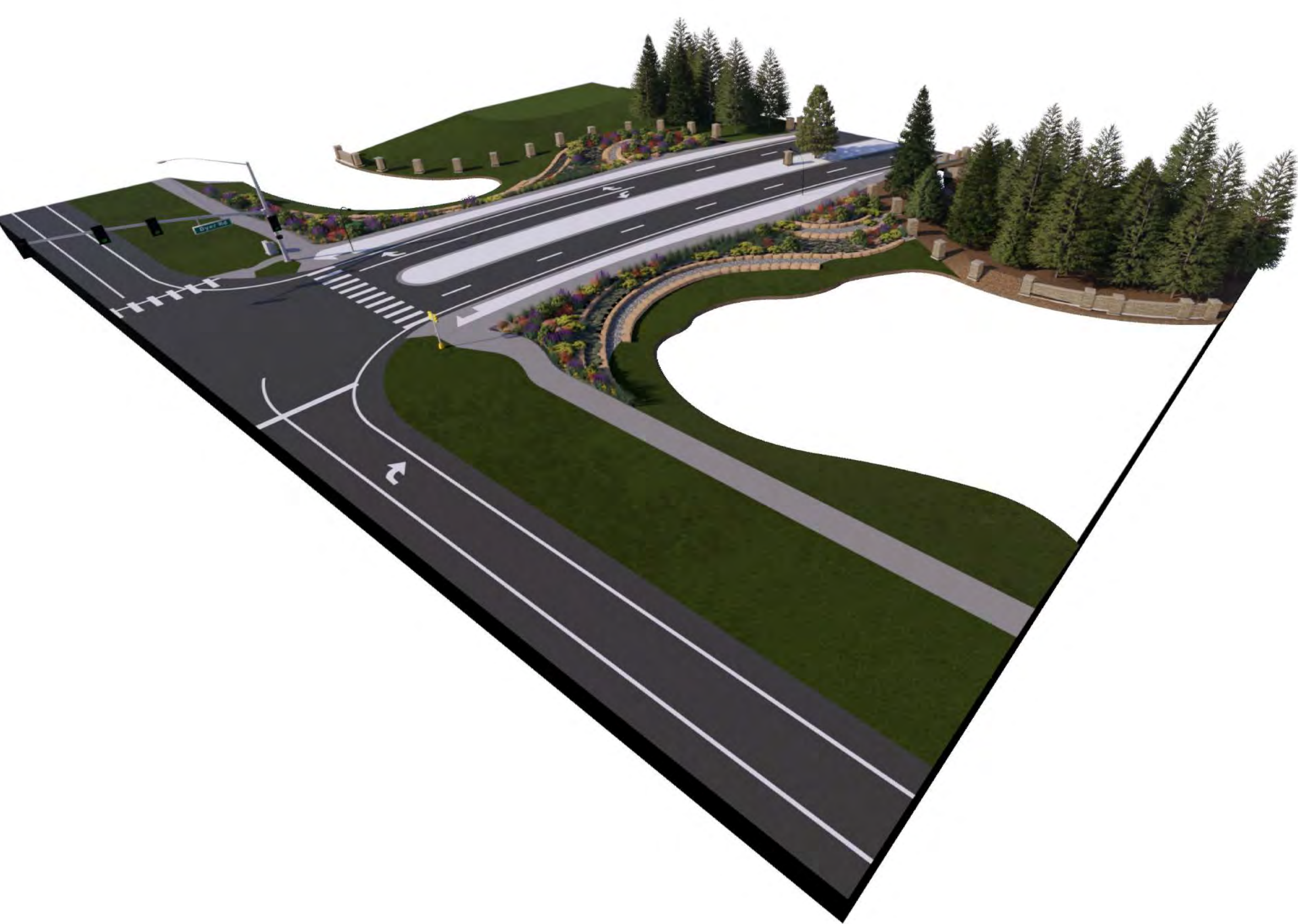
- IRRIGATION LINE
- TRENCHED
- LINE INSTALLED
- UNRESOLVED CROSSING
- CROSSING POTHOLED
- RESOLVED CROSSING

CHANGE ORDER

CHANGE ORDER

COLORADO STATE HIGHWAY 7

COLORADO STATE HIGHWAY 7



General Notes:

1. These plans shall not be utilized for construction of permitting unless stated for such use in the title block
2. Verify the graphic scale before referencing any measurements on these sheets. The recipient of these drawings shall be responsible for any errors resulting from incorrect printing, copying, or any other changes that alter the scale of the drawings.
3. Verify all plan dimensions prior to start of construction. Notify the owner's representative to address any questions or clarify any discrepancies.
4. Submit a change order for approval for any changes to work scope resulting from field conditions or direction by owner's representative which require additional cost to the owner.
5. Contractor shall confirm that site conditions are similar to the plans, within tolerances stated in the contract documents. Should site conditions be different than represented on the plans or unsatisfactory to the contractor, the contractor shall contact the owner's representative for clarification and further direction.
6. Contractor is responsible to obtain any required applications, permitting, licenses, inspections, and meters associated with work.
7. The contractor shall be responsible for coordination of all utility locates prior to any excavation.
8. Contractor shall be responsible for logging any damages prior to start of construction and during the contract period.
9. All work shall be confined to the area within the construction limits as shown on the plans. Any areas or improvements disturbed outside these limits shall be returned to their original condition. In the even the contractor requires a modification to the construction limits, written permission must be obtained from the owner's representative prior to any disturbance outside of the limits of work.
10. The contractor shall be responsible for the repair of any of their trenches or excavations that settle.
11. The contractor shall be responsible to prepare and submit a traffic control plan to the appropriate jurisdictional agencies and the owner's representative if their work and operations affect or impact the public Right of Way. Obtain approval prior to any work which affects or impacts the public Right of Way.
12. Sight triangles and sight lines shall remain unobstructed by equipment, construction materials, plant material, or any other visual obstacle during the contract period and at maturity of plants per local jurisdictional requirements.
13. Coordinate site access, staging, storage, and cleanout areas with owner's representative.
14. Contractor is responsible for providing temporary safety fencing and barriers around all improvements such as wells, play structures, excavations, etc. associated with their work until such facilities are completely installed per the plans, specifications, and manufacturer's recommendations.
15. Contractor shall be responsible for protection of their material stockpiles and work from vandalism, erosion, or unintended disturbance during the construction period and until final acceptance is issued.
16. The contractor shall prevent sediment, debris, and all other pollutants from exiting the site or entering the storm sewer system during all demolition or construction operations that are part of this project.
17. The contractor shall be responsible to prevent any impacts to adjacent waterway, wetlands, or other environmentally sensitive areas resulting from work done as part of this project.
18. The contractor and/or their authorized agents shall insure that all loads of construction material imported to or exported from the project site shall be properly covered to prevent loss of material during transport. Transportation methods on public Right of Ways shall conform to jurisdictional requirements.
19. The discharge of water, waste concrete, pollutants, or other materials shall only occur in areas designed for such use and approved by the owner's representative.
20. The cleaning of concrete equipment is prohibited at the job site except in designated concrete washout areas. The discharge of water containing waste concrete in the storm sewer is prohibited.
21. Open Space Swales: if swales are existing on site and are not intended to be modified as part of the plans, the contractor shall be responsible to maintain the conveyance of water within the swales during the contract period. The contractor shall be responsible for any diversion or pumping of water if required to complete work. Any swales disturbed by the contractor shall be repaired/restored to their original condition. If the swale needs to be disturbed or modified for any reason, the contractor shall notify the owner's representative for approval prior to disturbance.
22. Local, state, and federal jurisdictional requirements, restrictions or procedures shall supersede these plans, notes, and specifications when more stringent. Notify the owner's representative in conflict occurs.

SUGGESTED PLANT PICTURES

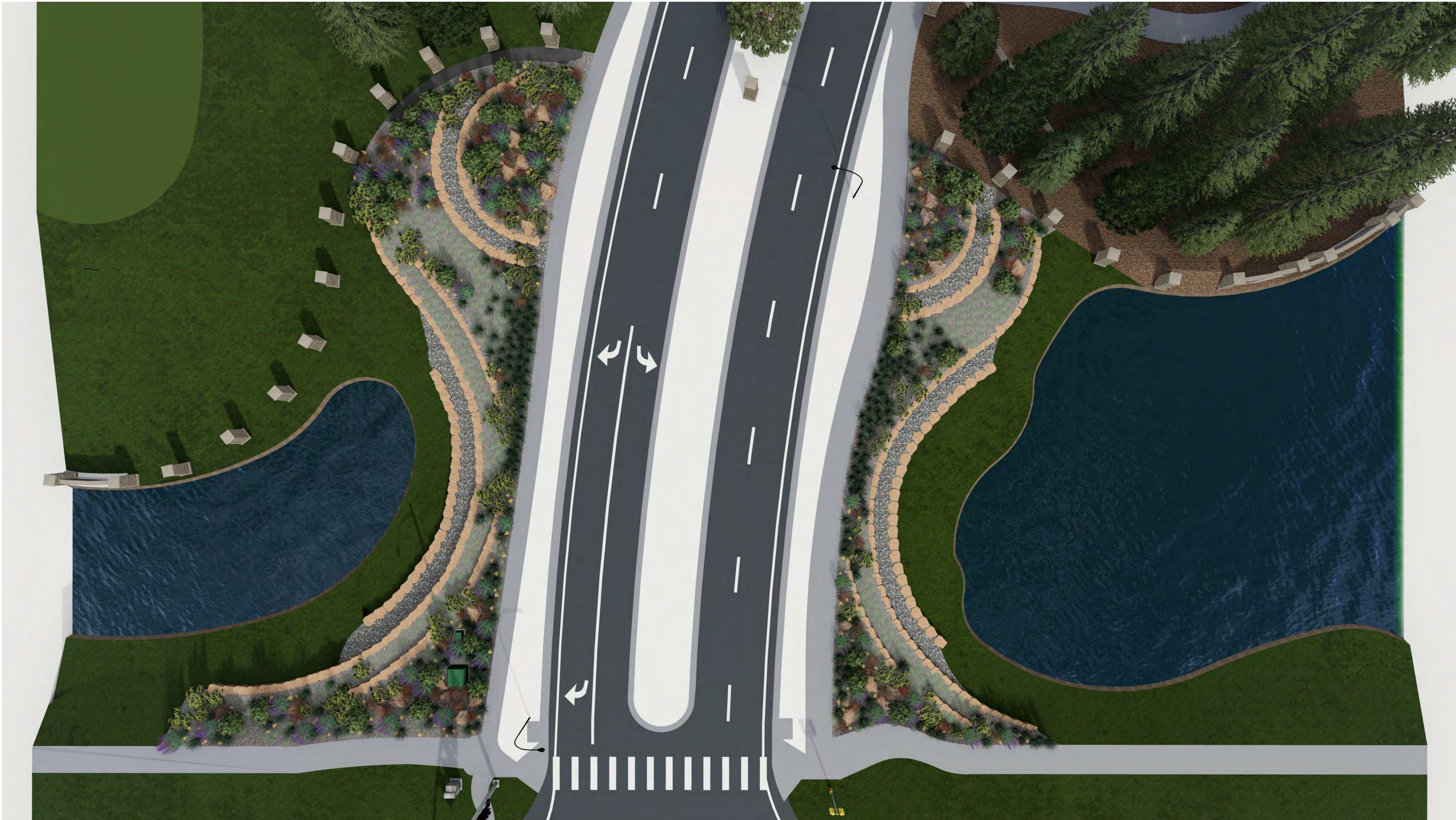


**VISTA RIDGE**  
SITE IMPROVEMENTS

**DRAWING:**

**SHEET:**  
**L.02**





**VISTA RIDGE**  
SITE IMPROVEMENTS

**DRAWING:**

**SHEET:**  
**L.03**



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

## CHANGE ORDER

EDLLC Contact: Connor Burgwald

Agreement #: 135349

Project Name: Vista Ridge Metro District Landscaping  
Project Address: 2750 Vista Pkwy, Erie, CO 80516

Date of Agreement: March 19, 2026

CO75: HWY 7 Main Entrance Beds

THIS CHANGE ORDER dated 3/19/2026 (the "Change Date"), outlines the changes to the Scope of Services in the LANDSCAPE CONSTRUCTION AGREEMENT ("Agreement") by and between Environmental Designs, Inc. (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree to the following changes:

### 1. CHANGE IN SCOPE OF WORK

A. The Client and the Contractor agree to the changes to the work as described more particularly on the Change in Scope attachment (the "Change in Scope") identified as Exhibit A.

### 2. CHANGE IN TIME OF COMPLETION

A. The Change to the Work as detailed herein shall change the days allowed as outlined in the "Agreement" along with any other "Change Orders" by 95 business days, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

### 3. GENERAL PROVISIONS

A. All other Terms and Conditions of the Agreement between the Client and the Contractor shall remain in full force.

### 4. PRICE AND TERMS

A. The Client and the Contractor agree that the final price for the Work shall be \$356,091.32

B. Any delay in executing this Change Order may result in a delay in the Work and credit will be given to the Contractor to adequately compensate for delay.

C. In the event that the Client's original Agreement for this project has Progress Payment Terms, then this Change Order will be invoiced with future progress on the project, otherwise the Client may be invoiced a 50% deposit on this Change Order.

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

E. This Change Order does not change the terms of the Final Payment as outlined in the original Agreement.

### 5. ACCEPTANCE

The Pricing on this Change Order is only valid for three (3) days from the date of this agreement unless otherwise accepted by both parties.

By evidence of signatures below all Parties agree to the changes as outlined herein.

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

Public Alliance  
2750 Vista Pkwy  
Erie, CO 80516

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

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# EXHIBIT A

## Change in Scope (the "Change")

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

### Job Prep/Demo

| Description                                                   | Quantity  | Unit | Unit Price | Price     |
|---------------------------------------------------------------|-----------|------|------------|-----------|
| Final Job Cleanup                                             | 53.00     | EA   | 114.88     | 6,088.69  |
| Mobilization                                                  | 1.00      | EA   | 2,022.25   | 2,022.25  |
| Prep - Construction Debris Disposal - Dump Trailer (NO WASTE) | 3.00      | EA   | 310.02     | 930.05    |
| Prep - Sod Demo                                               | 21,500.00 | SF   | 1.77       | 38,017.89 |
| Tractor by Hour - Loading                                     | 12.00     | HR   | 119.17     | 1,430.00  |
| Traffic Control                                               | 1.00      | EA   | 8,125.00   | 8,125.00  |
| Trucking By Prime- Tandem                                     | 36.00     | HR   | 264.29     | 9,514.29  |

**Group Total** **\$66,128.17**

### Boulders/Earthwork

| Description                                      | Quantity | Unit | Unit Price | Price      |
|--------------------------------------------------|----------|------|------------|------------|
| Buff Boulders up to 4' - Decorative              | 15.00    | TON  | 809.13     | 12,137.01  |
| Buff Boulders up to 4' - Walls                   | 130.00   | TON  | 956.69     | 124,369.77 |
| Delivery- Boulders                               | 12.00    | EA   | 535.71     | 6,428.57   |
| Delivery- General - Soil                         | 4.00     | EA   | 507.74     | 2,030.95   |
| Earthwork - (Includes up to 50YD of Soil Import) | 1.00     | EA   | 23,565.38  | 23,565.38  |

**Group Total** **\$168,531.68**

### Irrigation

| Description                            | Quantity | Unit | Unit Price | Price     |
|----------------------------------------|----------|------|------------|-----------|
| Drip Tubing (3/4") NO TRENCHING        | 1,500.00 | LF   | 2.55       | 3,827.09  |
| Irrigation - Retrofit Existing System  | 1.00     | EA   | 12,595.50  | 12,595.50 |
| Valve Box- Amatek Jumbo with Green Lid | 4.00     | EA   | 448.39     | 1,793.55  |

**Group Total** **\$18,216.14**

### Plant Material

| Description                           | Quantity | Unit | Unit Price | Price     |
|---------------------------------------|----------|------|------------|-----------|
| Currant- Fernbush #5                  | 34.00    | EA   | 135.00     | 4,590.00  |
| Delivery- Plant Material              | 3.00     | EA   | 237.50     | 712.50    |
| Grass- Blue Grama 'Blond Ambition' #1 | 240.00   | EA   | 66.22      | 15,892.31 |
| Manzanita #1                          | 84.00    | EA   | 89.92      | 7,553.27  |
| Perennial #1 - Red Yucca              | 74.00    | EA   | 61.76      | 4,569.98  |
| Perennial - Thyme Wooly F-32 Flat     | 14.00    | EA   | 307.29     | 4,302.01  |
| Perennial - Yarrow Moonshine #1       | 176.00   | EA   | 56.18      | 9,887.59  |
| Russian Sage Dwarf Little Spire #1    | 42.00    | EA   | 70.40      | 2,956.83  |

**Group Total** **\$50,464.49**

### Ground Cover

| Description                       | Quantity  | Unit | Unit Price | Price     |
|-----------------------------------|-----------|------|------------|-----------|
| Breeze - Grey By SF (4" Deep)     | 630.00    | SF   | 14.72      | 9,270.73  |
| Cobble - Dessert Sand 2-4         | 3,000.00  | SF   | 5.57       | 16,695.81 |
| Delivery- General                 | 3.00      | EA   | 507.74     | 1,523.21  |
| River Rock -Foothills 1-1.5       | 11,500.00 | SF   | 2.94       | 33,803.09 |
| Sod - Kentucky Blue w/o Soil Prep | 7,000.00  | SF   | 1.97       | 13,800.56 |
| Soil Prep - Sod/Seed              | 7,000.00  | SF   | 1.81       | 12,657.44 |

**Group Total** **\$87,750.84**

### Discount

| Description | Quantity   | Unit | Unit Price | Price      |
|-------------|------------|------|------------|------------|
| Discount    | -35,000.00 | EA   | 1.00       | -35,000.00 |

**Group Total** **-\$35,000.00**

CHANGE ORDER



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|                          |                                                    |                    |               |
|--------------------------|----------------------------------------------------|--------------------|---------------|
| <b>To:</b>               | Public Alliance LLC                                | <b>Contact:</b>    | Simpson, Alex |
| <b>Address:</b>          | 7555 E Hampden Ave, Ste 501<br>Denver, CO 80231    | <b>Phone:</b>      |               |
| <b>Project Name:</b>     | Columbine Mine Park - 2026 - Irrigation Controller | <b>Bid Number:</b> |               |
| <b>Project Location:</b> | 1936 Skyline Dr, Erie, CO                          | <b>Bid Date:</b>   | 3/17/2026     |

| Item # | Item Description | Estimated Quantity | Unit | Total Price |
|--------|------------------|--------------------|------|-------------|
|--------|------------------|--------------------|------|-------------|

## Assumptions And Exclusions

|                                                                                                                                                                                                                                                                          |      |      |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|--------|
| <b>Additional Repairs Outside Of Scope May Be Required Once Work Has Been Completed. Additional Repairs Will Require Written Approval Unless Situation Is An Emergency And Needs Immediate Resolution Due To Possibility Of Property Damage Or Excessive Water Usage</b> | 0.00 | EACH | \$0.00 |
| <b>Assumptions</b>                                                                                                                                                                                                                                                       | 0.00 | EACH | \$0.00 |

- Pricing Valid For 30 Days Unless Approved For Installation At Later Date In Season
- Assumes Use Of Existing Irrigation System - Backflow, Filter, Flow Sensor, Valves, Mainline And Zone Components
- Assumes 2-wire Path Was Installed With Proper Grounding
- Assumes 44 Station Irrigation System
- Existing Controller And Decoder Solenoids To Be Returned To Property Manager After Completion Of Project

### Exclusions

- Excludes Reclamation Of Work Area - Care Will Be Taken To Minimize Impact On Landscape And Plant Material During Installation
- Excludes Irrigation System Around Pool

**Total Price for above Assumptions And Exclusions Items: \$0.00**

## Irrigation Controller Installation

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |      |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-------------|
| <b>These Items Should Be Installed To Comply With Water District.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.00 | EACH | \$0.00      |
| WeatherTrak Controller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1.00 | EACH | \$8,902.74  |
| <ul style="list-style-type: none"> <li>· Existing Park Irrigation System Requires WeatherTrak Controller To Be Compliant With Water District</li> <li>· 2-wire Controller Will Be Installed At Existing Controller Location By Pergola</li> <li>· Includes ET Pro3 Controller, Optiflow Key, Pedestal, Installation And Configuration</li> <li>· Decoders And Solenoids Not Included</li> </ul>                                                                                                                                            |      |      |             |
| Master Valve Installation - Optional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1.00 | EACH | \$882.43    |
| <ul style="list-style-type: none"> <li>· Master Valve Was Not Located During Site Walk And System Should Have A Master Valve To Operate Irrigation System Properly</li> <li>· Master Valve Will Work With Controller In Conjunction With Flow Meter To Disable Irrigation System In Event Of Mainline Leak Or Stuck Valve</li> <li>· Includes Valve, Valve Box, And Associated Fittings</li> <li>· Decoder For Master Valve Excluded</li> <li>· If A Master Valve/Pump Start Is Present On Site This Line Item Will Be Credited</li> </ul> |      |      |             |
| Decoder And Solenoid Conversion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.00 | EACH | \$17,650.16 |
| <ul style="list-style-type: none"> <li>· Existing 2-wire System Needs To Be Converted To Operate With WeatherTrak Controller</li> <li>· Existing IVM Solenoid/decoders Need To Be Replaced To Be Compatible</li> <li>· Flow Sensor Decoder To Be Installed To Communicate With Controller</li> <li>· Includes Locating All Valves, (44) Station Decoders, (44) Valve Solenoids, Flow Sensor Decoder, Master Valve/Pump Start Decoder And Appropriate Wire Connectors</li> </ul>                                                            |      |      |             |

**Total Price for above Irrigation Controller Installation Items: \$27,435.33**

**Total Bid Price: \$27,435.33**

**Notes:**

• **GENERAL**

- DESIGNS BY SUNDOWN RECOMMENDS THAT A 10% CONTINGENCY IS PLANNED UPON BY THE HOMEOWNER FOR UNFORSEEN EVENTS WHICH OCCUR DURING THE INSTALLATION PROCESS.
- HOMEOWNER ACKNOWLEDGES THAT DESIGNS BY SUNDOWN CANNOT GUARANTEE THE DATE UPON WHICH COMMENCEMENT OF THE WORK SHALL BEGIN AND THAT ANY DATE GIVEN IS APPROXIMATE AND ONLY A TARGET DATE.
- CONSTRUCTION DELAYS DUE TO INCLEMENT WEATHER OR ANY OTHER CONDITION OUTSIDE THE CONTRACTOR'S CONTROL (FORCE MAJEURE EVENTS) MAY CAUSE ADDITIONAL PRICE INCREASES TO BE INCURRED.
- CONSULTATION WITH OTHER CONTRACTORS' PERFORMING WORK IS NOT INCLUDED IN THE PRICING UNDER THIS AGREEMENT AND SHALL BE BILLED AT \$100.00 PER HOUR UNLESS SAID CONTRACTOR HAS BEEN HIRED DIRECTLY BY DESIGNS BY SUNDOWN.
- HOMEOWNER AGREES THAT DESIGNS BY SUNDOWN MAY USE ANY PHOTOS TAKEN OF THE PROJECT FOR ADVERTISING OR PROMOTIONAL PURPOSES.
- ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT IS CHANGED PRICE WILL BE ADJUSTED
- DESIGNS BY SUNDOWN IS NOT RESPONSIBLE FOR LEAKAGE OR ANY DAMAGE TO HARDSCAPE OR SURROUNDING PROPERTY THAT MAY RESULT BECAUSE OF LEAKAGE OF ANNUAL POTS
- ASSUMES EXISTING, UNDERGROUND UTILITIES (INCLUDING PRIVATE LOCATES) WILL NOT NEGATIVELY IMPACT PROPOSED FLOW OF WORK/CONSTRUCTION SCHEDULE. A CHANGE ORDER WILL BE PRESENTED FOR ANY ADDITIONAL COSTS REQUIRED TO WORK AROUND, MAKE ADJUSTMENTS TO, AND/OR CHANGE NORMAL CONSTRUCTION METHODS WHEN WORKING WITH UTILITIES ON SITE.

• **PERMITS**

- ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ASSOCIATED EXPENSES ARE NOT INCLUDED AS PART OF THIS CONTRACT AND WILL BE INVOICED ON A COST PLUS BASIS.

• **GRADING AND DRAINAGE**

- WHEN DESIGNS BY SUNDOWN IS GIVEN APPROVAL BY THE HOMEOWNER TO START THE LANDSCAPING, DESIGNS BY SUNDOWN ASSUMES THE DEVELOPER AND/OR BUILDER HAS COMPLETED A PROPER GRADE AND DRAINAGE ON THE SITE AND AROUND THE FOUNDATION OF THE HOME.
- DESIGNS BY SUNDOWN WILL NOT TAKE RESPONSIBILITY FOR ANY SETTLING OR "SINK HOLES" THAT MAY OCCUR DUE TO IMPROPER COMPACTION WHEN BACKFILLING AROUND THE FOUNDATION.

• **WARRANTY**

- ALL PLANT MATERIAL, SPRINKLER SYSTEMS, LIGHTING SYSTEMS (DOES NOT INCLUDE HOLIDAY LIGHTS), AND ALL OTHER HARDSCAPES AND LANDSCAPE MATERIALS WILL HAVE A WARRANTY OF 1 YEAR.
- DESIGNS BY SUNDOWN DOES NOT WARRANTY SPRINKLER SYSTEM DEFECTS THAT ARE CAUSED DUE TO HOMEOWNER NEGLECT OR IMPROPER WINTERIZATION. PLANT MATERIAL IS GUARANTEED FOR A PERIOD OF ONE YEAR OR ONE (1) TIME PLACEMENT, WHICHEVER MAY COME FIRST. PLANT MATERIAL IS NOT GUARANTEED AGAINST WINTER KILL, FLOOD, HAIL, ACTS OF GOD, OWNER NEGLECT, VEHICULAR OR LAWN MOWER DAMAGE, STORM DAMAGE, THEFT OR ANIMAL DAMAGE (DOMESTIC OR WILDLIFE).
- ANY TREE WARRANTIES SHALL BE VOID UNLESS OWNER CONTRACTS WITH DESIGNS BY SUNDOWN ON A SEPARATE AGREEMENT OR WITHIN
- THIS AGREEMENT, TO PERFORM WATERING DURING THE WINTER MONTHS WHILE IRRIGATION SYSTEMS ARE NOT OPERATING.
- NOT WITHSTANDING THE FOREGOING, UNLESS ACCESS BY MACHINE IS AVAILABLE, WHICH ACCESS SHALL BE DETERMINED BY DESIGNS BY SUNDOWN. DECIDUOUS TREES IN EXCESS OF THREE INCH (3") CALIPER AND EVERGREEN TREE'S IN EXCESS OF NINE FEET (9') IN HEIGHT SHALL AT THE DISCRETION OF DESIGNS BY SUNDOWN BE WARRANTIED WITH REPLACEMENTS OF SMALLER TREES AND CREDITS FOR ANY PRICING DIFFERENCES.
- ANY AND ALL WARRANTIES ARE VOID IF ALL PAYMENTS ARE NOT MADE AS REQUIRED BY THIS AGREEMENT.
- THIS WARRANTY IS NOT ASSIGNABLE. DESIGNS BY SUNDOWN MAY ISSUE A NEW WARRANTY TO SUBSEQUENT OWNER AFTER A COMPLETE INSPECTION AND APPROVAL BY DESIGNS BY SUNDOWN AND PAYMENT OF INSPECTION FEE.

• **HARDSCAPE ALLOWANCES**

- ALL WALLS, PATIOS, STRUCTURES AND OTHER HARDSCAPE ITEMS ARE ALLOWANCES ONLY BASED ON GENERIC BUILDING STANDARDS AND MANUFACTURER RECOMMENDED INSTALLATION METHODS. CONSTRUCTION INSTALTION AND ASSOCIATED PRICING WILL BE ADJUSTED AFTER A REVIEW OF THE SOILS REPORT AND ANY ADDITIONAL ENGINEERING IS COMPLETED.

## • CONDITIONS OF CONTRACT

**Services.** Mariani Enterprises, LLC dba Designs by Sundown ("Company") agrees to provide the services (the "Services") to the client ("Client") set forth in the applicable Proposal, Contract Specifications, Scope of Work, Quote or similar document (the "SOW"), subject to the terms set forth in these Conditions of Contract (these "Terms"). These Terms together with the Company's warranties, the SOW (including attachments/addendums) and/or any additional services as agreed to by the parties (the "Contract") constitute the entire agreement between the parties and supersedes all prior agreements and understandings as well as any competing terms on any Client form. In the event of a conflict among the foregoing documents, these Terms shall govern. Company's commencement of the Services shall constitute acceptance of the Contract and all terms contained therein.

**Excluded Services.** The Services exclude any services not provided for in the SOW or identified in the SOW as excluded services (collectively, the "Excluded Services"). However, to the extent that any of the Excluded Services are required (as determined by the Company) or requested, such Excluded Services shall be deemed Services and subject to these Terms.

**Changes to Services.** Should Client request changes to the Services or Company determines that the Services should be modified or substituted, Company shall submit a change order, which may include a change in the contract price. If changes to the Services result in a reduced contract price, Company may in its sole discretion either refund or issue a credit to Client for the difference, if necessary or applicable.

### **Company Warranties.**

- Company's warranty for the applicable Services may be found on the applicable SOW and are incorporated herein by reference.
- Company's warranty is contingent on (i) Client being in compliance with all terms of the Contract at the time a claim is made and (ii) the claim being reported within the applicable warranty period. COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY.
- Client's sole/exclusive remedy arising out of any warranty breach is limited to re-performance of the Services by the Company (as appropriately modified or substituted).
- Client acknowledges that products used by Company may contain substances that are harmful and may cause damage to certain plants, grass and driveway/walkway surfaces or injury/illness to living creatures. Client expressly waives any claims related to Company's use of such substances and Company shall not be liable for any actual or alleged damages arising out, caused by or related to such use.
- Client expressly waives any claims related to Company's presence on the property with respect to its performance of the Services, except in the case of Company's gross negligence or willful misconduct.

**Billing and Payment.** Invoices are due upon receipt and Client may not set-off any amounts owed. Late payments will accumulate interest at a rate of 1.5%/month. Client shall be responsible for any costs and expenses (including attorneys' fees) incurred by Company in collecting past-due amounts. Should Company at any time determine that Client is not creditworthy, it may modify the payment terms to secure the Services. Company may suspend performance due to Client's uncured breach hereunder or under any other contract between the parties.

## • Client Warranties and Responsibilities.

- Client warrants that (i) it has authority to enter into this Contract and has control over the property and (ii) the Services will be maintained in accordance with the instructions provided by Company to Client.
- Client shall be responsible for (as applicable): (i) providing secure on-site storage as needed for equipment and materials, (ii) maintaining adequate electrical voltage and sources, (iii) maintaining an adequate water supply, (iv) paying for all permits, consents prior to the start of the Services, (v) all fees and costs associated with third-party subcontractors, consultants or experts necessary to perform the Services; (vi) providing Company reasonable access to the property. Client acknowledges and agrees that Company shall not be responsible for delays, costs and/or expenses incurred in connection with damages and/or repair to such items if such items were not conspicuously or incorrectly marked.
- Client shall indemnify, defend and hold harmless Company and its affiliates from and against any and all claims arising out of Client's breach of its warranties and responsibilities hereunder, for Client's breach of this Contract, any loss or damage to Company's property, equipment or material while stored on Client's property and/or injury to Company employees, subcontractors or agents while on Client's property.

**Force Majeure.** Company shall not be liable or responsible to Client for any failure or delay in performance if related to acts beyond Company's reasonable control, including: acts of God, flood, fires, severe weather conditions (including blizzard conditions), governmental actions, orders or laws, labor strikes, shortages, stoppages or slowdowns or other disturbances, epidemic, pandemic or similar infection, supply shortages or delays, shortage of transportation facilities or other similar events beyond the reasonable control of Company.

**Limitation of Liability.** IN NO EVENT SHALL COMPANY OR ITS SUBCONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF OPPORTUNITY, REVENUE, PROFITS OR CAPITAL OR BUSINESS INTERRUPTION COSTS UNDER THIS CONTRACT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY EXCEED THE LESSER OF (I) THE TOTAL FEES PAID BY CLIENT HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND (II) \$50,000.

**Photography.** Client acknowledges and consents to Company, at Company's sole cost and expense, photographing and/or Videotaping the property on which the Services were provided for use And reproduction in Company's training, promotional, commercial, advertising and marketing materials, including but not limited to display on its website, social media platforms, brochures and other printed and digital materials. Client further agrees that, in no event, shall Company be liable to Client for any fees, royalties, special credits, or other RENUMERATION OR compensation in connection with such use. Company will not disclose the location or Client's name or other personal information without obtaining Client's prior consent.

- **Governing Law; Venue.** This Contract shall be governed by the law of the state where the Services are being performed, notwithstanding such state's conflicts of law principles. All disputes arising under this Contract shall be brought before a single arbitrator of the American Arbitration Association ("AAA"), with the arbitration to be held within a 20 mile radius of where the project is located. The arbitrator shall be selected by application of the rules of the AAA. No party shall challenge the jurisdiction or venue provisions as provided herein.

**Miscellaneous.** No modification or waiver of any of the terms of this Contract shall be valid unless in writing and signed by the parties. The failure of a party to insist on compliance with any of the terms hereunder by the other party shall not be deemed a waiver of that or any other term, nor shall any waiver of any right be deemed a waiver of that right for all or any other times. Company may assign or subcontract this Contract or any portion thereof at any time without the consent of Client. Company's relationship to Client is that of an independent contractor and nothing herein shall create a partnership, agency, joint venture or employment relationship.

## Payment Terms:

THIS QUOTE IS VALID FOR 30 DAYS

Designs by Sundown will invoice the work as completed. All additional work/repairs will be billed as time & materials. All invoices are due upon receipt and subject to Designs by Sundown Terms.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Mariani Enterprises LLC DBA Designs By Sundown**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Scanlon



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## LANDSCAPE CONSTRUCTION AGREEMENT

EDLLC Contact: Connor Burgwald  
Project Name: Vista Ridge Metro District  
Project Description: Erie Columbine Park  
Project Address:

Agreement #: 129389  
Date of Agreement: 8/28/2025  
Client Phone Number:  
Client Email: [mark@publicalliancellc.com](mailto:mark@publicalliancellc.com)

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 8/28/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Vista Ridge Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### 1. SCOPE OF WORK

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

### 2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

### 3. GENERAL PROVISIONS

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

B. Plan submittal and/or approvals of the Work and any changes thereto by the Owners Association or Design Review Committee are the responsibility of the Client. The Contractor may use any photos taken of the project for any advertising or promotions.

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

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

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

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

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

#### 4. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least seven (7) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.
- B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.
- C. If any payment (Deposit, Commencement, Progress, etc.) is delinquent by five (5) days or more, Environmental Designs, Inc. reserves the right to suspend the project until the account is made current without any breach of this Agreement or any subsequent penalties.

#### 5. INSURANCE

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

#### 6. WARRANTY

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

#### 7. PRICE AND TERMS

- A. The Client shall pay the Contractor **\$24,003.16** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")
- B. This price is valid for ten (10) days from the date of this Agreement.
- C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.
- D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM\\_EPMRU\\_PTE\\_YDEN\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W), for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.
- E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.
- F. Payments to the Contractor shall be made as follows:

**\$2,400.32**

THE DEPOSIT. The Client shall pay to the Contractor a ten percent (10%) Non-refundable Payment upon execution of this Agreement. This deposit is estimated to cover the expenses the Contractor may incur by way of commissions paid, time in locating job specific materials, putting together construction documents and folders, scheduling, and other pre-construction services required prior to starting the Work.

**\$9,601.26**

COMMENCEMENT PAYMENT. The Client shall pay to the Contractor a Commencement Payment equal to Forty Percent (40%) of the Total Price of this Agreement when the crew mobilizes to the project.

FINAL PAYMENT. The Client shall pay to Contractor a Final Payment equal to the sum of the balance of the Agreement along with any Change Orders, Consultation Fees, Permit Fees, Fuel Surcharges, or Pricing Adjustments as outlined within this Agreement upon Substantial Completion.

- G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.
- H. All Payments including, but not limited to, any Deposits, Commencement Payments, Progress Payments, and the Final Payment shall each be termed a "Payment," and collectively the "Payments." The collective amount of all Payments shall be termed the "Agreement Price." If the Deposit and/or the Commencement Payments, if any, are not made, the Work will not be commenced. If the Contractor is unable to collect any Payment, Contractor may cease work without any breach of this Agreement. No Payment, except for the Final Payment, shall contain a lien waiver, except to the extent that said waiver is for partial release up to the date and value of the invoice relating to the subject Payment. All materials delivered to the site will be billed to the Client.
- I. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.
- J. Payments ten (10) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

## 8. ADDITIONAL SERVICES AVAILABLE

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

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

## 9. ACCEPTANCE

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

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

Vista Ridge Metro District

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Printed Name

[This section intentionally left blank.]

\_\_\_\_\_  
Printed Name

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

### RIGHT TO CANCEL

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

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

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

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

Client: \_\_\_\_\_

Date/Time: \_\_\_\_\_

## EXHIBIT A Scope of Services (the "Work")

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

### Irrigation MATERIAL

#### The material included within the scope of work is as follows:

(1) 48 STA WETHERTRAK 2W H20 48 STAT CR

(1) WEATHERTRAK OPTIFLOW KEY

(45) WEATHERTRAK H20 SINGLE STA DECODER WT2WH201VD

(1) WEATHERTRAK H20 FLOW SENSOR DEC

(1) WEATHERTRAK H20 MASTER VALVE DECODER

(1) WEATHERTRAK PEDESTAL COLD ROLLED

| Description           | Quantity | Unit | Unit Price | Price              |
|-----------------------|----------|------|------------|--------------------|
| Irrigation - Material | 1.00     | EA   | 17,912.25  | 17,912.25          |
| Group Total           |          |      |            | <b>\$17,912.25</b> |

### Irrigation LABOR

| Description                | Quantity | Unit | Unit Price | Price             |
|----------------------------|----------|------|------------|-------------------|
| Labor By Hour - Irrigation | 100.00   | HR   | 60.91      | 6,090.91          |
| Group Total                |          |      |            | <b>\$6,090.91</b> |

### WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

☐ By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

☐ By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: \_\_\_\_\_ Date: \_\_\_\_\_