

Murphy Creek Metropolitan District #3
23801 E Florida Ave.
Aurora, CO 80018

NOTICE OF REGULAR MEETING AND AGENDA

DATE:	March 25, 2026
TIME:	1:00 pm
LOCATION:	23801 E Florida Ave. Aurora, CO 80018
Board of Directors:	
Margaret Booker	Glen Muller
Alex Ortiz	Josh Rodriguez
Ed Dow	

I. ADMINISTRATIVE MATTERS

- A. Call to Order/Declaration of Quorum
- B. Approval of Agenda, Meeting Location and Posting Location
- C. Public Comment: Members of the public may express their views to the Board on matters that affect the District and on items not on the agenda. Comments are limited to three (3) minutes per speaker and 30 minutes total.
- D. Consider Approval of the January 21, 2026 Regular Meeting Minutes (pgs 8-13)
- E. Consider Approval of the February 21, 2026 Special Working Session Minutes (pg 14)
- F. Appointment of Board Members and Oath of Offices for Directors Rodriguez and Dow (pgs 15-16)
- G. May 2026 Meeting Date Discussion

II. CONSULTANT MATTERS

- A. Landscape Maintenance/Snow Removal
 - 1. Irrigation Controller Replacement Proposal
 - 2. Ratification of Winter Watering Completed in February 2026
 - 3. Spring Floral Proposal (pgs 17-22)
 - 4. Summer Turf Program Due to Expected Water Restrictions (pgs 23-27)
 - 5. Community Center Exterior and Roundabout Landscape Renovation Project (pg 28)
- B. Legal Update
 - 1. Discussion regarding Account 576517 – Damage caused by RV
 - 2. Lawsuit Update
- C. Security Update

III. FINANCIAL MATTERS

- A. Review and Acceptance of December 31, 2025 and February 28, 2026 Financial Statements (pgs 29-56)
- B. Review AR Report and Attorney Status Report (pgs 57-68)
- C. 2024 Audit Update

IV. DISTRICT COMMITTEE UPDATES

- A. Community Center
 - 1. Community Center Lighting (pgs 69-75)
 - 2. Review of Facility After Each Rental

- B. Communication
- C. Garden
- D. Landscape
- E. Recreation
 - 1. Trashcan Replacement
 - 2. 2026 Pool Management Agreement
- F. Projects
 - 1. Fence (pgs 76-80)
 - 2. Electrical Repair at Old Tom Morris/Jewell

V. OTHER BUSINESS

VI. BOARD MEMBER COMMENTS

VII. ADJOURNMENT – The next meeting is scheduled for April 22, 2026

MURPHY CREEK METROPOLITAN DISTRICT #3

Management Report March 25, 2026

A Regular Murphy Creek Metropolitan District # 3 Board of Directors Meeting is scheduled for March 25, 2026 at 6:00 pm at 23801 E. Florida Avenue, Aurora, Colorado 80018. If you cannot attend, please let me know via email at Shannon.Torgerson@goodwin-co.com.

I. **Administrative Matters**

- A. **Call to Order/Declaration of Quorum** - A quorum of Directors must be present to conduct any business. If you cannot attend, please email me at Shannon.Torgerson@Goodwin-co.com.
- B. **Approval of Agenda, Meeting Location and Posting Location** – The agenda needs to be approved by the Board. The location of the meeting is the Murphy Creek Community Center at 23801 E Florida Ave at 6:00 p.m. The agenda serves as the notice of meeting and is posted to the District’s website a minimum of 24-hours in advance of the meeting. **Motion Item: Is there a motion to approve the agenda as presented?**
- C. **Public Comment** – This is the time for constituents to express their views to the Board on matters that affect the District regarding items not on the agenda. Comments will be limited to 3 minutes per speaker and 30 minutes total.
- D. **Consider Approval of January 21, 2026 Regular Meeting Minutes** – Included in your packet are the minutes from the January 21, 2026 Regular Meeting for consideration and approval. **Motion Item: Is there a motion to approve the January 21, 2026 Regular Meeting Minutes as presented?**
- E. **Consider Approval of February 21, 2026 Special Working Session Minutes** – Included in your packet as the minutes from the February 21, 2026 Special Working Session for consideration and approval. **Motion Item: Is there a motion to approve the February 21, 2026 Special Working Session Minutes as presented?**
- F. **May 2026 Meeting Date Discussion** – As indicated via email on January 26, 2026, I will be out of the state on May 27 and respectfully request the Board move their meeting to May 13 or 20th to accommodate my absence. I will be in town for the June 24 meeting. **Motion Item: Is there a motion to move the Regular May 27 meeting to May 13, 2026 or May 20, 2026?**

II. **Consultant Matters**

- A. **Landscape Maintenance/Snow Removal** – Tom White should be in attendance to provide an update to the Board and any community members in attendance.
1. **Irrigation Controller Replacement Proposal** – The proposal has been included in several packets and is to replace existing 24 irrigation controllers with Weathertrack EPA WaterSense controller at the cost of \$186,180.34. What questions does the Board have to start the process for replacing these controllers?
 2. **Ratification of Winter Watering Completed in February 2026 – Motion Item: Is there a motion to ratify approval of the winter watering completed in February 2026 at the cost of \$14,750?**

MURPHY CREEK METROPOLITAN DISTRICT #3

3. **Spring Floral Proposal** – Included in your packet is the spring 2026 floral proposal which will install annual flowers at the cost of \$7268.78. Please note, this puts flowers into the planting beds at Old Tom Morris and Jewell (which we did not do in 2025). **Motion Item: Is there a motion to approval the Spring Floral Proposal from ED at the cost of \$7268.78?**
 4. **Summer Turf Program Due to Expected Water Restrictions** – Included in your packet is a proposal for ED’s summer turf program at a cost of \$40,640.00 which is expected to assist keeping the turf healthy during the expected water restrictions over the summer months. This proposal includes Revive Turf and Soil Treatment (\$6540), Essential G Turf and Soil Treatment (\$19,500) and Soil Conditioner & Surfactant (\$14,600). I believe we could take the funds for this item out of the Landscape Enhancement line item. **Motion Item: Is there a motion to approve the Summer Turf Program proposal from ED at the cost of \$40,640?**
 5. **Community Center Exterior and Roundabout Landscape Renovation Proposal** – Included in your packet is the draft budget for the clubhouse exterior and roundabout landscape renovation proposal from Environmental Designs. I’ll bring the plans with me to the meeting as they are too big to scan. The budget ranges from \$75K to \$120K but could increase depending on a few factors including which roundabout design is chosen and if additional turf is removed from the community center. **Motion Item: Is there a motion to proceed with the landscape renovation project and if so, which design for the roundabout?**
- B. **Legal Update** – Paul or Stephanie will be in attendance.
1. **Discussion Regarding Account 576517** – Damage Caused by RV – The Board and counsel were provided with the CORA request from the owner who caused damage to District property.
 2. **Lawsuit Update** – An update the lawsuit will be provided if anything has changed since the January meeting.
- C. **Security** – Andy will be in attendance to provide a security update to the Board.

III. Financial Matters

- A. **Review and Acceptance of December 31, 2025 Financial Statements** – The December 31, 2025 Financial Statements are included in your packet for review. A summary is below. If you have any questions, please let me know. **Motion Item: Is there a motion to accept the financial statements for the period ended December 31, 2025?**

As of December 31, 2025	
Checking ICS – Western Alliance	\$1,689,063.74
Loan MMA Checking – Western Alliance	\$34,460.90
Net cash	\$1,723,524.64

- Budget Comparison** - Through December 31, total income collected is over budget by \$110,841.81.
- General and Administrative** - General and administrative expenses were below budget by \$22,596.09.
- Property Expenses** – Property expenses were under budget by \$369,395.96.
- Tax/Ins/Interest Exp** – Tax/Ins/Interest expenses were under budget by \$53,450.00. The insurance for 2026 was paid in January 2026.
- Utility Expenses** – Utility Expenses were over budget by \$40,790.65 due to water expenses.
- Total Budget** – Total expenses were under budget by \$302,272.78.

MURPHY CREEK METROPOLITAN DISTRICT #3

As the income for 2025 exceeded the budgeted amount, we'll need to hold a hearing to amend the 2025 budget at the April meeting.

B. **Review and Acceptance of February 28, 2026 Financial Statements** – The February 28, 2026 Financial Statements are included in your packet for review. A summary is below. If you have any questions, please let me know. **Motion Item: Is there a motion to accept the financial statements for the period ended February 28, 2026?**

As of February 28, 2026	
Checking ICS – Western Alliance	\$1,866,085.30
Loan MMA Checking – Western Alliance	\$34,499.35
Net cash	\$1,900,584.65

Budget Comparison - Through December 31, total income collected is over budget by \$83,017.11. This is due to the Master Association's grant toward the AV system being received.

General and Administrative - General and administrative expenses were below budget by \$27,826.66 after the Bond/Loan Principal is removed (this should be booked to the Debt Service Fund and not the Operating Fund).

Property Expenses – Property expenses were under budget by \$9583.06.

Tax/Ins/Interest Exp – Tax/Ins/Interest expenses were at budget for 2026.

Utility Expenses – Utility Expenses were under budget by \$28,761.54 due to water expenses.

Total Budget – Total expenses were under budget by \$66,171.26.

C. **Review AR Report** - As of February 28, 2026, there were 232 delinquent homeowners totaling \$216,045.75 past due compared to 231 homeowners totaling \$187,609.12 past due as of January 31, 2026. The significant increase in delinquent accounts can be attributed to KB Home going from parcel to all their individual homes being billed in our system and paying roughly 2 months behind when the operations & maintenance fee is due. They did pay the January assessment in early March.

D. **2024 Audit Update** – Several emails have been exchanged with the auditor and I'm hopeful we'll have the draft audit for approval at the meeting.

IV. District Committee Updates

A. Community Center

1. **Community Center Lighting** – Included in your packet are proposals for adding lighting to the exterior of the community center. The first proposal received was from Jellyfish and costs \$12,470. The second proposal received was from Gemstone Lighting and costs \$11,995 once the sales tax is removed. Personally, I will recommend the Gemstone Lighting as if a single light stops working, only that light has to be replaced. With Jellyfish, an entire 4-foot section of lights would have to be replaced. **Motion Item: Is there a motion to go with _____ for exterior lighting of the community center?**

MURPHY CREEK METROPOLITAN DISTRICT #3

2. **Discussion Regarding Review of the Facility after each Rental** – Here is the information sent out by another community for the review of their facility after each rental: The District has a need for monitors (16 years and older) to check the clubhouse following each rental. We have a fabulous clubhouse and sadly, we continue to experience cleanliness issues after each rental. We are looking for homeowners who would like to earn a gift card for your services so we can more closely monitor the amenity following rentals. The damages are costly to all of us. We do have 24-hour video, but we do not have the resources to monitor it 24/7.

We are creating a list of those who are interested in helping so you can be notified of shift opportunities each month. Each shift you work earns you a \$25 gift card. Shifts will last about 20 minutes. A shift means making a quick inspection to verify cleanliness and adherence to the clubhouse rules AFTER an event is done as well as potentially tidying up for the next rental (wiping down tables and counters, rearranging furniture, resetting décor, etc.) and notifying management of any other issues (i.e., damages or low on supplies in bathrooms, etc.) as well as taking photos of any reportable matters. You will not be responsible for communicating findings with anyone other than our district management. You will not be responsible for communicating with homeowners.

All individuals who help will get clear instructions on what to do, when.

Shifts will be assigned on

- Saturday mornings to be completed by 9am
- Sunday mornings to be completed by 9am
- Monday mornings to be completed by 10am (if there is a rental on Sunday evening)
- Other days if rentals occur during weekdays

Individuals will sign up for shifts 1 month in advance based on the reservation calendar.

B. **Communication**

C. **Garden**

D. **Landscape**

E. **Recreation**

1. **Trashcan Replacement** – Several of the trashcans throughout the community are looking worn out. I've investigated having these repainted, but due to age, rust and the material type, it would likely be less expensive to replace them. A photo with pricing has been included in several meeting packets so it has not been included in this one. **Motion Item: Is there a motion to replace 5 trash cans throughout the community at a cost of \$3725, not including shipping or installation.**

3. **2026 Pool Management Agreement** – Included in your packet is the proposal for pool management and lifeguards for 2026. **Motion Item: Is there a motion to approve the 2026 Agreement for Pool Management with Front Range Recreation at a cost of \$90,500?**

F. **Projects Committee**

MURPHY CREEK METROPOLITAN DISTRICT #3

1. **Fence Repairs** – A map of this year’s expected repairs is included in your packet as well as the proposal for the repairs needed as noted by Century Site Services. The cost for this is \$25,211.80 and makes repairs to all the remaining fences owned by the District. This exceeds the budgeted amount by \$211.80.

Motion Item: *Is there a motion to have the fence repairs proposed by Century Site Services at the cost of \$25,211.80?*

2. **Electrical Issues at Old Tom Morris and Jewell** – The application has been submitted to Xcel Energy for the replacement of the lateral line as is required to get this area working properly.

V. **Other Business**

VI. **Board Member Comments**

VII. **Adjournment** – Our next meeting is scheduled for April 22, 2026. Please let me know if you will not be in attendance.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
MURPHY CREEK METROPOLITAN DISTRICT NO. 3
HELD JANUARY 21, 2026**

A regular meeting of the Board of Directors of the Murphy Creek Metropolitan District No. 3 was held on Wednesday, January 21, 2026, at 6:00 p.m. at the Murphy Creek Community Center at 23801 East Florida Avenue, Aurora, Colorado 80018. The meeting was open to the public.

Attendance

In attendance were the following Directors:

Margaret Booker

Ed Dow

Alex Ortiz

Josh Rodriguez

Also, in attendance were:

Shannon Torgerson, Goodwin & Company

Tom White, Environmental Designs

Administrative Matters

Call to Order/Declaration of Quorum – Ms. Torgerson called the meeting to order at 6:00 p.m. Quorum was confirmed with 4 of 5 Board members in attendance. Following discussion, upon a motion made by Director Booker, seconded by Director Ortiz and, upon vote, unanimously carried, the Board excused the absence of Director Muller due to illness.

Approval of Agenda, Meeting Location and Posting Location – Following discussion, upon a motion made by Director Ortiz, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved the agenda as presented. Ms. Torgerson noted the agenda and notice of meeting was posted to the District’s website at least 24-hours prior to the start of the meeting.

Public Comment – A resident noted the deadline for community beautification grants to be requested from the City of Aurora is February 1. The Board noted the District is unable to apply for grants due to restrictions within the Service Plan.

A resident expressed concern regarding the cost of the irrigation controllers that ED is recommending be replaced. The Board noted it is in the information gathering stage and that no vote would be taking place without additional information. Further, the District will be working with Aurora Water to ensure rebates can be obtained for the equipment to be installed.

Consider Approval of Prior Meeting Minutes – November 19, 2025 Regular Meeting – Following discussion, upon a motion made by Director Ortiz, seconded by Director Dow and, upon vote,

unanimously carried, the Board approved the November 19, 2025 Regular Meeting Minutes as presented.

Consider Approval of the 2026 Annual Administrative Resolution –

The Board reviewed the 2026 Administrative Resolution in detail and noted the following:

- Director Dow should not be listed as Secretary
- Meetings will be held monthly on the 4th Wednesday of the month at 6:00 p.m. at the Community Center.
- The Annual Meeting is scheduled for November 18, 2026 due to Thanksgiving.

Following discussion, upon a motion made by Director Rodriguez, seconded by Director Ortiz and, upon vote, unanimously carried, the Board approved the 2026 Annual Administrative Resolution as amended.

Consider Approval of the 2026 Transparency Notice – Following discussion, upon a motion made by Director Dow, seconded by Director Booker and, upon vote, unanimously carried, the Board approved the 2026 Transparency Notice as amended to match the 2026 Annual Administrative Resolution.

Acknowledge Filing of 2026 Boundary Map – Following discussion, upon a motion made by Director Ortiz, seconded by Director Dow and, upon vote, unanimously carried, the Board acknowledged the filing of the 2026 Boundary Map with the Department of Local Governments.

Consider Approval of CORA (Colorado Open Records Act) Resolution – Following discussion, upon a motion made by Director Ortiz, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved the CORA (Colorado Open Records Act) Resolution as presented.

Consider Approval of Online Notice Resolution – Following discussion, upon a motion made by Director Booker, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved the Online Notice Resolution as presented.

Consultant Matters

Landscape Maintenance/Snow Removal – Mr. White was in attendance to answer questions. It was noted there has been minimal snow removal operations due to the lack of snow.

2026 or 2026/2027 Landscape Maintenance Contracts – Ms. Torgerson noted that Mr. Rufien’s office reviewed the contracts as proposed by Environmental Designs and signed off on each, with minimal amendment. Following discussion, upon a motion made by Director Ortiz, seconded by Director Rodriguez and, upon vote, unanimously carried,

the Board approved the 2026/2027 Landscape Maintenance Agreement with Environmental Designs at a cost of \$159,223.00 for 2026, and a 2% maximum increase in 2027 subject to annual appropriations.

Irrigation Controller Replacement Proposal – Following discussion, upon a motion made by Director Booker, seconded by Director Ortiz and, upon vote, unanimously carried, the Board tabled action on this item.

Rejuvenation Prune Proposal – Following discussion, upon a motion made by Director Booker, seconded by Director Ortiz and, upon vote, unanimously carried, the Board approved the Rejuvenation Prune proposal from Environmental Designs at a cost of \$17,701.98 as presented.

Pond Cleaning Proposal – Following discussion, upon a motion made by Director Ortiz, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved the Pond Cleaning proposal at the cost of \$1240.66 subject to the scope of work being amended to include the pond locations.

Stop and Waste Irrigation Proposal – Mr. White provided the Board with information about the 6 Stop and Waste that need to be replaced. Following discussion, upon a motion made by Director Ortiz, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved the Stop and Waste Irrigation proposal at the cost of \$17,826.16 from Environmental Designs.

Doggy Station Waste Can Replacement Proposal – The Board requested the damaged or rusted trash cans attached to dog waste stations be replaced. In those high traffic areas, it was requested that larger cans be used. The Board also requested the 4 new stations be added as discussed in 2025.

Ratification of Winter Watering Completed in December 2025 – Following discussion, upon a motion made by Director Rodriguez, seconded by Director Ortiz and, upon vote, unanimously carried, the Board ratified the approval of winter watering completed in December 2025 by Environmental Designs at the cost of \$14,750.

Legal – The Board requested all motions filed in the lawsuit be sent to them by Litigation Counsel.

Security – Ms. Torgerson provided an update from Mr. Carroll noting 1 vehicle was stolen on December 29 and recovered in another area

in the District on December 31. There was also a burglary reported on December 30.

Financial Matters

Review and Acceptance of November 30, 2025 Financial Statements

– Ms. Torgerson reviewed the November 30, 2025 Financial Statements with the Board.

Review AR Report and Attorney Status Report – Ms. Torgerson reviewed the AR report and Attorney Status Report with the Board. It was noted the Board will see a new tag on the status report as of January letting them know which accounts have been turned over to Arapahoe County for collection efforts.

Account 575947 Late Fee Waiver Request – The Board reviewed the Late Fee Waiver request from account 575947 in detail. Following discussion, upon a motion made by Director Booker, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board denied the late fee waiver request from account 575947.

Account 576214 Payment Plan Request – The Board reviewed the payment plan request from account 576214. Following discussion, upon a motion made by Director Booker, seconded by Director Ortiz and, upon vote, unanimously carried, the Board requested the owner pay 50% of the balance due to start the payment plan with the remainder due over the course of 6 months. It was noted that the Operations and Maintenance fee must be paid each month in addition to the amount due in the payment plan.

2024 Audit Update – Ms. Torgerson noted several meetings have been held regarding the 2024 Audit and that Goodwin is attempting to get it completed as soon as possible.

2025 Audit Proposal – Following discussion, upon a motion made by Director Ortiz, seconded by Director Dow and, upon vote, unanimously carried, the Board approved Wipfli to complete the 2025 Audit, once the 2024 audit has been finalized and at the cost of \$7500.

District Committee Updates

Community Center

Facility Rental Agreement Update – Ms. Torgerson provided the Board with a simplified Facility Rental Agreement, expressing hope that more renters will fully understand the agreement. Following discussion, upon a motion made by Director Rodriguez, seconded by Director Dow and, upon vote, unanimously carried, the Board approved the use of the Facility Rental Agreement Update.

Discussion Regarding Review of Facility after each Rental – The Board requested management obtain additional information on how the Committee would work and determine if there is any interest.

Communication – Ms. Plant noted several items have been added to the website, including the last edition of the newsletter and the survey results. Topics for the next newsletter were requested.

Garden – The Murphy Creek Community Garden won Best Appearance and Golden Shovel Award from the City of Aurora.

Landscape – There was no update.

Recreation

Trashcan Replacement – Ms. Torgerson noted many of the trash receptacles on District property are starting to show their age or are damaged. The Board will consider this as a future expenditure.

2026 Pool Management Agreement – This item was tabled until the March Board meeting.

2026 Amenity Access Forms – The Board reviewed the updated and simplified Amenity Access forms. The Board approved the forms to be mailed to all residences.

Brivo Keycard System Control Panel Proposal – Following discussion, upon a motion made by Director Booker, seconded by Director Rodriguez and, upon vote, unanimously carried, the Board approved a new system control panel to be installed by Everon at the cost of \$2285.

Projects

Fence Repairs – All work approved in 2025 has been completed. Proposals for repairs on areas not touched in 2025 will be requested.

Electrical Issues at Old Tom Morris and Jewell – The Board was provided additional information regarding the electrical issues at Old Tom Morris and Jewell, noting that Xcel wasn't able to trace the lateral line that provides power to the center median at the beginning of December and stated a new lateral line must be installed at the District's cost. Since Xcel hasn't been forthcoming with the process for this installation, there has been quite a bit of communication from the electrician, Xcel and Goodwin trying to figure out what needs to be done.

Other Business

There was no other business to discuss.

Board Member Comments

There were no Board member comments.

Adjournment

With no further business to discuss, upon a motion made by Director Dow, seconded by Director Rodriguez and, upon vote, unanimously carried, the meeting adjourned at 8:46 p.m.

Respectfully submitted,

Secretary for the Meeting

DISTRICT COURT, COUNTY OF ARAPAHOE COLORADO Court Address: 7325 South Potomac Street Centennial, CO 80112	
IN RE: MURPHY CREEK METROPOLITAN DISTRICT NO. 3	▲ COURT USE ONLY ▲
Attorney for the District Name: Paul C. Rufien Reg. No.: 19948 Address: Paul C. Rufien, P.C. 3900 East Mexico Avenue, Suite 300 Denver, CO 80210 Phone: (720) 506-9230	<hr/> Case No.: 1998 CV 003382 Division: 202
OATH OF OFFICE BOARD OF DIRECTOR	

STATE OF COLORADO)
) SS
 COUNTY OF ARAPAHOE)

I, Joshua Rodriguez, do swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Murphy Creek Metropolitan District No. 3 upon which I am about to enter to the best of my ability.

 Name: Joshua Rodriguez
 Address: 1322 S Duquesne Court
 Aurora, CO 80018

Subscribed and sworn to before me this 25th day of March, 2026.

By: _____
 *Person authorized to administer oaths

**County Clerk and Recorder, Clerk of the Court, any other person authorized to administer oaths or Chairman of the Board of Directors, pursuant to § 32-1-901(1), C.R.S.*

DISTRICT COURT, COUNTY OF ARAPAHOE COLORADO Court Address: 7325 South Potomac Street Centennial, CO 80112	
IN RE: MURPHY CREEK METROPOLITAN DISTRICT NO. 3	▲ COURT USE ONLY ▲
Attorney for the District Name: Paul C. Rufien Reg. No.: 19948 Address: Paul C. Rufien, P.C. 3900 East Mexico Avenue, Suite 300 Denver, CO 80210 Phone: (720) 506-9230	<hr/> Case No.: 1998 CV 003382 Division: 202
OATH OF OFFICE BOARD OF DIRECTOR	

STATE OF COLORADO)
) SS
 COUNTY OF ARAPAHOE)

I, Edward Dow, do swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Murphy Creek Metropolitan District No. 3 upon which I am about to enter to the best of my ability.

 Name: Edward Dow
 Address: 1625 S Grand Baker Street
 Aurora, CO 80018

Subscribed and sworn to before me this 25th day of March, 2026.

By: _____
 *Person authorized to administer oaths

**County Clerk and Recorder, Clerk of the Court, any other person authorized to administer oaths or Chairman of the Board of Directors, pursuant to § 32-1-901(1), C.R.S.*



A MONARCH LANDSCAPE COMPANY

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

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Tom White
 Project Name: Murphy Creek Metro District #3
 Project Description: 2026 Spring Floral
 Project Address: 3151 S Vaughn Way Suite 100
 Aurora, Colorado, 80014

Agreement #: 134078
 Date of Agreement: 2/9/2026
 Client Phone Number: 720-647-6541
 Client Email: shannon.torgerson@goodwin-co.com
 Client Job Number: J114715

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 2/9/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

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

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

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

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

5. INSURANCE

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

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, 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 **\$7,268.78** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

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

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

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

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

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

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

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

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

8. ADDITIONAL SERVICES AVAILABLE

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

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

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:

Spring Annual Bed Refresh

This service includes refreshing the soil in the floral bed, mechanically tilling in the bed, and raking it smooth in preparation for the spring floral.

Description	Quantity	Unit
Annual - Refresh with Potting Soil	0.00	SF
Delivery- General	0.00	EA
Annual - Refresh with Planters Mix	0.00	SF
Group Total		\$0.00

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

Spring Annual Bed 2" R&R Soil

This service includes removing 2" of soil from the existing bed(s) and replacing it with a high quality planters mix, tilling in the bed, and raking it smooth in preparation for spring floral.

Description	Quantity	Unit
Annual - Remove 2" Soil & Replace with Potting Soil	0.00	SF
Delivery- General	0.00	EA
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	0.00	EA
Annual - Remove 2" Soil & Replace with Planters Mix	0.00	SF
Group Total		\$0.00

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

Spring Annual Bed 6" R&R Soil

This service includes removing 6" of Soil from the existing bed(s) and replacing it with a high quality planters mix, mechanically tilling in the bed, and raking it smooth in preparation for spring floral.

Description	Quantity	Unit
Annual - Remove 6" Soil & Replace with Potting Soil	0.00	SF
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	0.00	EA
Delivery- General	0.00	EA
Annual - Remove 6" Soil & Replace with Planters Mix	0.00	SF
Group Total		\$0.00

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

EXHIBIT A Scope of Services (the "Work")

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

Spring Annual Color Installation

Spring/Summer Annual Floral includes 3-4 types of annuals.

Unless otherwise outlined in this agreement, ED LLC will not maintain the Spring/Summer Floral Beds.

NO WARRANTIES shall be given, expressed or implied, due to vandalism, theft, over or under watering when irrigation is not available or out of the control of ED LLC, and/or acts of nature (hail, lightening, torrential rainfall, freezing, snow, etc.).

Description	Quantity	Unit
Annual Flower Installation - Spring - Premium	0.00	SF
Annual Flower Installation - Spring - Premium North	0.00	SF
Annual Flower Installation - Spring - Standard	350.00	SF
Annual - Container 24 (existing pot)	0.00	EA
Annual - Container 36 (existing pot)	0.00	EA
Annual - Container by the foot (existing container)	0.00	SF
Group Total		\$4,394.69

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

Spring Annual Color Removal

This service includes the removal of floral at end of the season.

If fall floral is being installed, spring floral needs to be removed no later than September 15th to allow the fall floral to have time to establish roots while irrigation is still active.

Description	Quantity	Unit
Annual Flower Removal	350.00	SF
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	0.00	EA
Group Total		\$282.08

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

Spring Annual Color Maintenance

This agreement includes periodic maintenance of spring floral beds, including root base feeding, foliar feeding, dead heading, and weed and insect control as needed.

Description	Quantity	Unit
Annual Floral Maintenance	1.50	HR
Group Total		\$2,592.01

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

EXHIBIT A
Scope of Services (the "Work")

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



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

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Tom White
 Project Name: Murphy Creek Metro District #3
 Project Description: 2026 Summer Turf Products
 Project Address: 3151 S Vaughn Way Suite 100
 Aurora, Colorado, 80014

Agreement #: 133947
 Date of Agreement: 2/4/2026
 Client Phone Number: 720-647-6541
 Client Email: shannon.torgerson@goodwin-co.com
 Client Job Number: J114715

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 2/4/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Murphy Creek Metro District #3 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

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

3. GENERAL PROVISIONS

- A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work)". Contractor shall not be responsible for any cracking, buckling, marking, or breaking of any concrete or paved surfaces or existing plant material on the Property. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc. Does not include engineering unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work)".
- B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.
- C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work)", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.
- D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.
- E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.
- F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. TERMINATION

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

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

5. INSURANCE

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

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, 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 **\$40,640.00** plus sales taxes as appropriate for the Work in EXHIBIT A - Scope of Services (the "Work")

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

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

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

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

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

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

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

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

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A

Scope of Services (the "Work")

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

Revive Turf & Soil Treatment

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

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

Description	Quantity	Unit	
Revive Turf & Soil Treatment	618.00	KSM	
Group Total			\$6,540.00

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

Essential G Turf & Soil Treatment

Essential G is a fully organic product that helps promote turf health and appearance. This product works to apply missing natural components back to the soils that are often consumed by the turf and not replenished as frequently by common fertilizers. This product does not replace fertilization, but works in conjunction with it.

This product has great residual, can last for a full season, and is recommended as an annual application in the spring. While it is often seen as an integral part of spring services for those who want the healthiest of lawns - it can also be effective as a great mid-season product in the event that turf is stressed and showing signs of dormancy.

Description	Quantity	Unit	
Essential G Turf & Soil Treatment	618.00	KSM	
Group Total			\$19,500.00

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

Soil Conditioner & Surfactant

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

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

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

Description	Quantity	Unit	
Aquicare Plus Turf & Soil Treatment	618.00	KSM	
Group Total			\$14,600.00

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

EXHIBIT A
Scope of Services (the "Work")

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

Murphy Creek Community



2/23/2026

Investment Breakdown

High Low Notes

Project General Conditions:	High	Low	Notes
Mobilization	\$ 2,500	\$ 2,500	Mobilize crew to the jobsite for the entirety of the project - Varies based on scope of work
Delivery of EQ & Materials	\$ 2,500	\$ 2,500	Assumes access to street parking for job trailer & material delivery/staging - Varies based on scope of work
Construction Debris Disposal	\$ 3,750	\$ 2,500	Includes waste removal for entire project - Varies based on scope of work
Project Supervision / Site Management	\$ 2,000	\$ 1,000	Management to ensure a clean, safe site for the duration of the project - Varies based on scope of work
Site Protection & Access Repair	\$ 3,500	\$ 2,000	Price will vary based on what installed landscape will have to be removed/damaged for the new design
Project General Conditions Subtotal	\$ 14,250	\$ 10,500	
Roundabout/Windmill - Landscape Renovation			
Demolition	\$ 6,500	\$ 4,500	Budget is dependent on quantity of plant material, sod, and rock that needs to be removed for new landscape.
Irrigation	\$ 5,500	\$ 2,500	Budget is dependent on existing condition of irrigation system, and how much work is needed to implement the new landscape.
Boulders	\$ 9,500	\$ 5,500	High - Up to 10 tons of Angular Buff/ Moss Boulders, Low - Up to 6 tons of Granite Boulders
Plant Material	\$ 12,500	\$ 8,500	Budget is based off quantity and size of plant material.
Groundcover Material	\$ 10,500	\$ 7,500	High - White Cobble Border & Interlocking Edging, Low - Rainbow Cobble Border & Roll-top Edging
Roundabout - Landscape Renovation - Subtotal	\$ 44,500	\$ 28,500	
Clubhouse Front/ Pool - Landscape Renovation			
Demolition	\$ 10,000	\$ 5,000	High - Demo of more plant material for most/all front clubhouse/sod , Low - Focus only dead plant material/trees
Irrigation	\$ 5,500	\$ 3,500	High -Irrigation retrofit for full front clubhouse, Low - Sprinkler and Drip Irrigation Repair
Boulders	\$ 9,500	\$ 5,500	High - Up to 10 tons of Angular Buff/Moss Boulders, Low - Up to 6 tons of Granite Boulders
Plant Material	\$ 19,500	\$ 12,500	High - Plants for full clubhouse beds and Monument, Low - Focus only around clubhouse/reduce plants around parking lot/Monument
Groundcover Material	\$ 16,500	\$ 8,500	High - Replace rock and fabric full clubhouse, Low - Top-dress mulch/rock
Clubhouse - Landscape Renovation - Subtotal	\$ 61,000	\$ 35,000	
Total Landscape Investment Breakdown	\$ 119,750	\$ 74,000	

Notes:

- All Pricing is budgetary in nature and final cost will vary once a final design and material selection is made

Murphy Creek Metro #3 (CO-Aurora)

Balance Sheet

Period 12/31/2025

Assets

Cash

Cking ICS- Western Alliance	1,689,063.74
Loan MMA Checking - Western Alliance	34,460.90
Investment - UMB	985.00
Investment – ColoTrust – DS	27,557.00
Total Cash	<u>1,752,066.64</u>

Accounts Receivable

AR- Assesment Receivable	3,543.47
Assessment Receivable	130,281.84
County Treasurer- Receivalbe	8,762.00
Declarant - Receivable	0.36
Key/Remote Fee - Receivable	160.00
Administrative - Receivable	122.50
Late Fee Receivable	44,709.14
Clubhouse Rental- Receivable	69.40
AR Fee Receivable	3,415.04
Prior Mgr Collection Fees - Receivable	3,295.85
Legal Fee - Receivable	33,490.79
Developer Fee- Receivable	(3,563.47)
NSF Fee - Receivable	50.00
Misc Expense- Receivable	15,255.09
Total Accounts Receivable	<u>239,592.01</u>

Accounts Receivable Other

Due from General Fund	44,528.92
Property Tax Receivable	1,747,098.00
Total Accounts Receivable Other	<u>1,791,626.92</u>

Other Assets

Prepaid Expense - Prior Mgmt	24,162.03
Total Other Assets	<u>24,162.03</u>

Total Assets

3,807,447.60

Liabilities & Equity

Accounts Payable

Accounts Payable	(190,436.00)
Total Accounts Payable	<u>(190,436.00)</u>

Other Liabilities

Deferred Property Taxes	1,747,098.00
Homeowner Refunds	765.88
Transfer Suspense Account	(1,131.00)
Total Other Liabilities	<u>1,746,732.88</u>

Prepaid Assessments

Prepaid Income	93,777.99
Developer Prepaid Assessments	0.22
Total Prepaid Assessments	<u>93,778.21</u>

Fund Balance

Fund Change-Prior Mgr	605.55
Fund Change-RE Oper	769,141.41
Fund Change-RE Reserve	(74.37)
Fund Balance-Debt Service Fund	71,628.00
Fund Change 2023	(104,598.45)
Fund Change 2024	408,814.89
Fund Change	1,011,855.48
Total Fund Balance	<u>2,157,372.51</u>

Murphy Creek Metro #3 (CO-Aurora)

Balance Sheet

Period 12/31/2025

Liabilities & Equity

Total Liabilities & Equity

3,807,447.60

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 12/1/2025 To 12/31/2025 11:59:00 PM

	Current Month Debit Service Fund				Year to Date Debit Service Fund				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Income									
Other Income									
Interest Income	0.00	0.00	0.00	0.00%	1,118.54	0.00	1,118.54	0.00%	0.00
Property Taxes	0.00	0.00	0.00	0.00%	1,732,241.13	0.00	1,732,241.13	0.00%	0.00
Specific Ownership Taxes	0.00	0.00	0.00	0.00%	97,775.76	0.00	97,775.76	0.00%	0.00
Total Other Income	0.00	0.00	0.00	0.00%	1,831,135.43	0.00	1,831,135.43	0.00%	0.00
Total Income	0.00	0.00	0.00	0.00%	1,831,135.43	0.00	1,831,135.43	0.00%	0.00
Expense									
Administrative Expenses									
Bond/Loan Interest	824,643.75	0.00	824,643.75	0.00%	1,649,287.50	0.00	1,649,287.50	0.00%	0.00
Total Administrative Expenses	824,643.75	0.00	824,643.75	0.00%	1,649,287.50	0.00	1,649,287.50	0.00%	0.00
Total Expense	824,643.75	0.00	824,643.75	0.00%	1,649,287.50	0.00	1,649,287.50	0.00%	0.00
Fund Change	(824,643.75)	0.00	(824,643.75)	0.00%	181,847.93	0.00	181,847.93	0.00%	0.00

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 12/1/2025 To 12/31/2025 11:59:00 PM

	Current Month Operating				Year to Date Operating				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Income									
Assessments									
Assessments	104,040.00	101,160.00	2,880.00	-2.85%	1,202,400.00	1,213,920.00	(11,520.00)	0.95%	1,213,920.00
Developer Assessment	3,563.47	1,334.60	2,228.87	-167.01%	42,761.64	16,041.60	26,720.04	-166.57%	16,041.60
Total Assessments	107,603.47	102,494.60	5,108.87	-4.98%	1,245,161.64	1,229,961.60	15,200.04	-1.24%	1,229,961.60
Other Income									
Clubhouse Rental	400.00	400.00	0.00	0.00%	5,300.00	4,800.00	500.00	-10.42%	4,800.00
Interest Income	1.52	20.00	(18.48)	92.40%	2,853.67	240.00	2,613.67	-1089.03%	240.00
Key/Remote Fee	20.00	163.00	(143.00)	87.73%	1,774.00	2,000.00	(226.00)	11.30%	2,000.00
Late Fee	3,686.86	400.00	3,286.86	-821.72%	27,885.90	4,800.00	23,085.90	-480.96%	4,800.00
AR Fee Income	468.00	80.00	388.00	-485.00%	5,425.00	960.00	4,465.00	-465.10%	960.00
Legal Expense Reimb	0.00	0.00	0.00	0.00%	13,629.14	0.00	13,629.14	0.00%	0.00
Misc Income	0.00	0.00	0.00	0.00%	975,180.58	923,886.52	51,294.06	-5.55%	923,886.52
NSF Fees	25.00	25.00	0.00	0.00%	625.00	300.00	325.00	-108.33%	300.00
Prior Mgr - AR Fees	0.00	0.00	0.00	0.00%	(60.00)	0.00	(60.00)	0.00%	0.00
Replacement Coupon Book	0.00	0.00	0.00	0.00%	15.00	0.00	15.00	0.00%	0.00
Total Other Income	4,601.38	1,088.00	3,513.38	-322.92%	1,032,628.29	936,986.52	95,641.77	-10.21%	936,986.52
Total Income	112,204.85	103,582.60	8,622.25	-8.32%	2,277,789.93	2,166,948.12	110,841.81	-5.12%	2,166,948.12
Expense									
Administrative Expenses									
Accounting-Audit	0.00	625.00	(625.00)	100.00%	5,500.00	7,500.00	(2,000.00)	26.67%	7,500.00
Bank Charges	0.00	100.00	(100.00)	100.00%	0.00	1,200.00	(1,200.00)	100.00%	1,200.00
Bank Charges - Return Pymt	0.00	25.00	(25.00)	100.00%	515.00	300.00	215.00	-71.67%	300.00
Communications Committee	0.00	1,500.00	(1,500.00)	100.00%	6,331.80	18,000.00	(11,668.20)	64.82%	18,000.00
Copies	922.57	1,574.00	(651.43)	41.39%	4,528.75	18,833.00	(14,304.25)	75.95%	18,833.00
District Mapping	0.00	2,913.00	(2,913.00)	100.00%	10,500.00	35,000.00	(24,500.00)	70.00%	35,000.00
Dues/Licenses/Permits	135.00	163.00	(28.00)	17.18%	2,100.00	2,000.00	100.00	-5.00%	2,000.00
Election Services	0.00	913.00	(913.00)	100.00%	2,886.26	11,000.00	(8,113.74)	73.76%	11,000.00
Admin-AR Fees	500.00	80.00	420.00	-525.00%	2,096.00	960.00	1,136.00	-118.33%	960.00
Legal Expense	0.00	625.00	(625.00)	100.00%	17,787.34	7,500.00	10,287.34	-137.16%	7,500.00
Legal- Corporate	(6,907.02)	4,000.00	(10,907.02)	272.68%	76,561.16	48,000.00	28,561.16	-59.50%	48,000.00
Management Fees	15,000.00	7,500.00	7,500.00	-100.00%	115,740.00	90,000.00	25,740.00	-28.60%	90,000.00
Misc General Expense	0.00	0.00	0.00	0.00%	(15,240.09)	0.00	(15,240.09)	0.00%	0.00
Postage/Delivery	0.00	425.00	(425.00)	100.00%	648.00	5,100.00	(4,452.00)	87.29%	5,100.00
Printing-Coupons/Stmts	0.00	762.00	(762.00)	100.00%	7,000.00	9,100.00	(2,100.00)	23.08%	9,100.00
Social Events	0.00	500.00	(500.00)	100.00%	630.93	6,000.00	(5,369.07)	89.48%	6,000.00
Website Hosting	0.00	0.00	0.00	0.00%	311.76	0.00	311.76	0.00%	0.00
Total Administrative Expenses	9,650.55	21,705.00	(12,054.45)	55.54%	237,896.91	260,493.00	(22,596.09)	8.67%	260,493.00
Non-Recurring Expenses									
NR-Amenity Center	0.00	0.00	0.00	0.00%	8,350.25	0.00	8,350.25	0.00%	0.00
NR-Pool	0.00	0.00	0.00	0.00%	94,028.37	0.00	94,028.37	0.00%	0.00
Total Non-Recurring Expenses	0.00	0.00	0.00	0.00%	102,378.62	0.00	102,378.62	0.00%	0.00
Property Expenses									
Access Ctrl-Maint	0.00	100.00	(100.00)	100.00%	2,729.32	1,200.00	1,529.32	-127.44%	1,200.00
Club/Fitness Repair/Maint	35.00	2,000.00	(1,965.00)	98.25%	4,814.00	24,000.00	(19,186.00)	79.94%	24,000.00
Concrete Repair/Maint	0.00	1,663.00	(1,663.00)	100.00%	8,700.00	20,000.00	(11,300.00)	56.50%	20,000.00
Electrical Repair/Maint	0.00	0.00	0.00	0.00%	2,678.63	0.00	2,678.63	0.00%	0.00
Fence Maint/Repair	0.00	2,087.00	(2,087.00)	100.00%	32,847.50	25,000.00	7,847.50	-31.39%	25,000.00
Irrigation Repair/Maint	0.00	5,000.00	(5,000.00)	100.00%	63,634.78	60,000.00	3,634.78	-6.06%	60,000.00
Janitorial-Porter	920.40	1,000.00	(79.60)	7.96%	10,982.58	12,000.00	(1,017.42)	8.48%	12,000.00
Janitorial-Supplies	0.00	75.00	(75.00)	100.00%	592.11	900.00	(307.89)	34.21%	900.00
Keys/Locks	0.00	337.00	(337.00)	100.00%	2,356.00	4,000.00	(1,644.00)	41.10%	4,000.00
Landscape-Enhancements	13,564.00	11,663.00	1,901.00	-16.30%	241,778.29	140,000.00	101,778.29	-72.70%	140,000.00
Landscape-Maint	12,840.56	15,000.00	(2,159.44)	14.40%	158,794.94	180,000.00	(21,205.06)	11.78%	180,000.00
Landscape-Mulch	0.00	1,663.00	(1,663.00)	100.00%	0.00	20,000.00	(20,000.00)	100.00%	20,000.00
Landscape-Retention Pond	0.00	1,163.00	(1,163.00)	100.00%	0.00	14,000.00	(14,000.00)	100.00%	14,000.00
Landscape-Tree Maint	0.00	6,663.00	(6,663.00)	100.00%	47,600.00	80,000.00	(32,400.00)	40.50%	80,000.00
Maint/Repair Supplies	2,140.00	0.00	2,140.00	0.00%	2,140.00	0.00	2,140.00	0.00%	0.00
Monuments & Street Signs	0.00	0.00	0.00	0.00%	3,263.77	0.00	3,263.77	0.00%	0.00
Pet Stations	0.00	200.00	(200.00)	100.00%	0.00	2,400.00	(2,400.00)	100.00%	2,400.00
Playscape Maint/Repair	0.00	20,837.00	(20,837.00)	100.00%	0.00	250,000.00	(250,000.00)	100.00%	250,000.00
Pool Mgmt-Lfgds/Monitor	0.00	7,500.00	(7,500.00)	100.00%	52,247.00	90,000.00	(37,753.00)	41.95%	90,000.00
Pool/Spa-Maint/Supplies	1,734.00	837.00	897.00	-107.17%	29,916.61	10,000.00	19,916.61	-199.17%	10,000.00
Pool-Chemicals	0.00	1,250.00	(1,250.00)	100.00%	2,508.12	15,000.00	(12,491.88)	83.28%	15,000.00
Pool-Furniture	0.00	8,337.00	(8,337.00)	100.00%	50,737.62	100,000.00	(49,262.38)	49.26%	100,000.00
Premise Safety	0.00	663.00	(663.00)	100.00%	1,350.00	8,000.00	(6,650.00)	83.13%	8,000.00
Security/Monitoring- Patrol	13,025.00	7,500.00	5,525.00	-73.67%	73,417.00	90,000.00	(16,583.00)	18.43%	90,000.00
Community Security Cameras	0.00	4,087.00	(4,087.00)	100.00%	49,791.70	49,000.00	791.70	-1.62%	49,000.00
Snow Removal	2,527.50	3,500.00	(972.50)	27.79%	27,892.50	42,000.00	(14,107.50)	33.59%	42,000.00
Tennis Courts	0.00	500.00	(500.00)	100.00%	3,331.57	6,000.00	(2,668.43)	44.47%	6,000.00
Total Property Expenses	46,786.46	103,625.00	(56,838.54)	54.85%	874,104.04	1,243,500.00	(369,395.96)	29.71%	1,243,500.00
Tax/Ins/Interest Exp									
Ins-F&EC or Package	450.00	4,488.00	(4,038.00)	89.97%	450.00	53,900.00	(53,450.00)	99.17%	53,900.00
Total Tax/Ins/Interest Exp	450.00	4,488.00	(4,038.00)	89.97%	450.00	53,900.00	(53,450.00)	99.17%	53,900.00

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 12/1/2025 To 12/31/2025 11:59:00 PM

	Current Month Operating				Year to Date Operating				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Utility Expenses									
Internet	712.59	600.00	112.59	-18.77%	6,095.07	7,200.00	(1,104.93)	15.35%	7,200.00
Electric	1,075.90	2,000.00	(924.10)	46.21%	20,200.61	24,000.00	(3,799.39)	15.83%	24,000.00
Phone Service	0.00	250.00	(250.00)	100.00%	2,258.01	3,000.00	(741.99)	24.73%	3,000.00
Water	864.27	14,625.00	(13,760.73)	94.09%	221,936.96	175,500.00	46,436.96	-26.46%	175,500.00
Total Utility Expenses	<u>2,652.76</u>	<u>17,475.00</u>	<u>(14,822.24)</u>	<u>84.82%</u>	<u>250,490.65</u>	<u>209,700.00</u>	<u>40,790.65</u>	<u>-19.45%</u>	<u>209,700.00</u>
Total Expense	<u>59,539.77</u>	<u>147,293.00</u>	<u>(87,753.23)</u>	<u>59.58%</u>	<u>1,465,320.22</u>	<u>1,767,593.00</u>	<u>(302,272.78)</u>	<u>17.10%</u>	<u>1,767,593.00</u>
Fund Change	<u>52,665.08</u>	<u>(43,710.40)</u>	<u>96,375.48</u>	<u>220.49%</u>	<u>812,469.71</u>	<u>399,355.12</u>	<u>413,114.59</u>	<u>-103.45%</u>	<u>399,355.12</u>

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 12/1/2025 To 12/31/2025 11:59:00 PM

	Current Month Reserve				Year to Date Reserve				Annual	
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		
Income										
Other Income										
Interest Income	0.00	0.00	0.00	0.00%	24,941.44	0.00	24,941.44	0.00%	0.00	
Total Other Income	0.00	0.00	0.00	0.00%	24,941.44	0.00	24,941.44	0.00%	0.00	
Total Income	0.00	0.00	0.00	0.00%	24,941.44	0.00	24,941.44	0.00%	0.00	
Expense										
Administrative Expenses										
Bank Charges	0.00	0.00	0.00	0.00%	7,403.60	0.00	7,403.60	0.00%	0.00	
Total Administrative Expenses	0.00	0.00	0.00	0.00%	7,403.60	0.00	7,403.60	0.00%	0.00	
Total Expense	0.00	0.00	0.00	0.00%	7,403.60	0.00	7,403.60	0.00%	0.00	
Fund Change	0.00	0.00	0.00	0.00%	17,537.84	0.00	17,537.84	0.00%	0.00	

Murphy Creek Metro #3 (CO-Aurora)

Balance Sheet

Period 02/28/2026

Assets

Cash

Cking ICS- Western Alliance	1,866,085.30
Loan MMA Checking - Western Alliance	34,499.35
Investment - UMB	985.00
Investment – ColoTrust – DS	27,557.00
Total Cash	<u>1,929,126.65</u>

Accounts Receivable

AR- Assesment Receivable	3,543.47
Assessment Receivable	96,062.69
County Treasurer- Receivalbe	8,762.00
Declarant - Receivable	0.36
Key/Remote Fee - Receivable	120.00
Administrative - Receivable	(3.00)
Late Fee Receivable	44,151.18
Clubhouse Rental- Receivable	(10.60)
AR Fee Receivable	4,113.04
Prior Mgr Collection Fees - Receivable	2,880.85
Legal Fee - Receivable	50,879.35
Developer Fee- Receivable	(3,563.47)
NSF Fee - Receivable	90.00
Misc Expense- Receivable	15,240.09
Total Accounts Receivable	<u>222,265.96</u>

Accounts Receivable Other

Due from General Fund	44,528.92
Property Tax Receivable	1,747,098.00
Total Accounts Receivable Other	<u>1,791,626.92</u>

Other Assets

Prepaid Expense - Prior Mgmt	24,162.03
Total Other Assets	<u>24,162.03</u>

Total Assets

3,967,181.56

Liabilities & Equity

Accounts Payable

Accounts Payable	(500.00)
Total Accounts Payable	<u>(500.00)</u>

Other Liabilities

Deferred Property Taxes	1,747,098.00
Homeowner Refunds	765.88
Transfer Suspense Account	(1,131.00)
Total Other Liabilities	<u>1,746,732.88</u>

Prepaid Assessments

Prepaid Income	110,289.95
Developer Prepaid Assessments	0.22
Total Prepaid Assessments	<u>110,290.17</u>

Fund Balance

Fund Change-Prior Mgr	605.55
Fund Change-RE Oper	769,141.41
Fund Change-RE Reserve	(74.37)
Fund Balance-Debt Service Fund	71,628.00
Fund Change 2023	(104,598.45)
Fund Change 2024	408,814.89
Fund Change 2025	1,011,855.48

Murphy Creek Metro #3 (CO-Aurora)

Balance Sheet

Period 02/28/2026

Liabilities & Equity

<u>Fund Balance</u>		
Fund Change	(46,714.00)	
Total Fund Balance	<u>2,110,658.51</u>	
Total Liabilities & Equity		<u>3,967,181.56</u>

Murphy Creek Metro #3 (CO-Aurora)

Income Statement

Period 2/1/2026 To 2/28/2026 11:59:00 PM

	Month to Date	%	Year to Date	%
Operating Income				
Assessments				
Assessments	109,680.00	56.14%	219,360.00	70.76%
Developer Assessment	663.28	0.34%	1,326.56	0.43%
Total Assessments	110,343.28	56.48%	220,686.56	71.19%
Other Income				
Clubhouse Rental	250.00	0.13%	950.00	0.31%
Interest Income	1.32	0.00%	2.87	0.00%
Key/Remote Fee	10.00	0.01%	30.00	0.01%
Late Fee	(64.00)	-0.03%	2,718.13	0.88%
AR Fee Income	(16.00)	-0.01%	578.00	0.19%
Miscl Income	84,852.55	43.43%	84,852.55	27.37%
NSF Fees	0.00	0.00%	175.00	0.06%
Total Other Income	85,033.87	43.52%	89,306.55	28.81%
Total Income	195,377.15	100.00%	309,993.11	100.00%
Expense				
Administrative Expenses				
Bank Charges - Return Pymt	0.00	0.00%	20.00	0.01%
Copies	229.80	0.09%	229.80	0.06%
District Mapping	0.00	0.00%	8,500.00	2.24%
Dues/Licenses/Permits	60.00	0.02%	1,522.50	0.40%
Admin-AR Fees	0.00	0.00%	552.00	0.15%
Legal Expense	572.00	0.22%	572.00	0.15%
Bond/Loan Principal	190,000.00	74.55%	190,000.00	50.14%
Management Fees	15,450.00	6.06%	15,675.00	4.14%
Postage/Delivery	14.04	0.01%	14.04	0.00%
Total Administrative Expenses	206,325.84	80.95%	217,085.34	57.29%
Property Expenses				
Access Ctrl-Maint	0.00	0.00%	182.34	0.05%
Electrical Repair/Maint	0.00	0.00%	2,525.75	0.67%
Fence Maint/Repair	0.00	0.00%	29,562.75	7.80%
Janitorial-Porter	988.00	0.39%	2,043.60	0.54%
Landscape-Enhancements	2,155.56	0.85%	2,155.56	0.57%
Landscape-Maint	13,666.64	5.36%	27,333.28	7.21%
Landscape-Retention Pond	1,240.66	0.49%	1,240.66	0.33%
Landscape-Tree Maint	0.00	0.00%	14,750.00	3.89%
Security/Monitoring- Patrol	6,500.00	2.55%	13,025.00	3.44%
Community Security Cameras	20,750.00	8.14%	20,750.00	5.48%
Snow Removal	0.00	0.00%	896.00	0.24%
Total Property Expenses	45,300.86	17.77%	114,464.94	30.21%
Tax/Ins/Interest Exp				
Ins-F&EC or Package	0.00	0.00%	41,480.00	10.95%
Total Tax/Ins/Interest Exp	0.00	0.00%	41,480.00	10.95%
Utility Expenses				
Internet	548.37	0.22%	932.28	0.25%
Electric	1,462.79	0.57%	2,861.14	0.76%
Phone Service	347.77	0.14%	394.75	0.10%
Water	889.94	0.35%	1,718.29	0.45%
Total Utility Expenses	3,248.87	1.27%	5,906.46	1.56%
Total Expense	254,875.57	100.00%	378,936.74	100.00%
Fund Change	(59,498.42)		(68,943.63)	

Murphy Creek Metro #3 (CO-Aurora)

Income Statement

Period 2/1/2026 To 2/28/2026 11:59:00 PM

	Month to Date	%	Year to Date	%
Reserve				
<u>Income</u>				
Other Income				
Clubhouse Rental	400.00	1.80%	400.00	1.80%
Interest Income	0.00	0.00%	38.45	0.17%
Key/Remote Fee	20.00	0.09%	20.00	0.09%
Late Fee	3,383.68	15.25%	3,383.68	15.22%
AR Fee Income	564.00	2.54%	564.00	2.54%
Legal Expense Reimb	17,748.50	79.98%	17,748.50	79.84%
NSF Fees	75.00	0.34%	75.00	0.34%
Total Other Income	<u>22,191.18</u>	<u>100.00%</u>	<u>22,229.63</u>	<u>100.00%</u>
Total Income	<u>22,191.18</u>	<u>100.00%</u>	<u>22,229.63</u>	<u>100.00%</u>
Fund Change	<u>22,191.18</u>		<u>22,229.63</u>	

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 2/1/2026 To 2/28/2026 11:59:00 PM

	Current Month Debit Service Fund				Year to Date Debit Service Fund				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Income									
Other Income									
Interest Income	0.00	208.00	(208.00)	100.00%	0.00	416.00	(416.00)	100.00%	2,500.00
Property Taxes	0.00	150,888.00	(150,888.00)	100.00%	0.00	301,776.00	(301,776.00)	100.00%	1,810,661.00
Specific Ownership Taxes	0.00	9,053.00	(9,053.00)	100.00%	0.00	18,106.00	(18,106.00)	100.00%	108,640.00
Total Other Income	0.00	160,149.00	(160,149.00)	100.00%	0.00	320,298.00	(320,298.00)	100.00%	1,921,801.00
Total Income	0.00	160,149.00	(160,149.00)	100.00%	0.00	320,298.00	(320,298.00)	100.00%	1,921,801.00
Expense									
Administrative Expenses									
Bond/Loan Principal	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	235,000.00
Bond/Loan Interest	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,639,313.00
Trustee Fees	0.00	2,402.00	(2,402.00)	100.00%	0.00	4,804.00	(4,804.00)	100.00%	28,827.00
Total Administrative Expenses	0.00	2,402.00	(2,402.00)	100.00%	0.00	4,804.00	(4,804.00)	100.00%	1,903,140.00
Total Expense	0.00	2,402.00	(2,402.00)	100.00%	0.00	4,804.00	(4,804.00)	100.00%	1,903,140.00
Fund Change	0.00	157,747.00	(157,747.00)	100.00%	0.00	315,494.00	(315,494.00)	100.00%	18,661.00

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 2/1/2026 To 2/28/2026 11:59:00 PM

	Current Month Operating				Year to Date Operating				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Income									
Assessments									
Assessments	109,680.00	110,400.00	(720.00)	0.65%	219,360.00	220,800.00	(1,440.00)	0.65%	1,324,800.00
Developer Assessment	663.28	90.00	573.28	-636.98%	1,326.56	180.00	1,146.56	-636.98%	1,075.80
Total Assessments	110,343.28	110,490.00	(146.72)	0.13%	220,686.56	220,980.00	(293.44)	0.13%	1,325,875.80
Other Income									
Bad Debt - Assessment Fees	0.00	(833.00)	833.00	100.00%	0.00	(1,666.00)	1,666.00	100.00%	(10,000.00)
Clubhouse Rental	250.00	433.00	(183.00)	42.26%	950.00	866.00	84.00	-9.70%	5,200.00
Interest Income	1.32	300.00	(298.68)	99.56%	2.87	600.00	(597.13)	99.52%	3,600.00
Key/Remote Fee	10.00	125.00	(115.00)	92.00%	30.00	250.00	(220.00)	88.00%	1,500.00
Late Fee	(64.00)	2,000.00	(2,064.00)	103.20%	2,718.13	4,000.00	(1,281.87)	32.05%	24,000.00
AR Fee Income	(16.00)	80.00	(96.00)	120.00%	578.00	160.00	418.00	-261.25%	960.00
Legal Expense Reimb	0.00	833.00	(833.00)	100.00%	0.00	1,666.00	(1,666.00)	100.00%	10,000.00
Misc Income	84,852.55	0.00	84,852.55	0.00%	84,852.55	0.00	84,852.55	0.00%	0.00
NSF Fees	0.00	60.00	(60.00)	100.00%	175.00	120.00	55.00	-45.83%	720.00
Total Other Income	85,033.87	2,998.00	82,035.87	-2736.35%	89,306.55	5,996.00	83,310.55	-1389.44%	35,980.00
Total Income	195,377.15	113,488.00	81,889.15	-72.16%	309,993.11	226,976.00	83,017.11	-36.58%	1,361,855.80
Expense									
Administrative Expenses									
Accounting-Audit	0.00	0.00	0.00	0.00%	0.00	9,500.00	(9,500.00)	100.00%	9,500.00
Bank Charges	0.00	100.00	(100.00)	100.00%	0.00	200.00	(200.00)	100.00%	1,200.00
Bank Charges - Return Pymt	0.00	60.00	(60.00)	100.00%	20.00	120.00	(100.00)	83.33%	720.00
Communications Committee	0.00	1,250.00	(1,250.00)	100.00%	0.00	2,500.00	(2,500.00)	100.00%	15,000.00
Copies	229.80	1,250.00	(1,020.20)	81.62%	229.80	2,500.00	(2,270.20)	90.81%	15,000.00
District Mapping	0.00	0.00	0.00	0.00%	8,500.00	0.00	8,500.00	0.00%	0.00
Dues/Licenses/Permits	60.00	200.00	(140.00)	70.00%	1,522.50	400.00	1,122.50	-280.63%	2,400.00
Admin-AR Fees	0.00	80.00	(80.00)	100.00%	552.00	160.00	392.00	-245.00%	960.00
Legal Expense	572.00	833.00	(261.00)	31.33%	572.00	1,666.00	(1,094.00)	65.67%	10,000.00
Legal- Corporate	0.00	6,250.00	(6,250.00)	100.00%	0.00	12,500.00	(12,500.00)	100.00%	75,000.00
Bond/Loan Principal	190,000.00	0.00	190,000.00	0.00%	190,000.00	0.00	190,000.00	0.00%	0.00
Management Fees	15,450.00	7,725.00	7,725.00	-100.00%	15,675.00	15,450.00	225.00	-1.46%	92,700.00
Postage/Delivery	14.04	625.00	(610.96)	97.75%	14.04	1,250.00	(1,235.96)	98.88%	7,500.00
Printing-Coupons/Stmts	0.00	0.00	0.00	0.00%	0.00	8,000.00	(8,000.00)	100.00%	8,000.00
Social Events	0.00	333.00	(333.00)	100.00%	0.00	666.00	(666.00)	100.00%	4,000.00
Website Hosting	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	400.00
Total Administrative Expenses	206,325.84	18,706.00	187,619.84	-1002.99%	217,085.34	54,912.00	162,173.34	-295.33%	242,380.00
Property Expenses									
Access Ctrl-Maint	0.00	275.00	(275.00)	100.00%	182.34	550.00	(367.66)	66.85%	3,300.00
Club/Fitness Repair/Maint	0.00	1,000.00	(1,000.00)	100.00%	0.00	2,000.00	(2,000.00)	100.00%	12,000.00
Concrete Repair/Maint	0.00	833.00	(833.00)	100.00%	0.00	1,666.00	(1,666.00)	100.00%	10,000.00
Electrical Repair/Maint	0.00	500.00	(500.00)	100.00%	2,525.75	1,000.00	1,525.75	-152.58%	6,000.00
Fence Maint/Repair	0.00	2,083.00	(2,083.00)	100.00%	29,562.75	4,166.00	25,396.75	-609.62%	25,000.00
Irrigation Repair/Maint	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	75,000.00
Janitorial-Porter	988.00	917.00	71.00	-7.74%	2,043.60	1,834.00	209.60	-11.43%	11,000.00
Janitorial-Supplies	0.00	83.00	(83.00)	100.00%	0.00	166.00	(166.00)	100.00%	1,000.00
Keys/Locks	0.00	146.00	(146.00)	100.00%	0.00	292.00	(292.00)	100.00%	1,750.00
Landscape-Enhancements	2,155.56	6,667.00	(4,511.44)	67.67%	2,155.56	13,334.00	(11,178.44)	83.83%	80,000.00
Landscape-Maint	13,666.64	13,269.00	397.64	-3.00%	27,333.28	26,538.00	795.28	-3.00%	159,223.00
Landscape-Mulch	0.00	1,250.00	(1,250.00)	100.00%	0.00	2,500.00	(2,500.00)	100.00%	15,000.00
Landscape-Retention Pond	1,240.66	833.00	407.66	-48.94%	1,240.66	1,666.00	(425.34)	25.53%	10,000.00
Landscape-Tree Maint	0.00	5,000.00	(5,000.00)	100.00%	14,750.00	10,000.00	4,750.00	-47.50%	60,000.00
Playscape Maint/Repair	0.00	6,667.00	(6,667.00)	100.00%	0.00	13,334.00	(13,334.00)	100.00%	80,000.00
Pool Mgmt-Lfgds/Monitor	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	90,500.00
Pool/Spa-Maint/Supplies	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	25,000.00
Pool-Chemicals	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	3,500.00
Premise Safety	0.00	667.00	(667.00)	100.00%	0.00	1,334.00	(1,334.00)	100.00%	8,000.00
Security/Monitoring- Patrol	6,500.00	7,500.00	(1,000.00)	13.33%	13,025.00	15,000.00	(1,975.00)	13.17%	90,000.00
Community Security Cameras	20,750.00	4,167.00	16,583.00	-397.96%	20,750.00	8,334.00	12,416.00	-148.98%	50,000.00
Snow Removal	0.00	12,500.00	(12,500.00)	100.00%	896.00	20,000.00	(19,104.00)	95.52%	42,000.00
Tennis Courts	0.00	167.00	(167.00)	100.00%	0.00	334.00	(334.00)	100.00%	2,000.00
Total Property Expenses	45,300.86	64,524.00	(19,223.14)	29.79%	114,464.94	124,048.00	(9,583.06)	7.73%	860,273.00
Tax/Ins/Interest Exp									
Ins-F&EC or Package	0.00	0.00	0.00	0.00%	41,480.00	41,480.00	0.00	0.00%	41,480.00
Total Tax/Ins/Interest Exp	0.00	0.00	0.00	0.00%	41,480.00	41,480.00	0.00	0.00%	41,480.00
Utility Expenses									
Internet	548.37	542.00	6.37	-1.18%	932.28	1,084.00	(151.72)	14.00%	6,500.00
Electric	1,462.79	1,917.00	(454.21)	23.69%	2,861.14	3,834.00	(972.86)	25.37%	23,000.00
Phone Service	347.77	250.00	97.77	-39.11%	394.75	500.00	(105.25)	21.05%	3,000.00
Water	889.94	14,625.00	(13,735.06)	93.91%	1,718.29	29,250.00	(27,531.71)	94.13%	175,500.00
Total Utility Expenses	3,248.87	17,334.00	(14,085.13)	81.26%	5,906.46	34,668.00	(28,761.54)	82.96%	208,000.00
Total Expense	254,875.57	100,564.00	154,311.57	-153.45%	378,936.74	255,108.00	123,828.74	-48.54%	1,352,133.00
Fund Change	(59,498.42)	12,924.00	(72,422.42)	560.37%	(68,943.63)	(28,132.00)	(40,811.63)	-145.07%	9,722.80

Murphy Creek Metro #3 (CO-Aurora)

Budget Comparison

Period 2/1/2026 To 2/28/2026 11:59:00 PM

	Current Month Reserve				Year to Date Reserve				Annual
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	
Income									
Other Income									
Clubhouse Rental	400.00	0.00	400.00	0.00%	400.00	0.00	400.00	0.00%	0.00
Interest Income	0.00	0.00	0.00	0.00%	38.45	0.00	38.45	0.00%	13,518.00
Key/Remote Fee	20.00	0.00	20.00	0.00%	20.00	0.00	20.00	0.00%	0.00
Late Fee	3,383.68	0.00	3,383.68	0.00%	3,383.68	0.00	3,383.68	0.00%	0.00
AR Fee Income	564.00	0.00	564.00	0.00%	564.00	0.00	564.00	0.00%	0.00
Legal Expense Reimb	17,748.50	0.00	17,748.50	0.00%	17,748.50	0.00	17,748.50	0.00%	0.00
NSF Fees	75.00	0.00	75.00	0.00%	75.00	0.00	75.00	0.00%	0.00
Total Other Income	<u>22,191.18</u>	<u>0.00</u>	<u>22,191.18</u>	<u>0.00%</u>	<u>22,229.63</u>	<u>0.00</u>	<u>22,229.63</u>	<u>0.00%</u>	<u>13,518.00</u>
Total Income	<u>22,191.18</u>	<u>0.00</u>	<u>22,191.18</u>	<u>0.00%</u>	<u>22,229.63</u>	<u>0.00</u>	<u>22,229.63</u>	<u>0.00%</u>	<u>13,518.00</u>
Expense									
Administrative Expenses									
Bank Charges	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	7,404.00
Total Administrative Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>7,404.00</u>
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>7,404.00</u>
Fund Change	<u>22,191.18</u>	<u>0.00</u>	<u>22,191.18</u>	<u>0.00%</u>	<u>22,229.63</u>	<u>0.00</u>	<u>22,229.63</u>	<u>0.00%</u>	<u>6,114.00</u>

Murphy Creek Metro #3 (CO-Aurora)

Bank Reconciliation Expanded Detail

Bank: Cking ICS- Western Alliance Account: *****9827

Statement Date: 2/28/2026

G/L Balance: 1,866,085.30

Linked Statement: 030526152800_9827_022826.PDF

Statement Balance: 1,876,726.06

Item	Date	Check #	Amount	Balance
			Previous Balance:	1,799,565.47
Cynthia Winsel	1/15/2026	25238	-60.00	1,799,505.47
iamGIS Group LLC	1/21/2026	110450	-8,500.00	1,791,005.47
Metropolitan District Public Safety Group	1/21/2026	110451	-6,525.00	1,784,480.47
Goodwin & Company	1/26/2026	25240	-340.00	1,784,140.47
Tomas Wiles	1/27/2026	25241	-120.00	1,784,020.47
Glenton Muller	1/30/2026	110452	-225.00	1,783,795.47
Environmental Designs, Inc	1/30/2026	110453	-896.00	1,782,899.47
Goodwin & Company	1/30/2026	110454	-45.00	1,782,854.47
Colorado Special Districts Property and Liability Pool	1/30/2026	110455	-41,480.00	1,741,374.47
Everon, LLC	1/30/2026	301165	-68.67	1,741,305.80
Century Link	2/2/2026	301199	-164.46	1,741,141.34
Lafrance and Tameka Harris	2/4/2026	25243	-250.00	1,740,891.34
Aurora Water	2/4/2026	301166	-47.87	1,740,843.47
Aurora Water	2/4/2026	301167	-14.25	1,740,829.22
Aurora Water	2/4/2026	301168	-14.25	1,740,814.97
Aurora Water	2/4/2026	301169	-33.46	1,740,781.51
Aurora Water	2/4/2026	301170	-14.25	1,740,767.26
Aurora Water	2/4/2026	301171	-112.52	1,740,654.74
Aurora Water	2/4/2026	301172	-47.87	1,740,606.87
Aurora Water	2/4/2026	301173	-14.25	1,740,592.62
Aurora Water	2/4/2026	301174	-14.25	1,740,578.37
Aurora Water	2/4/2026	301175	-33.46	1,740,544.91
Aurora Water	2/4/2026	301176	-33.46	1,740,511.45
Aurora Water	2/4/2026	301177	-33.46	1,740,477.99
Aurora Water	2/4/2026	301178	-33.46	1,740,444.53
Aurora Water	2/4/2026	301179	-14.25	1,740,430.28
Aurora Water	2/4/2026	301180	-14.25	1,740,416.03
Aurora Water	2/4/2026	301181	-14.25	1,740,401.78
Aurora Water	2/4/2026	301182	-14.25	1,740,387.53
Aurora Water	2/4/2026	301183	-14.25	1,740,373.28
Aurora Water	2/4/2026	301184	-33.46	1,740,339.82
Aurora Water	2/4/2026	301185	-21.45	1,740,318.37
Aurora Water	2/4/2026	301186	-14.25	1,740,304.12
Aurora Water	2/4/2026	301187	-14.25	1,740,289.87
Aurora Water	2/4/2026	301188	-33.46	1,740,256.41
Aurora Water	2/4/2026	301189	-33.46	1,740,222.95
Aurora Water	2/4/2026	301190	-14.25	1,740,208.70
Aurora Water	2/4/2026	301191	-33.46	1,740,175.24
Aurora Water	2/4/2026	301192	-47.87	1,740,127.37
Aurora Water	2/4/2026	301193	-14.25	1,740,113.12
Aurora Water	2/4/2026	301194	-21.45	1,740,091.67
Aurora Water	2/4/2026	301195	-14.25	1,740,077.42

* voided check

3/16/2026 11:04:37 AM

Page 1 of 4

Murphy Creek Metro #3 (CO-Aurora)

Bank Reconciliation Expanded Detail

Aurora Water	2/4/2026	301196	-14.25	1,740,063.17
Aurora Water	2/4/2026	301197	-14.25	1,740,048.92
Granite Telecommunications, LLC	2/9/2026	301198	-347.77	1,739,701.15
Comcast Business	2/16/2026	301200	-383.91	1,739,317.24
XCEL Energy	2/17/2026	301201	-1,462.79	1,737,854.45
Environmental Designs, Inc	2/18/2026	110456	-17,062.86	1,720,791.59
Flock Safety	2/18/2026	110457	-20,750.00	1,700,041.59
Reliant Commercial Cleaning Services LLC	2/18/2026	110459	-988.00	1,699,053.59
Goodwin & Company	2/18/2026	110460	-16,325.84	1,682,727.75
Total Checks:			-116,837.72	
VMSXChange.PostTransaction	1/28/2026		330.00	1,683,057.75
VMSXChange.PostTransaction	1/29/2026		300.00	1,683,357.75
VMSXChange.PostTransaction	1/30/2026		400.00	1,683,757.75
VMSXChange.PostTransaction	1/31/2026		480.00	1,684,237.75
VMSXChange.PostTransaction	2/1/2026		1,320.00	1,685,557.75
Adjustment Batch	2/2/2026		1,131.39	1,686,689.14
Lockbox	2/2/2026		2,040.00	1,688,729.14
VMSXChange.PostTransaction	2/2/2026		1,680.00	1,690,409.14
Adjustment Batch	2/3/2026		5,772.24	1,696,181.38
Lockbox	2/3/2026		540.00	1,696,721.38
VMSXChange.PostTransaction	2/3/2026		1,320.00	1,698,041.38
Lockbox	2/4/2026		1,560.00	1,699,601.38
VMSXChange.PostTransaction	2/4/2026		2,020.00	1,701,621.38
Account Void: Void Transaction	2/5/2026		-180.00	1,701,441.38
Lockbox	2/5/2026		3,620.80	1,705,062.18
VMSXChange.PostTransaction	2/5/2026		32,488.59	1,737,550.77
Lockbox	2/6/2026		21,166.20	1,758,716.97
VMSXChange.PostTransaction	2/6/2026		1,520.00	1,760,236.97
VMSXChange.PostTransaction	2/7/2026		400.00	1,760,636.97
VMSXChange.PostTransaction	2/8/2026		60.00	1,760,696.97
Lockbox	2/9/2026		1,923.28	1,762,620.25
VMSXChange.PostTransaction	2/9/2026		730.00	1,763,350.25
Lockbox	2/10/2026		1,710.00	1,765,060.25
VMSXChange.PostTransaction	2/10/2026		440.00	1,765,500.25
Lockbox	2/11/2026		1,191.40	1,766,691.65
VMSXChange.PostTransaction	2/11/2026		703.04	1,767,394.69
Lockbox	2/12/2026		1,200.00	1,768,594.69
VMSXChange.PostTransaction	2/12/2026		420.00	1,769,014.69
Batch Void: Void Transaction	2/13/2026		-410.00	1,768,604.69
Lockbox	2/13/2026		820.00	1,769,424.69
VMSXChange.PostTransaction	2/13/2026		600.00	1,770,024.69
VMSXChange.PostTransaction	2/14/2026		180.00	1,770,204.69
VMSXChange.PostTransaction	2/15/2026		540.47	1,770,745.16
Adjustment Batch	2/16/2026		389.10	1,771,134.26
VMSXChange.PostTransaction	2/16/2026		120.00	1,771,254.26
Adjustment Batch	2/17/2026		180.00	1,771,434.26

* voided check

3/16/2026 11:04:37 AM

Page 2 of 4

Murphy Creek Metro #3 (CO-Aurora)

Bank Reconciliation Expanded Detail

Lockbox	2/17/2026	370.00	1,771,804.26
Murphy Creek Master Association, Inc. - Ck 340 - 09182:	2/17/2026	84,852.55	1,856,656.81
VMSXChange.PostTransaction	2/17/2026	60.00	1,856,716.81
Lockbox	2/18/2026	1,815.40	1,858,532.21
VMSXChange.PostTransaction	2/18/2026	180.00	1,858,712.21
Adjustment Batch	2/19/2026	120.00	1,858,832.21
Lockbox	2/19/2026	840.00	1,859,672.21
Lockbox	2/20/2026	120.00	1,859,792.21
VMSXChange.PostTransaction	2/22/2026	60.00	1,859,852.21
Lockbox	2/23/2026	740.00	1,860,592.21
VMSXChange.PostTransaction	2/23/2026	140.00	1,860,732.21
Adjustment Batch	2/24/2026	10,440.00	1,871,172.21
Lockbox	2/24/2026	750.00	1,871,922.21
VMSXChange.PostTransaction	2/24/2026	240.47	1,872,162.68
Adjustment Batch	2/25/2026	1,032.86	1,873,195.54
Lockbox	2/25/2026	300.00	1,873,495.54
VMSXChange.PostTransaction	2/25/2026	393.00	1,873,888.54
Adjustment Batch	2/26/2026	75.40	1,873,963.94
Lockbox	2/26/2026	990.80	1,874,954.74
VMSXChange.PostTransaction	2/26/2026	140.00	1,875,094.74
Lockbox	2/27/2026	1,630.00	1,876,724.74
Bank Reconcile: Interest Earned	2/28/2026	1.32	1,876,726.06

Total Deposits / Adjustments: 193,998.31

Statement Balance: 1,876,726.06

Outstanding Items:

Check #	Date	Reference	Uncleared Checks
110458	2/18/2026	Metropolitan District Public Safety Group	6,500.00
25184	12/20/2024	John Waechter	60.00
25211	6/24/2025	Yemane Aregawi	60.00
25220	8/9/2025	Simone Ross	75.42
25223	8/28/2025	Julio Garcia-Aguirre	60.00
25225	10/10/2025	Brittany Ramirez	60.00
25233	12/2/2025	Matthew Urdank & Anais Quinonez	460.00
* 25242	1/30/2026	Murphy Creek Build To Rent LLC	250.00
25244	2/6/2026	Miguel Villalon Torres	60.00
25245	2/11/2026	Michelle Williams	60.00
25246	2/23/2026	Rodrigo & Monica Chavez Trust	120.00
301049	10/31/2025	Everon, LLC	68.67
301069	11/5/2025	Aurora Water	4,650.15
301202	2/23/2026	Aurora Water	47.52
			12,531.76

Date	Reference	Uncleared Deposits
9/27/2023	VMSXChange.PostTransaction	60.00
12/31/2023	YTD entry to merge reserve with operati	0.00
12/31/2023	Adjustment entry to reconcile balances	61.00
9/29/2025	VMSXChange.PostTransaction	60.00

* voided check

3/16/2026 11:04:37 AM

Page 3 of 4

Murphy Creek Metro #3 (CO-Aurora)

Bank Reconciliation Expanded Detail

2/25/2026	VMSXChange.PostTransaction	60.00
2/26/2026	VMSXChange.PostTransaction	60.00
2/27/2026	VMSXChange.PostTransaction	850.00
2/28/2026	VMSXChange.PostTransaction	740.00
		<hr/>
		1,891.00

Bank Reconciliation Summary: Cking ICS- Western Alliance Account: *****9827

G/L Balance:	1,866,085.30
Uncleared Checks, Credits:	12,531.76
Uncleared Deposits, Debits:	1,891.00
G/L Difference:	1,876,726.06
Statement Balance:	1,876,726.06
G/L and Balance Difference:	0.00

Murphy Creek Metro #3 (CO-Aurora)
Bank Statement Attachments



PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

Last statement: January 31, 2026
This statement: February 28, 2026
Total days in statement period: 28

MURPHY CREEK METRO N03
C/O GOODWIN MANAGEMENT INC
OPERATING
PO BOX 203310
AUSTIN TX 78720-3310

Page 1
XXXXXX9827
(10)

Direct inquiries to:
888-734-4567

Alliance Association Banking
3075 W. Ray Road, FL 4
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

SUMMARY OF ACCOUNT BALANCES

Account	Number	Ending Balance
Special District DDA	XXXXXX9827	\$75,001.32
Cash Manager Balance	XX-XXX1-98-5	\$1,801,724.74

Investment totals as of February 28, 2026

Special District DDA

Account number	XXXXXX9827	Beginning balance	\$75,001.55
Enclosures	10	Total additions	283,999.39
Low balance	\$75,000.00	Total subtractions	283,999.62
Average balance	\$75,000.06	Ending balance	\$75,001.32
Avg collected balance	\$68,758		

CHECKS

Number	Date	Amount	Number	Date	Amount
25238	02-09	60.00	110452	02-09	225.00
25240 *	02-05	340.00	110453	02-06	896.00
25241	02-06	120.00	110455 *	02-19	41,480.00
25243 *	02-18	250.00	110456	02-24	17,062.86
110450 *	02-02	8,500.00	* Skip in check sequence		
110451	02-06	6,525.00			

Date	Description	Subtractions
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	14.25
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	14.25
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	21.45
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	21.45
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	33.46
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	47.87
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	47.87
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	47.87
02-05	' ACH Debit CITY OF AURORA BILLPAY 260205	112.52
02-05	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	3,718.38
02-06	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	39,478.44
02-09	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	10,853.63
02-10	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	2,730.00

Date	Description	Subtractions
02-11	' ACH Debit GRANITE TELECOMM CASH CONC 260211 05290550	347.77
02-11	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,753.63
02-12	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,560.00
02-13	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,313.04
02-17	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	86,151.65
02-18	' ACH Debit COMCAST-XFINITY CABLE SVCS 260218	383.91
02-18	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,781.49
02-19	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*110459*2602 18*Reliant Commercial Cleaning S\201676462\160057840\2	988.00
02-19	' ACH Debit XCEL ENERGY-PSCO XCELENERGY 260219	1,462.79
02-19	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*110460*2602 18*Goodwin Compan y\201676470\160057841\201676470	16,325.84
02-19	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*110457*2602 18*Flock Safety\201676457\160057839\201676457	20,750.00
02-20	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	420.00
02-23	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	740.00
02-25	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,472.86
02-26	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,571.67
02-27	' Automatic Transfer TRANSFER TO INSURED SWEEP XX XXXXXXXXXXXXXXXXX1985	1,898.00

CREDITS

<u>Date</u>	<u>Description</u>	<u>Additions</u>
02-02	' Automatic Transfer TRANSFER FROM INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	4,742.06
02-02	' Remote Deposit	120.00
02-02	' Remote Deposit	1,011.39
02-02	' ACH Credit ATGPay Online Pa ATGPay Onl 260202 ST-T1R2J6S7K3G1	630.00
02-02	' Lockbox Deposit	2,040.00
02-03	' Remote Deposit	5,772.24
02-03	' ACH Credit ATGPay Online Pa ATGPay Onl 260203 ST-X4M0A3A3R2U7	2,020.00
02-03	' Lockbox Deposit	540.00
02-04	' ACH Credit ATGPay Online Pa ATGPay Onl 260204 ST-V9M6Y9X6P4Y5	2,060.00
02-04	' Lockbox Deposit	1,560.00
02-05	' ACH Credit ATGPay Online Pa ATGPay Onl 260205 ST-T9A4Q5J1R7B7	1,280.00
02-05	' Lockbox Deposit	3,620.80
02-06	' ACH Credit ATGPay Online Pa ATGPay Onl 260206 ST-M8I0H0L3T0J9	25,853.24
02-06	' Lockbox Deposit	21,166.20
02-09	' ACH Credit ATGPay Online Pa ATGPay Onl 260209 ST-F1A3T4F0Y5N1	9,215.35
02-09	' Lockbox Deposit	1,923.28
02-10	' ACH Credit ATGPay Online Pa ATGPay Onl 260210 ST-H0D1I0Y8Y3Z6	1,020.00
02-10	' Lockbox Deposit	1,710.00
02-11	' ACH Credit ATGPay Online Pa ATGPay Onl 260211 ST-P6R6S0G0J4Q5	910.00
02-11	' Lockbox Deposit	1,191.40
02-12	' ACH Credit ATGPay Online Pa ATGPay Onl 260212 ST-A4J8T2P6S2K8	360.00
02-12	' Lockbox Deposit	1,200.00

Date	Description	Additions
02-13	' ACH Credit ATGPay Online Pa ATGPay Onl 260213 ST-A6T9T4S3I2Y0	903.04
02-13	' Lockbox Deposit	410.00
02-17	' Remote Deposit	180.00
02-17	' Remote Deposit	389.10
02-17	' Remote Deposit	84,852.55
02-17	' ACH Credit ATGPay Online Pa ATGPay Onl 260217 ST-X4Q8W1G8M5H3	360.00
02-17	' Lockbox Deposit	370.00
02-18	' ACH Credit ATGPay Online Pa ATGPay Onl 260218 ST-D2Z8U3C7C0P9	600.00
02-18	' Lockbox Deposit	1,815.40
02-19	' Automatic Transfer TRANSFER FROM INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	79,446.16
02-19	' ACH Credit ATGPay Online Pa ATGPay Onl 260219 ST-X0F0W2E3U3P8	720.47
02-19	' Lockbox Deposit	840.00
02-20	' Remote Deposit	120.00
02-20	' ACH Credit ATGPay Online Pa ATGPay Onl 260220 ST-M7S9L4N1H4M1	180.00
02-20	' Lockbox Deposit	120.00
02-23	' Lockbox Deposit	740.00
02-24	' Automatic Transfer TRANSFER FROM INSURED SWEEP XX XXXXXXXXXXXXXXXX1985	5,812.86
02-24	' Remote Deposit	10,440.00
02-24	' ACH Credit ATGPay Online Pa ATGPay Onl 260224 ST-I8S0T8V0W2R4	60.00
02-24	' Lockbox Deposit	750.00
02-25	' Remote Deposit	1,032.86
02-25	' ACH Credit ATGPay Online Pa ATGPay Onl 260225 ST-X2S5Y5D4K6B9	140.00
02-25	' Lockbox Deposit	300.00
02-26	' Remote Deposit	75.40
02-26	' ACH Credit ATGPay Online Pa ATGPay Onl 260226 ST-L3W8P9Z6E2A6	505.47
02-26	' Lockbox Deposit	990.80

<u>Date</u>	<u>Description</u>	<u>Additions</u>
02-27	' ACH Credit ATGPay Online Pa ATGPay Onl 260227 ST-K2B7P7B2R1S9	268.00
02-27	' Lockbox Deposit	1,630.00
02-28	' Interest Credit	1.32

DAILY BALANCES

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
01-31	75,001.55	02-10	75,000.00	02-20	75,000.00
02-02	75,000.00	02-11	75,000.00	02-23	75,000.00
02-03	75,000.00	02-12	75,000.00	02-24	75,000.00
02-04	75,000.00	02-13	75,000.00	02-25	75,000.00
02-05	75,000.00	02-17	75,000.00	02-26	75,000.00
02-06	75,000.00	02-18	75,000.00	02-27	75,000.00
02-09	75,000.00	02-19	75,000.00	02-28	75,001.32

INTEREST INFORMATION

Annual percentage yield earned	0.02%
Interest-bearing days	28
Average balance for APY	\$69,132.95
Interest earned	\$1.32

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Your Cash Manager Account

ACCOUNT BALANCE \$1,801,724.74

Account number

XX-XXX1-98-5

ICS CASH SWEEP SUMMARY AS OF 02/28/26

Beginning Balance	\$1,724,563.92
Deposits	167,161.90
Withdrawals	-90,001.08
Ending Balance	\$1,801,724.74

CASH MANAGER BALANCES

Depository Institution	Balance
BOKF, National Association Tulsa, OK	247,000.00
Banc of California Los Angeles, CA	247,000.00
Manufacturers and Traders Trust Co Buffalo, NY	247,000.00
Quad City Bank and Trust Company Bettendorf, IA	70,826.74
South State Bank, N.A. Winter Haven, FL	247,000.00
The Huntington National Bank Columbus, OH	247,000.00
UMB Bank, National Association Kansas City, MO	247,000.00
Valley National Bank Morristown, NJ	247,000.00
DEPOSIT PENDING ALLOCATION	1,898.00

Depository Institution	Balance
CASH MANAGER BALANCE	\$1,801,724.74
AVERAGE BALANCE	\$1,782,847.05
ANNUAL PERCENTAGE YIELD	0.0000%

ICS CASH SWEEP TRANSACTION ACTIVITY

Date	Description	Transaction Amount	Balance
02-01	Beginning Balance		1,724,563.92
02-02	Withdrawal	-4,742.06	1,719,821.86
02-03	Deposit	8,099.11	1,727,920.97
02-04	Deposit	3,620.00	1,731,540.97
02-05	Deposit	3,718.38	1,735,259.35
02-06	Deposit	39,478.44	1,774,737.79
02-09	Deposit	10,853.63	1,785,591.42
02-10	Deposit	2,730.00	1,788,321.42
02-11	Deposit	1,753.63	1,790,075.05
02-12	Deposit	1,560.00	1,791,635.05
02-13	Deposit	1,313.04	1,792,948.09
02-17	Deposit	86,151.65	1,879,099.74
02-18	Deposit	1,781.49	1,880,881.23
02-19	Withdrawal	-79,446.16	1,801,435.07
02-20	Deposit	420.00	1,801,855.07
02-23	Deposit	740.00	1,802,595.07
02-24	Withdrawal	-5,812.86	1,796,782.21
02-25	Deposit	1,472.86	1,798,255.07
02-26	Deposit	1,571.67	1,799,826.74
02-27	Deposit	1,898.00	1,801,724.74
02-28	Ending Balance		\$1,801,724.74

Original Check # 25238
Cking ICS- Western Alliance
Murphy Creek Metropolitan District No 3
3151 S Vaughn Way, Suite 100
Aurora, CO 80014
(855) 289-6007

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

25238

DATE: 01/30/2026

PAY TO: SIXTY DOLLARS AND 00/100 ****

DATE: 01/30/2026

AMOUNT: \$60.00

TO THE ORDER OF: Cynthia Wiesel
1787 S Buchanan Circle
Aurora, CO 80018

Resident Refund: 576308 1787 S Buchanan Circle CD/MCM

10452 # 122105980 # 86345198 27

02/09/2026 25238 \$60.00

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110452

DATE: 01/30/2026

PAY TO: Glenton Muller

THE ORDER OF: Two Hundred Twenty-Five Dollars and Zero Cents

memo: Inv: 012726; (cont. on stub)

\$ 225.00

DOLLARS

10452 # 122105980 # 86345198 27

02/09/2026 110452 \$225.00

Original Check # 25240
Cking ICS- Western Alliance
Murphy Creek Metropolitan District No 3
3151 S Vaughn Way, Suite 100
Aurora, CO 80014
(855) 289-6007

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

25240

DATE: 01/29/2026

PAY TO: THREE HUNDRED FORTY DOLLARS AND 00/100 ****

DATE: 01/29/2026

AMOUNT: \$340.00

TO THE ORDER OF: Goodwin & Company
11980 Jollyville Rd
Austin, TX 78759

Resident Refund: 678224 RT GM CD/MCM

10453 # 122105980 # 86345198 27

02/05/2026 25240 \$340.00

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110453

DATE: 01/30/2026

PAY TO: Environmental Designs, Inc

THE ORDER OF: Eight Hundred Ninety-Six Dollars and Zero Cents

memo: Acc: 7/138; Inv: CD0603135; (cont. on stub)

\$ 896.00

DOLLARS

10453 # 122105980 # 86345198 27

02/06/2026 110453 \$896.00

Original Check # 25241
Cking ICS- Western Alliance
Murphy Creek Metropolitan District No 3
3151 S Vaughn Way, Suite 100
Aurora, CO 80014
(855) 289-6007

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

25241

DATE: 01/27/2026

PAY TO: ONE HUNDRED TWENTY DOLLARS AND 00/100 ****

DATE: 01/27/2026

AMOUNT: \$120.00

TO THE ORDER OF: Tomas Wiles
2358 E Arkansas Place
Aurora, CO 80018

Resident Refund: Tomas Wiles

10455 # 122105980 # 86345198 27

02/06/2026 25241 \$120.00

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110455

DATE: 01/30/2026

PAY TO: Colorado Special Districts Property and Liability Pool

THE ORDER OF: Forty-One Thousand Four Hundred Eighty Dollars and Zero Cents

memo: Acc: 26P-60223-3130; Inv: 60223-11325; (cont. on stub)

\$ 41,480.00

DOLLARS

10455 # 122105980 # 86345198 27

02/19/2026 110455 \$41,480.00

Original Check # 25243
Cking ICS- Western Alliance
Murphy Creek Metropolitan District No 3
3151 S Vaughn Way, Suite 100
Aurora, CO 80014
(855) 289-6007

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

25243

DATE: 02/18/2026

PAY TO: TWO HUNDRED FIFTY DOLLARS AND 00/100 ****

DATE: 02/18/2026

AMOUNT: \$250.00

TO THE ORDER OF: Lufansa and Tamara Harris
24701 E Arizona Circle
Aurora, CO 80018

Resident Refund: CD/MCM- Acc# 575688 - 24701 E Arizona Circle

10456 # 122105980 # 86345198 27

02/18/2026 25243 \$250.00

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110456

DATE: 02/18/2026

PAY TO: Environmental Designs, Inc

THE ORDER OF: Seventeen Thousand Sixty-Two Dollars and Eighty-Six Cents

memo: See Check Stub for Remittance Info

\$ 17,062.86

DOLLARS

10456 # 122105980 # 86345198 27

02/24/2026 110456 \$17,062.86

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110450

DATE: 01/21/2026

PAY TO: JamGIS Group LLC

THE ORDER OF: Eight Thousand Five Hundred Dollars and Zero Cents

memo: Inv: 01310; (cont. on stub)

\$ 8,500.00

DOLLARS

10450 # 122105980 # 86345198 27

02/02/2026 110450 \$8,500.00

Murphy Creek Metro #3 (CO-Aurora)
11950 Jollyville Rd
Austin, TX 78759

Western Alliance Bank
2700 West Sahara Avenue
Las Vegas, NV 89102

110451

DATE: 01/21/2026

PAY TO: Metropolitan District Public Safety Group

THE ORDER OF: Six Thousand Five Hundred Twenty-Five Dollars and Zero Cents

memo: Inv: 1963; (cont. on stub)

\$ 6,525.00

DOLLARS

10451 # 122105980 # 86345198 27

02/06/2026 110451 \$6,525.00



Brilliant Solutions

Brilliant Solutions, Inc

14 Inverness Drive East | Suite F-108 | Englewood, Colorado 80112
(720) 998-8886 | info@mybrilliantolutions.com | www.mybrilliantolutions.com

RECIPIENT:

Shannon Torgerson
Aurora, CO

Quote #3688	
Sent on	02/19/2026
Total	\$12,384.84

Product/Service	Description	Qty.	Unit Price	Total
Gemstone LED Lights and Standard Color Matched Track	WHOLE BUILDING (AREA MARKED IN RED) *Murphy Creek Community Center Supply and install of Gemstone Lights LED pixel lights and U-track system.	1	\$12,590.00	\$12,590.00
Discount		1	-\$595.00	-\$595.00

A deposit of \$4,334.69 will be required to begin.

Subtotal	\$11,995.00
Arapahoe County (3.25%)	\$389.84
Total	\$12,384.84

This quote is valid for the next 30 days, after which values may be subject to change.

Quote

JellyFish Lighting
 12896 Pony Express Rd #300
 Draper, UT 84020
 801-613-7421
 support@jellyfishlighting.com



Quote #: 146372
PO #: Torgerson/WL
Quote Date: 2/12/2026
Terms: COD

Customer:

Pool House Murphy Creek
 Shannon Torgerson
 23801 East Florida Avenue
 Aurora, CO, 80018
 Cell: (720) 647-6541
 shannon.torgerson@goodwin-co.com

Shipping Address:

Pool House Murphy Creek
 Shannon Torgerson
 23801 East Florida Avenue
 Aurora, CO, 80018

Jobsite:

Pool House Murphy Creek
 Shannon Torgerson
 23801 East Florida Avenue
 Aurora, CO, 80018
 Cell: (720) 647-6541
 shannon.torgerson@goodwin-co.com

Color:

Jellyfish Lighting™ (“Contractor”) looks forward to working with you (the party listed in the Proposal, “Customer”) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement (“Agreement”) you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

1. **Scope of Work:** Contractor agrees to provide the materials and/or services (“Work”) according to the pricing and terms outlined in the following Proposal and this Agreement.

PROPOSAL

Sku	Description	Total
1	Colorado-JellyFish-Pro-Lighting-System-Expanded	\$16,510.00
2	Sales Discount	(\$4,040.00)
Subtotal		\$12,470.00
Total		\$12,470.00
Estimate Total		\$12,470.00



2. Change Order: If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor's reasonable costs and expenses incurred in complying with Customer's requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.

3. Proposal Terms and Conditions: Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:

a. **Expiration of Proposal.** The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.

b. **Additional Charges.**

i. Programming, setup, installation, training, assistance or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings as well as the ability for the Customer to create and modify the default programming and timing settings. Customer agrees to pay a customization fee in the event the Customer seeks a technician to create or modify programs or settings or requires other assistance.

ii. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

iii. If a lift is required for installation, warranty or service, all costs relating to that lift will be borne by the Customer.

c. **Customer Furnished Equipment.** Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.

JellyFish Lighting Custom Installation Agreement

4. Payment: No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.

5. Payment Schedule: The "Payment Schedule" is as follows:

a. No work will start until the Customer has made a payment satisfactory to the Contractor (the "Deposit Payment") is made; and

b. Final payment ("Final Payment") is due at Substantial Completion. Substantial Completion shall be determined at the sole discretion of Jellyfish but generally is the stage in the progress of the Services when the Services are sufficiently complete in accordance with the Agreement so that the Customer can utilize the Services for its intended use ("Substantial Completion"). Customer agrees to allow the Contractor to charge the amount left due and owing for the Final Payment with the credit card on file with Contractor after Substantial Completion of the Work.

6. Authorization of Payment: Notwithstanding Section 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment after the installation of the Work.

7. Invoice: Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.

8. Late Payments: For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").

9. Customer Training: Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, in-person training by Contractor, or (b) scheduling a demo and training at a Contractor showroom at no additional cost.

10. **General Terms and Conditions:** Customer acknowledges receipt the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.

11. **Warranty:** Contractor agrees to provide the warranties listed herein to Customer according to the general terms and conditions below, for a period of one (1) year for labor, five (5) years for eave light parts, and three (3) years for landscape and patio light parts, to commence upon the completion of the system/Work (collectively, the "Warranty Period").

a. Parts and Labor. Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for a period of time equal to the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty"), as set forth below. The Parts and Labor Warranty is limited to the repair or replacement of the Jellyfish system. Customer must make a claim for a Parts and Labor Warranty through by contacting the office which did the installation.

i. Contractor warrants that Contractor's labor to install the lighting system will be free from defects in workmanship throughout the applicable Warranty Period. This labor warranty does not include any damages or defects in the lighting system except to the extent solely caused by Contractor's installation of the lighting system.

ii. Contractor warrants that all parts provided by Contractor as part of the lighting system will be free from defects in materials or workmanship throughout the applicable Warranty Period.

iii. The Parts and Labor Warranty does not cover any damage due to: (a) abuse, neglect, or intentional damage; (b) improper use; (c) failure to follow the product instructions or failure to perform any preventive maintenance; (d) modification or relocation; (e) unauthorized repair; (f) installation of parts other than those provided by Contractor; (g) corrosion and normal wear and tear; or (h) external causes such as accidents or other actions or events beyond Contractor's reasonable control.

b. Telephone Support. Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty").

c. Survival. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon Final payment from the Customer to Contractor. The warranties set forth in this Agreement are personal to Customer and may not be assigned or transferred to any third person, including any purchaser of Customer's home.

d. Connectivity not Warrantied. In connection with installation of the Jellyfish system, Contractor will use commercially reasonable efforts to connect the Jellyfish system to Customer's Wi-Fi. Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the Wi-Fi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the Contractor—even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.

e. Significant and extraordinary events; misuse. The Parts and Labor Warranty does not cover significant and extraordinary events that might otherwise damage a home, its roof, its gutters or other fascia. An example, but not exhaustive, list of such events includes fires, power surges, wind storms, and electrical storms. Additionally, the Parts and Labor Warranty does not cover misuse, abuse or alteration of the Jellyfish system, including as may relate to or arise from the failure to follow instructions or directions for use of the Jellyfish system.

f. Disclaimer of all other warranties. Any implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. The Parts and Labor Warranty is the exclusive remedy of the Customer. In no event shall Contractor be liable (whether in tort or contract) for damages in excess of the price paid to Contractor for the Jellyfish system or for any indirect, incidental, special or consequential damages of any kind.

GENERAL TERMS AND CONDITIONS

Term: This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

Work in Process: Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

Other Contracts: Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review,

acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

Contract Documents; Conflicting Terms: This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

Cure Period: If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

Delays: Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

Third Parties: Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

Liens: Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law; Customer hereby authorizes all such actions.

Adequate Assurances: Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its work.

Termination and Breach: Without Cause. The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. With Cause. Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement. Without limiting the rights of Contractor hereunder, if Customer desires to terminate this Agreement other than for cause by Contractor after seven (7) calendar days after the execution of this Agreement, Customer shall pay Contractor, or Contractor may withhold and keep from the Deposit Payment, an amount equal to 15% of the total price of the Work in the Proposal.

Incompatible Structures: Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

Method of Terminating: If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for termination, and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

Contractor Services: Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

Survival of Obligations: If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

Remedies: In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, interest at the rate of 1.5% per month (compounded monthly), all expenses, including a 25% collection charge on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

Title of Equipment: Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

Insurance: Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

Indemnity: Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

Liability: Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

Limitation of Liability: IN NO EVENT SHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

Waivers: Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

Indemnity from Subcontractors: Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

Relationship of Parties: In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

Other Work: Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

Contacting the Customer: The Customer hereby consents to be contacted by the Contractor and Contractor's agents and assigns by telephone, email and text with respect to any matter relating to this Agreement.

Notices: All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: David Steed, 12896 Pony Express Rd Suite 300 Draper, Utah 84020.

Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right, or affect the validity of this Agreement or any order relating thereto.

Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State and Federal Courts located in Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

Acceptance of Terms: If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

Interpretation: All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

Attorney's Fees: In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce

any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

Liability Exclusions: Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefor.

Time of Completion: The Contractor agrees to install the Work in a commercially reasonable timeframe.

Invoicing Disputes: Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

Access to Property: Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

Payments Received: Customer agrees that all funds owed to Contractor, but not received from Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

Facsimile Signatures and Counterparts: This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirmative email or electronic consent (e.g. "I agree", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

Español: Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

Larger Print: To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

Entire Agreement: This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.

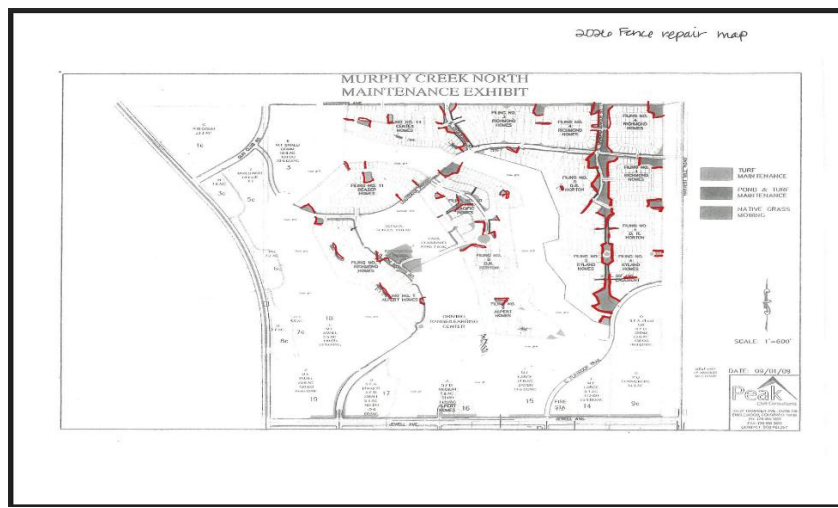


Construction Proposal

This Landscape Project Contract (this “Contract”) is entered into on, March 16, 2026, between, Murphy Creek Metro District #3 HOA (“Customer”) and Century Site Services, Inc. (“Contractor”).

Scope of Work. Contractor agrees to furnish all labor, materials, tools, and equipment necessary to perform and complete the following work (the “Work”):

Vinyl Fence Repair



- Following red marks in map above perform the following vinyl fence repairs;
- Remove and replace 10ea 5x5 Posts and cement into place
- Remove and replace 29ea 1.5”x5.5”x8’ Rails
- Install 18ea missing or broken 5x5 post caps
- Remove and replace 217ea 7/8x3” dog eared fence pickets
- Pickets will be attached with a screw as the old style pickets are no longer available
- Install 32ea missing or broken 4x4 post caps
- Install 55ea missing dog eared picket caps
- Install 2ea 4x4 posts and cement into place

Cost \$25,211.80

Payment Terms. In consideration of the performance of the Work, Customer agrees to pay Contractor a fee of See costs listed above (the “Fee”). To the extent the Fee is greater than \$10,000, half of the Fee is required as a down payment upon execution of this Contract. Upon substantial completion of the work, Contractor shall send an invoice for all remaining amounts owed for the work, which amount shall be due and payable within Thirty days of the invoice date to Contractor at its principal office. Any amounts that are not received in Contractor’s office within thirty days of invoice shall be past due and will automatically incur a late charge equal to the greater of \$100 or 10% of the unpaid amounts. Additionally, any past due amounts shall accrue interest at the rate of 5% per month. On any change order(s), these will be billed on the 80% billing of the completion of the work invoice. In the case there are change orders made after the 80% billing invoice, these will be put on the final billing after the completion of the work. And will be due within thirty (30) days of that invoice.

Equipment Charge. In addition to the Fee, Customer shall pay Contractor an hourly fee for any specialized equipment required for the performance of the Work (the “Equipment Charges”) unless otherwise stated. The amount of Equipment Charges shall be determined by Contractor in its sole discretion, based on commercially reasonable fees charged for similar equipment in the industry. Contractor shall include any Equipment Charges on its invoice.

Quality of Work. The Work shall be performed in a good and workmanlike manner and in accordance with all applicable codes, regulations, laws and ordinances.

I. **Change Orders.** Any deviation from the scope of the Work set forth in Section 0 must be agreed upon, in writing, on Contractor’s Change Order Form, which form will specify the scope of the change and any additional fees caused by the Change.

II. **Storage of Materials.** During Contractor’s performance of the Work, Contractor may leave materials and equipment at the work site, in Contractor’s sole discretion.

III. **Additional Provisions.** Owner and Contractor further agree as follows:

A. **Contractor’s Insurance.** Contractor shall at all times maintain general

liability insurance, worker's compensation insurance, and such other insurance, in such amounts, as Contractor determines. Contractor shall provide proof of insurance upon Customer's request.

B. Correction of Work. Customer must notify Contractor of any damage Customer believes was caused by Contractor, or any work that Customer believes was not performed in accordance Section 1 within thirty days of the date the Work giving rise to the concern was performed. Contractor shall correct any Work it determines in its sole discretion requires correction within thirty days of Customer's request. Customer acknowledges that the only damage Contractor is obligated to fix at its own expense is damage caused by Contractor's gross negligence or willful misconduct.

C. Independent Contractor. Contractor shall, for all purposes, be deemed an independent contractor, rather than an agent of Customer, and Contractor agrees that it shall not hold itself out to third parties other than as an independent contractor.

D. Assignment. Contractor may assign this Agreement at any time without Customer's consent, including assigning the performance of any Work to one or more subcontractors. Customer shall not assign this Contract without Contractor's prior written consent, which shall not be unreasonably withheld.

E. Indemnification. Contractor shall not be liable to Customer for any loss or damage, unless caused by Contractor's own gross negligence or intentional misconduct. Customer agrees to indemnify and hold harmless Contractor for any liability, damages, costs, and expenses (including reasonable attorney's fees, costs, and disbursements) sustained or incurred for injury to any person or damage to any property in, about, and in connection with the Property, from any cause whatsoever, unless such injury shall be caused by Contractor's own gross negligence or intentional misconduct.

F. Force Majeure. In the event that Contractor cannot perform Work due to factors outside its control, including labor troubles, floods, fires, acts of God, acts of war, accidents, shortages of equipment or supplies, Contractor shall be afforded additional time to complete its obligations once the event giving rise to the inability to perform has terminated.

G. Access. Customer shall ensure that Contractor has access to the property to perform the Work.

H. Miscellaneous. This Contract shall be construed and interpreted in accordance with the substantive laws of the State of Colorado, without reference to its principles of conflict of laws. This Contract constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Contract may be modified only by a writing signed by both the Contractor and Customer. This Agreement may be executed in a number of identical counterparts which may be executed and delivered by electronic means, including .pdf by email, each of which, for all purposes, is to be deemed as original, and all of which constitute, collectively, one agreement. If any court of competent

jurisdiction determines that any provision of this term is unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby.

I. Underground Utilities. Century Site Services LLC. will not be held responsible for any material beneath the surface of the ground which includes but is not limited to all utilities (public or private), irrigation, low voltage lighting and leach fields. The cost of these repairs are solely are the responsibilities of the client or customer, whether marked or un-marked

J. Utility Notification. All clients of Century Site Services LLC. are responsible for contacting proper utilities companies and private parties for underground locates. These must be painted and flagged at their expense.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the date first set forth above.

Customer Authorized Signature:	Address for Notifications Address:
--	--

Print Name: Title: Date:	Phone: Email:
CONTRACTOR Century Site Services Authorized Signature: <i>Erik Snemyr</i> Print: Name: Erik Snemyr Title: Operations manager/Sales	Address for Notifications 2045 W Union Ave Unit #D Englewood, CO 80110 Phone: 720-366-0771 Email: erik@centurysiteservices.com