

LEGACY METROPOLITAN DISTRICT NOS. 1-12

2025 CONSOLIDATED ANNUAL REPORT

Pursuant to §32-1-207(3)(c) and the Service Plan for Legacy Metropolitan District Nos. 1-12 (collectively the “**Districts**”), the Districts are required to provide an annual report to the City of Wheat Ridge with regard to the following matters:

For the year ending December 31, 2025, the Districts make the following report:

Service Plan Requirements

1. A narrative summary of the progress of the Districts in implementing its service plan for the Report Year.

On February 24, 2025, the City approved the Districts’ Service Plan. The Districts, in conjunction with the Developer, continue to implement the development schedule as contemplated in the Service Plan. Legacy Metropolitan District Nos. 1-4 entered into an Agreement Establishing the Legacy Community Authority on October 8, 2025. Legacy Metropolitan District Nos. 1-4 and 7 entered into a First Amendment to the Agreement Establishing the Legacy Community Authority on November 21, 2025. In accordance with the Establishment Agreement, the Legacy Community Authority (the “**Authority**”) was established for the purpose of providing the following: ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping, operation, maintenance and repair of public improvements and facilities, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan.

2. Except when an exemption from audit has been granted for the Report Year under the Local Government Audit Law, the audited financial statements of the Districts for the Report Year including a statement of financial condition (i.e. balance sheet) as of December 31 of the Report Year and the statement of operations (i.e. revenues and expenditures) for the Report Year.

Pursuant to §29-1-604, C.R.S., Legacy Metropolitan District Nos. 1-12 were exempt from audit. The 2025 Applications for Exemption from Audit are attached hereto as **Exhibit A**. The 2025 Audit for Legacy Community Authority will be provided in a supplemental annual report.

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of public facilities in a Report Year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the Report Year.

During 2025, no capital expenditures were incurred by the Districts in development of public facilities. All public facilities to serve the property within the Districts' boundaries are being constructed by The LLC, LLC. The Districts have no capital improvement projects anticipated from 2025-2030.

4. **Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the Report Year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the Report Year, the amount of payment or retirement of existing indebtedness of the Districts in the Report Year, the total assessed valuation of all taxable properties within the Districts as of January 1 of the Report Year, and the current mill levy of the Districts pledged to debt retirement in the Report Year.**

In 2025, the Authority issued its Limited Tax Supported Revenue Bonds, Series 2025A; (ii) Subordinate Limited Tax Supported Revenue Bonds, Series 2025B; and (iii) Second Subordinate Limited Tax Supported Revenue Bonds, Series 2025C, with a pledge of revenue from District Nos. 1, 2, 3, 4, and 7 for the purpose of paying or reimbursing the costs of public improvements for the Districts and the Authority, in the combined maximum aggregate principal amount across all three such series of \$90,000,000. The Authority and District Nos. 1, 2, 3, 4, and 7 adopted a resolution authorizing the Capital Pledge Agreement and a Continuing Disclosure Agreement.

The Districts' 2026 Budgets are attached hereto as **Exhibit B**. The 2025 Assessed Valuations are attached hereto as **Exhibit C**. The 2025 Mill Levy Certifications are attached hereto as **Exhibit D**.

5. **The Districts' budget for the calendar year in which the annual report is submitted.**

The 2026 Budgets are attached hereto as **Exhibit B**.

6. **A summary of residential and commercial development which has occurred within the Districts for the Report Year.**

No residential or commercial development has occurred within the Districts for the Report Year.

7. **A summary of all fees, charges and assessments imposed by the Districts as of January 1 of the Report Year.**

On November 19, 2025, Legacy Metropolitan District No. 12 ("**District No. 12**") adopted a Resolution of the Board of Directors of the Legacy Metropolitan District No. 12 Concerning the Imposition of an Operations Fee (the "**Resolution**"). A copy of the Resolution is attached hereto as **Exhibit E**. Copies of the 2025 Mill Levy Certifications are attached hereto as **Exhibit D**.

8. The name, business address and telephone number of each member of the Boards and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Boards.

Name	Business Address	Telephone Number
Jonathan Adkins	7353 S. Alton Way, Ste. A-100 Englewood, CO 80112	303-770-9111
Andrew DeGrassi	7353 S. Alton Way, Ste. A-100 Englewood, CO 80112	303-770-9111
Sarah Hunsche	7353 S. Alton Way, Ste. A-100 Englewood, CO 80112	303-770-9111
Corey Elliott	7353 S. Alton Way, Ste. A-100 Englewood, CO 80112	303-770-9111
Christopher Elliott	7353 S. Alton Way, Ste. A-100 Englewood, CO 80112	303-770-9111

Regular meetings are scheduled for the third Wednesday of each month at 3:00 p.m. via teleconference.

General Legal Counsel – WBA, PC; Attn: Kristin J. Bowers, Esq., 2154 E. Commons Ave., Ste. 2000, Centennial, CO 80122; 303-858-1800

Chief Administrative Officer – None

§32-1-207(3) Statutory Requirements

1. Boundary changes made.

Legacy Metropolitan District No. 1 (“**District No. 1**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079876.

Legacy Metropolitan District No. 2 (“**District No. 2**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079877.

Legacy Metropolitan District No. 3 (“**District No. 3**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079878.

Legacy Metropolitan District No. 4 (“**District No. 4**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079879.

Legacy Metropolitan District No. 5 (“**District No. 5**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079880.

Legacy Metropolitan District No. 6 (“**District No. 6**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079881.

Legacy Metropolitan District No. 7 (“**District No. 7**”) recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079882.

District No. 12 recorded an Order for Inclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079883.

District No. 1 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079852.

District No. 2 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079853.

District No. 3 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079854.

District No. 4 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079855.

District No. 5 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079856.

District No. 6 recorded an Order for Exclusion of property granted on December 9, 2025 and recorded on December 11, 2025 at Reception #: 2025079857.

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

The Districts entered into A Resolution Approving an Intergovernmental Agreement for Tax Increment Revenue Sharing Between the Wheat Ridge Urban Renewal Authority and the Legacy Metropolitan District Nos. 1-12 Pertaining to Tax Increment Revenue Sharing Pertaining to the Lutheran Legacy Campus Urban Renewal Plan Area on September 16, 2025.

The Districts entered into a Cooperation Agreement Between the Wheat Ridge Urban Renewal Authority DBA Renewal Wheat Ridge and the Legacy Metropolitan District Nos. 1-12 on September 16, 2025.

District No. 1 entered into a Resolution Approving and Authorizing the Execution and Delivery of the Agreement Establishing the Legacy Community Authority and Appointing a Representative to the Authority Board on October 7, 2025.

District No. 2 entered into a Resolution Approving and Authorizing the Execution and Delivery of the Agreement Establishing the Legacy Community Authority and Appointing a Representative to the Authority Board on October 7, 2025.

District No. 3 entered into a Resolution Approving and Authorizing the Execution and Delivery of the Agreement Establishing the Legacy Community Authority and Appointing a Representative to the Authority Board on October 7, 2025.

District No. 4 entered into a Resolution Approving and Authorizing the Execution and Delivery of the Agreement Establishing the Legacy Community Authority and Appointing a Representative to the Authority Board on October 7, 2025.

District Nos. 1-4 entered into an Agreement Establishing the Legacy Community Authority on October 8, 2025.

District No. 7 entered into a Resolution Approving and Authorizing the Execution and Delivery of the Agreement Establishing the Legacy Community Authority and Appointing a Representative to the Authority Board on November 19, 2025.

District Nos. 1-4 and 7 entered into a First Amendment to the Agreement Establishing the Legacy Community Authority on November 21, 2025.

The Districts entered into an Intergovernmental Agreement dated November 19, 2025.

The Districts entered into a First Amendment to the Cooperation Agreement Between the Wheat Ridge Urban Renewal Authority DBA Renewal Wheat Ridge and the Legacy Metropolitan District Nos. 1-12 on December 2, 2025.

The Intergovernmental Agreements are attached hereto as **Exhibit F**.

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

As of December 31, 2025, the Districts have not adopted any rules and regulations.

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

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

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

The Districts did not construct any public improvements in 2025.

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

No facilities or improvements were constructed by the Districts that were conveyed or dedicated to the City of Wheat Ridge as of December 31, 2025.

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

The 2025 final assessed valuations of the Districts are attached hereto as **Exhibit C**.

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

Copies of the 2026 Budgets are attached hereto as **Exhibit B**.

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

Pursuant to §29-1-604, C.R.S., Legacy Metropolitan District Nos. 1-12 were exempt from audit. The 2025 Applications for Exemption from Audit are attached hereto as **Exhibit A**. The 2025 Audit for Legacy Community Authority will be provided in a supplemental annual report.

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

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

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

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

EXHIBIT A
2025 Applications for Exemption from Audit

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 1
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	2001 16th Street, Suite 1700, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below. See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below. See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

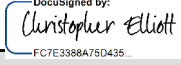
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
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 - a. include a copy of an adopted resolution that documents formal approval by the board; or
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Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADE46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 1
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
 - ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
 - ☐ Has the application been **personally** reviewed and approved by the governing body?
 - ☐ Are all sections on the form complete, including responses to all of the questions?
 - ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically? ☐ Yes ☐ No
- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 2
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	gigi.pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian	
Title	Accountant for the District	
Firm name (if applicable)	CliftonLarsonAllen LLP	
Address	Suite 1700, 2001 16th St, Denver, CO 80202	
Phone	(303) 779-5710	
Preparer signature	Date prepared	
	3/5/2026	

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

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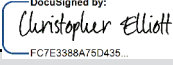
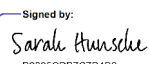
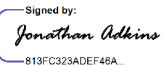
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Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
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Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
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Board member's name	Jonathan Adkins	
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Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 2
Jefferson County, Colorado

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Application for Exemption From Audit

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- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 3
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	gigi.pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)		\$ 0
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund’s final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

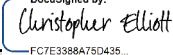
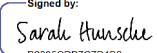
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 3
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 4
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	gigi.pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund’s final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

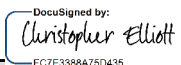
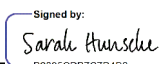
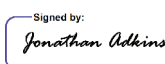
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 4
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 5
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	gigi.pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

--

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity’s cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity’s investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity’s deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below.	N/A. The District has no cash deposits.		

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADE46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 5
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
 - ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
 - ☐ Has the application been **personally** reviewed and approved by the governing body?
 - ☐ Are all sections on the form complete, including responses to all of the questions?
 - ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically? ☐ Yes ☐ No
- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail

Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

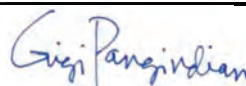
Contact Information

For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 6
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity’s cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity’s investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity’s deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below.			
	N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

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Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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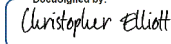
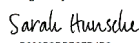
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
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The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
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 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADEF46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 6
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit Short Form

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Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL instructions before completing and submitting this form**

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

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Checklist

- ☐ Has the preparer signed the application prior to board approval?
 - ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
 - ☐ Has the application been **personally** reviewed and approved by the governing body?
 - ☐ Are all sections on the form complete, including responses to all of the questions?
 - ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically? ☐ Yes ☐ No
- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

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Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

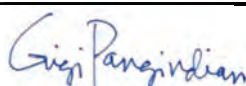
Contact Information

For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 7
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
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1-11	Fines and forfeits	
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1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
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2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No	
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes	☐ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No	
	If no, MUST explain below.			
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No	

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
-------------	--	--------------------------------------	--------------------------

Office of the State Auditor — Local Government Division Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

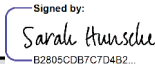
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as DocuSign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADEF46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 7
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are **NOT automatic**

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read **ALL instructions before completing and submitting this form**

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 - ☐ Has the application been **personally** reviewed and approved by the governing body?
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 - ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically? ☐ Yes ☐ No
- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?

Filing Methods

Web Portal (recommended)

apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

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Office of the State Auditor

Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000

Contact Information

For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 8
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

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Part 1A: Revenues Table

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1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
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1-13	Investment income	
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	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

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2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

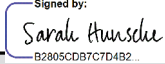
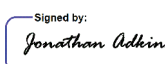
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E338BA75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADEF46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 8
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 9
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No	
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.			
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes	☐ No
	If no, MUST explain below.			
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No	
	If no, MUST explain below.			
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No	

Debt Schedule Table

Please complete the following debt schedule, if applicable.
Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Oustanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance
**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity's cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund’s final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division
Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

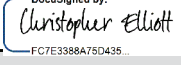
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as Docusign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADE46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 9
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the **Modified Accrual Basis**.

Proprietary Activity should be reported on a **Budgetary Basis**.

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

For your reference, the Colorado Revised Statutes are available through the [LexisNexis Colorado portal](#).

Checklist

- ☐ Has the preparer signed the application prior to board approval?
 - ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
 - ☐ Has the application been **personally** reviewed and approved by the governing body?
 - ☐ Are all sections on the form complete, including responses to all of the questions?
 - ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically? ☐ Yes ☐ No
- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 10
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-2 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity’s cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity’s investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity’s deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below.			
	N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported. Ensure each individual fund’s final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

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Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

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Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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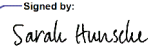
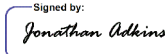
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- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
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The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as DocuSign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADEF46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 10
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

Application for Exemption From Audit

Short Form

Instructions

If either revenues or expenditures exceed \$200,000, use the Long Form

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$1,000,000 in the year.

Exemptions from audit are NOT automatic

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit **each year** and submit it to the Office of the State Auditor (OSA). Approval for an exemption from audit is granted only upon the review by the OSA.

Any preparer of an Application for Exemption from Audit — Short Form must be a person skilled in governmental accounting.

Read ALL instructions before completing and submitting this form

All applications must be filed with the OSA **within 3 months** after the accounting year-end.

For example, applications must be received by the OSA on or before March 31 for governments with a December 31 year-end. Applications for exemption from audit are not eligible for an extension of time.

Governmental activity should be reported on the modified accrual basis. Proprietary activity should be reported on a cash or budgetary basis.

Important!

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Governmental Activity should be reported on the **Modified Accrual Basis**.

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Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year. In that event, an audit shall be required.

Postmark dates will not be accepted as proof of submission on or before the statutory deadline

Prior year forms are obsolete and will not be accepted.

Applications must be fully and accurately completed. Applications submitted on forms other than those prescribed by the OSA will not be accepted.

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Checklist

- ☐ Has the preparer signed the application prior to board approval?
- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
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- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 11
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	Suite 1700, 2001 16th St, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

Part 1A: Revenues Table

All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
1-1	Taxes: Property (report mills levied in line 9-12)	
1-2	Specific ownership	
1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-16	Lease proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-17	Developer Advances received (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	
2-7	Accounting and legal fees	
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 0

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☐ Yes	☒ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☐ No
	If no, MUST explain below.		
3-4	Is the entity current in its debt service payments?	☐ Yes	☐ No
	If no, MUST explain below.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☐ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances				\$ 0
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity’s cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity’s investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity’s deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
	Indicate the contributions from the following in lines 6-4 through 6-6.		
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund’s final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund	\$ 50,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

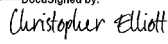
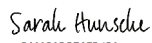
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as DocuSign or Echosign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	DocuSigned by:  FC7E3388A75D435...	3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  B2805CDB7C7D4B2...	3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
	Signed by:  813FC323ADEF46A...	3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 11
Jefferson County, Colorado

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- ☐ Has the entity corrected all prior year deficiencies as communicated by the OSA?
- ☐ Has the application been **personally** reviewed and approved by the governing body?
- ☐ Are all sections on the form complete, including responses to all of the questions?
- ☐ Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?

Will this application be submitted electronically? ☐ Yes ☐ No

- ☐ If yes, have you read and understood the Electronic Signature Policy? See policy in Part 10.

-- or --

☐ If yes, have you included a resolution?☐ Does the resolution state that the governing body **personally** reviewed and approved the resolution in an open public meeting?☐ Has the resolution been signed by a **majority** of the governing body? See sample resolution at the end of this form.Will this application be submitted via a mail service (e.g., U.S. Post Office, FedEx, UPS, courier)? ☐ Yes ☐ No☐ If yes, does the application include **original ink signatures** from the **majority** of the governing body?**Filing Methods****Web Portal (recommended)**apps.leg.co.gov/osa/lq

For faster processing, the web portal should be used for submissions.

Mail**Office of the State Auditor**Local Government Audit Division
1375 Sherman St., 5th Floor
Denver, CO 80261-3000**Questions? Email:** osa.lg@coleg.gov **Phone:** 303-869-3000**Contact Information**For the year ended 12/31/2025 or the fiscal year ended _____.

Name of government	Legacy Metropolitan District No. 12
Street address	2001 16th Street, Suite 1700
City, State, Zip	Denver, CO 80202
Contact person	Gigi Pangindian
Phone	(303) 779-5710
Email	Gigi.Pangindian@claconnect.com

Certification of Preparer

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge. The preparer must sign prior to board approval.

Name	Gigi Pangindian
Title	Accountant for the District
Firm name (if applicable)	CliftonLarsonAllen LLP
Address	2001 16th St, Suite 1700, Denver, CO 80202
Phone	(303) 779-5710
Preparer signature	Date prepared
	3/5/2026

See accompanying letter at the end of this form.

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types.

☒ Governmental (modified accrual basis)☐ Proprietary (cash or budgetary basis)

Part 1: Revenues

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1-3	Sales and use	
	Other (specify in line 1-4):	
1-4		
1-5	Licenses and permits	
1-6	Intergovernmental: Grants	
1-7	Conservation Trust Funds (Lottery)	
1-8	Highway Users Tax Funds (HUTF)	
	Other (specify in line 1-9):	
1-9		
1-10	Charges for services	
1-11	Fines and forfeits	
1-12	Special assessments	
1-13	Investment income	
1-14	Charges for utility services	
1-15	Debt proceeds (should agree to Part 3, Debt Schedule Table, column 'issued during year')	
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1-18	Proceeds from sale of capital assets	
1-19	Fire and police pension	
1-20	Donations	
	Other (specify in lines 1-21 through 1-24)	
1-21		
1-22		
1-23		
1-24		
1-25	TOTAL REVENUES (add lines 1-1 through 1-24)	\$ 6,840

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 1B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 2: Expenditures/Expenses

Part 2A: Expenditures/Expenses Table

All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line	Description	Total (round to nearest dollar)
2-1	Administrative	\$ 7,188
2-2	Salaries	
2-3	Payroll taxes	
2-4	Contract services	
2-5	Employee benefits	
2-6	Insurance	\$ 12,780
2-7	Accounting and legal fees	\$ 80,757
2-8	Repair and maintenance	
2-9	Supplies	
2-10	Utilities and telephone	
2-11	Fire/Police	
2-12	Streets and highways	
2-13	Public health	
2-14	Capital outlay	
2-15	Utility operations	
2-16	Culture and recreation	
2-17	Debt service principal (should agree to Part 3, Debt Schedule Table 'Retired during year')	
2-18	Debt service interest	
2-19	Repayment of Developer Advances Principal (should agree to Part 3, Debt Schedule Table, column 'Retired during year')	
2-20	Repayment of Developer Advances Interest	
2-21	Contribution to pension plan	
2-22	Contribution to Fire & Police Pension Association	
2-23	Other (specify in lines 2-24 through 2-27)	
2-24		
2-25		
2-26		
2-27		
2-28	TOTAL EXPENDITURES/EXPENSES (Add lines 2-1 through 2-27)	\$ 100,725

IF TOTAL REVENUES OR TOTAL EXPENDITURES ARE GREATER THAN \$200,000 — STOP.

You may not use this form. Please use the Application for Exemption from Audit - Long Form.

Part 2B: Comments or Additional Information

Please use the space below to provide any additional information (optional):

Part 3: Debt Outstanding, Issued, and Retired

3-1	Does the entity have outstanding debt?	☒ Yes	☐ No
3-2	If no, skip to line 3-13. If yes, please attach a copy of the entity's debt repayment schedule.		
3-3	Is the debt repayment schedule attached?	☐ N/A	☐ Yes ☒ No
	If no, MUST explain below. The District's outstanding debt relates to advances from Developer. Repayment is subject to annual appropriation (when the District has available cash).		
3-4	Is the entity current in its debt service payments?	☐ Yes	☒ No
	If no, MUST explain below. N/A. See explanation from 3-3 above.		
3-5	If no, also indicate if the government is in default with its bond agreements.	☐ Yes	☒ No

Debt Schedule Table

Please complete the following debt schedule, if applicable.

Please only include principal amounts. Enter all amounts as positive numbers.

Line	Debt Type	Outstanding at End of Prior Year*	Issued During Year	Retired During Year	Outstanding at Year-End
3-6	General Obligation Bonds				\$ 0
3-7	Revenue Bonds				\$ 0
3-8	Notes/Loans				\$ 0
3-9	Lease & SBITA** Liabilities (GASB 87 & 96)				\$ 0
3-10	Developer Advances		\$ 6,840		\$ 6,840
	Other (specify in line 3-11)				
3-11					\$ 0
3-12	TOTAL (Add lines 3-6 through 3-11)	\$ 0	\$ 6,840	\$ 0	\$ 6,840

*Must agree to prior year-end balance

**Subscription-Based Information Technology Arrangements

Comments (optional)

3-13	Does the entity have any authorized but unissued debt as of its fiscal year-end?	☒ Yes	☐ No
3-14	If yes, how much?	\$ 1,657,000,000	
3-15	Date the debt was authorized	5/6/2025	
3-16	Is the authorized but unissued debt further limited by the entity's most recent Service Plan?	☒ Yes	☐ No
3-17	If yes, how much?	\$ 110,000,000	
3-18	Date of the most recent Service Plan	2/24/2025	
3-19	Does the entity intend to issue debt within the next calendar year?	☐ Yes	☒ No
3-20	If yes, how much?		
3-21	Does the entity have debt that has been refinanced that it is still responsible for?	☐ Yes	☒ No
3-22	If yes, what is the amount outstanding?		
3-23	Does the entity have any lease agreements?	☐ Yes	☒ No
3-24	If yes, what is being leased?		
3-25	What is the original date of the lease?		
3-26	Number of years of lease?		
3-27	Is the lease subject to annual appropriation?	☐ Yes	☒ No
3-28	What are the annual lease payments?		

Please use the space below to provide any additional information (optional):

3-16 & 3-17: \$110,000,000 is the total/aggregate debt that Legacy Metropolitan District Nos. 1-12 collectively shall be permitted to issue.

Part 4: Cash and Investments

Please provide the entity’s cash deposit and investment balances.

Line	Description	Amount
4-1	Year-end Total of all Checking and Savings Accounts	
4-2	Certificates of deposit	
4-3	TOTAL CASH DEPOSITS (Add lines 4-1 and 4-2)	\$ 0
	Investments (specify in lines 4-4 through 4-8. If investment is a mutual fund, please list underlying investment.)	
4-4		
4-5		
4-6		
4-7		
4-8		
4-9	Total Investments (Add lines 4-4 through 4-8)	\$ 0
4-10	TOTAL CASH AND INVESTMENTS (Add lines 4-3 and 4-9)	\$ 0

4-11	Are the entity’s investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☒ N/A	☐ Yes	☐ No
4-12	Are the entity’s deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	☐ Yes	☒ No	
4-13	If no, MUST explain below. N/A. The District has no cash deposits.			

Please use the space below to provide any additional information (optional).

Part 5: Capital and Right-to-Use Assets

5-1	Does the entity have capitalized assets? (If "no" is selected, skip the rest of Part 5.)	☐ Yes	☒ No
5-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.?	☐ Yes	☐ No
5-3	If no, MUST explain below.		

Capital and Right-to-Use Assets Table

Line	Asset Type	Beginning of the Year Balance*	Additions**	Deletions	Year-End Balance
5-4	Land				\$ 0
5-5	Buildings				\$ 0
5-6	Machinery and Equipment				\$ 0
5-7	Furniture and Fixtures				\$ 0
5-8	Infrastructure				\$ 0
5-9	Construction In Progress (CIP)				\$ 0
5-10	Leased & SBITA Right-to-Use Assets				\$ 0
	Other (explain in line 5-11)				
5-11					\$ 0
5-12	Accumulated Depreciation/ Amortization (Enter a negative or credit balance)				\$ 0
5-13	TOTAL (Add lines 5-4 through 5-12)	\$ 0	\$ 0	\$ 0	\$ 0

*Must agree to prior year-end balance

**Generally capital asset additions should be reported as capital outlay on line 2-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy in the comments section below.

Please use the space below to provide any additional information (optional).

Part 6: Pension Information

6-1	Does the entity have an "old hire" firefighters' pension plan?	☐ Yes	☒ No
6-2	Does the entity have a volunteer firefighters' pension plan?	☐ Yes	☒ No
6-3	If yes, who administers the plan?		
Indicate the contributions from the following in lines 6-4 through 6-6.			
6-4	Tax (property, specific ownership, sales, etc.)		
6-5	State contribution amount		
6-6	Other (gifts, donations, etc.)		
6-7	TOTAL (Add lines 6-4 through 6-6)	\$ 0	
6-8	What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		

Please use the space below to provide any additional information (optional).

Part 7: Budget Information

7-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-2	If no, MUST explain below.			
7-3	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.?	☐ N/A	☒ Yes	☐ No
7-4	If no, MUST explain below.			
	If yes, indicate the amount appropriated for each fund separately for the year reported in the table below.			

Appropriation Amount by Fund Table

Enter the fund name, then indicate the final amount appropriated for each fund for the year reported.
Ensure each individual fund's final appropriated amount agrees to the adopted budget. Do not combine funds.

Line	Governmental/Proprietary Fund Name	Total
7-5	General Fund- Amended	\$ 130,000
7-6		
7-7		
7-8		
7-9		

Please use the space below to provide any additional information (optional).

Part 8: Taxpayer’s Bill of Rights (TABOR)

8-1	Is the entity in compliance with all the provisions of TABOR (State Constitution, Article X, Section 20(5))?	☒ Yes	☐ No
8-2	If no, MUST explain below.		

Note: An election to exempt the entity from the spending limitations of TABOR does not exempt the entity from the 3 percent emergency reserve requirement. All entities should determine if they meet this requirement of TABOR.

Please use the space below to provide any additional information (optional).

Part 9: General Information

9-1	Is this application for a newly formed governmental entity?	☒ Yes	☐ No
9-2	If yes, what was the date of formation	5/28/2025	
9-3	Has the entity changed its name in the past or current year?	☐ Yes	☒ No
9-4	If yes, please list the NEW name below.		
9-5	If yes, please list the PRIOR name below.		
9-6	Is the entity a metropolitan district?	☒ Yes	☐ No
9-7	Please indicate what services the entity provides below.		
	See below		
9-8	Does the entity have an agreement with another government to provide services?	☒ Yes	☐ No
9-9	If yes, list the name of the other governmental entity and the services provided below.		
	See below		
9-10	Has the district filed a Title 32, Article 1 Special District Notice of Inactive Status during the year? (Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.)	☐ Yes	☒ No
9-11	If yes, what was the date filed		
9-12	Does the entity have a certified mill levy?	☐ Yes	☒ No
	If yes, please provide the following mills levied for the year reported in lines 9-13 through 9-14. (Do not report \$ amounts.)		
9-13	Bond redemption mills		
9-14	General/other mills		
9-15	TOTAL MILLS (Add lines 9-13 through 9-14)	0.000	
9-16	If the entity is a Title 32 Special District formed after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 (Section 32-1-207 C.R.S.)?	☒ N/A	☐ Yes ☐ No
9-17	If no, please explain below.		

Please use the space below to provide any additional information (optional).

9-7: Provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including streets, parks and recreation, water, sanitary and storm sewer, public transportation, mosquito control, fire protection, television relay and translation, and security services.

9-9: Legacy Metropolitan Districts Nos. 1-12 and Legacy Community Authority operate in conjunction with each other. District 12 overlaps all property within District Nos. 1-11 and provide operations and maintenance services on behalf of District Nos. 1-12. District Nos. 1-4 and 7 are Pledge Districts that will be pledging the revenues generated by the imposition of ad valorem property taxes to the repayment of the debt issued by Legacy Community Authority.

Part 10: Governing Body Approval

10-1	If you plan to submit this form electronically, have you read the Electronic Signature Policy?	☒ Yes	☐ No
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Office of the State Auditor — Local Government Division Exemption Form Electronic Signature Policy and Procedure

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or EchoSign. Required elements and safeguards are as follows:

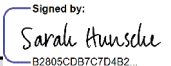
- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards must note their approval and submit the application using one of the following two methods:

- 1) Submit the application in hard copy via U.S. Mail, including original signatures.
- 2) Submit the application electronically via email and either:
 - a. include a copy of an adopted resolution that documents formal approval by the board; or
 - b. include electronic signatures obtained through a software program such as DocuSign or EchoSign, in accordance with the requirements noted above.

Governing Body Signatures

Print or type the names of all members of current governing body below.
A majority of the members of the governing body must sign below.

Board Member 1		
Board member's name	Andrew DeGrassi	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 2		
Board member's name	Christopher Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 3		
Board member's name	Sarah Hunsche	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 4		
Board member's name	Jonathan Adkins	
My term expires on	May 2027	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
		3/9/2026
Board Member 5		
Board member's name	Corey Elliott	
My term expires on	May 2029	
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 6		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date
Board Member 7		
Board member's name		
My term expires on		
I attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit.	Signature	Date



March 5, 2026

Board of Directors
Legacy Metropolitan District No. 12
Jefferson County, Colorado

The accompanying Application for Exemption from Audit ("Application") was prepared by CliftonLarsonAllen, LLP in a format prescribed by the Colorado Office of the State Auditor which may differ from accounting principles generally accepted in the United States of America. The Application is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

EXHIBIT B
2026 Budgets

LEGACY METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land	\$ -	\$ -	\$ 364,614
Certified Assessed Value	\$ -	\$ -	\$ 364,614

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000

PROPERTY TAXES

Budgeted property taxes	\$ -	\$ -	\$ -
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BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 1
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 1 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, any operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 1
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 2
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 2
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

LEGACY METROPOLITAN DISTRICT NO. 2
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
ASSESSED VALUATION			
Vacant land	\$ -	\$ -	\$ 189
Certified Assessed Value	\$ -	\$ -	\$ 189
MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
General	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 2
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 2 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, any operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 2
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 3
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Property taxes	-	-	378,733
Specific ownership taxes	-	-	26,511
Developer advance	-	-	60,000
Other revenue	-	-	4,756
Total revenues	-	-	470,000
Total funds available	-	-	470,000
EXPENDITURES			
General and administrative			
County treasurer's fee	-	-	5,681
Miscellaneous	-	-	4,756
Transfer to Legacy Community Authority	-	-	399,563
Contingency	-	-	60,000
Total expenditures	-	-	470,000
Total expenditures and transfers out requiring appropriation	-	-	470,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 3
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Commercial	-	-	5,411,406
Vacant land	-	-	241,322
Certified Assessed Value	\$ -	\$ -	\$ 5,652,728

MILL LEVY

General	0.000	0.000	67.000
Total mill levy	0.000	0.000	67.000

PROPERTY TAXES

BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ 378,733
	\$ -	\$ -	\$ 378,733

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 3
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 3 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues

Property Taxes

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

**LEGACY METROPOLITAN DISTRICT NO. 3
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

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

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

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.00% of the property taxes collected by the District.

Expenditures

County Treasurer's Fees

County Treasurer's fees have been computed at 1.50% of property tax collections.

Transfer to Legacy Community Authority

Pursuant to the Capital Pledge Agreement dated December 23, 2025, by and among the District, Legacy Metropolitan District Nos. 1-2, Legacy Metropolitan District No. 4, Legacy Metropolitan District No. 7, (collectively the "Pledged Districts"), Legacy Community Authority (the "Authority") and BOK Financial as the Trustee, revenues collected by the Pledged Districts will be remitted to the Authority for purposes of repaying the Authority's Series 2025A and Series 2025C Bonds.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 3
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to Legacy Community Authority, an Emergency Reserve is not reflected in the District's budget.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 4
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Commercial	\$ -	\$ -	\$ 77,718
Vacant land	-	-	945
Certified Assessed Value	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 78,663</u>

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>

PROPERTY TAXES

Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
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BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ -
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 4
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 4 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, any operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 4
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 5
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land	\$ -	\$ -	\$ 17,036
Certified Assessed Value	\$ -	\$ -	\$ 17,036

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000

PROPERTY TAXES

Budgeted property taxes	\$ -	\$ -	\$ -
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BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 5
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 5 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 5
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 6
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 6
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 6
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Commercial	\$ -	\$ -	\$ 1,729,836
Vacant land	-	-	378
Certified Assessed Value	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,730,214</u>

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>

PROPERTY TAXES

Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
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BUDGETED PROPERTY TAXES

General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 6
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 6 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 6
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 7
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 7
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 7
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land

\$	-	\$	-	\$	189
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Certified Assessed Value

\$	-	\$	-	\$	189
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MILL LEVY

General

0.000	0.000	0.000
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Total mill levy

0.000	0.000	0.000
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PROPERTY TAXES

Budgeted property taxes

\$	-	\$	-	\$	-
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BUDGETED PROPERTY TAXES

General

\$	-	\$	-	\$	-
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\$	-	\$	-	\$	-
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See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 7
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 7 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 7
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 8
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 8
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

LEGACY METROPOLITAN DISTRICT NO. 8
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

1/20/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land	\$ -	\$ -	189
Certified Assessed Value	\$ -	\$ -	\$ 189

MILL LEVY

General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000

PROPERTY TAXES

Budgeted property taxes	\$ -	\$ -	\$ -
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BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 8
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 8 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 8
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 9
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 9
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/22/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 9
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/22/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land

\$	-	\$	-	\$	189
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Certified Assessed Value

\$	-	\$	-	\$	189
----	---	----	---	----	-----

MILL LEVY

General

0.000	0.000	0.000
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Total mill levy

0.000	0.000	0.000
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PROPERTY TAXES

Budgeted property taxes

\$	-	\$	-	\$	-
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BUDGETED PROPERTY TAXES

General

\$	-	\$	-	\$	-
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\$	-	\$	-	\$	-
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**LEGACY METROPOLITAN DISTRICT NO. 9
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 9 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 9
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 10
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 10
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 10
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
ASSESSED VALUATION			
Vacant land	\$ -	\$ -	\$ 189
Certified Assessed Value	\$ -	\$ -	\$ 189
MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
General	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 10
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 10 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 10
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 11
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 11
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Developer advance	-	-	60,000
Total revenues	-	-	60,000
Total funds available	-	-	60,000
EXPENDITURES			
Contingency	-	-	60,000
Total expenditures	-	-	60,000
Total expenditures and transfers out requiring appropriation	-	-	60,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 11
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/20/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
ASSESSED VALUATION			
Vacant land	\$ -	\$ -	\$ 189
Certified Assessed Value	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 189</u>
 MILL LEVY			
General	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
 PROPERTY TAXES			
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
 BUDGETED PROPERTY TAXES			
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 11
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 11 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues and Expenditures

The District is in the development stage and anticipates minimal activities in 2026. As such, the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 11
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

The District has not provided for an emergency reserve equal to at least 3% of the fiscal year spending (as defined under TABOR) because there is no revenue anticipated in 2026 other than advances from Developer.

This information is an integral part of the accompanying budget.

LEGACY METROPOLITAN DISTRICT NO. 12
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2026

**LEGACY METROPOLITAN DISTRICT NO. 12
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,**

1/29/26

	ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
REVENUES			
Property taxes	-	-	2
PILOT revenue	-	-	8,635
Developer advance	-	130,000	115,000
Total revenues	-	130,000	123,637
Total funds available	-	130,000	123,637
EXPENDITURES			
General and administrative			
Accounting	-	27,000	35,000
Dues and membership	-	2,500	2,500
Insurance	-	20,000	20,000
Legal	-	55,000	50,000
Contingency	-	10,500	6,500
Website	-	-	1,000
Engineering	-	15,000	-
Total expenditures	-	130,000	115,000
Total expenditures and transfers out requiring appropriation	-	130,000	115,000
ENDING FUND BALANCES	\$ -	\$ -	\$ 8,637
EMERGENCY RESERVE	\$ -	\$ -	\$ 300
AVAILABLE FOR OPERATIONS	-	-	8,337
TOTAL RESERVE	\$ -	\$ -	\$ 8,637

See summary of significant assumptions.

LEGACY METROPOLITAN DISTRICT NO. 12
PROPERTY TAX SUMMARY INFORMATION
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

1/29/26

ACTUAL 2024	ESTIMATED 2025	BUDGET 2026
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ASSESSED VALUATION

Vacant land	\$ -	\$ -	\$ 189
Certified Assessed Value	\$ -	\$ -	\$ 189

MILL LEVY

General	0.000	0.000	10.000
Total mill levy	0.000	0.000	10.000

PROPERTY TAXES

General	\$ -	\$ -	\$ 2
Budgeted property taxes	\$ -	\$ -	\$ 2

BUDGETED PROPERTY TAXES

General	\$ -	\$ -	\$ 2
	\$ -	\$ -	\$ 2

See summary of significant assumptions.

**LEGACY METROPOLITAN DISTRICT NO. 12
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Legacy Metropolitan District No. 12 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Jefferson County, Colorado. The District was formed by order and decree of the District Court for Jefferson County on May 28, 2025. The District was established to provide financing for the design, acquisition, installation, construction, completion and maintenance of public improvements.

The consolidated service plan for Legacy Metropolitan District Nos. 1 – 12 (the “Districts”) was approved by the City of Wheat Ridge, Colorado, on February 24, 2025. The consolidated service plan limits the total debt that the Districts collectively may issue to \$110,000,000, which limit is permitted to be issued in amounts and on a schedule in a year or years as the issuing District, in its discretion, determines is necessary to serve development as it occurs.

On May 6, 2025, the District’s voters authorized indebtedness of \$110,000,000 each for streets, parks and recreation, water, sanitary and storm sewer, public transportation, and fire protection improvements, as well as \$110,000,000 each for special improvement assessments, operations and maintenance, intergovernmental agreements for public agreements, and private agreements for public improvements. The District’s voters also authorized indebtedness of \$1,000,000 each for mosquito control, TV relay, and security services, as well as \$554,000,000 for debt refunding. Further, the District’s voters authorized annual property taxes of up to \$10,000,000, without limitation as to rate, to pay the District’s operation and maintenance costs.

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

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

Revenues

Property Taxes

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

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

**LEGACY METROPOLITAN DISTRICT NO. 12
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

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

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

Payment in Lieu of Taxes (PILOT)

Pursuant to the Agreement Regarding Payment in Lieu of Taxes, effective December 11, 2025, between the District and the Owner of certain real property located within the boundaries of Legacy Metropolitan District No. 5 and Legacy Metropolitan District No. 6, properties that are exempt from the imposition of the District's ad valorem mill levy ("exempt properties") will be subject to an "Annual District Payment." This payment in lieu of taxes (PILOT) is calculated by multiplying the lesser of (i) 5 mills or (ii) the actual mill levy imposed by the District, by the County's most recent assessed valuation of such exempt properties. The annual PILOT is due and payable on April 15.

Developer Advances

The District is in the development stage. As such, the majority of the operating and administrative expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, insurance, and other expenses.

Debts and Leases

The District has no outstanding debt or any operating or capital leases.

**LEGACY METROPOLITAN DISTRICT NO. 12
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserves

The District has provided for an emergency reserve fund equal to at least 3% of fiscal year spending as defined under TABOR.

This information is an integral part of the accompanying budget.

EXHIBIT C
2025 Assessed Valuations



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 1
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4607

CERTIFICATION OF VALUATION

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

\$364,614

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 1

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	364,614
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	364,614
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	364,614
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	10,160,480
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	10,160,480
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	1,350,424

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	364,614
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	364,614
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	364,614
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 2
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4608

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 2

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	189
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	189
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	189
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	285,599
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	285,599
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	700

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 3
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4609

CERTIFICATION OF VALUATION

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

\$5,652,728

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 3

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	5,652,728
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	5,652,728
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	5,652,728
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	20,936,727
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	20,936,727
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	20,936,027

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	5,652,728
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	5,652,728
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	5,652,728
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 4
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4610

CERTIFICATION OF VALUATION

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

\$78,663

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity

☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 4

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

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

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	78,663
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	78,663
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	78,663
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	46,249,376
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	46,249,376
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	291,344
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$	0
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	78,663
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	78,663
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	78,663
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 5
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4611

CERTIFICATION OF VALUATION

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

\$17,036

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 5

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	17,036
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	17,036
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	17,036
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	6,964,243
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	6,964,243
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	63,097

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	17,036
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	17,036
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	17,036
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 6
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4612

CERTIFICATION OF VALUATION

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

\$1,730,214

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 6

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	1,730,214
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	1,730,214
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	1,730,214
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	6,409,600
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	6,409,600
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	6,408,200

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	1,730,214
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	1,730,214
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	1,730,214
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 7
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4613

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 7

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	189
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	189
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	189
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	700
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	700
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	700

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 8
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4614

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity

☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 8

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

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

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	189
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	189
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	189
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	700
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	700
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	700
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$	0
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 9
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4615

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 10
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4616

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 10

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	189
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	189
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	189
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	700
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	700
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	700

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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



SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 11
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4617

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 11

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

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

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	189
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	189
5.	NEW CONSTRUCTION: *	5.	\$	0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$	189
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

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

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	700
ADDITIONS TO TAXABLE REAL PROPERTY				
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$	700
4.	INCREASED MINING PRODUCTION: §	4.	\$	0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:				
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	700

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:				
HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **			\$	0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.				

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2.	\$	0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3.	\$	189
4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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SCOT KERSGAARD

Assessor

December 4, 2025

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

LEGACY METRO DISTRICT NO 12
2154 E COMMONS AVE 2000
CENTENNIAL CO 80122

Code # 4618

CERTIFICATION OF VALUATION

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

\$189

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

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

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

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY
JEFFERSON COUNTY ASSESSOR

New Tax Entity ☒ YES ☐ NO

Date: December 4, 2025

NAME OF TAX ENTITY: LEGACY METRO NO 12

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:			
1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$ 0
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$ 189
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$ 0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$ 189
5.	NEW CONSTRUCTION: *	5.	\$ 0
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$ 0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$ 189
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$ 0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$ 0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$ 0
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$ 0
‡	This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constituion		
*	New construction is defined as: Taxable real property structures and the personal property connected with the structure.		
≈	Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treaed as growth in the limit calculation; use Forms DLG 52 & 52A.		
Φ	Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.		

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:			
1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$ 700
ADDITIONS TO TAXABLE REAL PROPERTY			
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$ 0
3.	ANNEXATIONS/INCLUSIONS:	3.	\$ 700
4.	INCREASED MINING PRODUCTION: §	4.	\$ 0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$ 0
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$ 0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$ 0
DELETIONS FROM TAXABLE REAL PROPERTY			
8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$ 0
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$ 0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$ 0
¶	This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.		
*	Construction is defined as newly constructed taxable real property structures.		
§	Includes production from new mines and increases in production of existing producing mines.		

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:			
1.	TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$ 700

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:			
	HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$	0
**	The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.		

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

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

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	189
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4. NEW CONSTRUCTION:	4.	\$	0
5. ANNEXATIONS/INCLUSIONS:	5.	\$	189
6. PREVIOUSLY EXEMPT PROPERTY:	6.	\$	0
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7.	\$	0
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8.	\$	0
9. TAXES ABATED AND REFUNDED AS OF AUG.1 (29-1-301(1)(A), C.R.S.) and (39-10-114(1)(a)(1)(B), C.R.S.):	9.	\$	0
10. TOTAL VALUATION FOR ASSESSMENT FROM PRODUCING MINES OR LANDS OR LEASEHOLDS PRODUCING OIL OR GAS:	10.	\$	0
11. REVENUE INCREASE FROM EXPIRED TIF:	11.	\$	0

Notes:

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

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EXHIBIT D
2025 Mill Levy Certifications

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 1,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 1
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 364,614
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 364,614
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-I-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 2,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 2
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-I-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 3,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 3
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 5,652,728
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 5,652,728
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>67.000</u> mills	\$ <u>378,733</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>67.000</u> mills	\$ <u>378,733</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>67.000</u> mills	\$ <u>378,733</u>

Contact person: (print) Gigi Pangindian Daytime phone: 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-I-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 4,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 4
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 78,663
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 78,663
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-I-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 5,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 5
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 17,036
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 17,036
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: () 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

TO: County Commissioners¹ of Jefferson, Colorado.

Submitted: 12/08/2025 for budget/fiscal year 2026
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 7,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 7
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-I-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 8,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 8
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: () 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

TO: County Commissioners¹ of _____ Jefferson _____, Colorado.

Submitted: 12/08/2025 for budget/fiscal year 2026
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

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CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 10,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 10
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: () 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 11,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 11
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
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**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>0.000</u> mills	\$ <u>0</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>0.000</u> mills	\$ <u>0</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>0.000</u> mills	\$ <u>0</u>

Contact person: (print) Gigi Pangindian Daytime phone: () 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

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² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Jefferson, Colorado.

On behalf of the Legacy Metropolitan District No. 12,
 (taxing entity)^A
 the Board of Directors
 (governing body)^B
 of the Legacy Metropolitan District No. 12
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$ 189
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be \$ 189
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 property tax revenue will be derived from the mill levy
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**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: 12/08/2025 for budget/fiscal year 2026.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>10.000</u> mills	\$ <u>2</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>10.000</u> mills	\$ <u>2</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>10.000</u> mills	\$ <u>2</u>

Contact person: (print) Gigi Pangindian Daytime phone: () 303-779-5710
 Signed: Gigi Pangindian Title: Accountant for the District

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

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CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

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 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

EXHIBIT E
Operations Fee Resolution

After Recording, Return to:
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LEGACY METROPOLITAN DISTRICT NO. 12**

CONCERNING THE IMPOSITION OF AN OPERATIONS FEE

WHEREAS, the Legacy Metropolitan District No. 12 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

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

WHEREAS, pursuant to Section IV.A.8 the Service Plan for Legacy Metropolitan District Nos. 1-12 approved by the City Council of the City of Wheat Ridge, Colorado on February 24, 2025 (the “**Service Plan**”) the District may impose and collect fees as a source or revenue for, among other things, operations and maintenance; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include streets, sidewalks and landscaping, improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, insurance coverage, management services, billing services, covenant enforcement services, landscaping, snow removal, water and sewer services, electricity and gas, trash and recycling, lighting, holiday lighting, detention pond maintenance, pest control, repairs, social committee activities, and contingency/reserves (collectively, the “**Services**”); and

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

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**Developer**” means The LLC, LLC, a Colorado limited liability company.

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Homebuilder**” means a company whose business is the construction of Residential Units and who has purchased a Lot.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“Residential Unit” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“Transfer” or **“Transferred”** shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“Vacant Lot” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the **“Recurring Payment”**) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the **“Transfer Payment”**), which together shall comprise the Operations Fee.

b. The Operations Fee shall be imposed on each Homebuilder but in no event shall it be imposed upon the Developer.

c. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

d. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

e. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Legacy Metropolitan District No. 12" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion,

may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado.

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

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective on January 1, 2026.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED NOVEMBER 19, 2025

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
12**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *[Signature]*
Jonathan Adkins (Dec 12, 2025 08:13:31 MST)

Signature page to Resolution Concerning the Imposition of an Operations Fee

EXHIBIT A
LEGACY METROPOLITAN DISTRICT NO. 12
Schedule of Fees
Effective January 1, 2026

Schedule of Fees		
Fee Type	Classifications	Rate
Operations Fee – Recurring Payment	Residential Unit (Single Family Detached)	\$105.00/month
	Residential Unit (Single Family Attached)	\$105.00/month
	Vacant Lot Due from Homebuilder	\$36.75/month
The Due Date for each Operations fee is the 1 st day of each month.		
Operations Fee – One- Time Payment	Residential Unit (Single Family Detached)	\$600.00 per Transfer
	Residential Unit (Single Family Attached)	\$600.00 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

PAYMENTS: Payment for each fee shall be made payable to the Legacy Metropolitan District No. 12 and sent to the following address for receipt by the Due Date:

Legacy Metropolitan District No. 12
c/o CliftonLarsonAllen, LLP
2001 16th Street, Suite 1700
Denver, CO 80202

EXHIBIT B

LEGACY METROPOLITAN DISTRICT NO. 12

District Boundaries

DISTRICT 12 (ENTIRE PROPERTY)
SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 26 AND THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27 BEING S 00°03'59" E AND MONUMENTED AS FOLLOWS:

- EAST 1/4 CORNER OF SECTION 27, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, LS 13212, PER MON REC DATED 5-5-06.

- NORTHEAST CORNER OF SECTION 27, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, LS 28279, PER MON REC DATED 1-11-08.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27;

THENCE S 00°03'59" E, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27 A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 38TH AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST 38TH AVENUE THE FOLLOWING FOUR (4) COURSES:

1. S 00°03'59" E A DISTANCE OF 10.00 FEET;
2. N 89°37'55" E A DISTANCE OF 837.47 FEET;
3. N 00°31'12" W A DISTANCE OF 8.00 FEET;
4. N 89°37'55" E A DISTANCE OF 148.83 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT UNPLATTED PARCEL OF LAND RECORDED AT 2024008375;

THENCE S 00°09'47" E ALONG SAID WESTERLY BOUNDARY AND THE WESTERLY BOUNDARIES OF THOSE UNPLATTED PARCELS OF LAND RECORDED AT RECEPTION NO.'S 2009029437, 2016133249, 2013121563 AND THE WESTERLY BOUNDARY OF CAL-HAR ESTATES, A SUBDIVISION RECORDED AT RECEPTION NO. 56635273, A DISTANCE OF 1288.78 FEET TO THE SOUTHWEST CORNER OF SAID CAL-HAR ESTATES;

THENCE N 89°41'29" E ALONG THE SOUTHERLY BOUNDARY OF SAID CAL-HAR ESTATES A DISTANCE OF 269.47 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 2652 AT PAGE 50;

THENCE S 00°11'43" E ALONG THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED IN BOOK 2652 AT PAGE 50 A DISTANCE OF 878.65 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING A POINT ON THE NORTHERLY BOUNDARY OF LUCOCK SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 52520515;

THENCE S 89°45'02" W ALONG SAID NORTHERLY BOUNDARY OF LUCOCK SUBDIVISION, AND BEBBER SUBDIVISION RECORDED AT RECEPTION NO. 52521855 A DISTANCE OF 842.54 FEET TO THE NORTHEAST CORNER OF EXEMPLA/LUTHERAN HOSPICE FINAL PLAT RECORDED AT RECEPTION NO. 2005024146

THENCE S 00°03'59" E ALONG THE EASTERLY BOUNDARY OF SAID EXEMPLA/LUTHERAN HOSPICE FINAL PLAT A DISTANCE OF 417.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 32ND AVENUE;

DISTRICT 12 (ENTIRE PROPERTY)

SHEET 2 OF 2

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE RECORDED AT RECEPTION NO. F2016155 THE FOLLOWING FOUR (4) COURSES:

1. S 89°45'02" W A DISTANCE OF 180.07 FEET;
2. N 84°33'02" W A DISTANCE OF 25.18 FEET;
3. S 89°45'02" W A DISTANCE OF 212.17 FEET;
4. S 89°29'54" W A DISTANCE OF 200.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT UNPLATTED PARCEL OF LAND RECORDED AT RECEPTION NO. 2018081661;

THENCE N 00°04'02" W ALONG SAID EASTERLY BOUNDARY AND THE EASTERLY BOUNDARIES OF THOSE UNPLATTED PARCELS OF LAND RECORDED AT RECEPTION NO.'S 78077627, 2024035609, 2021028184 AND THE EXTENSION THEREOF A DISTANCE OF 414.91 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 940 AT PAGE 312;

THENCE S 89°29'54" W ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED IN BOOK 940 AT PAGE 312 AND THE NORTHERLY BOUNDARY OF QUINTANA SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2006000557 AND THE NORTHERLY BOUNDARY OF DUDLEY ACRES, A SUBDIVISION RECORDED AT RECEPTION NO. 61876402 A DISTANCE OF 607.86 FEET TO THE SOUTHWEST CORNER LUTHERAN SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 81068093;

THENCE N 00°06'57" W ALONG THE WESTERLY BOUNDARY OF LOTS 1-8 OF SAID LUTHERAN SUBDIVISION AND A VACATION PARCEL RECORDED AT RECEPTION NO. 88017464 AND LOTS 18-24, LONGVIEW SUBDIVISION RECORDED AT RECEPTION NO. 41322356 A DISTANCE OF 1608.34 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID LONGVIEW SUBDIVISION;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LOT 17, LONGVIEW SUBDIVISION AND THE EXTENSION THEREOF THE FOLLOWING TWO (2) COURSES:

1. N 89°33'58" E A DISTANCE OF 199.50 FEET;
2. N 00°04'28" W A DISTANCE OF 122.83 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 1, FINAL PLAT OF FOOTHILLS MEDICAL CENTER, A SUBDIVISION RECORDED AT RECEPTION NO. 87042655;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 1, FINAL PLAT OF FOOTHILLS MEDICAL CENTER THE FOLLOWING TWO (2) COURSES:

1. N 83°01'47" W A DISTANCE OF 57.32 FEET;
2. N 00°03'38" W A DISTANCE OF 435.24 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST 38TH AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST 38TH AVENUE THE FOLLOWING THREE (3) COURSES:

1. N 89°37'48" E A DISTANCE OF 389.81 FEET;
2. S 00°03'59" E A DISTANCE OF 5.00 FEET;
3. N 89°37'48" E A DISTANCE OF 276.80 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,295,246 SQUARE FEET, OR 98.6053 ACRES MORE OR LESS.

EXHIBIT F
Intergovernmental Agreements

WHEAT RIDGE URBAN RENEWAL AUTHORITY
RESOLUTION NO.20-2025

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENTS FOR TAX INCREMENT REVENUE SHARING BETWEEN THE WHEAT RIDGE URBAN RENEWAL AUTHORITY AND THE LEGACY METROPOLITAN DISTRICT NOS. 1-12 PERTAINING TO TAX INCREMENT REVENUE SHARING PERTAINING TO THE LUTHERAN LEGACY CAMPUS URBAN RENEWAL PLAN AREA

WHEREAS, the Board of Commissioners of the Wheat Ridge Urban Renewal Authority (the "Authority") is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), including the power to pass resolutions and enter into contracts and agreements;

WHEREAS, the Board of Commissioners (the "Board") of the Authority has the power to pass resolutions pursuant to § 31-25-105, C.R.S.;

WHEREAS, the Legacy Metropolitan District Nos. 1-12 approved the agreement for the Lutheran Legacy Campus Urban Renewal Plan for the City of Wheat Ridge (the "Urban Renewal Plan"), which details the inclusion of the parcels described in the Urban Renewal Plan for the purposes authorized in the Act, including utilizing tax increment financing ("TIF Financing"), as contemplated by § 31-25-107(9)(a), C.R.S., for the purposes authorized by the Act;

WHEREAS, the Parties are authorized to enter such an agreement pursuant to law, including without limitation C.R.S. § 31-25-112; and

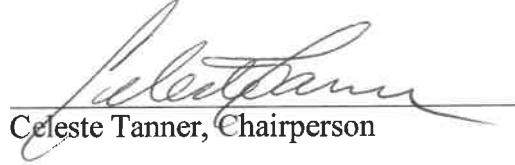
WHEREAS, Legacy Metropolitan District Nos. 1-12 is familiar with the Agreement and found approval to be in the best interest of the Authority.

THEREFORE, BE IT RESOLVED by the Wheat Ridge Urban Renewal Authority as follows:

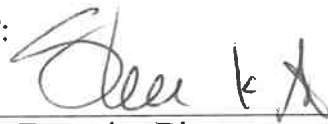
Section 1. The Board does hereby authorize the Board Chair to enter into an agreement, attached hereto as **Exhibit 2** between the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge and Legacy Metropolitan District Nos. 1-12 pertaining to an agreed upon amount of tax increment revenue sharing for the Lutheran Legacy Campus Urban Renewal Plan Area.

ADOPTED the 16th day September, 2025.

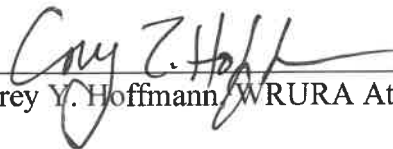
WHEAT RIDGE URBAN RENEWAL
AUTHORITY


Celeste Tanner, Chairperson

ATTEST:


Steve Art, Executive Director

APPROVED AS TO FORM:


Corey Y. Hoffmann, WRURA Attorney

**COOPERATION AGREEMENT BETWEEN THE
WHEAT RIDGE URBAN RENEWAL AUTHORITY DBA RENEWAL WHEAT RIDGE
AND THE LEGACY METROPOLITAN DISTRICT NOS. 1-12**

THIS COOPERATION AGREEMENT ("**Agreement**") is made and executed effective the 16th day of September, 2025, by and between the **WHEAT RIDGE URBAN RENEWAL AUTHORITY DBA RENEWAL WHEAT RIDGE**, a body corporate and politic of the State of Colorado ("**RWR**"); and **LEGACY METROPOLITAN DISTRICT NOS. 1-12**, quasi-municipal corporations and political subdivisions of the State of Colorado (individually a "**District**" and collectively, the "**Districts**"). RWR and the Districts are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the City of Wheat Ridge, Colorado (the "**City**") has established the Lutheran Legacy Campus Urban Renewal Area (the "**Area**") and adopted the associated Lutheran Legacy Campus Urban Renewal Plan (the "**Renewal Plan**") to facilitate development and redevelopment of vacant and blighted parcels within the Area, to be implemented by RWR;

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado;

WHEREAS, the Districts' boundaries overlap RWR's jurisdictional boundaries such that the Districts have the authority to impose a mill levy within RWR's jurisdictional boundaries, subject to the limitations set forth in the Service Plan for Legacy Metropolitan District Nos. 1-12 approved by the City Council of the City of Wheat Ridge, Colorado on February 24, 2025 (the "**Service Plan**");

WHEREAS, the Urban Renewal Law provides that a plan may include a provision that provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan (the "**Urban Renewal Area**") shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the "**TIF Revenue**") shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, and interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project; and the Plan contains such a provision;

WHEREAS, RWR and the Districts recognize that a division of taxes pursuant to § 31-25-107(9)(a), C.R.S., on property within the boundaries of the Districts without an agreement concerning the sharing of TIF Revenue that results from the Districts' mill levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and may hinder the Districts' ability to provide services within the Urban Renewal Area;

WHEREAS, the Districts are cooperating with RWR to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area, and RWR hereby finds that the

improvements and activities to be undertaken by the Districts as set forth in the Service Plan are in furtherance of the Plan;

WHEREAS, the Parties desire to enter into this Agreement for the transfer to the Districts of property tax revenues that RWR receives from the Districts' mill levy on taxable property in the Urban Renewal Area;

WHEREAS, the Parties are authorized to enter into this agreement pursuant to law, including without limitation § 31-25-112, C.R.S.; and

WHEREAS, the Parties have determined it is in the best interest of the Parties to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. As used in this Agreement:

2.1 **"Act"** means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 **"Agreement"** means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 **"City"** means the City of Wheat Ridge, Colorado.

2.4 **"District TIF Account"** shall mean the single account created and held by RWR on behalf of all the Districts for the purpose of depositing all District Tax Levy Allocation. RWR shall only be obligated to maintain one account on behalf of all of the Districts; however, to the extent such information is provided to RWR, RWR shall provide an accounting of each District's District Tax Levy Allocation at the time of each TIF Remittance.

2.5 **"Districts"** means the Legacy Metropolitan District Nos. 1-12, quasi-municipal corporations and political subdivisions of the State of Colorado.

2.6 **"Duration"** means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act and the Plan. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2023. The last year the assessment roll will be divided for purposes of TIF is 2048 and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2048.

2.7 **"Eligible Costs"** means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.8 **"Party"** or **"Parties"** means the Authority and the Districts, or each and their lawful successors and assigns.

2.9 **"Plan"** means the urban renewal plan defined in the Recitals above.

2.10 **"Project"** shall have the same meaning as Urban Renewal Project.

2.11 **"TIF"** means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

2.12 **"Urban Renewal Area"** means the area included in the boundaries of the Plan.

2.13 **"Urban Renewal Project"** means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. Districts' Tax Levy Allocation.

(a) RWR agrees to deposit into a separate account created for such purpose (the **"District TIF Account"**) all of the property tax revenues calculated, produced, allocated and paid to RWR as a result of all ad valorem property tax levies of each District upon taxable property within the Urban Renewal Area pursuant to and in accordance with § 31-25-107(9)(a)(II), C.R.S. of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the **"District Tax Levy Allocation"**), in order that the District may use such revenues in furtherance of the Plan.

(b) Commencing on the date of this Agreement and for the Duration pursuant to § 31-25-107(9)(a)(II), C.R.S., on each April 15 and October 15, RWR shall transfer to the District all of the revenue on deposit in the District TIF Account (the **"TIF Remittance"**), in order that the District may use such revenues in furtherance of the Plan.

4. Use of District Tax Levy Allocation. The District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the District under its Service Plan and §§ 32-1-101, *et seq.*, C.R.S. and such TIF Revenues related to the District's debt service mill levy must be used to pay debt service issued by the District to pay for Eligible Costs within the meaning of the Act.

5. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected, allocated and paid to RWR within the Urban Renewal Area described by the plan in accordance with § 31-25-107(9)(a)(II), C.R.S. and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or RWR.

6. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of any other party; acts of third parties;

litigation concerning the validity of this Agreement or relating to transactions contemplated hereby; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of RWR to transfer or pay District Tax Levy Allocation revenues as provided in Paragraph 2, as soon as reasonably possible after the event causing such interruption no longer prevails, RWR shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by RWR that is then owing to date, as determined according to the provisions of Paragraph 2 to this Agreement.

7. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. RWR agrees to notify the District in writing of any proposed amendments to the Plan, whether or not such amendment would constitute a substantial modification under the Colorado Urban Renewal Law, at least ninety (90) days prior to the public hearing at which the City will consider such amendment. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to § 31-25-107(11), C.R.S. Notice provided to the District of the proposed amendment pursuant to this paragraph shall act as compliance with the provisions of § 31-25-107(3.5)(a), C.R.S., requiring notice to the Board of Directors of substantial modification to the Plan.

8. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of RWR and the District. Additionally, in the event of termination of the Plan, including the provision authorizing RWR to receive TIF Revenues, RWR may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will negotiate in good faith for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

9. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To RWR: Steve Art, Executive Director
Wheat Ridge Urban Renewal Authority
7500 W. 29th Avenue
Wheat Ridge, Colorado 80033

With a Copy To: RWR Counsel
Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

To the District:

Legacy Metropolitan District Nos. 1-12
Attn: Kristin Bowers
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

10. No Election Required. The Parties acknowledge that, according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, RWR may enter into this Agreement and agree to remit the District Tax Levy Allocation in accordance with the terms and provisions of this Agreement without electoral authorization, and such obligations are not subject to annual appropriation.

11. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

13. Opinion. Prior to the issuance of any bonds or other obligation of the District secured by revenues payable to the District hereunder, RWR shall deliver an opinion of counsel addressed to the District with respect to this Agreement, which opinion shall state in substance that this Agreement has been duly authorized, executed and delivered by the RWR and constitutes a valid and binding agreement of RWR, enforceable in accordance with its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium, or other law affecting the enforcement of creditors' rights generally and subject to the application of general principles of equity.

14. No Third-Party Enforcement. It is expressly understood and agreed that, except for a trustee, custodian or lender for bonds or other indebtedness issued by the District and secured by the revenues payable to the District hereunder (a "Bond Trustee/Lender"), the enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is

the express intention of the undersigned Parties that any entity (other than the undersigned Parties or a Bond Trustee/Lender) receiving services or benefits under this Agreement shall be an incidental beneficiary only.

15. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto, of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., or under any other law. No portion of this Agreement shall be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

17. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Parties; provided, however, that the District may assign its rights in any revenue payable to the District hereunder as the result of its imposition of a debt service mill levy to a Bond Trustee/Lender. . Any attempted assignment in violation of this provision shall be void and of no force and effect.

18. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

21. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

22. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be

partners or in a joint venture, and no Party shall be responsible for any debt or liability of any other Party.

24. Effective Date; Automatic Termination. This Agreement shall be effective as of the date executed on behalf of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

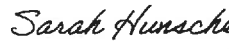
**WHEAT RIDGE URBAN RENEWAL
AUTHORITY, DBA RENEWAL WHEAT
RIDGE** a body corporate and politic of the State of
Colorado


Celeste Tanner, Chair

ATTEST:


Steve Art, Executive Director

**LEGACY METROPOLITAN DISTRICT NOS.
1-12**, quasi-municipal corporations and political
subdivisions of the State of Colorado


Officer of the Districts

ATTEST:


[Jonathan Adkins \(Sep 15, 2025 09:53:55 MDT\)](#)
Secretary

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEGACY METROPOLITAN DISTRICT NO. 1**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE
AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY AND
APPOINTING A REPRESENTATIVE TO THE AUTHORITY BOARD**

WHEREAS, Legacy Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District was organized for the purpose, among others, of assisting in the financing, construction, operations and maintenance of public improvements and provision of covenant enforcement, design review and maintenance services, within certain areas located within the City of Wheat Ridge, Colorado (collectively, the “**Services**”); and

WHEREAS, the District operates under a service plan approved by the City of Wheat Ridge, Colorado (“**Service Plan**”) and is authorized to provide the Services; and

WHEREAS, the District and Legacy Metropolitan District Nos. 2, 3, and 4 have a compelling mutual interest in coordinating with one another for the ongoing financing, planning, designing, constructing, installing, repairing, relocating and redeveloping of public improvements and facilities, including but not limited to certain streets, traffic and safety controls, water, sanitation, stormwater and parks and recreation; and provision of covenant enforcement, design review and maintenance services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Colorado Constitution shall not be construed to prohibit the state or any of its political subdivisions from cooperating and contracting with one another; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Colorado Constitution shall not be construed to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units including the issuing of debt, through the establishment of a separate legal entity; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that a separate legal entity established by a contract with governments is a political subdivision and public corporation of the State of Colorado and is separate from the parties to the contract; and

WHEREAS, the District has determined that the execution of the Agreement Establishing the Legacy Community Authority in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Establishment Agreement**”) and appointment of a representative to the board of directors of the Legacy Community Authority (the “**Authority Board**”) is in the best interests of the District, its taxpayers, property owners and residents; and

WHEREAS, the District desires to approve and execute the Establishment Agreement and to appoint a representative to the Authority Board.

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

1. Approval of Establishment Agreement. The Agreement Establishing is hereby approved.

2. Execution and Delivery. The President and one additional officer of the District are hereby authorized and directed to: execute and deliver on behalf of the District the Establishment Agreement in substantially the form presented, with such technical additions, deletions, and variations as legal counsel may deem necessary or appropriate and not inconsistent with this resolution; to sign other ancillary documents as required or desirable in furtherance of this resolution; and to do and perform everything necessary or desirable to carry out the purposes of this resolution.

3. Appointment of Representative to Authority Board. Pursuant to Section 2.03 of the Establishment Agreement, the District hereby appoints Sarah Hunsche to the Authority Board for a term commencing upon mutual execution of the Establishment Agreement.

[signature page follows this page]

ADOPTED this 7th day of October, 2025.

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
1**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *Jonathan Adkins*
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)

EXHIBIT A
Establishment Agreement

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an "**Indemnified Claim**"), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct ("**Excluded Claims**"), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

- (a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

- (b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

- (c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

- (d) to have and use a corporate seal;

- (e) to sue and be sued in the Authority's own name;

- (f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

- (g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

- (h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

- (i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEGACY METROPOLITAN DISTRICT NO. 2**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE
AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY AND
APPOINTING A REPRESENTATIVE TO THE AUTHORITY BOARD**

WHEREAS, Legacy Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District was organized for the purpose, among others, of assisting in the financing, construction, operations and maintenance of public improvements and provision of covenant enforcement, design review and maintenance services, within certain areas located within the City of Wheat Ridge, Colorado (collectively, the “**Services**”); and

WHEREAS, the District operates under a service plan approved by the City of Wheat Ridge, Colorado (“**Service Plan**”) and is authorized to provide the Services; and

WHEREAS, the District and Legacy Metropolitan District Nos. 1, 3, and 4 have a compelling mutual interest in coordinating with one another for the ongoing financing, planning, designing, constructing, installing, repairing, relocating and redeveloping of public improvements and facilities, including but not limited to certain streets, traffic and safety controls, water, sanitation, stormwater and parks and recreation; and provision of covenant enforcement, design review and maintenance services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Colorado Constitution shall not be construed to prohibit the state or any of its political subdivisions from cooperating and contracting with one another; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Colorado Constitution shall not be construed to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units including the issuing of debt, through the establishment of a separate legal entity; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that a separate legal entity established by a contract with governments is a political subdivision and public corporation of the State of Colorado and is separate from the parties to the contract; and

WHEREAS, the District has determined that the execution of the Agreement Establishing the Legacy Community Authority in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Establishment Agreement**”) and appointment of a representative to the board of directors of the Legacy Community Authority (the “**Authority Board**”) is in the best interests of the District, its taxpayers, property owners and residents; and

WHEREAS, the District desires to approve and execute the Establishment Agreement and to appoint a representative to the Authority Board.

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

1. Approval of Establishment Agreement. The Agreement Establishing is hereby approved.

2. Execution and Delivery. The President and one additional officer of the District are hereby authorized and directed to: execute and deliver on behalf of the District the Establishment Agreement in substantially the form presented, with such technical additions, deletions, and variations as legal counsel may deem necessary or appropriate and not inconsistent with this resolution; to sign other ancillary documents as required or desirable in furtherance of this resolution; and to do and perform everything necessary or desirable to carry out the purposes of this resolution.

3. Appointment of Representative to Authority Board. Pursuant to Section 2.03 of the Establishment Agreement, the District hereby appoints Christopher Elliott to the Authority Board for a term commencing upon mutual execution of the Establishment Agreement.

[signature page follows this page]

ADOPTED this 7th day of October, 2025.

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
2**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *Jonathan Adkins*
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)

EXHIBIT A
Establishment Agreement

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an “**Indemnified Claim**”), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct (“**Excluded Claims**”), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

- (a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

- (b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

- (c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

- (d) to have and use a corporate seal;

- (e) to sue and be sued in the Authority's own name;

- (f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

- (g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

- (h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

- (i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEGACY METROPOLITAN DISTRICT NO. 3**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE
AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY AND
APPOINTING A REPRESENTATIVE TO THE AUTHORITY BOARD**

WHEREAS, Legacy Metropolitan District No. 3 (the “**District**”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District was organized for the purpose, among others, of assisting in the financing, construction, operations and maintenance of public improvements and provision of covenant enforcement, design review and maintenance services, within certain areas located within the City of Wheat Ridge, Colorado (collectively, the “**Services**”); and

WHEREAS, the District operates under a service plan approved by the City of Wheat Ridge, Colorado (“**Service Plan**”) and is authorized to provide the Services; and

WHEREAS, the District and Legacy Metropolitan District Nos. 1, 2, and 4 have a compelling mutual interest in coordinating with one another for the ongoing financing, planning, designing, constructing, installing, repairing, relocating and redeveloping of public improvements and facilities, including but not limited to certain streets, traffic and safety controls, water, sanitation, stormwater and parks and recreation; and provision of covenant enforcement, design review and maintenance services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Colorado Constitution shall not be construed to prohibit the state or any of its political subdivisions from cooperating and contracting with one another; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Colorado Constitution shall not be construed to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units including the issuing of debt, through the establishment of a separate legal entity; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that a separate legal entity established by a contract with governments is a political subdivision and public corporation of the State of Colorado and is separate from the parties to the contract; and

WHEREAS, the District has determined that the execution of the Agreement Establishing the Legacy Community Authority in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Establishment Agreement**”) and appointment of a representative to the board of directors of the Legacy Community Authority (the “**Authority Board**”) is in the best interests of the District, its taxpayers, property owners and residents; and

WHEREAS, the District desires to approve and execute the Establishment Agreement and to appoint a representative to the Authority Board.

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

1. Approval of Establishment Agreement. The Agreement Establishing is hereby approved.

2. Execution and Delivery. The President and one additional officer of the District are hereby authorized and directed to: execute and deliver on behalf of the District the Establishment Agreement in substantially the form presented, with such technical additions, deletions, and variations as legal counsel may deem necessary or appropriate and not inconsistent with this resolution; to sign other ancillary documents as required or desirable in furtherance of this resolution; and to do and perform everything necessary or desirable to carry out the purposes of this resolution.

3. Appointment of Representative to Authority Board. Pursuant to Section 2.03 of the Establishment Agreement, the District hereby appoints Jonathan Adkins to the Authority Board for a term commencing upon mutual execution of the Establishment Agreement.

[signature page follows this page]

ADOPTED this 7th day of October, 2025.

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
3**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *Jonathan Adkins*
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)

EXHIBIT A
Establishment Agreement

[follows this page]

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an “**Indemnified Claim**”), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct (“**Excluded Claims**”), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

(a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

(c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

(d) to have and use a corporate seal;

(e) to sue and be sued in the Authority's own name;

(f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

(g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

(h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

(i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEGACY METROPOLITAN DISTRICT NO. 4**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE
AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY AND
APPOINTING A REPRESENTATIVE TO THE AUTHORITY BOARD**

WHEREAS, Legacy Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District was organized for the purpose, among others, of assisting in the financing, construction, operations and maintenance of public improvements and provision of covenant enforcement, design review and maintenance services, within certain areas located within the City of Wheat Ridge, Colorado (collectively, the “**Services**”); and

WHEREAS, the District operates under a service plan approved by the City of Wheat Ridge, Colorado (“**Service Plan**”) and is authorized to provide the Services; and

WHEREAS, the District and Legacy Metropolitan District Nos. 1, 2, and 3 have a compelling mutual interest in coordinating with one another for the ongoing financing, planning, designing, constructing, installing, repairing, relocating and redeveloping of public improvements and facilities, including but not limited to certain streets, traffic and safety controls, water, sanitation, stormwater and parks and recreation; and provision of covenant enforcement, design review and maintenance services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Colorado Constitution shall not be construed to prohibit the state or any of its political subdivisions from cooperating and contracting with one another; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Colorado Constitution shall not be construed to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units including the issuing of debt, through the establishment of a separate legal entity; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that a separate legal entity established by a contract with governments is a political subdivision and public corporation of the State of Colorado and is separate from the parties to the contract; and

WHEREAS, the District has determined that the execution of the Agreement Establishing the Legacy Community Authority in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Establishment Agreement**”) and appointment of a representative to the board of directors of the Legacy Community Authority (the “**Authority Board**”) is in the best interests of the District, its taxpayers, property owners and residents; and

WHEREAS, the District desires to approve and execute the Establishment Agreement and to appoint a representative to the Authority Board.

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

1. Approval of Establishment Agreement. The Agreement Establishing is hereby approved.

2. Execution and Delivery. The President and one additional officer of the District are hereby authorized and directed to: execute and deliver on behalf of the District the Establishment Agreement in substantially the form presented, with such technical additions, deletions, and variations as legal counsel may deem necessary or appropriate and not inconsistent with this resolution; to sign other ancillary documents as required or desirable in furtherance of this resolution; and to do and perform everything necessary or desirable to carry out the purposes of this resolution.

3. Appointment of Representative to Authority Board. Pursuant to Section 2.03 of the Establishment Agreement, the District hereby appoints Andrew DeGrassi to the Authority Board for a term commencing upon mutual execution of the Establishment Agreement.

[signature page follows this page]

ADOPTED this 7th day of October, 2025.

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
4**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *Jonathan Adkins*
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)

EXHIBIT A
Establishment Agreement

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an "**Indemnified Claim**"), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct ("**Excluded Claims**"), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

(a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

(c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

(d) to have and use a corporate seal;

(e) to sue and be sued in the Authority's own name;

(f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

(g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

(h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

(i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an "**Indemnified Claim**"), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct ("**Excluded Claims**"), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

(a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

(c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

(d) to have and use a corporate seal;

(e) to sue and be sued in the Authority's own name;

(f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

(g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

(h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

(i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
LEGACY METROPOLITAN DISTRICT NO. 7**

**APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE
AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY AND
APPOINTING A REPRESENTATIVE TO THE AUTHORITY BOARD**

WHEREAS, Legacy Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District was organized for the purpose, among others, of assisting in the financing, construction, operations and maintenance of public improvements and provision of covenant enforcement, design review and maintenance services, within certain areas located within the City of Wheat Ridge, Colorado (collectively, the “**Services**”); and

WHEREAS, the District operates under a service plan approved by the City of Wheat Ridge, Colorado (“**Service Plan**”) and is authorized to provide the Services; and

WHEREAS, the District and Legacy Metropolitan District Nos. 1, 2, 3 and 4 have a compelling mutual interest in coordinating with one another for the ongoing financing, planning, designing, constructing, installing, repairing, relocating and redeveloping of public improvements and facilities, including but not limited to certain streets, traffic and safety controls, water, sanitation, stormwater and parks and recreation; and provision of covenant enforcement, design review and maintenance services; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Colorado Constitution shall not be construed to prohibit the state or any of its political subdivisions from cooperating and contracting with one another; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Colorado Constitution shall not be construed to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 291-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units including the issuing of debt, through the establishment of a separate legal entity; and

WHEREAS, Section 29-1-203.5, C.R.S., provides that a separate legal entity established by a contract with governments is a political subdivision and public corporation of the State of Colorado and is separate from the parties to the contract; and

WHEREAS, the District has determined that the execution of the Agreement Establishing the Legacy Community Authority in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Establishment Agreement**”) and appointment of a representative to the board of directors of the Legacy Community Authority (the “**Authority Board**”) is in the best interests of the District, its taxpayers, property owners and residents; and

WHEREAS, the District desires to approve and execute the Establishment Agreement and to appoint a representative to the Authority Board.

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

1. Approval of Establishment Agreement. The Agreement Establishing is hereby approved.

2. Execution and Delivery. The President and one additional officer of the District are hereby authorized and directed to: execute and deliver on behalf of the District the Establishment Agreement in substantially the form presented, with such technical additions, deletions, and variations as legal counsel may deem necessary or appropriate and not inconsistent with this resolution; to sign other ancillary documents as required or desirable in furtherance of this resolution; and to do and perform everything necessary or desirable to carry out the purposes of this resolution.

3. Appointment of Representative to Authority Board. Pursuant to Section 2.03 of the Establishment Agreement, the District hereby appoints Corey Elliott to the Authority Board for a term commencing upon mutual execution of the Establishment Agreement.

[signature page follows this page]

ADOPTED this 19th day of November, 2025.

DISTRICT:

**LEGACY METROPOLITAN DISTRICT NO.
7**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: *Sarah Hunsche*
Officer of the District

Attest:

By: *Jonathan Adkins*
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

EXHIBIT A
Establishment Agreement

AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY

THIS AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Agreement**”) is entered into effective as of the Effective Date (as defined in Section 7.01), by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); and LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”). District No. 1, District No. 2, District No. 3, and District No. 4 may be referred to herein each as a “**District**” and collectively as the “**Districts**”.

WITNESSETH

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge (the “**City**”), State of Colorado (the “**State**”); and

WHEREAS, in accordance with the Service Plan for Legacy Metropolitan District Nos. 1-12 in the City of Wheat Ridge, Colorado, approved by the City Council of the City on February 24, 2025 (as it may be amended from time to time, the “**Service Plan**”), and pursuant to Sections 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), the Districts are each authorized to provide public improvements and services; and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for ongoing planning, designing, acquiring, constructing, installing, relocating, redeveloping and financing of public improvements and facilities within and without their boundaries, including without limitation, street improvements, traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements, irrigation system improvements and all necessary equipment and appurtenances thereto including the limited operation and maintenance of the same, as more fully set forth in the Service Plan and the Special District Act (collectively, the “**Services**”); and

WHEREAS, the Districts, being located in the same general area, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, C.R.S., as it relates to the Services; and

WHEREAS, Article XIV, Section 18(2)(a), of the State Constitution provides that the State Constitution shall not be construed to prohibit the State or any of its political subdivisions in cooperating and contracting with one another; and

WHEREAS, Article XIV, Section 18(2)(b), of the State Constitution provides that the State Constitution shall not be construed to prohibit the enactment of a statute authorizing political

subdivisions to establish a separate entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute shall be liberally construed; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the incurring of debt, through the establishment of a separate entity; and

WHEREAS, the Districts have a compelling mutual interest in jointly providing the Services, in the present and future, to promote the public welfare; and

WHEREAS, the design, construction, scheduling and total costs of the Services may be substantially different if provided without considering the overall development needs and coordinated construction; the financing, completion and availability of the Services in a coordinated manner shall better promote the health, safety, prosperity, security and general welfare of the property owners and residents within the Districts as well as the public in general; and

WHEREAS, the Districts desire to enter into this Agreement to establish an authority as a separate legal entity, political subdivision and public corporation of the State in conformity with and subject to Section 29-1-203.5, C.R.S. (as may be amended from time to time, the “**Authority Establishment Statute**”), to provide the Services and to incur financial obligations on behalf of the Districts and for any related functions, services, or facilities permitted by the State Constitution and laws of the State and in accordance with the provisions of this Agreement; and

WHEREAS, the authority established hereby shall be authorized to provide the Services on behalf of the Members (as defined in Section 2.01) as set forth in this Agreement; and

WHEREAS, it is in the best interest of the Districts and for the public health, safety, convenience, and welfare of the landowners and residents of the Districts and of the general public that the Districts enter into this Agreement for the purpose of establishing an authority to provide the Services and incur financial obligations on behalf of the Members as may be agreed upon by the Members from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

AGREEMENT

ARTICLE I ESTABLISHMENT OF THE AUTHORITY

Section 1.01 Creation. Pursuant to and in conformity with the Authority Establishment Statute, Section 29-1-203, C.R.S., as amended, and the Service Plan, the Districts hereby establish

a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”). The provisions of the Authority Establishment Statute shall apply to the Authority. The Authority shall be separate and distinct from the Districts and Members. The Authority shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The provisions of Article 10.5 and 47 of Title 11, C.R.S., as amended, shall apply to monies of the Authority.

Section 1.02 Purposes. The Authority is organized for the purposes of incurring financial obligations on behalf of the Members and providing any Services permitted by the Service Plan, the State Constitution and laws of the State, and in accordance with the provisions of this Agreement and the Authority Establishment Statute.

Section 1.03 Governmental Immunity. The Authority shall be a political subdivision of the State and therefore a “public entity” as defined by the Colorado Governmental Immunity Act, Part 1 of Article 10, Title 24, C.R.S., as amended (the “**CGIA**”). No provision of this Agreement shall be construed as a waiver of the rights and privileges of any Member or the Authority pursuant to the CGIA.

ARTICLE II MEMBERS; GOVERNING BODY

Section 2.01 Members. A “Member” shall include each of the Districts and shall include any Title 32, C.R.S, special district that is lawfully authorized to provide the Services and is approved as a Member of the Authority pursuant to Section 3.01.

Section 2.02 Board of Directors. The Authority shall be governed by a board of directors (the “**Board**”), in which all of the legislative and other power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law, including without limitation, the Authority Establishment Statute.

Section 2.03 Appointment. Each Member shall be entitled to appoint one director to serve on the Board (a “**Director**”). Each Director shall be an elected or appointed director of such appointing Member. The Members shall appoint their respective Directors by written motion or resolution, a copy of which shall be provided to the Authority.

Section 2.04 Term; Removal; Vacancies. Each Director shall serve a term coincident with such Director’s term as a director on the board of directors of the appointing Member. A Director shall no longer be qualified to serve as a Director at such time as the Director ceases to be an elected or appointed director of the appointing Member and such Director shall be automatically removed from the Board. Each Director shall serve at the pleasure of the Member that appoints such Director, and a Director may be removed from office with or without cause by the appointing Member, upon written notice to such Director and the Board. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal, disability or disqualification as set forth in this Section 2.04, shall be filled in the same manner of appointment or selection as provided in Section 2.03. If a vacancy is not filled as described in the preceding sentence, then the vote allocated to such vacant seat shall be deemed waived on any matter coming

before the Board and the corresponding voting and quorum requirement shall be reduced by the number of vacant seats until such time as each vacancy is filled.

Section 2.05 Quorum; Voting. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present either in person or as otherwise permitted pursuant to the Special District Act, a duly authorized and executed resolution of the Board, or the Service Plan. A quorum of the Board shall consist of a majority of the Directors then appointed. Voting by proxy is prohibited. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board. Each Director shall have one vote on behalf of the Member for which such Director is appointed to represent.

Section 2.06 Meetings. The Board may hold regular and special meetings at any location that each of the Members are legally authorized to hold regular and special meetings in conformance with Section 32-1-903, C.R.S., as amended. Notices of all meetings shall be the same as meetings for special districts under the Special District Act.

Section 2.07 Officers.

(a) Offices. The officers of the Authority shall be a Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time, to perform such duties as may be approved by the Board.

(b) Regular Elections and Term of Office. At the first meeting of the Board following the Effective Date, the Directors shall elect officers who shall serve as officers of the Authority until their successors are elected and qualified. Thereafter, officers shall be elected annually by the Board. Each officer shall hold office until the next succeeding election of the Board, or until his successor is elected and qualified. Vacancies or new offices may be filled at any meeting of the Board.

(c) Removal. Any officer or agent elected or appointed by the Board may be removed by the Board from such role, with or without cause, whenever in its judgment the best interests of the Authority shall be served thereby.

(d) Duties of Officers. In addition to duties designated by the Board, the duties of the officers shall include the following:

1. Chair. The Chair shall be a Director and shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal documents and instruments of the Authority.

2. Secretary. The Secretary need not be a Director, and shall maintain the official records of the Authority, including this Agreement, rules and regulations established by the Board, minutes of the meetings of the Board, and a register of the names and addresses of the Directors and officers, and shall issue notice of meetings, and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes.

3. Treasurer. The Treasurer shall be a Director and shall serve as financial official of the Authority, and pursuant to the fiscal resolution adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The accounting function shall be provided by the Treasurer, an Authority employee or an independent contractor under the supervision of the Treasurer and shall be reviewed at all regular Board meetings of the Board.

4. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual who shall be a Director. If the individual performing the duties of Secretary is not a Director, such individual shall receive such compensation as is deemed appropriate by the Board subject to any limitations of the Special District Act regarding compensation of directors.

Section 2.08 Indemnification of Directors and Officers. The Authority shall, to the extent permitted by applicable law and within the limitations of CGIA, indemnify and defend each Director and officer of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or in his or her official capacity, by reason of his or her being or having been such Director or officer, or by reason of any action or omission by him or her in any such capacity (an “**Indemnified Claim**”), and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such Indemnified Claim, and shall advance and pay the reasonable fees of any previously authorized independent counsel and other expenses related to the defense of such claim promptly upon receipt of proper billing therefor. The Authority shall have no obligation to indemnify and defend any such Director or officer for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct (“**Excluded Claims**”), but shall be obligated to defend and timely pay the cost of defense against Excluded Claims until final judgment of guilt of such criminal offense or civil liability for such claim.

Section 2.09 Regulations. The Authority shall have the power to adopt such regulations as are necessary or convenient for the conduct of the Authority so long as such regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 2.10 Conflict Disclosures. All Directors shall disclose from time to time, in writing, conflicts of interest as required by applicable law.

Section 2.11 No Restriction on Powers of Members. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Member, and no action of the Authority shall be attributable to the Members.

ARTICLE III CHANGES IN MEMBERSHIP

Section 3.01 Addition of New Members. No entity may be added to this Agreement as a Member of the Authority without the approval of all Members authorized by a written document

duly approved and executed by the governing body of each Member. An entity added as a Member shall be subject to such additional terms and conditions as the Board, in its sole discretion, may determine.

Section 3.02 Member Withdrawal. Prior to the issuance of debt by the Authority, a Member may be released from this Agreement upon written notice to the other Members. For so long as the Authority has debt outstanding, no Member that has pledged its Pledged Revenues (as defined in Section 5.02) to the Authority may be released from this Agreement, provided that at such time as all debt of the Authority has been repaid, such Member may be released from this Agreement upon written notice to the other Members. Any withdrawal by a Member under this Section 3.02 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.02. Notwithstanding the foregoing, the withdrawing Member shall remain liable for any and all of its obligations, financial or otherwise, existing on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Member or consolidation of Members shall not cause termination of this Agreement as between the Members not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.03 Member Consolidation. If all Members, or all but one Member, determine to consolidate with one another pursuant to Sections 32-1-601, *et seq.*, C.R.S., as amended, then the Members shall terminate this Agreement in accordance with the provisions of Article VII.

Section 3.04 Dissolution of Member. If a Member is dissolved or otherwise ceases to exist then either: (a) the plan for dissolution for such Member shall contain adequate provisions acceptable to the Authority, in the Authority's reasonable discretion, for the performance of all such Member's obligations to the Authority; or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

ARTICLE IV POWERS OF THE AUTHORITY

Section 4.01 Delegation of Powers, Duties and Responsibilities. Each of the Members delegates to the Authority the limited power, duty and responsibility to provide the Services, to employ the necessary personnel and do any and all other things necessary or desirable to provide the Services and to incur financial obligations on behalf of the Members. Notwithstanding the delegations made in the previous sentence, each of the Members reserves and maintains for itself the power to provide the Services and to incur financial obligations related thereto, so long as such provision of Services by a Member does not duplicate or interfere with the Authority's provision of Services and incurrence of financial obligations pursuant to this Agreement. The Members shall not provide any Services under this Agreement without the prior approval of the Board.

Section 4.02 Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203, C.R.S., as amended, and the Authority Establishment Statute, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. In accordance with the Authority Establishment Statute, the

Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Members may lawfully exercise the power. The Authority shall act through its Board, its officers, agents, consultants and employees as authorized by the Board pursuant to any action, motion, resolution and regulations of the Authority. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, an individual Member without such Member's express written consent.

Section 4.03 Enumerated Powers. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to the limitations set forth in this Agreement, the Authority's powers shall include, without limitation, the following:

(a) to acquire, hold, operate, manage, own, lease (as lessee or lessor), sell, construct, reconstruct, maintain, or repair, or dispose of real or personal property necessary, facilities, works or improvements to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Members, and other special districts, business improvement districts, authorities, corporations, cities, counties and state or federal agencies, provided, however, that the power shall be limited as provided in Section 32-1-1001, C.R.S., as amended, and other laws applicable to special districts, so long as each of the Members may lawfully exercise such power;

(c) to accept contributions, grants, gifts, bequests, loans and revenue from any lawful source;

(d) to have and use a corporate seal;

(e) to sue and be sued in the Authority's own name;

(f) to employ agents, employees, consultants and professionals; and to enter into agreements for the purpose of securing any professional, administrative, or support services;

(g) to approve and modify plans to provide for the Services; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and related purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of such conditions as it may deem reasonable and appropriate;

(h) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

(i) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, and programs furnished or to be furnished by the Authority;

(j) to adopt, by resolution, bylaws for the conduct of the Authority so long as such bylaws are not in conflict with the provisions of this Agreement or applicable law;

(k) to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose so long as such regulations are not in conflict with the provisions of this Agreement or applicable law;

(l) to keep and maintain financial books and records to account for all expenditures of funds, and to obtain an annual independent audit (or annual application for audit exemption) by certified public accountants selected by the Board of such records;

(m) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State, including without limitation, Articles 10.5 and 47, Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(n) to do and perform any acts and things authorized by the Authority Establishment Statute under, through or by means of an agent or by contracts with any person, firm, or corporation;

(o) to incur debts, liabilities or obligations to the extent and in the manner permitted by law, including without limitation, to issue on behalf of the Members bonds, notes or other financial obligations payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority subject to the provisions of the Authority Establishment Statute, and to finance the Services in accordance with Article V;

(p) to establish special or local improvement districts; and

(q) to exercise any other powers which are necessary or desirable for the provision of functions, services, or facilities by the Authority and which are specified in this Agreement and to take all actions necessary or appropriate, in accordance with applicable law and this Agreement, to carry out and implement the provisions of this Agreement.

Section 4.04 Limitation on Express and Implied Powers. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation, imposition of *ad valorem* special assessments or eminent domain.

Section 4.05 Spending Authority. The Authority is limited in its spending powers to the annual total budget duly approved by the Board, as such budget may be amended from time to time.

Section 4.06 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that, in accordance with applicable law, the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make

reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE V BUDGET; DEBT

Section 5.01 Annual Budget. Not later than October 15 of each year, the Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members. Annual budgets adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq.*, C.R.S., as amended. The Board may amend its annual budget in accordance with Sections 29-1-101, *et seq.*, C.R.S., as amended. The Authority shall make available to each Member a detailed statement of the final costs and expenses for the prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year. Not later than 30 days after the effective date of any change in the boundaries of any Member, such Member shall give written notice thereof to the Board, which notice shall include a legal description and map of the applicable Member's boundaries as so modified.

Section 5.02 Funding of Services. The Authority may fund the Services from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to provide for the Services from the proceeds of revenue bonds, notes or other financial obligations in accordance with and subject to the terms of the Authority Establishment Statute, to be issued by the Authority (the "**Authority Bonds**"), or may assign and delegate such rights and obligations to one or more Members with each such Member's written consent and assumption. It is anticipated that the Authority Bonds shall be secured by pledged revenues from one or more of the Members (the "**Pledging Member(s)**"), which shall be evidenced through one or more pledge agreements, not inconsistent with the terms of this Agreement, entered into between the Authority and the Pledging Members and shall include a pledge of each Pledging Member to impose a debt mill levy and/or to impose such other fees and charges as the Pledging Members deem appropriate, as provided for under the Service Plan or other applicable governance instruments, provided, however, that no Pledging Member may impose such fees and/or charges without the prior written approval of the Board, subject to the imposition of any conditions or limitations imposed by the Board with respect thereto, and a pledge from each Pledging Member to deliver and convey revenues generated from such debt mill levy and/or such other fees and charges to the Authority (the "**Pledged Revenues**") to secure repayment of the Authority Bonds. Members may make loans or grants to the Authority provided such loans or grants do not result in the loss of enterprise status of the Authority, if any, that may exist under Article X, Section 20, of the State Constitution unless approved by the Authority and all of the Members and loss of enterprise status, if any, does not adversely affect any outstanding debt of the Authority as determined by the Authority's bond counsel. A Pledging Member shall remit its Pledged Revenue to the Authority within 30 days of such Member's receipt of the Pledged Revenue; provided however, at any time that any Authority Bonds are outstanding, all Pledged Revenue shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement or similar financial instrument executed by the Pledging Members in connection with the issuance of the Authority Bonds.

Section 5.03 Authority Bonds. The Authority may, from time to time, issue the Authority Bonds on behalf of the Members; provided however, such Authority Bonds may only

be issued pursuant to (i) a written instrument approved by a written resolution of the Board, and (ii) written resolutions of each Pledging Member pledging Pledged Revenues to repay the applicable Authority Bonds, and shall be payable out of all or a specified portion of the Pledged Revenues and other available revenues of the Authority as approved by the Board.

ARTICLE VI INSURANCE

Section 6.01 General. The Authority shall maintain, at a minimum, the insurance coverages set forth in this Article VI. The Authority may obtain any further or additional insurance coverage approved by the Board.

Section 6.02 General liability. The Authority shall maintain general liability coverage protecting the Authority and its officers, directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or the maximum amount that may be recovered under the CGIA, whichever is higher.

Section 6.03 Directors and officers liability. The Board shall maintain Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors and officers in the performance of their duties.

ARTICLE VII TERM; TERMINATION

Section 7.01 Term; Termination. This Agreement shall become effective on the date of the last of the Districts to duly execute this Agreement (the “**Effective Date**”), as indicated by each District’s signature below. This Agreement may be terminated at any time by written agreement of all Members or as provided in Section 3.03; provided, however, that this Agreement may not in any event be terminated or rescinded so long as the Authority has bonds, notes, or other financial or other obligations outstanding, unless provision for full payment and/or discharge of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligation.

Section 7.02 Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate any assets of the Authority. Upon dissolution of the Authority, and in consultation with the Authority’s bond counsel, all of such assets and obligations with respect to provision of the Services shall be transferred to: (a) one or more of the Members; (b) an entity that exists as a result of a consolidation of the Members; or (c) other governmental entity(ies) approved by the Members immediately prior to dissolution. If the Members cannot agree on the disposition of certain assets or property of the Authority, such assets or property (excepting cash) shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Members in the same proportion as the respective contribution of funds by the Members to the Authority for the Authority’s acquisition and/or financing of the assets or property. Upon termination of this Agreement, the Members shall work in good faith to determine how best

to allocate Authority assets and liabilities between the Members, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each Member.

ARTICLE VIII DEFAULT; REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall constitute an “**Event of Default**” under this Agreement: The failure to perform or observe any material covenant, agreement, or condition in this Agreement on the part of any Member and to cure such failure within 30 days of receipt of notice from one of the other Members or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Member shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within such 30-day period and the defaulting Member is diligently pursuing the cure to completion.

Section 8.02 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, each of the Members and the Authority (individually or collectively) shall have the following rights and remedies to the extent permitted by applicable law:

(a) Any non-defaulting Member(s) and/or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Member to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Member to perform in accordance with this Agreement.

(b) Any non-defaulting Member(s) and/or the Authority may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including without limitation, attorneys’ fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Member(s) and/or the Authority shall have the right to budget and expend funds as necessary to enforce the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.01 Books and Records. The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Such books and records shall be open to inspection at all times during normal business hours by any representative of any of the Members or by the accountant or other person authorized by any of the Members to inspect the same. The Board shall provide for the auditing of all books and

accounts and other financial records of the Authority annually, and in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1, Title 29, C.R.S., as amended. Audits shall be completed and filed annually in a timely manner in accordance with Section 29-1-606, C.R.S., as amended. All funds received by the Authority shall be invested in accordance with applicable law.

Section 9.02 Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Members as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

to District No. 1: Legacy Metropolitan District No. 1
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 1
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 2: Legacy Metropolitan District No. 2
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 2
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 3: Legacy Metropolitan District No. 3
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 3
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

to District No. 4: Legacy Metropolitan District No. 4
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
kmartin@ottenjohnson.com

with a copy to: Legacy Metropolitan District No. 4
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

A Member may change its notice information by the delivery of such modified notice information to the other Members in accordance with this Section 9.02.

Section 9.03 Execution of Contracts. Except as otherwise provided by law, the Board may authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

Section 9.04 Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, bonds, or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 9.05 Fiscal Year. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board.

Section 9.06 Principal Place of Business. The principal place of business of the Authority shall be established by the Board. The Authority shall file with the Division of Local Government in the Department of Local Affairs the name of agent for service of process on the

Authority, and the address of the principal place of business of the Authority, within 30 days following any changes to such information.

Section 9.07 Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

Section 9.08 Annual Appropriation; Debt Not That of Members. Each Member acknowledges and agrees that its own and each other Member's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each Member and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6, of the State Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member.

Section 9.09 Consent. Whenever any provision of this Agreement requires consent or approval of the Members, the same shall not be unreasonably withheld.

Section 9.10 Amendments. This Agreement may be amended only by written instrument approved by formal action and authority of the governing bodies of all of the Members; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

Section 9.11 Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.12 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Members and to their respective successors and permitted assigns.

Section 9.13 Assignment. No Member shall assign any of the rights nor delegate any of its duties of this Agreement without written consent of all of the Members. Any attempted assignment or delegation not in conformance with this provision shall be void.

Section 9.14 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.15 Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.16 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Members that any person, other than the Members, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 9.17 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Agreement shall be binding as original signatures for all purposes hereunder.

[signature pages follow]

IN WITNESS WHEREOF, the Districts have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: October 8, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Oct 8, 2025 10:26:15 MDT)
Secretary

**FIRST AMENDMENT TO
AGREEMENT ESTABLISHING THE
LEGACY COMMUNITY AUTHORITY**

THIS FIRST AMENDMENT TO AGREEMENT ESTABLISHING THE LEGACY COMMUNITY AUTHORITY (this “**Amendment**”) is entered into effective as of November 19, 2025, by and among LEGACY METROPOLITAN DISTRICT NO. 1, a political subdivision and public corporation of the State of Colorado (“**District No. 1**”); LEGACY METROPOLITAN DISTRICT NO. 2, a political subdivision and public corporation of the State of Colorado (“**District No. 2**”); LEGACY METROPOLITAN DISTRICT NO. 3, a political subdivision and public corporation of the State of Colorado (“**District No. 3**”); LEGACY METROPOLITAN DISTRICT NO. 4, a political subdivision and public corporation of the State of Colorado (“**District No. 4**”); and LEGACY METROPOLITAN DISTRICT NO. 7, a political subdivision and public corporation of the State of Colorado (“**District No. 7**”). District No. 1, District No. 2, District No. 3, District No. 4, and District No. 7 may be referred to herein each as a “**District**” and collectively as the “**Districts**.”

WITNESSETH

WHEREAS, District No. 1, District No. 2, District No. 3, and District No. 4 entered into that Agreement Establishing the Legacy Community Authority, having an effective date of October 8, 2025 (the “**Agreement**”) to, among other things, establish a separate legal entity and political subdivision and public corporation of the State to be known as the “Legacy Community Authority” (the “**Authority**”) for the purposes described therein; capitalized terms used but not defined herein have the meanings given to them in the Agreement; and

WHEREAS, District No. 7 is a quasi-municipal corporation and political subdivision of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City of Wheat Ridge, State of Colorado; and

WHEREAS, as permitted by the Service Plan and the Special District Act, District No. 7 is lawfully authorized to provide the Services and therefore is eligible to become a Member of the Authority pursuant to Agreement Section 3.01; and

WHEREAS, the Districts desire to enter into this Amendment for the purpose of adding District No. 7 to the Agreement as a Member of the Authority, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

1. New Member. Pursuant to Section 3.01 of the Agreement, District No. 1, District No. 2, District No. 3, and District No. 4 hereby add District No. 7 as a District to the Agreement and Member of the Authority, and District No. 7 hereby agrees and consents to being added as a District to the Agreement and Member of the Authority. District No. 7 shall be subject to the same

terms and conditions of the Agreement as applicable to District No. 1, District No. 2, District No. 3, and District No. 4.

2. Board of Directors. Pursuant to Section 2.02 of the Agreement, District No. 7 shall be entitled to appoint one (1) Director to serve on the Board, thereby increasing the number of Directors to five (5).

3. Notices. Any notices and demands required or permitted by the Agreement shall be given in writing to District No. 7 in accordance with the terms of Section 9.02 of the Agreement and as addressed as set forth below:

to District No. 7: Legacy Metropolitan District No. 7
c/o Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Kimberly Martin
<mailto:kmartin@ottenjohnson.com>

with a copy to: Legacy Metropolitan District No. 7
c/o WBA, PC
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers
kbowers@wbapc.com

4. Effect of Amendment. Except as expressly provided in this Amendment, the Agreement has not been amended, supplemented or altered in any way by this Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control.

5. Counterparts; Electronic Signatures. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (i.e., pdf or DocuSign) to this Amendment shall be binding as original signatures for all purposes hereunder.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Districts have caused this Amendment to be executed effective as of the date first written above.

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: November 21, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)
Secretary

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: November 21, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)
Secretary

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: November 21, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)
Secretary

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO. 4, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: November 21, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)
Secretary

DISTRICT NO. 7:

LEGACY METROPOLITAN DISTRICT NO. 7, a
political subdivision and public corporation of the
State of Colorado

By: Sarah Hunsche
Name: Sarah Hunsche
Title: President
Date: November 21, 2025

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)
Secretary

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”), is entered into as of the 19th day of November, 2025, by and between LEGACY METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), LEGACY METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), LEGACY METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”), LEGACY METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 4**”), LEGACY METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 5**”), LEGACY METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 6**”), LEGACY METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 7**”), LEGACY METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 8**”), LEGACY METROPOLITAN DISTRICT NO. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 9**”), LEGACY METROPOLITAN DISTRICT NO. 10, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 10**”), LEGACY METROPOLITAN DISTRICT NO. 11, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 11**”), and LEGACY METROPOLITAN DISTRICT NO. 12, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 12**”). District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, and District No. 12, are referred to herein individually as a “**District**” and collectively as the “**Districts**.”

RECITALS

WHEREAS, the Districts have been duly and validly organized as quasi-municipal corporations and political subdivisions of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the “**Special District Act**”);

WHEREAS, the Districts are governed by a Service Plan for Legacy Metropolitan District Nos. 1-12 approved by the City of Wheat Ridge (the “**City**”) on February 24, 2025 pursuant to Resolution No. 14, Series 2025 (the “**Service Plan**”); and

WHEREAS, the Districts are authorized to provide a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act, except as specifically limited in the Service Plan (the “**Public Improvements**”); and

WHEREAS, according to the Service Plan, the primary purpose of the Districts is to provide all or a portion of the Public Improvements associated with the project commonly referred to as “Legacy Lutheran” (the “**Project**”); and

WHEREAS, Section IV.D of the Service Plan grants the Districts the authority to enter into any intergovernmental agreements deemed necessary to effectuate the plans of the Districts; and

WHEREAS, the Districts, being located in the same general area and collectively serving the Project, desire to develop a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under the Special District Act and the Service Plan; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and § 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide, *inter alia*, for the sharing of costs, the imposition of taxes, and the incurring of debt; and

WHEREAS, as permitted by the Special District Act and the Service Plan, the Districts desire to coordinate with one another for the ongoing ownership, operation, maintenance, and repair of the Public Improvements that are not conveyed or dedicated to other governmental entities as more fully set forth in the Service Plan (collectively, the “**O&M Services**”); and

WHEREAS, as permitted by the Service Plan and the Special District Act, the Districts desire to coordinate with one another for the services described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “**Administrative Services**,” and together with the O&M Services, the “**Services**”), in an economic and efficient manner; and

WHEREAS, pursuant to the Service Plan, the total combined Debt (as defined in the Service Plan) that the Districts shall be permitted to issue shall not exceed \$110,000,000 in aggregate principal amount (the “**Aggregate Debt Cap**”); and

WHEREAS, District Nos. 1-4 and 7 (collectively, the “**Members**”) have entered into that certain Agreement Establishing the Legacy Community Authority, dated and effective as of October 8, 2025, as amended by that First Amendment to Agreement Establishing the Legacy Community Authority dated November 19, 2025 (as further amended and supplemented from time to time, the “**Establishment Agreement**”), for the purpose of creating the Legacy Community Authority (the “**Authority**”) in order that the Authority can establish a method of coordinating the design, planning, construction, acquisition, and financing of certain of the Public Improvements for the Districts; and

WHEREAS, pursuant to the Establishment Agreement, the Authority is organized for the purpose of incurring financial obligations on behalf of the Members for the purpose of providing the Public Improvements; and

WHEREAS, the Authority anticipates issuing bonds in 2025 pursuant to which the Members will enter into one or more capital pledge agreements (the “**Pledge Agreements**”) obligating the Members to impose a debt service mill levy and remit revenues to the Authority for repayment of the bonds; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments and provides that such statute will be liberally construed; and

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

WHEREAS, the Districts have a compelling mutual interest in coordinating with respect to the Services and the issuance of Debt for the benefit of the property owners and residents within the boundaries of the Districts and to promote the public welfare generally; and

WHEREAS, pursuant and subject to paragraph IV.A.4 of the Service Plan, the Districts are authorized to include and exclude property into and from their boundaries if such property is located within the Service Area (defined as the property within the boundaries of all the Districts); and

WHEREAS, in order to effectuate the subject matter of this Agreement, the owner of property within the Districts has submitted a Petition for Inclusion of Property to District No. 12 and District No. 12, following public hearing, approved the inclusion into its boundaries all of the property within the Service Area on November 19, 2025; and

WHEREAS, as a result of the inclusion, all of the property within the Service Area will be located within District No. 12 and will at all times be subject to an operations and maintenance mill levy imposed by District No. 12; and

WHEREAS, the Districts desire that District No. 12, whose boundaries are coterminous with the Project and overlap the boundaries of District Nos. 1-11, undertake the provision of the Services at its sole cost and expense on behalf of and for the benefit of the Districts (collectively, the “**Service Costs**”) as set forth herein; and

WHEREAS, to avoid confusion, duplication of services and potential conflict over debt authorization available to each of the Districts, the Parties also desire to establish the allocation of the Aggregate Debt Cap and authorization to issue Debt by and among the Districts; and

WHEREAS, the Districts also desire to establish the respective mill levy obligations of each of the Districts; and

WHEREAS, in light of the widespread benefit of the Services and in order to pay for the Service Costs and the Public Improvements in the most cost effective manner, the Districts have determined that this Agreement furthers the public policy and intent of the Special District Act, the Service Plan and the residents, tax payers and property owners within the boundaries of the Districts.

AGREEMENT

1. Recitals Incorporated: The recitals to this Agreement are incorporated as if fully set forth herein.

2. Obligations of District No. 12: District No. 12, which, following adoption of a Resolution and Order for Inclusion of Property by the Board of Directors of District No. 12 and subsequent court order approving such inclusion, encompasses the entirety of the Service Area, agrees as follows:

(a) Services. District No. 12 shall own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other governmental entities or an owners association in good order, condition, and repair in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, and shall perform the Services in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, provided that District Nos. 1-11 observe and perform their respective covenants and agreements set forth in this Agreement and are not otherwise in default of this Agreement, subject to the following:

(i) District No. 12 may suspend or curtail Services to an individual District in its discretion as necessary or appropriate to address funding shortfalls that have occurred or are anticipated to occur in the future with respect to such District; and

(ii) District No. 12 shall have the authority to enter into service contracts with third parties to provide the Services required or deemed appropriate by District No. 12.

(iii) District No. 12 may adopt rules, regulations, policies and procedures concerning the provision of Services.

(b) Mill Levies and Fees:

(i) District No. 12 shall levy on all the taxable property within its boundaries an operations and maintenance mill levy for the purpose of paying for the Service Costs.

(ii) To avoid overlapping mill levies, District No. 12 shall not impose a debt service mill levy or issue any Debt for so long as any of the other Districts, including the Members, are imposing a debt service mill levy in accordance with their obligations set forth below.

(iii) District No. 12 shall be authorized to impose fees, rates, tolls, penalties or charges for the purpose of funding certain of the Service Costs as authorized by the Service Plan.

3. Obligations of District No. 1-4 and 7:

(a) District Nos. 1-4 and 7 shall impose a debt service mill levy to pay debt service on all Debt issued by the Authority and shall enter into Pledge Agreements with the

(b) Authority to effectuate the pledge of revenues received by the debt service mill levies of District Nos. 1-4 and 7 to the Authority. The amount of the debt service mill levy shall be limited as provided for in the Service Plan, or any future amendments thereof, and as approved by the electors of District Nos. 1-4 and 7 from time to time.

4. Obligations of District Nos. 1-11:

(a) In order to avoid overlapping mill levies, for so long as District No. 12 is providing the Administrative Services, District Nos. 1-11 shall not impose an operations and maintenance mill levy. The Districts acknowledge that the inclusion of property into District No. 12 as described herein was not completed by the May 1 statutory deadline in order for the assessor to recognize the inclusion into District No. 12 for 2025 assessed valuation and property tax purposes. As a result, and notwithstanding anything contained herein, for 2025 imposition year (tax collection year 2026) only, District No. 3 (and only District No. 3) shall be authorized to impose an operating mill levy of up to 67 mills and to collect and retain amounts received from such operating mill levy.

(b) District Nos. 1-11 shall not own, operate or maintain any Public Improvements unless otherwise agreed to in writing by the Districts.

(c) District Nos. 1-11 shall not impose any fees, rates, tolls, penalties or charges unless otherwise agreed to in writing by the Districts.

5. Public Improvements

(a) District No. 12 shall enter into any agreements with third parties and the Authority governing the conveyance of the Public Improvements from such third parties to District No. 12 (collectively, “**Conveyance Agreements**”).

(b) District No. 12 shall approve the acceptance of any Public Improvements for ownership by District No. 12 pursuant to the terms of any Conveyance Agreements.

(c) District No. 12 shall not sell, transfer, convey or otherwise encumber any portion of the Public Improvements without the prior written consent of the other Districts.

6. Debt Allocation. The Districts acknowledge and agree that pursuant to the Service Plan, the Districts are limited in their aggregate authority to issue Debt to the Aggregate Debt Cap.

The Districts agree that, based upon the current development projections, the Aggregate Debt Cap shall be allocated by and among the Districts as follows (collectively, the “**Debt Allocation**”):

District	Allocated Debt
District No. 1	\$58,116,666 (52.8%)
District No. 2	\$2,383,333 (2.2%)
District No. 3	\$18,333,333 (16.7%)
District No. 4	\$15,583,333 (14.2%)
District No. 5	\$0
District No. 6	\$0
District No. 7	\$15,583,333 (16.7%)
District No. 8	
District No. 9	
District No. 10	
District No. 11	
District No. 12	\$0

Notwithstanding the foregoing, any one or more of the Districts may reallocate their respective portions of the Debt Allocation among themselves upon written notice executed by and among the reallocating Districts (a “**Reallocation Agreement**”) without the additional approval of the other Districts, provided that such reallocation shall not cause the Aggregate Debt Cap established by the Service Plan to be exceeded and such reallocation does not reallocate among Districts not parties to the Reallocation Agreement.

7. Termination of Services.

(a) General Acknowledgement. The Districts acknowledge that since they are part of a fully integrated project and community, that the Services are not easily partitioned among the Districts. Accordingly, the Districts agree to cooperate in good faith with respect to matters set forth in this Agreement, including without limitation, any termination of this Agreement, in order to ensure that the integrity and quality of the community is maintained for the benefit, health,

safety and welfare of the Districts and the residents, tax payers and property owners within the boundaries of the Districts.

(b) Administrative Services Election.

(i) Notwithstanding the provisions of Section 2, District Nos. 1-11 each have the right to elect to perform their own Administrative Services (in which event District No. 12 will be relieved from providing such Administrative Services for the electing District), by giving written notice of such election to District No. 12 and the other Districts no later than August 31 of each year in order to take effect on January 1 of the following year. Such election will remain effective for the duration of the term of this Agreement unless the electing District receives the consent of District No. 12 pursuant to Section 7(b)(iii).

(ii) If any District exercises the election authorized by this Section 7(b), that District shall be authorized to levy on all of the taxable property within its boundaries an operations and maintenance mill levy for the purpose of paying such District's Administrative Services. Any District which elects to exercise to provide its own Administrative Services shall provide to District No. 12, no later than October 31 of each year, the anticipated operations and maintenance mill levy to be imposed by such District for the following calendar year.

(iii) Any District that has elected to perform its own Administrative Services pursuant to this Section 7(b) may, no later than August 31 of any Planning Year, request that District No. 12 resume performing the Administrative Services commencing on January 1 of the applicable Budget Year. If District No. 12 approves such request, which approval will be in District No. 12's reasonable discretion, the requesting District will not be authorized to impose an operations and maintenance mill levy following the effectiveness of such approval.

8. Purpose. In addition to the provisions of this Agreement, reference is also made to the Service Plan, for purposes of construing this Agreement and the intent of Districts. The Districts acknowledge that performance of this Agreement is necessary to the full implementation of the Service Plan and that any attempt by any District to terminate this Agreement other than in accordance with Section 7(b), by judicial action or otherwise, is acknowledged to be and will constitute a "material modification" of the Service Plan which, in addition to all other remedies set forth herein, the other District(s) will be entitled to seek to enjoin in accordance with Section 207 of the Special District Act. Notwithstanding the foregoing agreements regarding "material modification" of the Service Plan, the agreements and acknowledgments of the Districts relative thereto are expressed solely for the benefit of the Districts to aid in their efforts to enforce this Agreement and will not constitute or be admissible as admissions by any party in efforts which may be taken by any other person to enjoin activities by or otherwise seek legal or equitable remedies against any party under State law.

9. General Representations, Warranties and Covenants. In addition to other representations, warranties and covenants made by the Districts as set forth in this Agreement, each District hereby makes the following additional representations, warranties and covenants to each other District:

(a) Authority. Such District has the full right, power and authority to enter into and perform its obligations and the transactions contemplated under this Agreement.

(b) Conflicts. None of the execution of this Agreement, the consummation of the transactions contemplated hereunder, or the fulfillment of or the compliance with the terms and conditions of this Agreement by such District will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, or decree to which such District is a party or by which the District is bound.

(c) Enforceability. This Agreement is a valid, binding and legally enforceable obligation of each District and is enforceable in accordance with its terms.

(d) Performance. Each District will keep and perform all of the covenants and agreements contained herein and will take no action that could have the effect of rendering this Agreement unenforceable in any manner.

10. District Boundary Modifications. No District may consent to the inclusion or exclusion of any real property from within its boundaries without obtaining the prior written consent of the other Districts, which consent will not be unreasonably withheld, delayed, or conditioned.

11. Default, Remedies and Enforcement.

(a) Events of Default. The breach of any provision of this Agreement by a District (including without limitation, the representations and warranties of such District), the occurrence of any one or more of the following events, and/or the existence of any one or more of the following conditions will constitute an “Event of Default” under this Agreement by the applicable District only:

(i) The failure to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any District and to cure such failure within 10 days of receipt of notice from any other District of such failure; provided, however, that if the applicable default is of a nature that is not reasonably capable of being cured within such 10 day period, then the cure period will extend so long as the defaulting District commences its cure within such 10 day period and thereafter diligently pursues the cure to completion, as reasonably determined by the non-defaulting District(s);

(ii) The filing of a voluntary petition under federal or state bankruptcy or insolvency laws by a District or the appointment of a receiver for any of the applicable District’s assets that is not dismissed within 30 days of such filing or appointment; or

(iii) Assignments by a District for the benefit of a creditor and a failure to secure the release or termination of such assignments within 30 days after the making of such assignments.

(b) Remedies. Upon the occurrence of an Event of Default, the non-defaulting District(s) will have the following rights and remedies:

(i) In the event of a breach of any provision of this Agreement, any non-defaulting District may ask a court of competent jurisdiction to enter a writ of mandamus to compel the board of directors of the defaulting District to perform its duties under this Agreement, and any non-defaulting District may seek from a court of competent jurisdiction temporary and/or permanent injunctions, or orders of specific performance, to compel the defaulting District to perform in accordance with the obligations set forth under this Agreement;

(ii) The non-defaulting District(s) may protect and enforce their rights under this Agreement by such suit, action, or special proceedings or remedies as they deem appropriate, including without limitation any proceedings for specific performance of any covenant or agreement contained herein, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages caused by breach of this Agreement, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement or exercising any available remedies; and/or

(iii) To terminate this Agreement with respect to the defaulting District for any Event of Default that causes the non-defaulting District(s) irreparable harm material to their aggregate interests under this Agreement.

(c) Delay or Omission No Waiver. No delay or failure of any District to exercise any right or remedy upon any Event of Default will exhaust or impair any such right or remedy or will be construed to be a waiver of any such Event of Default, or acquiescence with respect to such Event of Default.

(d) No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by any District will extend to or affect any subsequent or any other then existing Event of Default or will impair any rights or remedies related thereto. Any waiver must be in writing to be enforceable against the waiving District. All rights and remedies of the non-defaulting District(s) provided in this Agreement may be exercised with or without notice, will be cumulative, may be exercised separately, concurrently or repeatedly, and the exercise of any such right or remedy will not affect or impair the exercise of any other right or remedy.

12. Notice of Occurrence or Loss. If there is an occurrence or loss from which a claim arises or could arise, the applicable District(s) will promptly notify the other Districts in writing and provide any information received or learned by such District(s) concerning such claim. The District(s) agree not to voluntarily make any payment, assume any obligation or incur any expense in connection with the subject matter of this paragraph if any such actions would impair the rights of another District.

13. Notices. Any notices and demands required or permitted by this Agreement shall be given in writing addressed to the Districts as set forth below, and delivered by (a) reputable overnight carrier (such as FedEx, DHL or UPS) for next business day receipt by the addressee; (b) United States certified mail, postage prepaid, return receipt requested; or (c) email. Notice shall be deemed given on the next business day if sent in accordance with clause (a) above, or two business days following the date deposited in the United States mail if sent in accordance with clause (b) above, or as of the machine-stamped date and time on the sent message if sent in

accordance with clause (c) above. If a notice is sent in accordance with clause (c) above, the notice shall also be promptly sent by at least one of the other methods provided above, and in such case the date upon which the notice is deemed to be given shall be the date as determined under clause (c).

District Nos. 1-11: Legacy Metropolitan District Nos. 1-11
c/o WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Kristin J. Bowers, Esq.
Phone: (303) 858-1800
E-mail: kbowers@wbapc.com

District No. 12: Legacy Metropolitan District No. 12
c/o WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Kristin J. Bowers, Esq.
Phone: (303) 858-1800
E-mail: kbowers@wbapc.com

A District may change its notice information by the delivery of such modified notice information to the other Districts in accordance with this Section 13.

14. Miscellaneous.

(a) Relationship of Districts. This Agreement does not and will not be construed as creating a joint venture, partnership, or employer-employee relationship among the Districts. The Districts intend that this Agreement be interpreted as creating only an ordinary contractual relationship among them as contemplated in the Service Plan without any fiduciary or other special duties. The Districts hereby incorporate the recitals into this Agreement. It is also agreed that the conduct and control of the work and functions required by this Agreement for the Services will lie solely with District No. 12 which will be free to exercise reasonable discretion in the performance of its duties under this Agreement. No District will, with respect to any activity, be considered an agent or employee of any other District.

(b) Assignment. Except as set forth herein, neither this Agreement, nor any of a District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of the other Districts. Any such attempt of assignment without the requisite consent will be deemed void and of no force and effect. Consent to one assignment will not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

(c) Modification. This Agreement may be modified, amended, changed or terminated, except as otherwise provided herein, in whole or in part, only by an agreement in

writing duly authorized and executed by the Districts. No consent of any third party will be required for the negotiation and execution of any such agreement.

(d) Severability. If any clause or provision in this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

(e) District Dissolution. In the event any District seeks to dissolve pursuant to Section 701 of the Special District Act, it will provide written notification of the filing or application for dissolution to the other Districts concurrently with such filing. No District that remains a party to this Agreement will seek to dissolve so long as this Agreement is in effect without the prior written consent of the other Districts.

(f) Survival of Obligations. Unfulfilled obligations of the Districts arising under this Agreement will be deemed to survive the expiration of this Agreement or termination of this Agreement by court order. Said obligations will be binding upon and inure to the benefit of the Districts and their respective successors and permitted assigns.

(g) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State and venue will be in any court of competent jurisdiction in Jefferson County.

(h) Headings for Convenience Only. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(i) Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance will be extended to the next succeeding business day, unless otherwise expressly stated.

(j) Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon, or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts will be for the sole and exclusive benefit of the Districts acting through their respective boards of directors. This Agreement will be construed as, and will be, an intergovernmental agreement among the Districts only.

(k) Records. Each District will have the right to access and review each other District's records and accounts, at reasonable times during the District's regular office hours, for purposes of determining compliance by the Districts with the terms of this Agreement, and such access will be subject to the provisions of the Colorado Open Records Act contained in Sections 24-72-101, et seq., C.R.S., as amended from time to time, and any policies adopted by the applicable District. In the event of disputes or litigation between the Districts, all access and

requests for such records will be made in compliance with the Colorado Open Records Act and any applicable litigation discovery rules.

(l) Attorneys' Fees and Costs. In the event of any litigation between or among any Districts hereto concerning the enforcement or interpretation of this Agreement, the prevailing party(ies) in such litigation will receive from the non-prevailing party(ies), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing party(ies) in such litigation, including attorneys' fees.

(m) Compliance with Law. Each District acknowledges and agrees it will comply with all federal, State, City and other applicable governmental laws, rules and regulations in effect from time to time and applicable to such District, its property and its operations.

(n) Further Assurance. Each District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of such District's obligations hereunder.

(o) Governmental Immunity. Nothing herein will be construed as a waiver of the rights, privileges and immunities of any of the Districts pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

(p) Counterpart Execution. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

(q) Negotiated Provisions. This Agreement will not be construed more strictly against one District than against any other District, it being acknowledged that each District has contributed substantially and materially to the preparation of this Agreement.

[Signature pages follow].

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

DISTRICT NO. 1:

LEGACY METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 2:

LEGACY METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 3:

LEGACY METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins
Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 4:

LEGACY METROPOLITAN DISTRICT NO.
4, a quasi-municipal corporation and political
subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 5:

LEGACY METROPOLITAN DISTRICT NO.
5, a quasi-municipal corporation and political
subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 6:

LEGACY METROPOLITAN DISTRICT NO.
6, a quasi-municipal corporation and political
subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 7:

LEGACY METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 8:

LEGACY METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 9:

LEGACY METROPOLITAN DISTRICT NO. 9, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 10:

LEGACY METROPOLITAN DISTRICT NO. 10, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 11:

LEGACY METROPOLITAN DISTRICT NO. 11, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

DISTRICT NO. 12:

LEGACY METROPOLITAN DISTRICT NO. 12, a quasi-municipal corporation and political subdivision of the State of Colorado

Sarah Hunsche

Officer of the District

ATTEST:

Jonathan Adkins

Jonathan Adkins (Nov 21, 2025 14:05:32 MST)

EXHIBIT A
ADMINISTRATIVE SERVICES
TO BE PROVIDED BY DISTRICT NO. 12

1. Serve as the “official custodian” and repository for the applicable District’s records, including, but not limited to, providing file space, incidental office supplies and photocopying, meeting facilities and reception services.
2. Coordination of all Board meetings to include:
 - a. Preparation and distribution of agenda and information packets.
 - b. Preparation and distribution of meeting minutes.
 - c. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - d. Other details incidental to meeting preparation and follow-up.
3. Ongoing maintenance of an accessible, secure, organized and complete filing system for the applicable District’s official records.
4. Monthly preparation of checks and coordination of postings with an accounting firm.
5. Periodic coordination with an accounting firm for financial report preparation and review of financial reports.
6. Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc., and ascertaining that all contractors and subcontractors maintain required coverage for the applicable District’s benefit.
7. Election administration, including preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and generally assisting in conducting the election.
8. Budget preparation, including preparation of proposed budgets in coordination with an accounting firm, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications and correspondence associated with the adoption of the annual budget and certification of the tax levy.
9. Response to inquiries, questions and requests for information from property owners, residents and others, including open records requests pursuant to the Colorado Open Records Act, §§ 24-72-101 et seq., C.R.S.
10. Drafting proposals, bidding contract and construction administration, and supervision of contractors.

11. Analysis of financial condition and alternative financial approaches, and coordination and structuring of bond issue or other debt preparation.
12. Administration of the expenditure of any funds or proceeds related to any loans, bonds, or other financial obligations issued by any one of the Districts.
13. Oversight of investment of the applicable District's funds based on investment policies in accordance with state law.
14. Provide liaison and coordination with other governments.
15. Coordinate activities and provide information as requested to an external auditor engaged by District No. 12.
16. Supervise and ensure contract compliance of all service contractors.
17. Coordinate legal, accounting, management, engineering and other professional services.
18. Assist any auditors in the preparation of annual audits as required by the laws of the State of Colorado.
19. Advise and assist the Districts by analyzing the Districts' long and short-term financial needs and presenting the Districts with long and short-term financial proposals (including structuring of bonds or other forms of debt issuance) to meet those needs.
20. Facilitate and ensure that any continuing disclosures are handled in accordance with law as the same is required for debt of the applicable District.
21. Provide emergency communication services for the Services.
22. Perform such other services as may from time to time be reasonably necessary in furtherance of securing the applicable District compliance with all applicable federal and state statutes and regulations and with applicable county and local laws; provided, however, that any and all expenditures in furtherance of these services will be made and reimbursed in accordance with this Agreement.
23. Contracting for the design, planning, engineering, construction and/or acquisition, management, landscape architecture and engineering, soil testing and inspection, and line and systems testing and inspection attributable to the Services.
24. Obtaining any and all real property interests necessary for the provision of the Services.
25. Obtaining any and all governmental and/or administrative approvals necessary to the provision of the Services, including provision for the payment of fees associated therewith.
26. Performing and/or contracting for construction administration of construction contracts in connection with the Services.

27. Contracting for the acquisition of water rights to the extent necessary for the provision of the Services.
28. Administering collection of any amounts due to the applicable District under any cost recovery or other reimbursement agreement relating to the Services.
29. Engagement of consultants necessary in connection with provision of the Administrative Services, including attorneys, accountants, engineers, managers, architects, soils consultants, and any other consultant determined by District No. 12 to be necessary or appropriate to the provision of the Administrative Services.
30. In addition to these services, when other services are necessary in the opinion of District No. 12, District No. 12 may recommend the same to the other Districts. District No. 12 may, with the approval of the other Districts, provide any Administrative Services to the other Districts in lieu of retaining consultants or contractors to provide those services.

**FIRST AMENDMENT TO
COOPERATION AGREEMENT BETWEEN THE
WHEAT RIDGE URBAN RENEWAL AUTHORITY DBA RENEWAL WHEAT RIDGE
AND THE LEGACY METROPOLITAN DISTRICT NOS. 1-12**

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT (the “**Amendment**”) is made and executed effective as of the 2nd day of December, 2025, by and between the WHEAT RIDGE URBAN RENEWAL AUTHORITY DBA RENEWAL WHEAT RIDGE, a body corporate and politic of the State of Colorado (“**RWR**”); and LEGACY METROPOLITAN DISTRICT NOS. 1-12, quasi-municipal corporations and political subdivisions of the State of Colorado (individually a “**District**” and collectively, the “**Districts**”). RWR and the Districts are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the City Council of the City of Wheat Ridge, Colorado (the “**City**”) established RWR on October 19, 1981;

WHEREAS, the Parties entered into that certain Cooperation Agreement effective September 16, 2025 (the “**Cooperation Agreement**”); and

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Cooperation Agreement;

WHEREAS, on October 25, 2021, the City approved the Lutheran Legacy Campus Master Plan, which outlined a 20-year vision for the property, based on input from community members, and which addresses issues such as built form and use, density and height, vehicular access, circulation and parking;

WHEREAS, the City Council approved and adopted an urban renewal plan known as the Lutheran Legacy Campus Urban Renewal Plan (the “**Plan**”) on September 22, 2025;

WHEREAS, the Parties desire to amend the Cooperation Agreement pursuant to this First Amendment so the dates in the Cooperation Agreement correspond with the dates in the Plan.

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Amendment to Section 2.6 of Cooperation Agreement. The following definition in Section 2.6 of the Cooperation Agreement is amended and restated in its entirety as follows:

2.6 “**Duration**” means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act and the Plan. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues in 2024. The last year the assessment roll will be divided for

purposes of TIF is 2050 and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2051.

3. Prior Provisions Effective. Except as specifically amended hereby, all terms and conditions of the Cooperation Agreement shall remain in full force and effect.

4. Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this First Amendment effective as of the day and year first above written.

**WHEAT RIDGE URBAN RENEWAL
AUTHORITY, DBA RENEWAL WHEAT
RIDGE** a body corporate and politic of the State of
Colorado

Celeste Tanner, Chair

ATTEST:

Steve Art, Executive Director

**LEGACY METROPOLITAN DISTRICT NOS.
1-12**, quasi-municipal corporations and political
subdivisions of the State of Colorado

Sarah Hunsche

Officer of the Districts

ATTEST:

Jonathan Adkins

[Jonathan Adkins \(Dec 8, 2025 15:06:33 MST\)](#)

Secretary

WHEAT RIDGE URBAN RENEWAL AUTHORITY
RESOLUTION NO.24-2025

**TITLE: A RESOLUTION APPROVING A FIRST AMENDMENT TO A
COOPERATION AGREEMENT BETWEEN THE WHEAT RIDGE
URBAN RENEWAL AUTHORITY AND THE LEGACY
METROPOLITAN DISTRICT NOS. 1-12**

WHEREAS, the Board of Commissioners of the Wheat Ridge Urban Renewal Authority (the "Authority") is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), including the power to pass resolutions and enter into contracts and agreements;

WHEREAS, the Legacy Metropolitan District Nos. 1-12 approved the agreement for the Lutheran Legacy Campus Urban Renewal Plan for the City of Wheat Ridge (the "Urban Renewal Plan"), which details the inclusion of the parcels described in the Urban Renewal Plan for the purposes authorized in the Act, including utilizing tax increment financing ("TIF Financing"), as contemplated by § 31-25-107(9)(a), C.R.S., for the purposes authorized by the Act;

WHEREAS, on September 16, 2025 the Board unanimously adopted Resolution 20-2025 adopting the tax sharing agreement.

THEREFORE, BE IT RESOLVED by the Wheat Ridge Urban Renewal Authority as follows:

Section 1. The Board does hereby authorize the Board Chair to enter into a First Amendment to the Agreement, attached hereto as **Exhibit 1**.

ADOPTED the 2nd day of December, 2025.

WHEAT RIDGE URBAN RENEWAL
AUTHORITY



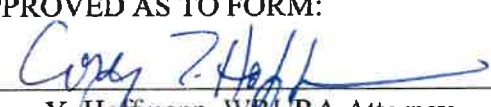
Celeste Tanner, Chairperson

ATTEST:



Steve Art, Executive Director

APPROVED AS TO FORM:



Corey Y. Hoffmann, WRURA Attorney

**FIRST AMENDMENT TO
COOPERATION AGREEMENT BETWEEN THE
WHEAT RIDGE URBAN RENEWAL AUTHORITY DBA RENEWAL WHEAT RIDGE
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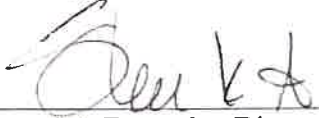
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**WHEAT RIDGE URBAN RENEWAL
AUTHORITY, DBA RENEWAL WHEAT
RIDGE** a body corporate and politic of the State of
Colorado


Celeste Tanner, Chair

ATTEST:


Steve Art, Executive Director

**LEGACY METROPOLITAN DISTRICT NOS.
1-12**, quasi-municipal corporations and political
subdivisions of the State of Colorado


Officer of the Districts

ATTEST:


Secretary