

HUSCH BLACKWELL

David G. Richardson AICP
Partner

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.480.1718
Fax: 314.480.1505
david.richardson@huschblackwell.com

May 11, 2022

VIA EMAIL

Granby Ranch Metropolitan District
Board of Directors
Matt Girard
Steven Conrad
Lauren Kaestner
Timothy Archie
Glenn O'Flaherty

RE: Granby Ranch Metropolitan District – Glenn O'Flaherty Conflict of Interest

Dear Board of Directors:

On behalf of our clients, GRCO LLC and GR Terra LLC, both taxpayers, property owners and/or constituents of Granby Ranch Metropolitan District ("GRMD"), this letter serves as a formal request that (i) the GRMD Board of Directors take immediate action to prohibit Director Glenn O'Flaherty from voting on, participating in or discussing any matters before the GRMD Board of Directors related to GRCO LLC ("GRCO") GR Terra LLC ("GR Terra") or Bob and David Glarner (collectively, the "Glarner") due to a conflict of interest and (ii) Director O'Flaherty recuse himself and refrain from voting on, participating in or discussing any matters related to the Glarner due to his conflict of interest.

Pursuant to C.R.S. 24-18-109(3)(a), 24-18-109(3)(b), and 32-1-902(3)(b), a local government official must appropriately disclose any conflict of interest and refrain from voting on or participating in related matters. Through his own words and actions, Director O'Flaherty has made it clear that a conflict of interest exists due to the ongoing dispute between himself and his wife Natascha O'Flaherty, and the Glarner related to an easement held by the Glarner which encumbers land now owned by the O'Flahertys. The O'Flahertys have denied the existence of the Glarner's easement rights over their property and denied access to the Glarner and their surveyors. To date, however, Director O'Flaherty has neither disclosed this conflict nor has he refrained from participating and voting on related matters as a Director of GRMD. The failure of Director O'Flaherty to abide by the applicable conflict of interest rules constitutes an ongoing breach of his fiduciary duty to GRMD and its constituents. Therefore, the GRMD Board of Directors must take action.

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Director O’Flaherty has essentially recognized the existence of this conflict of interest through his own commentary at recent GRMD Board of Directors’ meetings. Most notably, at the November 12, 2021 GRMD Board of Directors meeting and the February 11, 2022 meeting, Director O’Flaherty alleged that Town of Granby Trustee and Town Representative to GRMD, Nick Raible, had a conflict of interest due to Trustee Raible’s alleged conversations with Bob Glarner regarding the establishment of a recreational hiking trail.¹ At the November 12, 2021 GRMD Board of Directors meeting, Director O’Flaherty explained that his “personal dispute” with Bob and David Glarner and Trustee Raible’s “involvement” created this potential conflict of interest for Trustee Raible. (See attached excerpted transcript of the November 12, 2021 GRMD Board of Directors meeting, video recording available at link provided). At the next GRMD Board of Directors meeting on February 11, 2022, Director O’Flaherty again alleged Trustee Raible’s conflict, stating “given the fact that we [Glenn and Natascha O’Flaherty] will probably end up with litigation as it pertains to this trail, Trustee Raible’s participation in that conversation is a conflict of interest as far as I’m concerned.” (See attached excerpted transcript of the February 11, 2022 GRMD Board of Directors meeting, video recording available at link provided).

This alleged conflict of interest spurred the GRMD Board of Directors to send a letter to the Town of Granby Board of Trustees requesting that Trustee Raible be replaced as the Town Representative (See attached image of letter to Town Manager dated November 22, 2021). However, despite the GRMD Board of Directors finding that a “potential” conflict of interest exists on behalf of Trustee Raible, no action has been taken with respect to the conflict of interest of Director O’Flaherty, who, unlike Trustee’s Raible alleged and “perceived” conflict of interest, has a clear and obvious actual conflict with the Glarners.

Since Director O’Flaherty’s comments at the GRMD Board of Directors meetings, GRCO and GR Terra have filed a quiet title suit to ask the court to resolve the parties’ dispute regarding the existence of the trail easement on the property acquired by the O’Flahertys. (See attached Complaint Under C.R.C.P. 105 for Case No.: 2022CV30015 filed by GRCO and GR Terra). Director O’Flaherty is a named defendant and has moved to dismiss the complaint. Based upon Director O’Flaherty’s own allegations against Mr. Raible, he cannot deny that this dispute creates a clear and obvious conflict of interest for him with respect to the matters before the GRMD Board of Directors relating to the Glarners.

Further, it has become evident that Director O’Flaherty is incapable of approaching any topic involving the Glarners with any objectivity or impartiality. At the November 9, 2021 Granby Ranch Conservancy Annual Meeting, Director O’Flaherty threatened that he would have arrested anyone who entered his property with respect to the to the Glarners’ trail easement. Additionally, at the March 7, 2022 Town of Granby Planning Commission meeting, during the

¹ Trustee Raible has denied having any such conversations with Bob Glarner. Further, Trustee Raible serves in an advisory role to the GRMD Board of Directors, is not a voting member of the Board of Directors and therefore cannot have a conflict of interest such as the one alleged by Director O’Flaherty.

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Commission's consideration of a wholly unrelated matter, Director O'Flaherty was reprimanded by the Town Manager and was asked if he needed to be escorted from the building after Mrs. O'Flaherty asserted that the Glarners were unlawfully pursuing an easement through his property, and Mr. O'Flaherty called their attorney a "liar" and insisted he "[was] not going to listen to this". (Audio recording available at link provided).

Director O'Flaherty's continued participation in any GRMD Board of Directors' actions or conversations related to these matters is a blatant violation of C.R.S. 24-18-109(3)(a), 24-18-109(3)(b), and 32-1-902(3)(b) and a clear breach of Director O'Flaherty's fiduciary duty as a GRMD Director. Therefore, the Board of Directors should take immediate action to disqualify Director O'Flaherty from voting on any matters or participating in any discussions related to GRCO, GR Terra, Bob and David Glarner, including but not limited to, Case No. 2021CV030008 in the District Court of Grand County, Colorado between GRMD, as Plaintiff, and Headwaters Metropolitan District, Gray Jay Ventures, LLC, Redwood Capital Finance Co., LLC, Granby Prentice, LLC, and GR Terra, as Defendants. Further, Director O'Flaherty should be removed from the GRMD Board of Directors Litigation Committee, should be further prohibited from attempting to influence the opinion of other Directors regarding any matter involving or related to the Glarners, or their property, and should be required to disclose this conflict of interest at every GRMD Board of Directors meeting going forward.

Sincerely,

HUSCH BLACKWELL LLP



David G. Richardson

Cc: Alan Pogue (*via email*)
Charles R. Wolfersberger (*via email*)
Charles E. Norton (*via email*)

**Excerpt from Transcription of
Portions of November 11, 2021 Session of
Granby Ranch Metropolitan District
Board Meeting**

Video available here:

<http://wolfersbergerllc.sharepoint.com/:v/r/sites/005-DRProcess/GRMD%20Meeting%20Videos/2021%20Board%20Meeting%2011-12%20GRMD.mp4?csf=1&web=1&e=UMUgZt%22>

Speaker	Narrative
	<i>Start @ 01:00:00</i>
Matt Girard	<p>Okay. Hearing none, we will go on to revised agenda item I(E2). I think we heard the discussion from – we did hear the discussion from Glenn and Nick. I guess I’ll – first of all, first and foremost, open it up to public comment on the item regarding GRMD requesting a – I guess – first, I guess what I’d like to do, Alan, I think, if you’re on, Alan, is ask you – you know, I haven’t read the service plan for a while, is it at the town’s – is it at the town’s discretion who they appoint as our rep? I assume that’s the case , but is that your understanding?</p> <p>You there, Alan?</p>
Male 1	I didn’t see him on the meeting. I know he said he was going to jump between a couple meetings.
Steven Conrad	He’s on here. I see his...
Male 1	Oh, there he is. Okay. He jumped on.
Girard	<p>Hey, hey, Alan, can you hear me?</p> <p>Can’t hear you. Can someone – can you unmute him or he may be on another meeting.</p>
Male 1	I think – I’m guessing he’s probably on another meeting because he’s looking at a different screen.
Girard	<p>Yep. So anyhow, it’s my – and Nick, feel free to chime in – it’s my – it’s my recollection that the service plans allow the town the discretion to name who they want. Obviously, it’s been an action at previous town board meetings who they appoint. So it’s pretty clear it’s their – it’s their discretion. Nick, is that your understanding, as well?</p>
Nick Raible	Yes, it is.

Speaker	Narrative
Girard	Yeah. Any – okay. So that is with background. Any other public comment on this agenda item?
Micah Hildenbrand	Matt, this is Micah Hildenbrand.
Girard	Yeah, Micah. Go ahead.
Hildenbrand	Can you hear me?
Girard	I can. Go ahead.
Hildenbrand	Do you want me to state my address?
Girard	Please.
Hildenbrand	My address – do I need to state – 105 Bluesage Court.
Girard	Thank you.
Hildenbrand	So I guess my question is, I need Glenn – first, the question is for Glenn to repeat his basis for an actual conflict of interest. Like, is it a real conflict, as in, like, he believes that Nick has a monetary interest or some sort of benefit in some way that would create a conflict? Or – I guess I couldn't understand it. It seemed to me that maybe he thought that Nick voicing his opinion to the developer, to a committee, somehow created a conflict. I guess could Glenn clarify the conflict and then I might have a comment after that. I just don't really understand...
Girard	We're – we're going to allow you three...
Hildenbrand	...what the conflict is.
Girard	We're going to allow you three minutes to comment, Micah, then we'll move on to the next person. So I'm not going to come back to you.
Hildenbrand	Okay. Well, if...
Girard	So I – go ahead.
Hildenbrand	...then I will just say that assuming – assuming that Glenn is taking – if Glenn does not have any assertion that Nick in any way in benefiting financially from this, I don't see it as a conflict of interest. And I think if you're going to disqualify any potential representative from the town board because they have some disagreement with Glenn and Natascha, I don't know that you would have anyone eligible to serve. And I'm not making that personal about Glenn and Natascha. I think you could say the same thing if it was a disagreement with me. I think that if you're just basing it

Speaker	Narrative
	on someone has a different opinion, I don't know that that's any basis for asking for a replacement.
Girard	Okay. Thank you, Micah. Any other – any other public comment? Any other – any other Board discussion, Nick – Glenn, including yourself on that, obviously.
Glenn O'Flaherty	No, I stand by my earlier comments and I appreciate Micah's input. I am not going to provide additional comments. And I will just add one comment: conflicts of interest are not necessarily excluded to just monetary. Conflicts of interest can occur in many different manners. That's all I'll say.
Girard	Yeah. And – and – and the only comment I'll add to this, I mean, Micah, you raise a reasonable point, difference of opinion are allowed, just like Nick's agreement – or Nick's personal opinion that he does support the litigation, I understand that and that's obviously his right. The issue is here, we're not – we're off Item I(C). We're not talking about a director's qualifications or disclosure matters. There's a disagreement there with regarding Nick's. It's – the issue is does GRMD send a letter – which we're allowed to do – send a letter to the town requesting a change, since it's their discretion. That's really the issue at hand. But I'd love to hear, you know, Tim and Steve's comments, as well, on that. That's – that's really the issue at hand. Do we do request a different person? And I think it's limited – it is not limited to board members. I know, Nick, previous board meetings, there was even discussion of having Ted be the person, if I recall. I don't think Ted was looking forward to that, but I don't think it needed to be a town board member, was my understanding as well. So anyhow. Tim, Steve, any thoughts?
Conrad	So this is Steve. I personally – I personally don't believe that this is something that we should be getting involved with at a board level. The town has the right to produce whichever representative they want to to be – to be a part of our process and absent any malice and absolute negligence, I don't see why we would be getting involved.
Girard	Thanks, Steve. Tim, any thoughts?
Timothy Archie	No, <i>[inaudible]</i> .
Girard	I'm sorry, Tim. I couldn't hear that?
Archie	No, I don't have any thoughts at the moment. Thank you.

Speaker	Narrative
Girard	<p>Right. I mean, the only other thing I'll add for my two cents is that with all the different issues going on in the neighborhood, all kinds of different districts, all kind of committee, I think it's bound to be – there's differences of opinion. Which is normal and a good thing for a community, I think.</p> <p>At the same time, I think the service plan is to have someone be truly independent that is getting that information, as Nick said, feeding that information back and forth from the town into this Board and be truly independent. So I can – I can – I can see the – I can see the point both ways. That's the end of my discussion.</p> <p>Anything else to close up Glenn, from your perspective?</p> <p>With that...</p>
O'Flaherty	<p>Could I ask – could I ask before we – could I ask before we go to a vote, given the fact that I don't know if Alan is now available or not to provide legal input.</p>
Girard	<p>Alan, are you there?</p> <p>I can send him a text, but we'll see if it goes through.</p>
O'Flaherty	<p>I mean, I can see him there, but I can't tell if he's on his other meeting or not.</p>
Girard	<p>What was going to be your – what was going to be your question?</p>
O'Flaherty	<p>Well, I would like to get his input on this as well. And if necessary and we have to go into executive session or if we want to defer it to later when executive session with him anyways, I'd be willing to do that.</p>
Girard	<p>Alan, are you on?</p>
Alan Pogue	<p>Yeah, I am. Sorry, guys. I'm trying to do two things at once and I apologize.</p> <p>Glenn, would you ask me your question, please?</p>
O'Flaherty	<p>Well, I don't know if you heard the entire conversation, if you heard the prepared remarks I had at the beginning. I will just summarize very briefly...</p>
Pogue	<p>I did.</p>
O'Flaherty	<p>...that I believe that a conflict of interest exists for a number of reasons. I think that the Board should make a request of the town board to have Mr. Raible replaced. This is not a personal issue. I just think that there are – there are some facts and circumstances in play. We have a dispute.</p>

Speaker	Narrative
	<p>Natascha and I have a personal dispute with the developer. It's well known. And I am unaware of the exact circumstances of Mr. Raible's involvement. And I think it's prudent, with those unknowns, to have him continue to serve in the capacity as the town representative to this Board.</p> <p>At a minimum, there is a potential conflict of interest. That has to be explored. In the interim, I think the prudent thing to do would be to have him – recuse him today in that capacity and that's all I'm asking.</p>
Pogue	<p>So it's up – it's up to Nick to recuse himself. He's an advisory member. If he doesn't want to, doesn't believe he should – I don't represent Nick. I don't represent you. I represent the District, so I can't give the individuals advice. If Nick believes there's potential conflict – conflict of interest, he should do what he believes is right. If he doesn't, he should do what he believes is right.</p> <p>The second thing, though, Glenn, is I believe you – I believe Matt amended the agenda to add this as an agenda item and so you are free to make a motion that the Board on behalf of the District send communication to the town requesting that the town replace Nick with someone else and the Board can discuss that and if you get a second to the motion, have a yes-no vote.</p>
	<i>END @ 00:11:01</i>

**Excerpt from Transcription of
Portions of February 11, 2022 Session of
Granby Ranch Metropolitan District**

Video recording available here:

<https://wolfersbergerllc.sharepoint.com/:v:/s/005-DRProcess/ETUAhlu7TcxKkO1qKTVc0gUBRoKcR2Txz1BIJm-b2GH0QQ>

Speaker	Narrative
	<i>Start @ 00:00:00</i>
Matt Girard	<p>So just – so I'll – I'll back up. This is the – calling the meeting to order for the Granby Ranch Metropolitan District regular Board meeting of February 11, 2022.</p> <p>So folks – just to let people – folks know, obviously this is being recorded and will be posted on our website. So just want to make you aware of that. I am – you know, I do want to welcome you – I want – glad folks – we've got a lot of people on, obviously. Glad folks have joined and hopefully the</p>

Speaker	Narrative
	<p>virtual meeting format makes it much easier for people to join, which is great.</p> <p>I also realize – I fully realize that one particular time of the day is not best for all – I don't know how many people we have on, 34 people – all 34 people, which is why we rotate the meetings sometimes during the day, during business hours and sometimes during the evening hours. We kind of rotate these meetings back and forth trying to allow as many as possible to join. So thanks for joining us on a Friday evening.</p> <p>Obviously for those that can't join in a particular Board meeting, either now or going forward, like I said, we always record these and post these on our website if people want to listen to them and be engaged.</p> <p>So, you know, I hope from all these points, you know, the Board, you know, made it clear that the Board wants as much engagement from the community as – as – as possible and reasonable that people can do.</p> <p>So with that, why don't we go to Item I(C) on the agenda, which is Director qualifications/disclosure matters. Any – any matters from Board members on any agenda item that they might be disqualified on or anything else they want to raise on this item?</p>
Glenn O'Flaherty	<p>Yes, Matt. This is Glenn O'Flaherty. If you recall, at the time of our November meeting, I had raised some concerns about conflicts of interest as they pertain to Mr. Raible as the representative from the town. Given the fact that we have not received any notifications from the town as to update, I want to reiterate my comments from that meeting and restate that I believe conflicts of interest exist. I know that we have this scheduled as Item I – H and I will refrain and keep comments to that period.</p>
Girard	<p>Okay. Yeah. We'll take that item up in Item I – I'm sorry, that's I(H), as you said, Glenn.</p> <p>Any other Board member issues with Director Qualifications or Disclosure matters?</p> <p>And I'll ask our...</p>
Timothy Archie	<p>No.</p>
Girard	<p>Thank you. And I'll ask our District attorney, Alan Pogue, anything that's been brought to your attention, Alan, on any matters here?</p>
Alan Pogue	<p>No, Matt. Nothing.</p>
Girard	<p>Thank you. Thank you. All right. Plowing right ahead, we'll get to Item I(D).</p>

Speaker	Narrative
	<i>END @ 00:02:35</i>
	<i>Start @ 00:13:45</i>
Girard	<p>Okay. That takes us to item I – or I(I). I(I), Status Update on the 2022 Board election and that’s being run by our District Manager, Charles Wolfersberger, so I am going to turn that over to – I’m sorry. We are on item I(H). I’m sorry. I skipped that one.</p> <p>So this is an item that we took up at the last Board meeting. Glenn referenced it again at the start of this meeting about a potential or potential perceived conflict of interest with our current rep from the town, which is Trustee Raible, who’s on the call, I believe? Yeah. And what this Board – what this Board did is passed a motion to simply write a letter to the town to request – you know, we can request they change it. They don’t have to agree with it. They don’t have to make the change. But we agreed to write a letter to the town to make the request that they change the town rep because of a potential – potential perceived conflict of interest. Wrote – you see the letter here. What is it dated? What does it say? November 22nd? November 22nd we submitted the letter – I signed the letter on the Board’s behalf as the Board voted to do. Had some interaction with the town manager, Ted Cherry, but we have not gotten – so what is that? A month and a half ago now? Have not gotten a response – a written response from the town. Had some email interaction with Ted Cherry, but not sure what the issue is on their end. I obviously can’t speak for him. So not sure why they haven’t responded. So that’s the update. Any public comment on that?</p>
Moderator	We have one comment from Tom DeBoalt?
Tom DeBoalt	<p>Hey, Matt! It’s Tom – yeah, it’s Tom here. I’m sitting next to Debbie. We’re listening together here.</p> <p>Yeah, what perceived conflict of interest is there? All I see is perhaps a personality conflict? But I don’t see a conflict of interest as it relates to the town and GMRD [<i>sic</i>].</p>
Girard	Yeah.
DeBoalt	So if you could clarify that, I’d appreciate it. Thanks.
Girard	Director O’Flaherty raised it, so I’ll let – Director O’Flaherty, if you’re okay responding to that?

Speaker	Narrative
O’Flaherty	<p>Yeah. I’ll give a quick summary. And Mr. DeBoalt, I gave a very lengthy, detailed explanation at the time of our November meeting, so I’m not really interested in repeating all of that.</p> <p>I will go on to state the fact that Mr. Raible participated in some conversations with Mr. Glarner as it pertains to the threatened bike trail/hiking trail that’s being purported to go right through my front yard.</p> <p>Mr. Raible denies that. That’s fine. He has the right to do so. But given the fact that we will probably end up with litigation as it pertains to this trail, Mr. Raible’s participation in that conversation is a conflict of interest, as far as I’m concerned.</p> <p>The Board voted on that. We sent a letter to the town. The town has not done anything and it’s over two months now. So I perceive it to be a conflict of interest. I think in the best interest of all parties, Mr. Raible should recuse himself and have the town designate another person.</p>
DeBoalt	Well, Glenn, if that’s – if that’s a conflict of interest...
Girard	Hey, Tom?
DeBoalt	...shouldn’t you recuse yourself as well? Since you’re a party to this?
Girard	Hey, Tom? We’re not going to have a free for all here.
O’Flaherty	<i>[inaudible]</i> Tom.
DeBoalt	Okay. Well...
Girard	Guys, guys. We’re not going to have a free for all here. So we’ve talking – we’re talking about an issue on the agenda, Tom, so let’s keep it to the item on the agenda.
DeBoalt	Okay. Well, that’s my comment. That is seems like a personality conflict instead of a conflict between GMRD <i>[sic]</i> and the town. That would be my final comment. Thanks.
Girard	<p>Fair enough, Tom. And once again, this is – as Nick said – as – as – as a – as Director O’Flaherty said, it’s a – we didn’t say it’s a conflict of interest. We said it’s a potential conflict of interest that we’re trying to avoid the perception of it. So that was the request.</p> <p>And I stand corrected by Director O’Flaherty. It has been two and a half months. It’s not been one and a half months. Right? So I’m not sure what the – what the – what the lack of response is from the town on that one.</p> <p>So any other public comment on that one? Micah?</p>

Speaker	Narrative
	<p>Oh, I'm sorry. Let's back it up. Ted – Ted chimed in first. Ted, I didn't know you were on the call. Welcome to the call. Thank you for joining.</p>
<p>Ted Cherry</p>	<p>Absolutely. Good evening everyone. So I just want to just talk a little bit about this from my end. We have responded to this Board. I have responded to this Board a number of times telling them that they're more than welcome to come to a board meeting and make unscheduled public comment on this item, should they choose to. So the assertion that you haven't received any communications back from the town yet is incorrect. You have gotten a written response from me via email for those purposes.</p> <p>And I would just go on to say that for all the members of this call, you may want to look into what a conflict of interest actually is because Nick is not a voting member of this board, so technically he can't necessarily have a conflict of interest.</p> <p>So I just want to set the record straight and make sure that we're telling the full truth on everything, that you have received communications back from the town and that you have been welcome to come to a board meeting to raise this issue. Thanks.</p>
<p>Girard</p>	<p>Thank you for the clarification, Ted. I'll jump in also in terms of the discussion we had. I agree, you have responded and we have a dialogue back and forth and as I said in the email, we don't – we don't – the letter stands on its own two legs. All we're asking for is the town to take it up with the town board and they can respond yes or no with the request. If they respond yes, a certain thing. If they respond no, a certain thing. There's no need for us to present the letter. The letter stands by itself. So that's the request for the town to consider and the town board to consider, yes or no and respond in writing yes or no with the request. That's really it. So I'll leave it at that.</p> <p>Micah, comment?</p>
<p>Micah Hildenbrand</p>	<p>Yes, I think that – just to come – I mean, to follow what Ted said, I think that people need to be aware of what a conflict of interest is. Not only is Nick not – he doesn't have a vote, but he is also a homeowner and I believe that he lives within GRMD and so whatever he is doing, just listening or reporting back to the town, I can understand that maybe if the issue the O'Flahertys are concerned with was actually before GRMD or before the town, then I could see that maybe Nick should not speak as a representative of the town in that situation. But in general situations that have nothing to do, there are conflicts between board members or between homeowners all the time and I don't think that that necessarily constitutes a real conflict of interest for – like for this type of thing.</p>

Speaker	Narrative
	<p>So I think that we might really – it’s kind of embarrassing, I think, to say that he can’t sit as a non-voting member on the board because he might have a conflict with one of the board members that doesn’t relate to GRMD or to the town.</p>
Girard	<p>Yeah, the only thing that I’d respond is that if the town doesn’t want to change him out, we can’t – we can’t kick him off, obviously, Micah. So we have every intention of living up to the requirements of our agreements with the town and the town gets to appoint a town manager and if they keep it or change it to whoever, we will live up to that. It has kind of nothing to do with the request, but I appreciate the comment.</p>
O’Flaherty	<p>Mister – Mr. Girard, I’d like to add commentary. First and foremost, again, if anybody had listened to the meeting last November, I did state that Mr. Raible is a homeowner. He obviously has the rights and privileges to participate as a homeowner and provide his commentary, whatever that may be.</p> <p>That being said, once again, given the setbacks and circumstances and the likelihood of litigation, I would think, in an abundance of caution, recusing yourself with a potential for conflicts of interest is in the best interest of all parties. It is not embarrassing.</p> <p>I think that running things in a transparent, ethical manner are in the best interests of GRMD and for the town board. And I’ll finish with that.</p>
Girard	<p>Thanks. Any other public comment on this agenda item I(H)?</p> <p>Any other Board discussion on the matter, Tim or Glenn? You’ve already commented, Glenn, obviously, [<i>inaudible</i>]. Tim, any other comments?</p>
Archie	<p>Nope.</p>
Girard	<p>Okay. I don’t think there’s any other action, at least from my perspective, to take for this board. You know, we’ve – we’ve – we’ve approved making the request to the town. The town can either accept it or not. It’s up to the town, not to us. And they can – if they want to keep it as Trustee Raible, we’ll live up to it. If they want to change it, we’ll live up to whoever they want to appoint. So I think we’ll leave it at that if there’s no other comments from the Board.</p> <p>Okay. Let’s move on.</p>
	<p>END @ 00:22:46</p>

GRANBY RANCH METROPOLITAN DISTRICT

November 22, 2021

VIA ELECTRONIC MAIL

Ted Cherry, Town Manager
Town of Granby
PO Box 440
Granby, Colorado 80446
tcherry@townofgranby.com

Re: **Perceived Conflict of Interest of Current Town Representative Appointed to Granby Ranch Metropolitan District**

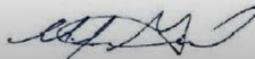
Dear Mr. Cherry,

At the regular meeting of Granby Ranch Metropolitan District (the "District") held on Friday, November 12, 2021, the Board of Directors of the District (the "Board") discussed the potential conflict of interest of the current Town Representative to the District, Nick Raible. At that same meeting the Board approved the sending of a letter to the Town regarding the Board's concern about the perceived conflict of interest of Mr. Raible.

The Board respectfully requests that the Town remove Mr. Raible from the position of Town Representative due to the perceived conflict of interest and appoint a new Town Representative to participate as a non-voting member of the District.

Thank you and please contact me if you have any questions.

Sincerely,



Granby Ranch Planning Commission Meeting of March 7, 2022

Audio available here:

https://www.townofgranby.com/vertical/sites/%7B89161B06-4754-446C-B6BF-16585CE8AB42%7D/uploads/PC_03_07_2022_MINUTES_DRAFT.dcr

DISTRICT COURT, GRAND COUNTY, COLORADO Court Address: 307 Moffat Avenue Hot Sulphur Springs, CO 80451	DATE FILED: March 1, 2022 9:46 AM FILING ID: 76A07A5857731 CASE NUMBER: 2022CV30015
Plaintiffs: GRCO LLC, a Missouri limited liability company, and GR Terra, LLC, a Missouri limited liability company. v. Defendants: Glenn and Natascha O’Flaherty, an individual, and ALL OTHER UNKNOWN OCCUPANTS.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<i>Attorneys for Plaintiffs</i> Jamie H. Steiner, #49304 Husch Blackwell LLP 1801 Wewatta Street, Suite 1000 Denver, CO 80202 P: (303) 749-7200 F: (303) 749-7272 jamie.steiner@huschblackwell.com	Case No.: Division:
COMPLAINT UNDER C.R.C.P. 105	

GRCO LLC and GR Terra LLC (“Plaintiffs”), by and through undersigned counsel, submit the following Complaint against Defendants Glenn and Natascha O’Flaherty, and any other unknown person claiming an interest in the subject property (collectively, “Defendants”), and alleges as follows:

PARTIES, VENUE, AND JURISDICTION

1. Plaintiffs GRCO LLC (“GRGO”) and GR Terra LLC (“GR Terra”) are Missouri Limited Liability Companies with their principal place of business located at 1701 Macklind Avenue, St. Louis, MO 63110. Plaintiffs’ registered agents are located at 365 E. Agate Ave, Unit A, Granby, CO 80446, and its mailing address is PO Box 949, Granby, CO 80446.

2. Upon information and belief, Defendants are individuals domiciled in Grand County, Colorado, located at 132 Fairway Ln., Granby, CO.

3. Venue is proper before this Court pursuant to C.R.C.P. 98(a) because the property that is the subject of this action is in Grand County, Colorado.

4. The Court has jurisdiction over Defendants under C.R.C.P. 105 because this is an action to adjudicate disputed rights in real property.

GENERAL ALLEGATIONS

5. GP Granby Holdings, LLC, a Delaware limited liability company (“GPGH”), acquired certain portions of the Granby Ranch development located in Grand County, Colorado, together with, among other things, all development rights, all appurtenances, easements, rights, and rights-of-way related thereto (collectively, the “Development Property”) by Public Trustee Deeds executed by the Public Trustee of Grand County, Colorado in favor of GPGH pursuant to nonjudicial foreclosure sales under deeds of trusts encumbering the Development Property, which deeds of trust were granted by Granby Realty Holdings LLC, a Colorado limited liability company (“GRH”).

6. On May 5, 2021, GRCO purchased portions of the Development Property, together with, among other things, the rights, easements, development rights, privileges, and appurtenances related thereto, through Special Warranty Deed from GPGH (the “Special Warranty Deed”), and GRCO remains the fee owner of portions of the Development Property. A copy of the Special Warranty Deed is attached hereto as **Exhibit A**.

7. In connection with GPGH’s sale of portions of the Development Property to GRCO, GPGH further assigned, sold and transferred to GRCO, among other things, all development rights and other intangible rights, title, interest, privileges and appurtenances related to the portions of the Development Property purchased by GRCO or used in connection therewith, its use or operation or the construction and development thereof, and all licenses, consents, easements, rights-of-way and approvals issued, approved or granted by any private parties to make use of utilities and to insure vehicular and pedestrian ingress and egress to such portions of the Development Property, pursuant to that certain Bill of Sale and General Assignment dated May 5, 2021 by and between GPGH, GP Amenities Holdings, LLC and GRCO (the “Bill of Sale”), a copy of which is attached hereto as **Exhibit B**.

8. Pursuant to the Special Warranty Deed and Bill of Sale, GRCO, as successor-in-interest to GRH and GPGH, became the holder of the rights of GRH under that certain “Trail Easement” described in Recorded Plat of Granby Ranch Filing No. 2, recorded on May 27, 2005 at Reception No. 2005005488 of the Grand County Official Records (“2005 Plat”), a copy of which is attached hereto as **Exhibit C**. An enlarged excerpt of Note 9 of the 2005 Plan is attached hereto as **Exhibit C1**.

9. In addition, in conjunction with GRCO’s purchase of portions of the Development Property, pursuant to that Quitclaim Assignment from GRH To GRCO dated September 15, 2021, attached hereto as **Exhibit D**, GRH quitclaimed to GRCO all of GRH’s title, right, interest, claim and privilege to the Trail Easement.

10. As set forth in Note 9 of the 2005 Plat, GRH reserved to itself and its successors, assigns and/or designee, a perpetual, non-exclusive blanket easement over the property described therein for the uses set forth therein, including, but not limited to:

...the construction, use, operation, maintenance and repair of one or more trails for nonmotorized recreational use (including, without limitation, hiking, biking, horseback riding and skiing), including the right of vehicular and pedestrian ingress and egress for construction, maintenance and repair of such trails and the right to install, maintain, repair and operate such signs, equipment and facilities (including, without limitation, snowmaking equipment), as [Granby Realty Holdings LLC], its successors or assigns may deem desirable in connection with such trails (collectively, "Trail Purposes"). See **Exhibit C1**.

11. The Trail Easement established in the 2005 Plat extends over all of the property acquired by Defendants described as Tract B added to the Defendants' Lot 15 per a 2015 Administrative Plat Amendment and conveyed via General Warranty Deed dated June 12, 2018, and recorded on June 14, 2018 at Reception No. 2018004508 of the Grand County Official Records, which property is legally described on the General Warranty Deed attached thereto as **Exhibit E** (and Exhibit A thereto), referred to herein as the "O'Flaherty Burdened Property."

12. Defendants acquired the O'Flaherty Burdened Property subject to all rights established in the 2005 Plat, including the Trail Easement.

13. There may be persons interested in the subject matter of this action whose names cannot be inserted herein because said names are unknown to the Plaintiffs although diligent efforts have been made to ascertain the names of said persons; such persons have been made defendants and designated as "all unknown persons who claim any interest in the subject matter of this action"; so far as Plaintiffs' knowledge extends, the interests of the unknown parties are derived through some one or more of the named defendants.

14. GRCO, as successor and assignee of GRH, and holder of the Trail Easement is entitled to enforce all rights reserved by and to GRH pursuant to the Trail Easement, including rights in and to the O'Flaherty Burdened Property.

15. On September 28, 2021, GRCO delivered to Defendants a notice of GRCO's Trail Easement rights in the O'Flaherty Burdened Property and GRCO's intent to commence work to reopen and reestablish a recreational trail over portions of the Trail Easement, including but not limited to, portions of the Trail Easement on the O'Flaherty Burdened Property. A copy of that notice is attached hereto as **Exhibit F**.

16. At this time, GRCO has not determined the precise location of its proposed recreational trail, but it has requested access to the O'Flaherty Burdened Property for GRCO and its surveyor to evaluate the potential location for the proposed recreational trail.

17. Defendant Natasha O’Flaherty has responded by denying that the Trail Easement encumbers the O’Flaherty Burdened Property, denying that GRCO has any right to build a trail anywhere on the O’Flaherty Burdened Property, withholding consent to any surveyors or others on Defendants’ property (other than to locate the boundaries of the tract), and stating that “[a]ny such presence will be deemed a trespass.” See e-mail excerpts attached hereto as **Exhibit G**. Defendant Natasha O’Flaherty has further informed GRCO that she will contact law enforcement if anyone attempts to assess the O’Flaherty Burdened Property.

18. Plaintiff GR Terra has an interest in, and is impacted by, Defendants’ refusal to recognize the easement rights across their property in that GR Terra owns the ski resort and golf course portions of the Granby Ranch development and oversees the operation, construction and maintenance of the trails throughout the development.

19. Based on review of title records and chain of title associated with the O’Flaherty Burdened Property and the foregoing communications, Defendants claim a right, title or interest in and to the O’Flaherty Burdened Property adverse to Plaintiffs in that they deny GRCO’s rights in that property under the Trail Easement.

20. Defendants’ claims to an interest in the O’Flaherty Burdened Property unencumbered by the Trail Easement is without foundation or right and pursuant to C.R.C.P. 105, Plaintiffs are entitled to a complete adjudication of the rights of all parties thereto in the O’Flaherty Burdened Property and for damages, if any, for the Defendants’ withholding of possession.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request a complete adjudication of the rights of all parties to this action with respect to the Property and a judgment as follows:

- A. Determining that the entirety of the O’Flaherty Burdened Property is encumbered by the Trail Easement and is subject and subordinate to the GRCO’s rights under the Trail Easement and that Defendants have no interest, estate, or claim of any kind superior to GRCO’s exercise of its rights under the Trail Easement;
- B. Forever barring and enjoining the Defendants from asserting any claim, title, or interest in the O’Flaherty Burdened Property adverse to GRCO’s rights under the Trail Easement or from attempting to inhibit GRCO’s exercise of its rights under the Trail Easement;
- C. Ordering that GRCO and its agents and contractors, including its surveyor, have the right to access the O’Flaherty Burdened Property for all purposes set forth in the Trail Easement and ordering that GRCO has the right to construct a recreational trail for public use over the O’Flaherty Burdened Property pursuant to the terms of the Trail Easement.

- D. Awarding Plaintiffs their damages, if any, incurred by reason of the Defendants' withholding of possession as set forth herein and awarding Plaintiffs' costs and attorneys' fees incurred in bringing this action to exercise its rights under the Trail Easement; and
- E. Making such further and additional orders from time to time as may be required in aid of this Court's decree; and
- F. Granting such other and further relief as this Court deems proper.

Dated: February 28, 2022.

Respectfully submitted,

HUSCH BLACKWELL LLP

s/ Jamie H. Steiner

Jamie Steiner, #49304

Husch Blackwell LLP

1801 Wewatta Street, Suite 1000

Denver, CO 80202

P: (303) 749-7200

F: (303) 749-7272

jamie.steiner@huschblackwell.com

ATTORNEYS FOR PLAINTIFFS/PETITIONERS