



KELLEY B. DUKE  
ATTORNEY AT LAW

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November 30, 2022

***SENT VIA E-MAIL: APOGUE@ISP-LAW.COM***

Grandy Ranch Metropolitan District  
c/o Alan Pogue, Esq.  
Icenogle Seavere Pogue, P.C.  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237

***Re: Granby Ranch Metropolitan District v. Headwaters Metropolitan District, et al.  
Grand County District Court Case No. 2021CV30008***

Dear Alan:

Thank you for retaining Ireland Stapleton Pryor & Pascoe, PC (the “Firm”) to represent Granby Ranch Metropolitan District (the “Client”) in the above-referenced matter (the “Matter”) and for the limited purpose of defending the Slander of Title counterclaim asserted against the Client. This engagement letter will address our services in connection with this matter. Should you request that we perform additional services on other matters, we will need to enter into a separate engagement letter.

To confirm our agreement, we are setting forth the nature and extent of the services to be performed and the terms of our retention:

1. ***Services and Staff.*** The Firm will represent the Client in connection with the Matter. This work will be performed by myself, my associate Harshwinder K. Badhesha, and where appropriate, additional professional staff under my direct supervision. We will use appropriate attorneys and staff in a cost-effective manner consistent with our continuing goal of providing high quality legal services.

2. ***Communication.*** We will keep you informed of all material developments in this matter and, where necessary and possible, consult with you in advance on significant issues. Our approach is to work closely with clients as a team so that important decisions can be made together, both to maximize the result and control costs. Specifically, we will be responsive to all your reasonable requests and send you copies of all important correspondence, and other relevant documents during the course of our retention. To the extent that we need to obtain documents from you relevant to this matter, you will make those documents available to us.

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3. **Fees, Expenses and Billing.** We will directly bill Sedgwick Claims Management Services, Inc. for fees and expenses incurred in providing services regarding the Matter at rates separately negotiated with them. You will be responsible for any deductible that may apply. The following is a description of our billing policies.

Our fees will be based upon time charges using hourly rates charged by each attorney or paralegal working on the Matter. My negotiated hourly rate is \$235.00. Others who may work on this Matter have a negotiated hourly rate of \$205.00 (associates) and \$125.00 (paralegals).

In addition, expenses for court costs, expert witness fees, deposition transcription, computer research, travel, large copy projects, delivery and courier, and miscellaneous out-of-pocket expenses will be separately itemized in our invoices.

Invoices will show the detail of the work performed by day for each timekeeper, including a description of the work and the time expended, as well as the expenses by category. Generally, invoices for fees and expenses will be submitted to you on a monthly basis and are due upon receipt. We are happy to review any questions you may have about our bills. We appreciate you raising those questions promptly. If invoices remain unpaid after thirty (30) days, we will consider them in default and reserve the right to terminate the retention and collect outstanding balances and costs of collection (including reasonable attorney fees) from Sedgwick.

4. **Retainer.** The Firm will not require your payment of a retainer at this time, but we reserve the right to require payment of a retainer if the Matter becomes more complex than currently anticipated or if you fail to timely pay our invoices.

5. **Termination.** You and the Firm each have the right to terminate this retention at any time by written notice. In such event, you agree to pay all legal fees and expenses incurred prior to the termination, and the Firm agrees to provide reasonable assistance in effecting a transfer of files and responsibilities to new counsel.

6. **No Guarantees.** Nothing in this retention agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of this Matter, any phase thereof, or any other matter we may be retained to handle. We make no such guarantees or promises. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. You acknowledge that the amount of legal fees and costs which may be incurred on your matters or any phase thereof is not capable of precise prediction, and you acknowledge that, unless we have specifically agreed in writing, we have made no guarantees or promises and have set no limits with regard to the cost of your matters or any phase thereof.

7. **Record Retention/Destruction.** After ten (10) years from the completion of our essential work on any individual matter we undertake for you or the formal termination of our relationship, we shall have the right but not the obligation to destroy any files created and maintained by us regarding your matter.

The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage you to feel free at all times to raise questions about any aspect of our representation,

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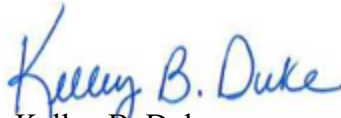
including billing matters. If a dispute arises and we are unable to reach a satisfactory resolution of it, you may have the right to request arbitration under applicable Colorado Bar Association procedures. In the event of any dispute that relates to our entitlement to any payment from you, all undisputed amounts shall be paid immediately by you and this payment shall not constitute any admission by you concerning disputed amounts.

Please review this retention agreement carefully, and if you have any questions concerning its terms, do not hesitate to call me. If these arrangements are acceptable to you, please sign this letter and return to us.

We look forward to working with you on this matter.

Very truly yours,

IRELAND STAPLETON PRYOR & PASCOE, PC

  
Kelley B. Duke

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO:

GRANDY RANCH METROPOLITAN DISTRICT

By:   
COA2F9D1751145B... Matthew Girard Board President

Date: 12/16/2022