

# RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6

8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
(P) 303-779-5710 / (F) 303-779-0348

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<b>DATE:</b>	August 13, 2021
<b>TIME:</b>	11:00 a.m.
<b>LOCATION:</b>	<b><i>THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.</i></b>

You can attend the meeting in one of the following ways:

1. To attend via Microsoft Teams Videoconference, select this link (or copy link into your browser):

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NGRmMWMYnWltNjczOS00OTVjLThtZjMtYjRmZGNINDI0MjE1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGRmMWMYnWltNjczOS00OTVjLThtZjMtYjRmZGNINDI0MjE1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d)

2. To attend via telephone, dial 720-547-5281 and enter the following additional information:
  - a. Phone Conference ID: 978 124 108#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
VACANT	President	May, 2022
Rudy Byler	Assistant Secretary	2022 / May, 2023
VACANT	Secretary/Treasurer	May, 2022
VACANT	Assistant Secretary	May, 2023
VACANT	Assistant Secretary	May, 2022

### **I. ADMINISTRATIVE MATTERS**

- A. Call to order and confirm quorum.
- B. Present disclosures of potential conflicts of interest.

- C. Confirm location of meeting and posting of meeting notices. Approve agenda.
- D. Consider appointment of officers.

President:

Secretary/Treasurer:

Assistant Secretary:

Assistant Secretary:

Assistant Secretary:

**II. PUBLIC COMMENT** (Items not on the Agenda; Comments limited to three minutes per person)

**III. CONSENT AGENDA ITEMS** (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.)

- A. Review and consider approval of minutes from the March 16, 2021 special board meeting (enclosure).

**IV. LEGAL MATTERS**

- A. Authorize the publication of notice of vacancies.
- B. Consider engagement of Icenogle Seaver Pogue, P.C. as general counsel (enclosure).
- C. Consider approval of Termination of Developer Reimbursement Agreements with Land Acquisition and Management, LLC (enclosure).
- D. Other.

**V. OTHER BUSINESS**

- A. Discuss the current regular meeting schedule and consider revisions if needed through year ending 2021.

**VI. ADJOURNMENT**

**The next regular meeting is scheduled for:  
Friday, November 12, 2021 at 11:00 a.m.  
at the offices of CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111**

## RECORD OF PROCEEDINGS

---

### MINUTES OF A SPECIAL MEETING OF THE BOARDS OF DIRECTORS OF THE RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 (THE “DISTRICTS”) HELD MARCH 16, 2021

A special meeting of the Boards of Directors of the Rudolph Farms Metropolitan District Nos. 1-6 (referred to hereafter as the “Boards”) was convened on Tuesday, March 16, 2021 at 9:00 a.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance Were:

David White, President  
Eric White, Assistant Secretary  
Jane White, Assistant Secretary  
Robert Roth, Assistant Secretary

##### Also in Attendance Were:

Eve Velasco, Esq.; White Bear Ankele Tanaka & Waldron P.C.  
Lisa Johnson and Andrew Williams; CliftonLarsonAllen LLP  
Gigi Pangindian and Zachary Leavitt; CliftonLarsonAllen LLP  
Barrett Marrocco; Independent District Engineering Services (“IDES”)  
Shannon Smith Johnson and Karlie Ogden; Icenogle Seaver Pogue, P.C.

#### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Boards’ meeting was called to order at 9:03 a.m. and the presence of a quorum was confirmed.

**Disclosure of Potential Conflicts of Interest:** Ms. Velasco advised the Boards that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Ms. Velasco confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Boards at least 72 hours prior to the meeting for those Directors with potential conflicts of interest. The Boards reviewed the Agenda for the meeting, following which, Directors David White, Eric White, Jane White, and Robert Roth each confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda.

**Agenda / 24-Hour Posting Location:** The Boards reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Eric White, seconded by Director Jane White and, upon vote, unanimously carried, the Boards approved the Agenda, as presented, and designated the 24-hour

## RECORD OF PROCEEDINGS

---

posting location as the northwest corner of Rudolph Farms Metropolitan District No. 6.

**Resignation of M. Jennet White:** Ms. Johnson reviewed the resignation submitted by Ms. M. Jennet White with the Boards. Following review, the Boards acknowledged Ms. M. Jennet White's resignation from the Boards of Directors.

**Vacancies / Appointment of District Eligible Elector:** Ms. Johnson discussed the vacancy with the Boards and noted that the Notice of Vacancy was published on February 16, 2021.

Following discussion, upon a motion duly made by Director Roth, seconded by Director Dave White and, upon vote, unanimously carried, the Boards appointed Mr. Rudy Byler to the Boards of Directors of the Rudolph Farms Metropolitan District Nos. 1-6.

**Appointment of Officers:** Following discussion, upon a motion duly made by Director Roth, seconded by director Eric White and, upon vote, unanimously carried, the Boards appointment the following officers:

President	David (Dave) White
Secretary/Treasurer	Eric (Rick) White
Assistant Secretary	Jane White
Assistant Secretary	Rudy Byler
Assistant Secretary	Robert Roth

### PUBLIC COMMENT

None.

### CONSENT AGENDA

The Boards considered the following actions:

- a) Minutes of the November 13, 2020 Special Meeting

Following review and discussion, upon a motion duly made by Director Eric White, seconded by Director David White and, upon vote, unanimously carried, the Boards approved the item as listed on the Consent Agenda.

### FINANCIAL MATTERS

**Payables:** Mr. Leavitt reviewed the claims with the Board. The Board requested that Mr. Leavitt communicate the funding balance in advance of when invoices are being approved. Discussion then ensued regarding the current cash balances and funding necessary to pay claims through the closing of the property sale. Following discussion, upon a motion duly made by Director David White,

## RECORD OF PROCEEDINGS

---

seconded by Director Eric White and, upon vote, unanimously carried, the Board ratified approval of the payables, as presented.

**Financial Statements, Cash Position and Developer Advances:** Mr. Leavitt and Ms. Pangindian reviewed the financial statements and cash position with the Board. Following review and discussion, upon a motion duly made by Director Roth, seconded by Director David White and, upon vote, unanimously carried, the Board accepted the Financial Statements as of December 31, 2020, and the schedule of cash position, as presented.

Ms. Pangindian presented the developer advance schedules and discussed the requirements in the Funding Agreement for a verification of costs related to the Capital Projects and District formation expenses. She also reported on the interest rate on the advances and accrual through March 31, 2021. No action was necessary by the Board on this information.

### LEGAL MATTERS

**Public Records Policy:** Ms. Velasco reviewed the Amended Public Records Policy with the Board and noted the change in the records request fee to align with current statute. Following review and discussion, upon a motion duly made by Director Roth, seconded by Director Rick White and, upon vote, unanimously carried, the Boards adopted the Amended Public Records Policy, as presented.

**Independent Contractor Agreement with Independent Engineering Services, LLC (“IDES”):** Ms. Velasco reviewed the Agreement for cost certification services with the Boards. Following review and discussion, upon a motion duly made by Director Roth, seconded by Director Rick White and, upon vote, unanimously carried, the Boards approved the Independent Contractor Agreement with IDES for cost certification services.

**Resolution No. 2021-03-01, a Resolution Regarding Acceptance of District Eligible Costs Pursuant to Infrastructure Acquisition and Reimbursement Agreement:** Ms. Velasco reviewed the Resolution with the Board. Following review and discussion, upon a motion duly made by Director Rick White, seconded by Director David White and, upon vote, the Board adopted Resolution No. 2021-03-01, a Resolution Regarding Acceptance of District Eligible Costs Pursuant to Infrastructure Acquisition and Reimbursement Agreement, with Director Roth abstaining from the vote.

### OTHER BUSINESS

**DropBox:** Ms. Johnson discussed the status of the Districts’ DropBox with the Boards and noted that Ms. Cindy Jenkins is the new District Administrator and will be cleaning out and organizing the DropBox to include pertinent information for the Districts.

## RECORD OF PROCEEDINGS

---

### ADJOURNMENT

There being no further business to come before the Boards, upon a motion duly made by Director Roth, seconded by Director David White and, upon vote, unanimously carried, the Boards adjourned the meeting at 9:55 a.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



## ICENOGL SEAVR POGUE

---

July 29, 2021

**VIA ELECTRONIC MAIL**

Rudolph Farms Metropolitan District Nos. 1-6  
c/o Lisa Johnson  
CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

**Re: Legal Services Engagement – Rudolph Farms Metropolitan District Nos. 1-6**

Board Members:

Icenogle Seaver Pogue, P.C. (the “Firm”) is pleased to submit this letter of engagement for general counsel legal services for Rudolph Farms Metropolitan District Nos. 1-6 within Larimer County, Colorado (the “Districts”). Our Standard Terms of Engagement are enclosed with this letter and confirm our understanding of the general terms of representation that our Firm will undertake on behalf of the Districts.

The services of our Firm are primarily measured and charged on a time basis. You will be invoiced for the services that personnel in our Firm perform for you. Invoices are rendered on a monthly basis and they are due upon receipt. Typically, our services are measured in increments of one-tenth of an hour and applied to our hourly rates. The rates of all billing personnel in our Firm are enclosed. All rates are subject to change January 1 of each year.

In addition to legal fees, the Firm will also bill you for its out-of-pocket costs incurred in handling your legal matters. These include photocopying and delivery charges, filing and recording fees, travel expenses, materials and services obtained from others, and other items for which we advance payment on your behalf. These, too, will be billed on a monthly basis. All unpaid fees and costs are subject to a one percent per month interest charge. The exception to time-measured billing are opinion fees, charged for formal legal opinions on which others may rely, notably bond-related and contract enforceability-related opinions. Such opinion fees vary with the complexity of issues involved and will be subject to your agreement in advance of opinion issuance.

Our Firm was engaged by Pacific North Enterprises, LLC (the “Developer”) to perform due diligence with respect to the Districts during the Developer’s purchase of the property within the Districts, providing guidance regarding purchase and sale amendments related to the same, and facilitating pre-closing matters related to the Districts. The Developer engagement related to the Districts terminates upon the approval of this engagement letter by the Districts, and henceforth our representation will be limited to our service, pursuant to this engagement, to the Districts through its Boards of Directors. Because our Firm works with property owners and political subdivisions, including municipalities, counties, and cities and counties, we are or may be engaged by other



organize and/or represent districts in the same area as these Districts. We will not represent those clients in matters adverse to the Districts or the Districts in matters adverse to those clients.

Before engagement of a new client, we are required by the Colorado Rules of Professional Conduct (the "Rules") to evaluate whether there are any ethical constraints to representing a client. In the event we believe a conflict under the Rules materializes at any time, we will notify you and deal with the matter appropriately. Additional information regarding conflicts of interest is set forth in the enclosed Standard Terms of Engagement.

At the request of the Districts, we are being engaged to represent each of the Districts as general legal counsel in order to afford the Districts substantial cost-savings and ensure coordination of efforts among the Districts. While, multiple representation may result in economic or tactical advantages, the Districts should be aware, however, that multiple representation also involves significant risks. First, multiple representation may result in divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of one or more of the Districts may be materially limited by our representation of one or more of the other Districts.

Based on the information that has been provided to us by the Districts, there does not appear to be any difference of opinion among the Districts at this time and we do not believe that our joint representation of the Districts currently involves any actual conflict of interest. However, the Districts should be aware that our representation may in the future involve actual conflicts of interests if the interests of the Districts become inconsistent. Should that occur, we will endeavor to apprise the Districts promptly of any such conflict so that each District can decide whether the conflict can be resolved through contemporaneous consents by one or more of the Districts, or whether our firm must withdraw from representing some or all of the Districts and/or if any one or more of the Districts wishes to obtain independent counsel. In the event of a dispute or conflict between one or more of the Districts, there is a risk that we may be disqualified from representing all of you absent permissible written consent from all of you at that time.

Furthermore, because we will be jointly retained by all of the Districts, we cannot treat any information relating to our representation that one of you provides to us as confidential from the others. Moreover, pursuant to this "joint interest" arrangement, anything you disclose to us may be disclosed to any of the other jointly represented Districts. Accordingly, in the event of a dispute between one or more of the Districts, the attorney-client privilege generally will not protect communications that have taken place among all of the Districts and attorneys in our firm. However, your communications with us for the purpose of obtaining our legal advice, and our legal advice to the Districts, will generally be protected as to third parties (excluding the other Districts we are representing under this joint-representation engagement) by the attorney-client privilege, unless the confidentiality of those communications is not maintained. Therefore, it is important that each District maintains the confidentiality of all privileged communications.

Notwithstanding the foregoing risks, you have advised us that at the present time the Districts do not desire to seek separate counsel, but instead the Districts desire that we represent the multiple interests of all of the Districts. Because the interests of the Districts may become

inconsistent, under the Rules we are required to bring this matter to the attention of the Districts and to obtain consent from each of the Districts. Accordingly, we request that you signify the Districts informed written consent by signing and returning this letter to us. We encourage you to seek independent counsel regarding this consent, if you so desire, and we emphasize that the Districts remain completely free to seek independent counsel at any time even if any of the Districts decide to sign the consent set forth below.

Finally, as you have directed, all attorneys' fees and costs associated with representing the Districts will be paid by Rudolph Farms Metropolitan District No. 6 ("Payor"). Under this "joint representation" arrangement, Payor also will continue to be a client of the firm. Should Payor fail to pay fees and costs associated with the representation of one or more of the Districts, each District agrees to be responsible for amounts owed, and agree to pay such amounts under the terms of this engagement letter.

This letter, together with the enclosed Standard Terms of Engagement, are intended to formalize our retention as legal counsel. Please confirm your agreement to the terms of our engagement by signing this letter in the space indicated below, sending us a scanned copy with your signature, and retaining the original copy for yourself.

If you have any question regarding these terms, please feel free to contact us.

Very Truly Yours,

ICENOGLE SEAVER POGUE  
A Professional Corporation



Tamara K. Seaver

Enclosures

Rudolph Farms Metropolitan District No. 1

Accepted and Consented to by: \_\_\_\_\_

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

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

Rudolph Farms Metropolitan District No. 2

Accepted and Consented to by: \_\_\_\_\_

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

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

Rudolph Farms Metropolitan District No. 3

Accepted and Consented to by: \_\_\_\_\_

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

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

Rudolph Farms Metropolitan District No. 4

Accepted and Consented to by: \_\_\_\_\_

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

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

Rudolph Farms Metropolitan District No. 5

Accepted and Consented to by: \_\_\_\_\_

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

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

Rudolph Farms Metropolitan District No. 6

Accepted and Consented to by: \_\_\_\_\_

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

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



## **STANDARD TERMS OF ENGAGEMENT**

These Standard Terms of Engagement confirm our understanding of the general terms of the representation Icenogle Seaver Pogue, P.C. (the “Firm”) will undertake on behalf its clients. These terms will apply to any matters we agree to undertake unless we and the client agree in writing to a different arrangement. These Standard Terms of Engagement do not constitute an engagement unless accompanied by a letter describing a specific matter for which the Firm has been engaged.

### **1. Scope of Engagement.**

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Our acceptance of an engagement does not involve an undertaking to represent the client or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that we confirm any such change in writing.

If you have engaged the Firm to provide legal services in connection with a specific matter, it is possible that after completion of the matter, changes may occur in applicable laws or regulations that could impact your future rights and liabilities. If you separately engage us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise you with respect to future legal developments, but will not do so absent a new engagement set forth in a new engagement letter.

At the commencement and during the course of our representation, we may express opinions or beliefs concerning the matter, alternative courses of action, or results that might be anticipated. Any such statement made by any individual lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

### **2. Staffing.**

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We, of course, will be happy to discuss staffing with you at any time.

### **3. Conflicts of Interest.**

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other



individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

The Firm represents many other companies, individuals, property owners and political subdivisions, including special districts, public highway authorities, regional transportation authorities, municipalities, counties, and cities and counties. As such, it is possible that present or future clients of the Firm will have disputes or transactions with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we agree as follows with respect to certain conflicts of interest issues:

a) Unless the Firm has your specific written consent that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents you and in which the other client is adverse to you. The Firm understands the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.

b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that the Firm will be free to represent any other client either generally or in any matter in which you may have an interest.

c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which you might have an interest including, but not limited to, agreements, contracts, easements, special district formation, intergovernmental agreements, dissolutions, consolidations, etc.

The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of the Firm's other clients, we have asked for similar agreements to preserve our ability to represent you.

#### **4. Affiliates.**

Unless we agree otherwise, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, employee, consultant, contractor, manager, member, shareholder, partner, joint venture, or other affiliate (collectively, "Client Affiliates"). While we will be meeting and interacting with Client Affiliates during the course of our representation, we are not acting as legal counsel to any of these persons in their individual capacities in connection



with the engagement or otherwise. We encourage these individuals to seek separate legal counsel if necessary.

## **5. Representation Solely By Icenogle Seaver Pogue, P.C.**

In some circumstances you may be represented by more than one law firm for a particular matter. With respect to all services performed on your behalf and all legal representation by the Firm, the Firm shall have no duty to supervise or control any other law firms or lawyers.

## **6. Retention and Disposition of Documents.**

The Firm will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. These records will include any final adopted and approved records of which the Firm has been provided a copy in the conduct of this engagement. All other documents, including, but not limited to, our notes, drafts, memoranda, worksheets, and other electronic communication and documents stored in various media or file servers, may be periodically, confidentially, and permanently purged by us once they are no longer useful to us in providing services to you for this engagement. Following the termination of this engagement we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs. The Firm may retain its own file pertaining to this matter. The Firm's file pertaining to the engagement may include, without limitation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any documents or other materials retained by us without further notice to you 6-months after the termination of our engagement unless prohibited from doing so by Rules of Professional Conduct.

## **7. Client Responsibilities.**

Our successful representation of you depends, in part, upon your cooperation with us. As such, we expect that you will be candid and cooperative with us, timely respond to our requests for information, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Your candor and cooperation are necessary conditions of the attorney-client relationship, the absence of which will entitle the Firm to withdraw as legal counsel.

Because it is important that we be able to contact you at all times in order to consult with you regarding the client's representation, you will promptly inform us of any changes in your contact information including relevant mail and e-mail addresses and phone numbers. Whenever



we need your instructions or authorization in order to proceed with legal work on the client's behalf, we will contact you at the latest address and phone number that we have received from you.

You will be invoiced for the services that personnel in the Firm perform for you. Invoices are rendered on a monthly basis and payment is due upon receipt, unless there is a question about our invoice, in which case we ask that you promptly advise us thereof, so they may be timely addressed. Interest will be charged on any balance that is not paid on a timely basis at the Colorado statutory rate. Additionally, should our fees not be paid on a timely basis, we are entitled to require a retainer, which we will hold in our Colorado Lawyer Trust Account Foundation (COLTAF) Account, or to withdraw from this engagement as discussed in more detail below.

#### **8. Disclaimer of Guarantee.**

We use our best efforts in representing clients, but we make no promises or guarantees regarding the outcome of any particular matter. The Firm makes no warranties, guarantees, or representations concerning the successful termination of a favorable outcome of any legal services performed for its clients, legal action that may be filed by or against a client, or of any negotiations or discussions with other parties on a client's behalf.

#### **9. Insurance Coverage.**

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

#### **10. Confidentiality.**

Under applicable Rules of Professional Conduct, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to our representation of you.

We preserve the confidences of our clients in accordance with the Rules and Laws of Professional Conduct as adopted and amended in Colorado and, as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you as a consequence of the representation ("Private Information") is protected under these rules. We use Private Information only to provide the legal and related services that you request





from us. We do not disclose Private Information to anyone outside of our Firm, except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an “opt out” opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things; (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but it is important that you understand these limits to the duty of client confidentiality.

## **11. Audits.**

We are at times asked by our clients to provide information to auditors or other financial professionals for the purpose of preparing financial statements. Should you make such an audit request of us, we may bill for our services on the basis of the Firm’s regular hourly rate for the professionals involved. Should you make such an audit request at a time when you are no longer a client of the firm you understand that our responding to the request is an accommodation that we provide for former clients and does not form a new attorney-client relationship.

## **12. Termination and Withdrawal.**

You have the right to discharge us for any reason at any time upon reasonable notice. If you do so, all unpaid fees and costs will be due and payable no later than thirty (30) days after such discharge and you agree that we may use any funds held in Trust on your behalf to pay unpaid invoices.

In the absence of another agreement, our representation of you will automatically end thirty (30) days after we send our last bill for services rendered on the specific matter set forth in the scope of engagement.

We reserve the right to withdraw from representing you for the reasons permitting attorney withdrawal in relevant Rules of Professional Conduct or applicable law. Where required, we will attempt to give you reasonable notice and time to secure other counsel, obtain approval from any court or tribunal that is necessary, and take reasonable steps to minimize any prejudice you may suffer by our withdrawal. In particular, and by way of example, we reserve the right to decline to perform any further services if any account is past due. We will comply with applicable Rules of





Professional Conduct in effectuating any such withdrawal. When appropriate, we reserve the right to terminate the representation, for example, and without limitation, if (a) evidence comes to light indicating that positions you wish us to assert lack factual or legal merit; (b) you fail to cooperate in the work necessary to the representation; (c) you breach this agreement by failing to pay fees or reimburse costs; or (d) for professional or ethical reasons we cannot or, in our opinion, should not continue to proceed with the representation.

If you affiliate with, acquire, are acquired by, or merge or combine with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to the affiliation, acquisition or merger, or between any of our clients and the resulting entity following the affiliation, acquisition or merger.

If we elect to withdraw, you will take all steps necessary to effectuate our withdrawal and will pay all outstanding fees or costs owed as of the time of withdrawal.

Following the termination of this engagement, we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs.

### **13. Employment Eligibility.**

Pursuant to §§ 8-17.5-101, *et seq.*, C.R.S., the definitions in which are hereby incorporated:

A. The Firm hereby certifies to the client that, as of the date of the client's engagement letter, the Firm does not knowingly employ or contract with an illegal alien who will perform work under this engagement and that the Firm will participate in the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this engagement.

B. The Firm shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this engagement; or
2. Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this engagement.



C. The Firm has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this engagement through participation in the E-Verify Program.

D. The Firm shall not use the E-Verify Program to undertake pre-employment screening of job applicants while this engagement is being performed.

E. If the Firm obtains actual knowledge that a subcontractor performing work under this engagement knowingly employs or contracts with an illegal alien, the Firm shall:

1. Notify the subcontractor and the client within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection I.E.1 hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Firm is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), C.R.S., to ensure that the Firm is complying with this Paragraph.

G. If the Firm violates a provision of this paragraph, the client may terminate the engagement for a breach of the engagement. If the engagement is so terminated, the Firm shall be liable for actual and consequential damages to the client. The client shall notify the Colorado office of the Secretary of State if the Firm violates a provision of this paragraph and the client terminates the engagement.

We look forward to representing you. If you have any questions concerning these Standard Terms of Engagement that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.



## ICENOGLE SEAVER POGUE

---

### 2021 BILLING RATES

---

T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$420.00 per hour
Alan D. Pogue	Shareholder	\$420.00 per hour
Deborah A. Early	Shareholder	\$340.00 per hour
Jennifer L. Ivey	Shareholder	\$340.00 per hour
Anna C. Wool	Shareholder	\$245.00 per hour
Shannon Smith Johnson	Shareholder	\$245.00 per hour
Alicia J. Corley	Associate	\$240.00 per hour
Karlie R. Ogden	Associate	\$210.00 per hour
Grant N. Simon	Associate	\$200.00 per hour
Jacqueline K. Llinas	Associate	\$200.00 per hour
Stacie L. Pacheco	Paralegal	\$160.00 per hour
Donette B. Hunter	Paralegal	\$160.00 per hour
Megan Liesmaki	Paralegal	\$155.00 per hour

## TERMINATION OF DEVELOPER REIMBURSEMENT AGREEMENTS

This TERMINATION OF DEVELOPER REIMBURSEMENT AGREEMENTS (this “**Termination Agreement**”) is made and entered into this 30<sup>th</sup> day of June, 2021, by and between RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “**District**”), and LAND ACQUISITION AND MANAGEMENT, LLC, a Colorado limited liability company (“**LAAM**”). The District and LAAM are collectively referred to herein as the “**Parties**.”

WHEREAS, the Parties previously entered into the following agreements:

- Infrastructure Acquisition and Reimbursement Agreement dated effective November 15, 2019; and
- Funding and Reimbursement Agreement (Operations and Maintenance) dated effective July 25, 2018, as amended on November 14, 2019 (collectively, the “**Reimbursement Agreements**”); and

WHEREAS, the Parties have determined it to be in their best interest, and the best interest of the property owners and taxpayers of the District, to terminate the Reimbursement Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Termination Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of the Agreements. The Parties hereby agree that the Reimbursement Agreements are terminated and of no further force and effect as of the date of this Termination Agreement, without any further action of the Parties.

2. Satisfaction of Obligations. The Parties agree that upon execution of this Termination Agreement, they shall be deemed to have fully satisfied their respective obligations under the Reimbursement Agreements, and the Parties are released from any further obligations or performance under the Reimbursement Agreements. In addition, the Parties agree that no default exists with respect to the Reimbursement Agreements, and any and all claims of default under or with respect to the Reimbursement Agreements, whether in existence on the date hereof or otherwise, whether known or unknown, foreseen or unforeseen are hereby waived and released. Notwithstanding the foregoing, LAAM shall remain eligible for reimbursement of up to \$124,000 in District Eligible Costs related to the organization of the District and up to \$522,000 in other District Eligible Costs, which have been certified and accepted by the District and which reimbursement the Parties intent to make from a future issuance of debt for the funding of such costs.

3. Waiver and Release. The Parties hereby release one another from any and all liabilities, obligation or duties that may have arisen or have been contemplated by the Reimbursement Agreements. The Parties agree not to make a claim against the other with respect to the Reimbursement Agreements or the performance or non-performance of any covenant or condition contained within or contemplated by the Reimbursement Agreements.

4. Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties related to the termination of the Reimbursement Agreements, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Termination Agreement are of no force and effect. This Termination Agreement may not be modified except by a writing executed by both the Parties.

5. Miscellaneous.

a. Execution of Additional Documentation. The Parties each agree that at the request of the other Party, it will, at any time hereafter, make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other party in order that this Termination Agreement may be fully performed in accordance with its intent and provisions.

b. Severability. If any covenant, term, condition or provision of this Termination Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Termination Agreement, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Termination Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

c. Provisions Negotiated and Independent. Each and every provision of this Termination Agreement has been independently, separately and freely negotiated by the Parties as if this Termination Agreement were drafted by all parties hereto. The Parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either party.

d. Governing Law. This Termination Agreement shall be governed by and interpreted under the laws of the State of Colorado without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for any legal action relating to this Termination Agreement shall be exclusive to the District Court in and for the County of Larimer, Colorado. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, forum non-conveniens or otherwise.

e. Counterpart Execution. This Termination Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the District and LAAM have executed this Termination Agreement as of the date first written above.

**DISTRICT:**  
**RUDOLPH FARMS METROPOLITAN**  
**DISTRICT NO. 6**

By: \_\_\_\_\_  
 Officer of the District

Attest:

By: \_\_\_\_\_

APPROVED AS TO FORM:

ICENOGL SEAVR POGUE

\_\_\_\_\_  
 General Counsel to the District

*[Signature Page 1 of 2 to Termination of Developer Reimbursement Agreements]*

**LAAM**

LAND ACQUISITION AND MANAGEMENT, LLC,  
a Colorado limited liability company

By: David B White  
Name: DAVID B WHITE  
Title: PRESIDENT

*[Signature Page 2 of 2 to Termination of Developer Reimbursement Agreements]*