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December 6, 2022

Via Email

Roxborough Village Metropolitan District
c/o Kelley B. Duke, Esq.
Ireland Stapleton Pryor & Pascoe, PC
717 17th Street, Suite 2800
Denver, CO 80202

Re: Engagement Letter – Roxborough Village Reservoirs #1 and #2
Diligence Application

Dear Board of Directors:

Our firm was recently contacted by Kelley Duke of Ireland Stapleton regarding potential representation of the Roxborough Village Metropolitan District in connection with a discrete water matter. I understand your prior water counsel, John Cyran, is no longer in private practice and you are in need of new water counsel to assist on this matter. We appreciate being contacted regarding this potential representation and would welcome the opportunity to work with you and Kelley Duke on this matter.

As I understand it, the Roxborough Village Metropolitan District (the “District”) holds conditionally decreed water storage rights associated with Roxborough Village Reservoir #1 and Roxborough Village Reservoir #2. These rights were originally adjudicated in Case No. 87CW296, and reasonable diligence decrees have entered in several subsequent cases, most recently in Case No. 16CW3126. Based on a review of the most recent diligence decree (Case No. 16CW3126), a total of 30.6 acre-feet of the Reservoir #1 water right has been made absolute, with a remaining conditional decree for 69.4 acre feet, and the entirety of Reservoir #2’s 40 acre foot appropriation remains conditionally decreed. The next diligence deadline for these conditional rights is May 31, 2023. You wish to have this firm work with Kelley Duke and the District to file and prosecute a diligence application for the remaining conditional amounts. Such an application must be filed on or before the deadline set forth above or the conditional water rights will be automatically cancelled. You should also be aware that the District will be receiving a notice via certified mail from the Water Court in the next several months regarding this deadline. As such, it is very important to keep this deadline firmly in mind and take all appropriate steps to get the application filed well before the final deadline. To the extent it can be factually supported, we would also seek to make any additional portions of the conditional water right absolute in the same filing. Our scope of work would be limited to working with Kelley Duke and helping the District file and prosecute a Water Court application related to these two reservoir rights.

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Our firm specializes in Colorado water rights and water quality matters and we would be able to provide legal counsel on these issues. Our firm is prohibited by the rules governing the practice of attorneys from engaging in conflicts of interest. In reviewing our conflict database, it appears that working on these matters would not create any direct conflicts of interest. I therefore do not believe representing Roxborough Village Metropolitan District on the limited matters described herein would be in conflict with ongoing representation of existing clients. If, however, at any time a conflict should arise between your interests and a client of this firm, we will immediately bring it to your attention and attempt to resolve it. You should understand that resolving the conflict might require us to withdraw from representing the District in such a matter. In that event, we would of course attempt to provide you with names of other potential counsel.

Charges for Legal Services. Our firm bills for services based on hours worked on a particular matter. We have five attorneys in our office and our billing rates vary depending on the attorney's level of experience. My current billing rate on this type of work is \$335 per hour. I anticipate working with my associates, Katrina Fiscella or Sarah Wiedemann, on this matter and their billing rates for this type of work is \$275 and \$250 per hour, respectively. From time to time we find it necessary to raise our hourly rates to reflect our increasing costs and the increasing level of experience of our legal staff and generally do so towards the end of the calendar year. We reserve the right to increase our rates and will provide you notice of any proposed rate increase. We bill for all time spent in pursuit of a client's business, including necessary travel time. In addition, we also bill for expenses such as computerized legal research, copies, faxes, messenger service, extraordinary postage, out of town or out of pocket mileage, lodging, food, and other like items. We bill on a monthly basis and appreciate timely payment of statements. It is our policy to charge interest at a rate of 1% per month on any balance remaining unpaid after 30 days. As you might anticipate, we do reserve the right to suspend work on behalf of a client when payment is delinquent. In this instance, we will submit our monthly bills directly to Kelley Duke at Ireland Stapleton for submittal to you. As always, if you have any questions regarding our billing, please do not hesitate to contact me.

File Retention. Our firm has a file retention policy that generally provides for return of files to a client (if requested) or secure destruction of files not less than three and no more than seven years after the legal matter has been concluded. Depending on the circumstances it may be difficult to determine when a legal matter has concluded; therefore, we will retain some flexibility in regard to the relevant files. In any event, we will attempt to inform you and make any such files that are in our possession available to you and the District before we destroy any of them.

It is very important for us that our clients be satisfied with our services. We realize that legal services are expensive, and therefore do all we can to ensure that you are getting a good

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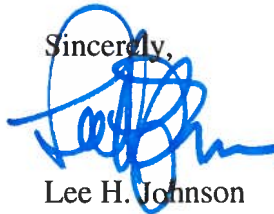
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value. We believe that open communication is essential, and therefore urge you to contact us at any time with questions you may have regarding our services, our policies, or our bills.

I trust this letter adequately sets forth the scope and nature of our potential attorney/client relationship relative to this project and describes the extent of the scope of work you wish to have this firm undertake on the District's behalf. If I have misstated any such items, or if there are any questions or concerns, please contact me at your earliest convenience.

If this letter is acceptable to the District and you wish to retain our firm consistent with the scope of work set forth herein, please sign and return a copy of this letter to me at your earliest convenience. Please feel free to call me if you have any questions and thank you for the opportunity to work with you on this interesting matter.

Sincerely,



Lee H. Johnson

Terms of Engagement Accepted:

Mathew Hart

Mat Hart
President, Roxborough Village Metropolitan District

01 / 23 / 2023

Date

Cc: Susie Kirshenbaum