

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 48, SERIES 2014**

A RESOLUTION APPROVING CONFLICT OF INTEREST WAIVER

WHEREAS, the Town Council of the Town of Timnath (“**Town**”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town and White Bear Ankele Tanaka & Waldron (“**Firm**”) entered into that certain Professional Services Agreement between Town, Firm, and the Timnath Development Authority dated March 8, 2013 (“**Engagement Letter**”);

WHEREAS, attached hereto as Exhibit A is a letter agreement waiving potential conflicts with respect to the Engagement Letter (“**Waiver**”); and

WHEREAS, the Town Council is familiar with the Waiver and finds it to be in the best interest of the Town, the residents within its boundaries, and the general public.

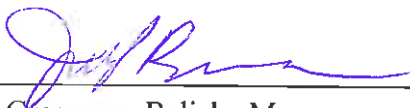
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Waiver is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

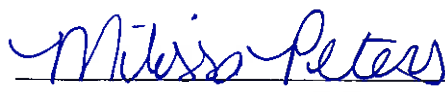
INTRODUCED, MOVED, AND ADOPTED ON AUGUST 26, 2014,

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



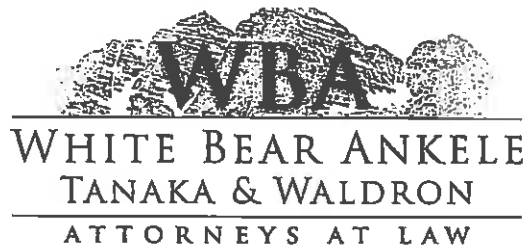
Milissa Peters, Town Clerk



EXHIBIT A

Waiver

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS



SEAN ALLEN
GEORGE M. ROWLEY
NEIL RUTLEDGE
BRENT E. BUTZIN
ZACHARY P. WHITE
BOBBY D. GREENE
SILVIA FEJKA

August 26, 2014

Town of Timnath
4800 Goodman Street
Timnath, CO 80547
Attn: Town Council

Timnath Development Authority
4800 Goodman Street
Timnath, Colorado 80547
Attn: Board of Commissioners

Re: Waiver of Potential Conflicts with Respect to White Bear and Ankele Professional Corporation's Engagement by the Town of Timnath and the Timnath Development Authority

Dear Town Council and Board of Commissioners:

White Bear Ankele Tanaka & Waldron (the "Firm") has been asked to represent both the Town of Timnath (the "Town"), and the Timnath Development Authority (the "TDA") as general counsel, and specifically to provide legal advice regarding several overlapping development and financing matters. The Town of Timnath and the Timnath Development Authority shall each be referred to in this letter as a "Party," or collectively as the "Parties." Potential conflicts of interest may exist with respect to our joint representation of the Parties, specifically with regard to matters involving the financing of proposed development projects through incentive agreements, and the preparation and negotiation of other agreements to which the Town and the TDA are both parties. The purpose of this letter is to confirm the terms of our joint representation of the Parties in accordance with the requirements of the Colorado Rules of Professional Conduct. The understandings, limitations and conditions of our representation included in this letter are in addition to those expressed in that certain Professional Services Agreement between each Party and the Firm dated March 8, 2013 (the "Engagement Letter"). In performing the services referenced above, the Firm will be representing each Party, and the Firm accordingly cannot place the welfare and interests of one Party ahead of the interests of the other.

Due to the structural nature of the Urban Renewal Plan utilized by the Town to establish the TDA and the mutual objectives established in the cooperation agreements previously entered into by both Parties, we are hopeful that in most cases what is best for one Party will also be best for the other Party. Further, we reasonably believe that our representation of the Town is not materially adverse to TDA, and vice versa, and that no attorney at the Firm has information protected by Rules 1.6 or 1.9(c) of the Colorado Rules of Professional Conduct. However, there are many reasons why each Party may have differing interests and may benefit from separate legal representation. For example, each Party's financial interests and needs may differ from those of the other Party. Each Party may also have different goals with respect to the matters for which you have retained us. Disputes between the Parties may raise issues that can only be resolved by separate attorneys whose sole allegiance is to one Party or the other. Transactions and disputes with third parties may also create circumstances that will raise conflicts between each Party, particularly where one Party's liability is an issue. Any of these conflicts could give rise to the need for the Firm to withdraw from representation of one of both Parties. If such a conflict arises in the future, it will not excuse either Party's obligations to pay the Firm for attorney time and

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expenses incurred before the withdraw. You should seek the counsel and advice of an independent attorney regarding these issues before agreeing to this waiver.

It is important for each Party to keep in mind special rules that apply to the confidentiality of attorney-client communications relating to our joint representation. In general, communications between attorneys and their clients are privileged and may not be disclosed to third parties without the client's consent. Because each Party will be our client, confidential communications between us and one or more Party concerning matters within the scope of our representation are privileged as to third parties. The attorney-client privilege does not apply to communications between Party representatives outside the presence of attorneys or to communications that are not confidential, i.e., that involve third parties, or that are discussed between yourselves without your lawyer present, or that are disclosed to third parties. Therefore, you should not disclose or discuss matters pertaining to our representation of the Party with anyone except lawyers and staff associated with our Firm. Further, as the attorneys for each Party, we may not be able to ethically conceal a problem we discover in the course of our representation concerning any one Party. Instead, we may be required to disclose that information to each Party, even if that disclosure could be to the detriment of the other Party.

Despite the above-referenced differences among the Parties, you have asked this Firm to represent the Parties in connection with matters referenced above and in the Engagement Letter. To memorialize that request, please execute the appropriate signature line at the end of this letter and return the original to us. Your signature will also serve as your acknowledgment that: (i) each Party has reviewed this letter independently and has had an opportunity to discuss it with an attorney, as outlined above, and each expressly states that no actual conflicts of interest have been found to exist and each expressly waives any past, present, or future potential conflict of interest resulting from our representation of the Town and the TDA in the manner described herein; (ii) the Firm will not place any individual client's interests above those of any other individual client; (iii) each Party ratifies and reaffirms the scope of representation set forth in the Engagement Letter; (iv) the Firm has advised each Party to hire its own attorney to provide counsel regarding its interests and any disputes among the Parties; (v) that matters each of the Parties' representatives discuss with us regarding this joint representation are not confidential from the other Party, and we may disclose such discussions to each Party; and (vi) that the Firm may be forced to withdraw from its representation of each Party on a specific matter if we feel the disputes between the Parties raise irresolvable conflicts of interest, and that the Firm is permitted to withdraw in those circumstances.

We appreciate your decision to hire the Firm to represent you and look forward to working with you. If you have any questions or comments regarding the matters raised in this letter, please do not hesitate to contact me. If the disclosures and conditions stated in this letter are acceptable to you, please acknowledge your agreement by providing your signature below.

Sincerely,

WHITE BEAR AND ANKELE
Professional Corporation

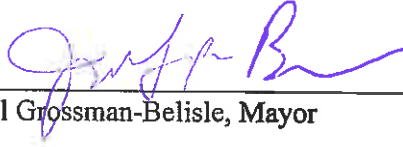


Robert G. Rogers, Esq.

Acknowledged and Agreed to this 26th day of August, 2014.

[Signatures On Following Page]

Town of Timnath



Jill Grossman-Belisle, Mayor

Timnath Development Authority



Jill Grossman-Belisle, Chair