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June 5, 2023

Board of Directors
Hawk Ridge HOA
c/o Ken Witt
19550 Soaring Wing Drive
Colorado Springs, Colorado 80907
Via email: president@hawkridgehoa.com

Board of Directors
c/o Bradley Rosenberg
Hawk Ridge West HOA
19619 Glen Shadows Drive
Colorado Springs, Colorado 80908
Via email: bradley.rosenberg@shearmadness72.com

Re: Conflict Waiver – Joint Representation

Dear Bradley and Ken,

The purpose of this conflict waiver is to set forth the understanding of our law firm's representation of Hawk Ridge West HOA ("HRW HOA") and Hawk Ridge HOA ("HR HOA") concerning the matter of title to the water and water rights of both HOAs and their members.

Both HRW HOA and HR HOA are interested in clearing up the chain of title to ownership of the Denver Basin water rights owned by the partners who formed Hawk Ridge Land Company to provide water for the developments now subject of the HRW HOA and HR HOA. The legal work to be done will consist of reviewing chain of title for property ownership, reviewing organic documents of both the HRW HOA and HR HOA, reviewing the underlying decrees and agreements for the water rights, reviewing information provided by Great Divide Water Company, reviewing other relevant information and documents that may become known in the future, potentially drafting deeds for transfer, developing chains of title,

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SUITE 250
COLORADO SPRINGS, COLORADO 80921



211 EAST MAIN STREET
SUITE 1
OAK CREEK, COLORADO 80467

and possibly pursuing a quiet title action to water rights.

It is understood at this time that HRW HOA and HR HOA have a common purpose to complete the cleanup of title to the water rights serving HRW HOA and HR HOA. The interests of HRW HOA and HR HOA appears to be aligned to complete the desired task. However, in such a joint transaction, parties can end up occupying unique positions based on circumstances not yet known. As such, the parties could see their interests coming into conflict with one another causing a divergence of interests in the matter. Therefore, for the clearing of title to the water rights serving HRW HOA and HR HOA, both parties agree that it is in their mutual and joint interest to (i) jointly pursue the clearing of title to the respective water and water rights, (ii) obtain shared and joint legal advice from our law firm, and (iii) that it would be greatly unproductive and unnecessarily costly for each party to obtain separate counsel.

In order to so proceed, our firm will need express written acknowledgment and waiver by both parties of the potential conflict of interest, expressly authorizing our firm to utilize knowledge gained during our representation to represent and advance both HRW HOA and HR HOA's interests in this matter, and further allowing our firm to reasonably determine when the parties' interests are and remain aligned and to advise conflict counsel for one or both parties should such interests diverge. Absent such written acknowledgement and waiver, which this letter is intended to provide, our firm will be unable to represent both HRW HOA and HR HOA in this matter.

Each party has indicated a desire to work together cooperatively, and a belief that the interests of each party are and shall remain aligned with the other. While it is the representation of each party that a commonality of purpose presently exists and will continue to exist between the entities, the potential for a conflict of interest nonetheless presents itself. Therefore, disclosure and waiver of such conflicts, including a waiver of certain aspects of the Attorney-Client Privilege, is necessary. Each party may develop separate and distinct interests, and our firm cannot provide representation on the subject matter to both parties should your respective interests diverge. Since there is the possibility for conflict to arise, a waiver of that potential conflict is necessary.

In concluding that we can jointly represent HRW HOA and HR HOA, further disclosure and consent can only be beneficial. We therefore wish to proceed with some disclosures under our code of professional responsibility. The Rules of Professional Conduct for attorneys require that we advise you of this potential conflict and that you consent prior to our continued representation. Should either of you not give consent for our firm to provide assistance and information to the other, we will be unable to provide such information or assistance and therefore potentially unable to assist either of you as concerns the subject matter affected by such conflict. Should a conflict actually arise, it is possible our firm could continue to provide representation to each party, with both parties seeking conflicts counsel only as to the area of conflict. Each of you should feel free to consult with independent legal counsel if you desire to do so concerning the potential conflicts of this joint representation and the wisdom of waiving such conflicts, and we encourage and advise you to do so. If you become uncomfortable with this arrangement, we understand that you will inform us.

