

# ICENOGLLE | SEAVER | POGUE

A Professional Corporation  
Attorneys at Law

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February 2, 2011

Board of Directors  
Waterfall Metropolitan District No. 1  
2725 Rocky Mountain Ave., Suite 200  
Loveland, CO 80538

**Re: Engagement as General Counsel for Waterfall Metropolitan District No. 1's  
Bond Issuance**

Dear Members of the Board:

This letter sets forth our understanding of the engagement of Icenogle Seaver Pogue, P.C. (the "Firm") by Waterfall Metropolitan District No. 1 (the "District"), concerning the legal services the Firm will perform as General Counsel in connection with the proposed issuance of limited tax general obligation bonds (the "Bonds") by the District.

As General Counsel, the Firm will render an opinion to the District's Board of Directors and Bond Counsel, Kutak Rock, LLP ("Opinion") on the validity of certain District documents and the District's compliance with the laws of this State. Our Opinion will be executed and delivered in written form on the date that the bonds are delivered ("Closing"), and will be based upon facts and law existing as of their date. As is customary, our Opinion will rely upon certified proceedings relating to the authorization, issuance and delivery of the bonds, and certifications or other representations of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

Our fee to act as General Counsel for the District in connection with the proposed issuance of the bonds will be \$18,500, which amount is set based on our estimate of the amount and nature of legal work necessary to render our Opinions by Closing. I will be the attorney who will be principally involved in this representation. Deborah Early, an associate in our Firm, and Stacie Pacheco, a legal assistant/paralegal, may assist me to ensure all legal services described herein are provided in a timely manner. Unless other payment arrangements are made, our fee will be due at closing on the bonds, prior to delivery of the Opinions.

This engagement letter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The District may terminate this agreement with respect to our engagement by notifying the Firm in writing. Conversely, the Firm may withdraw as counsel to the District and terminate this agreement in a manner that

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protects the interests of the District in the work being performed by the Firm by notifying the District in writing.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating, and returning the enclosed copy of this letter. If the foregoing does not reflect our understanding or if you wish to discuss additional projects with us, please contact me.

The Firm will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys.

Throughout our representation, we want you to be satisfied with our fees as well as the professional services we perform on your behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

Sincerely,

ICENOGLÉ | SEAVER | POGUE  
A Professional Corporation



Alan D. Pogue

CONFIRMED AND AGREED TO AS OF THE  
DATE INDICATED BELOW:

Waterfall Metropolitan District No. 1

By: 

Title: PRESIDENT

Date: 10 FEBRUARY 2011