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March 25, 2008

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BY FACSIMILE (303) 477 0965 AND E-MAIL
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Gerald E. Dahl
Murray Dahl Kuechenmeister & Renaud LLP
2401 15th Street, Suite 200
Denver, CO 80202

Re: City of Longmont/Fairview Estates, LLC

Dear Mr. Dahl:

This firm represents Fairview Estates, LLC ("Fairview") in matters relating to the proposed annexation of Firelight Park (the "Property") to the Town of Firestone. We understand that the City of Longmont ("Longmont") intends to retain you as special counsel relating a conflicting annexation. We believe that neither you nor your firm can represent Longmont in any matter adverse to either of our clients. As you know, Debra Kalish of your firm previously was associated with Otten Johnson. During that time, she represented Fairview in the acquisition and development of the Property. Upon her departure from Otten Johnson, she continued to represent Fairview in matters relating to the development of the Property, as evidenced by the fact that the file relating to those matters was transferred to Holme Roberts & Owen with her.

Based on the description of the work for which you will be retained as provided in the Longmont City Council Meeting Agenda for March 25, 2008, it appears that the current matter for which Longmont wishes to retain you is substantially related to the matters in which Fairview was represented by Ms. Kalish. The matters both involve the same or substantially related development issues with respect to the Property. Moreover, Longmont and our client's interests are materially adverse to one another. Given the nature and extent of Ms. Kalish's representation of Fairview, under Colorado Rule of Professional Conduct 1.9(a), Ms. Kalish is prohibited from representing Longmont. Because Ms. Kalish may not represent Longmont, pursuant to Rule 1.10, the lawyers of your firm are also prohibited from representing Longmont.

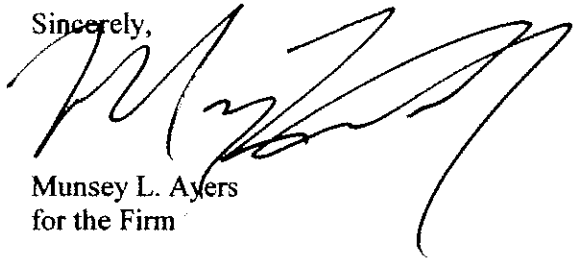
Furthermore, during Ms. Kalish's longstanding involvement in development issues relating to the Property, she unquestionably acquired factual information that could be used to the disadvantage of Fairview. Her obligations to her former client with respect to privileged client information are a further bar to her, and your firm's, ability to represent Longmont in this matter. These obligations also present a significant risk that any representation of Longmont will be materially limited by such obligations.

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Your firm's engagement by Longmont with respect to these matters is further complicated by the fact that another former client of Ms. Kalish's, Life Bridge Christian Church, owns property in the vicinity of the Property and is evaluating its annexation and development options.

Because of this obvious conflict of interest, to which our client has not and will not consent, we trust that you will decline the offer to represent Longmont in all matters adverse to Fairview relating to the development of the Property.

Sincerely,



Munsey L. Ayers
for the Firm

MLA

#28736.1

cc: Dale Bruns
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