

DISTRICT COURT, GRAND COUNTY, COLORADO PO Box 192/307 Moffat Avenue Hot Sulphur Springs, CO 80451 970-725-3357	DATE FILED March 28, 2025 11:10 AM CASE NUMBER: 2021CV30008
<p>Plaintiff: GRANBY RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado,</p> <p>v.</p> <p>Defendants: HEADWATERS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; GRAY JAY VENTURES, LLC.; REDWOOD CAPITAL FINANCE CO., LLC, GRANBY PRENTICE, LLC; and GR TERRA, LLC.</p>	
	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p>Case No. 2021CV30008</p> <p>Division 1</p>
ORDER APPROVING THE STIPULATION REGARDING DISMISSAL OF CERTAIN CLAIMS AND PROCESS FOR RESOLUTION OF REMAINING CLAIMS AND ISSUES	

This matter having come before the Court on Defendant/Counterclaim Plaintiffs Headwaters Metropolitan District (“Headwaters”) and GR Terra, LLC (“GR Terra”), and Plaintiff/Counterclaim Defendant Granby Ranch Metropolitan District (“GRMD”) (collectively the “Parties”) Stipulation Regarding Dismissal of Certain Claims and Process for Resolution of Remaining Claims and Issues filed on March 27, 2025 (“Stipulation”). This Court hereby approves the Stipulation and orders that:

1. Headwaters' and GR Terra's Counts IV of their respective Counterclaims asserting breach or improper modification of GRMD's Service Plan are dismissed with prejudice.

2. Headwaters' request for injunctive relief in conjunction with its claim for breach of the Exclusion Agreement (Count I of its Counterclaims) is moot in light of the Court's entry of judgment against GRMD on its claims asserted in this litigation and the Court's summary judgment order of March 3, 2025.

3. Headwaters' claim for breach of the Exclusion Agreement (Count I of its Counterclaims) asserted alternative grounds in support of the alleged breach and requested damages. In light of the Court's summary judgment order of March 3, 2025, it is not necessary for the Court to address alternative grounds that are part of the same claim for the same relief.

4. Pursuant to Stipulation, and subject to the terms and reservation of rights therein, this Court will determine Headwaters' claimed damages for Count I (consisting solely of Headwaters' claims for attorneys' fees and costs under the Exclusion Agreement) pursuant to the process for recovery of attorneys' fees and costs in C.R.C.P. 121(c), § 1-22, with written submissions and a right to a hearing if requested by either party.

5. For this purpose, the briefing schedule for recovery of attorneys' fees and costs in C.R.C.P. 121(c), § 1-22 is modified as follows:

- a. Headwaters' opening motion and supporting materials will be filed within 45 days of the entry of this Order;
- b. GRMD's response in opposition and supporting materials will be filed within 35 days of Headwaters' opening motion;

- c. Headwaters' reply brief and any supporting materials will be filed within 21 days of GRMD's response in opposition; and
- d. Any party may request a hearing within 14 days of Headwaters' reply brief.

The Court approves and makes an order of the Court the parties' Stipulation Regarding Dismissal of Certain Claims and Process for Resolution of Remaining Claims and Issues filed on March 27, 2025. If there is a conflict between this order and the parties' Stipulation, the Stipulation will govern.

DATED this 28th day of March, 2025.

BY THE COURT:

A handwritten signature in cursive script that reads "Mary C. Hoak". The signature is written in black ink and is positioned centrally below the text "BY THE COURT:".

Mary C. Hoak, District Court Judge