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[illegible]

One final question - We note in the below picture that the fence line is not exactly on the property line. Once the development is built, will homeowners no longer be allowed to move their fences onto their property lines?

Best regards,

D

David Tschetter- CEO



On Mar 7, 2025, at 11:13 AM, KENT STEINES [REDACTED] wrote:

Dave - Just moving this e-mail request to the top of your in-box.

Molly - Based upon the screenshot below, can you please let us know when the Arcadia Creek HOA will take ownership of Christensen Lane?

Thanks,  
D.J.

On 03/04/2025 7:31 PM MST KENT STEINES [REDACTED] wrote:

David,

Thank you for the timely response.

I have reviewed the documents that are part of the public record. Unfortunately, I cannot decipher what material changes are being made to the inlets or the pipe. Is there a specific document that you can point me to which discusses these changes?

In addition, can you also point me to the specific document that discusses that Arcadia Creek will take over responsibility for the drainage from Coventry?

Thanks,  
D.J.

On 03/03/2025 5:45 PM MST David Tschetter [REDACTED] wrote:

Good evening, Kent

Thank you for contacting us regarding the drainage issues on Christensen Lane.

Our submittal documents to the county answer all of your questions regarding the drainage and how we mitigated those issues in detail. These documents are part of the public record, which you can access, and we encourage you to review them.

Specifically to question 1a. Yes, we are making significant changes to the inlets. The details and engineering can be found in our submittal documents.

Specifically to question 1b. Yes, Arcadia Creek will be maintaining the drainage in the future as defined in our plat.

Specifically to question 2. No, Arcadia Creek is not responsible for fences on private property.

The purpose of the public meeting on March 18th is to present our community in detail to the Planning Commission and the public. I have notified the management company for the Coventry HOA of this hearing, and they are welcome to participate and learn all about our community. Should there be a need to meet with them at a later date, sometime after our hearings, I would make myself available to address the board.

Thank you again for your interest.

D

David Tschetter- CEO



On Mar 1, 2025, at 5:32 PM, KENT STEINES [REDACTED] wrote:

Mr. Tschetter,

As Arcadia Creek moves forward, we have a few questions regarding Christensen Lane that we are hoping you can answer.

1. We know that you are very concerned about the water leaving Coventry that goes through the drains located on Christensen Lane and then subsequently into Coon Creek (see attached Exhibit 4). Coventry has properly maintained these drainage issues for several decades. We are unclear what your plans are associated with the drainage issues from Coventry. Can you please explain the following:
  - a. Do you plan to make any adjustments to the current drains that leave Coventry and go onto Christensen Lane? If so, can you please provide a clear description of what you plan to do with the drains? In addition, we assume that you have worked with a water engineer to confirm that you are not creating any additional issues? If so, can you please provide their assessment of the situation, along with their recommendations?
  - b. Going forward, now that Arcadia Creek will have made "improvements" to the drainage issues, can you please confirm that Arcadia Creek will now be responsible for any and all drainage issues associated with water leaving Coventry?
2. Coventry has a fence that borders Christensen Lane. Now that Arcadia Creek will own Christensen Lane from Leawood to Fox Hollow, we assume that you will also be willing to assist Coventry with any maintenance of the fences on the north side of Christensen Lane?

We would be happy to introduce you to the Coventry Board so that you can come and present your plans.

Thank you for your time on the above issues.

Kent and D.J. Steines



March 16, 2020

Barnabas Kane  
CONSILIUM DESIGN  
2755 South Locust Street, Suite 236  
Denver CO 80222  
[REDACTED]

RE: Arcadia Creek – Variance Requests to the Private Access

Dear Barnabas:

The Arapahoe County Technical Review Committee (TRC) including Southeast Metro Stormwater Authority (SEMSWA) on February 26, 2020 for a regularly scheduled meeting to discuss the variance requests related to the private access for the Arcadia Creek Development (Development), located in the Jefferson County.

The two requests are:

- a. Variance request to the County's standard private roadway cross section
- b. Variance request to modify the private access roadway within the 100-year floodplain

The private roadway is defined by the County as any roadway, serving two or more residential lots, which will not be maintained by Arapahoe County. The private roadways shall be placed in a tract of common ownership (typically a Homeowner's Association for residential property). It appears that the court cases for the Development are silent on the title in any ownership for the access roadway, and just identified the properties that are allowed to use it.



**From:** [Ceila Rethamel](#)  
**To:** [Bob Lazzeri](#)  
**Cc:** [Molly Orkild-Larson](#); [Elizabeth Lazzeri](#)  
**Subject:** RE: Drainage  
**Date:** Thursday, March 20, 2025 7:33:54 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image006.png](#)

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The FHAD report is available on Mile High Flood District's website and I believe you can review that information. The location is <https://onbase.mhfd.org/mapsearch/> and you just need to zoom into your location on the map. Once there you should be able to query the database to find the documents available. You are looking for the 2008 FHAD and master plan for Dutch Creek which will include the Coon Creek confluence. I received the files yesterday and they are very large, so I won't be able to email them to you.



## ARAPAHOE COUNTY

Ceila Rethamel, PE, PMP, CWP  
Engineering Services Division Manager  
O: 720-874-6500 | D: 720-874-6541  
[Arapahoeco.gov](http://Arapahoeco.gov)

---

**From:** Bob Lazzeri [REDACTED]  
**Sent:** Thursday, March 20, 2025 7:22 AM  
**To:** Ceila Rethamel <CRethamel@arapahoegov.com>  
**Cc:** Molly Orkild-Larson <MOrkild-Larson@arapahoegov.com>; Elizabeth Lazzeri [REDACTED]  
**Subject:** RE: Drainage

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Thank you. Still a bit confusing for me. Is it possible to send me "Modeled Flows" and the FHAD report or share links where I can find them?

Many thanks Ceila.

Bob Lazzeri  
Latigo Capital, LLC  
[REDACTED]

---

**From:** Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>  
**Sent:** Wednesday, March 19, 2025 1:12 PM  
**To:** Bob Lazzeri [REDACTED]  
**Cc:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Elizabeth Lazzeri [REDACTED]  
**Subject:** RE: Drainage

Hi Bob,

No new study, just that the flows that were modeled were for full buildout on the stream which I'm not aware all of the buildout upstream has been developed. There is not a new study pending, just that the existing FHAD and master plan have taken into account a potentially larger flow.

Did that answer your question?  
Ceila



## ARAPAHOE COUNTY

Ceila Rethamel, PE, PMP, CWP  
Engineering Services Division Manager  
O: 720-874-6500 | D: 720-874-6541  
[Arapahoeco.gov](http://Arapahoeco.gov)

---

**From:** Bob Lazzeri [REDACTED]  
**Sent:** Wednesday, March 19, 2025 1:03 PM  
**To:** Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>  
**Cc:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Elizabeth Lazzeri [REDACTED]  
**Subject:** Re: Drainage

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Hi Celia. Thank you for getting back to me.

First, I would appreciate both of the reports if you don't mind.

I thought I heard you mention last evening that there was one water flow study that was still in process? Was that correct? If there is one still pending that would be very helpful.

As you are aware, all of the improvements start just to the west of my property so I appreciate all you can provide as we try and understand the downstream impact.

Thank you,  
Bob

Bob Lazzeri  
Latigo Capital, LLC



On Mar 19, 2025, at 10:44 AM, Ceila Rethamel  
<[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)> wrote:

Hello Bob,

Are you asking about the one completed for the project or the one that was completed by Mile High Flood District?

Ceila

<image002.png>

Ceila Rethamel, PE, PMP, CWP  
Engineering Services Division Manager  
O: 720-874-6500 | D: 720-874-6541  
[Arapahoeco.gov](http://Arapahoeco.gov)

<image001.png>

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**From:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>  
**Sent:** Wednesday, March 19, 2025 10:39 AM  
**To:** Bob Lazzeri [REDACTED]  
**Cc:** Elizabeth Lazzeri [REDACTED]; Ceila Rethamel  
<[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>  
**Subject:** RE: Drainage

Bob:

It was pleasure to meet you too.

The County engineer that presented last night is Ceila Rethamel. Her email is listed under cc: of this email.

Thanks,

<image005.png>

**Molly Orkild-Larson**, RLA, AICP  
Principal Planner  
Public Works and Development  
Planning Division  
6924 S. Lima Street, Centennial, CO 80112  
Office: 720-874-6658  
Email: [morkild-larson@arapahoegov.com](mailto:morkild-larson@arapahoegov.com)

---

**From:** Bob Lazzeri [REDACTED]  
**Sent:** Wednesday, March 19, 2025 9:54 AM  
**To:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>  
**Cc:** Elizabeth Lazzeri [REDACTED]  
**Subject:** Drainage

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Molly. It was a pleasure meeting you yesterday.

During the meeting, your engineer (I apologize I forgot her name) mentioned a drainage study was forthcoming.

This is obviously critical to my interest as the improvements are all done basically from my property upstream.

Can you please let me know who is doing this and how I can get on their distribution list?

Many thanks,

Bob

**From:** [KENT STEINES](#)  
**To:** [Ceila Rethamel](#); [Molly Orkild-Larson](#); [REDACTED]  
**Subject:** RE: Fwd: Re: Coventry Drainage Issues and fence  
**Date:** Thursday, March 20, 2025 2:51:32 PM  
**Attachments:** [image.png](#)  
[image007.png](#)  
[image001.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)  
[image015.png](#)

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Thank you very much for the quick response.  
Yesterday, we asked three specific questions:

1. Can you please explain how the open pan coming out nine feet into Christensen Lane will coincide with the four foot walkway?
2. Can you please confirm that this walkway will go through to the homes in Arcadia Creek?
3. Once the development is built, will homeowners no longer be allowed to move their fences onto their property lines

We understand that the Developer should be able to answer Question #2 above. However, we would expect Arapahoe County to answer Questions #1 and #3.

**Question #1** - The Developer has stated repeatedly that he would like to keep the trees mentioned below on Christiansen Lane, but that Arapahoe County Engineering is requiring him to remove these trees. The below picture clearly shows the open pan coming out nine feet onto Christensen Lane right next to a tree that Arapahoe County Engineering is asking to be removed. The Developer has clearly stated that he is not touching the Open Pan. Our question is why is Arapahoe County Engineering requiring the trees to be removed if the Open Pan is staying?

We understand that Arapahoe County Engineering has reviewed the four foot sidewalk. We would appreciate Arapahoe County's views on how the four foot sidewalk coincides with the Open Pan.



**Question #3** – We are not sure if the Developer should be the one who answers whether or not homeowners will be able to move their fences onto their property line once Arcadia Creek modifies Christensen Lane. Just to confirm, Arapahoe County believes that the Developer will be the one who decides whether or not homeowners along the Lane are able to move privately owned fences to their respective property lines?

Thanks again for your time,

Kent and D.J. Steines

On 03/20/2025 8:40 AM MDT Ceila Rethamel <[crethamel@arapahoegov.com](mailto:crethamel@arapahoegov.com)> wrote:

Molly, Kent,

I was going to let David speak to this since it's his design.



Ceila Rethamel, PE, PMP, CWP

Engineering Services Division Manager

**From:** [KENT STEINES](#)  
**To:** [David Tschetter](#)  
**Cc:** [Ceila Rethamel](#); [Molly Orkild-Larson](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Monday, March 24, 2025 9:15:41 PM  
**Attachments:** [image.png](#)  
[PastedGraphic-3.png](#)

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David,

Maybe part of the confusion on the sidewalk relates to the fact that the below documents still show the sidewalk going south from Christensen Lane towards the two homes in Arapahoe County:

1. 5-PM22-006-RESPONES\_4-PM22-006-ARCDIACREEK\_ARAPAHOE\_CDS-2024-1024(1);  
AND
2. 5-PM22-006-ARCADIA CREEK\_CONSTRUCTION DOCUMENTS\_2025-106

I wonder if Arapahoe County Public Works does not have the most recent construction documents? Is there another construction document that Arapahoe County Public Works and the Public should be reviewing which shows the sidewalk on Christiansen Lane, but does not show the sidewalk going south from Christiansen Lane towards the Arcadia Creek homes in Arapahoe County?

#### OPEN PAN ONTO CHRISTIANSEN LANE

More concerning to us is the clarification around the Open Pan that extends seven to nine feet onto Christiansen Lane. Based upon the screen shot below, and to make sure that we are saying the same thing, can you please confirm that you will not touch/modify the "Coventry" Open Pans that extend onto Christiansen Lane? Your statement is read that the drainage pans on Christiansen Lane will remain as-is (i.e you are not touching the open pan that currently sits on Christiansen Lane). We would just like confirmation (we assume that the Engineer is not needed for this question).

2. We note that the open pans leave Coventry and extend onto Christiansen Lane approximately five feet. Will you be modifying the open pans that drain into the Inlet? Or, will your only material modification to the drainage system will be replacing the Inlets?

No work is proposed within Coventry, drainage pans will remain as-is, all work contained within the boundaries of the lane.

We appreciate your time in confirming the facts associated with this development.

Thanks,

Kent and D.J.

On 03/24/2025 6:01 PM MDT David Tschetter [REDACTED] wrote:

Gentlemen,

The improvements to Christensen Lane extend from the northern property line, which includes homes in Coventry, to the southern property lines of homes in Fox Hollow and other properties bordering the south side of the Lane. Homeowners have the right to relocate a fence as long as it is situated on their property. None of the improvements to Christensen Lane encroach on any private property, and we have identified the property pins along the lane to ensure improvements remain in the designated easement.

There is no sidewalk along the private drive, and our construction plans include pedestrian access through the west entrance to Arcadia Creek, which has been consistent in at least our last three submissions. The improvement of the pedestrian walkway from Christensen Lane at the intersection of Christensen, Sheridan, and Leawood allows pedestrians to reach the public sidewalk at that intersection, travel west, enter Arcadia Creek property at our west entrance, and then navigate through the neighborhood to the trailhead located by the barn on our



property.

Now that I have addressed these two questions, your remaining question regarding the pans and drainage after leaving the Coventry property will be addressed once my engineer returns from vacation.

I hope you have a pleasant evening.

d

David Tschetter- CEO



On Mar 24, 2025, at 1:16 PM, KENT STEINES [REDACTED] wrote:

David,

Thanks for your response.

Can you answer if there is a sidewalk connecting Christiansen Lane to the homes in Arapahoe County (as shown below), as well as whether homeowners along Christiansen Lane will be restricted from moving their fences to their property lines once the development is built-out?

Or, is the Engineer the only person who may know the above information?

Thanks,

Kent and D.J. Steines

On 03/24/2025 10:06 AM MDT David Tschetter

[REDACTED] wrote:

Good morning DJ

Our engineer is out of town on spring break with his family and when he returns, once he has had the opportunity to review this I will respond to your email.

Have a blessed week

D

David Tschetter

Qwizzle



Sent from my iPhone

On Mar 24, 2025, at 10:03 AM, David Tschetter

[REDACTED] wrote:

Good Morning,

David Tschetter

Qwizzle

720.675.7422



Sent from my iPhone

On Mar 24, 2025, at 9:47 AM, KENT  
STEINES [REDACTED] wrote:

**From:** [KENT STEINES](#)  
**To:** [David Tschetter](#)  
**Cc:** [Ceila Rethamel](#); [Molly Orkild-Larson](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Monday, March 24, 2025 1:16:51 PM

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David,  
Thanks for your response.  
Can you answer if there is a sidewalk connecting Christiansen Lane to the homes in Arapahoe County (as shown below), as well as whether homeowners along Christiansen Lane will be restricted from moving their fences to their property lines once the development is built-out?  
Or, is the Engineer the only person who may know the above information?  
Thanks,  
Kent and D.J. Steines

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D

David Tschetter

Qwizzle



Sent from my iPhone

**From:** David Tschetter  
**To:** KENT STEINES  
**Cc:** Celia Bethamel; Molly Orkild-Larson  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Tuesday, March 25, 2025 4:06:52 PM  
**Attachments:** PashedfGranhir-3.png  
image.png

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Gentlemen,

Thank you for providing the names of the documents you're reviewing. To clarify, what you refer to as a sidewalk is the existing 5x3' elliptical pipe. Please look at the legend on sheets C3.1 and C4.0 in both sets of documents for further clarification.

We are not on the same page regarding the open pans on Christensen Lane, so let's align. My previous response meant that we would not modify any drainage pans located in Coventry or on private property. It did not imply that we will not modify the pans once they encroach into the Lane. Our work is within the lane's easement limits, and we will modify the pans within those limits to ensure proper drainage when we install the improved inlets.

As mentioned, Arcadia Creek will be solely responsible for maintaining the lane section we are improving as part of our minor subdivision application. This resolves any uncertainty regarding the future maintenance of the lane, including any responsibilities Coventry may have had in the past.

Thanks,

D

David Tschetter- CEO

2



On Mar 24, 2025, at 9:15 PM, KENT STEINES wrote:

David,

Maybe part of the confusion on the sidewalk relates to the fact that the below documents still show the sidewalk going south from Christensen Lane towards the two homes in Arapahoe County:

1. 5-PM22-006-RESPONSE\_4-PM22-006-ARCDIACREEK\_ARAPAHOE\_CDS-2024-1024(1); AND
2. 5-PM22-006-ARCADIA CREEK\_CONSTRUCTION DOCUMENTS\_2025-106

I wonder if Arapahoe County Public Works does not have the most recent construction documents? Is there another construction document that Arapahoe County Public Works and the Public should be reviewing which shows the sidewalk on Christiansen Lane, but does not show the sidewalk going south from Christiansen Lane towards the Arcadia Creek homes in Arapahoe County?

OPEN PAN ONTO CHRISTIANSEN LANE

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We appreciate your time in confirming the facts associated with this development.

Thanks,

Kent and D.J.

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There is no sidewalk along the private drive, and our construction plans include pedestrian access through the west entrance to Arcadia Creek, which has been consistent in at least our last three submissions. The improvement of the pedestrian walkway from Christensen Lane at the intersection of Christensen, Sheridan, and Leawood allows pedestrians to reach the public sidewalk at that intersection, travel west, enter Arcadia Creek property at our west entrance, and then navigate through the neighborhood to the trailhead located by the barn on our property.

Now that I have addressed these two questions, your remaining question regarding the pans and drainage after leaving the Coventry property will be addressed once my engineer returns from vacation.

I hope you have a pleasant evening.

d

David Tschetter- CEO

Direct: 720-675-7422

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David,

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Or, is the Engineer the only person who may know the above information?

Thanks,

Kent and D.J. Steines

On 03/24/2025 10:06 AM MDT David Tschetter wrote:

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Our engineer is out of town on spring break with his family and when he returns, once he has had the opportunity to review this I will respond to your email.

Have a blessed week

D

David Tschetter

Qwizzle

720.675.7422

Sent from my iPhone

On Mar 24, 2025, at 10:03 AM, David Tschetter wrote:

Good Morning,  
David Tschetter

**From:** [David Tschetter](#)  
**To:** [KENT STEINES](#)  
**Cc:** [Ceila Rethamel](#); [Molly Orkild-Larson](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Saturday, April 5, 2025 2:10:10 PM  
**Attachments:** [PastedGraphic-3.png](#)

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Good Afternoon, Gentlemen,

All the information you're requesting is already available for your review within our submittals.

The construction documents include everything required, including the structural engineering for the inlets and the full drainage report. There is no additional drainage information beyond what has already been submitted.

As a reminder, I previously provided guidance on how to locate specific documents: construction documents are labeled with "CD" in the naming convention, inlet details are under "Inlets," and drainage materials are under "Drainage." Please refer to those sections accordingly.

Best regards,

d

David Tschetter- CEO



On Apr 4, 2025, at 5:32 PM, KENT STEINES  wrote:

Dave,

Thanks for the clarification on how Arcadia Creek interprets the Open Pans on Christensen Lane.

Do you have an idea on when your Engineer will be able to provide a view into the drainage system layout on Christensen Lane?

Have a good weekend,

D.J.

**From:** [KENT STEINES](#)  
**To:** [David Tschetter](#)  
**Cc:** [Ceila Rethamel](#); [Molly Orkild-Larson](#); [KENT STEINES](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Sunday, May 11, 2025 7:28:54 PM  
**Attachments:** [PastedGraphic-3.png](#)

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Ceila and Molly,

Arcadia Creek originally represented that they are not going to modify the Coventry Open Pans that extend out onto Christensen Lane. Arcadia Creek has now clarified this statement and that Arcadia Creek will be modifying the open pan that is currently in Christensen Lane.

Please note the following:

1. Coventry HOA paid for and installed this drainage system over 40 years ago.
2. These open pans are the property of Coventry HOA and have been properly maintained by Coventry HOA.
3. During the past 40 years, there has not been one complaint or issue brought to Coventry HOA regarding the drainage system.
4. Arcadia Creek's drainage report states that the current pipe are in excellent condition.

Our concern is that should there be an issue with the modified drainage system that Arcadia Creek is proposing, then Coventry may be held legally responsible for a system modified by Arcadia Creek.

Can you please let us know who at Arapahoe County is giving Arcadia Creek permission to modify the Coventry Drainage system that is on Christensen Lane without taking over the legal obligations associated with the drainage system?

Thanks,

Kent and D.J.

On 04/05/2025 2:09 PM MDT David Tschetter [REDACTED] wrote:

Good Afternoon, Gentlemen,

All the information you're requesting is already available for your review within our submittals.

The construction documents include everything required, including the structural engineering for the inlets and the full drainage report. There is no additional drainage information beyond what has already been submitted.

As a reminder, I previously provided guidance on how to locate specific documents: construction documents are labeled with "CD" in the naming convention, inlet details are under "Inlets," and drainage materials are under "Drainage." Please refer to those sections accordingly.

Best regards,

d

David Tschetter- CEO  
[REDACTED]



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Dave,

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Do you have an idea on when your Engineer will be able to provide a view into the drainage system layout on Christensen Lane?

Have a good weekend,

D.J.

On 03/25/2025 4:06 PM MDT David Tschetter [REDACTED] wrote:

Gentlemen,

Thank you for providing the names of the documents you're reviewing. To clarify, what you refer to as a sidewalk is the existing 5x3' elliptical pipe. Please look at the legend on sheets C3.1 and C4.0 in both sets of documents for further clarification.

We are not on the same page regarding the open pans on Christensen Lane, so let's align. My

**From:** [KENT STEINES](#)  
**To:** [Ceila Rethamel](#); [Molly Orkild-Larson](#)  
**Cc:** [KENT STEINES](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Wednesday, May 14, 2025 12:31:05 PM  
**Attachments:** [PastedGraphic-3.png](#)

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Ceila and Molly,

In addition to the below request, it appears as though a variance was provided regarding the county's standards requiring a 4' sidewalk for private roads in 2022. Can you please provide what Arcadia Creek submitted to Arapahoe County for this Variance request, as well as Arapahoe County's response?

Thanks,

D.J. and Kent Steines

On 05/11/2025 7:28 PM MDT KENT STEINES [REDACTED] wrote:

Ceila and Molly,

Arcadia Creek originally represented that they are not going to modify the Coventry Open Pans that extend out onto Christensen Lane. Arcadia Creek has now clarified this statement and that Arcadia Creek will be modifying the open pan that is currently in Christensen Lane.

Please note the following:

1. Coventry HOA paid for and installed this drainage system over 40 years ago.
2. These open pans are the property of Coventry HOA and have been properly maintained by Coventry HOA.
3. During the past 40 years, there has not been one complaint or issue brought to Coventry HOA regarding the drainage system.
4. Arcadia Creek's drainage report states that the current pipe are in excellent condition.

Our concern is that should there be an issue with the modified drainage system that Arcadia Creek is proposing, then Coventry may be held legally responsible for a system modified by Arcadia Creek.

Can you please let us know who at Arapahoe County is giving Arcadia Creek permission to modify the Coventry Drainage system that is on Christensen Lane without taking over the legal obligations associated with the drainage system?

Thanks,

Kent and D.J.

On 04/05/2025 2:09 PM MDT David Tschetter [REDACTED] wrote:

Good Afternoon, Gentlemen,

All the information you're requesting is already available for your review within our submittals.

The construction documents include everything required, including the structural engineering for the inlets and the full drainage report. There is no additional drainage information beyond what has already been submitted.

As a reminder, I previously provided guidance on how to locate specific documents: construction documents are labeled with "CD" in the naming convention, inlet details are under "Inlets," and drainage materials are under "Drainage." Please refer to those sections accordingly.

Best regards,

d

David Tschetter- CEO



On Apr 4, 2025, at 5:32 PM, KENT STEINES [REDACTED] wrote:

Dave,

Thanks for the clarification on how Arcadia Creek interprets the Open Pans on Christensen Lane.

Do you have an idea on when your Engineer will be able to provide a view into the drainage system layout on Christensen Lane?

Have a good weekend,

D.J.

On 03/25/2025 4:06 PM MDT David Tschetter [REDACTED] wrote:

Gentlemen,



**From:** [David Tschetter](#)  
**To:** [KENT STEINES](#)  
**Cc:** [Celia Rethamel](#); [Molly Orkild-Larson](#); [Joseph Boateng](#); [Tiffany Clark](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Friday, May 16, 2025 3:43:04 PM  
**Attachments:** [PastedGraphic-3.png](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject: Clarification Regarding Drainage and Easement Claims -- Coventry HOA

Gentlemen,

We have addressed these issues in detail in previous submissions, and you may review our responses in the case history. Specifically, our responses are documented in Developer Response to Public Comments, 2-PM22-006 -- Response to External Comments, Public Comment 2, submitted by Ann Reuter on behalf of Coventry HOA, Item C -- Drainage. All supporting documentation is included in Exhibit 6 of that file.

To further clarify, based on your recent email:

### **1. Storm Sewer Easement Claim**

We have explicitly requested documentation from Coventry HOA supporting their claim of an easement related to the installation of the storm sewer system on Christensen Lane. To date, no documentation has been provided. In fact, no easement for the placement of the storm sewer on Christensen Lane has ever been identified by Arcadia, our title company, the City of Littleton, SEMSWA, or Arapahoe County. Nor does such an easement appear on any official survey. Coventry HOA has produced no evidence to support the assertion that it "paid for and installed this drainage system over 40 years ago."

### **2. Ownership and Maintenance of Drainage Pans**

The statement that "these open pans are the property of Coventry HOA and have been properly maintained" is not supported by the record.

First, Christensen Lane is a private road maintained through maintenance agreements. No party owns the improvements; maintenance is governed by the terms of these agreements. Coventry HOA does not "own" improvements on the Lane--at most, they would hold an easement and a maintenance obligation, neither of which has been produced by Coventry HOA.

Second, the claim that the current drainage system has been adequately maintained contradicts the documentation in Exhibit 6. That documentation clearly shows Coventry disclaimed responsibility for the system during flooding events. The correspondence demonstrates both system dysfunction and a lack of maintenance. It appears the financial burden of correcting the drainage on the Lane has deterred the necessary work - corrections that Arcadia is now undertaking and will maintain moving forward.

### **3. Claim of No Historical Complaints**

Exhibit 6 directly refutes the assertion that Coventry HOA has not received any complaints or issues regarding the drainage system in the past 40 years. It includes multiple instances of drainage-related concerns and correspondence. While Exhibit 6 focuses on issues dating back to 2016, drainage problems on Christensen Lane date back to the 1970s, when Coventry was first constructed, and are part of the county record.

### **4. Condition of Existing Drainage Pipe**

The claim that Arcadia's drainage report states the existing pipe is in "excellent condition" misrepresents the findings. On page 12 of the official drainage report ( 5-PM22-006 -- Phase III Drainage Report, Arcadia Creek, Arapahoe, 2025-0106 ), the report reads:

"Based on CCTV analysis and confirmed by SEMSWA, the existing pipe is in good condition with no known structural integrity issues."

### **Regarding Concern #1: Legal Responsibility for Drainage Modifications**

The concern that Coventry may be held legally responsible for drainage modifications made by Arcadia is fully addressed in Plat Note 13, which was mutually agreed upon with Bob Hill, the County Attorney. It clearly states:

"Improvements to Christensen Lane and private road will be maintained by the developer until such time the Homeowners' Association (HOA) takes control."

Coventry will not be responsible for our improvements; we are.

Finally, the County staff is fully informed of and supports Arcadia's proposed improvements to Christensen Lane. These improvements are being made within Arcadia's legal rights and do not impact any Coventry-owned or privately held property within Coventry.

Please let us know if you need more clarification.

Best regards,

d

David Tschetter- CEO



On May 11, 2025, at 7:28 PM, KENT STEINES [REDACTED] wrote:

Ceila and Molly,

Arcadia Creek originally represented that they are not going to modify the Coventry Open Pans that extend out onto Christensen Lane. Arcadia Creek has now clarified this statement and that Arcadia Creek will be modifying the open pan that is currently in Christensen Lane.

Please note the following:

1. Coventry HOA paid for and installed this drainage system over 40 years ago.
2. These open pans are the property of Coventry HOA and have been properly maintained by Coventry HOA.
3. During the past 40 years, there has not been one complaint or issue brought to Coventry HOA regarding the drainage system.
4. Arcadia Creek's drainage report states that the current pipe are in excellent condition.

Our concern is that should there be an issue with the modified drainage system that Arcadia Creek is proposing, then Coventry may be held legally responsible for a system modified by Arcadia Creek.

Can you please let us know who at Arapahoe County is giving Arcadia Creek permission to modify the Coventry Drainage system that is on Christensen Lane without taking over the legal obligations associated with the drainage system?

Thanks,

Kent and D.J.

**From:** [KENT STEINES](#)  
**To:** [David Tschetter](#)  
**Cc:** [Celia Bethamel](#); [Molly Orkild-Larson](#); [Joseph Boateng](#); [Tiffany Clark](#); [KENT STEINES](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Thursday, May 22, 2025 5:49:40 PM  
**Attachments:** [PastedGraphic-3.png](#)

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Just moving this e-mail request to the top of the inbox.  
Is it possible to receive this information tomorrow morning?  
Thanks,  
Kent

On 05/19/2025 8:21 PM MDT KENT STEINES [REDACTED] wrote:  
David - Thanks for offering your views on the drainage issue. Can you please provide a copy of any and all requests sent to Coventry Homeowner's Association?  
Celia and Molly – with the improved drainage system that is being proposed by Arcadia Creek, can you please let us know how much water is being captured by the current open pans, and how much additional water will be captured during a 100-year flood event under the improved system?  
Thanks,  
Kent and D.J.

**From:** [David Tschetter](#)  
**To:** [KENT STEINES](#)  
**Cc:** [Celia Rethamel](#); [Molly Orkild-Larson](#); [Joseph Boateng](#); [Tiffany Clark](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Friday, May 23, 2025 12:21:04 PM  
**Attachments:** [PastedGraphic-3.png](#)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Subject:** Follow-Up on Documentation and Drainage Questions

Gentlemen,

I want to reiterate that we have provided comprehensive documentation in support of our minor subdivision application. Many of the questions you continue to raise have been addressed in detail within these materials.

For example, regarding the Coventry HOA's claim of an easement for the drainage system in Christensen Lane, my response to Public Comments, 2-PM22-006—specifically Item C, submitted by Ann Reuter on behalf of Coventry HOA—clearly requests that any such easement documentation be provided. To date, neither we, the title company, the City of Littleton, SEMSWA, nor the County has found any record of this easement (see Exhibit 6). If this easement exists, please have Coventry HOA provide the document. If the easement demonstrates both the right and the obligation for maintenance, Coventry should be prepared to assume financial responsibility for the pipe. If not, Coventry will no longer be responsible for its maintenance after Arcadia Creek completes the improvements.

Regarding your ongoing questions about drainage, I have repeatedly directed you to our submitted drainage report. It thoroughly details all relevant information about the current and proposed drainage conditions.

I encourage you to review the submitted materials, as they answer the issues you continue to raise. If you have new or specific questions not already addressed in the documentation, please let me know.

Enjoy your holiday weekend.

Best regards,

d

David Tschetter- CEO



On May 22, 2025, at 5:49 PM, KENT STEINES  wrote:

Just moving this e-mail request to the top of the inbox.  
Is it possible to receive this information tomorrow morning?  
Thanks,  
Kent

On 05/19/2025 8:21 PM MDT KENT STEINES  wrote:

David - Thanks for offering your views on the drainage issue. Can you please provide a copy of any and all requests sent to Coventry Homeowner's Association?

Celia and Molly – with the improved drainage system that is being proposed by Arcadia Creek, can you please let us know how much water is being captured by the current open pans, and how much additional water will be captured during a 100-year flood event under the improved system?

Thanks,  
Kent and D.J.

**From:** [KENT STEINES](#)  
**To:** [David Tschetter](#)  
**Cc:** [Celia Rethamel](#); [Molly Orkild-Larson](#); [Joseph Boateng](#); [Tiffany Clark](#); [KENT STEINES](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Monday, May 26, 2025 3:33:01 PM  
**Attachments:** [PastedGraphic-3.png](#)

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David,  
Thank you very much for clarifying that you have not directly reached out to Coventry to request any information over the past seven years. One follow-up question – Should Arcadia Creek be allowed to modify the open pan drains, we understand that Arcadia Creek will take over the maintenance of the drains. Will Arcadia Creek assume the legal responsibility associated with any flooding issues that may arise after you modify they drains/build out the road?  
Please note that the question regarding the increased water that will now be captured in 100-year flood zone with your modifications to the road as well as the drains is not directed at Arcadia Creek. This request is for Celia and Molly.  
Thanks,  
Kent and D.J.

On 05/23/2025 12:20 PM MDT David Tschetter [REDACTED] wrote:  
**Subject:** Follow-Up on Documentation and Drainage Questions

Gentlemen,

I want to reiterate that we have provided comprehensive documentation in support of our minor subdivision application. Many of the questions you continue to raise have been addressed in detail within these materials.

For example, regarding the Coventry HOA's claim of an easement for the drainage system in Christensen Lane, my response to Public Comments, 2-PM22-006—specifically Item C, submitted by Ann Reuter on behalf of Coventry HOA—clearly requests that any such easement documentation be provided. To date, neither we, the title company, the City of Littleton, SEMSWA, nor the County has found any record of this easement (see Exhibit 6). If this easement exists, please have Coventry HOA provide the document. If the easement demonstrates both the right and the obligation for maintenance, Coventry should be prepared to assume financial responsibility for the pipe. If not, Coventry will no longer be responsible for its maintenance after Arcadia Creek completes the improvements.

Regarding your ongoing questions about drainage, I have repeatedly directed you to our submitted drainage report. It thoroughly details all relevant information about the current and proposed drainage conditions.

I encourage you to review the submitted materials, as they answer the issues you continue to raise. If you have new or specific questions not already addressed in the documentation, please let me know.

Enjoy your holiday weekend.

Best regards,

d

David Tschetter- CEO  
[REDACTED]



**From:** [KENT STEINES](#)  
**To:** [Molly Orkild-Larson](#); [Joseph Boateng](#); [Ceila Rethamel](#)  
**Cc:** [KENT STEINES](#); [REDACTED]  
**Subject:** Traffic Study Guarantee  
**Date:** Monday, June 2, 2025 8:51:13 AM  
**Attachments:** [image.png](#)  
[Transportation Analysis for Jefferson County.pdf](#)

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Molly,

Jefferson County stated that although the Home Owner Association (“HOAs”) bylaws would limit the Arcadia Creek housing to 55 and older that this was not legally enforceable. Jefferson County then went back to the Developer and requested that the traffic study assume that the subdivision is not limited to 55 and older. See screen shot below from Jefferson County, as well as the attached Traffic Study Jefferson County used in their planning process. The traffic increases from 108 cars to 258 cars per day – More than doubling the Developers estimate for vehicular traffic down Christiansen Lane.

We note that the traffic study provided to Arapahoe County assumes the 55 and over community. This is materially different than the treatment from Jefferson County. Two counties can view the exact same development under different parameters depending on their point of view. As an example, Jefferson County is requiring ADA compliant sidewalks. However, Arapahoe County granted a variance to Arcadia Creek so that the Developer does not have to build ADA compliant sidewalks. Anyone who has ever lived in an HOA understands that bylaws can easily be changed, especially during difficult economic times.

What guarantees, if any, has Arcadia Creek provided to Arapahoe County that once the development is approved, the HOA will not “suddenly” change to eliminate the 55 and older community requirement? We assume that there is some guarantee to protect our community, but was not able to find any support on the Website.

Thanks for your time,  
Kent and D.J.

**Kimley»Horn**

Mr. Tschetter  
July 20, 2022  
Page 2

hour basis. The morning peak hour is the highest one-hour time period of adjacent street traffic during four consecutive 15-minute intervals during the morning rush hour, between 7:00 am and 9:00 am. The afternoon peak hour is the highest one-hour time period of four consecutive 15-minute intervals between the hours of 4:00 pm and 6:00 pm representing the afternoon rush hour.

The county has no way to enforce senior housing vs normal single family detached housing. trips will be about double with normal single family residential.

**Trip Generation – Arcadia Creek Residential Development**

USE AND SIZE	Daily Trips	WEEKDAY VEHICLE TRIPS					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Senior Adult Housing – Single Family 25 Units	108	2	4	6	5	3	8

As summarized in the table, the proposed project including 25 senior adult housing single family detached units is anticipated to generate 108 weekday daily trips, of which 6 trips (one trip every 10 minutes on average) would occur during the morning peak hour and 8 trips (one trip every 7.5 minutes on average) would occur during the afternoon peak hour. As identified, this project is expected to generate an extremely low traffic generation. Of note, these volumes include all trips to and from the proposed neighborhood, made by all



**From:** [David Tschetter](#)  
**To:** [KENT STEINES](#)  
**Cc:** [Celia Reithamer](#); [Molly Orskild-Larson](#); [Joseph Boeteng](#); [Tiffany Clark](#)  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Tuesday, June 3, 2025 4:57:14 PM  
**Attachments:** [PastedGraphic-3.png](#)  
[Prelim Drainage Plan for Coventry PP and FP \(P72-047\).pdf](#)  
[image004.png](#)

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Good Evening, Gentlemen--

The document you requested was cited as a reference in our Phase III Drainage Report and was used, along with field observations, to evaluate the existing drainage patterns associated with the Coventry Subdivision. That's why it appears in the report. While it was straightforward for me to locate--and in the spirit of cooperation, I'm providing it--I want to be clear: this is a professional courtesy, not an obligation.

To be candid, I don't believe it's appropriate to expect me to serve as a research assistant on demand. All required documentation associated with our application has been properly submitted to the County and remains available through the public record. If a referenced document wasn't required for submission, then locating it falls to those who wish to review it--not to me.

Let me say this plainly: opposition to a project does not confer unlimited license to consume the time and goodwill of others in hopes of uncovering something that simply isn't there. After eight years of scrutiny across two counties, if there were a hidden flaw in our application, I suspect we would all be aware of it by now. Our plans have been studied under a microscope--and we've answered the call every step of the way.


Coventry HOA has had every opportunity to engage constructively throughout this process. You've publicly represented yourself as a spokesperson for the HOA during multiple hearings in Jefferson County and have had direct access to me for the past eight years. At any point during that time, a request to meet with the association could have been made--but it wasn't. Moreover, I've responded in detail to Ann Reuter's outreach regarding drainage, overhead utilities, and traffic. At the time, she identified herself as a board member of Coventry HOA, and both her inquiry and my comprehensive reply are part of the public record. Notably, in her January 17, 2023, email to the County, she stated, "Coventry has maintained storm drains out of our community and on to Christensen Lane through easements granted in 1979." In my response, I specifically requested supporting documentation of those easements. To date, no such documentation has been provided.

It is simply inaccurate to suggest that I haven't made efforts to communicate or request information from Coventry. The public record tells a different story.

Throughout this project, my approach has been straightforward: provide clear answers, respond in good faith, and remain open to dialogue. That's exactly what I've done. The record reflects consistent transparency and a willingness to engage--what it does not reflect is any intentional exclusion of Coventry HOA from the process. At some point, the responsibility to participate meaningfully rests with the parties raising concerns.

Lastly, I'm not going to speculate on theoretical drainage scenarios. Our engineering team has produced a certified drainage report that demonstrates significant improvement over current conditions, including a no-rise impact in the event of a 100-year storm. The report stands on its merits.

Thank you,

David Tschetter- CEO  




On May 30, 2025, at 2:44 PM, KENT STEINES  wrote:

David,  
Just moving the below e-mail request to the top of your in-box.  
In addition, could you please provide a copy of the following document:  
*Preliminary Drainage Plan, Coventry Subdivision – Frasier & Glogery, Inc. (July 9, 1973)*  
It was referenced in one of your filings, but I was not able to find it on the website.  
Thanks,  
D.J.

**From:** KENT STEINES  
**To:** Joseph Boateng; Molly Orkild-Larson; Ceila Rethamel; Joe Schiel  
**Cc:** [REDACTED] KENT STEINES  
**Subject:** RE: Traffic Study Guarantee  
**Date:** Tuesday, June 3, 2025 10:46:04 AM  
**Attachments:** image003.png  
image004.png  
image005.png

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Joseph,  
Thanks for the below. I would appreciate a response on my original questions:

1. Is there anything to stop the developer from removing the age restriction immediately after the rezoning is approved by the Arapahoe County board of County Commissioners?
2. If the answer to the above is "no" then why is Arapahoe County not requiring the developer to submit a traffic study where there is no age restriction?

Thanks,  
Kent and D.J.

On 06/03/2025 9:32 AM MDT Joseph Boateng <jboateng@arapahoegov.com> wrote:

D.J.,

The ITE (Institute of Transportation Engineers) trip generation is based on data collected from the trip generation manual, which uses the resource for estimating traffic generated by different land uses. With the land use case for Arcadia Creek is Senior Adult Housing-Single Family. Does the Traffic Impact Study attached have an age limit or restriction? I cannot talk for Jefferson County. As I stated earlier, the trip generation is derived from the ITE manual.

Joseph

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**From:** KENT STEINES [REDACTED]  
**Sent:** Monday, June 2, 2025 5:37 PM  
**To:** Joseph Boateng <jboateng@arapahoegov.com>; Molly Orkild-Larson <Morkild-Larson@arapahoegov.com>; Ceila Rethamel <CRethamel@arapahoegov.com>; Joe Schiel <jschiel@arapahoegov.com>  
**Cc:** thomas.smith; [REDACTED]; timoconnell [REDACTED]; davidltabor [REDACTED]; KENT STEINES [REDACTED]  
**Subject:** RE: Traffic Study Guarantee

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Joseph,

Thanks for the timely response.

By way of background, Jefferson County originally asked the Developer to switch from a 55 and older community to general community when Jefferson County thought that all traffic would be using Leawood Blvd. as the only access to Arcadia Creek. The original traffic study showing 250 cars going through Leawood was presented to the Jefferson County Board of County Commissioners in 2019. The original rezoning request was turned down by the Jefferson County Board of County Commissioners. The Developer then came back and assured Jefferson County that Arcadia Creek did have access to Christensen Lane. This subsequent rezoning request was approved by the Jefferson County Board of County Commissioners in 2023.

Once Jefferson County realized that basically all traffic would go down Christensen Lane, they stopped caring about a guarantee from Arcadia Creek that this development would not be age limited. This is when we would assume that Arapahoe County would pick-up this issue and require some sort of guarantee from the developer that the age restriction would not be removed.

Going back to our first e-mail on this issue, Jefferson County required that the developer remove the age restriction to determine the traffic count, as there are no guarantees that the HOA will continue with the 55 and older community for whatever reason.

Our questions are as follows:

1. Is there anything to stop the developer from removing the age restriction immediately after the rezoning is approved by the Arapahoe County board of County Commissioners?
2. If the answer to the above is "no" then why is Arapahoe County not requiring the developer to submit a traffic study where there is no age restriction?

As a side note, and not to distract anyone from the topic at hand, we do note that in the .pdf that you just provided (which was obviously submitted to Jefferson County), the developer included a **detention basin on the Arapahoe County** side of the development. The detention basin is located

in the exact area we referenced six months ago when Arcadia Creek submitted and was granted another variance request to not have a detention pond in Arapahoe County.

Thanks again for your time as we work through the logistical facts associated with this development. We appreciate Arapahoe County's support regarding the safety concerns of the residence of this area.

Kent and D.J.



On 06/02/2025 4:22 PM MDT Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)> wrote:

D.J.,

This is the most current Traffic Impact Study the county reviewed and accepted. The TIS for Jeffco was 2018 and this is 2023.

Joseph

---

From: KENT STEINES [REDACTED]

Sent: Monday, June 2, 2025 2:51 PM

To: Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)>; Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>; Joe Schiel <[JSchiel@arapahoegov.com](mailto:JSchiel@arapahoegov.com)>

Cc: [REDACTED]

**Subject:** RE: Traffic Study Guarantee

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Joseph,

Attached is the most recent traffic study that we have from Jefferson County.

We look forward to hearing what guarantees Arapahoe County has been able to secure from the Developer that were not previously provided to Jefferson County.

Thanks,

Kent and D.J.

On 06/02/2025 2:06 PM MDT Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)> wrote:

Kent,

The traffic Impact study reviewed by the county and accepted had a total of 108 vehicle trips per day. I do not have the Traffic Impact Study submitted to Jefferson County. Can you share the traffic impact study submitted to Jefferson County that states something different?

Joseph

---

**From:** KENT STEINES [REDACTED]  
**Sent:** Monday, June 2, 2025 1:30 PM  
**To:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>; Joe Schiel <[JSchiel@arapahoegov.com](mailto:JSchiel@arapahoegov.com)>  
**Cc:** [REDACTED]  
**Subject:** RE: Traffic Study Guarantee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joseph,

As your schedule permits today, could you please provide the guarantees that Arapahoe County has received from Arcadia Creek? As you can see below, we note the material differences between Jefferson County and Arapahoe County on this issue.

Thanks for your time,

Kent and D.J.

On 06/02/2025 8:54 AM MDT Molly Orkild-Larson <[morkild-larson@arapahoegov.com](mailto:morkild-larson@arapahoegov.com)> wrote:

Kent:

The engineers on the project review the traffic study and would be best suited to answer your questions. I will let Joseph, Ceila, or

Joe answer your questions.

Thanks,



**Molly Orkild-Larson, RLA, AICP**

Principal Planner

Public Works and Development

Planning Division

6924 S. Lima Street, Centennial, CO 80112

Office: 720-874-6658

Email: [morkild-larson@arapahoegov.com](mailto:morkild-larson@arapahoegov.com)

---

**From:** KENT STEINES [REDACTED]  
**Sent:** Monday, June 2, 2025 8:51 AM  
**To:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Joseph Boateng <[JBoateng@arapahoegov.com](mailto:JBoateng@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>  
**Cc:** KENT STEINES [REDACTED]; [thomas.smiti@arapahoegov.com](mailto:thomas.smiti@arapahoegov.com); [timococonnell@arapahoegov.com](mailto:timococonnell@arapahoegov.com); [davidltabor@arapahoegov.com](mailto:davidltabor@arapahoegov.com) [REDACTED]  
**Subject:** Traffic Study Guarantee

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Molly,

Jefferson County stated that although the Home Owner Association ("HOAs") bylaws would limit the Arcadia Creek housing to 55 and older that this was not legally enforceable. Jefferson County then went back to the Developer and requested that the traffic study assume that the subdivision is not limited to 55 and older. See screen shot below from Jefferson County, as well as the attached Traffic Study Jefferson County used in their planning process. The traffic increases from 108 cars to 258 cars per day – More than doubling the Developers estimate for vehicular traffic down Christiansen Lane.

We note that the traffic study provided to Arapahoe County assumes the 55 and over community. This is materially different than the treatment from Jefferson County.

Two counties can view the exact same development under different parameters depending on their point of view. As an example, Jefferson County is requiring ADA compliant sidewalks. However, Arapahoe County granted a variance to Arcadia Creek so that the Developer does not have to build ADA compliant sidewalks.

Anyone who has ever lived in an HOA understands that bylaws can easily be changed, especially during difficult economic times.

What guarantees, if any, has Arcadia Creek provided to Arapahoe County that once the development is approved, the HOA will not "suddenly" change to eliminate the 55 and older community requirement? We assume that there is some guarantee to protect our community, but was not able to find any support on the Website.

Thanks for your time,

Kent and D.J.

hour basis. The morning peak hour is the highest one-hour time period of adjacent street traffic during four consecutive 15-minute intervals during the morning rush hour, between 7:00 am and 9:00 am. The afternoon peak hour is the highest one-hour time period of four consecutive 15-minute intervals between the hours of 4:00 pm and 6:00 pm representing the afternoon rush hour.

The county has no way to enforce senior housing vs normal single family detached housing. trips will be about double with normal single family residential.

**Trip Generation – Arcadia Creek Residential Development**

USE AND SIZE	Daily Trips	WEEKDAY VEHICLE TRIPS					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Senior Adult Housing – Single Family 25 Units	108	2	4	6	5	3	8

As summarized in the table, the proposed project including 25 senior adult housing single family detached units is anticipated to generate 108 weekday daily trips, of which 6 trips (one trip every 10 minutes on average) would occur during the morning peak hour and 8 trips (one trip every 7.5 minutes on average) would occur during the afternoon peak hour. As identified, this project is expected to generate an extremely low traffic generation. Of note, these volumes include all trips to and from the proposed neighborhood, made by all



**From:** KENT STEINES  
**To:** David Tschetter  
**Cc:** Celia Bethames; Molly Orsild-Larson; Joseph Boasteng; Tiffany Clark; KENT STEINES  
**Subject:** Re: Coventry Drainage issues and fence  
**Date:** Wednesday, June 4, 2025 12:54:35 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David - Thank you for providing the document. Please see the e-mail dated March 1st, where we offered to introduce you to the Coventry HOA and for Arcadia Creek to present your plans to the Coventry neighborhood.

Molly – The Developer continues to reference [Public Comments, 2-PM22-006](#). Only recently did we become aware of this document. Can you please let us know when this document was made public? In addition, how would someone associated with the Coventry HOA know that this document, with the Developer's comments and requests, was in the public domain?

Thanks,  
Kent and D.J.

On 06/03/2025 4:56 PM MDT David Tschetter [REDACTED] wrote:

Good Evening, Gentlemen--

The document you requested was cited as a reference in our Phase III Drainage Report and was used, along with field observations, to evaluate the existing drainage patterns associated with the Coventry Subdivision. That's why it appears in the report. While it was straightforward for me to locate--and in the spirit of cooperation, I'm providing it--I want to be clear: this is a professional courtesy, not an obligation.

To be candid, I don't believe it's appropriate to expect me to serve as a research assistant on demand. All required documentation associated with our application has been properly submitted to the County and remains available through the public record. If a referenced document wasn't required for submission, then locating it falls to those who wish to review it--not to me.

Let me say this plainly: opposition to a project does not confer unlimited license to consume the time and goodwill of others in hopes of uncovering something that simply isn't there. After eight years of scrutiny across two counties, if there were a hidden flaw in our application, I suspect we would all be aware of it by now. Our plans have been studied under a microscope--and we've answered the call every step of the way.

Coventry HOA has had every opportunity to engage constructively throughout this process. You've publicly represented yourself as a spokesperson for the HOA during multiple hearings in Jefferson County and have had direct access to me for the past eight years. At any point during that time, a request to meet with the association could have been made--but it wasn't. Moreover, I've responded in detail to Ann Reuter's outreach regarding drainage, overhead utilities, and traffic. At the time, she identified herself as a board member of Coventry HOA, and both her inquiry and my comprehensive reply are part of the public record. Notably, in her January 17, 2023, email to the County, she stated, "Coventry has maintained storm drains out of our community and on to Christensen Lane through easements granted in 1979." In my response, I specifically requested supporting documentation of those easements. To date, no such documentation has been provided.

It is simply inaccurate to suggest that I haven't made efforts to communicate or request information from Coventry. The public record tells a different story.

Throughout this project, my approach has been straightforward: provide clear answers, respond in good faith, and remain open to dialogue. That's exactly what I've done. The record reflects consistent transparency and a willingness to engage--what it does not reflect is any intentional exclusion of Coventry HOA from the process. At some point, the responsibility to participate meaningfully rests with the parties raising concerns.

Lastly, I'm not going to speculate on theoretical drainage scenarios. Our engineering team has produced a certified drainage report that demonstrates significant improvement over current conditions, including a no-rise impact in the event of a 100-year storm. The report stands on its merits.

Thank you,  
David Tschetter- CEO  
[REDACTED]



On May 30, 2025, at 2:44 PM, KENT STEINES [REDACTED] wrote:

David,

Just moving the below e-mail request to the top of your in-box.

In addition, could you please provide a copy of the following document:

*Preliminary Drainage Plan, Coventry Subdivision – Frasier & Giogery, Inc. (July 9, 1973)*

It was referenced in one of your filings, but I was not able to find it on the website.

Thanks,  
D.J.

**From:** KENT STEINES  
**To:** Joseph Boateng; Molly Orkild-Larson; Ceila Rethamel; Joe Schiel  
**Cc:** thomas.smith; timoconnell; davidltabor; KENT STEINES  
**Subject:** RE: Traffic Study Guarantee  
**Date:** Friday, June 6, 2025 3:44:24 PM  
**Attachments:** image003.png  
image004.png  
image005.png

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Joseph,  
Just following up on the below e-mail.  
Thanks,  
Kent and D.J.

On 06/03/2025 10:45 AM MDT KENT STEINES <kentanddj@comcast.net> wrote:

Joseph,

Thanks for the below. I would appreciate a response on my original questions:

1. Is there anything to stop the developer from removing the age restriction immediately after the rezoning is approved by the Arapahoe County board of County Commissioners?
2. If the answer to the above is "no" then why is Arapahoe County not requiring the developer to submit a traffic study where there is no age restriction?

Thanks,

Kent and D.J.

On 06/03/2025 9:32 AM MDT Joseph Boateng <jboateng@arapahoegov.com> wrote:

D.J.,

The ITE (Institute of Transportation Engineers) trip generation is based on data collected from the trip generation manual, which uses the resource for estimating traffic generated by different land uses. With the land use case for Arcadia Creek is Senior Adult Housing-Single Family. Does the Traffic Impact Study attached have an age limit or restriction? I cannot talk for Jefferson County. As I stated earlier, the trip generation is derived from the ITE manual.

Joseph

---

**From:** KENT STEINES  
**Sent:** Monday, June 2, 2025 5:37 PM  
**To:** Joseph Boateng <jboateng@arapahoegov.com>; Molly Orkild-Larson <MOrkild-Larson@arapahoegov.com>; Ceila Rethamel <CRethamel@arapahoegov.com>; Joe Schiel <JSchiel@arapahoegov.com>  
**Cc:** thomas.smith; timoconnell; davidltabor; KENT STEINES  
**Subject:** RE: Traffic Study Guarantee

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Joseph,

Thanks for the timely response.

By way of background, Jefferson County originally asked the Developer to switch from a 55 and older community to general community when Jefferson County thought that all traffic would be using Leawood Blvd. as the only access to Arcadia Creek. The original traffic study showing 250 cars going through Leawood was presented to the Jefferson County Board of County Commissioners in 2019. The original rezoning request was turned down by the Jefferson County Board of County Commissioners. The Developer then came back and assured Jefferson County that Arcadia Creek did have access to Christensen Lane. This subsequent rezoning request was approved by the Jefferson County Board of County Commissioners in 2023.

Once Jefferson County realized that basically all traffic would go down Christensen Lane, they stopped caring about a guarantee from Arcadia Creek that this development would not be age limited. This is when we would assume that Arapahoe County would pick-up this issue and require some sort of guarantee from the developer that the age restriction would not be removed.

Going back to our first e-mail on this issue, Jefferson County required that the developer remove the age restriction to determine the traffic count, as there are no guarantees that the HOA will continue with the 55 and older community for whatever reason.

Our questions are as follows:

1. Is there anything to stop the developer from removing the age restriction immediately after the rezoning is approved by the Arapahoe County board of County Commissioners?
2. If the answer to the above is "no" then why is Arapahoe County not requiring the developer to submit a traffic study where there is no

age restriction?

As a side note, and not to distract anyone from the topic at hand, we do note that in the .pdf that you just provided (which was obviously submitted to Jefferson County), the developer included a **detention basin on the Arapahoe County** side of the development. The detention basin is located in the exact area we referenced six months ago when Arcadia Creek submitted and was granted another variance request to not have a detention pond in Arapahoe County.

Thanks again for your time as we work through the logistical facts associated with this development. We appreciate Arapahoe County's support regarding the safety concerns of the residence of this area.

Kent and D.J.



On 06/02/2025 4:22 PM MDT Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)> wrote:

D.J.,

This is the most current Traffic Impact Study the county reviewed and accepted. The TIS for Jeffco was 2018 and this is 2023.

Joseph

---

**From:** KENT STEINES

**Sent:** Monday, June 2, 2025 2:51 PM

**To:** Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)>; Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>; Joe Schiel <[JSchiel@arapahoegov.com](mailto:JSchiel@arapahoegov.com)>

**Cc:** [thomas.smith](#) [REDACTED]; [timoconnell](#) [REDACTED]; [davidltabor](#) [REDACTED] KENT STEINES [REDACTED]  
**Subject:** RE: Traffic Study Guarantee

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Joseph,

Attached is the most recent traffic study that we have from Jefferson County.

We look forward to hearing what guarantees Arapahoe County has been able to secure from the Developer that were not previously provided to Jefferson County.

Thanks,

Kent and D.J.

On 06/02/2025 2:06 PM MDT Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)> wrote:

Kent,

The traffic Impact study reviewed by the county and accepted had a total of 108 vehicle trips per day. I do not have the Traffic Impact Study submitted to Jefferson County. Can you share the traffic impact study submitted to Jefferson County that states something different?

Joseph

---

**From:** KENT STEINES [REDACTED]  
**Sent:** Monday, June 2, 2025 1:30 PM  
**To:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Joseph Boateng <[jboateng@arapahoegov.com](mailto:jboateng@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>; Joe Schiel <[JSchiel@arapahoegov.com](mailto:JSchiel@arapahoegov.com)>  
**Cc:** [thomas.smith](#) [REDACTED]; [timoconnell](#) [REDACTED]; [davidltabor](#) [REDACTED]  
**Subject:** RE: Traffic Study Guarantee

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Joseph,

As your schedule permits today, could you please provide the guarantees that Arapahoe County has received from Arcadia Creek? As you can see below, we note the material differences between Jefferson County and Arapahoe County on this issue.

Thanks for your time,

Kent and D.J.

**From:** [David Tschetter](#)  
**To:** [KENT STEINES](#)  
**Cc:** [Molly Orkild-Larson](#); [Tiffany Clark](#); [Joseph Boateng](#)  
**Subject:** Re: Arcadia Creek connecting with Sheridan Blvd.?  
**Date:** Tuesday, June 10, 2025 1:44:31 PM  
**Attachments:** [PastedGraphic-3.png](#)  
[image002.png](#)  
[image003.png](#)  
[image001.png](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject: Clarification on Arcadia Access and Planning

Good Afternoon, Gentlemen

Our decisions regarding the development of Arcadia--including how we've approached access and planning--have always been guided by what best suits the project's goals and complies with the regulatory requirements of both counties.

Over the past eight years, I've hosted multiple public meetings--held at schools, libraries, and other community venues--and you've participated in each. Early on, the suggestion of extending Sheridan south was raised. My response then is the same today. Arcadia has two legal and functional access points: Leawood Drive and Christensen Lane. Our access to the Lane is **\*\*unrestricted, unlimited, and permanent\*\***. Moreover, the Jefferson County Comprehensive Master Plan clearly states: \_ "Where physical constraints exist, the priority should be to avoid these areas," \_ and that \_ "floodplains should be preserved, to the extent possible." \_ Extending Sheridan would have introduced substantial environmental and engineering complications without necessity. Simply put, it was never required--and it was never practical.

I understand that, given the proximity of your home, you may prefer Arcadia not use Christensen Lane. But preference does not override established property rights or land use law.

You've continued to raise safety concerns regarding the Lane. While I respect your viewpoint, our traffic and engineering assessments provide a fuller, data-driven picture. Our section of the Lane will be the only one to include a **\*\*dedicated pedestrian walkway protected by bollards\*\***. It will also see the **\*\*lowest traffic volumes\*\*** anywhere along the Lane. These improvements--designed specifically for pedestrian safety--make the western segment demonstrably **\*\*safer and more walkable\*\*** than the rest of the corridor.

Regarding the culvert on our property: it failed in June 2021. In collaboration with Mile High Flood District and SEMSWA, we developed a replacement design that meets a 10-year storm threshold. This solution not only resolves the issue but improves drainage basin-wide. Our drainage plan and flood model support that conclusion.

I recognize your continued opposition to this project, and you're entitled to it. But after **\*\*eight years of rigorous review across two counties\*\***, it's fair to say that if there were a critical flaw

in our application, it would have surfaced by now. The record reflects that.

I remain committed to open, respectful dialogue, and I appreciate your ongoing engagement--even when we disagree.

Best regards,

d

David Tschetter- CEO



On Jun 9, 2025, at 3:51 PM, Molly Orkild-Larson <MOrkild-Larson@arapahoegov.com> wrote:

David:

I thought this concept of connecting to Sheridan was discussed at the beginning of your project. Could you reach out to Kent and explain why this alternative wasn't considered?

**Molly Orkild-Larson**, RLA, AICP  
Principal Planner  
Public Works and Development  
Planning Division  
6924 S. Lima Street, Centennial, CO 80112  
Office: 720-874-6658  
Email: [morkild-larson@arapahoegov.com](mailto:morkild-larson@arapahoegov.com)

---

**From:** KENT STEINES [REDACTED]  
**Sent:** Monday, June 9, 2025 1:05 PM  
**To:** Tiffany Clark <[tclark@semswa.org](mailto:tclark@semswa.org)>; [davidltabor](mailto:davidltabor) [REDACTED];  
[timoconnell](mailto:timoconnell) [REDACTED]; [thomas.smith](mailto:thomas.smith) [REDACTED]; JOHN BRITTAN  
[REDACTED]  
**Cc:** Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Joseph Boateng  
<[JBoateng@arapahoegov.com](mailto:JBoateng@arapahoegov.com)>; Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>;  
KENT STEINES [REDACTED]  
**Subject:** RE: Arcadia Creek connecting with Sheridan Blvd.?

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attachments unless you recognize the sender and know the content is safe.

Tiffany,

Thank you for getting back to us on the issue. We have never dealt this type of situation before, so we appreciate your patience.

We are looking for safer alternatives for the Arcadia Creek Development. It appears that Arapahoe County Public Works is not familiar with connecting Arcadia Creek with Sheridan to the south as the Developer has never approached Arapahoe County about this safe opportunity.

The Developer submitted a variance request to put a 10-year culvert in a 100-year flood zone. We assume that someone from your group reviewed and approved this bridge/culvert/crossing. Could you please provide us this person's name as maybe they are familiar with the project and could answer our questions?

We are simply looking to see if there are any obvious reasons why the Developer could not build a road to safely connect Arcadia Creek with Sheridan Blvd. to the south.

Thanks again for your time.

Have a great week,

Kent and D.J.

On 06/04/2025 9:01 AM MDT Tiffany Clark <[tclark@semswa.org](mailto:tclark@semswa.org)>  
wrote:

Good Morning, Kent,

Thank you for your question. As I am not part of the project team, I cannot answer this question because there are several things that need to be considered, such as grading, roadway design, property/easements, drainage, other site constraints, etc.... If it could be designed, it would need to meet all respective (Jefferson County and Arapahoe County) criteria for a new roadway, including floodplain criteria.

**Tiffany Clark, PE, CFM**  
**Land Development Engineering Manager**

**Southeast Metro Stormwater Authority (SEMSWA)**

7437 S. Fairplay St | Centennial, CO 80112

Office: 303-858-8844 | Direct: 303-967-0226

[semswa.org](https://semswa.org)

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---

**From:** KENT STEINES [REDACTED]

**Sent:** Friday, May 30, 2025 2:38 PM

**To:** Tiffany Clark <[tclark@semswa.org](mailto:tclark@semswa.org)>; [davidltabor](#) [REDACTED];  
[timoconnell](#) [REDACTED]; [thomas.smith](#) [REDACTED]; JOHN  
BRITTAN [REDACTED]

**Subject:** Arcadia Creek connecting with Sheridan Blvd.?

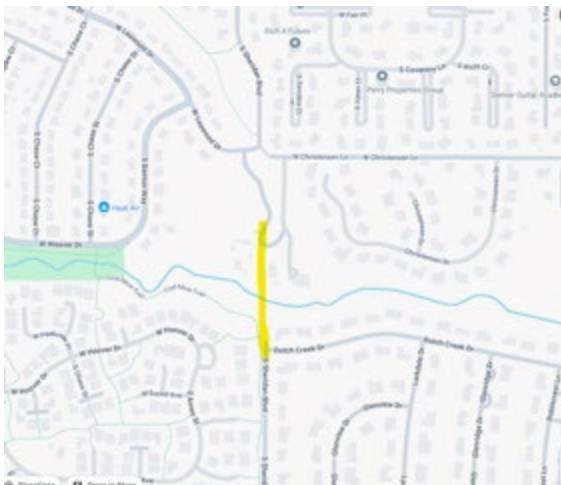
Tiffany,

We hope that this e-mail finds you well.

As depicted in the screen shot below (highlighted in yellow), is it possible for Arcadia Creek to build a road across the stream and connect the development with Sheridan Blvd to the south, which would allow access to Coal Mine Road?

Thanks,

Kent and D.J. Steines



**ARAPAHOE COUNTY**



**From:** [Molly Orkild-Larson](#)  
**To:** [KENT STEINES](#)  
**Cc:** [David Tschetter](#)  
**Subject:** RE: Coventry Drainage issues and fence  
**Date:** Tuesday, June 17, 2025 9:59:00 AM  
**Attachments:** [image001.png](#)

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Kent:

I tried to send you the 2-PM22-006-Response to External Comments, but it's so large it bounced back. The applicant's response to public comments is addressed under this document. I went into Accela to check to see if you could access this document, and you can. Let me know if you have any questions.



## ARAPAHOE COUNTY

**Molly Orkild-Larson**, RLA, AICP  
Principal Planner  
Public Works and Development  
Planning Division  
6924 S. Lima Street, Centennial, CO 80112  
Office: 720-874-6658  
Email: [morkild-larson@arapahoegov.com](mailto:morkild-larson@arapahoegov.com)

---

**From:** KENT STEINES [REDACTED]  
**Sent:** Friday, June 13, 2025 3:45 PM  
**To:** David Tschetter [REDACTED]  
**Cc:** Ceila Rethamel <[CRethamel@arapahoegov.com](mailto:CRethamel@arapahoegov.com)>; Molly Orkild-Larson <[MOrkild-Larson@arapahoegov.com](mailto:MOrkild-Larson@arapahoegov.com)>; Joseph Boateng <[JBoateng@arapahoegov.com](mailto:JBoateng@arapahoegov.com)>; Tiffany Clark <[tclark@semswa.org](mailto:tclark@semswa.org)>  
**Subject:** Re: Coventry Drainage issues and fence

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Molly,

We are just following up on the below request. We know that you are rather busy, but as this is moving forward rather quickly, we would appreciate your help, as we cannot locate this document on the public website.

Thanks,

Kent and D.J.

On 06/04/2025 12:54 PM MDT KENT STEINES [REDACTED] wrote:

David - Thank you for providing the document. Please see the e-mail dated March 1st, where we offered to introduce you to the Coventry HOA and for Arcadia Creek to present your plans to the Coventry neighborhood.

Molly – The Developer continues to reference [Public Comments, 2-PM22-006](#). Only recently did we become aware of this document. Can you please let us know when this document was made public? In addition, how would someone associated with the Coventry HOA know that this document, with the Developer's comments and requests, was in the public domain?

Thanks,

Kent and D.J.

June 24, 2025

**Via E-mail (Rcarl@arapahoegov.com)**

Ronald A. Carl, Esq.  
Arapahoe County Attorney  
Arapahoe County Attorney's Office  
5334 South Prince Street  
Littleton, Colorado 80120

Re: PM22-006: Minor Subdivision Plat for Arcadia Creek LLC

Dear Mr. Carl:

Our firm represents Ivar A. Larsen and Anne Larsen, the owners of 5090 West Christensen Lane, Littleton, Colorado 80123. In advance of the public hearing on July 8, 2025, we provide the following comments, which we request that you make part of the record and that you provide to the county commissioners. There are three issues addressed in this letter: (1) the Christensen Lane Access Easement is too narrow to meet Arapahoe County transportation regulations; (2) Arcadia Creek does not have the right to remove trees within the Christensen Lane Access Easement; and (3) Arcadia Creek has no right to use the Larsens' property for construction or any other purpose.

### **I. Christensen Lane Easement - Background**

The access rights (the "Christensen Lane Easement") over Christensen Lane that are relied upon by Arcadia Creek for its development are defined under a Settlement Agreement resolving Arapahoe County District Court Case No. 1992CV2564 ("Christensen Lane Settlement Agreement"), the Order for Entry of Final Judgment in that case ("Final Judgment"), and the Order from Arapahoe County District Court Case No. 2019CV31104 dated July 13, 2020 ("2020 Court Order"). The Christensen Lane Settlement Agreement is attached.

The Christensen Lane Settlement Agreement was recorded on February 25, 1994 at Reception No. 94029892 and Book 7428 and Page 631 in the records of the Arapahoe County Clerk and Recorder. The Final Judgment was recorded on July 6, 1993 at Reception No. 93084535 and Book 7013 and Page 664 and on November 3, 1993 at Reception No. 93153224 and Book 7224 and Page 676 in the records of the Arapahoe County Clerk and Recorder.

### **II. Christensen Lane Easement - Insufficient Width**

Arcadia Creek's submittals do not address the fact that Arcadia Creek does not have access rights on Christensen Lane that are of sufficient width to meet the requirements of Section

Ronald A. Carl, Esq.

June 24, 2025

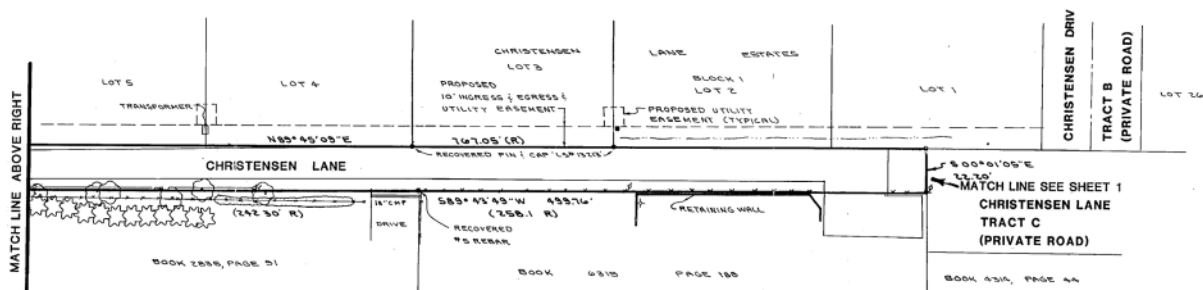
Page 2

4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. We previously raised this issue in correspondence dated January 12, 2023, August 11, 2023, and June 10, 2024, which are attached. This issue remains unresolved.

Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards requires Arcadia Creek to have a 20-foot minimum paved section and a six-foot gravel shoulder on each side of the roadway, and a roadside ditch of sufficient drainage capacity, for its access road.

The Settlement Agreement, as interpreted by the 2020 Court Order, legally defines the boundaries of the Christensen Lane Easement. Arcadia Creek does not have the legal right to use any property outside the boundaries of the Christensen Lane Easement, as defined in the Settlement Agreement.

There is a section of the Christensen Lane Easement on the south side of Lots 1-5 of Christensen Lane Estates where the width of the right-of-way for the Christensen Lane Easement ranges from 22.20' to 22.40'. This area of limited width is shown below on the plat for the Christensen Lane Easement. The entire plat is enclosed. This plat was prepared for the Settlement Agreement and shows the location and boundaries of the Christensen Lane Easement.

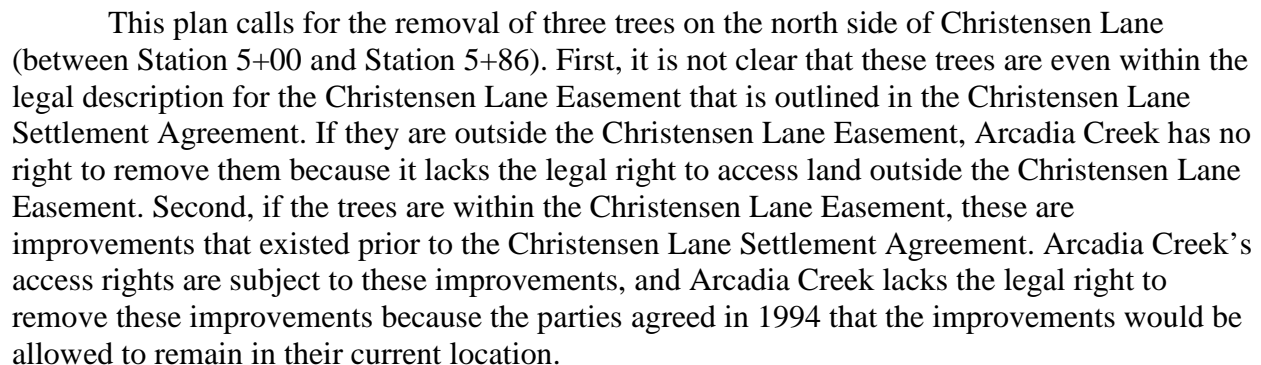


At most, the Christensen Lane Easement in this section might accommodate a paved 20-foot section of road, but it is not wide enough for a six-foot gravel shoulder or a roadside ditch. Because Arcadia Creek does not have a legal right to use land outside the Christensen Lane Easement, it does not have the legal rights necessary to construct a road meeting the requirements of Arapahoe County Infrastructure Design and Construction Standards.

### III. Christensen Lane Easement - Prohibition on Tree Removal

Under Section 3(g) of the Christensen Lane Settlement Agreement, the parties agreed that the Christensen Lane Access Easement would be subject to existing improvements, including vegetation, and that such improvements would be permitted to remain in their present location. Arcadia Creek's current plans violate the Christensen Lane Settlement Agreement because they

Page C3.3 of the Arcadia Creek Civil Construction Documents includes the following plan for Christensen Lane.



Ronald A. Carl, Esq.

June 24, 2025

Page 4

Arcadia Creek has not addressed the conflict between its plans and the Settlement Agreement. If Arcadia Creek removes these trees, it will breach the Settlement Agreement.

#### **IV. Larsen Easement - No Rights to Use Larsen Property**

To access their property from Christensen Lane, the Larsens have a separate easement over the Arcadia Creek Property (“Larsen Easement”). The Larsen Easement provides the Larsens with access from their property to Christensen Lane. The Larsen Easement is entirely located on Arcadia Creek’s property. It does not provide Arcadia Creek with any rights to use the Larsen Property.

The Larsen Access Easement was the result of a separate lawsuit and was defined under a Settlement Agreement resolving Arapahoe County District Court Case No. 1994CV2094 (“Larsen Easement Settlement Agreement”) and a Stipulated Quiet Title Decree (“Larsen Easement Decree”). The Larsen Easement Settlement Agreement and the Larsen Easement Decree are enclosed.

The Larsen Easement Settlement Agreement was recorded on April 6, 1995 at Reception No. 95032990 and Book 7913 and Page 401 in the records of the Arapahoe County Clerk and Recorder, and is attached. The Larsen Easement Decree was recorded on April 6, 1995 at Reception No. 95032991 and Book 7913 and Page 409 in the records of the Arapahoe County Clerk and Recorder, and is attached.

Arcadia Creek submitted comments to Arapahoe County staff dated October 14, 2024 in which Arcadia Creek implied that the Larsen Easement Decree provided Arcadia Creek with the right to perform construction work on the Larsen Property. Neither the Larsen Easement Settlement Agreement nor the Larsen Easement decree provided the owners of the Arcadia Creek property with a legal right to use the Larsen property. The Larsens previously informed the staff of both Arapahoe County and Jefferson County that Arcadia Creek does not have a legal right to use the Larsen property for construction.

For clarity, the Larsens have not and will not grant Arcadia Creek access rights on their property to construct, maintain, or repair the proposed culvert. If Arcadia Creek wants to construct a new culvert over Coon Creek for its development, it must do so on its own property and in a manner that does not unreasonably interfere with our clients’ ingress and egress rights from Christensen Lane.

**FENNEMORE.**

Ronald A. Carl, Esq.  
June 24, 2025  
Page 5

Sincerely,

FENNEMORE CRAIG, P.C.

A handwritten signature in blue ink, appearing to read "david m. pittinos", written in a cursive style.

David M. "Merc" Pittinos

cc: MOrkild-Larson@arapahoegov.com  
JBoateng@arapahoegov.com

029892

94 FEB 27 PM 2:50

80 =

ARAPAHOE COUNTY CLERK & RECORDER

BOOK 7428 PAGE 631

**SETTLEMENT AGREEMENT**  
(hereinafter "Agreement")

**THIS AGREEMENT** is entered into as of the date hereinafter set forth by, between and among Jefferson Bank & Trust and Laguna Home Builders, Inc. (collectively "Laguna"); and Steven J. Koets, Ann M. Koets, William O. Wieder, Katherine W. Wieder, Jon LaBreche, Marilyn Fuller McGee, George B. Lange, Mildred F. Lange, John Dettmer and Valerie Dettmer (collectively the "Homeowners").

**WHEREAS**, there is pending in the Arapahoe County District Court, Civil Action No. 92 CV 2564, entitled Jefferson Bank & Trust, et al. v. Russell, et al., (hereinafter the "Action"); and

**WHEREAS**, Laguna brought this Action seeking only to establish legal rights of ingress and egress over a strip of land known as West Christensen Lane for the benefit of all persons or entities owning property bordering the south side of West Christensen Lane; and

**WHEREAS**, Laguna has established through a survey, a strip of land, identified in Exhibit A hereto and which shall hereafter be referred to as "West Christensen Lane" on which it seeks to impose an easement for ingress and egress for the benefit of the parties to this Agreement.

**WHEREAS**, it is the desire of the parties hereto to compromise and settle the claims asserted in the Action; and

**WHEREAS**, the purpose of this Agreement is to compromise and settle all the claims asserted in the Action, said settlement to establish certain rights of ingress and egress and to involve the dismissals, agreements and covenants herein contained which are deemed by the parties hereto to be fair and reasonable under the circumstances, giving due regard to their differing positions and the uncertainties of litigation; and

**WHEREAS**, by agreeing to the compromise and settlement herein contained, none of the parties hereto admit, and on the contrary each expressly denies, any and all claims and liability to the other party or parties of any kind or nature whatsoever, whether under any agreement, written or oral, any federal or state statute, common law, or otherwise; and

**WHEREAS**, this Agreement is entered into for good and valuable consideration, including the compromise and settlement of the Action and the dismissals, covenants and agreements herein contained and provided for;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties hereto hereby authorize their counsel, Robinson, Waters, O'Dorisio and Rapson, P.C. for Laguna and Holme Roberts & Owen for the Homeowners, to execute and file with the Court the "Stipulation for Entry of Judgment" attached hereto as Exhibit A.

2. Each of the Homeowners represents and warrants that he or she has no known, existing claims against Laguna. Laguna represents and warrants that they have no known, existing claims against any of the Homeowners other than the claims asserted in the Action, all of which are resolved by virtue of this Agreement.

3. Laguna agrees that the following covenants, warranties and representations will apply, attach to and run with the Jefferson Bank Parcel (as defined in Exhibit A for all purposes of this Agreement). Laguna shall:

- (a) Pave, at Laguna's sole cost and expense, the portion of West Christensen Lane extending from the entry to Christensen Lane Estates west to the entry to the Jefferson Bank Parcel. The width of the pavement shall not exceed 24' with no curbs or gutters, and shall be placed in a location reasonably acceptable to a majority of the Homeowners and Laguna, which will be documented by a monumented and pinned survey of the pavement portion of the road. Laguna shall provide Homeowners with a copy of the survey showing the proposed location of the paving along with a written request for approval. In the event the majority of the Homeowners fail to agree upon an acceptable location within thirty days after receipt of the request for approval, Laguna shall have the sole right to select the location, subject to the requirements imposed by this Agreement. The paving shall occur in two phases, the first to occur prior to commencement



of the development and construction of the Jefferson Bank Parcel project and shall be completed within 45 days from the date paving is commenced. The second phase of the paving shall be completed no later than such time as fifty percent (50%) of the lots within the Jefferson Bank Parcel have been conveyed to third parties, with the initial paving of West Christensen Lane to be reasonably maintained and repaired by Laguna in the interim. The paving shall be to county standards and the first phase shall consist of placing a minimum of 2" of asphalt on the road.

- (b) Maintain and repair to county standards, at Laguna's sole cost and expense, West Christensen Lane. In the event Laguna forms a homeowners' association for homes constructed on the Jefferson Bank Parcel, this obligation may be fully transferred to and assumed by that association, provided the documents creating such an association require the association to establish an adequate fund to cover the cost of predictable repairs and maintenance, which fund shall be maintained by the assessment of sufficient fees against members of the association to satisfy this obligation and provided the association affirmatively agrees to assume such obligations by ratifying this Agreement, after control of the executive board of such association has been transferred to the members of such association. In the event that a homeowners' association is not formed and/or the association does not ratify the terms of this Agreement in the manner set forth above, the obligation to maintain and repair West Christensen Lane shall remain a covenant enforceable by the Homeowners against Laguna.
- (c) Shall construct speed dips in West Christensen Lane, in connection with its paving, similar in size to those located in Columbine Valley located as follows:
  - 1) west of the LaBreche/McGee driveway;
  - 2) west of the Lange driveway; and
  - 3) west portion of the Ed and Beverly Pendleton property.

In the event Laguna extends the paving of West Christensen Lane west from the entry of the

Jefferson Bank Parcel to Leawood Drive, Laguna shall construct a similar speed dip in that portion of the road.

- (d) Agrees that if access is required by Arapahoe County from West Leawood Drive to the Jefferson Bank Parcel, and Laguna is able to acquire a right-of-way allowing such access, that such access shall be limited to emergency vehicles only. This limitation shall be enforced by the construction of a gate with certain specifications. Prior to commencement of the development and construction of the Jefferson Bank Parcel project, Laguna shall construct, at its sole cost and expense a gate at least fourteen feet wide which will withstand an impact of a 4,000 pound vehicle traveling at a rate of 15 miles per hour, and any locks on such gate shall be acceptable to the Littleton Fire Department. In the event the gate is damaged or destroyed, Laguna shall repair or replace the gate within twenty-one (21) days of receipt of written notice, at its sole cost and expense. After receipt of necessary governmental approvals and prior to commencement of construction of the gate, Laguna shall deposit \$2,500 (the "Escrowed Funds") in an escrow account, pursuant to an Escrow Agreement mutually agreeable to Laguna and the Homeowners. The Escrow Agreement shall provide, among other things, that (a) the Escrowed Funds shall be used solely to repair or replace the gate; and (b) that after notice to Laguna that the gate has not been repaired or replaced within the 21 day period set forth herein, that the Homeowners may repair or replace the gate, the cost of which shall be paid for from the Escrowed Funds. If at any time the amount of the Escrowed Funds are less than \$2,500, Laguna (or the Association) shall immediately deposit the funds necessary to return the balance of the Escrowed Funds to \$2,500. The repair and replacement obligation may be assigned to a homeowner's association under the terms stated in subparagraph (b) above.
- (e) Agrees not to seek, make application for, or support a condemnation of any property adjoining

or adjacent to any portion of West Christensen Lane.

- (f) Agrees that it shall not seek, apply for or support any application to make any portion of West Christensen Lane a public right-of-way.
- (g) Agrees that the right-of-way contemplated by Exhibit A will be subject to the existing improvements, including without limitation vegetation, located in the right-of-way described in Exhibit A but outside of the 24' portion of West Christensen Lane to be paved, and that such improvements shall be permitted to remain in their present location despite the contemplated entry of the stipulated order in the Action.
- (h) Agrees that Laguna will not impair or destroy any current drainage or irrigation ditches unless agreed upon by all parties to this Agreement who own an interest in those ditches whose rights would be impacted in any way including all ditches located adjacent to the road, on the Jefferson Bank Parcel, or on any other property which affects the flow to the ditches used by the Homeowners. This shall not preclude Laguna from putting culverts or irrigation pipes to carry the water on the Jefferson Bank Parcel, so long as all easements necessary to protect the rights of the parties are properly recorded, and any and all requirements of the County or the applicable ditch company regarding such culverts or pipes have been met.
- (i) Agrees to record this Agreement in the real property records of Arapahoe County.

The obligations set forth in subparagraphs (a), (b), (c) and (d) shall not arise unless Laguna receives all approvals necessary to commence development of the Jefferson Bank Parcel, and shall also not arise unless Laguna seeks to subdivide the Parcel into five or more separate parcels.

4. Each party hereto shall bear his, her or its own attorney fees, costs and expenses in connection with the Action and with respect to the negotiation, preparation, execution, delivery and closing of this Agreement.

5. This Agreement is the entire agreement between and among the parties hereto. This Agreement shall not be changed, altered, amended or modified except in a writing signed by the parties hereto. Colorado law shall govern the interpretation of this Agreement.

6. This Agreement shall bind and inure to the benefit of the parties hereto and any of their successors, assigns, heirs, personal representatives, or trustees in bankruptcy, and shall be and become effective the date and year set forth below.

7. Each party hereto has received independent legal advice from his, her or its attorneys or other advisors of their choice with respect to the advisability of entering into and executing this Agreement.

8. Except for the representations and warranties contained herein, none of the parties hereto has made any statement or representation to another party regarding any fact relied upon by such party in entering into this Agreement, and none of the parties relies upon any statement or representation or promise of any other party in executing this Agreement.

9. Each party hereto has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as he, she or it deems necessary, and no party relies upon any promise or representation by any other party with respect to any such matter.

10. Each party warrants, covenants, promises and represents that he, she or it has not assigned, hypothecated, transferred or otherwise conveyed to any third party any claim that such party has or at any time had against any party to this Settlement Agreement.

11. Each party hereto has read this Agreement and understands the contents thereof and has freely and voluntarily entered this Agreement with no restraints or impediments, whether legal, medical, psychological, or otherwise.

12. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

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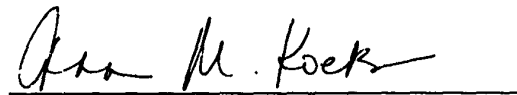
13. This Agreement may be executed via facsimile and such signatures (if any) will be deemed to be original signatures.

EXECUTED this 8<sup>TH</sup> day of June, 1993.

JEFFERSON BANK & TRUST

By: \_\_\_\_\_ Title

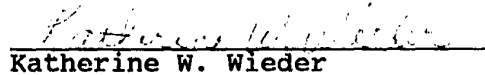
  
Steven J. Koets

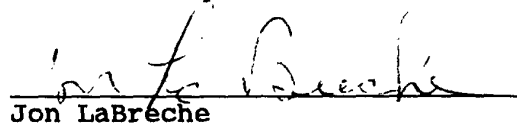
  
Ann M. Koets


LAGUNA HOME BUILDERS, INC.

  
William O. Wieder

By: \_\_\_\_\_ Title

  
Katherine W. Wieder

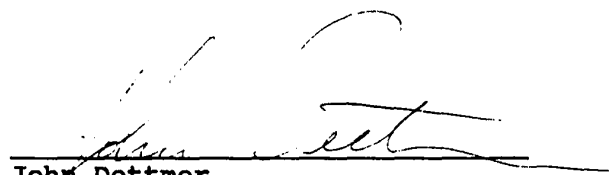
  
Jon LaBreche

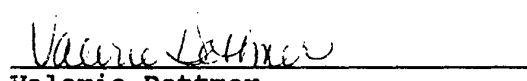
  
Marilyn Fuller McGee

  
George B. Lange

  
Mildred F. Lange

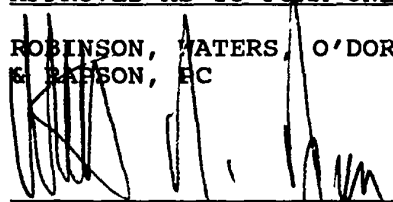
BOOK 7428 PAGE 638

  
John Dettmer


  
Valerie Dettmer

APPROVED AS TO FORM ONLY:

ROBINSON, WATERS, O'DORISIO  
& RAPSON, PC

  
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1099 18th Street, Suite 2600  
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(303) 297-2600

HOLME ROBERTS & OWEN LLC

  
Attorneys for Homeowners  
Katherine J. Peck, #13407  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
(303) 861-7000

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13. This Agreement may be executed via facsimile and such signatures (if any) will be deemed to be original signatures.

EXECUTED this 8<sup>th</sup> day of June, 1993.

JEFFERSON BANK & TRUST

By: James M. Fournier, EVP  
Title

\_\_\_\_\_  
Steven J. Koets

\_\_\_\_\_  
Ann M. Koets

LAGUNA HOME BUILDERS, INC.

By: Ray L. Lally Pres.  
Title

\_\_\_\_\_  
William O. Wieder

\_\_\_\_\_  
Katherine W. Wieder

\_\_\_\_\_  
Jon LaBreche

\_\_\_\_\_  
Marilyn Fuller McGee

\_\_\_\_\_  
George G. Lange

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Mildred F. Lange

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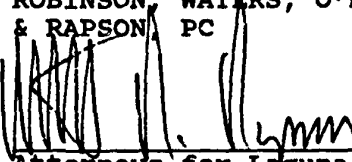
John Dettmer

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Valerie Dettmer

APPROVED AS TO FORM ONLY:

ROBINSON, WATERS, O'DORISIO  
& RAPSON, PC



---

Attorneys for Laguna  
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1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
(303) 861-7000



DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO

Case No. 92 CV 2564, Division 3

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STIPULATION FOR ENTRY OF JUDGMENT

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JEFFERSON BANK & TRUST, a Colorado banking corporation, and LAGUNA HOME BUILDERS, INC., a California corporation,

Plaintiffs,

vs.

ROBERT RUSSELL, et al.,

Defendants.

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COME NOW the plaintiffs, Jefferson Bank & Trust and Laguna Home Builders, Inc., by and through their counsel, Robinson, Waters, O'Dorisio and Rapson, P.C., and defendants, Steven J. Koets, Ann M. Koets, William O. Wieder, Katherine W. Wieder, Jon LaBreche, Marilyn Fuller McGee, George G. Lange, Mildred F. Lange, John Dettmer and Valerie Dettmer (collectively, the "Homeowners"), by and through their counsel, Holme Roberts & Owen, LLC, and stipulate as follows:

1. The plaintiff, Jefferson Bank & Trust, owns a 14-acre parcel in Arapahoe County that fronts on West Christensen Lane and that is commonly known as 4960 West Christensen Lane. It is referred to hereinafter as the "Jefferson Bank Parcel." Its legal description is:

PARCEL A

A PARCEL OF LAND LOCATED IN THE N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , WHICH IS 125.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ ; THENCE NORTH 89 DEGREES 40 MINUTES 21 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID NORTH  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , A DISTANCE OF 815.0 FEET; THENCE N 0 DEGREES 28 MINUTES 55 SECONDS W, A DISTANCE OF 552.44 FEET; THENCE N 34 DEGREES 45 MINUTES 43 SECONDS E, A DISTANCE OF 35.7 FEET THENCE N 0 DEGREES 18 MINUTES 17 SECONDS W, A DISTANCE OF 35.0 FEET; THENCE S 89 DEGREES 41 MINUTES 43 SECONDS W, A DISTANCE OF 90.0 FEET; THENCE N 0 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 37.0 FEET; THENCE S 89 DEGREES

EXHIBIT

A

WLL

41 MINUTES 43 SECONDS W, A DISTANCE OF 750.16 FEET TO A POINT 120.0 FEET EAST OF THE WEST LINE OF SAID N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ ; THENCE S 0 DEGREES 40 MINUTES 56 SECONDS E, A DISTANCE OF 683.74 FEET, MORE OR LESS TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL B

A PARCEL OF LAND IN THE N $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$ , OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, IN ARAPAHOE COUNTY, COLORADO, THENCE N 89 DEGREES 40 MINUTES 21 SECONDS E, ALONG THE SOUTHERLY LINE OF SAID N  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , 940 FEET TO THE TRUE POINT OF BEGINNING, THENCE N 0 DEGREES 28 MINUTES 55 SECONDS W, 552.44 FEET, THENCE N 34 DEGREES 45 MINUTES 43 SECONDS E, 17.05 FEET, THENCE N 89 DEGREES 41 MINUTES 43 SECONDS E, 82.31 FEET; THENCE S 8 DEGREES 28 MINUTES 55 SECONDS E, 566.10 FEET, THENCE S 89 DEGREES 40 MINUTES 21 SECONDS W, 94 FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH AN EASEMENT OVER TRACT A AS SET FORTH IN THAT CERTAIN AGREEMENT DATED MAY 6, 1980 AND RECORDED MAY 23, 1980 IN BOOK 3221 AT PAGE 175, COUNTY OF ARAPAHOE, STATE OF COLORADO.

2. This Court has jurisdiction of this action inasmuch as the plaintiff's Complaint seeks to establish rights of ingress and egress across property, namely West Christensen Lane, located in the County of Arapahoe, State of Colorado.

3. Venue is proper in that West Christensen Lane is located in the County of Arapahoe, State of Colorado.

4. The legal description of West Christensen Lane is:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, BEING MONUMENTED AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19 BY A 2" IRON PIPE AND AT THE SOUTHWEST CORNER OF SAID SECTION 19 BY A NO. 3 REBAR WITH A LINE BETWEEN ASSUMED TO BEAR S00°01'28"W.

*am*

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, THENCE S00°01'28"W AND ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, A DISTANCE OF 612.82 FEET TO THE SOUTHWEST CORNER OF THE BOUNDARY OF COVENTRY AMENDED PLAT, RECORDED IN PLAT BOOK 26 AT PAGES 19-22, SAID SOUTHWEST CORNER BEING THE POINT OF BEGINNING; THENCE N89°46'37"E AND ALONG THE SOUTH BOUNDARY LINE OF COVENTRY AMENDED PLAT, A DISTANCE OF 1,434.50 FEET TO THE SOUTHEAST CORNER OF COVENTRY AMENDED PLAT; THENCE S00°00'00"E AND ALONG THE WEST LINE OF THREE PONDS SUBDIVISION, RECORDED IN PLAT BOOK 23 AT PAGE 97, A DISTANCE OF 2.19 FEET TO THE SOUTHWEST CORNER OF THE BOUNDARY OF THREE PONDS SUBDIVISION; THENCE N89°54'25"E AND ALONG THE SOUTH BOUNDARY OF THREE PONDS SUBDIVISION, A DISTANCE OF 257.97 FEET TO THE SOUTHWEST CORNER OF CHRISTENSEN LANE ESTATES, RECORDED IN PLAT BOOK 105 AT PAGES 45-47; THENCE N89°45'09"E AND ALONG THE SOUTH BOUNDARY OF CHRISTENSEN LANE ESTATES, A DISTANCE OF 767.05 FEET TO THE NORTHWEST CORNER OF TRACT "C", CHRISTENSEN LANE ESTATES (PRIVATE ROAD); THENCE S00°01'05"E AND ALONG THE WEST LINE OF SAID TRACT "C", A DISTANCE OF 22.20 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 6315 AT PAGE 188; THENCE S89°43'49"W AND ALONG THE NORTH DEED LINES OF PARCELS OF LAND CONVEYED IN DEEDS RECORDED IN BOOK 6315 AT PAGE 188 AND IN BOOK 2835 AT PAGE 91, A DISTANCE OF 499.76 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2835 AT PAGE 91; THENCE S00°01'05"E AND ALONG THE WEST DEED LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2835 AT PAGE 91, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2247 AT PAGE 306; THENCE N89°56'27"W AND ALONG THE NORTH DEED LINES OF PARCELS OF LAND CONVEYED IN DEEDS RECORDED IN BOOK 2247 AT PAGE 306 AND BOOK 5468 AT PAGE 21, A DISTANCE OF 319.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3265 AT PAGE 584; THENCE N89°59'41"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3265 AT PAGE 584, A DISTANCE OF 191.44 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3172 AT PAGE 673;

THENCE S89°57'59"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3172 AT PAGE 673, A DISTANCE OF 327.16 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN

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DEED RECORDED IN BOOK 3036 AT PAGE 623; THENCE S89°57'59"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3036 AT PAGE 623, A DISTANCE OF 253.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4726 AT PAGE 528; THENCE N89°59'50"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4726 AT PAGE 528, A DISTANCE OF 749.17 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S00°23'42"E, A DISTANCE OF 0.76 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767; THENCE S89°57'37"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE N00°01'28"E AND ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, A DISTANCE OF 28.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.627 ACRES.

AND

BEGINNING AT THE NORTHWEST CORNER OF TRACT "C", CHRISTENSEN LANE ESTATES (PRIVATE ROAD); THENCE N89°45'09"E, A DISTANCE OF 255.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 1820 AT PAGE 213, THENCE N88°44'55"E AND ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 1820 AT PAGE 213, A DISTANCE OF 490.39 FEET TO THE NORTHEAST CORNER OF TRACT "D", CHRISTENSEN LANE ESTATES; THENCE S21°43'54"W AND ALONG THE EAST LINE OF SAID TRACT "D", A DISTANCE OF 32.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 6514 AT PAGE 442; THENCE N89°21'09"W AND ALONG SAID NORTH LINE, A DISTANCE OF 208.86 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4314 AT PAGE 44; THENCE S89°16'27"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4314 AT PAGE 44, A DISTANCE OF 524.75 FEET TO THE WEST LINE OF TRACT "D", CHRISTENSEN LANE; THENCE N00°01'05"W AND ALONG SAID WEST LINE, A DISTANCE OF 22.20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.384 ACRE.

AND

BEGINNING AT THE NORTHEAST CORNER OF TRACT "D", CHRISTENSEN LANE ESTATES; THENCE N89°21'09"W ALONG

THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 60.09 FEET; THENCE N21°43'54"E AND ALONG EAST LINE OF SAID TRACT "D", A DISTANCE OF 32.00 FEET; THENCE N88°44'55"E, A DISTANCE OF 81.27 FEET TO THE WESTERLY LINE OF PLATTE CANYON ROAD; THENCE S45°44'05"W AND ALONG SAID WESTERLY LINE, A DISTANCE OF 46.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.050 ACRE.

ALL RECORDED DEEDS AND PLATS REFERRED TO IN THIS LEGAL DESCRIPTION ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO.

5. The parties agree to the entry of a quiet title decree in this action, as follows:

- (1) The plaintiffs and all subsequent owners of residences and lots within the Jefferson Bank Parcel, together with their successors, assigns, heirs, and personal representatives, and the family members, employees, agents, servants, independent contractors, guests, licensees, or invitees of the foregoing are entitled to unrestricted and unlimited permanent rights of ingress and egress across and through West Christensen Lane, a private road, to and from South Platte Canyon Drive;
- (2) Defendants and all unknown persons who claim any interest in the subject matter of this action, and their successors, assigns, heirs, and personal representatives, and the family members, employees, agents, servants, independent contractors, guests, licensees, or invitees of the foregoing are entitled to unrestricted and unlimited permanent rights of ingress and egress across and through West Christensen Lane, a private road, to and from South Platte Canyon Drive; and
- (3) Subject to the Settlement Agreement dated June 10, 1993, defendants and all unknown persons who claim any interest in the subject matter of this action, have no interest, estate or claim paramount to or inconsistent with the unrestricted and unlimited permanent rights of ingress and egress across and through West Christensen Lane to and from South Platte Canyon Drive of (a) the plaintiffs and the subsequent owners of residences and lots within the Jefferson Bank Parcel, and their successors, assigns, heirs, and personal representatives, and the family members, employees, agents, servants, independent contractors, guests, licensees, or

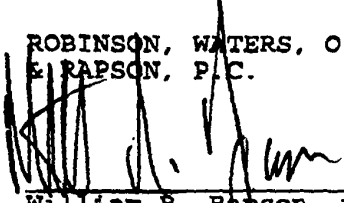
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invitees of the foregoing, and (b) any of the other named defendants in this action and their successors, assigns, heirs, and personal representatives, and the family members, employees, agents, servants, independent contractors, guests, licensees, or invitees of the foregoing.

ROBINSON, WATERS, O'DORISIO  
& RAPSON, P.C.

HOLME ROBERTS & OWEN, LLC

  
William R. Rapson, #4897  
1099 18th Street, Suite 2600  
Denver, CO 80202  
(303) 297-2600

  
Katherine J. Peck, #13407  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
(303) 861-7000



January 12, 2023

Via E-mail (MOrkild-Larson@arapahoe.gov; jboateng@arapahoe.gov)

Molly Orkild-Larson  
Principal Planner  
Arapahoe County Public Works and  
Development Planning Department  
6924 South Lima Street  
Centennial, Colorado 80112

Re: PM22-006: Minor Subdivision Plat for Arcadia Creek LLC

Dear Ms. Orkild-Larson:

Our firm represents Ivar A. Larsen and Anne Larsen, the owners of 5090 West Christensen Lane Littleton, Colorado 80123. On our client's behalf, we submit the comments below on the Minor Subdivision Plat application submitted by Arcadia Creek LLC associated with the proposed development at 5100 West Christensen Lane.

Section 5-6.6(C) of the Arapahoe County Land Development Code ("LDC") outlines the process for the evaluation of Minor Subdivision Plats. Under this Section, Minor Subdivision Plats are processed in accordance with the requirements, standards and procedures for Final Plats. The requirements for Final Plats are outlined in Section 5-6.3 of the LDC. Consequently, Section 5-6.3(B) of the LDC outlines the approval standards for Final Plats and Minor Subdivision Plats. Section 5-6.B.3 of the LDC requires that applications for minor subdivision plats may be approved only if the plan is in compliance with all applicable zoning regulations governing the property adopted by the Board of County Commissioners.

Section 1-1 of the LDC confirms that the LDC includes and incorporates the Arapahoe County Zoning and Subdivision Regulations duly adopted by the Arapahoe County Board of County Commissioners.

Section 4-2 of the LDC outlines development guidelines and standards for proposed land development. Under Section 4-2.1.B.1 of the LDC, all development applications must comply with the Standards outlined in Section 4-2.4 of the LDC.

Under Section 4-2.4.2.e, all streets abutting a subdivision shall be complete with curb, gutters, sidewalks, and pavements which shall be designed and constructed in accordance with the Arapahoe County Infrastructure Design and Construction Standards ("IDCS").

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The IDCS govern the standards for roadway design for private roads. Under 4.11.1 of the IDCS, a Private Road is defined as any roadway, serving two or more residential lots, which will not be maintained by Arapahoe County. Christensen Lane is a Private Road. The road from Christensen Lane that serves 5090 West Christensen Lane is also a Private Road.

## **I. The Christensen Lane Access Easement does not meet Arapahoe County Requirements**

Arcadia Creek does not have access rights on Christensen Lane that are sufficient to meet the requirements of Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. As a result, the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

The access rights (the “Access Easement”) over Christensen Lane that are relied upon by Arcadia Creek for its development are defined under a Settlement Agreement resolving Arapahoe County District Court Case No. 1992CV2564 (“Christensen Lane Settlement Agreement”), the Order for Entry of Final Judgment in that case (“Final Judgment”), and the Order from Arapahoe County District Court Case No. 2019CV31104 dated July 13, 2020 (“2020 Court Order”).

The Christensen Lane Settlement Agreement was recorded on February 25, 1994 at Reception No. 94029892 and Book 7428 and Page 631 in the records of the Arapahoe County Clerk and Recorder. The Final Judgment was recorded on July 6, 1993 at Reception No. 93084535 and Book 7013 and Page 664 and on November 3, 1993 at Reception No. 93153224 and Book 7224 and Page 676 in the records of the Arapahoe County Clerk and Recorder. The 2020 Court Order has been recorded in Jefferson County, but does not appear to have been recorded in Arapahoe County.

The Christensen Lane Settlement Agreement and the Final Judgment both include a legal description for the Access Easement. A plat of the Access Easement is not included in either document. Enclosed as Exhibit 1 is a plat showing the legal description for Christensen Lane. At its most narrow, at the west end of Christensen Lane Estates, the easement is 22.2 feet in width. At its widest, the easement is 31.6 feet in width. Arcadia Creek has this document in its possession, but it does not appear to have been provided to the Planning Department as part of the Minor Subdivision application, although portions of the legal description do appear to have been relied upon by Arcadia Creek’s engineers where the Access Easement is more than 30 feet in width (Compare C2.1 with C2.5). Where the Access Easement is less than 30 feet in width, Arcadia Creek’s engineers appear to have largely ignored the decreed width of the Access Easement and have described the



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distance between fence lines on the north and south sides of Christensen Lane, which do not define the northern and southern boundaries of the Access Easement. There are multiple descriptions for the width of Christensen Lane which are based on the distance between fences, a proposed thirty-foot-wide easement, and an undefined easement. For example, on Page C2.1, the cross section references a proposed 30.0' easement and a distance of 28.2' between fences. Page C2.1 references a 30.0' Utility Easement. Page C2.2 references an existing 29.6' easement. The Construction Drawings do not explain or provide context for the various calculations or easement references. None appear to tie to the Access Easement.

Neither the ALTA nor the Construction Documents show the complete platted legal description for the Access Easement over Christensen Lane. The Construction Documents are largely based on a proposed easement that is 30 feet in width. They are not based on the Access Easement that was confirmed under the Final Judgment, Settlement Agreement, and 2020 Court Order.

There is an overhead power line along the south side of Christensen Lane. This does not appear on the Construction Drawings or the ALTA.

Section 4.11.4.5 of the IDCS requires a 20 foot-wide paved driving surface and a 6 foot gravel shoulder on each side of the road for a rural private roadway. Arcadia cannot meet this requirement in the section of the Access Easement that is approximately 22 feet in width. It also cannot meet this requirement in any section of the Access Easement because there is not sufficient room for a 20-foot wide paved driving surface, a 5-foot wide pedestrian lane, gravel shoulders on either side of the roadway, and a roadside ditch of sufficient drainage capacity.

The design for the roadway does not track any cross-section in Arapahoe County's Typical Public and Private Roadway Cross Sections, and no variance for this cross-section has been granted. The currently proposed plan is different than the plan that the Arapahoe County Technical Review Committee analyzed in February 2020. In multiple locations, it appears that the proposed design exceeds the maximum grade limitations imposed by the IDCS for both the gravel shoulders and the roadside ditch. In some locations, a grade beam will be necessary on the south side of Christensen Lane to support pavement. It is not clear whether the location of the grade beam is within the Access Easement and, as a result, whether Arcadia Creek has a legal right to construct a grade beam on the south side of Christensen Lane.

The design for the roadway includes the construction of a concrete channel on the north side of Christensen Lane. Arcadia Creek has not established that it has a legal right under the Access Easement to construct such improvements. No such rights are expressly granted

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under the Settlement Agreement or the Final Judgment. Because the legal description for the Access Easement is not platted on the Construction Documents, it is not clear that the channel is even within the Access Easement. Further, it is not clear how cars will be able to safely travel over the gap within the channel without danger. The gap is wider than a standard car tire.

It also is not clear how bi-directional traffic can safely pass through a narrow roadway with a channel on one side and a grade beam on the other. No Cross Sections within the IDCS that would contemplate such a roadway. Until these issues are appropriately addressed, the Minor Subdivision Plat should not proceed.

The Coventry Subdivision, which is located north of Christensen Lane, has a private storm sewer system within the Access Easement. While the storm sewer system has existed for years, there is not a recorded easement for the storm sewer system. A brief description of the privately-owned storm sewer system is outlined in the e-mail attached as Exhibit 2, which the City of Littleton provided to Arapahoe County in 2004. Arcadia Creek has proposed modifications to this storm-sewer system (C2.1 – C2.3, C2.5), but it has not established a legal right to do so or that the Coventry Subdivision has consented to these modifications. This is an important issue because Arcadia Creek is proposing to remove grated inlets that are essential for the operation of Coventry's storm drain system. The plan, as proposed, may create significant drainage problems in Christensen Lane. Until Arcadia Creek can establish a legal right to use and modify this system, its Minor Subdivision Plat should not proceed.

Parcels along the south side of Christensen Lane have water rights that are delivered by an irrigation channel. The irrigation channel does not appear to be addressed anywhere on the plans and it does not appear that Arcadia Creek's engineers have given any consideration to the impact of the proposed plan on the delivery of this irrigation water. Until these issues are addressed, the Minor Subdivision Plat should not proceed.

Because of its narrow width, there is not sufficient space for snow storage within the Access Easement. Historically, this has not been an issue because of the limited use of Christensen Lane west of the Fox Hollow subdivision. With the increased use proposed by Arcadia Creek, it will become an issue. During winter, the proposed concrete channel will be covered with plowed snow. There is no analysis of where plowed snow will be stored, how the proposed concrete channel will function in conjunction with the pre-existing storm sewer system during winter, and or how the proposed system will prevent the north side of Christensen Lane from icing over and creating a dangerous situation on the roadway for the residents using Christensen Lane. This is one example of how the limited width of Christensen Lane is not sufficient for use by twenty-five additional homes.

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## **II. Settlement Agreement Limitations**

When the Christensen Lane Settlement Agreement was signed, the owners of the property now owned by Arcadia Creek were opposing the development of the Fox Hollow subdivision. The purpose of the Christensen Lane Settlement Agreement was to establish legal rights of ingress and egress over a strip of land known as West Christensen Lane for the benefit of all persons or entities owning property bordering the south side of West Christensen Lane. Arcadia Creek's proposal violates several provisions in that agreement.

First, under the Christensen Lane Settlement Agreement, the developer of the Fox Hollow subdivision assumed responsibility for paving Christensen Lane up to the entrance of the Fox Hollow subdivision and maintaining and repairing West Christensen Lane. The owner of Arcadia Creek's property had no such obligation. This is important because Arcadia Creek is unilaterally assuming construction obligations under its proposed plan that it does not have the right or obligation to perform under the Christensen Lane Settlement Agreement. Further, the parties agreed that the roadway that was paved under the Christensen Lane Settlement Agreement (see Section 3(a)) would not have curbs or gutters, and Arcadia Creek is proposing a new roadway bounded with an extensive gutter system.

Under Section 3(d) of the Christensen Lane Settlement Agreement, the parties agreed that if access from West Leawood Drive over Christensen Lane would be limited to emergency access. Arcadia Creek's proposal attempts to circumvent this limitation and provide direct access from Jefferson County to Arapahoe County for non-emergency purposes.

Our clients are concerned that there is no mechanism to stop vehicles from driving around the proposed gate across the access road from Christensen Lane to their property. Arcadia Creek cannot build a fence in the floodplain, and our clients are concerned that this opening will be used for access to and from Jefferson County from Arapahoe County.

Under Section 3(f) of the Christensen Lane Settlement Agreement, the parties confirmed a mutual understanding that Christensen Lane would not become a public right-of-way. Under Section 3(g) of the Christensen Lane Settlement Agreement, the parties agreed that the Access Easement would be subject to existing improvements, including vegetation, and that such improvements would be permitted to remain in their present location. Arcadia Creek has no right to make modifications outside of the Access Easement, and it appears that Arcadia Creek is seeking to make modifications to pre-existing improvements within the Access Easement, which the parties expressly agreed could remain.

Arcadia Creek has proposed sight triangle maintenance prohibitions for its development that violate Section 3(g) of the Christensen Lane Settlement Agreement. It does not appear

Molly Orkild-Larson  
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that the owners of 5076 Christensen Drive have agreed to such limitations on the use and development of their property, Arcadia Creek does not have a legal right to impose such restrictions on property owned by third-parties, and two fences and landscaping currently violate these prohibitions.

Section 3(h) of the Christensen Lane Settlement Agreement prohibits the impairment or destruction of drainage and irrigation ditches. Arcadia Creek does not clarify whether its plans violate this prohibition.

### **III. Access to 5090 West Christensen Lane over 5100 West Christensen Lane**

Our clients have an access easement over the east side of 5100 West Christensen Lane (“5090 Access Easement”). They rely on the 5090 Access Easement to access their property. This access easement was confirmed under a Settlement Agreement and Quiet Title Decree resolving Arapahoe County District Court Case No. 1994CV2094. The Settlement Agreement (“5090 Access Settlement Agreement”) was recorded on April 6, 1995 at Reception No. 95032990 and Book 7913 and Page 401 of the Records of the Arapahoe County Clerk and Recorder. The Stipulated Quiet Title Decree (“5090 Access Decree”) was recorded on April 6, 1995 at Reception No. 95032991 and Book 7913 and Page 409 of the Records of the Arapahoe County Clerk and Recorder.

Under Section 5.a of the 5090 Access Decree, our clients are entitled to unrestricted and unlimited permanent rights of ingress and egress across and through the Driveway (which is legally described in the 5090 Access Decree), to and from West Christensen Lane. Arcadia Creek has proposed installing a locked, private gate across the Driveway and this violates our clients’ court-decreed access rights.

While Section 3.a of the 5090 Access Settlement Agreement entitles Arcadia Creek to make changes to the Driveway which do not unreasonably interfere with the ingress and egress easement, the right to make changes does not entitle Arcadia Creek to install a private, locked gate. This is because locked gates are usually considered an unreasonable burden, even if the easement holder is provided with keys. *Lazy Dog Ranch v. Telluray Ranch Corp.*, 923 P.2d 313, 317 (Colo. App. 1996). Locked gates can be acceptable when the deed specifically provided for gates at the entrance and exit of the easement. However, neither the 5090 Access Settlement Agreement nor the 5090 Access Decree provide Arcadia Creek with the right to install a gate at the entrance and exit of the easement. Because our clients are entitled to unrestricted and unlimited rights of ingress and egress to their property, Arcadia Creek is prohibited under Colorado law from installing a private gate between our clients’ property and Christensen Lane.

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When the 5090 Access Settlement Agreement and Decree were finalized, our clients' predecessors agreed to share the costs associated with maintenance and repair of the Driveway. Our clients' predecessor agreed to indemnify Arcadia Creek's predecessor for damages caused by visitors to its property and to pay insurance costs associated with use of the Driveway. Our clients object to paying any maintenance or repair costs associated with the new culvert that has been proposed or the modified driveway that has been proposed. Our clients also object to indemnification or insurance obligations associated with the new driveway and culvert.

Further, the Arapahoe County Notes on the Construction Drawings (C0.0) include references to "Street Maintenance," "Drive, Parking Areas, and Utility Easements Maintenance," "Private Street Maintenance," "Drainage Liability," "Landscape Maintenance." Our clients will not assume any of these responsibilities for the proposed development and have not agreed to do so. Similarly, they will not agree to expand their repair and maintenance obligations beyond those obligations contemplated under the 5090 Access Settlement Agreement or Decree.

Under the first page of Plan Set for the Minor Subdivision Plat, the Easement Chart states that our clients will have an access easement where the Surface/Improvement Maintenance Responsibility is allocated to the Property Owner. It is not clear what easement this chart is referencing, but the Larsons do not agree to bear any additional expenses or cost-sharing arrangements beyond those contemplated under the 5090 Access Settlement Agreement or Decree.

Under Section 3.d of the 5090 Access Settlement Agreement, our clients are only allowed to use the Path within the Driveway for ingress and egress. Under Arcadia Creek's proposed plans, the Path is moved eight feet to the west and eliminates our clients' access right to their Property. Our client's use of any part of the Driveway outside of the Path triggers a fine of \$100 per day under Section 5.c of the 5090 Access Decree. Our clients do not consent to changes to the Path that trigger fines.

Page EC02 of the GESC Plans and Page C1.0 of the Construction Drawings and the Plat Set for the Minor Subdivision show different locations for the proposed road. Under Page C1.0 of the Construction Drawings and the Plat Set for the Minor Subdivision, the roadway is moved to the west and begins approximately 8 feet west of the eastern boundary of the Arcadia Creek Property. This location appears to be different than the location of the road shown on Arcadia Creek's drainage plans. Please confirm whether Mile High Flood District and SEMSWA have approved the new road location.

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Finally, it appears that the transition between Tract G and Tract H is likely to cause drainage problems on our client's property because Tract G is curbed and Tract H is not. What measures are in place to ensure that drainage flowing north from Tract G does not impact our clients' property.

#### **IV. Coon Creek Culvert**

Arcadia Creek has proposed building a new culvert across Coon Creek. The culvert is approximately 21 feet wide and 64 feet long.

The current culvert is located entirely on Arcadia Creek's property. Arcadia Creek's planned culvert is not.

Arcadia Creek is planning to build a part of the new culvert system on 5090 West Christensen Lane, our clients' property, and a part on 5046 Christensen Drive, a property within the Fox Hollow subdivision. Our clients have not and will not grant Arcadia Creek access rights on their property to construct, maintain, or repair the proposed culvert. If Arcadia Creek wants to construct a new culvert over Coon Creek for its development, it must do so on its own property and in a manner that does not unreasonably interfere with our clients' ingress and egress rights.

Our clients want to emphasize that they believe that this culvert, as proposed, is not safe. Without guard rails, cars, golf carts, and bike riders are likely to drive off of the culvert, especially in the winter, and pedestrians, especially children who frequently play in this area, are likely to fall off the culvert. Our clients will assume no liability for this structure.

#### **V. Drainage**

Arcadia Creek has proposed drainage onto our clients' property from the southwest corner of the proposed development. Our clients have not granted and will not grant Arcadia Creek a drainage easement over their property for the proposed development.

#### **VI. Engineering Issues**

A report by Mace Pemberton, P.E. is being provided separately. This report addresses engineering issues that have not been appropriately addressed in the Minor Subdivision Plat.

Molly Orkild-Larson

January 12, 2023

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Our clients appreciate your consideration of these issues and respectfully request you're you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

Sincerely,

MOYE WHITE LLP



David M. "Merc" Pittinos

cc: client  
Robert J. Hill (rhill@arapahogov.com)



August 11, 2023

Via E-mail (MOrkild-Larson@arapahoegov.com; jboateng@arapahoegov.com)

Molly Orkild-Larson  
Principal Planner  
Arapahoe County Public Works and  
Development Planning Department  
6924 South Lima Street  
Centennial, Colorado 80112

Re: PM22-006: Minor Subdivision Plat for Arcadia Creek LLC

Dear Ms. Orkild-Larson:

Our firm represents Ivar A. Larsen and Anne Larsen, the owners of 5090 West Christensen Lane Littleton, Colorado 80123. On our clients' behalf, we submit the comments below on the resubmittal for the Minor Subdivision Plat application submitted by Arcadia Creek LLC associated with the proposed development at 5100 West Christensen Lane.

Arcadia Creek's resubmittal responds to but does not resolve many of the issues raised in our correspondence dated January 12, 2023. That letter is incorporated by reference in its entirety, and our clients raise the same objections to the issues that Arcadia Creek failed to address.

There are a few issues that our clients have asked that we address in more detail.

## **I. Coon Creek Culvert**

The current culvert is located entirely on Arcadia Creek's property. Arcadia Creek has not provided as-built drawings to show where the culvert is located. Arcadia Creek claims in its submittal that the culvert is located on our clients' property and that our clients conceded that point. Arcadia Creek's planned culvert is not on our clients' property, and our clients were clear in their prior comments that the culvert is not located on their property.

Arcadia Creek is planning to build a part of the new culvert system on 5090 West Christensen Lane, our clients' property, and a part on 5046 Christensen Drive, a property within the Fox Hollow subdivision. Our clients have not and will not grant Arcadia Creek access rights on their property to construct, maintain, or repair the proposed culvert. If Arcadia Creek wants to construct a new culvert over Coon Creek for its development, it must do so on its own property and in a manner that does not unreasonably interfere with our clients' ingress and egress rights.



Molly Orkild-Larson

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In correspondence dated September 13, 2021, which was included in Arcadia Creek's submittal, Tiffany Clark of SEMSWA wrote to Charlie Keener and confirmed that SEMSWA does not have an easement on our clients' property. She wrote, "In the meantime, could you provide a letter or email from the owner allowing SEMSWA to access the property to remove the debris from the culvert as we do not have an easement."

It has come to our client's attention that either SEMSWA or Arcadia Creek is taking the position that the Drainage Easement that is identified on the Fox Hollow plat provides an easement for construction of a culvert and tail walls on our clients' property.

The Drainage Easement on our client's property that is referenced on the Fox Hollow plat was created because of requirements of the Arapahoe County Arapahoe County Storm Drainage Design and Technical Criteria. The current Stormwater Management Manual requires that Drainage Easements are granted to the County for inspection and maintenance purposes. Under these rules, maintenance responsibility lies with the owner or the land, except as modified by specific agreement. Under the Fox Hollow plat, easements were dedicated to Arapahoe County. Arapahoe County has the right to conduct maintenance of the Drainage Easement, but the maintenance obligations were shifted from Arapahoe County to property owners.

Based on the plain language of the Fox Hollow plat and the Arapahoe County Drainage Criteria, neither SEMSWA nor Arcadia Creek has a legal right to construct a culvert or tail walls on our clients' property. Further, the installation of the proposed tail walls would require the removal of a number of trees on our clients' property, which is unacceptable and not authorized.

Because Arcadia Creek does not have a legal right to construct the proposed culvert, we request that you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

## **II. The Christensen Lane Access Easement does not meet Arapahoe County Requirements**

The second submittal does not address the fact that Arcadia Creek does not have access rights on Christensen Lane that are sufficient to meet the requirements of Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. The detail for this point was outlined in correspondence dated January 12, 2023, which is incorporated by reference. As a result, the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

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August 11, 2023  
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### **III. Engineering Issues**

A report by Mace Pemberton, P.E. is being provided separately. This report addresses engineering issues that have not been appropriately addressed.

Our clients appreciate your consideration of these issues and respectfully request that you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

Sincerely,

MOYE WHITE LLP



David M. "Merc" Pittinos

cc: client  
Robert J. Hill (rhill@arapahoe.gov.com)  
Tiffany Clark (tclark@semswa.org)

June 10, 2024

**Via E-Mail (MOrkild-Larson@arapahoegov.com; JBoateng@arapahoegov.com)**

Molly Orkild-Larson  
Principal Planner  
Arapahoe County Public Works and Development Planning Department  
6924 South Lima Street  
Centennial, Colorado 80112

Re: PM22-006: Minor Subdivision Plat for Arcadia Creek LLC

Dear Ms. Orkild-Larson:

Our firm represents Ivar A. Larsen and Anne Larsen, the owners of 5090 West Christensen Lane, Littleton, Colorado 80123. On our clients' behalf, we submit the comments below on the third submittal for the Minor Subdivision Plat application submitted by Arcadia Creek LLC associated with the proposed development at 5100 West Christensen Lane. The third submittal included a revised plat and revised drainage, construction, and grading plans.

## **I. The Christensen Lane Access Easement does not meet Arapahoe County Requirements**

The third submittal does not address the fact that Arcadia Creek does not have access rights on Christensen Lane that are of sufficient width to meet the requirements of Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. We previously raised this issue in correspondence dated January 12, 2023 and August 11, 2023, which is enclosed. This issue remains unresolved. As a result, the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing until it is resolved.

While page 2 of revised plat dated April 6, 2024 does reference the right of way for Christensen Lane and the documents under which ingress and egress were confirmed, there is a section of Christensen Lane on the south side of Lots 1-5 of Christensen Lane Estates where the width of the right-of-way ranges from 22.20' to 22.4'. The plat for Christensen Lane, as defined by settlement and in court cases, is enclosed. Other than land it owns, Arcadia Creek does not have a legal right to use any of the land outside of the area shown on the plat.

In the section of Christensen Lane that is south of Christensen Lane Estates, Arcadia Creek does not have use rights of sufficient width to meet Arapahoe County requirements because

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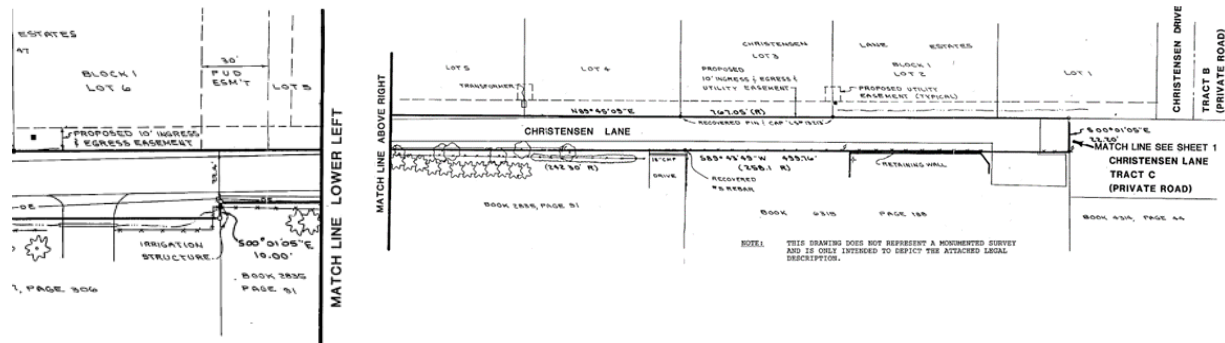
Molly Orkild-Larson

June 10, 2024

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Arcadia Creek must have a 20-foot minimum paved section and a six-foot gravel shoulder on each side of the roadway, and a roadside ditch of sufficient drainage capacity.

The section of Christensen Lane from the enclosed plat where Christensen Lane is only 22' in width is shown below for reference. This area is not wide enough to meet County standards.



The plat included with the third submittal does not recognize the limited width of this area or include a plan for this area. The civil construction documents included with the third submittal show plans for Christensen Lane, but those plans stop at Station 13+84, which is west of the narrow section of Christensen Lane. Despite prior correspondence, Arcadia Creek has yet to address the fact that it does not have legal access on Christensen Lane sufficient to meet the County's requirements. The latest submittal is no different - this issue remains entirely unaddressed.

## II. Engineering Issues

A report by Mace Pemberton, P.E. is being provided separately. This report addresses engineering issues that have not been appropriately addressed in the third submittal.

Our clients appreciate your consideration of these issues and respectfully request that you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

Sincerely,

FENNEMORE CRAIG, P.C.

David M. "Merc" Pittinos  
Director

**FENNEMORE.**

Molly Orkild-Larson

June 10, 2024

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cc: client

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January 12, 2023

Via E-mail (MOrkild-Larson@arapahoe.gov; jboateng@arapahoe.gov)

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Section 5-6.6(C) of the Arapahoe County Land Development Code ("LDC") outlines the process for the evaluation of Minor Subdivision Plats. Under this Section, Minor Subdivision Plats are processed in accordance with the requirements, standards and procedures for Final Plats. The requirements for Final Plats are outlined in Section 5-6.3 of the LDC. Consequently, Section 5-6.3(B) of the LDC outlines the approval standards for Final Plats and Minor Subdivision Plats. Section 5-6.B.3 of the LDC requires that applications for minor subdivision plats may be approved only if the plan is in compliance with all applicable zoning regulations governing the property adopted by the Board of County Commissioners.

Section 1-1 of the LDC confirms that the LDC includes and incorporates the Arapahoe County Zoning and Subdivision Regulations duly adopted by the Arapahoe County Board of County Commissioners.

Section 4-2 of the LDC outlines development guidelines and standards for proposed land development. Under Section 4-2.1.B.1 of the LDC, all development applications must comply with the Standards outlined in Section 4-2.4 of the LDC.

Under Section 4-2.4.2.e, all streets abutting a subdivision shall be complete with curb, gutters, sidewalks, and pavements which shall be designed and constructed in accordance with the Arapahoe County Infrastructure Design and Construction Standards ("IDCS").

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Page 2

The IDCS govern the standards for roadway design for private roads. Under 4.11.1 of the IDCS, a Private Road is defined as any roadway, serving two or more residential lots, which will not be maintained by Arapahoe County. Christensen Lane is a Private Road. The road from Christensen Lane that serves 5090 West Christensen Lane is also a Private Road.

## **I. The Christensen Lane Access Easement does not meet Arapahoe County Requirements**

Arcadia Creek does not have access rights on Christensen Lane that are sufficient to meet the requirements of Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. As a result, the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

The access rights (the “Access Easement”) over Christensen Lane that are relied upon by Arcadia Creek for its development are defined under a Settlement Agreement resolving Arapahoe County District Court Case No. 1992CV2564 (“Christensen Lane Settlement Agreement”), the Order for Entry of Final Judgment in that case (“Final Judgment”), and the Order from Arapahoe County District Court Case No. 2019CV31104 dated July 13, 2020 (“2020 Court Order”).

The Christensen Lane Settlement Agreement was recorded on February 25, 1994 at Reception No. 94029892 and Book 7428 and Page 631 in the records of the Arapahoe County Clerk and Recorder. The Final Judgment was recorded on July 6, 1993 at Reception No. 93084535 and Book 7013 and Page 664 and on November 3, 1993 at Reception No. 93153224 and Book 7224 and Page 676 in the records of the Arapahoe County Clerk and Recorder. The 2020 Court Order has been recorded in Jefferson County, but does not appear to have been recorded in Arapahoe County.

The Christensen Lane Settlement Agreement and the Final Judgment both include a legal description for the Access Easement. A plat of the Access Easement is not included in either document. Enclosed as Exhibit 1 is a plat showing the legal description for Christensen Lane. At its most narrow, at the west end of Christensen Lane Estates, the easement is 22.2 feet in width. At its widest, the easement is 31.6 feet in width. Arcadia Creek has this document in its possession, but it does not appear to have been provided to the Planning Department as part of the Minor Subdivision application, although portions of the legal description do appear to have been relied upon by Arcadia Creek’s engineers where the Access Easement is more than 30 feet in width (Compare C2.1 with C2.5). Where the Access Easement is less than 30 feet in width, Arcadia Creek’s engineers appear to have largely ignored the decreed width of the Access Easement and have described the

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distance between fence lines on the north and south sides of Christensen Lane, which do not define the northern and southern boundaries of the Access Easement. There are multiple descriptions for the width of Christensen Lane which are based on the distance between fences, a proposed thirty-foot-wide easement, and an undefined easement. For example, on Page C2.1, the cross section references a proposed 30.0' easement and a distance of 28.2' between fences. Page C2.1 references a 30.0' Utility Easement. Page C2.2 references an existing 29.6' easement. The Construction Drawings do not explain or provide context for the various calculations or easement references. None appear to tie to the Access Easement.

Neither the ALTA nor the Construction Documents show the complete platted legal description for the Access Easement over Christensen Lane. The Construction Documents are largely based on a proposed easement that is 30 feet in width. They are not based on the Access Easement that was confirmed under the Final Judgment, Settlement Agreement, and 2020 Court Order.

There is an overhead power line along the south side of Christensen Lane. This does not appear on the Construction Drawings or the ALTA.

Section 4.11.4.5 of the IDCS requires a 20 foot-wide paved driving surface and a 6 foot gravel shoulder on each side of the road for a rural private roadway. Arcadia cannot meet this requirement in the section of the Access Easement that is approximately 22 feet in width. It also cannot meet this requirement in any section of the Access Easement because there is not sufficient room for a 20-foot wide paved driving surface, a 5-foot wide pedestrian lane, gravel shoulders on either side of the roadway, and a roadside ditch of sufficient drainage capacity.

The design for the roadway does not track any cross-section in Arapahoe County's Typical Public and Private Roadway Cross Sections, and no variance for this cross-section has been granted. The currently proposed plan is different than the plan that the Arapahoe County Technical Review Committee analyzed in February 2020. In multiple locations, it appears that the proposed design exceeds the maximum grade limitations imposed by the IDCS for both the gravel shoulders and the roadside ditch. In some locations, a grade beam will be necessary on the south side of Christensen Lane to support pavement. It is not clear whether the location of the grade beam is within the Access Easement and, as a result, whether Arcadia Creek has a legal right to construct a grade beam on the south side of Christensen Lane.

The design for the roadway includes the construction of a concrete channel on the north side of Christensen Lane. Arcadia Creek has not established that it has a legal right under the Access Easement to construct such improvements. No such rights are expressly granted



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under the Settlement Agreement or the Final Judgment. Because the legal description for the Access Easement is not platted on the Construction Documents, it is not clear that the channel is even within the Access Easement. Further, it is not clear how cars will be able to safely travel over the gap within the channel without danger. The gap is wider than a standard car tire.

It also is not clear how bi-directional traffic can safely pass through a narrow roadway with a channel on one side and a grade beam on the other. No Cross Sections within the IDCS that would contemplate such a roadway. Until these issues are appropriately addressed, the Minor Subdivision Plat should not proceed.

The Coventry Subdivision, which is located north of Christensen Lane, has a private storm sewer system within the Access Easement. While the storm sewer system has existed for years, there is not a recorded easement for the storm sewer system. A brief description of the privately-owned storm sewer system is outlined in the e-mail attached as Exhibit 2, which the City of Littleton provided to Arapahoe County in 2004. Arcadia Creek has proposed modifications to this storm-sewer system (C2.1 – C2.3, C2.5), but it has not established a legal right to do so or that the Coventry Subdivision has consented to these modifications. This is an important issue because Arcadia Creek is proposing to remove grated inlets that are essential for the operation of Coventry's storm drain system. The plan, as proposed, may create significant drainage problems in Christensen Lane. Until Arcadia Creek can establish a legal right to use and modify this system, its Minor Subdivision Plat should not proceed.

Parcels along the south side of Christensen Lane have water rights that are delivered by an irrigation channel. The irrigation channel does not appear to be addressed anywhere on the plans and it does not appear that Arcadia Creek's engineers have given any consideration to the impact of the proposed plan on the delivery of this irrigation water. Until these issues are addressed, the Minor Subdivision Plat should not proceed.

Because of its narrow width, there is not sufficient space for snow storage within the Access Easement. Historically, this has not been an issue because of the limited use of Christensen Lane west of the Fox Hollow subdivision. With the increased use proposed by Arcadia Creek, it will become an issue. During winter, the proposed concrete channel will be covered with plowed snow. There is no analysis of where plowed snow will be stored, how the proposed concrete channel will function in conjunction with the pre-existing storm sewer system during winter, and or how the proposed system will prevent the north side of Christensen Lane from icing over and creating a dangerous situation on the roadway for the residents using Christensen Lane. This is one example of how the limited width of Christensen Lane is not sufficient for use by twenty-five additional homes.

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## **II. Settlement Agreement Limitations**

When the Christensen Lane Settlement Agreement was signed, the owners of the property now owned by Arcadia Creek were opposing the development of the Fox Hollow subdivision. The purpose of the Christensen Lane Settlement Agreement was to establish legal rights of ingress and egress over a strip of land known as West Christensen Lane for the benefit of all persons or entities owning property bordering the south side of West Christensen Lane. Arcadia Creek's proposal violates several provisions in that agreement.

First, under the Christensen Lane Settlement Agreement, the developer of the Fox Hollow subdivision assumed responsibility for paving Christensen Lane up to the entrance of the Fox Hollow subdivision and maintaining and repairing West Christensen Lane. The owner of Arcadia Creek's property had no such obligation. This is important because Arcadia Creek is unilaterally assuming construction obligations under its proposed plan that it does not have the right or obligation to perform under the Christensen Lane Settlement Agreement. Further, the parties agreed that the roadway that was paved under the Christensen Lane Settlement Agreement (see Section 3(a)) would not have curbs or gutters, and Arcadia Creek is proposing a new roadway bounded with an extensive gutter system.

Under Section 3(d) of the Christensen Lane Settlement Agreement, the parties agreed that if access from West Leawood Drive over Christensen Lane would be limited to emergency access. Arcadia Creek's proposal attempts to circumvent this limitation and provide direct access from Jefferson County to Arapahoe County for non-emergency purposes.

Our clients are concerned that there is no mechanism to stop vehicles from driving around the proposed gate across the access road from Christensen Lane to their property. Arcadia Creek cannot build a fence in the floodplain, and our clients are concerned that this opening will be used for access to and from Jefferson County from Arapahoe County.

Under Section 3(f) of the Christensen Lane Settlement Agreement, the parties confirmed a mutual understanding that Christensen Lane would not become a public right-of-way. Under Section 3(g) of the Christensen Lane Settlement Agreement, the parties agreed that the Access Easement would be subject to existing improvements, including vegetation, and that such improvements would be permitted to remain in their present location. Arcadia Creek has no right to make modifications outside of the Access Easement, and it appears that Arcadia Creek is seeking to make modifications to pre-existing improvements within the Access Easement, which the parties expressly agreed could remain.

Arcadia Creek has proposed sight triangle maintenance prohibitions for its development that violate Section 3(g) of the Christensen Lane Settlement Agreement. It does not appear

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that the owners of 5076 Christensen Drive have agreed to such limitations on the use and development of their property, Arcadia Creek does not have a legal right to impose such restrictions on property owned by third-parties, and two fences and landscaping currently violate these prohibitions.

Section 3(h) of the Christensen Lane Settlement Agreement prohibits the impairment or destruction of drainage and irrigation ditches. Arcadia Creek does not clarify whether its plans violate this prohibition.

### **III. Access to 5090 West Christensen Lane over 5100 West Christensen Lane**

Our clients have an access easement over the east side of 5100 West Christensen Lane (“5090 Access Easement”). They rely on the 5090 Access Easement to access their property. This access easement was confirmed under a Settlement Agreement and Quiet Title Decree resolving Arapahoe County District Court Case No. 1994CV2094. The Settlement Agreement (“5090 Access Settlement Agreement”) was recorded on April 6, 1995 at Reception No. 95032990 and Book 7913 and Page 401 of the Records of the Arapahoe County Clerk and Recorder. The Stipulated Quiet Title Decree (“5090 Access Decree”) was recorded on April 6, 1995 at Reception No. 95032991 and Book 7913 and Page 409 of the Records of the Arapahoe County Clerk and Recorder.

Under Section 5.a of the 5090 Access Decree, our clients are entitled to unrestricted and unlimited permanent rights of ingress and egress across and through the Driveway (which is legally described in the 5090 Access Decree), to and from West Christensen Lane. Arcadia Creek has proposed installing a locked, private gate across the Driveway and this violates our clients’ court-decreed access rights.

While Section 3.a of the 5090 Access Settlement Agreement entitles Arcadia Creek to make changes to the Driveway which do not unreasonably interfere with the ingress and egress easement, the right to make changes does not entitle Arcadia Creek to install a private, locked gate. This is because locked gates are usually considered an unreasonable burden, even if the easement holder is provided with keys. *Lazy Dog Ranch v. Telluray Ranch Corp.*, 923 P.2d 313, 317 (Colo. App. 1996). Locked gates can be acceptable when the deed specifically provided for gates at the entrance and exit of the easement. However, neither the 5090 Access Settlement Agreement nor the 5090 Access Decree provide Arcadia Creek with the right to install a gate at the entrance and exit of the easement. Because our clients are entitled to unrestricted and unlimited rights of ingress and egress to their property, Arcadia Creek is prohibited under Colorado law from installing a private gate between our clients’ property and Christensen Lane.

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When the 5090 Access Settlement Agreement and Decree were finalized, our clients' predecessors agreed to share the costs associated with maintenance and repair of the Driveway. Our clients' predecessor agreed to indemnify Arcadia Creek's predecessor for damages caused by visitors to its property and to pay insurance costs associated with use of the Driveway. Our clients object to paying any maintenance or repair costs associated with the new culvert that has been proposed or the modified driveway that has been proposed. Our clients also object to indemnification or insurance obligations associated with the new driveway and culvert.

Further, the Arapahoe County Notes on the Construction Drawings (C0.0) include references to "Street Maintenance," "Drive, Parking Areas, and Utility Easements Maintenance," "Private Street Maintenance," "Drainage Liability," "Landscape Maintenance." Our clients will not assume any of these responsibilities for the proposed development and have not agreed to do so. Similarly, they will not agree to expand their repair and maintenance obligations beyond those obligations contemplated under the 5090 Access Settlement Agreement or Decree.

Under the first page of Plan Set for the Minor Subdivision Plat, the Easement Chart states that our clients will have an access easement where the Surface/Improvement Maintenance Responsibility is allocated to the Property Owner. It is not clear what easement this chart is referencing, but the Larsons do not agree to bear any additional expenses or cost-sharing arrangements beyond those contemplated under the 5090 Access Settlement Agreement or Decree.

Under Section 3.d of the 5090 Access Settlement Agreement, our clients are only allowed to use the Path within the Driveway for ingress and egress. Under Arcadia Creek's proposed plans, the Path is moved eight feet to the west and eliminates our clients' access right to their Property. Our client's use of any part of the Driveway outside of the Path triggers a fine of \$100 per day under Section 5.c of the 5090 Access Decree. Our clients do not consent to changes to the Path that trigger fines.

Page EC02 of the GESC Plans and Page C1.0 of the Construction Drawings and the Plat Set for the Minor Subdivision show different locations for the proposed road. Under Page C1.0 of the Construction Drawings and the Plat Set for the Minor Subdivision, the roadway is moved to the west and begins approximately 8 feet west of the eastern boundary of the Arcadia Creek Property. This location appears to be different than the location of the road shown on Arcadia Creek's drainage plans. Please confirm whether Mile High Flood District and SEMSWA have approved the new road location.

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Finally, it appears that the transition between Tract G and Tract H is likely to cause drainage problems on our client's property because Tract G is curbed and Tract H is not. What measures are in place to ensure that drainage flowing north from Tract G does not impact our clients' property.

#### **IV. Coon Creek Culvert**

Arcadia Creek has proposed building a new culvert across Coon Creek. The culvert is approximately 21 feet wide and 64 feet long.

The current culvert is located entirely on Arcadia Creek's property. Arcadia Creek's planned culvert is not.

Arcadia Creek is planning to build a part of the new culvert system on 5090 West Christensen Lane, our clients' property, and a part on 5046 Christensen Drive, a property within the Fox Hollow subdivision. Our clients have not and will not grant Arcadia Creek access rights on their property to construct, maintain, or repair the proposed culvert. If Arcadia Creek wants to construct a new culvert over Coon Creek for its development, it must do so on its own property and in a manner that does not unreasonably interfere with our clients' ingress and egress rights.

Our clients want to emphasize that they believe that this culvert, as proposed, is not safe. Without guard rails, cars, golf carts, and bike riders are likely to drive off of the culvert, especially in the winter, and pedestrians, especially children who frequently play in this area, are likely to fall off the culvert. Our clients will assume no liability for this structure.

#### **V. Drainage**

Arcadia Creek has proposed drainage onto our clients' property from the southwest corner of the proposed development. Our clients have not granted and will not grant Arcadia Creek a drainage easement over their property for the proposed development.

#### **VI. Engineering Issues**

A report by Mace Pemberton, P.E. is being provided separately. This report addresses engineering issues that have not been appropriately addressed in the Minor Subdivision Plat.

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Our clients appreciate your consideration of these issues and respectfully request you're you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

Sincerely,

MOYE WHITE LLP



David M. "Merc" Pittinos

cc: client  
Robert J. Hill (rhill@arapahogov.com)



August 11, 2023

Via E-mail (MOrkild-Larson@arapahoegov.com; jboateng@arapahoegov.com)

Molly Orkild-Larson  
Principal Planner  
Arapahoe County Public Works and  
Development Planning Department  
6924 South Lima Street  
Centennial, Colorado 80112

Re: PM22-006: Minor Subdivision Plat for Arcadia Creek LLC

Dear Ms. Orkild-Larson:

Our firm represents Ivar A. Larsen and Anne Larsen, the owners of 5090 West Christensen Lane Littleton, Colorado 80123. On our clients' behalf, we submit the comments below on the resubmittal for the Minor Subdivision Plat application submitted by Arcadia Creek LLC associated with the proposed development at 5100 West Christensen Lane.

Arcadia Creek's resubmittal responds to but does not resolve many of the issues raised in our correspondence dated January 12, 2023. That letter is incorporated by reference in its entirety, and our clients raise the same objections to the issues that Arcadia Creek failed to address.

There are a few issues that our clients have asked that we address in more detail.

## **I. Coon Creek Culvert**

The current culvert is located entirely on Arcadia Creek's property. Arcadia Creek has not provided as-built drawings to show where the culvert is located. Arcadia Creek claims in its submittal that the culvert is located on our clients' property and that our clients conceded that point. Arcadia Creek's planned culvert is not on our clients' property, and our clients were clear in their prior comments that the culvert is not located on their property.

Arcadia Creek is planning to build a part of the new culvert system on 5090 West Christensen Lane, our clients' property, and a part on 5046 Christensen Drive, a property within the Fox Hollow subdivision. Our clients have not and will not grant Arcadia Creek access rights on their property to construct, maintain, or repair the proposed culvert. If Arcadia Creek wants to construct a new culvert over Coon Creek for its development, it must do so on its own property and in a manner that does not unreasonably interfere with our clients' ingress and egress rights.

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In correspondence dated September 13, 2021, which was included in Arcadia Creek's submittal, Tiffany Clark of SEMSWA wrote to Charlie Keener and confirmed that SEMSWA does not have an easement on our clients' property. She wrote, "In the meantime, could you provide a letter or email from the owner allowing SEMSWA to access the property to remove the debris from the culvert as we do not have an easement."

It has come to our client's attention that either SEMSWA or Arcadia Creek is taking the position that the Drainage Easement that is identified on the Fox Hollow plat provides an easement for construction of a culvert and tail walls on our clients' property.

The Drainage Easement on our client's property that is referenced on the Fox Hollow plat was created because of requirements of the Arapahoe County Arapahoe County Storm Drainage Design and Technical Criteria. The current Stormwater Management Manual requires that Drainage Easements are granted to the County for inspection and maintenance purposes. Under these rules, maintenance responsibility lies with the owner or the land, except as modified by specific agreement. Under the Fox Hollow plat, easements were dedicated to Arapahoe County. Arapahoe County has the right to conduct maintenance of the Drainage Easement, but the maintenance obligations were shifted from Arapahoe County to property owners.

Based on the plain language of the Fox Hollow plat and the Arapahoe County Drainage Criteria, neither SEMSWA nor Arcadia Creek has a legal right to construct a culvert or tail walls on our clients' property. Further, the installation of the proposed tail walls would require the removal of a number of trees on our clients' property, which is unacceptable and not authorized.

Because Arcadia Creek does not have a legal right to construct the proposed culvert, we request that you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

## **II. The Christensen Lane Access Easement does not meet Arapahoe County Requirements**

The second submittal does not address the fact that Arcadia Creek does not have access rights on Christensen Lane that are sufficient to meet the requirements of Section 4.11.4.5 of the Arapahoe County Infrastructure Design and Construction Standards. The detail for this point was outlined in correspondence dated January 12, 2023, which is incorporated by reference. As a result, the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.



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### **III. Engineering Issues**

A report by Mace Pemberton, P.E. is being provided separately. This report addresses engineering issues that have not been appropriately addressed.

Our clients appreciate your consideration of these issues and respectfully request that you find that the Minor Subdivision Plat is not ready to proceed and should not be forwarded to the Planning Commission for a hearing.

Sincerely,

MOYE WHITE LLP



David M. "Merc" Pittinos

cc: client  
Robert J. Hill (rhill@arapahoe.gov.com)  
Tiffany Clark (tclark@semswa.org)

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING, LTD., APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

JR ENGINEERING, LTD.  
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NO.	SCALE	AS SHOWN	DATE	BY	REVISION	DATE
1	AS SHOWN	1"=50'	3-19-93	LMA	1	3-19-93
2	AS SHOWN	1"=50'	3-19-93	LMA	2	3-19-93
3	AS SHOWN	1"=50'	3-19-93	LMA	3	3-19-93

SCALE	DATE	DES. BY	CHK. BY	DWN. BY
1"=50'	3-19-93	LMA	LMA	LMA

LEGAL DESCRIPTION - CHRISTENSEN LANE

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, BEING MONUMENTED AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19 BY A 2" IRON PIPE AND AT THE SOUTHWEST CORNER OF SAID SECTION 19 BY A NO. 3 REBAR WITH A LINE BETWEEN ASSUMED TO BEAR S00°01'28"W.

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, THENCE S00°01'28"W AND ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, A DISTANCE OF 612.82 FEET TO THE SOUTHWEST CORNER OF THE BOUNDARY OF COVENTRY AMENDED PLAT, RECORDED IN PLAT BOOK 26 AT PAGES 19-22, SAID SOUTHWEST CORNER BEING THE POINT OF BEGINNING; THENCE N89°46'37"E AND ALONG THE SOUTH BOUNDARY LINE OF COVENTRY AMENDED PLAT, A DISTANCE OF 1,434.50 FEET TO THE SOUTHEAST CORNER OF COVENTRY AMENDED PLAT; THENCE S00°00'00"E AND ALONG THE WEST LINE OF THREE PONDS SUBDIVISION, RECORDED IN PLAT BOOK 23 AT PAGE 97, A DISTANCE OF 2.19 FEET TO THE SOUTHWEST CORNER OF THE BOUNDARY OF THREE PONDS SUBDIVISION; THENCE N89°54'25"E AND ALONG THE SOUTH BOUNDARY OF THREE PONDS SUBDIVISION, A DISTANCE OF 257.97 FEET TO THE SOUTHWEST CORNER OF CHRISTENSEN LANE ESTATES, RECORDED IN PLAT BOOK 105 AT PAGES 45-47; THENCE N89°45'09"E AND ALONG THE SOUTH BOUNDARY OF CHRISTENSEN LANE ESTATES, A DISTANCE OF 767.05 FEET TO THE NORTHWEST CORNER OF TRACT "C", CHRISTENSEN LANE ESTATES (PRIVATE ROAD); THENCE S00°01'05"E AND ALONG THE WEST LINE OF SAID TRACT "C", A DISTANCE OF 22.20 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 6315 AT PAGE 188; THENCE S89°43'49"W AND ALONG THE NORTH DEED LINES OF PARCELS OF LAND CONVEYED IN DEEDS RECORDED IN BOOK 6315 AT PAGE 188 AND IN BOOK 2835 AT PAGE 91, A DISTANCE OF 499.76 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2835 AT PAGE 91; THENCE S00°01'05"E AND ALONG THE WEST DEED LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2835 AT PAGE 91, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 2247 AT PAGE 306; THENCE N89°56'27"W AND ALONG THE NORTH DEED LINES OF PARCELS OF LAND CONVEYED IN DEEDS RECORDED IN BOOK 2247 AT PAGE 306 AND BOOK 5468 AT PAGE 21, A DISTANCE OF 319.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3265 AT PAGE 584; THENCE N89°59'41"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3265 AT PAGE 584, A DISTANCE OF 191.44 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3172 AT PAGE 673; THENCE S89°57'59"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3172 AT PAGE 673, A DISTANCE OF 327.16 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3036 AT PAGE 623; THENCE S89°57'59"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3036 AT PAGE 623, A DISTANCE OF 253.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4726 AT PAGE 528; THENCE N89°59'50"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4726 AT PAGE 528, A DISTANCE OF 749.17 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S00°23'42"E, A DISTANCE OF 0.76 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767; THENCE S89°57'37"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 120.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE N00°01'28"E AND ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, A DISTANCE OF 28.23 FEET TO THE POINT OF BEGINNING. CONTAINING 1.627 ACRES.

AND

BEGINNING AT THE NORTHWEST CORNER OF TRACT "C", CHRISTENSEN LANE ESTATES (PRIVATE ROAD); THENCE N89°45'09"E, A DISTANCE OF 255.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 1820 AT PAGE 213; THENCE N88°44'55"E AND ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 1820 AT PAGE 213, A DISTANCE OF 490.39 FEET TO THE NORTHEAST CORNER OF TRACT "D", CHRISTENSEN LANE ESTATES; THENCE S21°43'54"W AND ALONG THE EAST LINE OF SAID TRACT "D", A DISTANCE OF 32.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 6514 AT PAGE 442; THENCE N89°21'09"W AND ALONG SAID NORTH LINE, A DISTANCE OF 208.86 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4314 AT PAGE 44; THENCE S89°16'27"W AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 4314 AT PAGE 44, A DISTANCE OF 524.75 FEET TO THE WEST LINE OF TRACT "D", CHRISTENSEN LANE; THENCE N00°01'05"W AND ALONG SAID WEST LINE, A DISTANCE OF 22.20 FEET TO THE POINT OF BEGINNING. CONTAINING 0.384 ACRE.

AND

BEGINNING AT THE NORTHEAST CORNER OF TRACT "D", CHRISTENSEN LANE ESTATES; THENCE N89°21'09"W ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 60.09 FEET; THENCE N21°43'54"E AND ALONG EAST LINE OF SAID TRACT "D", A DISTANCE OF 32.00 FEET; THENCE N88°44'55"E, A DISTANCE OF 81.27 FEET TO THE WESTERLY LINE OF PLATTE CANYON ROAD; THENCE S45°44'05"W AND ALONG SAID WESTERLY LINE, A DISTANCE OF 46.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.050 ACRE.

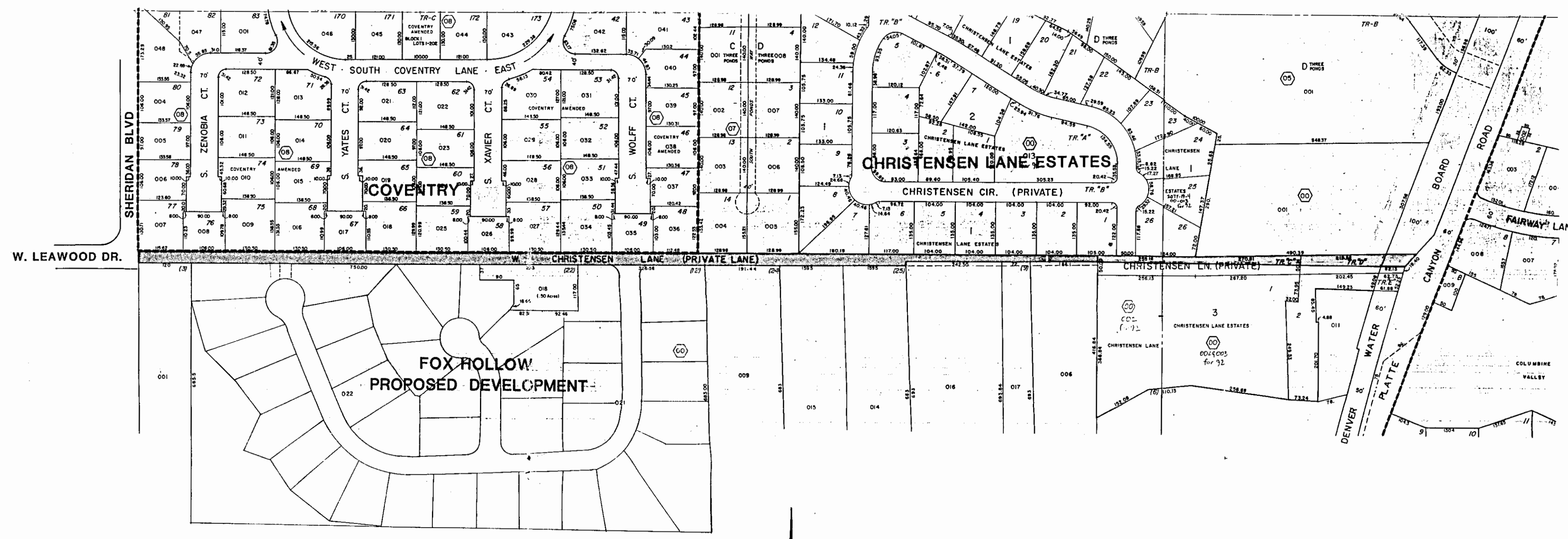
ALL RECORDED DEEDS AND PLATS REFERRED TO IN THIS LEGAL DESCRIPTION ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO.

LEGAL DESCRIPTION STATEMENT

I, LEWIS M. HELMS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

*Lewis M. Helms* 3-19-93  
LEWIS M. HELMS, REGISTERED LAND SURVEYOR  
COLORADO NO. 24308  
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

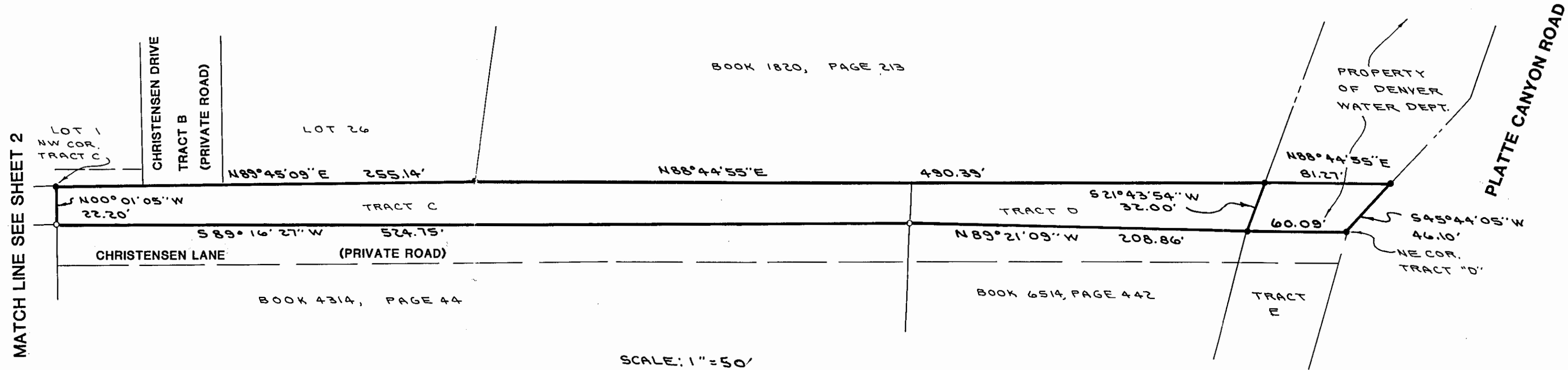
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



COLUMBINE HEIGHTS



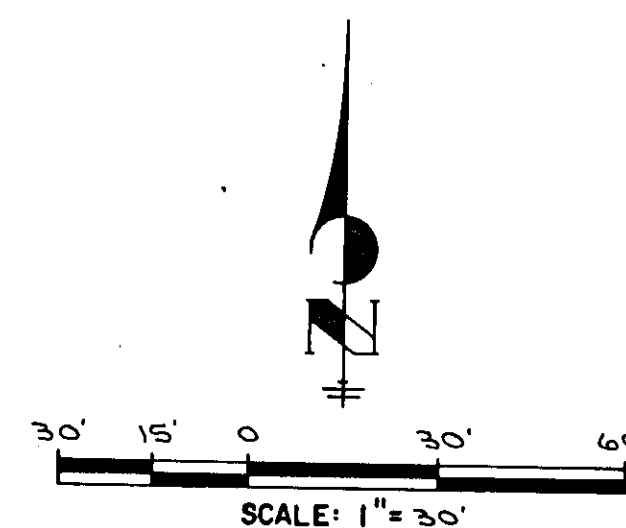
CHRISTENSEN LANE ESTATES  
BK. 105, PGS. 45-47



REV.	NO.	WK.	SH.	COMP.	R.	COORD.	D.	PLAT.	DRN.	ST.	ROAD.	SAN.	WATER.	STORM.	O.	LOT.	QUANT.	FIELD.

REV.	NO.	WK.	SH.	COMP.	R.	COORD.	D.	PLAT.	DRN.	ST.	ROAD.	SAN.	WATER.	STORM.	O.	LOT.	QUANT.	FIELD.



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UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING, LTD. APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

**IR ENGINEERING, LTD.**  
3857 S. SPRUCE STREET  
ENGLEWOOD, COLORADO 80112  
303-740-9393

**ENGINEERING / PLANNING / SURVEYING**

[illegible]

CHRISTENSEN LANE

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED SURVEY  
AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL  
DESCRIPTION.

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Book 7913 Page 401  
Rec Fee: \$40.00  
Doc Fee: \$0.00  
Donetta Davidson  
Arapahoe Co CLK/REC

**SETTLEMENT AGREEMENT**  
(hereinafter "Agreement")

THIS AGREEMENT is entered into as of the date hereinafter set forth by, between and among Henry G. Reifsneider ("Reifsneider") and Laguna Builders, Inc. ("Laguna"); and William O. Wieder and Katherine W. Wieder (collectively "the Wieders").

WHEREAS, there is pending in the Arapahoe County District Court, Civil Action No. 94 CV 2094, entitled Laguna Builders, Inc., et al. v. Wieders, et al., ("the Action"); and

WHEREAS, Reifsneider and Laguna brought the Action seeking to establish legal rights of ingress and egress over a strip of land ("the Driveway") located on property (5100 West Christensen Lane, hereinafter "the Servient Estate") owned by the Wieders; and

WHEREAS, the Driveway provides access between West Christensen Lane and that portion of the property ("the Dominant Estate") owned by Reifsneider (namely Tract B of Fox Hollow Subdivision, which plat map is recorded in Book 115, Page 17-18, at Reception No. 94-106760), which is bounded by the Servient Estate, Coon Creek and Dutch Creek; and

WHEREAS, Reifsneider and Laguna have established through a survey (namely Exhibit A and Exhibit B to the attached "Stipulated Quiet Title Decree") the legal description of the Driveway on which they seek to impose an ingress and egress easement for the benefit of the parties to this Agreement; and

WHEREAS, the purpose of this Agreement is to compromise and settle all the claims asserted in the Action, said settlement to establish certain rights of ingress and egress and to involve the dismissals, agreements and covenants herein contained which are deemed by the parties hereto to be fair and reasonable under the circumstances, giving due regard to their differing positions and the uncertainties of litigation; and

WHEREAS, by agreeing to the compromise and settlement herein contained none of the parties hereto admit, and on the contrary each expressly denies, any and all claims and liability to the other party or parties of any kind or nature whatsoever, whether under any agreement, written or oral, any federal or state statute, common law, or otherwise; and

*Handwritten signature/initials*

**WHEREAS**, this Agreement is entered into for good and valuable consideration, including the compromise and settlement of the Action and the dismissal, covenants and agreements herein contained and provided for;

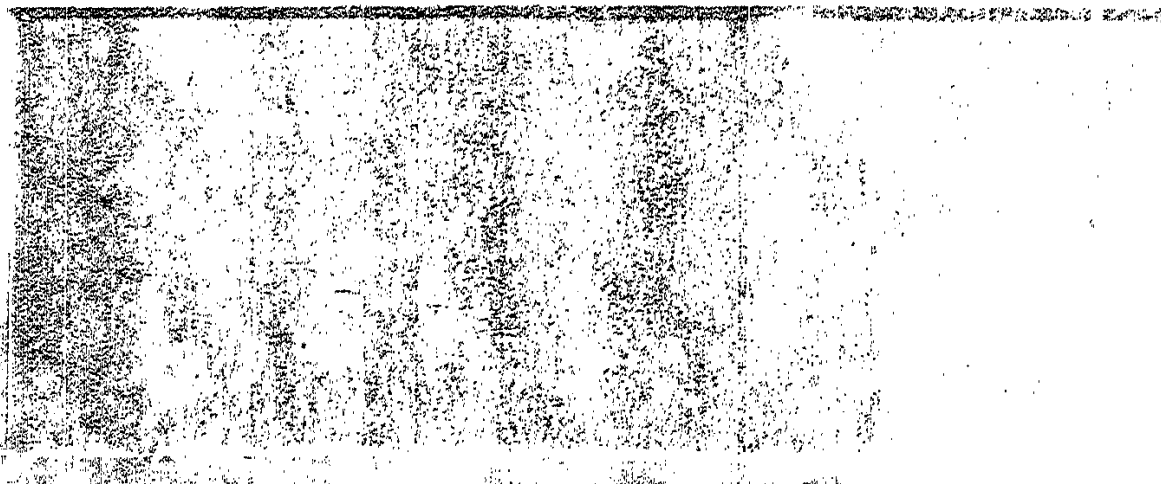
**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties hereto hereby authorize their counsel, Robinson, Waters, O'Dorisio and Rapson, P.C. for Reifsneider and Laguna, and Holme Roberts & Owen LLC for the Wieders, to execute and file with the Court the "Stipulated Quiet Title Decree" attached hereto.
2. The Wieders represent and warrant that they have no known, existing claims against Reifsneider or Laguna, except a claim for tree damage. Reifsneider and Laguna represent and warrant that they have no known, existing claims against the Wieders other than the claims asserted in the Action, all of which are resolved by virtue of this Agreement.
3. All parties agree that the following covenants, warranties and representations will apply, attach to and run with the Dominant Estate and Servient Estate:
  - a. The Wieders shall have the right, but not the duty (except where necessary to permit ingress and egress), to perform any and all maintenance of the Driveway and repairs thereto. The Wieders retain the right to make any changes to the Driveway which do not unreasonably interfere with the ingress and egress easement. The parties agree to share equally all reasonable and necessary expenses incurred in maintaining or repairing the Driveway, including but not limited to costs associated with snow removal, costs resulting from regrading of the Driveway, and costs incurred in repairing damage to the Driveway caused by either an act of God or by some person or entity not a party to this Agreement, not a successor to a party to this Agreement, or not an agent, invitee, employee, family member or guest of the parties to this Agreement.

*11/12/95*

- b. Reifsneider agrees to indemnify the Wieders for any damage, expense, liability, or injury caused by Reifsneider or any invited party using the Driveway to gain access to the Dominant Estate, to the full extent allowed by law, including reimbursement of attorneys' fees and litigation costs, and fees and costs incurred in any indemnity action.
- c. Reifsneider also agrees to pay, on a yearly basis, any portion of the Wieders' homeowner's liability insurance premium which is attributable to the use of the easement by Reifsneider or any other party using the easement to gain access to the Dominant Estate.
- d. Reifsneider recognizes that only a portion of the Driveway has been used for ingress and egress, which portion is designated as the "Path," and defined as that portion of the Driveway used for actual ingress and egress as of February 28, 1995. Reifsneider shall not be allowed to expand or alter the course of the Path, or to affect any vegetation located in the Driveway, and shall use only the Path for ingress and egress. Other portions of the Driveway not part of the Path may be used for maintenance, in accordance with subparagraph (a) above.
- e. In the event that any party to this Agreement shall cease to use the Driveway, then the party who continues to use the Driveway shall assume sole maintenance and repair responsibilities for the Driveway, including responsibility for all expenses associated with maintenance and repair. The party continuing to use the Driveway shall have authority to conduct all necessary maintenance and repair. Notwithstanding the provisions of paragraph 3(a), in the event of major damage or the need for major repair to the Driveway, either party may elect to cease using the Driveway, by giving written notice to the other party, and shall therefore be released from any

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responsibility to repair the Driveway. A party may not make such an election if he or she caused the damage.

- f. The portion of the Dominant Estate to which the Driveway provides ingress and egress shall only contain a single-family residence.
- g. Any obligations, duties, or rights assumed by the Wieders or Reifsneider shall apply to all successive owners of either the Dominant or Servient Estate. A party or person assuming obligations or rights under this Agreement or the Stipulated Quiet Title Decree shall be released from those obligations and forfeit those rights when he or she no longer retains any interest in the Dominant or Servient Estate.

4. The parties agree to record this Agreement and this Stipulated Quiet Title Decree in the real property records of Arapahoe County.

5. Upon execution of this Agreement Laguna shall pay to the Wieders the total sum of \$15,000 in cash or certified funds. It is the parties' intention that the rights and obligations contained in this Agreement and in the Stipulated Quiet Title Decree shall run with both the Dominant and Servient Estates.

6. In consideration of the payment of \$15,000, the hereinbelow described mutual release of claims, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby release, acquit and forever discharge each other from any and all claims, counterclaims, controversies, third-party claims, set-offs, promissory notes, deeds of trust, demands, expenses, damages, costs, debts, attorney fees, consequential damages, sums of money, contracts, promises, agreements, responsibilities, liabilities, actions, causes of action, suits, at law or in equity, which they presently have or which they ever have had, known or unknown, suspected or unsuspected, certain or uncertain, liquidated or contingent against each other, except as otherwise set forth in this Agreement. The Wieders do not release Laguna from any claim they may have for tree damage.

For purposes of this paragraph only, whenever reference is made to one of the parties to this Agreement, it shall also include (without limitation whatsoever) Laguna Home Builders, Inc., Barry Talley, the parties' parents, subsidiaries and related entities, their respective predecessors, heirs, personal representatives, successor and assigns and all of their past and present officers, directors, shareholders, attorneys, partners, agents and employees. In addition, it shall include every capacity (e.g., as individual, agent, partner, trustee) in which the party has acted.

7. Promptly upon execution of this Agreement, and in no event later than March 15, 1995, the attorneys for the respective parties in the Action shall cause to be filed with the Court the "Stipulated Quiet Title Decree" attached hereto.

8. The mutual general releases hereinabove set forth shall in no way impair or limit the enforcement and validity of the covenants and agreements set forth herein.

9. Each party hereto shall bear his or its own attorney fees, costs and expenses in connection with the Action and with respect to the negotiation, preparation, execution, delivery and closing of this Agreement.

10. This Agreement is the entire agreement between and among the parties hereto. This Agreement shall not be changed, altered, amended or modified except in a writing signed by the parties hereto. Colorado law shall govern the interpretation of this Agreement.

11. This Agreement shall bind and inure to the benefit of the parties hereto and any of their successors, assigns, heirs, personal representatives, or trustees in bankruptcy, and shall be and become effective the date and year set forth below.

12. Each party hereto has received independent legal advice from his or its attorneys or other advisors of their choice with respect to the advisability of entering into this Agreement provided for herein and with respect to the advisability of executing the Agreement.

13. Except for the representations and warranties contained herein, none of the parties hereto has made any statement or representation to another party regarding any fact relied upon by such party in entering into this Agreement, and none of the parties relies upon any statement



or representation or promise of any other party in executing this Agreement.

14. Each party hereto has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as he, she or it deems necessary, and no party relies upon any promise or representation by any other party with respect to any such matter.

15. Each party warrants, covenants, promises and represents that he, she or it has not assigned, hypothecated, transferred or otherwise conveyed to any third party any claim that such party has or at any time had against any party to this Agreement.

16. Each party hereto has read this Agreement and understands the contents thereof and has freely and voluntarily entered this Agreement with no restraints or impediments, whether legal, medical, psychological, or otherwise.

17. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

18. This Agreement may be executed via facsimile and such signatures (if any) will be deemed to be original signatures.

EXECUTED this 9<sup>th</sup> day of March, 1995.

Henry C. Reifsnider  
Henry C. Reifsnider

LAGUNA BUILDERS, INC.

William O. Wieder

Katherine W. Wieder

By: Harry L. Talley  
Harry Talley, President

dmd/ah1

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or representation or promise of any other party in executing this Agreement.

14. Each party hereto has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as he, she or it deems necessary, and no party relies upon any promise or representation by any other party with respect to any such matter.

15. Each party warrants, covenants, promises and represents that he, she or it has not assigned, hypothecated, transferred or otherwise conveyed to any third party any claim that such party has or at any time had against any party to this Agreement.

16. Each party hereto has read this Agreement and understands the contents thereof and has freely and voluntarily entered this Agreement with no restraints or impediments, whether legal, medical, psychological, or otherwise.

17. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one and the same Agreement.

18. This Agreement may be executed via facsimile and such signatures (if any) will be deemed to be original signatures.

EXECUTED this 9th day of <sup>March</sup> February, 1995.

\_\_\_\_\_  
Henry C. Reifsnieder

LAGUNA BUILDERS, INC.

William O. Wieder  
William O. Wieder

Katherine W. Wieder  
Katherine W. Wieder

By: \_\_\_\_\_  
Barry Talley, President

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

Subscribed, sworn to and acknowledged before me this 9th day  
of March, 1994, by Barry Talley as President of Laguna Builders,

My commission expires: April 17, 1998.

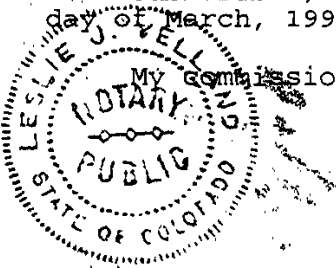


Leslie J. Yelland  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

Subscribed, sworn to and acknowledged before me this 9th  
day of March, 1994, by Henry G. Reifsneider.

My commission expires: April 17, 1998.

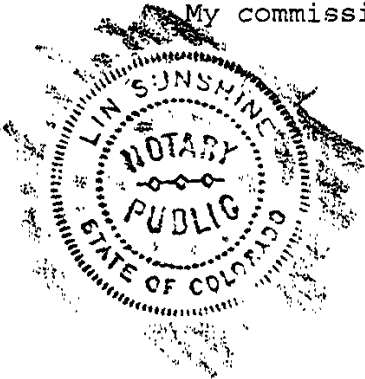


Leslie J. Yelland  
Notary Public

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

Subscribed, sworn to and acknowledged before me this 9th day  
of March, 1994, by William O. Wieder and Katherine W. Wieder.

My commission expires: September 18, 1995.



Lin Sunshine  
Notary Public

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DECEMBER 12 1995

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Book 7913 Page 409  
Rec Fee: \$25.00  
Doc Fee: \$0.00  
STATE OF COLORADO  
Arapahoe Co. CLK/REC

DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO

Case No. 94-CV-2094, Courtroom 3

**STIPULATED QUIET TITLE DECREE**

**LAGUNA BUILDERS, INC., a Colorado corporation, and HENRY G. REIFSNEIDER,**

**Plaintiffs,**

**vs.**

**WILLIAM O. WIEDER, KATHERINE W. WIEDER, FIRST INTERSTATE BANK OF ENGLEWOOD, N.A., DIRECTORS MORTGAGE LOAN CORPORATION, ROBERTA GILLIS (PUBLIC TRUSTEE FOR THE COUNTY OF ARAPAHOE), and COLUMBINE WATER AND SANITATION DISTRICT,**

**Defendants.**

Pursuant to the agreement of counsel for the parties, namely the plaintiffs, Laguna Builders, Inc. ("Laguna") and Henry G. Reifsneider ("Reifsneider"), by and through their counsel, Robinson, Waters, O'Dorisio and Rapson, P.C., and defendants, William O. Wieder and Katherine W. Wieder ("the Wieders"), by and through their counsel, Holme Roberts & Owen LLC, and the Disclaimers filed with the Court, it is the judgment, order and decree of the Court that:

1. Reifsneider is the fee owner of a three-acre parcel of property known as Tract B of Fox Hollow Subdivision (hereinafter the "Dominant Estate"), which plat map is recorded in Book 115, Pages 17-18, at Reception No. 94-106760.
2. The Wieders own the property (5100 West Christensen Lane, Littleton, Colorado) adjacent to the Dominant Estate. Said property shall be referred to hereinafter as the "Servient Estate."
3. This Court has jurisdiction and venue in this action inasmuch as the plaintiffs' Complaint seeks to establish rights of ingress and egress across property located in the County of Arapahoe, State of Colorado.
4. This action under C.R.C.P. 105 concerns a 20-foot (approximately) wide strip of land on the eastern boundary of the Servient Estate hereinafter referred to as

**"the Driveway."** The Driveway provides ingress and egress for the Servient Estate and a portion of the Dominant Estate to and from West Christensen Lane. The Driveway is depicted on Exhibit A and its legal description is set forth on Exhibit B. The portion of the Dominant Estate for which the Driveway provides access is only that portion bordered by the Servient Estate, Coon Creek, and Dutch Creek.

5. The parties agree to the entry of this quiet title decree as follows:

- a. Reifsneider and all subsequent owners of the Dominant Estate, together with their successors, assigns, heirs, and personal representatives, and the family members, employees, agents, servants, independent contractors, guests, licensees, or invitees of the foregoing are entitled to unrestricted and unlimited permanent rights of ingress and egress across and through the Driveway, to and from the portion of Dominant Estate identified above and West Christensen Lane;
- b. Reifsneider and all subsequent owners of the Dominant Estate have assumed certain responsibilities with respect to the easement conveyed in paragraph 5(a) above, which responsibilities are set out in the "Settlement Agreement" executed by Reifsneider, Laguna Builders, Inc., and William O. Wieder and Katherine W. Wieder.
- c. The interest described in paragraph 5(a) is an easement only, and the Wieders and their successors retain the same ownership interest in the Driveway and have the same right to use the Driveway which they held before the entry of this Stipulated Quiet Title Decree, except to the extent that that interest and use is inconsistent with the rights set out in 6(a). Nothing in this decree nor in the "Settlement Agreement" shall give Reifsneider or his successors any right to use any portion of the Servient Estate except the Driveway. If Reifsneider or his successors use any portion of the Servient Estate except the Driveway, they shall be liable to the Wieders for such use at a rate of \$100 per

day, in addition to any damage caused by  
the use.

DONE IN COURT THIS 10<sup>th</sup> day of March, 1995.

BY THE COURT:

**JUDGE LEVI**

The Honorable Thomas C. Levi  
District Court Judge

APPROVED AS TO FORM AND SUBSTANCE:

ROBINSON, WATERS, O'DORISIO  
AND RAPSON, P.C.

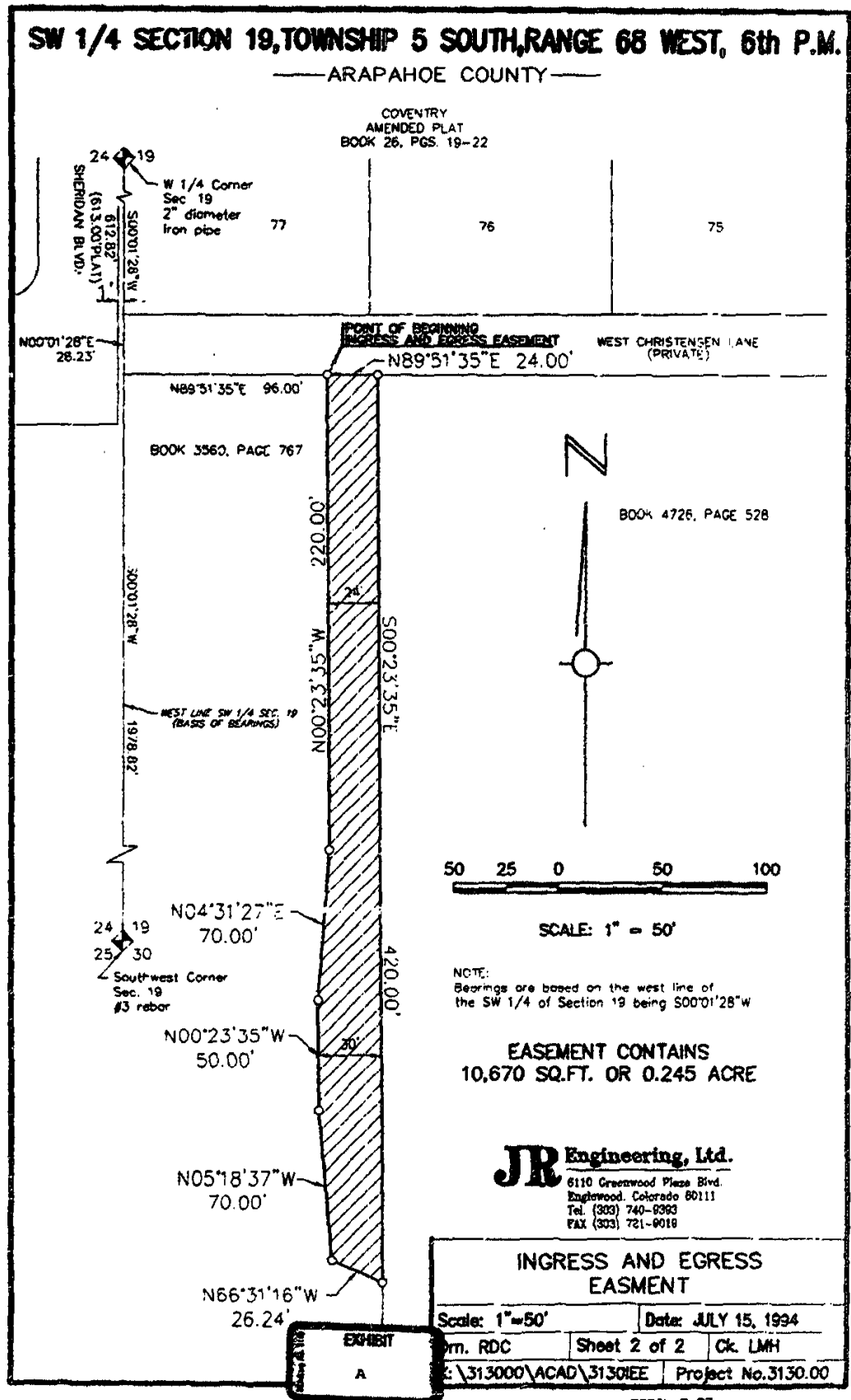
HOLME ROBERTS & OWEN LLC

Chevis F. Horne

Chevis F. Horne #13049  
1099 18th Street, Suite 2600  
Denver, CO 80202  
(303) 297-2600

Daniel P. Maguire

Daniel P. Maguire, #23543  
1700 Lincoln Street, Suite 4100  
Denver, CO 80203  
(303) 861-7000



Inst :00032991 Book :7913 Page .415

JOB NUMBER LS130.00L  
JULY 15, 1994, SHEET 1 OF 2

LEGAL DESCRIPTION - INGRESS AND EGRESS EASEMENT

AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, BEING MONUMENTED AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19 BY A 2" IRON PIPE AND AT THE SOUTHWEST CORNER OF SAID SECTION 19 BY A NO. 3 REBAR WITH A LINE BETWEEN ASSUMED TO BEAR S00°01'28"W.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE N00°01'28"E AND ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, A DISTANCE OF 1978.82 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767; THENCE N89°51'35"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°51'35"E ALONG THE NORTH LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 24.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767; THENCE S00°23'35"E ALONG THE EAST LINE OF PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767 A DISTANCE OF 420.00 FEET; THENCE N86°31'16"W A DISTANCE OF 26.24 FEET; THENCE N05°18'37"W A DISTANCE OF 70.00 FEET; THENCE N00°23'35"W ALONG A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 50.00 FEET; THENCE N04°31'27"E A DISTANCE OF 70.00 FEET; THENCE N00°23'35"W ALONG A LINE 24.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL OF LAND CONVEYED IN DEED RECORDED IN BOOK 3560 AT PAGE 767, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

EASEMENT COVERS 10,670 SQUARE FEET OR 0.245 ACRES.

LEGAL DESCRIPTION STATEMENT

I, LEWIS M. HELMS, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

*Lewis M. Helms*  
LEWIS M. HELMS, REGISTERED LAND SURVEYOR  
COLORADO NO. 24308  
FOR AND ON BEHALF OF JR ENGINEERING, LTD.  
6110 GREENWOOD PLAZA BLVD.  
ENGLEWOOD, COLORADO 80111

