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April 2, 2025

Surrey Ridge HOA

Board of Directors

Via email: Fayrid Ladha fayrid@gmail.com,

Amber Paciotti amber.paciotti@gmail.com,

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Re: 516 Stirrup Ln.

Dear Board Memembers:

As you know, I represent Mr. John Grissom with respect to the issues which have arisen concerning the property located at 516 Stirrup Lane.

First, I want to thank you for alerting me to the special meeting of the homeowner association membership currently scheduled for April 10, 2025. I've reviewed the ballot, and the accompanying options available under same and thought it might be helpful to contact the Board of Directors regarding Mr. Grissom's position on the matter.

Obviously, option 3, the purchase of an easement is preferable to Mr. Grissom, and I believe, the best option under the circumstances there are several reasons this is so.

An easement would provide a permanent solution to the issue and is superior to a license, because it preserves the value of the property. This is in the interest of not only Mr. Grissom, but also the homeowners and Surrey Ridge at large. A license, which by its nature is not necessarily permanent, would erode the value of the parcel as it would call into question the continued existence of ingress and egress to 516 Stirrup Lane. Of course, such an easement would, by necessity, have to be the subject of appropriate compensation to the homeowner's association.

While Mr. Grissom's preference for an easement is obvious, I would like to point out a few of the salient points which inform the matter. The existing driveway at time of purchase did not comply with current standards for width and grade for general use including emergency vehicle access. Part of the rehabilitation of the ingress and egress to the property at 516 Stirrup Lane included revisions which now make that access possible not only for the property at 516 Stirrup Lane., but the adjoining homeowner's association parcel. Further, the erosion issue which presented itself with the rehabilitation of the driveway had two basic solutions. One, increase the slope and thereby widen the driveway which would have necessitated a wider driveway that exists now, or two, construct retaining walls which were able to narrow the driveway significantly, but at a substantially increased cost. The retaining walls not only narrowed the driveway, but also addressed erosion concerns which exist not only between the parcel at 516 Stirrup Lane, but the adjoining homeowner's association property. While Mr. Grissom now recognizes the encroachment that has occurred, it was not done maliciously or in bad faith, and his intent was to make the improvements for 516 Stirrup Lane as efficiently and within the regulations of the county engineer's report to the greatest extent possible. I mention this to point out that there is a benefit which exists with respect to the retaining walls which would tend to emphasize their utility. That utility would be completely lost should

they be destroyed at this point. It is worth noting that the installation of those walls exceeded \$100,000.

The option of removal of the walls is not economically feasible. Mr. Grissom has no desire to perpetuate the dispute or to resolve the matter formally, but it is worth observing that a mandatory injunction, which I believe is the only method by which the walls could be ordered removed, does take into account the relative economic factors. Such an analysis makes the purchase of an easement far more economically efficient, especially so when one considers that the encroachment encompasses approximately 1400 ft.².

Mr. Grissom is fully aware of the homeowner's association's desire to not set a precedent for encroachments on the homeowner association owned land. As stated above, the encroachment was not intentional, nor was it done with any malice. Mr. Grissom undertook to improve the property and while the retaining walls unfortunately do encroach, that encroachment has collaterally benefited the homeowner's association property with respect, particularly, to emergency vehicle ingress and egress on the north side of the development.

Should the homeowner's association be amenable to an easement arrangement, Mr. Grissom is willing to purchase the same for market value plus some sort of reasonable penalty over and above the price so as to establish a precedent with the homeowner's association that any encroachment is not economically efficient. Such an arrangement would clearly indicate Mr. Grissom's error, and establish a precedent that should such an unfortunate incident arise again, the homeowner's association has not conceded to such behavior without an appropriate penalty.

Finally, upon my review of the appropriate bylaws, is my understanding that voting members are those which owned parcels within Surrey Ridge Homeowner's Association and have paid the appropriate assessments. Would you be able to provide me with the names of persons so authorized to vote? If I'm mistaken in this understanding, I appreciate receiving advice as to what

constitutes a voting member under the Surrey Ridge Homeowners Association documents.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kelly B. Campbell', written in a cursive style.

Kelly B. Campbell