WILLIS & CONNELLY, P.C.

ATTORNEYS AT LAW

Kent B. Willis

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P.O. Box 1639
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(970) 453-0950
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April 24, 2020

Michelle Eddy
Town Manager
Town of Blue River, Colorado
P.O. Box 1784
Breckenridge, CO 80424

Re: Lot Line Adjustment – Lot 5, Louise Placer Subdivision, Blue River, CO (the "Property")

Dear Ms. Eddy,

This firm represents H.L. "Skip" and Janet Bilhartz, trustees of the Bilhartz Family Trust (the "Bilhartz"), owner of Lot 4, Louise Placer Subdivision, known by street address as 143 Tesemini Lane, Blue River, CO 80424. On or about April 9, 2020, the Bilhartz received a letter (the "Letter") and a Land Survey Plat and Partial Topographic Survey (the "Survey Map") for the Property from Mark Meiser, owner of the Property. The Letter and Survey Map indicate that Meiser proposes to adjust a lot line to divide the Property into two (2) buildable lots of approximately 2.05 acres, more or less (the "Parcels"). From the Survey Map, it appears that the only buildable sites on both Parcels directly abut Tesemini Lane due to the slope of the Property as it runs east to Highway 9. This letter is hereby entered into record on Meiser's Application for Lot Line Adjustment at the public hearing for the same for the Town of Blue River, Colorado on May 5, 2020 at 6:00pm MST.

The Bilhartz strongly oppose Meiser's Application for Lot Line Adjustment. The Property's subdivision will

(1) decrease the other Louise Placer owners' property values;
(2) destroy the character of Louise Placer; and
(3) overburden fire and rescue services

by decreasing free space between buildings in contravention of the Town of Blue River's Municipal Code (the "Town Code") and the Protective Covenants, dated July 19, 1980, recorded July 23, 1980 at Reception No. 209258 in the Records of Summit County, Colorado (the "Covenants", enclosed) to which the Property is subject.

Louise Placer was established in the 1980s providing potential homebuilders with an opportunity to purchase large lots on which to build a single-family residence. The seclusion offered by Louise Placer's lot size is central to the character of the subdivision and why owners decided to build their homes there in the first place. A lot line adjustment dividing the Property destroys the adequate free spaces and seclusion that characterize the neighborhood, thereby damaging all owners' property values.

The Code states that maintaining sufficient open space is one of its goals (*see* the Town Code, §17-1-10(a)) and that protecting and conserving the value of land throughout the municipality and the value of buildings and improvements on the land is one of its specific purposes (*see* Town Code, §17-1-10(c)(3)). Similarly, the Covenants were established to protect lot owners against improper use of surrounding building sites that depreciates the value of their property and to secure and maintain adequate free spaces between structures, among other purposes (*see* the Covenants at Clause II A.).

As mentioned above, the Survey Map provided with Meiser's letter shows that any suitable building sites on the Property would directly abut Tesemini Lane due to the slope of the Property as it runs east to Highway 9. By rough approximation, the Property only has 0.50 acres of buildable area abutting Tesemini Lane. This necessarily would mean that each Parcel would have approximately 0.250 acres, or 10,890 sq. ft., on which to build a structure. Building on such a small area contravenes the express purpose of the Town Code and the Covenants because there will be insufficient open space as prescribed by the Town Code and/or inadequate free space as prescribed by the Covenants. Further, since the adequate free space between structures is at the heart of an owners' decision to purchase a lot in Louise Placer, all lot owners' property values will diminish because the character of Louise Placer will be forever changed.

The subdivision of, and potential addition of two dwellings on, the Property will overburden valuable municipal resources. Moreover, Red, White and Blue Fire Protection District will have to serve an additional lot in Louise Placer. Due to the size of the buildable areas on the Property, it appears that two structures built thereon would necessarily be in close proximity to one another. Any fire at one structure may spread quickly to the adjacent structure and then jump to adjacent lots and structures built thereon. Maintaining adequate free space among structures is part and parcel of the Town Code and the Covenants because of the risk of fire among structures and the burden to the Town of Blue River and Summit County's valuable public emergency services. Further, the survey plat indicates that the parcels will be served by a shared driveway. A shared driveway may inhibit emergency service access to either Parcel causing significant damage to structures built thereon, or surrounding lots and structures, in the event of a fire.

The Town of Blue River should deny Meiser's application for Lot Line Adjustment. The Property's subdivision will decrease other Louise Placer owners' property values, destroy the character of Louise Placer by decreasing free space between buildings and overburden valuable fire and rescue services.

Sincerely,

Mark D. Cribbet

Enclosures

PROTECTIVE COVENANTS (Louise Placer)

0.00 Conditions, Covenants, Restrictions, Reservations and Easements affecting property of Paul D. Sampson.

DESCRIPTION OF PROPERTY

THIS DECLARATION, made this 19th day of July, 1980, by Paul D. Sampson, hereinafter referred to as Grantor.

WITNESSETH

WHEREAS, the GRANTOR is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, Paul D. Sampson, hereby declares that the real property described in and referred to in Clause I, is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located in the Town of Blue River, County of Summit, State of Colorado, and is more particularly described as follows, to-wit:

A TRACT OF LAND BEING A PORTION OF THE LOUISE PLACER, U.S. MINERAL SURVEY NO. 13898, LOCATED IN THE TOWN OF BLUE RIVER, COUNTY OF SUMMIT, STATE OF COLORADO. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 10 OF SAID LOUISE PLACER, BEING THE TRUE POINT OF BEGINNING, THENCE N 26°22'38" W A DISTANCE OF 680.70 FEET; THENCE S 63°37'22" W A DISTANCE OF 423.21 FEET TO THE SOUTHEASTERLY CORNER OF LOMA VERDE FILING NO. 1 AMENDED, A SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE N 00°57'13" E A DISTANCE OF 1218.62 FEET TO THE NORTHEASTERLY CORNER OF SAID LOMA VERDE FILING NO. 1 AMENDED; THENCE S 88°33'21" E A DISTANCE OF 624.51 FEET TO CORNER NO. 7 OF THE CROWN PLACER, ALSO BEING THE SOUTHWESTERLY CORNER OF THE CROWN, A SUBDIVISION IN SAID TOWN OF BLUE RIVER AND FILED FOR RECORD IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE S 89°40'04" E ALONG THE SOUTHERLY LINE OF SAID CROWN SUBDIVISION A DISTANCE OF 927.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 9; THENCE ALONG SAID WESTERLY HIGHWAY RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN COURSES:

1) S 02°55'28" W A DISTANCE OF 70.13 FEET;
2) S 11°13'34" W A DISTANCE OF 510.84 FEET;
3) S 34°04'51" W A DISTANCE OF 289.96 FEET;
4) S 36°32'17" W A DISTANCE OF 191.80 FEET;
5) S 33°59'56" W A DISTANCE OF 309.58 FEET;
6) 134.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°18'00", A RADIUS OF 1220.67 FEET AND A CHORD WHICH BEARS S 25°53'17" W 134.15 FEET DISTANT;
7) S 17°46'38" W A DISTANCE OF 279.31 FEET TO A POINT ON THE 10-11 LINE OF SAID LOUISE PLACER;

THENCE S 86°54'28" W ALONG SAID 10-11 LINE OF THE LOUISE PLACER A DISTANCE OF 193.75 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1762700 SQUARE FEET OR 40.466 ACRES, MORE OR LESS.

No property other than that described above shall be subject to this declaration.

209258
SUMMIT COUNTY CLERK AND RECORDER
JUL 23 2 25 PM '80
ARLYS H. WARD

11543

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

A. The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive dwellings thereon, with appropriate locations thereof on sites; to secure and maintain adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property.

B. LAND USE AND BUILDING TYPE. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any homesite other than one detached single family dwelling, a private garage, and outbuildings incidental to residential use of the premises. No roadway shall be cut or driveway used except as approved by the Architectural Committee hereinafter provided.

C. TEMPORARY STRUCTURES. No structures of a temporary character, basement, tent, shack, garage, barn or other outbuilding, shall be used on any building site at any time as residence, either temporarily or permanently, except that trailers and structures of a temporary nature may be maintained by the owner of the homesite on the homesite during the period of permanent construction, but in any event for the maximum of one year. The exterior of all approved structures must be completed within one year from date of commencement of construction.

D. ARCHITECTURAL CONTROL. In lieu of restrictions commonly used governing minimum cost or square foot area of dwellings, both of which have proven inadequate in protecting existing or future property owners, these covenants shall and do hereby provide that no detached single-family dwelling or other improvement, as herein defined, shall be erected, placed or altered on any premises on said property until (1) a plot plan showing the location of such dwelling or improvement, has been approved in writing; (2) and until building plans and specifications, including conformity and harmony of external design with existing structures and planned structures on the property, and with respect to topography and finished ground elevation, has been approved in writing by the Architectural Committee appointed by the Grantor of the real property described herein. Each site shall have an individual water supply system and individual sewage disposal system. No individual water supply system shall be constructed, developed or altered nor any sewage disposal system commenced on any building site until plans and specifications for same have been approved in writing by the aforesaid Architectural Committee.

In any event said committee fails to approve or disapprove any submitted plan, design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

E. USE OF EASEMENTS. No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any homesite within the area of the easements reserved as indicated on the record plat of the real property described herein.

F. NUISANCES. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. LIVESTOCK AND POULTRY. No animal, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

H. GARBAGE AND REFUSE DISPOSAL. No building site shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly. All incinerators or other equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards.

I. SIGNS. No signs of any kind shall be displayed to the public view on the building site, except one sign of not more than two square feet designating the owner of the building site, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Grantor to advertise the property during the sales period.

J. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, gravel operations or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site.

K. EASEMENTS. Easements are reserved along property boundaries and along roadways where required for the installation and maintenance of utilities on, over and under the property herein described. Road easements are reserved as indicated upon the record plat of said real property.

L. DISCHARGE OF FIREARMS. No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices, shall be discharged on the premises.

M. CHANGE OF SURFACE No surface area shall be changed or altered until written application for such change or alteration is made to the Architectural Committee and written approval for such change or alteration is given by said committee.

N. LANDSCAPING AND GARDENING. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns, and exterior living areas, which will be permitted only after the plans therefor shall have been approved by the said Architectural Committee.

O. TREES. No trees shall be cut, trimmed or removed except with prior written approval from said Architectural Committee.

P. ROAD APPROACHES AND PARKING. Prior to commencing construction on any site, a proper approach from the roadway to the site shall be built by the site owner, and sufficient parking on the site provided to accommodate the cars of the owner and guests, keeping in mind a location for snow removal during winter months.

Q. TERMS OF COVENANTS. Except as provided in Section R, each of the conditions, covenants, restrictions, and reservations set forth above shall continue to be binding upon the Grantor, his successors and assigns and upon each of them and all parties and all persons claiming under them for a period of twenty-five years from the date first written above and automatically shall be continued thereafter for successive periods of ten (10) years each; provided, however, that eighty percent (80 %) of the property owners of the building sites herein subject to this declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of the first twenty-five (25) year period or any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the County Clerk and Recorder of Summit County, Colorado, at least one (1) year prior to the expiration of this first twenty-five (25) year period or of any successive ten (10) year period thereafter.

R. ENFORCING OF COVENANTS. The covenants herein set forth shall run with the land and bind the present owner, his successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, their heirs, successors or assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisen of, or title to said land, and the corporation or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. The Architectural Committee, by appropriate agreement, assign or convey to any person, persons, or corporation, all of the rights and privileges hereby reserved by it, including but not limited to, its beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

At any time after the effective date of these covenants, if at least seventy-five percent (75 %) of all building sites covered by these protective covenants have been sold, the Architectural Committee may then assign to a Home Owners Association of the real described property, all of its authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to this instrument, together with any or all of its other interest in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time and upon such assignment being made by Grantor to such new Grantor and such new Grantor may, at its sole option and at any time thereafter, exercise, transfer or assign such rights or any one or more of them.

S. SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Paul D. Sampson, has caused this instrument to be executed by his Attorney in Fact, this 19th day of July, 1980.

Paul D. Sampson

By Richard A. Backlund, Attorney in Fact

Richard A. Backlund

Richard A. Backlund
Attorney in Fact

JACQUELYN M. ANDERSON NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

On this 19th day of July, 1980, before me appeared Richard A. Backlund personally known to me, who being duly sworn, did prove that he has been duly appointed by Paul D. Sampson as Attorney in Fact, and that this instrument has been signed on behalf of Paul D. Sampson and for the benefit of the real property described herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year as written above.

My commission expires; April 12, 1983.

Jacquelyn M. Anderson

Notary Public

michelle

From: Evan Williams <ew@austin.rr.com>
Sent: Friday, May 1, 2020 9:50 AM
To: michelle
Cc: Evan M. Williams
Subject: Lot Line Adjustment Hearing for Lot 5, Louise Placer

Dear Ms Eddy,
My name is Evan Williams and my wife Margaret and I are owners of Lot 8, Louise Placer Sub (482 Spruce Creek Road, blue River CO).

It is my understanding that a public hearing is scheduled to consider an applicant's (Meiser) request to subdivide Lot 5 into two lots.
We are OPPOSED to the granting of the lot line adjustment. Our opposition is based primarily on the prospect of the ridiculously small building footprints on each lot (given the slopes to Hwy 9) that would result from the lot line adjustment.
We believe the resulting structures would be inconsistent with and harm the character of the overall subdivision as well as harm our property values.

Please dont hesitate to email me if you have any questions.

Sincerely,
Evan M and Margaret B Williams
482 Spruce Creek

Evan Williams
1114 West 7th St. #107
Austin, TX 78703
ew@austin.rr.com

michelle

From: JAMES QUIGLEY <jquigley1@mac.com>
Sent: Monday, May 4, 2020 1:57 PM
To: michelle
Subject: Lot line adjustment, Lot 5, Louise Placer

Hi, Michelle,

Last week I heard about the request by the new owner of Lot 5 of Louise Placer for subdivision of this lot. I purchased my home in Blue River based on my desire to have a large lot with plenty of space between my neighbors, as I imagine did the other property owners in Louise Placer. My heart breaks for the owners of Lot 4, who have such a beautiful home, but now face the possibility of two over-sized homes in close proximity to their house, which will almost certainly devalue their property, and possibly mine as well. Lot 5 is out of sight of my land, but most likely not out of noise range, but that is yet to be determined.

Other than esthetics, my main concern is that the two lots resulting from subdivision of Lot 5 may not have sufficient usable land space for adequate waste water handling and well head spacing to comply with Colorado Department of Health and Environment regulations and to prevent an adverse environmental impact on neighboring properties. Lot 5 is at 160 feet greater elevation than my property. I believe this should be considered before the land is subdivided, and certainly before any building permits are issued.

Finally, although I don't have a working familiarity with the Covenants and Restrictions of Louise Placer Subdivision, I feel that once they are violated with impunity, then there are no enforceable covenants and restrictions, a prospect to which I adamantly object. I oppose the granting of any variance to the filed Louise Placer Covenants and Restrictions without the written consensus of those bound by them.

Respectfully,

James C. Quigley, Trustee
179 Louise Placer Rd., Lot 3, Louise Placer Subdivision, Blue River, CO

RED, WHITE & BLUE
FIRE PROTECTION DISTRICT
COURAGE, COMMITMENT, CARING

April 30, 2020

SENT VIA EMAIL

Town of Blue River
Attn: Michelle Eddy
PO Box 1784
Breckenridge, Colorado 80424

RE: Lot 5 Louise Placer

Dear Mrs. Eddy:

Thank you for reaching out to me regarding the subdividing of Lot 5, Louise Placer. This lot falls within the service area of the Red, White and Blue Fire Protection District (District). As the Fire Marshal for the District, I am required to take an objective view on planning documents to ensure compliance with the 2018 International Fire Code (Code), as amended and find that this request falls within the requirements of the Code. I have no known conflicts of interest related to this review.

I would suggest that the owners (developers) of the lot contact our office for information on the wildfire mitigation requirements that they will be required to follow as outlined in the Code prior to constructing any structures on these lots.

If you have any questions, you can contact me by email at jnelson@rwbfire.org or by phone at (970) 453-2474.

Sincerely,

RED, WHITE & BLUE FIRE PROTECTION DISTRICT

Jay T. Nelson
Deputy Fire Chief

Michelle,

Sorry I haven't gotten back with you. We have been conducting virtual interviews this week and I am know just getting caught up! We have no concerns with this subdivision of Lot 5.

Thanks,

Jay T. Nelson, MPA, CFEI, CFPS
Deputy Chief
Red, White and Blue Fire District
(970) 453-2474 office
(970) 453-1350 fax
www.rwbfire.org

May 4, 2020

MICHELLE EDDY

Town Manager, Town of Blue River, Colorado

Blue River Planning and Zoning Commission

MARK AND JEAN ORTON
54 LOUISE PLACER RD, BLUE RIVER
LOT 510 CROWN SUBDIVISION

181 LOUISE PLACER RD, BLUE RIVER
LOT 2 LOUISE PLACER SUBDIVISION

Dear Ms. Eddy,

Jean and I are stating our significant concerns with the proposed application from Mark Meiser to adjust the lot line of lot 5 of the Louise Placer Subdivision (116 Tesemini Lane). We own two properties that are very close to lot 5 of the Louise Placer Subdivision and have significant concerns with the subdividing of this lot.

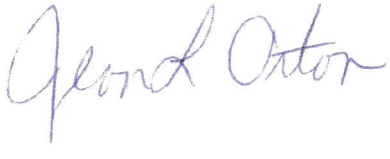
1. We purchased both our lots/home with the knowledge that the lots in are area were already predefined and would not be subdivided to add more density, water usage, septic discharge, traffic and density to our area. We already have several VRBO homes very close to us and we are quickly losing the neighborhood to short term renters. Having more properties that probably will turn into rentals is completely against our values.
2. Mr. Mark Meiser built a home back in 2009 on White Cloud Dr. in the Warriors Mark Neighborhood and changed the lot line offsets for the side of the lot to 7.5 ft. even though 8 neighbors protested this adjustment. Mr. Meiser stated in the planning meeting in 2009 that this house would not be more than 3500 s.f. and that he was going to be using this

home as his personal residence. The house that was constructed is over 4500 s.f. and looks WAY too big for the lot and encroaches on all three of the neighbors. In two areas the home is within 20 ft. of a neighbor. Oh, did I mention that this home is for sale again and this isn't the primary residence of Mr. Meiser.

3. Allowing Lots to subdivide decreases the value of my two properties and completely destroys the character of the Louise Placer subdivision. This also puts undue burden on the Red White and Blue fire district and our precious natural resources.

Thank you for taking our opinion and concerns with this requested lot line adjustment and we are aligned with most of the neighbors of the Louise Placer Subdivision in opposing this request. We need to restore Blue River to is original family and neighborhood look and feel and oppose builders and developers that continue to subdivide and build homes for short term rentals. As some point we need to take a stand to gain our town back for our permanent residents.

SINCERELY,

MARK G. ORTON

JEAN L. ORTON