



Craig Clark <craig@pillows.com>

Fwd: Re: Trespassing Must Stop Immediately

1 message

Mike Swisher <mike@homeland.com>
To: Craig Clark <craig@pillows.com>

Fri, Mar 21, 2025 at 11:17 AM

On Mar 21, 2025, at 10:42 AM, Alan Hamor <alan.hamor@radixmeta.com> wrote:

Mike,

I don't believe that you understand; "frustrations" does not come close to describing how I feel, nor does it seem that you took me seriously when I stated that I expect a written response from you in addressing this matter. The good will and polite requests have had no positive effect, the owners and managers of 327 have caused injury to the owners of 325, so the polite requests have become a demand for action. There is nothing to discuss or negotiate on this matter, so there will be no in-person meeting about it. (1) Visitors and/or occupants of your building have been trespassing repeatedly over the past many months, (2) you have been notified repeatedly with no apparent change in this behavior, (3) the owners of 325 have contracted with a towing company and you have been notified of this fact. A written response from you acknowledging these assertions and describing how you will correct it is what is needed.

On Wed, Mar 19, 2025 at 8:14 AM Mike Swisher <mike@homeland.com> wrote:

Hi Alan,

We understand your frustrations and want to get the issues resolved. We think it might be best to move to an in person meeting for these discussions instead of email correspondence. Are there any day and time windows that would work for your team? We can have building ownership for 327 in attendance as well.

Best,

Mike Swisher | Chief Executive Officer

303.883.2054

2200 S. Valentia Street

Denver, CO 80231



On Tue, Mar 18, 2025 at 4:57 PM Alan Hamor <alan.hamor@radixmeta.com> wrote:

Mr. Swisher,

I have returned from extended vacation and learned that trespassing in our parking lot has continued, even worsened to some extent. This must stop entirely and immediately. The only spaces in our parking lot that vehicles visiting 327 Inverness Drive S are allowed to use are the ADA spaces governed by the active easement granted by the owners of 325 Inverness Drive S, which are those ADA spaces closest to the 327 building (all vehicles using these spaces must display a Colorado recognized ADA vehicle identification or else they will be towed at the owner's expense). No other vehicles are allowed to park, or to stop and offload personnel or equipment, on the 325 Inverness Drive S property.

Radix leadership forwarded to me all the internal and external communication going back to the first engagement with you on this subject.

I was particularly unhappy about some of what I read. This started with your response to Mr. Kritenbrink on January 6, 2025. The inherent liability to the owners of 325 that is incurred when vehicles and workers are on our property and the wear and tear to our parking lot (no matter how slight each instance may be) was ignored. You asserted or insinuated that the owners of 325 would somehow be unreasonable or unneighborly by not allowing your workers and trucks on our property. This tone was more than a little irritating to me.

My irritation was compounded by several other communications that described and depicted with photos the repeated incidents of your visitors using our parking lot, with another one happening on March 17, 2025. This has been consuming time from the managers of Radix at a significant cost to the company. The most egregious of these incidents happened on Feb 20, 2025, when the Facilities Manager of Radix Metasystems was verbally assaulted by the driver of an HVAC truck who was parked on 325 property when she asked him to move his vehicle. This propelled these incidents of trespassing far beyond irritating. Had I known about this at the time that it happened then I would have contacted law enforcement and filed charges. As a company with a duty to protect our employees, I do not take such incidents lightly.

Some of the latest in the ongoing trespassing on 325 property by visitors to 327 is happening in the evenings. Investigation has shown that it seems these vehicles are driven by people who are involved in activities conducted by "Joyful Light".

As stated in the first paragraph of this email; all trespassing on 325 property by vehicles visiting the 327 building must stop immediately. The owners of 325 Inverness Drive S have contracted with a towing company, and they are instructed to tow unauthorized vehicles from the 325 property.

You must take immediate and effective action to prevent this trespassing on our property. Your actions to date in response to our complaints have not produced any changes in the behavior of visitors to your building.

The discussion about possibly trading spaces in each other's parking lots is entirely separate from this ongoing topic of trespassing. The trespassing must be addressed and acted on immediately by the owners and managers of 327 Inverness Drive S. I expect and will appreciate a written response from you addressing this matter before the end of this week.

Respectfully,

--

Alan Hamor
Radix Metasystems, Inc
alan.hamor@radixmeta.com

--

Alan Hamor
Radix Metasystems, Inc
alan.hamor@radixmeta.com



Craig Clark <craig@pillows.com>

Fwd: 327 Inverness Drive South

1 message

Craig Clark <craig@pillows.com>
To: aPeter Molina <pete.molina@radixmeta.com>

Mon, Mar 24, 2025 at 6:56 AM

Good Morning Peter-

I hope you are doing well. I wanted to reach out to you directly owner to owner to try and work on the friction we are seeing between 325 and 327 Inverness Dr. S regarding our mutual easement. I sent the email below to Alan after he and Mike had gone back and forth. I am sure Alan sent this to you and I suspect my email frustrated him more even though my intent was to convey there are matters to be discussed on both sides while avoiding escalating the situation by litigating the issue by email. The reality is that for whatever reason, Alan and Mikes' work has seemed to stall out. Mike requested to have a meeting and Alan refused to have a meeting to discuss the matter. This stall prompted me to send the email.

To move this towards resolution, if you are willing, I would love to meet to discuss the matter. I am sure we can create rules we can give to our tenants and vendors that clarify their access to our property via the easement. And, I would propose a mutual indemnification relating to the easement access to address your liability concerns.

Let me know if you are interested. Have a great week.

Kind Regards.

Craig Clark
Chairman, Pillows.com and Homeland.com
Executive Officer, 4th Civil Affairs Group

p: 720-840-7634
civilian: craig@pillows.com
military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

----- Forwarded message -----

From: **Craig Clark** <craig@pillows.com>
Date: Fri, Mar 21, 2025 at 5:56 PM
Subject: 327 Inverness Drive South
To: <alan.hamor@radixmeta.com>
Cc: Mike Swisher <mike@homeland.com>, Abby Clark <abbysclark@yahoo.com>, Emma O <emma@homeland.com>

Good Evening Mr. Hamor-

I hope this finds you well. I am the Managing Member of Tower 22 LLC, which owns 327 Inverness Dr S.

For your reference attached is the easement that impacts the relationship between 327 and 325 Inverness Dr. S. as well as parcel 1 nearby. Please note that all three of these properties have mutual pedestrian and vehicle access easements across all entrances, driveways, driving lanes, and sidewalks. These mutual easements specifically allow for vehicle and pedestrian access as well as vehicle and pedestrian ingress and egress from public rights of way.

Moreover, our parcel has an entirely separate, non-exclusive parking easement for nine handicapped parking spaces on your parcel.

It is clear from your email that your understanding of the rights conveyed by this easement, as well as Colorado law, is fundamentally different from ours. Our approach across the many properties we own is to try to work professionally and

amicably with our neighbors to resolve any issues. To that end I am requesting to have a meeting with you and a representative of the ownership of the building to work to resolve these differences. Please let me know your and building ownership availability for such a meeting. I am available next week on Monday or Wednesday mornings as well as most of Friday.

In the interest of full disclosure and in accordance with the guidelines that govern the professional conduct of lawyers, please note that I am an attorney licensed to practice law in the State of Colorado. At this point I am not acting as an attorney representing Tower 22 LLC, but as the Managing Member of Tower 22 LLC. It is as an owner of 327 Inverness Dr. S that I am proposing to discuss these issues to hopefully achieve a mutually beneficial resolution to our respective concerns.

Respectfully Submitted,


Craig Clark
Chairman, Pillows.com and Homeland.com
Executive Officer, 4th Civil Affairs Group

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

 **easement15 - In Effect.pdf**
209K



Craig Clark <craig@pillows.com>

325 and 327 Meeting

1 message

Craig Clark <craig@pillows.com>

Wed, Mar 26, 2025 at 7:58 AM

To: aPeter Molina <pete.molina@radixmeta.com>, alan.hamor@radixmeta.com

Cc: Mike Swisher <mike@homeland.com>, Emma O <emma@homeland.com>, Abby Clark <abbysclark@yahoo.com>

Good Morning Gentlemen-

I hope this email finds you well. As I have not heard back from the emails I sent on Friday to Alan and Monday to Pete I wanted to check in one more time and get your thoughts on a meeting to discuss the issues between our two buildings relating to the easements. I would appreciate it if you would let me know if you are interested in a meeting. I think that it would be preferable for all parties to try and resolve this on an owner to owner level. If you are not interested in a meeting I would also appreciate it if you would let me know that and we will proceed accordingly.

Kind Regards.

Craig Clark
Chairman, Pillows.com and Homeland.com
Executive Officer, 4th Civil Affairs Group

p: 720-840-7634
civilian: craig@pillows.com
military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.



Craig Clark <craig@pillows.com>

Re: Notice of Default - 325GoTo LLC

1 message

Craig Clark <craig@pillows.com>

Thu, Mar 27, 2025 at 10:17 AM

To: Peter Molina <pete.molina@radixmeta.com>

Cc: Mike Swisher <mike@homeland.com>, Emma O <emma@homeland.com>, Omar Velayudhan <omar@homeland.com>, Al Hamor <alan.hamor@radixmeta.com>, Maclain Joyce <mjoyce@messner.com>

Dear Mr. Molina-

Thank you for the reply. I look forward to hopefully having a productive discussion with your General Counsel.

Respectfully,

Craig Clark
Chairman, Pillows.com and Homeland.com
Executive Officer, 4th Civil Affairs Group
Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

On Thu, Mar 27, 2025 at 10:09 AM Peter Molina <pete.molina@radixmeta.com> wrote:

Dear Mr. Clark-

I acknowledge receipt of your email and Notice. We have provided it to our General Counsel for review.

Kind regards,

Pete

Pete Molina

CEO/CFO
Radix Metasystems, Inc.

<http://www.radixmeta.com>
pete.molina@radixmeta.com
Cell: 303-903-9348

This message and its contents are confidential. If you received this message in error, do not use or rely upon it. Instead, please inform the sender and then delete it. Thank you.

On Wed, Mar 26, 2025 at 10:28 PM Craig Clark <craig@pillows.com> wrote:

Dear Mr. Molina-

Please see the attached Notice of Default. Unfortunately, due to your unresponsiveness, my client felt required to send this Notice of Default to protect their property rights and put a stop to the damaging conduct by the agents of 325GoTo LLC. If you would like to discuss this matter my client's offer still stands to de-escalate this matter and professionally meet to work to find a mutually satisfactory solution to the matter. If you would like to take my client up on this offer please let us know.



Craig Clark <craig@pillows.com>

Re: Reply Requested 325 and 327 Inverness Easement

1 message

Craig Clark <craig@pillows.com>

Thu, May 1, 2025 at 8:42 AM

To: Maclain Joyce <mjoyce@messner.com>

Cc: Maclain Joyce <mjoyce@messner.com>, Omar Vee <omar@homeland.com>

Bcc: Mike Swisher <mike@homeland.com>, Emma O <emma@homeland.com>, Abby Clark <abbysclark@yahoo.com>

Good Morning Maclain-

I hope this finds you well. I apologize for not moving as fast as usual on this issue. I have a major legal filing due on Monday that has been all-consuming to a degree.

So far, I haven't heard of any issues this week, and I know Joyful Light is working to have any parents promptly move their cars that park in your client's lot. Hopefully, your client feels the same way and feels that the tension is decreasing. We are also working on some more sign options. I think Bryan (CEO), Footprints and Joyful Light owner, has been reasonable in the interactions with your client. Attached is the email he sent summarizing the incident in the parking lot where he was trying to talk to one of your clients. This does not seem overly dramatic to me. Also, as a courtesy, attached is the Joyful Light show schedule for April/May. After this show schedule concludes, they will go dark for a time while they get ready for their next season.

Action Being Taken/Signs

In the survey attached, we have shown how we think traffic can better flow for drop off/pick up of kids going to the theater (this is a red arrow). Having it flow this way should prevent cars from backing up adjacent to your client's building. While we understand your client does not agree that vehicular drop-off and pick-up is allowable under the easement, we hope they can see this is an attempt to decrease any impact on your client during the drop-off and pick-up period.

My client is also creating signs to go at the entrance to their east parking lot to try to bring attention to visitors to the building that they should park in that area, creating active loading/unloading only signs for the drive lane, and updating building rules to better enforce parking consistent with the existing easement we are primarily focused on. We will continue to send approved drafts to you for feedback.

In terms of what you have proposed, the signs seem to imply that the only drive lanes are those that you have designated in yellow. This is not something my client would agree to, and believes the easement is apparent that all drive lanes (as well as sidewalks) on both properties are subject to the mutual access easement. Primarily, my client is not going to concede that the drive lane adjacent to my client's property's main north lobby is not a lane that can be used as part of the easement. This is probably actually our biggest legal disagreement between our two clients. My client feels strongly that to enjoy the use of its property, particularly its main grand lobby, this drive lane must be used. Your client feels strongly that the lane should not be used for any sort of pick-up/drop-off. However, I do not think it is irreconcilable, and I propose a settlement below. We are not yet moving to print signage in the hope that we can mutually resolve the matter.

For your reference, Douglas County zoning and planning guidelines generally refer to drive lanes as:

A portion of a parking lot or development site that provides vehicular access to parking spaces and may also provide connectivity within the site or to adjacent roadways.

We have always seen drive lanes interpreted by jurisdictions when we have done property development, as every lane between parking lots. In our experience, this is a commonly accepted definition. We have never seen a narrow interpretation where only specific lanes between parking spots are drive lanes. Ultimately, this issue and the rights under the easement would likely be analyzed by a court based on the enjoyment of each party's respective properties.

Fire Lane and Property Line

For your consideration, attached is the survey we have on the property. First, please note that about 3-4' of the drive where your client is upset about the drop-off of passengers and in several cases the unloading of materials. I have highlighted this area in yellow. At a minimum, this complicates your client's position that vehicles and pedestrians accessing our building's main lobby cannot drop off passengers and/or goods in the supply lane.

In terms of the fire lane, I understand where your client is coming from, as versions of parking maps have shown this as a fire lane, and the attached survey shows this as a fire lane. But we have a significant problem here. The fire lane easement is 24' wide, but your client (or predecessor) has put parking spots and several islands in the fire lane. A fire truck could not make the turns due to the curbs, and if vehicles were parked in the conflicting spots, these would also block a truck. You can see where the fire lane runs based on the dashed line. The blocking of the fire lane by your client complicates matters and certainly complicates the argument that, because it is a fire lane, there cannot be loading and unloading. Please also note that regularly loading and unloading is done in fire lanes across Arapahoe and Douglas counties. Every elementary school that I am aware of in these counties allows active loading and unloading in marked fire lanes during morning and afternoon drop off, just no parking.

Please also reference that parking, which we both agree is the easement we are primarily focused on, is defined under Colorado law as:

CRS § 42-1-102(67):

"Park" or "parking" means the standing of a vehicle, whether occupied or not, other than very briefly for the purpose of and while actually engaged in loading or unloading property or passengers

At this point, I am not using all the above to make any sort of legal argument. I am raising these issues as the whole easement issue is not as cut and dry as your client would like it to be. From our view, the reality is that these two buildings will continue to have some friction relating to parking as a legacy of how they were subdivided in 2004. In our view, this friction can be overcome by well-intentioned positive communication. It cannot be overcome through strict interpretation and self-help enforcement.

Settlement Offer

My client is all about resolving this issue and getting back to business. On this side we understand that your client is upset about what has transpired, but we want to bring this to conclusion so all parties can focus where they should be focused, running their respective businesses and as part of that being collaborative neighbors. To that end we would like to make the following settlement offer.

1. A new easement is created where:

*there is a mutual indemnification between them with respect to the easements in place

*there is a mutual non-exclusive parking easement for the areas indicated on the drawing in red (your client adds a lot more spots that can be used and our client adds a lot more costs, it is non-exclusive so first come first serve)

*each party bears its own maintenance expense on their property

*if a competent government authority requires the parking layout to change on your client's property due to the fire lane conflict, the parties will evenly share the expense of doing this

*327 Inverness will bear any legal costs or consequences from allowing active loading and unloading in the drive lane adjacent to its main lobby entrance and indemnify your client from such usage

*the parking easement that expires in November 1, 2026 will be officially extinguished

*parking in drive lanes is strictly forbidden, active loading and unloading that does not obstruct the flow of traffic is allowed in the drive lane that runs east-west north of my client's grand lobby

*conflicts are addressed through the following mechanism

-both parties designate a parking officer, any issues are brought up through them for resolution and they are obligated to work to resolve the issue in a commercially reasonable manner

-the parking officers must check in at least once monthly by phone or electronic communication

-both parties designate an owner

-if the parking officers cannot agree on a resolution to any issue and 30 days have passed since they began working on the issue, the owners agree to meet after either parking officer declares there is an unresolvable issue in writing; within 14 days of receiving such notice in writing and the owners will work to resolve the issue in a commercially reasonable manner

-if after the owners cannot resolve the issue, upon 30 days of meeting, the issue will go to an arbitration panel made up of an individual designated by both parties and an individual from the American Arbitration Association mutually agreed to by the designated officials; whatever the panel decides will be binding, each party bears their costs and expenses of this splitting the cost of the AAA

2. A settlement agreement is executed where:

*my client pays your client \$10,000 to offset legal expenses related to this matter, so your client is made whole and not out of pocket for this conflict

*your/my client share the expense of re-striping/labeling spots they are exchanging

*your/my client will share the expense of labeling the spots marked in yellow as Reserved v. the current lettering, which lists your client's address (we think an issue is people visiting the buildings do not understand the difference between the two addresses, but if they see "Reserved", this may help)

*this is a final resolution of the matter

I look forward to discussing this more. Please let me know if you would like to set up a call after you have a chance to talk to your client.

Have a great end to the week.

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

On Thu, Apr 24, 2025 at 8:12 AM Maclain Joyce <mjoyce@messner.com> wrote:

Good morning Craig,

Following our call earlier this week, take a look at some proposed signage adjustments. One here is for purposes of discussing the temporary A-frame signage placement and one would be the interior sign updates you suggested. Let us know if a follow up chat would be useful.

You'll see that we did include a fire lane reference here. We see evidence of that on a property plat. If that doesn't jive with your understanding of the property, let us know and we can get to the bottom of it.

Thanks
Mac

MACLAIN JOYCE

Partner

Licensed in Colorado and Florida

Messner Reeves LLP

D: 303.605.1561 **O:** 303.623.1800 **E:** mjoyce@messner.com

1550 Wewatta Street, Suite 710 Denver, CO 80202

From: Craig Clark <craig@pillows.com>

Sent: Friday, April 18, 2025 11:26 AM

To: Maclain Joyce <mjoyce@messner.com>

Cc: Omar Vee <omar@homeland.com>; Mike Swisher <mike@homeland.com>; Emma O
<emma@homeland.com>

Subject: Re: Reply Requested 325 and 327 Inverness Easement

[CAUTION: This Email is from an External Sender]

8:30 Tuesday and calling me directly is great. Have an awesome weekend.

Craig

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

On Fri, Apr 18, 2025 at 11:22 AM Maclain Joyce <mjoyce@messner.com> wrote:

Thanks Craig,

Let's plan for Tuesday at 8:30. I'll plan to call you directly at your number listed below, unless you prefer some other method.

Thanks
Mac

MACLAIN JOYCE

Partner

Licensed in Colorado and Florida

Messner Reeves LLP

D: 303.605.1561 **O:** 303.623.1800 **E:** mjoyce@messner.com

1550 Wewatta Street, Suite 710 Denver, CO 80202

From: Craig Clark <craig@pillows.com>

Sent: Friday, April 18, 2025 8:11 AM

To: Maclain Joyce <mjoyce@messner.com>

Cc: Omar Vee <omar@homeland.com>; Mike Swisher <mike@homeland.com>; Emma O
<emma@homeland.com>

Subject: Re: Reply Requested 325 and 327 Inverness Easement

[CAUTION: This Email is from an External Sender]

Good Morning:

Thank you for the reply.

1. Attached is the sign that was in the building's lobby when my client purchased it. This, for whatever reason, implied parking allowed in 325's lot; my client had nothing to do with this sign. This was taken down months ago by my client while working with your client to address the situation. Second, attached is the new sign that my client had their sign company mock up to post in my client's lobby. My client is also working on developing exterior signage to effectuate compliance with the easement. My client would welcome your client's feedback on the new sign when they have time and will hold off on paying to have this printed until we get some feedback from your client.

2. I am available Monday 11-1 and Tuesday 8:30-9:30, 1:30-2:30; let me know what works.

I look forward to speaking about this.

Kind Regards.

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

On Fri, Apr 18, 2025 at 7:22 AM Maclain Joyce <mjoyce@messner.com> wrote:

Good morning Craig,

Let's look at schedules for a discussion Monday or Tuesday of next week. At the moment, both days are relatively flexible on my end. Let me know how your availability looks.

Thanks

Mac

MACLAIN JOYCE

Partner

Licensed in Colorado and Florida

Messner Reeves LLP

D: 303.605.1561 **O:** 303.623.1800 **E:** mjoyce@messner.com

From: Craig Clark <craig@pillows.com>
Sent: Thursday, April 17, 2025 8:15 PM
To: Maclain Joyce <mjoyce@messner.com>
Cc: Omar Vee <omar@homeland.com>; Mike Swisher <mike@homeland.com>
Subject: Reply Requested 325 and 327 Inverness Easement

[CAUTION: This Email is from an External Sender]

Good Evening Maclain-

Unfortunately, this situation continues to deteriorate due to your client's intentional violation of the pertinent easement(s). This evening I received urgent communication from my client reporting that an individual purportedly representing your client who identified himself as Michael, Vice President of Operations, was engaging in blocking the drive lanes, harassing/confronting visitors to my client's building, taking pictures of visitors to my client's building, and interfering with a tenant of my client who was actually proactively working to ensure visitors to the building did not park in your client's parking lot.

This conduct was all done after regular business hours by your client's representative when your client's parking lot was empty so that even if there was a visitor of a tenant in my client's building who mistakenly parked in your client's lot in a way that violates the applicable easement(s), my client's tenant was proactively working to address this when Michael harassed them and there was absolutely no interference by these activities with your client's enjoyment of their property. The actions of Michael tonight directly interfered with my client's business operations, attempts to ensure the applicable easement(s) are being followed, and damaged my client as well as my client's tenants.

In your letter, you requested that my client and I not contact your client about matters relating to the easement(s). My client and I respectfully request the same courtesy. Please ask your client not to interfere with my client, my client's tenants, or my client's visitors to the building. Please also ask your client, should they have concerns about the easement(s), to raise them through you to me.

All of this aside, I emailed you on Tuesday to try to work to resolve this matter in good faith and did not hear back. I emailed your client directly on numerous occasions prior to your involvement in this matter with no reply. As it stands your client is not engaging in good faith to resolve this conflict despite our offer to professionally and neighborly work to resolve this.

Despite what feels like bad faith, our offer to work to professionally resolve this stands open. At this time to proactively work on the situation my client is actively working on creating mock ups for and then ordering new signage to go both inside and outside the building to clarify where visitors and tenants to/of my client's building should comply with the easement(s). In complete contrast to this, your client continues to engage in self-help policing that violates any interpretation of the easement(s). If you want to collaborate we can work together on a signage plan. This is how my client normally operates in working with neighbors, but clearly your client does not share the collaborative philosophy of my client.

At this point if you want to have a call please let me know. Otherwise, we will be proceeding to file a lawsuit seeking damages in excess of one million dollars for the damages caused to our leasing efforts of the property by your client as soon as allowable by the terms of the easement. My client has lost several leasing opportunities specifically to your client's harassment and tortious interference. I don't think litigating this is in anyone's best interest, but at this point when both you and your client refuse to engage in any dialogue my client feels like they have no other option rather than to seek compensation for the damages your client has intentionally caused and have a court enforce my client's rights under the easement(s).

If you would like to speak, let me know your availability. Otherwise, we will proceed with a lawsuit at the earliest allowable date to enforce the easement(s) and recover the extreme damages to my client.

Respectfully Submitted,

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

On Tue, Apr 15, 2025 at 8:21 AM Craig Clark <craig@pillows.com> wrote:

Good Morning Maclain-

I hope this email finds you well. I am in receipt of your letter. Would you like to set up a call to discuss the easement situation between our clients? I am currently open tomorrow (Wednesday, 4/16) from 10am-3pm.

Respectfully Submitted,

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634
civilian: craig@pillows.com
military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

4 attachments

Month	Case	Time
April	11	8:00 AM
		9:00 AM
	12	8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
	20	8:00 AM
		9:00 AM
	20	8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
May	2	8:00 AM
		9:00 AM
	5	8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
	8	8:00 AM
		9:00 AM
	9	8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM
		9:00 AM
		10:00 AM
		11:00 AM
		12:00 PM
		1:00 PM
		2:00 PM
		3:00 PM
		4:00 PM
		5:00 PM
		6:00 PM
		7:00 PM
		8:00 PM
		9:00 PM
		10:00 PM
		11:00 PM
		12:00 AM
		1:00 AM
		2:00 AM
		3:00 AM
		4:00 AM
		5:00 AM
		6:00 AM
		7:00 AM
		8:00 AM



Craig Clark <craig@pillows.com>

RE: Meeting Request 325 and 327 Inverness

1 message

Maclain Joyce <mjoyce@messner.com>
To: Craig Clark <craig@pillows.com>

Mon, May 12, 2025 at 2:14 PM

Hi Craig,

We won't be able to get schedules to align prior to your departure tomorrow, but let's connect when you are back. Safe travels to you.

Thanks
Mac

MACLAIN JOYCE

Partner

Licensed in Colorado and Florida

Messner Reeves LLP

D: 303.605.1561 **O:** 303.623.1800 **E:** mjoyce@messner.com

[1550 Wewatta Street, Suite 710 Denver, CO 80202](#)

From: Craig Clark <craig@pillows.com>
Sent: Friday, May 9, 2025 2:34 PM
To: Maclain Joyce <mjoyce@messner.com>
Cc: Mike Swisher <mike@homeland.com>; Omar Vee <omar@homeland.com>
Subject: Re: Meeting Request 325 and 327 Inverness

[CAUTION: This Email is from an External Sender]

Mac-

Sounds good. Just let us know if your client is willing to meet. The offer remains open.

Have a good weekend.

Craig

Sent from my iPhone

On May 9, 2025, at 14:28, Maclain Joyce <mjoyce@messner.com> wrote:

Hi Craig,

I'll enquire with the litigation team, though I'm not sure we'll get schedules to align before you go out for your week of service. If we don't connect before your departure Tuesday afternoon, we wish you safe travels.

Thanks
Mac

MACLAIN JOYCE

Partner

Licensed in Colorado and Florida

Messner Reeves LLP

D: 303.605.1561 **O:** 303.623.1800 **E:** mjoyce@messner.com

[1550 Wewatta Street, Suite 710 Denver, CO 80202](#)

From: Craig Clark <craig@pillows.com>

Sent: Friday, May 9, 2025 1:38 PM

To: Maclain Joyce <mjoyce@messner.com>

Cc: Mike Swisher <mike@homeland.com>; Omar Vee <omar@homeland.com>

Subject: Meeting Request 325 and 327 Inverness

[CAUTION: This Email is from an External Sender]

Good Afternoon Maclain:

I have been communicating with Mike Pesicka, the gentleman at Douglas County to whom your client wrote the letter opposing our zoning variance request. After that discussion and talking about the issue internally, I am requesting a meeting with your client to discuss their opposition to our variance request. I am leaving for Marine Corps Reserve duty with the 4th Civil Affairs Group in Hialeah, Florida, Tuesday afternoon through Sunday, so my availability is limited, but I am available as follows for a meeting at your office, our building, or your client's building as your client prefers:

-Monday 3pm and after

-Tuesday 8am-noon

Let me know if your client is amenable to this request.

Craig Clark

Chairman/General Counsel, Pillows.com

Managing Broker/General Counsel, Homeland.com

Executive Officer, 4th Civil Affairs Group

Law Office of Craig W. Clark, Esq.

p: 720-840-7634

civilian: craig@pillows.com

military: craig.w.clark@usmc.mil

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Homeland. Material in this email may be attorney/client product subject to privilege.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).