



**MEETING OF THE HISTORIC PRESERVATION ADVISORY BOARD
BOULDER COUNTY, COLORADO
AGENDA**

Thursday, February 2, 2023, 6:00 p.m.

Virtual HPAB Meeting

Due to COVID-19 concerns, this hearing will be held virtually. Information regarding how to participate will be available on the Historic Preservation Advisory Board webpage approximately one week prior to the hearing at www.boco.org/HPAB. To join the meeting by phone, dial 1-833-568-8864 (toll free) and enter the Meeting ID: 160 820 0639.

This agenda is subject to change. Please call ahead (303-441-3930) or check the Historic Preservation Advisory Board webpage to confirm an item of interest. For special assistance, contact our ADA Coordinator (303-441-3525) at least 72 hours in advance.

There will be opportunity to provide public comment remotely on the subject items during the respective virtual Public Hearing portion for each item. If you have comments regarding any of these items, you may mail comments to the Community Planning & Permitting Department (PO Box 471, Boulder, CO 80306) or email to historic@bouldercounty.org. Please reference the docket number of the subject item in your communication. Call 303-441-3930 or email historic@bouldercounty.org for more information

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CITIZEN PARTICIPATION FOR ITEMS NOT OTHERWISE ON THE AGENDA**
4. **APPROVAL OF MINUTES**
 - 4.1 Approval of meeting minutes from October 6, 2022
5. **BUILDING PERMIT REVIEWS FOR STRUCTURES 50 YEARS OF AGE AND OLDER**
6. **LANDMARKS**
 - 6.1 Docket HP-22-0007: Haystack Mountain Ranch and Golf Course
Public testimony will be taken.
Request: Boulder County Historic Landmark Designation
Location: 5767 Niwot Road, in Section 27, T2N, R70W of the 6th Principal Meridian
Zoning: Agricultural (A) Zoning District
Owners/Applicants: Anders and Jaclyn Hester
Website: <https://boco.org/HP-22-0007>
Action Requested: Recommendation to BOCC
7. **OTHER BUSINESS**
 - 7.1 Update on the Pillars and Request for Input
 - 7.2 Honoring 150 years of Railroad Service to Louisville, Boulder and Longmont
8. **ADJOURNMENT**



MEETING OF THE HISTORIC PRESERVATION ADVISORY BOARD BOULDER COUNTY, COLORADO

Regular Meeting Minutes

**October 6, 2022, 6:00 p.m.
Virtual HPAB Meeting**

Board Members Present: Chuck Gray
Mark Gerwing
Jason Emery
Marissa Ferreira
David Hawes

Board Members Don Burd
Excused:

Elizabeth Gehring
Larry Powers
Terry Walters

1. CALL TO ORDER

The meeting was called to order at approximately 6:05 p.m. by Chair Chuck Gray.

2. ROLL CALL

3. CITIZEN PARTICIPATION FOR ITEMS NOT OTHERWISE ON THE AGENDA

None

4. APPROVAL OF MINUTES

4.1 Approval of meeting minutes from September 1, 2022

MOTION: Marissa Ferreira MOVED that the Boulder County Historic Preservation Advisory Board APPROVE the meeting minutes from September 1, 2022.

SECOND: Mark Gerwing
VOTE: Motion PASSED {5:0}

5. BUILDING PERMIT REVIEWS FOR STRUCTURES 50 YEARS OF AGE AND OLDER

None

6. LANDMARKS

6.1 Docket HP-22-0006: Billings Homestead

Denise Grimm, Principal Planner, gave the staff presentation.

An application for landmark designation of two structures has been submitted by Maria and David Aaron Cross. The two structures, an old cabin and the ruins of stables, are located on an approximately 4.5-acre parcel that also includes a house built in 2000.

The property is historically associated with Norton and Theresa Billings who came by covered wagon to Colorado in 1880. The two stone structures are believed to date to c. 1880 and Billings' fifth child, William, was born in the cabin in 1885. Norton worked in different sandstone quarries in the area. He also helped construct the first wagon road from Lyons to Estes Park, and then, later, the first automobile road between them. He also ran a local saw mill and a general store in Lyons.

Both structures were partially built into the hill. The small, one-room stone cabin is in a deteriorated condition. It is missing its door, the only window is partially boarded over with no glass, and the east wall is collapsing in. Its roof structure, however, seems to be in decent shape, although it needs new shingles. The stables are in worse shape and may be called ruins. The roof has collapsed in, as have parts of the walls. The door opening and six window openings are still intact.

SIGNIFICANCE

The Architectural Inventory Form completed in 2004 finds that the structures qualify for landmark designation under Criteria 1 and 3.

Criterion 15-501(A)(1) The character, interest, or value of the proposed landmark as part of the development, heritage, or cultural characteristics of the county;

The two stone structures are significant for their association with the early development of the Lyons area.

Criterion 15-501(A)(3) The identification of the proposed landmark with a person or persons significantly contributing to the local, county, state, or national history;

The structures are significant for their association with the Billings family and their contributions to the area.

RECOMMENDATION

Staff recommends that the Historic Preservation Advisory Board APPROVE and

recommend that the BOCC approve Docket HP-22-0006: Billings Homestead under Criteria 1 and 3 and subject to the following conditions:

1. Alteration of any exterior feature of the landmarked structures will require review and approval of a Certificate of Appropriateness (CA) by Boulder County (note: applicable county review processes, including but not limited to Site Plan Review, may be required).
2. Regular maintenance which prolongs the life of the landmark, using original materials or materials that replicate the original materials, will not require review for a Certificate of Appropriateness, provided the Community Planning & Permitting Director has determined that the repair is minor in nature and will not damage any existing features. Emergency repairs, which are temporary in nature, will not require review (note: Depending on the type of work, a building permit may still be required.)

The applicant, Maria Cross, commented on the proposal and was available for questions.

OPEN PUBLIC COMMENT

1. Patrick O'Rourke - 88 Turnagain Ct

CLOSE PUBLIC COMMENT

MOTION: Marissa Ferreira MOVED that HPAB APPROVE and recommend that the Board of County Commissioners APPROVE Docket HP-22-0006: Billings Homestead for landmark status under Criteria 1 and 3, subject to the two standard conditions in the Staff Recommendation.

SECOND: Mark Gerwing

VOTE: Motion Passed {5:0}

7. OTHER BUSINESS

Chair Chuck Gray asked for any updates regarding the Affolter House proposal, which was discussed at the Board's September 1, 2022 hearing. Staff did not have any new information at this time.

Staff invited Board members to a site visit at a City of Boulder farm at 75th Street & Arapahoe Avenue on Friday, October 14 at 2:00 p.m. Jason Emery said he would attend. Staff posed a question for the county's annual report for Certified Local Government status: "What CLG accomplishment, achievement, or event makes the Board proud?" The Board agreed with staff that they were proud of the responsiveness of the county in addressing questions and landmark application issues, both through the monthly public hearings and especially the nimble subcommittee approach, which shows applicants that we respect their time and are serious about the preservation work we do. Subcommittees are able to provide quick, accurate feedback so applicants can reach a decision promptly.

7.1 Historic Boulder introductions and information

Patrick O'Rourke, preservation chair for Historic Boulder, introduced himself and gave an overview of the restoration work his organization is involved with in honor of their 50th anniversary this year, including the Billings Homestead, Gold Hill, Valmont School, Tommy Jones Stagecoach, and the Nine Mile Markers. In honor of Historic Boulder's 50th anniversary this year, the Board was invited to their Meet the Spirits event at Columbia Cemetery on Saturday, October 8 from 12:00 p.m.-5:00 p.m., which will include presentations from local indigenous groups. Staff discussed opportunities for more collaboration with Historic Boulder in the future, such as through the Historic Landmark Rehabilitation Grant Program.

8. ADJOURNMENT

The Boulder County Historic Preservation Advisory Board meeting was adjourned at approximately 6:41 p.m.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
303-441-3930 • www.BoulderCounty.gov

HISTORIC PRESERVATION ADVISORY BOARD

Thursday, February 2, 2023 – 6:00 p.m.

Due to COVID-19, Public Hearing to be Held Virtually

PUBLIC HEARING

STAFF PLANNER: Denise Grimm

STAFF RECOMMENDATION RE:

Docket HP-22-0007: Haystack Mountain Ranch and Golf Course

Request: Boulder County Historic Landmark Designation
Location: 5767 Niwot Road, in Section 27, T2N, R70W of the 6th
Principal Meridian
Zoning: Agricultural (A) Zoning District
Owners/
Applicants: Anders and Jaclyn Hester

PURPOSE

To determine if the nominated property qualifies for landmark designation, determine if the landmark application is complete, and formulate recommendations for the Board of County Commissioners.

BACKGROUND

An application for landmark designation of the site has been submitted by the current owners. It includes three structures including the clubhouse, barn and garage.

The property is historically associated with the Arbuthnot family who were early settlers, and the Haystack Mountain Golf Course which was operated by the Ebel family from 1966 until 2021.

Carson William Arbuthnot and his four sons came to Boulder County in 1959 to pursue hard rock mining. He built a cabin at Haystack Mountain along Lefthand Creek and stayed there in the winter, coexisting with the Arapaho. By the spring of 1864, the Arbuthnots decided to claim land around Haystack Mountain. One of the sons, William Carson Arbuthnot, filed a homestead claim on the 160 acres that was known as the Haystack Mountain Ranch. He married his neighbor, Mary Bader Arbuthnot.

The exact date of when the barn was built is unknown but likely built sometime after 1869 when William and Mary married and settled in a home near Lefthand Creek (where the Ebel

family home is now). While it could have been built as early as 1864 and we know it was there at least by 1882 when William Arbuthnot died.

Mary (Bader) Arbuthnot lived into the 1920's at Haystack Mountain. After she passed away, the children sold the 240 acres. A variety of farming families owned the property until the 1960s.

Then in 1963, Clarence "Bud" and Lois Ebel bought the property. They opened the nine-hole golf course in July of 1966. The clubhouse was built in 1974. By the 1980s, a family came and ran the business for the Ebels. Clay Johns was the grounds manager and his mother, Helen, oversaw the clubhouse. Ebel took over management again in the 1990s. The golf course was known for its teaching, and C.J. Ebel started the No Embarrassment Golf School. The Ebels sold the property and the golf course closed in 2021.

The property retains the key structures proposed for landmark designation as well as several other of less importance.

On November 7 a subcommittee of HPAB reviewed a draft application and recommended that all three structures are eligible for landmark status.

SIGNIFICANCE

The property qualifies for landmark designation under Criteria 1, 3 and 4.

Criterion 15-501(A)(1) The character, interest, or value of the proposed landmark as part of the development, heritage, or cultural characteristics of the county;

The property is significant for its association with the development of the settlement of and early agriculture in Boulder County and also the creation of recreation.

Criterion 15-501(A)(3) The identification of the proposed landmark with a person or persons significantly contributing to the local, county, state, or national history;

The property is significant for its association with the early settlers, the Arbuthnot family, and the Ebel family who owned and operated the golf course for half a century.

Criterion 15-501(A)(4) The proposed landmark as an embodiment of the distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or the use of indigenous materials;

Architecturally, the clubhouse is distinctive because of its sophisticated brick exterior with unique decorative designs.

PUBLIC COMMENT

Michael Markel, an adjacent owner who also sold this property to the Hesters, thru his attorney Craig Blockwick has raised objections to the landmarking due to prior agreements with the Hesters which allowed Markel to demolish some of the structures. Anders Hester responded that the time frame for agreement that may have allowed Markel to demolish the building had passed. Staff has attached the information provided by Markel and Hester.

The county has determined that those agreements are between those parties and not the county and

that this application should be processed on its merits like any other application.

The attorney, Craig Blockwick, also questioned the eligibility of the property in his letter.

RECOMMENDATION

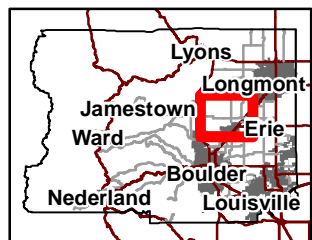
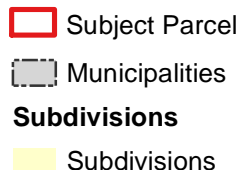
Staff recommends that the Historic Preservation Advisory Board APPROVE and recommend that the BOCC approve Docket **HP-22-0007: Haystack Mountain Ranch and Golf Course** under Criteria 1, 3 and 4 and subject to the following conditions:

1. Alteration of any exterior feature of the structures will require review and approval of a Certificate of Appropriateness (CA) by Boulder County (note: applicable county review processes, including but not limited to Site Plan Review, may be required).
2. Regular maintenance which prolongs the life of the landmark, using original materials or materials that replicate the original materials, will not require review for a Certificate of Appropriateness, provided the Community Planning & Permitting Director has determined that the repair is minor in nature and will not damage any existing features. Emergency repairs, which are temporary in nature, will not require review (note: Depending on the type of work, a building permit may still be required.)

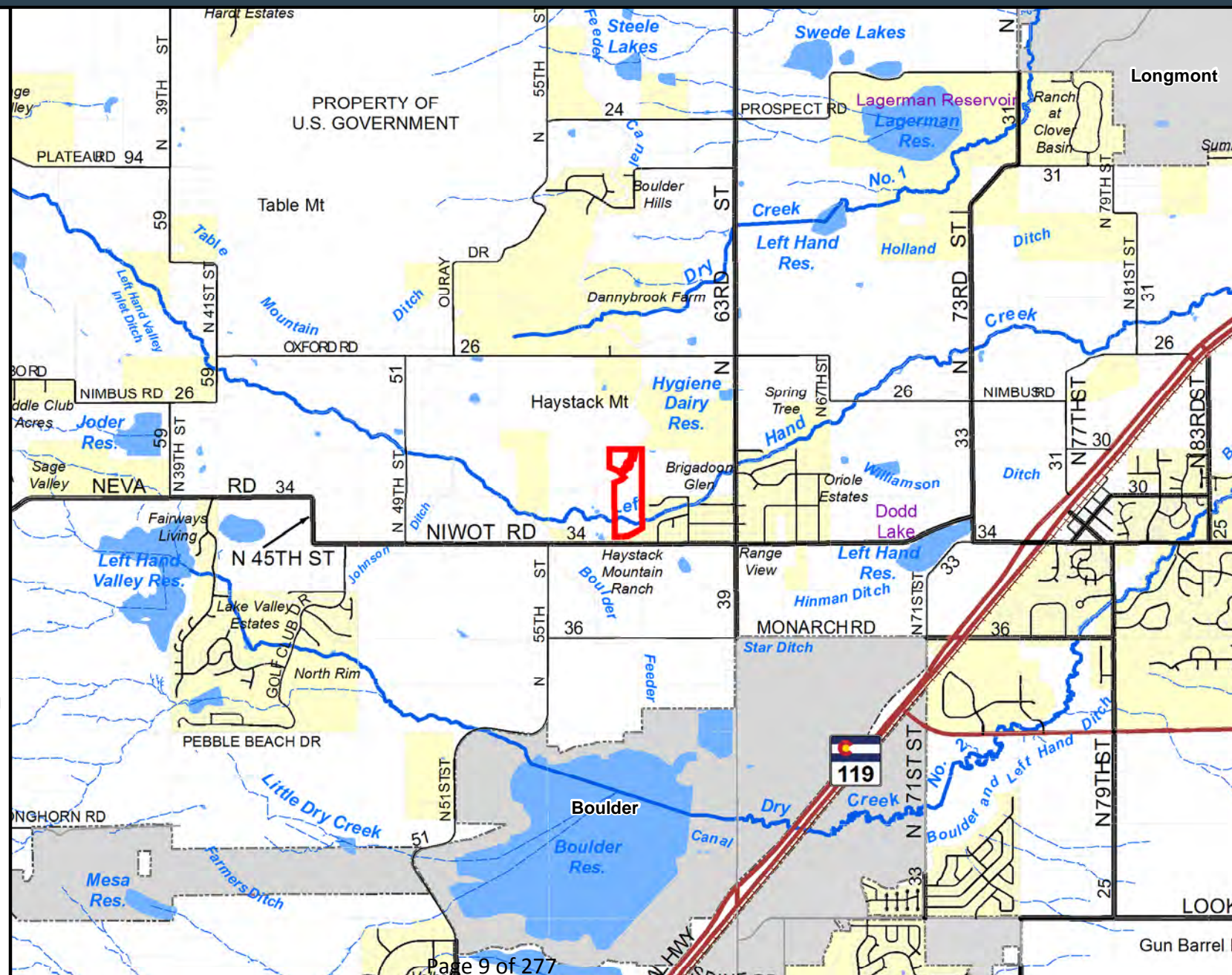


2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

5767 Niwot Road



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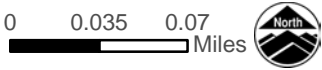
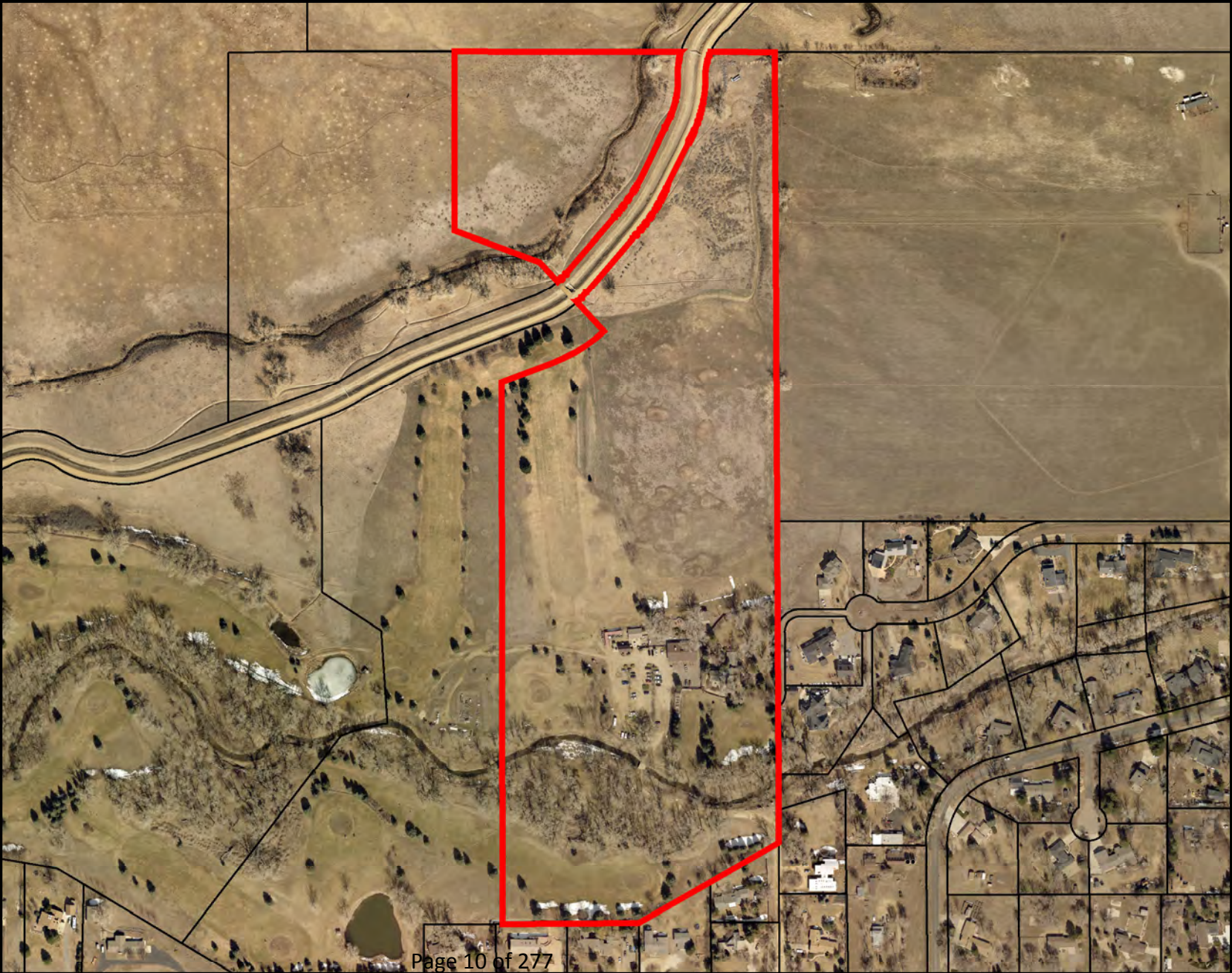
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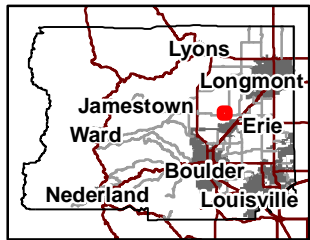
Aerial

5767 Niwot Road

 Subject Parcel



Area of Detail Date: 12/28/2021



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Comprehensive Plan

5767 Niwot Road

Subject Parcel

NLNA Buffer

Archeologically Sensitive Travel Routes

Archeologically Sensitive Areas

Wetlands

Riparian Habitat Connectors

Natural Landmarks

Natural Areas

Ag of Statewide Importance

0

0.035

0.07

Miles

North

Area of Detail

Date: 12/28/2021

Lyons

Longmont

Jamestown

Ward

Erie

Boulder

Nederland

Louisville

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The map displays a subject parcel outlined in red, situated within a larger area of agricultural land of statewide importance (brown). The parcel is bordered by the Haystack Mountain NLNA (green hatched area) to the north and west. To the east, the parcel is adjacent to the Boulder Feeder Canal and Left Hand Creek. The map also shows various other features: archeologically sensitive travel routes (orange hatched area), archeologically sensitive areas (yellow hatched area), wetlands (blue hatched area), riparian habitat connectors (purple hatched area), natural landmarks (green hatched area), and natural areas (light green hatched area). The map includes a scale bar (0 to 0.07 miles) and a north arrow. An inset map shows the location of the area of detail within the Boulder County region, with labels for Lyons, Longmont, Jamestown, Ward, Erie, Boulder, Nederland, and Louisville. The map is dated 12/28/2021.

Page 11 of 277

sgambrel



Boulder County Historic Landmark - Nomination Form

1. Name of Property	
Historic Name: Haystack Mountain Golf Course + Haystack Mountain Ranch Other Names: Historical Narrative (Continuation Sheet) <input checked="" type="checkbox"/>	
2. Location	
Address: 5767 Niwot Road Longmont, CO 80503 Continuation Sheet (For Multiple Properties) <input type="checkbox"/>	
3. Classification	
Property Ownership: Public <input type="checkbox"/> Private <input checked="" type="checkbox"/> Other <input type="checkbox"/> Category of Property: Structure <input checked="" type="checkbox"/> Site <input type="checkbox"/> District <input type="checkbox"/> The barn, the garage, and the clubhouse. Number of Resources Within Property: Contributing _____ Non-Contributing _____ Continuation Sheet <input type="checkbox"/>	
4. Function or Use	
Historic Functions: Agriculture Social + Commerce & Trade	Current Functions: Domestic
Continuation Sheet <input type="checkbox"/>	
5. Description	
Continuation Sheet <input checked="" type="checkbox"/>	
6. Statement of Significance	
Boulder County Criteria for Designation: Please see continuation sheet.	
Areas of Significance: Settlement, Agriculture, Entertainment/Recreation Significant Dates: Please see continuation sheet.	Period of Significance: Please see continuation sheet. Significant Persons: Please see continuation sheet.
Statement of Significance (Continuation Sheet) <input checked="" type="checkbox"/>	

7. Bibliographical References

Continuation Sheet

☐

[2019 Colorado Cultural Resource Survey Architectural Inventory Form](#)
(Resource Number: 5BL.14550) and some excerpts from [golfhaystack.com](#)

8. Geographical Data

Legal Description of Property:

[POR E 1/2 SW 1/4 27-2N-70 PER REC NO 3874360 4/5/2021 AKA PARCEL 1](#)
[- TOTAL 40.88 ACS M/L](#)

Boundary Description:

Boundary Justification:

Continuation Sheet

☐

9. Property Owner(s)

Name(s): [Alexander and Jaclyn Hester](#)

Address(es): [5767 Niwot Road](#)
[Longmont, CO 80503](#)

Continuation Sheet

☐

10. Form Prepared By (Name and Address)

[Alexander Hester](#)
[5767 Niwot Road](#)
[Longmont, CO 80503](#)

Directions for Attachments

Continuation Sheets

For each continuation sheet used, clearly identify the section of this form to which the sheet applies. For example, the Historical Narrative in Section 1 will need to have a continuation sheet. At the top of this sheet, type "Continuation Sheet - Section 1". Remember to number each page of the application, including all attachments.

Maps

This form will be considered incomplete unless a map(s) identifying the location of the structure or site, or the boundary of a district is included.

Photos

Photos or slides of the property should be included with this application. The photos should include captions identifying the photo as well as the date it was taken, if possible. These photos will become part of the file for the property and won't be returned unless requested by the applicant.



(Photo above from 2021.)

Continuation Sheet - Section 1

Historical Narrative

The barn (built sometime around/before 1882) and the garage (built sometime around/before 1905) located at 5767 Niwot Road tell the story of early settlers to the Haystack Mountain area. These two structures were repurposed for golf course needs when the property became a golf course in the 1960s.

Haystack Mountain Golf Course was a popular nine-hole golf course/recreational meeting spot for locals in the area. It opened July 1966 and closed October 2021. The golf course's Clubhouse was built in 1974 and the building encapsulates the history of the course.

Excerpts below taken from the 2019 Colorado Cultural Resource Survey Architectural Inventory Form (Resource Number: 5BL.14550)

Historical background

The entire Boulder Valley area is the ancestral homeland of numerous indigenous peoples over time. The United States acknowledges the Arapaho and Cheyenne peoples in the Fort Laramie Treaty of 1851 as their traditional territory. Haystack was the campground for the Arapahoe tribe. In addition, Haystack Mountain was a lookout for herds of bison. When Colorado was a territory, the area was surveyed by the United States Geological Survey and a pole was planted at the hill's summit.

On June 20, 1859 Carson William Arbuthnot arrived to what is now Boulder County from Tama County Iowa. Carson arrived with four sons and a son-in-law. They mined for gold in various areas of the Gold Hill and Sugar Loaf mining districts.

In 1860 C. W. Arbuthnot was voted in by the Gold Hill miners to serve as the Constable of the Gold Hill mining district. He was already serving as the Constable for the Sugar Loaf mining district. He served as Sheriff in both districts until December of 1862.

When the weather was too bad for the Arbuthnot & Sons to be mining up in the mountains, they built a cabin at Haystack Mountain along Lefthand Creek and stayed there until the weather allowed them to continue gold mining in the mountains.

The four sons of Carson were Samuel, William C., James, and Charles. Since Charles was only 12 when they were in that first area of the mines. That first winter William took his brother Charles and his brother-in-law back to Iowa. William returned in the spring. But Carson, Samuel and James stayed at Haystack Mt. The Arapaho were also camped near where the Arbuthnot men were staying. With them were the Affolter's, Jamison, Hinman and Gilespie. Haystack Mountain was a very strategic place to stay through the winter. Besides having water available at Lefthand Creek, the mountain served as an easy lookout to see when others were coming. In these early years, this mountain was easy to see from long distances since there were no trees on the plains, making Haystack Mountain a well-known landmark.

By the spring of 1864, the Arbuthnot and Sons put up all their holdings in the mountains for sale. (I have never found where any of their holdings actually sold.) They all decided to claim land around Haystack Mountain. William Carson Arbuthnot filed a homestead claim and had purchased a military script. The military script that William purchased established the 160 acres that was known as the Haystack Mountain Ranch.

He built a home there and married his neighbor, Mary Bader Arbuthnot (Daughter of John George Bader known as George Bader and niece of Nicholas Bader). In 1869 their first son was born, Fredrick Wilhelm Arbuthnot (my Grandfather). By 1880, five more children arrived to this family. Neighbors to the Arbuthnot's were the Affolter's who had the largest cabin in the area. William Arbuthnot and family along with the Affolter's hosted the Hayden survey team when they were in the area, as well as other groups who came through the area. The ranch was visited many times by Native Americans who passed through the area, knowing that there would be food left for them. Marshmallows and cheese crackers made by Mary were a favorite.

William Arbuthnot was a leader in this community of gold mining homesteaders. When county wide voting took place, it happened in his home, with his father serving as judge to this location. William served on many juries in Boulder. William and his brothers James and Samuel dug the first ditch that became the Lefthand Ditch Company. He along with Nicholas Bader dug many of the ditches around Haystack Mountain. What today is the Holland was originally named Arbuthnot Ditch no. 2. The end of Farmer's

Ditch was Arbuthnot Ditch no. 1. Carson and his son William were the road supervisors when the roads were surveyed around Haystack Mountain naming Niwot Road as well as the other early roads in this township.

William was named by the Boulder County Commissioners as the Justice of the Peace for the community of Pella, north of where they lived at Haystack. He and his wife gave \$50 for the building of the German Baptist Brothern Church (known as “the Dunkard church” in Hygiene) where they were members. This was a branch of the Mennonite church. All this taking place before 1882.

In spring of 1882, William was branding a colt in the barn which is the building which stands at the Haystack Mountain Golf Course today. While branding this colt, the colt kicked him in the chest. William died a couple of weeks later from his wounds. He left at Haystack Mt. his wife and six children (Frederick, William (known as Long Will and Samuel Arbuthnot also had a son named Will - known as Short Will), George, Melissa, Stella and Sidney. The children were from the ages of 12 to 2 years of age. After William’s death, an auction was held with David Nichols the auctioneer to sell the items owned by William including the colt that had kicked him.

With the money that his wife had inherited from this sale, she was able to then apply to purchase Haystack Mountain for cash. Mary was the first person to purchase this piece of land from the U.S. Government. While the mountain all along was known as the Arbuthnot’s mountain by the others who were living there, it wasn’t until after 1882 that Mary was able to purchase the mountain at the going rate of \$1.25 an acre. The purchase added 80 acres to the Haystack Mountain Ranch. This is the same 240 acres originally purchased by the Ebel family to establish their golf course in the 1960’s.

William Arbuthnot had known David Nichols from their days together in the gold fields. They had become friends. (Side note: When Mr. Nichols started recruiting men to fight the Indians, William tried to stop the hysteria and confronted his friend, asking him to not kill the natives. This must have turned into a heated discussion because the family story is that Mr. Nichols threw William into jail that was above the blacksmith shop in Boulder so he could cool off. Being a good Dunkard, William believed that the Native Americans should be educated and acclimated into the white culture, not killed off because they were predestined to die. This did not stop his brother James though from signing up and serving with Mr. Nichols).

The exact date of when the barn was built is unknown. It was most likely built sometime after 1869 when William and Mary married and settled in a home near Lefthand Creek (where the Ebel family home is now). While it could have been built as early as 1864 and we know it was there at least by 1882 when William was kicked by the colt. With this building still standing, it is a remnant of the gold miners in Boulder County who chose to stay and make their family homes here. Carson and all of his children were born in Pennsylvania and had moved to Iowa in 1850. But like so many, after experiencing the land that became Colorado, they couldn’t leave either. Carson brought his wife here and is living in Boulder in the 1870 U.S. Census. The Census taker noted that Carson was the oldest resident in Boulder. The Arbuthnot family were leaders in the community in the earliest days, serving in a multitude of ways. They were some of the first to bring water down Lefthand Creek for the purpose of farming the land.

In later years, when the youngest son had grown, Sydney became a blacksmith (I have his diploma from the school he attended to learn the skills) and the barn became known as his blacksmith shop. Sidney also

tried to turn the family home into a hotel (first bed and breakfast?) when his sister and mother moved into Boulder. This failed and his sister and mother returned to the mountain. Mary (Bader) Arbuthnot lived into the 1920's at her beloved Haystack Mountain home. After she passed away, the children sold the 240 acres.

Above was research and written by Donlyn (Arbuthnot) Whissen

Guy Dodd bought the property in 1924. Guy was born to Alva and Della Dodd in 1893 in Colorado. In 1920 Guy and Leah Florence Swartz married. They had a daughter, Janice, in 1934. They lived in Niwot in 1930, where Guy was a cashier at Niwot State Bank. By the 1940s, they moved to Longmont, and Guy was a bookkeeper at a local bank. Guy passed away in 1988 and Florence in 1990. Both were buried at Mountain View Cemetery.

In 1935, Fred and Emma Pounds bought the property. Fred and Emma were both born in Kansas in 1883 and 1882. They married in 1908 and their children were Nina, Lloyd, and Mildred. Pounds lived in Altona and Niwot and were cattle ranchers. Fred and Emma were buried at Mountain View Memorial Park Cemetery.

Arthur and Anna Hammans bought the property from the Pounds in 1940. Arthur Ellsworth was born in 1878 in Iowa. His wife, Anna, was also born in Iowa in 1880. They were married in 1901 and had five children. They lived in Kersey, Colorado, for about 30 years as farmers before moving to Niwot. Arthur and Anna continued to be farmers in Niwot, and both were buried at Mountain View Memorial Park Cemetery.

Hammans owned the property for two years and sold it to Holland and Pearl Payne in 1942. Payne owned the property over twenty years, where they ran cattle, raised pigs, and grew grass hay. Holland was born in 1893 and Pearl in 1888. They got married in 1915, and in 1916, Robert was born. Holland passed away in 1967, Pearl in 1983, and Robert in 1943.

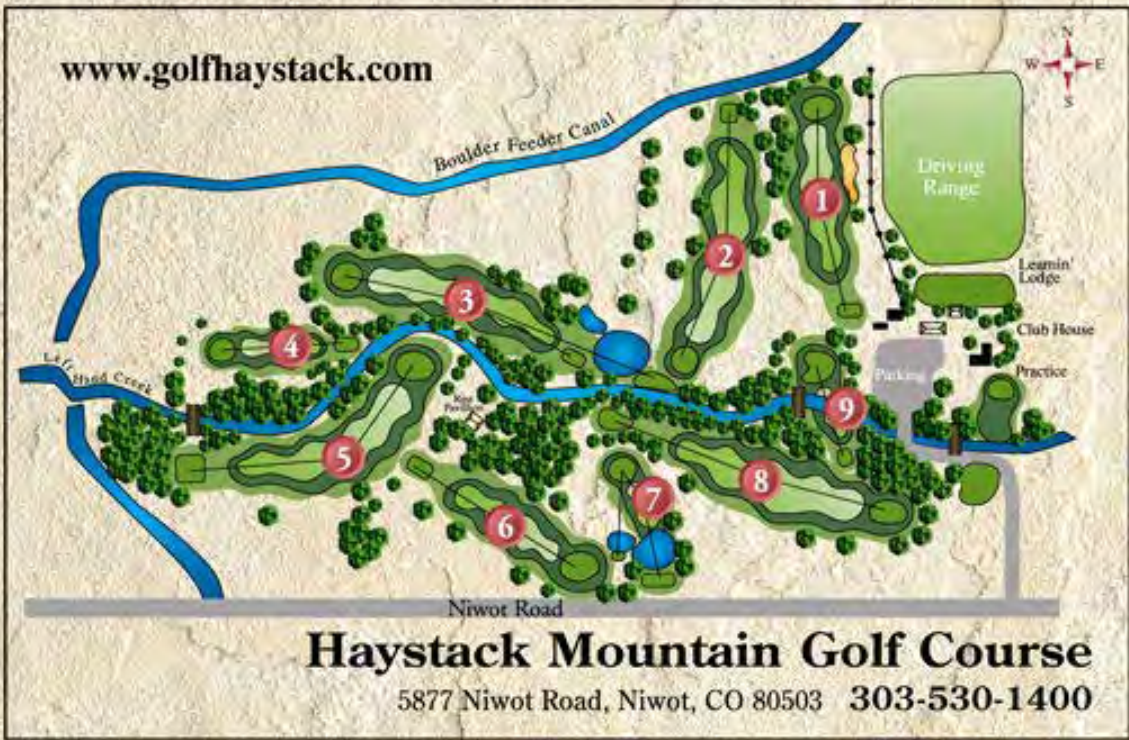
Then in 1963, Clarence "Bud" and Lois Ebel bought the property. Ebels came to Boulder in 1955 from Illinois. Bud Ebel quit his teaching job, purchased the property, and started construction on the golf course. With hired help and Ebels family, they built the golf course one rock at a time, and with the financial help of Lois's parents, it wouldn't have been possible. The nine-hole golf course opened in July of 1966. Heather Ebel mentioned the Livingroom of the house was used as a clubhouse before the current one was built in 1974.

By the 1980s, a family came and ran the business for the Ebels. Clay Johns was the grounds manager and his mother, Helen, oversaw the clubhouse. Ebel took over management again in the 1990s.

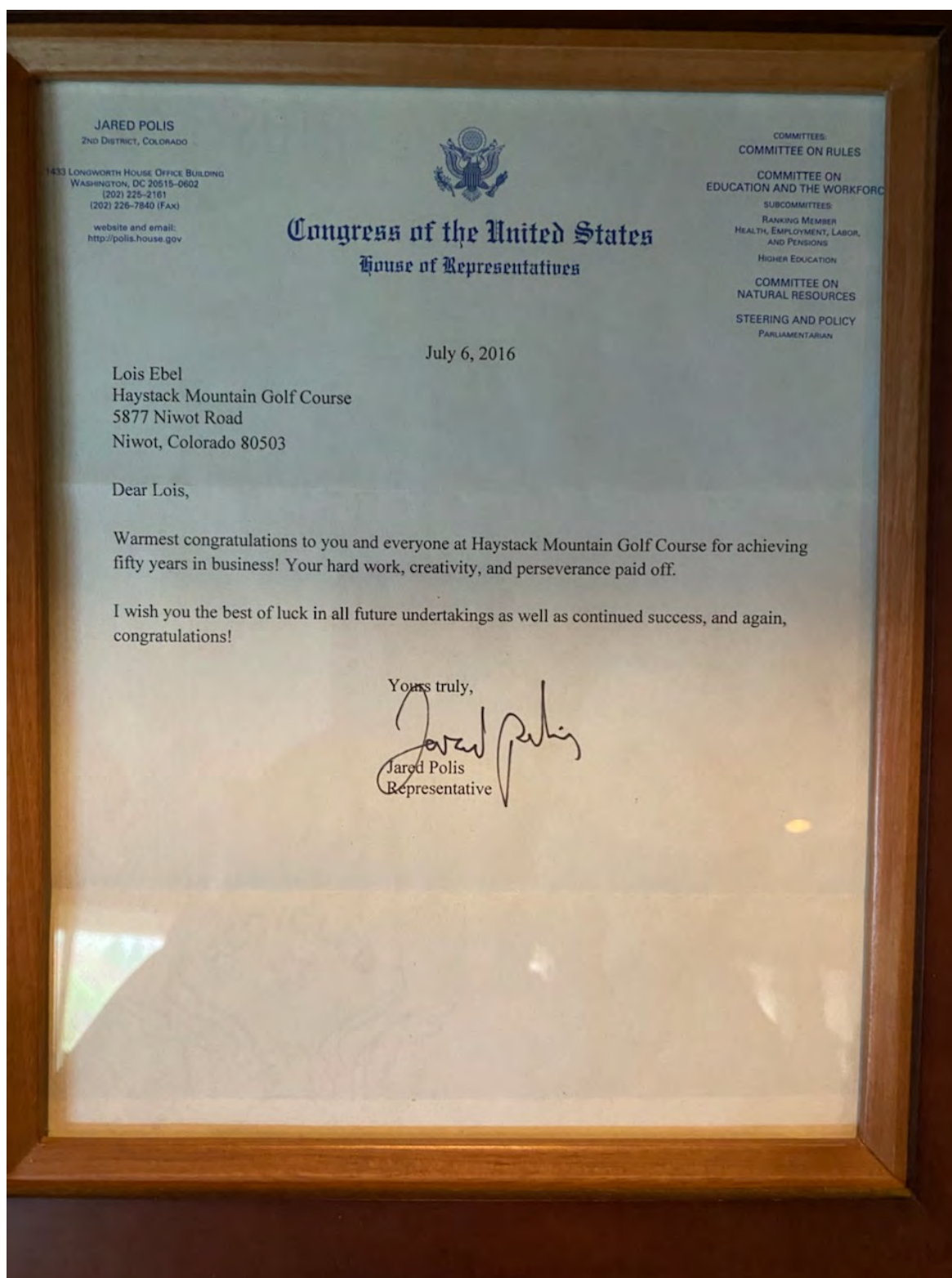
The golf course is known for its teaching, and C.J. Ebel started No Embarrassment Golf School. C.J. is a professional golf instructor, and the sessions have earned national accolades. Lois started the Et Yet? Inn. It became a popular breakfast and lunch restaurant and Julia, daughter of Lois, helped manage the restaurant. In the mid-1990s, Heather opened the Golders Grill. In addition, the property hosted weddings and other events. The property was damaged by the 2013 floods but has since been repaired. The children Lois took over management and ownership of the property after her passing.

Haystack Mountain Golf Course Score Card

Hole	1	2	3	4	5	6	7	8	9	Total
Blue Tees	259	287	359	164	275	221	145	318	125	2153
Blue Handicap	5	4	1	7	3	6	8	2	9	
Hole	4	4	4	3	4	3	3	4	3	32
Red Tees	250	271	255	114	260	197	105	281	75	1808
Red Handicap	5	4	2	7	3	6	8	1	9	



Letter dated July 6, 2016 from Senator Polis (Now, Governor Polis) congratulating Lois Ebel for 50 years in business.



Course Description

Along the Lefthand Creek

Resting in the shadow of Haystack Mountain, the course was designed to fit in with the surrounding landscape to stay in tune with nature. The greens flow naturally in the rolling terrain with minimal contouring. It is a flat course, known as links-style (based on original Scottish courses), and winds around Left Hand Creek through old cottonwood trees, offering unparalleled views of the Flatirons and the Western Slope. To help preserve the spirit of the game, walking is required.

The 2153-yard, par 32 golf course near Denver is a haven for beginners, old timers, couples, juniors, and polished players, taking on average about two hours to play. Beginners are not overwhelmed by length, and the course is long enough for seasoned golfers to use all of their clubs.

Fairways are wide with roughs cut short. Five holes have double tees, and three play over water. The 3rd hole, a 320 yard par 4 doglegs left and plays over a pond with a small green that cannot be seen from the tee. The 4th hole is 144 yards long, with no trees or hazards, offering a flat medium-sized green—a great chance for a birdie!

This is a place to have fun! As Bobby Jones said, “...after all, golfing is a game.”

The Historical Property at Haystack Mountain

Our Land

The land from which Haystack Mountain Golf Course was carved is entrenched in Native American and U.S. history. In the early 1800's, Chief Niwot (or Left Hand) and his Arapahoe tribe chose this land and its surrounds as their winter home. Haystack Mountain served as a high lookout for small herds of buffalo, its sunny slope provided protection from harsh winds, and Left Hand Creek ran with fish and clear mountain water. In 1858, history reports that Chief Niwot was the Indian who met the first settlers coming into the region, and many more followed.

Eventually, with the continuing unrest between the settlers and the Indians, Chief Niwot moved his tribe to eastern Colorado near Sand Creek. There at the Battle of Sand Creek, Chief Niwot was killed. .

Another early resident, Jacob Affolter, a white settler in 1860, chose the Haystack area to build a sturdy cabin constructed of hand hewn logs. This cabin was his family home, and because of its large size and sturdiness, it became the first meeting house in the area. It stood just west of Haystack's 5th tee. The Longmont Historical Society has since moved it to Old Mill Park where it stands today.

The 240 acre tract of land including Haystack Mountain, the land south to Niwot Road and north to Oxford Road was purchased by the Ebel family in 1963 from Holland & Pearl Payne. Owners for twenty-five years,

the Paynes ran cattle, raised pigs, and grew grass hay. Holland and Pearl Payne's home was the original 1850s settler's shack with a small farm house addition. This settler's home remains today with additions built around it - space needed for the eventual Ebel family of six children.

Other original structures of the early 1900s still remain. The horse barn stores golf equipment; close by is the superintendent's office and shop. Also, ranch buildings and pig houses stand west of the 1st tee.

From the start, the Ebel family put it's "shoulder to the wheel." The seed money for the land purchase came from household savings and family members. With no "finance package" for the buying of equipment, creative ways had to be found to get a golf course built on Colorado's rocky-river bottom land. A large vegetable garden was planted. Chickens were raised.

Other workers came – people who needed a temporary place to live. They installed irrigation pipes. They picked up rocks.

One shining example of a man who did all of that was, Vernon Brown. At 75 years young, after riding a tractor, laying pipe, planting corn, his cheerful invitation to supper would be, "Have you et yet?" Vernon was a kindly inspiration to hard work, friendship, and the future of Haystack.

In honor of Vernon, Haystack's little restaurant of the late 70's was named the "Et Yet? Inn". The Et Yet? Inn became well known for its emphasis on healthful freshly prepared food served in a relaxed and friendly atmosphere.

Even though, by the 80s, the golf course was becoming popular in the community, clouds were forming on the Ebel family's horizon. During those tough years, a wonderful family came along and ran the business for the Ebels. Clay Johns, managed the grounds, and his mother, Helen, was in charge of the clubhouse. A cheerful, honest, hard-working family, they kept Haystack customers coming back to the same welcoming family atmosphere that had been achieved through much sacrifice.

After management was returned to the Ebels in the 90s, major improvements on the course and innovative programs for golfers were implemented. Today, Haystack is building its reputation as a teaching course. CJ, son of the owner, brought to Haystack the *No Embarrassment Golf School*, and this plan for beginner-friendly play has earned it accolade nationally. The driving range tee is three times its original size. A short game practice area and an all weather instruction and practice building is complete. Tees have been enlarged and holes lengthened to add challenge for every level of golfer.

Since the 1800s, this land has been cherished for its beauty, bounty, adversity, and challenge. Today, Haystack Mountain Golf Course remains a place where golfers of all ages and abilities can play in a relaxed, natural and historical setting. What better place for the game of golf?

The Family at Haystack Mountain

Our Family

For more than 50 years, Haystack has been owned and operated by the Ebel family. The children - Autumn, Julia, Shauna, Heather, Zhanna and CJ - have held every position imaginable at a golf operation, from running the restaurant to washing balls and filling buckets. We are proud that our family have built and made Haystack the success it is today.

An honorary family member for his support and devotion, course superintendent Clay Johns has been with Haystack Mountain for more than thirty years. Mike Hammerstone is the new Operations Manager, and he has fit right in to the close relationships here.

Lois' first and second daughters, Autumn and Julia, grew up building the golf course and driving range with Bud and Lois. In those early days there was also weeding to be done in the garden, taking care of the chickens (that have recently returned!), and caring for the four younger siblings as they arrived. Julia also helped Lois create and managed for several years, Haystack's famous breakfast and lunch restaurant, the Et Yet? Inn. Shauna, Heather, Zhanna and C.J. all worked at the front desk or in the restaurant as well.

Lois' fifth daughter, Zhanna and her husband Adam, worked at and provided administrative management at the course from 1996 to 2012.

CJ, the youngest sibling, only son and golf professional, along with his wife Maxine, helped improve the lands and services, brought exciting events and weddings to the property, and provided a vision for what Haystack could become.

The family tradition continues to be passed down to the third and fourth generations, as Zhanna and Adam's daughters, Aspen and Adara, before going to college, served food and drinks at Haystack's signature Wednesday night event, Grill Night. Julia and husband Scott along with their children, Aaron and Sheah, and granddaughter Evalynn, pitched in for months of grounds clean-up and volunteer coordination after the flood of 2013 and are leading re-energized Haystack's event venue, Haystack Hearth. Scott has also been the resident architect and construction manager for the residence, as well as renovation projects, for many years.

With more than 63 courses in the Denver/Boulder area today, the Ebel's have carved out a niche as a teaching course that caters to a broad range of golfers while focusing on course improvements rather than expansion. We hope you get a sense of family when you join us for a friendly, relaxing day at Haystack.

Matriarch Lois Ebel passed away on July 10, 2016. With her passing, the property has passed into ownership by the Haystack Living Trust, which is comprised of her six children. The Trust is working diligently to continue the tradition of warmth and grace that Lois brought to the business and land.

Continuation Sheet - Section 5

DESCRIPTION

Excerpts below taken from the 2019 Colorado Cultural Resource Survey Architectural Inventory Form (Resource Number: 5BL.14550)

“The clubhouse is rectangular, single story and has a concrete foundation. It was built in 1974, wood-framed in construction, and brick for an exterior finish with decorative patterns. The north elevation has a screened-in patio. Centering the south elevation is a glazed door and metal sliding window. The east elevation is also screened-in and has three screen doors. The clubhouse has a gable roof with asphalt shingle and metal gutters and a cupola centering the roof.”

“The garage is in the farm photo circa 1905. The date of construction is unknown. The exterior siding has been replaced with plywood. The garage doors, windows, and metal door have been added after 1963.”

“The exact date of when the barn was built is unknown. It was most likely built sometime after 1869 when William and Mary married and settled near Lefthand Creek (where the Ebel family home is now). While it could have been built as early as 1864, and we know it was there at least by 1882 when the colt kicked William. The roof was replaced at some point. A lean-to shed toward the west was demolished, and possibly a concrete foundation was added. “

Continuation Sheet - Section 6

STATEMENT OF SIGNIFICANCE

Boulder County Criteria for Landmark Designation

The barn, garage, and the Haystack Mountain Golf Course Clubhouse located at 5767 Niwot Road meet three of the criteria for landmark designation in the Boulder County Historic Preservation Regulations (Section 1-501):

1. The character, interest, or value of the proposed landmark is important as part of the development, heritage, or cultural characteristics of the County.
3. The proposed landmark is identified with a person or persons significantly contributing to local, county, state, or national history.
4. The proposed landmark is an embodiment of the distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or the use of indigenous materials.

NARRATIVE

The barn, garage, and the Haystack Mountain Golf Course Clubhouse located at 5767 Niwot Road are important historical structures for their association with Boulder County's history from the 1800s thru October 2021.

The barn (built sometime around/before 1882) and the garage (built sometime around/before 1905) tell the story of early settlers to the Haystack Mountain area. These two structures were repurposed for golf course needs when the property became a golf course in the 1960s.

Haystack Mountain Golf Course was a popular nine-hole golf course/recreational meeting spot for locals in the area. It opened July 1966 and closed October 2021. The golf course's Clubhouse was built in 1974 and the building encapsulates the history of the course.

Lois Ebel and her family owned and operated this special golf course for over 50 years before it closed October 2021. Architecturally, the clubhouse is distinctive because of its sophisticated brick exterior with unique decorative designs, including a handful of crosses.

Period of Significance
1800s – 2021

Significant Persons

The Arapahoe Tribe, William Carson Arbuthnot, Mary (Bader) Arbuthnot, Guy Dodd, Fred and Emma Pounds, Arthur and Anna Hammans, Holland and Pearl Payne, Clarence "Bud" and Lois Ebel, and Alexander and Jaclyn Hester.

Significant Dates

1862 - Arbuthnot & Sons built cabin at Haystack Mountain along Left Hand Creek

1864 - William Carson Arbuthnot filed a homestead claim and had purchased a military script. The military script that William purchased established the 160 acres that was known as the Haystack Mountain Ranch.

1882 – The barn was built sometime around 1882.

1882 - William Arbuthnot kicked by a colt in the barn that still exists today. He died soon thereafter.

Sometime after 1882/after William died – his wife, Mary Bader Arbuthnot (Daughter of John George Bader known as George Bader and niece of Nicholas Bader), purchased the mountain at the going rate of \$1.25 an acre. The purchase added 80 acres to the Haystack Mountain Ranch. This is the same 240 acres originally purchased by the Ebel family to establish their golf course in the 1960's.

Mary (Bader) Arbuthnot lived into the 1920's at her beloved Haystack Mountain home. After she passed away, the children sold the 240 acres.

1905 – The garage was built sometime around 1905.

1924 - Guy Dodd bought the property

1935 - Fred and Emma Pounds bought the property.

1940 - Arthur and Anna Hammans bought the property.

1942 - Holland and Pearl Payne bought the property. Payne owned the property over twenty years, where they ran cattle, raised pigs, and grew grass hay.

1963 - Clarence "Bud" and Lois Ebel bought the property. Ebels came to Boulder in 1955 from Illinois.

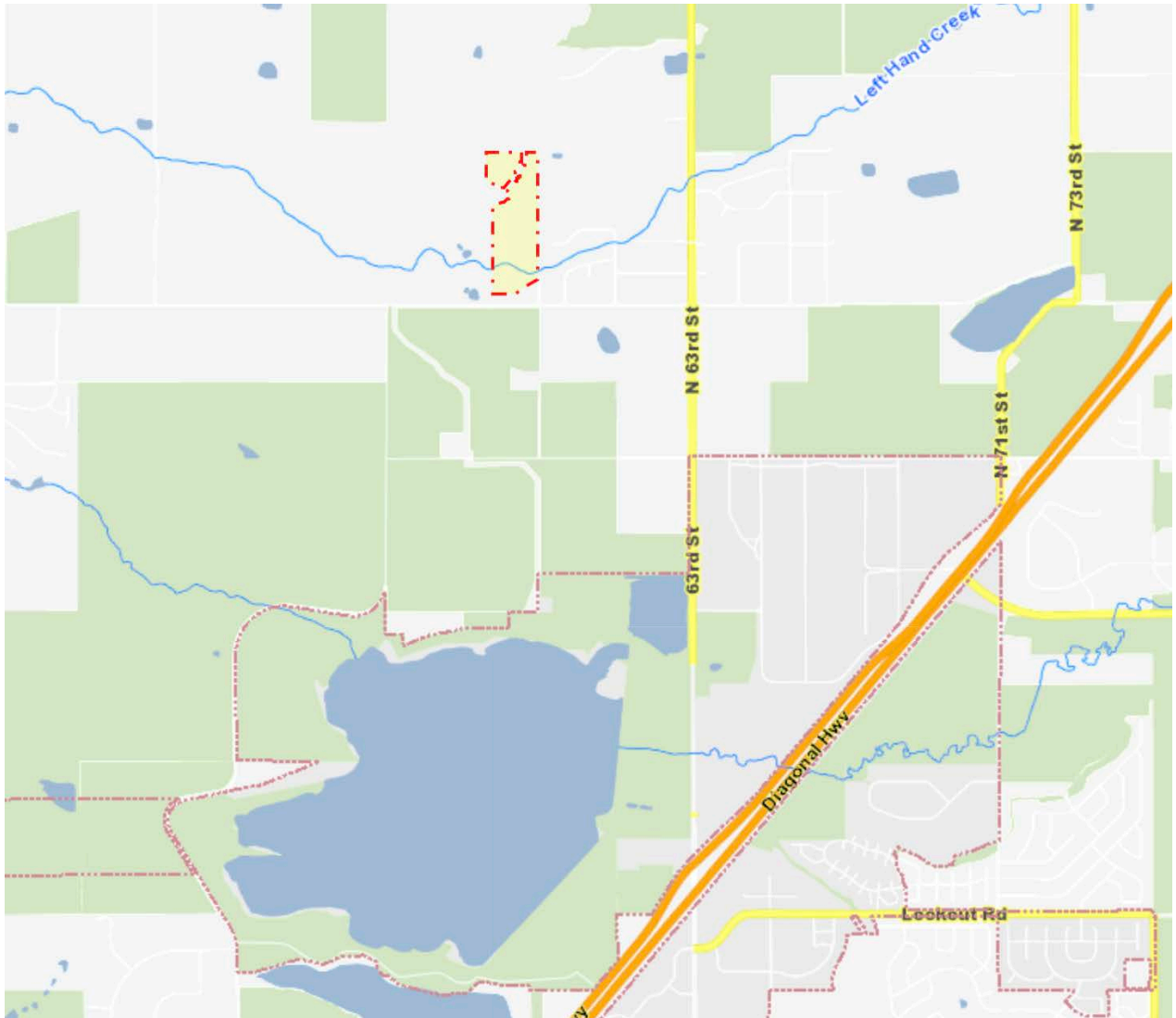
July of 1966 - The nine- hole golf course known as Haystack Mountain Golf Course opened.

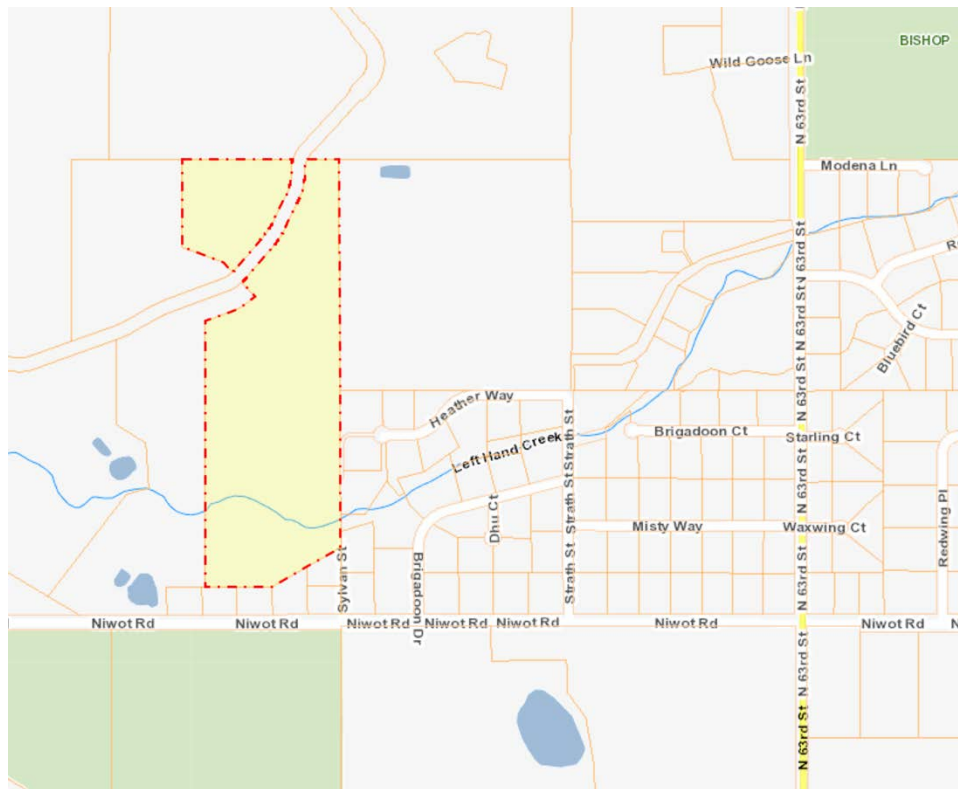
1974 – The Clubhouse was built.

October 2021 – The golf course officially closes for business.

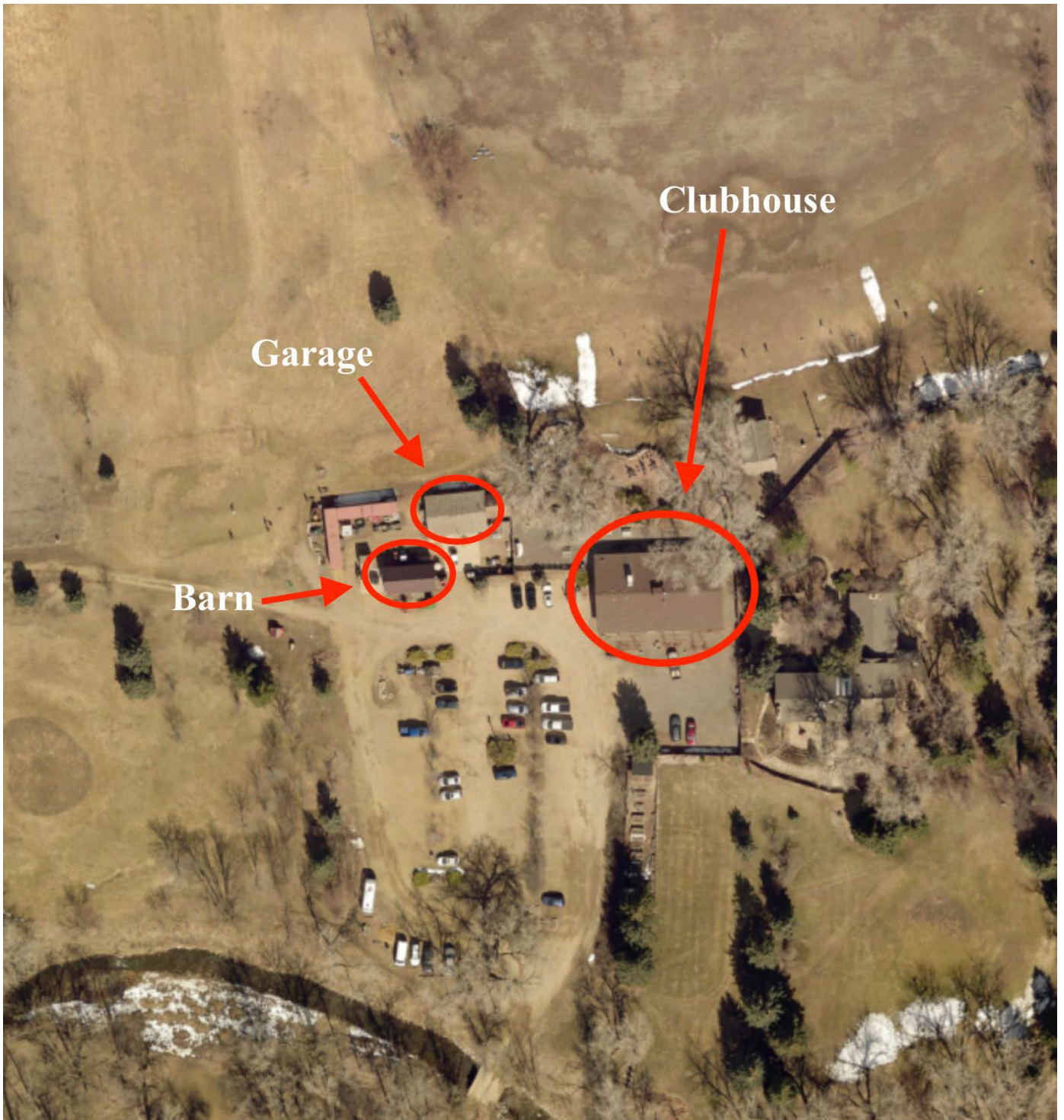
November 2021 - Alexander and Jaclyn Hester bought the property.

Maps (next few pages)













Resource Number: 5BL.14550
Temporary Resource Number:

OAHP1403
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

Official eligibility determination
(OAHP use only)

Date _____ Initials _____
____ Determined Eligible- NR
____ Determined Not Eligible- NR
____ Determined Eligible- SR
____ Determined Not Eligible- SR
____ Need Data
____ Contributes to eligible NR District
____ Noncontributing to eligible NR District

I. Identification

1. Resource number: **5BL.14550**
Temporary resource number:
3. County: **Boulder**
4. City: **Longmont**
5. Historic building name: **Haystack Mountain Ranch**
6. Current building name: **Haystack Mountain Golf Course**
7. Building address: **5877 Niwot Road**
8. Owner name and address:
HAYSTACK LIVING TRUST
5877 Niwot Road, Longmont

II. GEOGRAPHIC INFORMATION

9. P.M. 6 Township 2N Range 70
SW $\frac{1}{4}$ and SW $\frac{1}{4}$ and W $\frac{1}{2}$ of NW $\frac{1}{4}$ of section 27
10. UTM reference
Zone ; 13N 481452 mE 4439157 mN
11. USGS quad name: Niwot
Year: 2019 Map scale: 7.5' ☒ 15' ☐ Attach photo copy of appropriate map section.
12. Lot(s): _____ Block: _____
Addition: _____ Year of Addition: _____
13. Boundary Description and Justification:
The property is located at 5877 Niwot Road and the legal description is SW 1/4 LESS 10.4 AC & W 1/2 NW 1/4 LESS 6.26 ACS 27-2N-70 - GOLF COURSE 70 ACS M/L TOTAL PROPERTY SIZE 223 ACS M/L

III. Architectural Description

14. Building plan (footprint, shape): **Rectangular**
15. Dimensions in feet: Length ___ x Width ___

Resource Number: 5BL14550

Temporary Resource Number:

16. Number of stories: **2**

17. Primary external wall material(s): **Wood Boards**

18. Roof configuration: **Gable**

19. Primary external roof material: **Corrugated**

20. Special features:

General architectural description:

The barn is rectangular, two stories, and has a dirt and concrete foundation. Its wood framed in construction and has a wood boards for an exterior finish. There's a wood Dutch door and a wood hopper door on the south elevation. The east and west elevation have opening, possibly from a hay door. The roof is gable with corrugated finish and exposed rafter tails.

21. Architectural style/building type: **Vernacular**

22. Landscaping or special setting features:

The property is off Niwot Road on a long dirt driveway. The house and structures are near Lefthand Creek. There are deciduous and evergreen trees surrounding the main buildings. The rest of the property has a nine-hole golf course and Haystack Mountain.

23. Associated buildings, features, or objects:

1: Type: **Garage**

Description: **The garage is rectangular, single- story and has a concrete footer foundation. The garage is wood framed in construction and has an exterior finish of rolled roofing to the north and the rest of the structure has a plywood finish. The south elevation has two wood garage doors and a metal glazed two-panel door—there's a picture window to the east and a boarded-up window toward the west. The roof is a side gable with wood shingles and exposed rafter tails.**

2: Type: **Shed with Corrugated Roof**

Description: **The shed is rectangular, single- story and has a dirt foundation. The shed is wood framed in construction and has an exterior finish of wood boards. The west elevation shares the wall of the garage. The shed has a corrugated gable roof.**

3: Type: **Learn-n Lodge**

Description: **The structure is rectangular, single-story, and rests on a construction foundation. The shed is wood framed in construction and has an exterior finish of lapped wood boards. The north elevation has two large wood double doors. The south elevation has a metal four-panel door and a vinyl sliding window. The east elevation has a vinyl sliding window, and four grouped 1/1 single-hung vinyl windows. The west elevation has a vinyl sliding window, and four grouped 1/1 single-hung vinyl windows. There's also a metal six-panel door and an uncovered brick patio. The structure has a cross-gable wood shingle roof.**

4: Type: **House**

Description: **The house is L-shaped, two-story, and has a concrete foundation. It has wood framing for construction and has an exterior finish of horizontal wood-lapped boards and decorative pattern brick. The original section of the house has hewn logs for construction. The north elevation has bay windows, several stained-glass windows, and a small deck toward the east. There's a glazed wood door for the main entrance and leads to a brick-paved courtyard. The south elevation has bay windows towards the west and an entrance off of a bricked patio. Centering the elevation is another glazed door and roof porch. The east elevation has the original section of the house to the southeast and has a glazed double door and a porch on the second floor. Three vinyl glazed double doors lead to a brick patio toward the northeast. Each elevation also has fixed, casement, or single-hung vinyl windows. The roof is cross gable with asphalt shingle with metal gutters. The original section of the house has wood shingles. There are three brick chimneys located on the exterior end of the north and west elevation—the third chimney centering the roof of the original house.**

5: Type: **Clubhouse**

Description: **The clubhouse is rectangular, single story and has a concrete foundation. It was built in 1974, wood-framed in construction, and brick for an exterior finish with decorative patterns. The north elevation has a screened-in patio. Centering the south elevation is a glazed door and metal sliding window. The east elevation is also screened-in and has three screen doors. The clubhouse has a gable roof with asphalt shingle and metal gutters and a cupola centering the roof.**

6: Type: **Green Shed**

Description: **The building is rectangular, single story and has a concrete foundation. Its wood-framed in construction and has horizontal drop wood siding with one by corner trim. The north elevation has a six-panel wood door, and the south elevation has a closed-in window. The east elevation has a fixed one-lite window. Lastly, the shed has a front gable roof with wood shingles.**

7: Type: **Pig Sheds**

Description: **The buildings are rectangular, single-story, and have a dirt foundation. They are wood framed in construction and have horizontal drop wood siding. The roofs are corrugated gable roofs.**

Type: **Wood Shingle Shed**

Description: **The shed is rectangular, single story and has a dirt foundation. It is wood framed in construction and has pattern plywood for an exterior finish. There's a plywood door on the east elevation. It has a front gable roof with wood shingles.**

9: Type: **Tan Shed**

Description: **The shed is rectangular, single story and has a dirt foundation. It is wood framed in construction and has pattern plywood for an exterior finish. There's a metal door on the south elevation. It has a front gable roof with wood shingles.**

10: Type: **Shed with Shed Roof**

Description: **The shed is rectangular, single story and has a dirt foundation. It is wood framed in construction and has a vinyl exterior finish. The south elevation has a 1/1 double-hung window and the east elevation has a vinyl sliding window and a metal door. It has a shed roof with a metal channel and extended rafter tails.**

IV. ARCHITECTURAL HISTORY

25. Date of Construction: **1869-1882** Actual:

Source of information: **Research by Donlyn (Arbuthnot) Whissen**

26. Architect: **William and Mary Arbuthnot**

Source of information: **Research by Donlyn (Arbuthnot) Whissen**

27. Builder/Contractor: **William and Mary Arbuthnot**

Source of information: **Research by Donlyn (Arbuthnot) Whissen**

28. Original owner: **William and Mary Arbuthnot**

Source of information: **Research by Donlyn (Arbuthnot) Whissen**

29. Construction history (include description and dates of major additions, alterations, or demolitions):

1: Type: **Barn**

Construction History: **The exact date of when the barn was built is unknown. It was most likely built sometime after 1869 when William and Mary married and settled near Lefthand Creek (where the Ebel family home is now). While it could have been built as early as 1864, and we know it was there at least by 1882 when the colt kicked William. The roof was replaced at some point. A lean-to shed toward the west was demolished, and possibly a concrete foundation was added.**

2: Type: **Garage**

Construction History: **The garage is in the farm photo circa 1905. The date of construction is unknown. The exterior siding has been replaced with plywood. The garage doors, windows, and metal door have been added after 1963.**

3: Type: **Shed with Corrugated Roof**

Construction History: **It's unknown when the shed was built.**

4: Type: **Learn-n Lodge**

Construction History: **It's unknown when Learn-n Lodge was built. The windows and doors have all been replaced.**

5: Type: **House**

Construction History: **The house was built circa 1868 by William Arbuthnot. There were additions towards the north and south before 1963. When the Ebels bought the property, the house didn't have running water or heat, which they quickly updated. There was a long wing addition toward the north in the mid-1960s. Other additions were added in the mid-1970s. Most of the doors and windows have been replaced, and the exterior siding has been changed.**

6: Type: **Clubhouse**

Construction History: **The clubhouse was built in 1974 and it's unknown if there were any alterations completed.**

7: Type: **Green Shed**

Construction History: **It's unknown when the shed was built but original to the property.**

8: Type: **Pig Sheds**

Construction History: **It's unknown when the sheds were built.**

9: Type: **Wood Shingle Shed**

Construction History: **It's unknown when the shed was built and if there were any alterations.**

10: Type: **Tan Shed**

Construction History: **It's unknown when the shed was built and if there were any alterations.**

11: Type: **Shed with Shed Roof**

Construction History: **It's unknown when the shed was built and if there were any alterations.**

12: Type: **Demolished Structures**

Construction History: **Looking at historical photos of the farm there are several structures that have been demolished. It's unknown when the demolitions happened but some were after 1963.**

30. Original location: ☒ Moved: ☒ Date of move(s): **1970**

Jacob Affolter, in 1860, built the cabin which stood just west of the golf course's 5th tee. It was the largest cabin in the area at the time, so it saw lots of weddings and funerals. The Dodd brothers donated the cabin, and the Niwot Men's Club helped move it in 1970. It was moved to Old Mill Park (237 Pratt Street, Longmont), and the Longmont Historical Society completed rehabilitation in 1985.

V. HISTORICAL ASSOCIATIONS

31. Original use(s): **Agriculture**

32. Intermediate use(s): **Agriculture**

33. Current use(s): **Recreation**

34. Site type(s): **Commercial**

35. Historical background:

The entire Boulder Valley area is the ancestral homeland of numerous indigenous peoples over time. The United States acknowledges the Arapaho and Cheyenne peoples in the Fort Laramie Treaty of 1851 as their traditional territory. Haystack was the campground for the Arapahoe tribe. In addition, Haystack Mountain was a lookout for herds of bison. When Colorado was a territory, the area was surveyed by the United States Geological Survey and a pole was planted at the hill's summit.

On June 20, 1859 Carson William Arbuthnot arrived to what is now Boulder County from Tama County Iowa. Carson arrived with four sons and a son-in-law. They mined for gold in various areas of the Gold Hill and Sugar Loaf mining districts.

In 1860 C. W. Arbuthnot was voted in by the Gold Hill miners to serve as the Constable of the Gold Hill mining district. He was already serving as the Constable for the Sugar Loaf mining district. He served as Sheriff in both districts until December of 1862.

When the weather was too bad for the Arbuthnot & Sons to be mining up in the mountains, they built a cabin at Haystack Mountain along Lefthand Creek and stayed there until the weather allowed them to continue gold mining in the mountains.

The four sons of Carson were Samuel, William C., James, and Charles. Since Charles was only 12 when they were in that first area of the mines. That first winter William took his brother Charles and his brother-in-law back to Iowa. William returned in the spring. But Carson, Samuel and James stayed at Haystack Mt. The Arapaho were also camped near where the Arbuthnot men were staying. With them were the Affolter's, Jamison, Hinman and Gilespie. Haystack Mountain was a very strategic place to stay through the winter. Besides having water available at Lefthand Creek, the mountain served as an easy lookout to see when others were coming. In these early years, this mountain was easy to see from long distances since there were no trees on the plains, making Haystack Mountain a well-known landmark.

By the spring of 1864, the Arbuthnot and Sons put up all their holdings in the mountains for sale. (I have never found where any of their holdings actually sold.) They all decided to claim land around Haystack Mountain. William Carson Arbuthnot filed a homestead claim and had purchased a military script. The military script that William purchased established the 160 acres that was known as the Haystack Mountain Ranch.

He built a home there and married his neighbor, Mary Bader Arbuthnot (Daughter of John George Bader known as George Bader and niece of Nicholas Bader). In 1869 their first son was born, Fredrick Wilhelm Arbuthnot (my Grandfather). By 1880, five more children arrived to this family. Neighbors to the Arbuthnot's were the Affolter's who had the largest cabin in the area. William Arbuthnot and family along with the Affolter's hosted the Hayden survey team when they were in the area, as well as other groups who came through the area. The ranch was visited many times by Native Americans who passed through the area, knowing that there would be food left for them. Marshmallows and cheese crackers made by Mary were a favorite.

William Arbuthnot was a leader in this community of gold mining homesteaders. When county wide voting took place, it happened in his home, with his father serving as judge to this location. William served on many juries in Boulder. William and his brothers James and Samuel dug the first ditch that became the Lefthand Ditch Company. He along with Nicholas Bader dug many of the ditches around Haystack Mountain. What today is the Holland was originally named Arbuthnot Ditch no. 2. The end of Farmer's Ditch was Arbuthnot Ditch no. 1. Carson and his son William were the road supervisors when the roads were surveyed around Haystack Mountain naming Niwot Road as well as the other early roads in this township.

William was named by the Boulder County Commissioners as the Justice of the Peace for the community of Pella, north of where they lived at Haystack. He and his wife gave \$50 for the building of the German Baptist Brothern Church (known as "the Dunkard church" in Hygiene) where they were members. This was a branch of the Mennonite church. All this taking place before 1882.

In spring of 1882, William was branding a colt in the barn which is the building which stands at the Haystack Mountain Golf Course today. While branding this colt, the colt kicked him in the chest. William died a couple of weeks later from his wounds. He left at Haystack Mt. his wife and six children (Frederick, William (known as Long Will and Samuel Arbuthnot also had a son named Will - known as Short Will), George, Melissa, Stella and Sidney. The children were from the ages of 12 to 2 years of age. After William's death, an auction was held with David Nichols the auctioneer to sell the items owned by William including the colt that had kicked him.

With the money that his wife had inherited from this sale, she was able to then apply to purchase Haystack Mountain for cash. Mary was the first person to purchase this piece of land from the U.S. Government. While the mountain all along was known as the Arbuthnot's mountain by the others who were living there, it wasn't until after 1882 that Mary was able to purchase the mountain at the going rate of \$1.25 an acre. The purchase added 80 acres to the Haystack Mountain Ranch. This is the same 240 acres originally purchased by the Ebel family to establish their golf course in the 1960's.

William Arbuthnot had known David Nichols from their days together in the gold fields. They had become friends. (Side note: When Mr. Nichols started recruiting men to fight the Indians, William tried to stop the hysteria and confronted his friend, asking him to not kill the natives. This must have turned into a heated discussed because the family story is that Mr. Nichols threw William into jail that was above the blacksmith shop in Boulder so he could cool off. Being a good Dunkard, William believed that the Native Americans should be educated and acclimated into the white culture, not killed off because they were

predestined to die. This did not stop his brother James though from signing up and serving with Mr. Nichols).

The exact date of when the barn was built is unknown. It was most likely built sometime after 1869 when William and Mary married and settled in a home near Lefthand Creek (where the Ebel family home is now). While it could have been built as early as 1864 and we know it was there at least by 1882 when William was kicked by the colt. With this building still standing, it is a remnant of the gold miners in Boulder County who chose to stay and make their family homes here. Carson and all of his children were born in Pennsylvania and had moved to Iowa in 1850. But like so many, after experiencing the land that became Colorado, they couldn't leave either. Carson brought his wife here and is living in Boulder in the 1870 U.S. Census. The Census taker noted that Carson was the oldest resident in Boulder. The Arbuthnot family were leaders in the community in the earliest days, serving in a multitude of ways. They were some of the first to bring water down Lefthand Creek for the purpose of farming the land.

In later years, when the youngest son had grown, Sydney became a blacksmith (I have his diploma from the school he attended to learn the skills) and the barn became known as his blacksmith shop. Sidney also tried to turn the family home into a hotel (first bed and breakfast?) when his sister and mother moved into Boulder. This failed and his sister and mother returned to the mountain. Mary (Bader) Arbuthnot lived into the 1920's at her beloved Haystack Mountain home. After she passed away, the children sold the 240 acres.

Above was research and written by Donlyn (Arbuthnot) Whissen

Guy Dodd bought the property in 1924. Guy was born to Alva and Della Dodd in 1893 in Colorado. In 1920 Guy and Leah Florence Swartz married. They had a daughter, Janice, in 1934. They lived in Niwot in 1930, where Guy was a cashier at Niwot State Bank. By the 1940s, they moved to Longmont, and Guy was a bookkeeper at a local bank. Guy passed away in 1988 and Florence in 1990. Both were buried at Mountain View Cemetery.

In 1935, Fred and Emma Pounds bought the property. Fred and Emma were both born in Kansas in 1883 and 1882. They married in 1908 and their children were Nina, Lloyd, and Mildred. Pounds lived in Altona and Niwot and were cattle ranchers. Fred and Emma were buried at Mountain View Memorial Park Cemetery.

Arthur and Anna Hammans bought the property from the Pounds in 1940. Arthur Ellsworth was born in 1878 in Iowa. His wife, Anna, was also born in Iowa in 1880. They were married in 1901 and had five

children. They lived in Kersey, Colorado, for about 30 years as farmers before moving to Niwot. Arthur and Anna continued to be farmers in Niwot, and both were buried at Mountain View Memorial Park Cemetery.

Hammans owned the property for two years and sold it to Holland and Pearl Payne in 1942. Payne owned the property over twenty years, where they ran cattle, raised pigs, and grew grass hay. Holland was born in 1893 and Pearl in 1888. They got married in 1915, and in 1916, Robert was born. Holland passed away in 1967, Pearl in 1983, and Robert in 1943.

Then in 1963, Clarence "Bud" and Lois Ebel bought the property. Ebels came to Boulder in 1955 from Illinois. Bud Ebel quit his teaching job, purchased the property, and started construction on the golf course. With hired help and Ebels family, they built the golf course one rock at a time, and with the financial help of Lois's parents, it wouldn't have been possible. The nine-hole golf course opened in July of 1966. Heather Ebel mentioned the Livingroom of the house was used as a clubhouse before the current one was built in 1974.

By the 1980s, a family came and ran the business for the Ebels. Clay Johns was the grounds manager and his mother, Helen, oversaw the clubhouse. Ebel took over management again in the 1990s.

The golf course is known for its teaching, and C.J. Ebel started No Embarrassment Golf School. C.J. is a professional golf instructor, and the sessions have earned national accolades. Lois started the Et Yet? Inn. It became a popular breakfast and lunch restaurant and Julia, daughter of Lois, helped manage the restaurant. In the mid-1990s, Heather opened the Golders Grill. In addition, the property hosted weddings and other events. The property was damaged by the 2013 floods but has since been repaired. The children Lois took over management and ownership of the property after her passing.

The property was recently sold to Michael Markel, who owns Markel Home LLC and plans to divide up the property. Haystack Mountain Golf Course plans to stay open until September of 2021.

36. Sources of information:

1851 Map Treaty of Fort Laramie

Ancestry.com Searches.

Boulder County Clerk & recorder Records (online) Deeds: 80075479, 90179172, 90199466, 90322322, 90370392, 90376537, 90429587, 90722522, 03387476, 03548685, 03777482, 03546256

Daily Camera Carnegie Library

Haystack Mountain Daily Camera Clippings June 6, 1976

Donlyn Arbuthnot Whissen Email

Kelsey Hammon Mixed feelings as final rounds near for boulder count

Haystack Mountain Golf Course *Mixed feelings as final rounds near for Boulder County's Haystack*

Mountain Golf Course Longmont Times-Call June 5, 2021

http://www.golfhaystack.com/about_ourland/

Haystack Mountain Ranch Photo Circa 1920-1924 Call Number 537-1-8 Carnegie Library

Heather Ebel Email

McDougall Christal *Haystack Mountain Old and New Women's Magazine* July 1995

Research by Donlyn Arbuthnot Whissen

Welcome to Old Mill Park The Affolter Cabin

<http://www.stvrainhistoricalsociety.com/properties/old-mill-park/old-mill-park-hand-out/>

VI. SIGNIFICANCE

37. Local landmark designation: Yes ☐ No ☐ Date of designation: _____

Designating authority:

38. Applicable National Register Criteria:

- ☐ A. Associated with events that have made a significant contribution to the broad pattern of our history;
- ☐ B. Associated with the lives of persons significant in our past;
- ☐ C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- ☐ D. Has yielded, or may be likely to yield, information important in history or prehistory.
- ☐ Qualifies under Criteria Considerations A through G (see Manual)
- ☒ Does not meet any of the above National Register criteria

Applicable Colorado State Register criteria:

- ☐ A. Associated with events that have made a significant contribution to history.
- ☐ B. Connected with persons significant in history.
- ☐ C. Has distinctive characteristics of a type, period, method of construction, or artisan.
- ☐ D. Is of geographic importance.
- ☐ E. Contains the possibility of important discoveries related to prehistory or history.
- ☒ Does not meet any of the above Colorado State Register criteria.

Applicable Boulder County landmark criteria:

- ☒ 1. The character, interest, or value of the proposed landmark as part of the development, heritage, or cultural characteristics of the county;
- ☐ 2. The proposed landmark as a location of a significant local, county, state, or national event;
- ☐ 3. The identification of the proposed landmark with a person or persons significantly contributing to the local, county, state, or national history;
- ☐ 4. The proposed landmark as an embodiment of the distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or the use of indigenous materials;
- ☐ 5. The proposed landmark as identification of the work of an architect, landscape architect, or master builder whose work has influence development in the county, state, or nation;
- ☐ 6. The proposed landmark's archaeological significance;
- ☐ 7. The proposed landmark as an example of either architectural or structural innovation; and
- ☐ 8. The relationship of the proposed landmark to other distinctive structures, districts, or sites which would also be determined to be of historic significance.
- ☐ Does not meet any of the above Boulder County landmark criteria.

39. Area(s) of significance: **Agriculture**

40. Period of significance: **1869-1900**

41. Level of significance: National ☐ State ☐ Local ☒

42. Statement of significance:

Although the house and many other structures have significantly been altered and lost their architectural integrity, or are not 50 years of age, the barn on the property still holds integrity. Also, the property's agricultural history and development of the golf course contributes to the county, and the association with the Arapaho people qualifies as a heritage or cultural site. Therefore, the property holds significance under criteria one under Boulder County Landmark as character, interest, or value of the proposed landmark as part of the county's development, heritage, or cultural characteristics.

Resource Number: 5BL.14550

Temporary Resource Number:

43. Assessment of historic physical integrity related to significance:

The house and other structures lost physical integrity due to alteration and additions. Also, some of the buildings are not 50 years of age, but the barn has kept its architectural integrity with minimal alterations.

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment:

Eligible ☐ Not Eligible ☒ Need Data ☐

45. Is there National Register district potential? Yes ☐ No ☒

Discuss: **This inventory was conducted as a single as-needed survey.**

If there is National Register district potential, is this building: Contributing ☐ Noncontributing ☐

46. If the building is in existing National Register district, is it: Contributing ☐ Noncontributing ☐

VIII. RECORDING INFORMATION

47. Photograph numbers: **Digitals at Boulder County Community Planning and Permitting**

Negatives filed at: **Boulder County Community Planning and Permitting**

48. Report title:

49. Date(s): **August 3, 2021**

50. Recorder(s): **Donlyn A. Arbuthnot Whissen and Scott Mueller**

51. Organization: **Boulder County Community Planning and Permitting**

52. Address: **2045 13th Street, Boulder, CO 80302**

53. Phone number(s): **720-564-2880**

NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

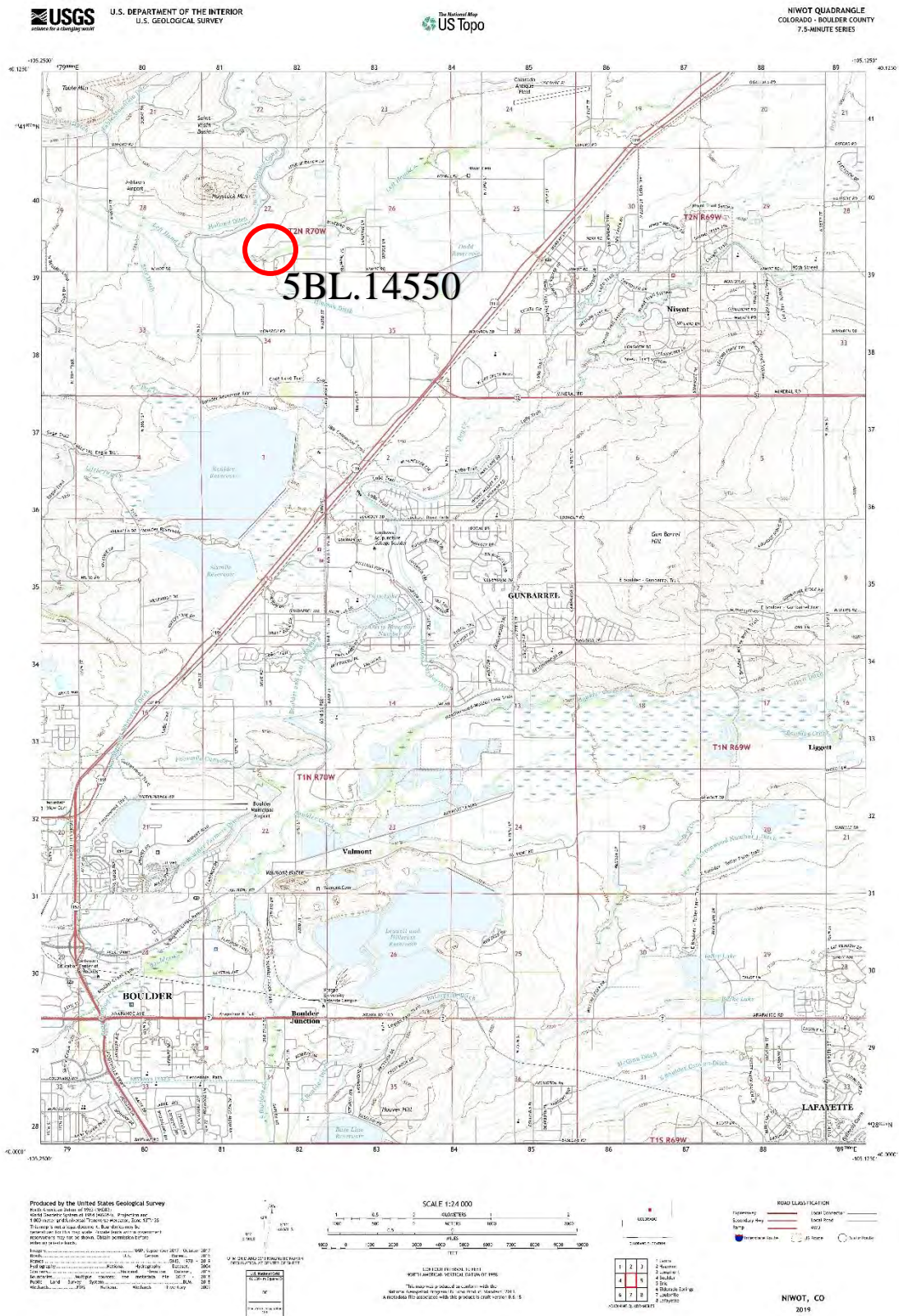
History Colorado - Office of Archaeology & Historic Preservation
1200 Broadway, Denver, CO 80203 (303) 866-3395

Sketch Map



Resource Number: 5BL14550
Temporary Resource Number:

USGS TOPO Map



Resource Number: 5BL14550
Temporary Resource Number:

Photographs



Barn North Elevation May 2021



Barn South Elevation May 2021

Resource Number: 5BL.14550
Temporary Resource Number:



Barn East Elevation May 2021



Barn West Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Garage North Elevation May 2021



Garage South Elevation May 2021

Resource Number: 5BL14550
Temporary Resource Number:



Garage East Elevation May 2021



Garage West Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Shed with Corrugated Roof North Elevation May 2021



Shed with Corrugated Roof South Elevation May 2021

Resource Number: 5BL.14550

Temporary Resource Number:



Shed with Corrugated Roof East Elevation May 2021



Learn-n Lodge North Elevation May 2021

Resource Number: 5BL.14550

Temporary Resource Number:



Learn-n Lodge South Elevation May 2021



Learn-n Lodge East Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Learn-n Lodge West Elevation May 2021



Pig Shed near road May 2021

Resource Number: 5BL.14550

Temporary Resource Number:



Pig Shed near stream May 2021



Clubhouse North Elevation May 2021

Resource Number: 5BL.14550
Temporary Resource Number:



Clubhouse North Elevation May 2021



Clubhouse South Elevation May 2021

Resource Number: 5BL14550
Temporary Resource Number:



Clubhouse East Elevation May 2021



Clubhouse West Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



House Northeast Elevation May 2021



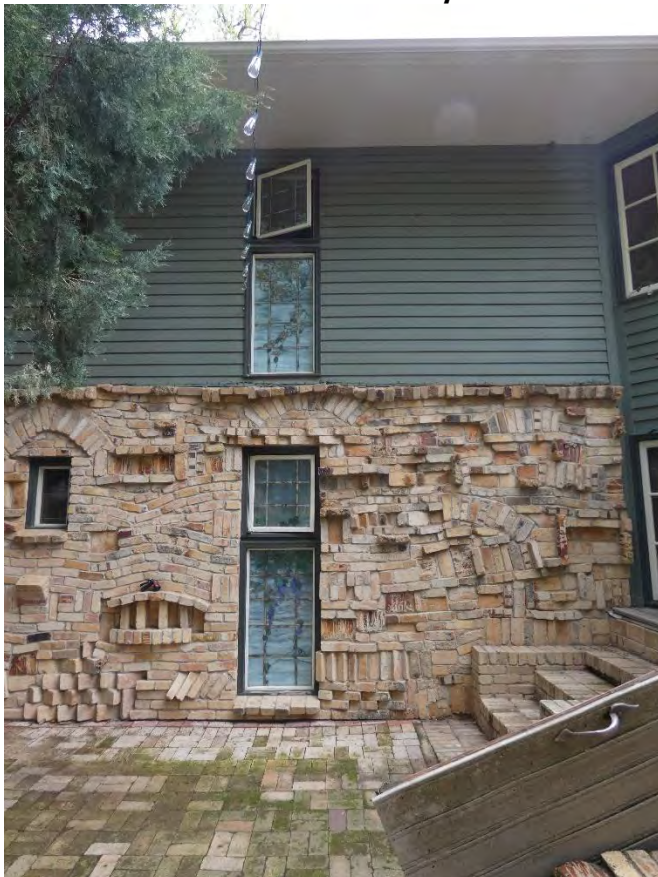
House North Elevation May 2021

Resource Number: 5BL.14550

Temporary Resource Number:



House Northwest Elevation May 2021



House North Elevation May 2021

Resource Number: 5BL14550
Temporary Resource Number:



House South Elevation May 2021



House South Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



House East Elevation May 2021



House West Elevation May 2021

Resource Number: 5BL.14550

Temporary Resource Number:



House West Elevation May 2021



Green Shed Northeast Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Green Shed Southwest Elevation May 2021



Wood Shingle Shed Northeast May 2021

Resource Number: 5BL.14550
Temporary Resource Number:



Wood Shingle Shed Southwest May 2021



Tan Shed Southwest Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Shed with Shed Roof Northwest Elevation May 2021



Shed with Shed Roof Southeast Elevation May 2021

Resource Number: 5BL14550

Temporary Resource Number:



Shipping Containers May 2021



Concrete Trough May 2021

Resource Number: 5BL.14550
Temporary Resource Number:



Affolter cabin on original property Unknown Date
Niwot Log Cabin Carnegie Library Call Number BHS 213-3-8



Affolter Cabin St. Vrain Historical Society July 2021

Resource Number: SBL.14550

Temporary Resource Number:



Haystack Mt. Ranch as it looked in Circa 1905. Donlyn (Arbuthnot) Whissen Photo



**Haystack Mountain Ranch Circa 1920-1924 Carnegie Library Call Number 537-1-8
Haystack Mountain Ranch with farm buildings in the foreground and Haystack Mountain in the background. Stella May Arbuthnot is standing at the right center.**



**Demolished Structure (Left) Barn (Center), Garage and Shed w/ corrugated Roof (Right)
Circa 1963 Heather Ebel Photo**



Barn (Left), Garage and Shed w/ corrugated Roof (Right) Circa 1960s Heather Ebel Photo

Resource Number: 5BL14550

Temporary Resource Number:



Arbuthnot Home at Haystack Mt (Where the Ebel home is now)-Donlyn (Arbuthnot) Whissen Photo



Arbuthnot Home at Haystack Mt (Where the Ebel home is now) 1912-1916
Donlyn (Arbuthnot) Whissen Photo

Resource Number: 5BL14550
Temporary Resource Number:



House Circa 1963 Heather Ebel Photo



House Circa 1960s Heather Ebel Photo

Resource Number: 5BL14550

Temporary Resource Number:



Demolished Structure Circa 1963 Heather Ebel Photo



Demolished Structure Circa 1963 Heather Ebel Photo

Resource Number: 5BL14550

Temporary Resource Number:



Demolished Structure Person Unkown Circa 1964 Heather Ebel Photo



Shauna Ebel House and other Struture in Background Circa 1963 Heather Ebel Photo

Resource Number: 5BL.14550

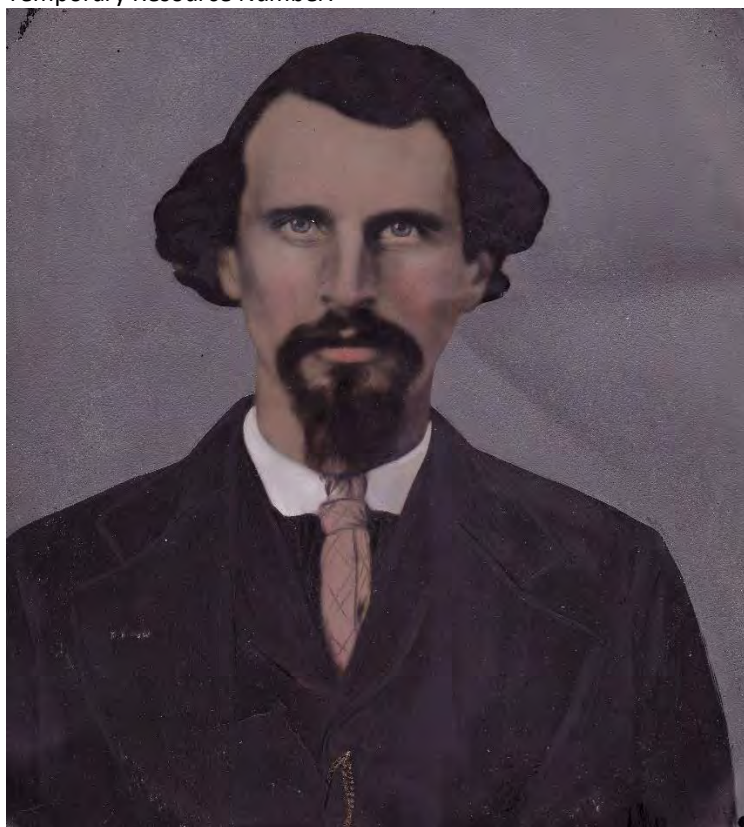
Temporary Resource Number:



Golf Course under construction Circa 1963 Heather Ebel Photo

Resource Number: 5BL.14550

Temporary Resource Number:



William Carson Arbuthnot-Donlyn (Arbuthnot) Whissen Photo Painting



Mary Elizabeth Bader Arbuthnot-Donlyn (Arbuthnot) Whissen Photo Painting



Arbuthnot Family Circa 1886-Donlyn (Arbuthnot) Whissen Photo

Back: Melissa Leona, William Carson, George John, Stella May

Front: Fredrick Wilhelm (seated and Donlyn Whissen Grandfather) Mary Elizabeth Bader (Seated) Sidney Arthur (Standing)



Lois, Julia, Zhanna, Shauna, Heather, Autumn, CJ, Bud Ebel Circa 1979-1980 Heather Ebel Photo

Fasick, Jessica

From: Craig Blockwick <cnb@bek-law.com>
Sent: Thursday, December 1, 2022 9:24 AM
To: Historic
Cc: Michael Markel; !CountyAttorney
Subject: [EXTERNAL] Docket HP-22-0007 Haystack Mountain Ranch and Golf Course
Attachments: letter to historic board 22.12.1.pdf; Easement Recorded 03926348.pdf; protective covenants 03926347.pdf

See attached submission objecting to historic/landmark designation submitted on behalf of Michael Markel and Haystack Holdings LLC

Craig N. Blockwick
Blockwick Eisenstein Krahenbuhl, LLC
2672 North Park Drive, Suite 200
Lafayette, CO 80026
Direct Dial: 720-636-7402
E-mail: cnb@bek-law.com

BLOCKWICK EISENSTEIN KRAHENBUHL, LLC

--

Telephone 303-449-4400

Attorneys at Law

2672 NORTH PARK DRIVE, SUITE 200

LAFAYETTE, COLORADO 80026

CRAIG N. BLOCKWICK

E-mail: cnb@bek-law.com

DIRECT: 720-636-7402

December 1, 2022

E-mail: historic@bouldercounty.org

Historic Preservation Advisory Board

RE: Docket HP-22-0007 Haystack Mountain Ranch and Golf Course

To the Board:

This office represents Haystack Holdings LLC (Haystack) and Michael Markel, the principal in that entity. Haystack received notice of this proceeding on November 29, 2022 and has had no time to prepare a more studied rebuttal. But the reasons for denial are compelling.

Haystack objects to the application as illegal and part of an ongoing effort by the Hester's to avoid binding property covenants that the Hester's knowingly and voluntarily entered into. The request for landmark designation is not supported or made in good faith.

Background.

This application relates to separate parcels that were once part of the Haystack Golf Course. The Haystack Golf Course was a wonderful local facility appreciated for years but does not have historic significance justifying landmark status. Beginning in 2019, the owners of the golf course property marketed the property for sale with the understanding that the golf course would be terminated, and some form of subdivision development would take place. Haystack purchase the property as a single parcel in 2021. Mr. Markel's intent was to divide the property into three 35+ acre parcels for low density development that restored the open space and agricultural use of the property. Approximately 90 acres of the overall property was placed in conservation easements. The golf course development was planned to be replaced with open space agricultural use. Careful consideration was given to establishing defined building envelopes that preserved the open space

characteristics of the property. As part of that process, Mr. Markel established covenants, including use limitations, design guidelines and architectural control, consistent with preserving open space and design quality for structures on the property. These covenants were critical to the effort to preserve the characteristics of the Property. The barn and shed had been used for the golf course and were in a state of general disrepair. At no point in this process did the previous owners, the County, or anyone else provide any indication that these structures were 'historical.' The covenants provided for their removal and provided architectural standards for upgrading the clubhouse and residence on parcel 1.

The Hester's purchased their property subject to the covenants. Prior to their purchase, Hester's participated in the drafting the covenants and utility and access easements and the final form of those agreements was mutually agreed to by Haystack and the Hester's. At no point in this process did Hester's provide any indication that there were landmark characteristics to this property. Since Haystack's purchase and the sale to Hester's, the golf course has been largely removed and most of the structures related to the golf course have been removed.

The final recorded documents establish rights and obligations that benefit and bind all 3 lots in order to provide for orderly development, design quality and preservation of open space and agricultural use. The recorded covenants and easements (attached as Exhibits A and B) were in place prior to the Hester's acquisition and the Hester's knowingly took title subject to these covenants and easements. This application represents an illegal attempt to unilaterally alter and avoid the covenants.

Key features of the covenants were as follows:

- The barn and shed were to be removed. Access, utility and landscape easements were established in locations that conflicted with the barn and shed.
- All structures were required to be located within defined building envelopes to preserve open space characteristics.
- A scheme of architectural control and design review was established based on design guidelines that created standards for professional architecture and quality materials.
- Hester's were required to reconstruct or remodel the club house and residence to adapt to the contemporary design guidelines.

The purpose underlying these covenants was to establish privacy, utilities and design standards to

facilitate the development and use of the property for the mutual benefit of all owners. Haystack would never have sold to the Hester's had the Hester's not agreed to take their property subject to these covenants. This property has never been identified as having architectural or historical significance

Since shortly after their acquisition, the Hester's have been trying to avoid the effects of the covenants. Hester's and this purported historical designation is a bad faith effort to use this County process to get around the covenants.

1. The Application is Illegal.

This property and the structures have never been designated for any landmark or historical status based on the initiation of the County. The current historical designation process is based entirely on and requires the voluntary application and consent of the Hester's. That application and consent is inherently void and illegal because it contravenes binding covenants on the Property and the Hester's obligations under those covenants. Hester's covenanted and agreed to the removal of the barn and garage. By so covenanting, they gave up any right to ask that those structures be preserved and remained as historical or landmarked structures. The jurisdiction of the Board is based on the purported consent of the Hester's and that consent is a nullity. Similarly, Hester's covenanted and agreed that no structures would be located outside defined building envelopes. The barn and garage are outside those building envelopes and also conflict with the access and utility easements established by the parties. Hester's covenanted and agreed that the clubhouse and residence would be upgraded and remodeled to conform to modern architectural standards. By covenant and agreement, they have no right to ask this Board to allow the preservation of the existing facades of those structures.

In multiple communications to Markel over the last year, Hester's have made it clear that they would prefer to be free of the covenants on their property. But Markel would never have conveyed their parcel to them without these covenants which create value for all three parcels. This application is not a good faith effort to recognize historical values, but simply an end run around the covenants. Haystack will seek legal relief to enjoin this application as void if necessary.

2. Landmark or Historical Status is not Appropriate.

Again, the County in the past has not identified any aspect of this property for designation. Landmark or historical designation is intended for truly unique and significant properties. The facts submitted here do not meet that standard would apply in some way to practically every piece

of land in the County.

History of the Parcel. Like virtually every other property in the front range, ownership can be traced back to agricultural use in the 1800's. There is no unique historical significance in that original acquisition and use, either in terms of the people involved or events. There is no vestige of those historical antecedents, which were long ago subsumed into the use of the property as a golf course. As noted above, the golf course may have been a useful and enjoyable recreational facility, but that use was terminated in 2021 and there is nothing of historical significance in fact that the property was formerly used as a golf course. The remaining buildings are simply a residential cluster of buildings and show no relationship to either the golf course or agricultural use that preceded the golf course. Most of the buildings have construction or remodeling within 50 years and do not qualify for any historical or landmark designation. The older barn and shed are isolated remnants of prior use that do not show any particular attributes that justify this extraordinary status. This application as to the remaining buildings does not show unique features worthy of historical designation.

Structures.

Barn The barn allegedly is remaining from the original historical use that maintains its physical integrity. It is an ordinary agricultural barn in somewhat run-down condition, which was why it was slated for removal in the covenants. The barn had been used for storage on the golf course and, in the context of the surrounding more modern residential buildings shows no remaining connection to the original 1800's agricultural use. It has simply been an accessory building for the golf course. If there were true significance, the County would presumably have identified the barn for protection at an earlier time. Other than parts of the barn may date back to the 1800's, an issue we have not had an opportunity to review, there is nothing of unique significance in the barn. It largely functioned as a storage shed for the golf course, which hardly qualifies for unique status. The barn also conflicts with designated and established roadway, landscaping and utility easements on the property that cannot be involuntarily discharged.

Shed. The shed, simply stated, is an ordinary storage structure that is appropriate to remove. Applicant admits that its original features have not been preserved. The garage apparently came into existence around 1905, but other than its age, no significance has been shown or identified. It was not related to the original 1800's homestead and again, has been used as simply an accessory structure to the golf course.

Clubhouse. Per the application, the clubhouse was constructed in 1974 and is less than 50 years old. It has operated solely as an incident to the golf course. There is nothing significant in this use or history. Applicants discuss the façade, but construction is of common brick of no particular novelty. It is difficult to see how that in itself confers unique status for a facility less than 50 years old-or even if it were older. There is no basis at all to provide any landmark protection to the clubhouse.

Residence. The residence has significant modern components and additions. Applicant acknowledges that it does not have architectural integrity. It is just a remodeled semi-modern house of no particular significance. There is no basis at all to provide any landmark protection to the residence.

Other buildings. The other buildings are minor incidental structures on the property that have no historical significance and, again, have been utilized as incidentals to the golf course.

Hester's are attempting to use to obtain a landmark designation to free themselves from covenants that bind their property. Legally, they cannot take steps contrary to the covenants they agreed to. And as a practical matter, there is no substantive basis to consider the request for landmark designation.

Very truly yours,

A handwritten signature in black ink, appearing to read "C.N. Blockwick", with a stylized, flowing script.

Craig N. Blockwick
BLOCKWICK EISENSTEIN KRAHENBUHL, LLC

E-mail Copy: ca@bouldercounty.org

ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT

This ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT (the "Agreement") is entered into this 2nd day of November, 2021 (the "Effective Date") by and between HAYSTACK HOLDINGS LLC ("Haystack") and JACLYN AND ANDERS HESTER (collectively, "Hester").

RECITALS

- A. Haystack is the owner of the Parcels 2 and 3 (defined below).
- B. Hester is the owner of Parcel 1 (defined below)
- B. The Parcels and the Owners (defined below) are the holders and beneficiaries of access and utility connections to Niwot Road established by the Offsite Easements (defined below)
- C. Haystack wishes to establish an access and utility easement on and across Parcel 1 to the Offsite Easements and as otherwise described herein for the mutual benefit of the Parcels and to establish terms for the use, operation, repair and maintenance of the Easement.
- D. Haystack and Hester wish to establish other rights and obligations as set forth herein.

TERMS AND AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Haystack grants and agree as follows:

1. Definitions:

- 1.1 "Designated Users" of an Owner shall mean any person or entity, including, without limitation, the tenants, agents, licensees, contractors and invitees of such Owner, entering upon the Easement Areas with the express or implied permission of such Owner for the purposes for which the Easement Areas are intended to be used hereunder
- 1.2 "Owner" means the the-current fee simple owner of any Parcel.
- 1.3 "Owners" means collectively, the Owner of each Parcel.
- 1.4 "Offsite Easements" mean, collectively:

A. An Easement for Ingress, Egress and Utilities reserved in a Deed recorded February 2, 1978, at Reception No. 263441 which provides.

B. An Easement for Utilities set forth in a Replat recorded March 2, 2000, at Reception No. 2025624.

1.5 “Parcel 1” means the real property legally described on Exhibit A-1 and made a part of this Agreement.

1.6 “Parcel 2” means the real property legally described on Exhibit A-2 and made a part of this Agreement.

1.7 “Parcel 3” means the real property legally described on Exhibit A-3 and made a part of this Agreement.

1.8 “Parcels” means, collectively, Parcel 1, Parcel 2, and Parcel 3.

1.9 “Roadway Improvements” means within the Easement Areas any (i) grading, compaction, road base, gravel, asphalt, and other improvements reasonably necessary to maintain a roadway sufficient for vehicular access and in compliance with all applicable governmental regulations, and (ii) any structures or improvements serving the roadway. The Roadway Improvements expressly include the bridge located across Left Hand Creek (the “Bridge”).

1.10 “Roadway Landscaping” landscaping within the Easement Areas per Declarant discretion consistent with the Parcel 1 Site Plan attached as Exhibit B for landscaping within the Roadway Easement.

1.10 “Utility Improvements” means main lines with connection points for water, gas, electric, telecommunications and other utilities now or hereafter located on the Easement Areas and serving the Parcels. The Utility Improvements includes a water line that does not coincide with the Roadway, as shown on Exhibit C-2.

2. Grant of Easement.

2.1 Parcel 1 Easement. Hester hereby grants, establishes, and declares an easement (the “Parcel 1 Easement”) over, across and through the areas of Parcel 1 described and depicted on Exhibit C-1 and Exhibit C-2 and incorporated herein by reference (the “Parcel 1 Easement Area”) for the purposes of:

(a) vehicular and pedestrian access, ingress to and egress from the Parcels (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1);

(b) the use, construction, maintenance, and repair of the Roadway Improvements, fencing and Roadway Landscaping (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1);

(c) the use, operation, installation, maintenance, repair and replacement of Utility Improvements (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1 and the Left Hand Water District Utility Easement described and depicted on Exhibit C-2); and

(d) Emergency Access (over, across and through the Emergency Access Easement described and depicted on Exhibit C-3);

2.2 Parcel 2 Easement. Haystack and Hester hereby mutually grant, establish, and declare an easement (the "Canal Bridge Access Easement" over, across and through the areas of Parcels 1 and 2 generally depicted on Exhibit D (the "Canal Bridge Access Easement Area" for access to the bridge over the Boulder Creek Supply Canal (the "Canal") for use by Parcels 1 and 2 and to the respective portions of the Parcels north of the Canal. The easement for the Canal is generally depicted without metes and bounds and is in the location and of such width sufficient for its purposes.

The Parcel 1 Easement and the Canal Bridge Access Easement are collectively referred to herein as the "Easements". The Parcel 1 Easement Area and the Canal Bridge Access Easement Area are collectively referred to herein as the "Easement Areas". The Easement will be for the benefit of the Parcels and the Owners, may be used by the Owners and the Designated Users, and shall be appurtenant to, for the benefit of, and run with title to the Parcels. The Easement is non-exclusive and the Owner of Parcel 1 will have the right to use the Easement Areas for vehicular and pedestrian access, the use, operation, installation, maintenance, repair and replacement of Utility Improvements serving such Parcel 1, and for all other purposes not inconsistent with the rights granted hereunder. Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that a private driveway serving Parcel 1 will connect directly to the roadway located within the Easement Areas at a location chosen by the Owner of Parcel 1. The Parcel 1 Owner is expressly permitted hereunder to install, construction, and maintain any improvements in the Easement Areas reasonably required for such driveway connection. From time to time the Parcel 1 Owner may, at its cost and expense, relocate the driveway point of connection to another location within the Easement Areas.

3. Term, Termination, and Amendment. The Easement is perpetual and may be terminated, and the terms, covenants, agreements, restrictions and conditions contained in this Agreement may be amended or modified, only by written instrument executed by the then current Owners.

4. Initial Construction.

4.1 Initial Construction. Within twenty four (24) months after the Effective Date, Haystack, at its sole cost and expense, shall construct and install the initial Roadway Improvements, Roadway Landscaping, and Utility Improvements, in accordance with the Design Guidelines and per Plans approved by Boulder County and shall make any and all improvements to the Bridge required to bring the Bridge into compliance with all applicable

governmental regulations or required to make the Bridge useable for Haystack's development of Parcel 3 (collectively, the "Initial Construction"). The Utility Improvements will be located underground except for essential surface appurtenances. The construction may include a temporary road for use during initial phases of the Initial Construction. Haystack shall complete the foregoing Initial Construction within 24 months after the Effective Date.

4.2 Landscape Buffer. Within 24 months of the Effective Date, Haystack shall construct the Landscaping Buffer in accordance with the conceptual landscaping buffer plans identified on the Parcel 1 Site Plan attached as Exhibit B. Hester will contribute \$75,000 toward the costs of the Landscaping Buffer, to be paid to Haystack as costs are incurred by Haystack and invoiced to Hester. As part of the construction of the Landscaping Buffer, Haystack will install appropriate irrigation lines for the Landscape Buffer, but Hester shall have the responsibility to provide water for such irrigation. After construction of the Landscaping Buffer, Hester shall reasonably irrigate and maintain the Landscaping Buffer, including the landscaping and vegetation therein.

4.3 Future Improvements. After the design for the Initial Construction is agreed upon in accordance with Section 4 above, no alterations, changes, additions, modifications, or demolition of the Roadway Improvements, Roadway Landscaping, Landscaping Buffer, or Utility Improvements may be made without the unanimous consent of the Owners, such consent not to be unreasonably withheld, conditioned, or delayed.

5. Use and Maintenance.

5.1 Use of Easement. The Owners and each person or entity entitled to the use and benefit of the Easement, shall not unreasonably interfere with, unreasonably obstruct, or suffer or permit anyone claiming by, through or under such person or entity to unreasonably interfere with, or to unreasonably obstruct, the use and enjoyment of the Easement or Easement Areas by any Owner or any of the Designated Users. The Easement shall only be used by a person or entity entitled to use the same for the purposes for which they are intended and designed and only to serve the Parcels.

5.2 Maintenance and Repair of Easement Areas. After the Initial Construction, the Easement Areas and improvements therein shall be maintained, repaired or replaced pursuant to the following:

A. Routine Maintenance and Repair. Within thirty (30) days after completion of the Initial Construction the Owners will confer and agree on the maintenance, repair, and replacement of the Easement Areas, Roadway Improvements, Roadway Landscaping, and Utility Improvements, including, without limitation, snow removal, landscape maintenance, and road maintenance to be performed for the remainder of the current calendar year and during the subsequent calendar year (the "Yearly Maintenance"). Thereafter, any changes to the Yearly Maintenance must be unanimously agreed upon by all Owners prior to January 1 of each calendar year. At a minimum, the Yearly Maintenance must keep the Easement

Areas in good and safe condition and repair, reasonably free of snow and ice and with healthy landscaping. Each Parcel will be responsible for one-third (1/3) of the cost of the Yearly Maintenance (the "Maintenance and Repair Costs"). The foregoing is subject to subsection D.

B. Billing and Collections. To the extent practical, all Maintenance and Repair Costs will be paid by the Owners directly to the third party providing such service. All such payments will be made on or before the date when due. If any Owner fails to make such payment, any other Owner may pay that Owner's portion of the Maintenance and Repair Costs and will be entitled to reimbursement as set forth below. The Owners may, by mutual agreement, elect one Owner to pay the Maintenance and Repair Costs and that Owner will be entitled to reimbursement as set forth below. Payment of Maintenance and Repair Costs or any other amounts which may be payable by an Owner (the "Payor") to any other Owner (the "Payee") under this Agreement shall be made within thirty (30) days after receipt of billing. If payment is not made within thirty (30) days after receipt of billing therefor: (i) the unpaid balance thereof shall bear interest from the date the payment was due until the date paid at a rate of twelve percent (12%) per annum; (ii) the Payee shall be entitled to bring suit for and to collect the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees; and (iii) the Payee shall have a lien, and be entitled to file a statement of lien, against the Parcel owned by the Payor for the full amount then or thereafter owing on account of the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees, which lien may be foreclosed in the manner for the foreclosure of mortgages in the State of Colorado.

C. Notwithstanding any other provisions of this Agreement, if any repairs to the Easement Areas, the Utility Improvements, or the Road Improvements located thereon are necessitated solely by either (i) construction activities undertaken by such Owner for the benefit of its Parcel or (ii) the negligence or other act or omission of an Owner or of any Designated User of an Owner (either, a "Responsible Owner"), then such repair shall be undertaken by the Responsible Owner, at its sole cost and expense, within a reasonable period of time after the act or omission which necessitated the repairs. If at any time the Responsible Owner shall fail to perform such repair and such failure shall continue for thirty (30) days after another Owner (the "Notice Party") has given the Responsible Owner written notice of such failure, then the Notice Party shall have the right, but not the obligation, to cause such repair to be performed as required herein and the costs incurred by the Notice Party in so doing, together with interest thereon from the date due until paid at the Interest Rate, shall be paid by the Responsible Owner to the Notice Party, as the case may be, upon written demand by the Notice Party, as the case may be, and shall be collectible in the manner provided in Section 5.2(B) above.

D. Notwithstanding the foregoing, the Owners of Parcels 1 and 2 shall solely determine and equally share all costs related to the bridge over the Canal, any

roadways providing access to such bridge and shall have the obligation to procure any rights or permissions to cross the Canal.

6. Bridge. During the Initial Construction and for periods where Parcel 1 is occupied, the Haystack will reasonably perform construction so that the Bridge remains reasonably passable, except for any periods where construction on the bridge itself requires the entire bridge to be closed. Haystack shall take all reasonable steps to minimize any periods in which the entire bridge is closed and to coordinate such construction with periods in which Hester is not using the Bridge.

7. Miscellaneous.

7.1 Notices. All notices required or permitted under the terms of this Agreement shall be in writing and shall be deemed given when a copy thereof, addressed as provided herein, is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Owner at the address of the Parcel or at such other address of which an Owner may notify the other Owners in writing.

7.2 Release on Transfer. Any person or entity holding or acquiring an interest in a Parcel shall be liable for any default or failure to comply herewith which arises or accrues during the period of time in which such person or entity holds an interest in such Parcel, but such person or entity shall not be liable for any default or failure to comply herewith which arises or accrues after such person or entity shall have conveyed or otherwise transferred its entire interest in such Parcel.

7.3 Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado. Enforcement of this Agreement shall be in the State District Court for Boulder County, Colorado. The Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

7.4 Binding Effect. The terms, covenants, agreements, restrictions and conditions in this Agreement shall be construed as covenants running with the land. Each and every one of the benefits, burdens, terms, covenants, agreements and conditions contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parcels and the Owners, and (b) be construed as covenants running with title to the Parcels.

7.5 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Areas or any portion of the Parcels to or for the general public or for any public purpose whatsoever, including, but not limited to, dedication as a public street.

7.6 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other

provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

7.7 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

7.8 Recitals and Exhibits Incorporated. The recitals and all exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

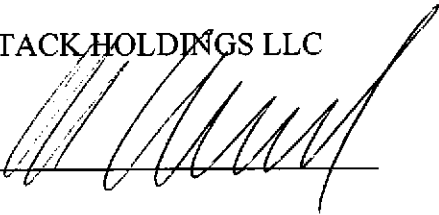
7.9 Recording. This Agreement will be recorded in the Office of the Clerk and Recorder of Boulder County, Colorado.

7.10 Legal Fees and Court Costs. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to the Easement, this Agreement, or the breach hereof, or the interpretation hereof, the Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

[signature page follows]

IN WITNESS WHEREOF, the Owners have executed this Access and Utility Easement Agreement as of the date first above written.

HAYSTACK HOLDINGS LLC

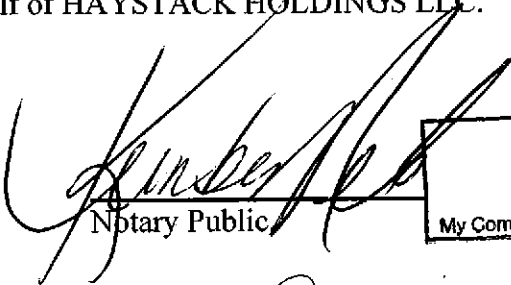
By 

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 2nd day of November , 2021, by Michael Markel as Manager , on behalf of HAYSTACK HOLDINGS LLC.

Witness my hand and seal.

My commission expires:


Notary Public

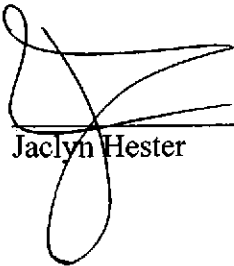
KIMBERLY MITTAN

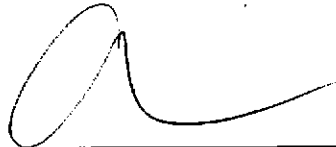
NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20034030559

My Commission Expires September 11, 2023


Jaclyn Hester

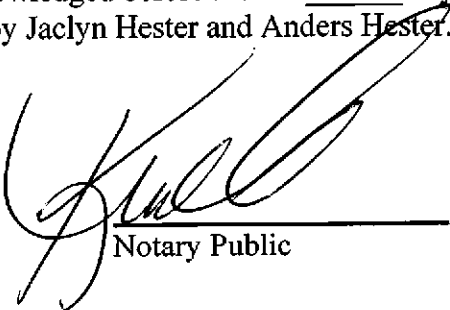

Anders Hester

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 2 day of November, 2021, by Jaclyn Hester and Anders Hester.

Witness my hand and seal.

My commission expires:


Notary Public

KIMBERLY MITTAN

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20034030559

My Commission Expires September 11, 2023

EXHIBIT A
PARCEL LEGAL DESCRIPTIONS

EXHIBIT A-1
LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT A-2
LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT A-3
LEGAL DESCRIPTION OF PARCEL 3

EXHIBIT B
PARCEL 1 SITE PLAN
(to include depiction of all easements on Parcel 1, and concept plans for Roadway
Landscaping and Landscape Buffer)

EXHIBIT C-1
DEPICTION AND LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT

EXHIBIT C-2
DEPICTION AND LEGAL DESCRIPTION OF LEFT HAND
WATER DISTRICT UTILITY EASEMENT

EXHIBIT C-3
DEPICTION AND LEGAL DESCRIPTION OF EMEGENCY ACCESS EASEMENT

EXHIBIT D
DESCRIPTION OF CANAL EASEMENT

Emergency Access Easement
Haystack

Legal Description

An Emergency Access Easement, 20 feet in width, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 and along the Westerly Line of a the Brigadoon Glen Replat "A" subdivision as described at Reception No. 2025624 of the Boulder County, Colorado records a distance of 993.18 feet to a point on the Westerly Line of a Utility & Emergency Access parcel of land of said Brigadoon Glen Replat "A" and the **Point of Beginning**;

Thence N90°00'00"W a distance of 10.22 feet to a point of curve;

Thence along a curve to the right whose chord bears N45°07'44"W a distance of 70.55 feet, said curve having a central angle of 89°44'32", a radius of 50.00 feet, an arc length of 78.31 feet to a point of tangent;

Thence N00°15'28"W along said tangent a distance of 55.52 feet to a point of curve;

Thence along a curve to the left whose chord bears N29°03'19"W a distance of 28.90 feet, said curve having a central angle of 57°35'43", a radius of 30.00 feet, an arc length of 30.16 feet to a point of compound curve;

Thence along a curve to the left whose chord bears S79°48'44"W a distance of 390.61 feet, said curve having a central angle of 84°40'10", a radius of 290.00 feet, an arc length of 428.55 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S40°46'35"W a distance of 93.22 feet, said curve having a central angle of 06°35'51", a radius of 810.00 feet, an arc length of 93.27 feet to a point of a non-tangent curve;

Thence along a curve to the right whose chord bears N80°55'37"W a distance of 24.57 feet, said having a central angle of 02°59'44", a radius of 470.00 feet, an arc length of 24.57 feet to a point of a non-tangent curve;

Thence along a curve to the left whose chord bears N41°17'15"E a distance of 104.98 feet, said curve having a central angle of 07°37'11", a radius of 790.00 feet, an arc length of 105.06 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N79°48'44"E a distance of 417.55 feet, said curve having a central angle of 84°40'10", a radius of 310.00 feet, an arc length of 458.11 feet to a point of compound curve;

Thence along a curve to the right whose chord bears S29°03'19"E a distance of 48.17 feet, said curve having a central angle of 57°35'43", a radius of 50.00 feet, an arc length of 50.26 feet to a point of tangent;

Thence S00°15'28"E along said tangent a distance of 55.52 feet to a point of curve;

Thence along a curve to the left whose chord bears S45°07'44"E a distance of 42.33 feet, said curve having a central angle of 89°44'32", a radius of 30.00 feet, an arc length of 46.99 feet to a point of tangent;

Thence N90°00'00"E along said tangent a distance of 10.13 feet to a point on the Westerly Line of said Utility & Emergency Access parcel of land;

Thence S00°15'15"E along said Westerly Line a distance of 20.00 feet to the **Point of Beginning**.

Parcel Contains (14,223 Square Feet) 0.3265 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 15, 2021

Date of Last Revision:

Prepared By: Brett L. Miller, PLS No. 27609

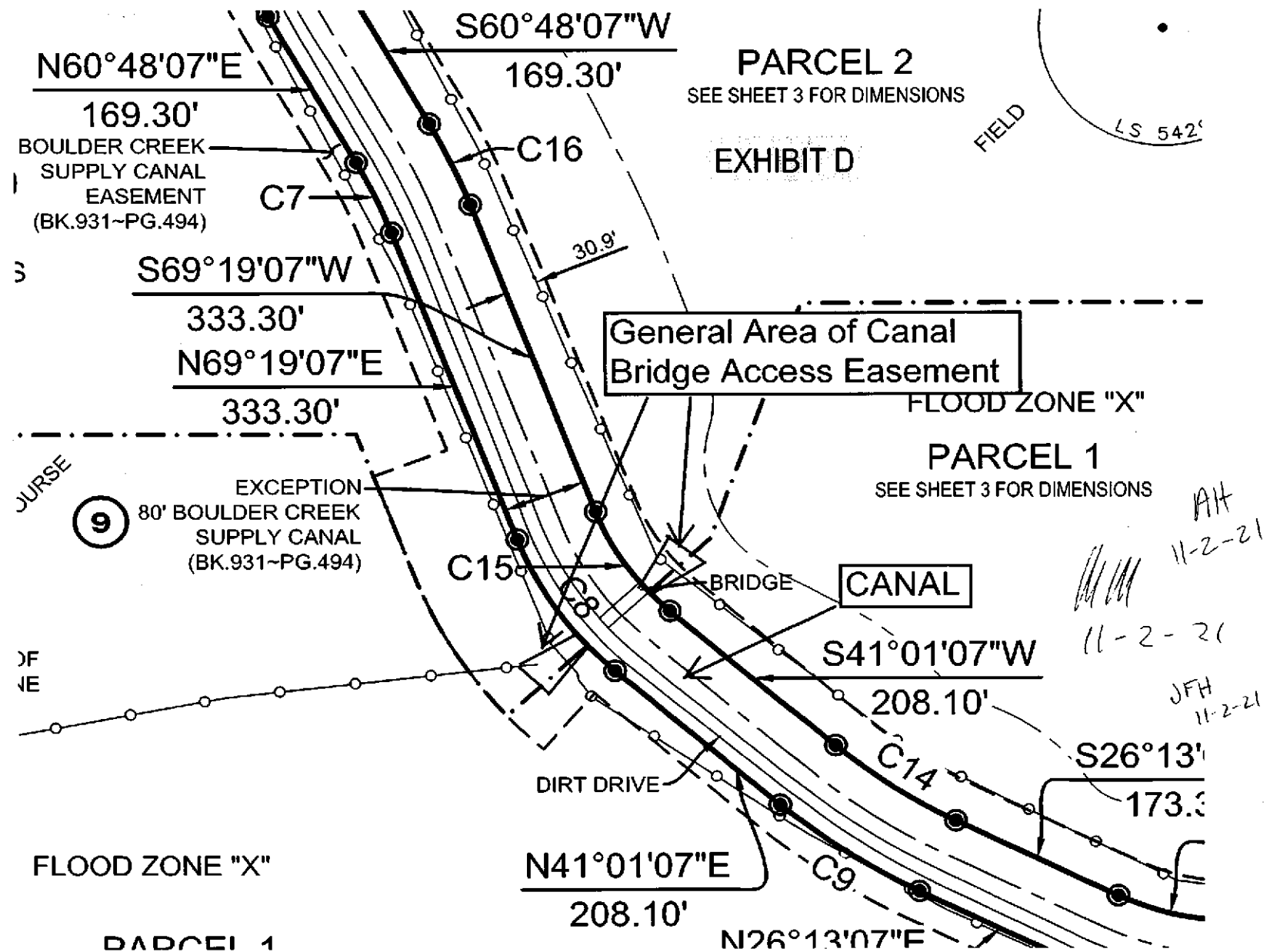
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

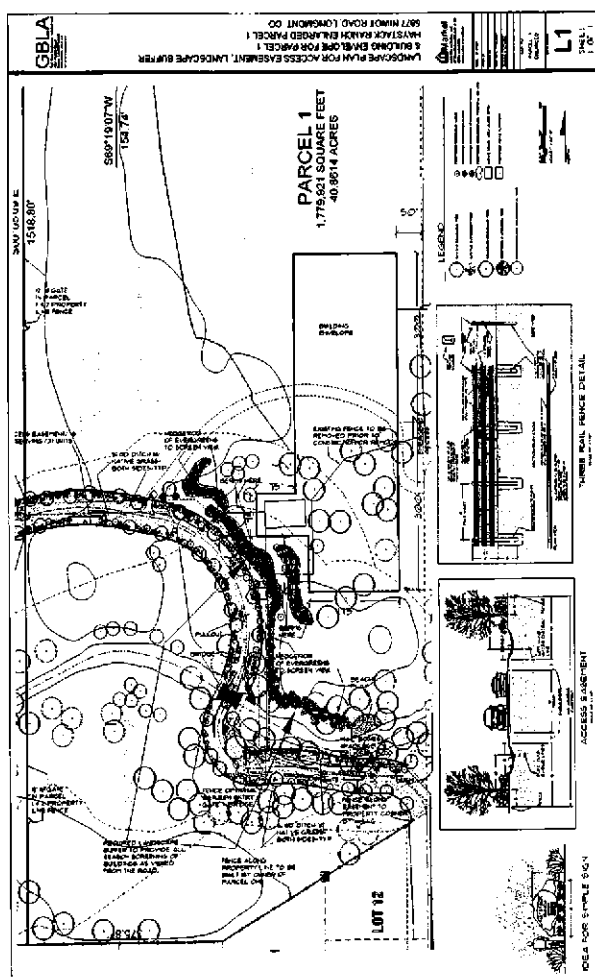


MM
11-2-21

JFH
11/2/21

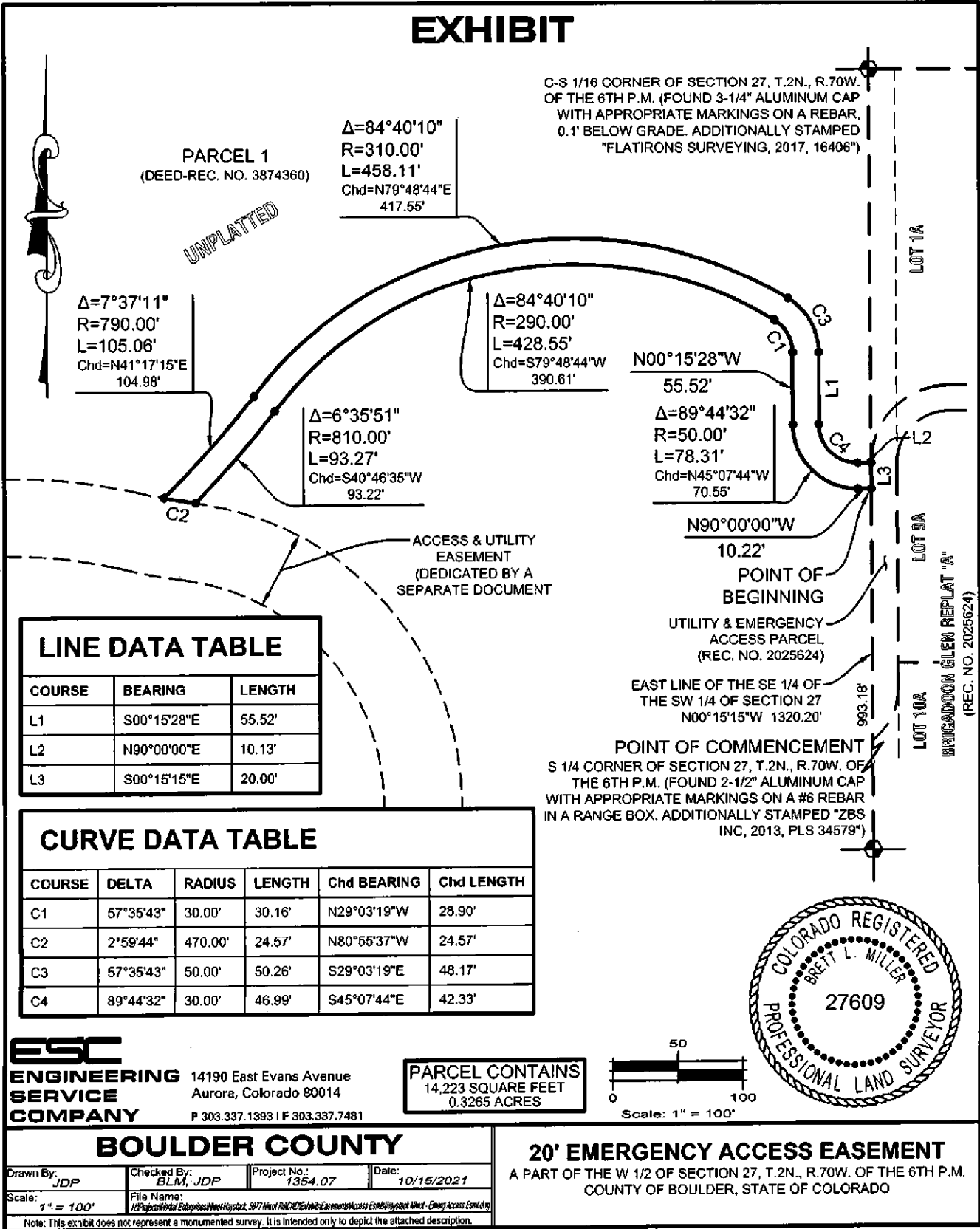
AM
11/2/21



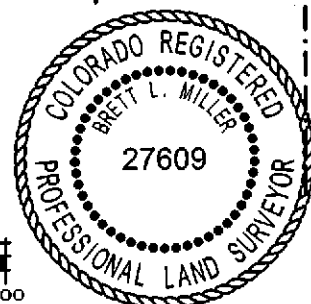


11-2-21
11-2-21

JFH
AH

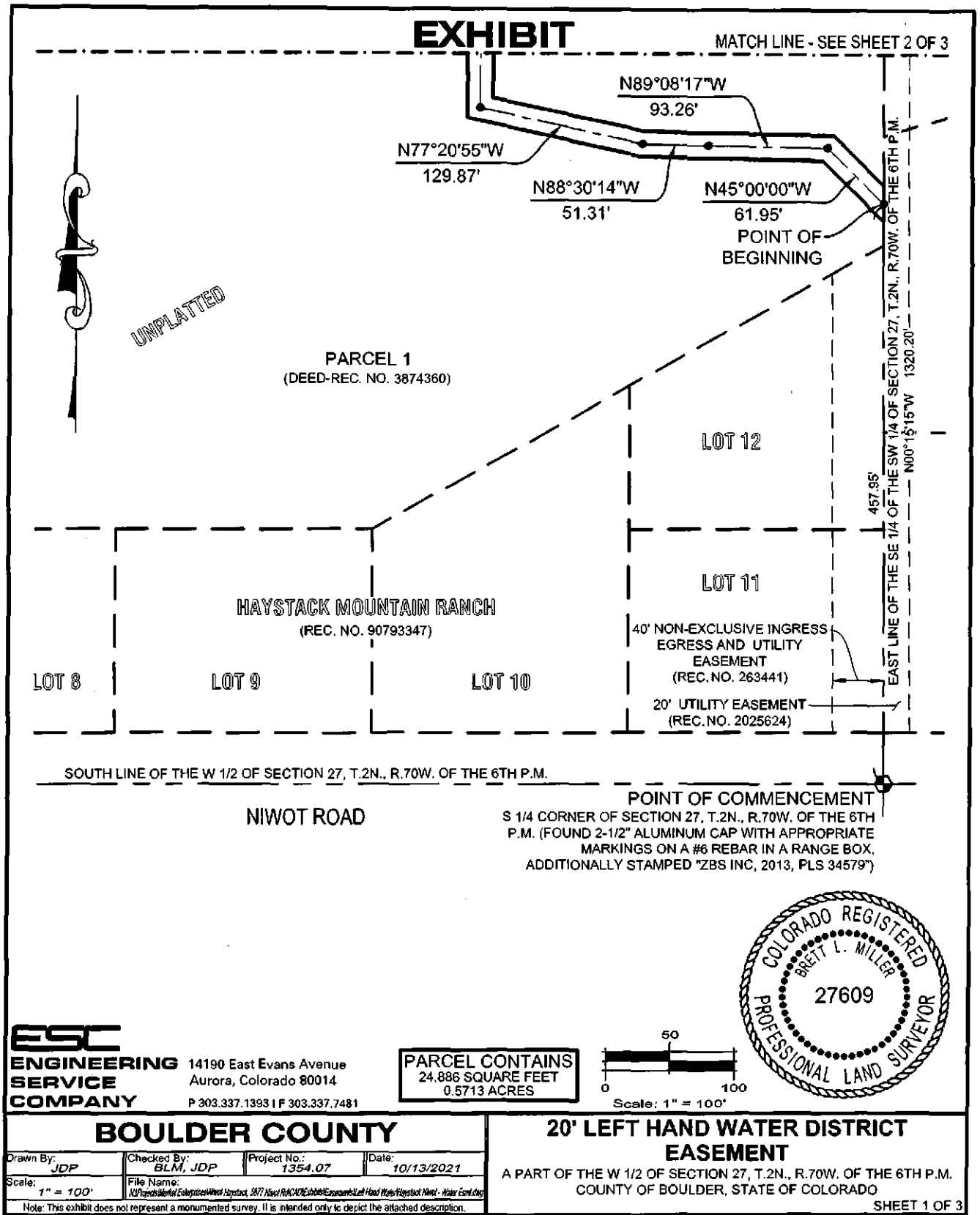


MATCH LINE - SEE SHEET 2 OF 3



Scale: 1" = 100'

BOULDER COUNTY			
Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
Scale: 1" = 100'	File Name: <i>N:\Project\Market Enterprises\Black-Heywood, 5877 West R.R. 200\Drawings\Easements\Left Hand Water\Heywood-Market - Water Front.dwg</i>		
Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.			



JFH 11/2/21

AA 11/2/21

11-2-21

Left Hand Water District
Utility Easement
Haystack

Legal Description

A Utility Easement, 20 feet wide, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, lying 10 feet on each side of the following described centerline with each side being lengthened or shortened at vested property lines:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 a distance of 457.95 feet to the **Point of Beginning**;

Thence N45°00'00"W a distance of 61.95 feet;

Thence N89°08'17"W a distance of 93.26 feet;

Thence N88°30'14"W a distance of 51.31 feet;

Thence N77°20'55"W a distance of 129.87 feet;

Thence N00°07'04"W a distance of 309.63 feet;

Thence N45°00'00"W a distance of 188.51 feet;

Thence S89°08'20"W a distance of 384.93 feet;

Thence S00°00'00"E a distance of 24.85 feet to the **Point of Terminus**, from whence the Northeast Corner of adjoining parcel of land described at Reception No. 3874362 bears N35°03'42"W a distance of 794.61 feet.

Parcel Contains (24,886 Square Feet) 0.5713 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

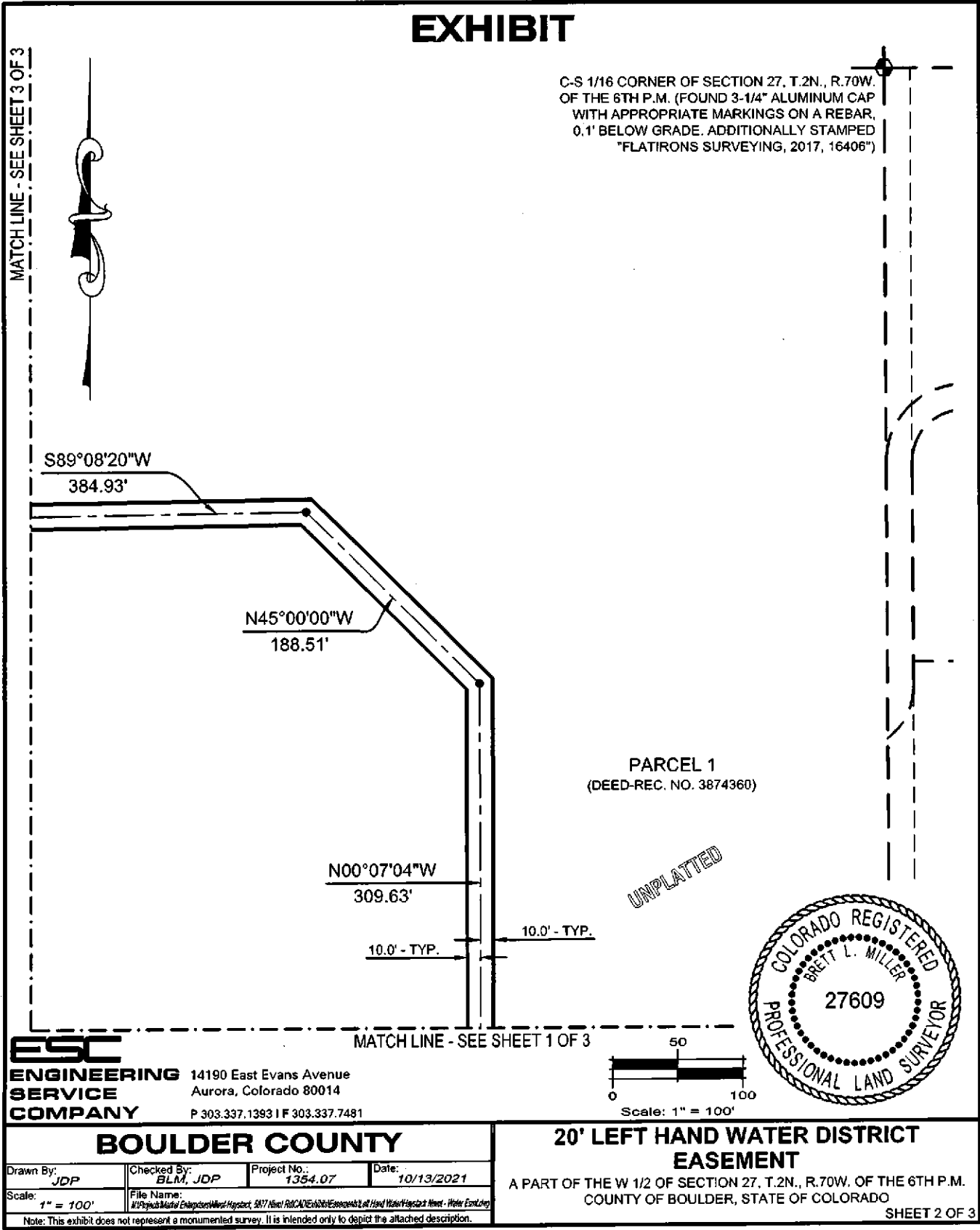
Date Prepared: October 13, 2021
Date of Last Revision:
Prepared By: Brett L. Miller, PLS No. 27609
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



AM
11/2/21

JFH 11/2/21

11-2-21



Access and Utility Easement
Haystack

Legal Description

An Access and Utility Easement, generally 60 feet in width, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 and along the easterly line of a Non-exclusive Ingress Egress and Utility Easement as described at Reception No. 263441 of the Boulder County, Colorado records a distance of 424.95 feet to the Northeast Corner of said Non-exclusive Ingress Egress and Utility Easement and the Northeast Corner of Lot 12, Haystack Mountain Ranch as recorded at Reception No. 90793347 of the Boulder County, Colorado Records, said point being the **Point of Beginning**;

Thence S60°28'31"W along the North Line of said Non-exclusive Ingress Egress and Utility Easement and the North Line of said Lot 12 a distance of 32.38 feet to a point of non-tangent curve;

Thence along a curve to the left whose chord bears N50°20'55"W a distance of 81.01 feet, said curve having a central angle of 83°22'52", a radius of 60.90 feet, an arc length of 88.63 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N84°39'04"W a distance of 110.59 feet, said curve having a central angle of 14°46'34", a radius of 430.00 feet, an arc length of 110.89 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears N85°50'18"W a distance of 110.34 feet, said curve having a central angle of 17°09'01", a radius of 370.00 feet, an arc length of 110.75 feet to a point of tangent;

Thence S85°35'12"W along said tangent a distance of 16.76 feet to a point of curve;

Thence along a curve to the right whose chord bears N33°11'09"W a distance of 173.55 feet, said having a central angle of 122°27'17", a radius of 99.00 feet, an arc length of 211.59 feet to a point of tangent;

Thence N28°02'29"E along said tangent a distance of 51.01 feet to a point of curve;

Thence along a curve to the left whose chord bears N27°11'30"W a distance of 288.49 feet, said curve having a central angle of 110°27'58", a radius of 175.59 feet, an arc length of 338.54 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N79°41'25"W a distance of 50.57 feet, said curve having a central angle of 05°28'09", a radius of 530.00 feet, an arce length of 50.59 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S88°44'31"W a distance of 182.81 feet, said curve having a central angle of 28°36'18", a radius of 370.00 feet, an arc length of 184.72 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N87°27'44"W a distance of 267.16 feet, said curve having a central angle of 36°11'49", a radius of 430.00 feet, an arc length of 271.65 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears N79°06'18"W a distance of 91.37 feet, said curve having a central angle of 19°28'57", a radius of 270.00 feet, an arc length of 91.81 feet to a point lying on the easterly line of a parcel of land described at Reception No. 3874362 of the Boulder County, Colorado records;

Thence N03°58'05"W along the easterly line of said parcel non-tangent to the last described curve a distance of 58.75 feet;

Thence N57°17'52"W continuing along said easterly line a distance of 2.68 feet to a point lying non-tangent on a curve;

Thence along a curve to the right whose chord bears S79°45'31"E a distance of 119.08 feet, said curve having a central angle of 20°47'23", a radius of 330.00 feet, an arc length of 119.74 feet to a point of reverse curve;

AH 11/2/21

11-2-21

JFH 11/2/21

Sheet 1 of 2

Thence along a curve to the left whose chord bears S87°27'44"E a distance of 229.88 feet, said curve having a central angle of 36°11'49", a radius of 370.00 feet, an arc length of 233.75 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N88°44'31"E a distance of 212.46 feet, said curve having a central angle of 28°36'18", a radius of 430.00 feet, an arc length of 214.68 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S79°41'25"E a distance of 44.85 feet, said curve having a central angle of 05°28'09", a radius of 470.00 feet, an arc length of 44.86 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S27°11'30"E a distance of 387.07 feet, said curve having a central angle of 110°27'58", a radius of 235.59 feet, an arc length of 454.22 feet to a point of tangent;

Thence S28°02'29"W along said tangent a distance of 51.01 feet to a point of curve;

Thence along a curve to the left whose chord bears S33°11'09"E a distance of 68.37 feet, said curve having a central angle of 122°27'17", a radius of 39.00 feet, an arc length of 83.35 feet to a point of tangent;

Thence N85°35'12"E along said tangent a distance of 16.76 feet to a point of curve;

Thence along a curve to the right whose chord bears S85°50'18"E a distance of 128.23 feet, said curve having a central angle of 17°09'01", a radius of 430.00 feet, an arc length of 128.71 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S84°39'04"E a distance of 95.15 feet, said curve having a central angle of 14°46'34", a radius of 370.00 feet, an arc length of 95.42 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S78°26'39"E a distance of 56.84 feet, said curve having a central angle of 27°11'24", a radius of 120.90 feet, an arc length of 57.37 feet to a point of non-tangent curve;

Thence along a curve to the left whose chord bears N23°45'54"E a distance of 16.28 feet, said curve having a central angle of 48°02'18", a radius of 20.00 feet, an arc length of 16.77 feet to a point of tangent;

Thence N00°15'15"W along said tangent a distance of 10.00 feet;

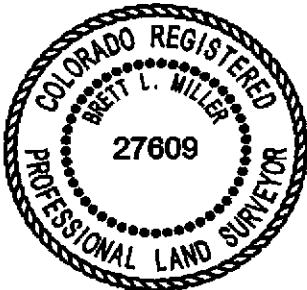
Thence N89°44'45"E a distance of 30.00 feet to a point on the East Line of the Southeast ¼ of the Southwest ¼ of said section 27;

Thence S00°15'15"E along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 a distance of 109.35 feet to the **Point of Beginning**.

Parcel Contains (93,997 Square Feet) 2.1579 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021
Date of Last Revision:
Prepared By: Brett L. Miller, PLS No. 27609
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



AH
11/2/21

JFH
11/2/21

11-2-21

EXHIBIT A

PARCEL 3

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 27;

THENCE N00°09'44"E ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 AND ALONG THE WESTERLY LINE OF LOT 1, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS, A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°09'44"E ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 972.49 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING ELEVEN (11) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S87°53'52"E A DISTANCE OF 36.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 9°42'01", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 36.15 FEET TO A POINT OF TANGENT;**
- 2. THENCE N87°15'07"E ALONG SAID TANGENT A DISTANCE OF 294.60 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARDS N75°23'07"E A DISTANCE OF 136.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°44'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 137.32 FEET TO A POINT OF TANGENT;**
- 4. THENCE N63°31'07"E ALONG SAID TANGENT A DISTANCE OF 6.20 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S86°59'53"E A DISTANCE OF 121.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 58°58'00", A RADIUS OF 123.50 FEET, AN ARC LENGTH OF 127.10 FEET TO A POINT OF TANGENT;**

6. THENCE S57°30'53"E ALONG SAID TANGENT A DISTANCE OF 8.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S69°31'53"E A DISTANCE OF 88.90 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°02'00", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 89.55 FEET TO A POINT OF TANGENT;
8. THENCE S81°32'53"E ALONG SAID TANGENT A DISTANCE OF 67.70 FEET TO A POINT OF CURVE;
9. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N84°29'07"E A DISTANCE OF 113.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°56'00", A RADIUS OF 236.00 FEET, AN ARC LENGTH OF 115.06 FEET TO A POINT OF TANGENT;
10. THENCE N70°31'07"E ALONG SAID TANGENT A DISTANCE OF 500.20 FEET TO A POINT OF CURVE;
11. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N70°19'58"E A DISTANCE OF 4.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00°22'18", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 4.01 FEET;

THENCE S00°13'44"E NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 472.31 FEET;

THENCE S57°17'52"E A DISTANCE OF 196.25 FEET;

THENCE S03°58'05"E A DISTANCE OF 260.76 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S84°02'44"W A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S73°52'07"W A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET;

THENCE S37°27'21"W NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 729.68 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 410.56 FEET;

THENCE N80°42'29"W AND CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 601.62 FEET TO THE

POINT OF BEGINNING.

**LEGAL DESCRIPTION PREPARED BY BRETT L. MILLER, PLS NO. 27609. FOR
AND ON BEHALF OF ENGINEERING SERVICE COMPANY**

PARCEL 4

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
FEBRUARY 2, 1978 AT RECEPTION NO. 263441, BOULDER COUNTY RECORDS.**

PARCEL 5

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
APRIL 7, 1978 AT RECEPTION NO. 272968, BOULDER COUNTY RECORDS.**

EXHIBIT A

PARCEL 2

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET TO THE POINT OF BEGINNING;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 80.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE NORTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SIX (6) COURSES:

- 1. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 95.80 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 96.39 FEET TO A POINT OF TANGENT;**
- 2. THENCE S69°19'07"W ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S65°03'37"W A DISTANCE OF 90.29 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 608.00 FEET, AN ARC LENGTH OF 90.38 FEET TO A POINT OF TANGENT;**
- 4. THENCE S60°48'07"W ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S65°39'37"W A DISTANCE OF 91.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°43'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 91.24 FEET TO A POINT OF TANGENT;**
- 6. THENCE S70°31'07"W ALONG SAID TANGENT A DISTANCE OF 233.38 FEET;**

THENCE N00°01'40"E A DISTANCE OF 1050.05 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27;

THENCE S89°58'20"E ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 224.00 FEET TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SOUTHWEST ¼ A DISTANCE OF 408.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 160.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S42°38'26"E A DISTANCE OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 166.27 FEET AND ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET TO A POINT OF TANGENT;

THENCE S69°19'07"W ALONG SAID TANGENT AND ALONG THE SOUTHERLY LINE AND THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET;

THENCE S00°05'09"E A DISTANCE OF 1518.80 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 8, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S89°54'51"W ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOT 7 OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 224.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 7;

THENCE S00°07'52"E ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 160.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NIWOT ROAD;

THENCE S89°54'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 500.89 FEET TO THE EASTERLY CORNER OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 209.43 FEET;

THENCE N37°27'21"E A DISTANCE OF 729.68 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N73°52'07"E A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N84°02'44"E A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET;

THENCE N03°58'05"W A DISTANCE OF 260.76 FEET;

THENCE N57°17'52"W A DISTANCE OF 196.25 FEET;

THENCE N00°13'44"W A DISTANCE OF 472.31 FEET TO A POINT OF CURVE LYING ON THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS

N65°28'28"E A DISTANCE OF 100.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°20'42", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 100.80 FEET TO A POINT OF TANGENT;

- 2. THENCE N60°48'07"E ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N65°03'37"E A DISTANCE OF 78.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 528.00 FEET, AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENT;**
- 4. THENCE N69°19'07"E ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 126.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 127.05 FEET TO THE POINT OF BEGINNING.**

Escrow File No.: 40522CEW

EXHIBIT "A"

PARCEL 1

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S00°17'15"E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 1322.58 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 27;

THENCE S00°15'15"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 895.26 FEET TO THE NORTHEAST CORNER OF LOT 12, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S60°28'31"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 457.09 FEET;

THENCE S89°54'51"W CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 375.87 FEET;

THENCE N00°05'09"W A DISTANCE OF 1518.80 FEET;

THENCE N69°19'07"E ALONG THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY AND THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 166.27 FEET AND CONTINUING ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE

OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N44°11'21"E A DISTANCE OF 36.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 36.69 FEET TO A POINT OF TANGENT;**
- 2. THENCE N41°01'07"E ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N33°37'07"E A DISTANCE OF 159.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 159.63 FEET TO A POINT OF TANGENT;**
- 4. THENCE N26°13'07"E ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N14°11'07"E A DISTANCE OF 138.22 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 139.24 FEET TO A POINT OF TANGENT;**
- 6. THENCE N02°09'07"E ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;**
- 7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N14°46'45"E A DISTANCE OF 63.83 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°15'15", A RADIUS OF 146.00 FEET, AN ARC LENGTH OF 64.35 FEET TO A POINT LYING NON-TANGENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 27;**

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 171.66 FEET TO THE POINT OF BEGINNING. TOGETHER WITH COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 257.84 FEET TO A POINT LYING NON-TANGENT ON A CURVE ON THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

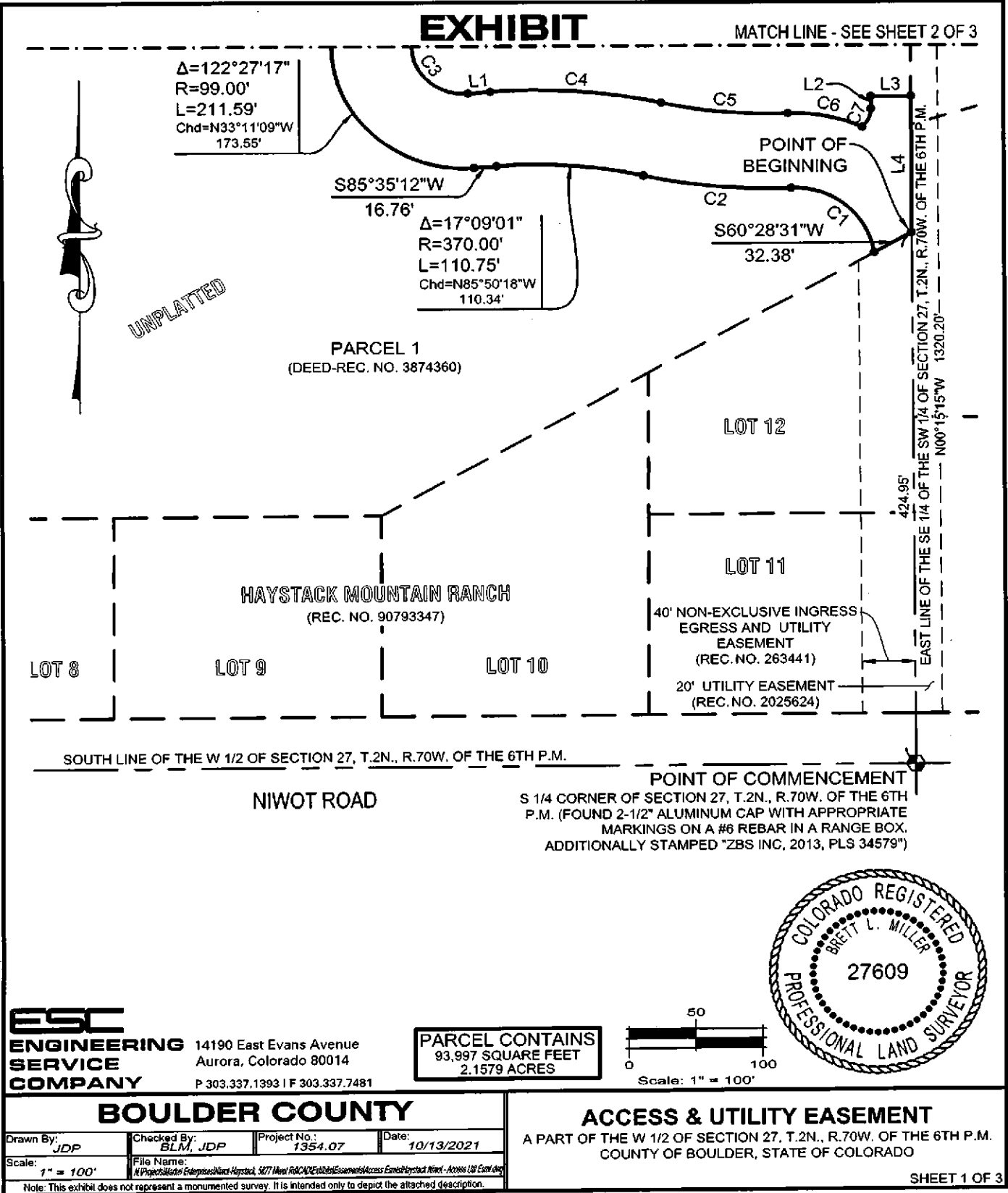
1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S09°43'03"W A DISTANCE OF 59.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°07'51", A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 59.68 FEET TO A POINT OF TANGENT;
2. THENCE S02°09'07"W ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S14°11'07"W A DISTANCE OF 104.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 105.64 FEET TO A POINT OF TANGENT;
4. THENCE S26°13'07"W ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S33°37'07"W A DISTANCE OF 138.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 138.97 FEET TO A POINT OF TANGENT;
6. THENCE S41°01'07"W ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S44°11'21"W A DISTANCE OF 27.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 27.83 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 80.00 FEET;

THENCE N69°55'18"W A DISTANCE OF 254.38 FEET;

THENCE N00°02'25"W A DISTANCE OF 500.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 639.91 FEET TO THE POINT OF BEGINNING.



AH 11/2/21

JFH 11/2/21

EXHIBIT

C-S 1/16 CORNER OF SECTION 27, T.2N., R.70W.
OF THE 6TH P.M. (FOUND 3-1/4" ALUMINUM CAP
WITH APPROPRIATE MARKINGS ON A REBAR,
0.1' BELOW GRADE. ADDITIONALLY STAMPED
"FLATIRON SURVEYING, 2017, 16406")

CURVE DATA TABLE					
COURSE	DELTA	RADIUS	LENGTH	Chd BEARING	Chd LENGTH
C1	83°22'52"	60.90'	88.63'	N50°20'55"W	81.01'
C2	14°46'34"	430.00'	110.89'	N84°39'04"W	110.59'
C3	122°27'17"	39.00'	83.35'	S33°11'09"E	68.37'
C4	17°09'01"	430.00'	128.71'	S85°50'18"E	128.23'
C5	14°46'34"	370.00'	95.42'	S84°39'04"E	95.15'
C6	27°11'24"	120.90'	57.37'	S78°26'39"E	56.84'
C7	48°02'18"	20.00'	16.77'	N23°45'54"E	16.28'

LINE DATA TABLE		
COURSE	BEARING	LENGTH
L1	N85°35'12"E	16.76'
L2	N00°15'15"W	10.00'
L3	N89°44'45"E	30.00'
L4	S00°15'15"E	109.35'

MATCH LINE - SEE SHEET 3 OF 3

EMERGENCY ACCESS
EASEMENT
(DEDICATED BY A
SEPARATE DOCUMENT

Δ=5°28'09"
R=470.00'
L=44.86'
Chd=S79°41'25"E
44.85'

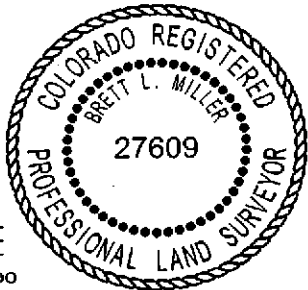
Δ=5°28'09"
R=530.00'
L=50.59'
Chd=N79°41'25"W
50.57'

Δ=110°27'58"
R=235.59'
L=454.22'
Chd=S27°11'30"E
387.07'

Δ=110°27'58"
R=175.59'
L=338.54'
Chd=N27°11'30"W
288.49'

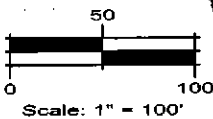
PARCEL 1
(DEED-REC. NO. 3874360)

UNPLATTED



ESC
ENGINEERING
SERVICE
COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

MATCH LINE - SEE SHEET 1 OF 3



BOULDER COUNTY			
Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
Scale: 1" = 100'	File Name: C:\Users\BMiller\Documents\Boulder\2021\11\2\21\Boulder\Access & Utility Easement\Access & Utility Easement.dwg		
Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.			

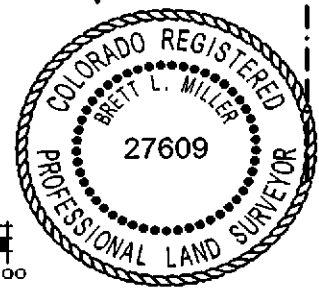
ACCESS & UTILITY EASEMENT
A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3

AH 11/2/21

JFH 11/2/21

MATCH LINE - SEE SHEET 2 OF 3



Scale: 1" = 100'

ACCESS & UTILITY EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3

Drawn By:	Checked By:	Project No:	Date:
JDP	BLM, JDP	1354.07	10/13/2021
Scale:	File Name:		
1" = 100'	N:\Projects\Enterprise\Work\Haystack, 5077\Work\NOA\NOA-EIS\Summary\Access\Embodied\Haystack_NW - Access\101_Embd.dwg		
Note: This exhibit does not represent a monumental survey. It is intended only to depict the attached description.			

JFH 11/2/21

**DECLARATION
OF COVENANTS
FOR HAYSTACK RANCH**

PREAMBLE

THIS DECLARATION OF COVENANTS FOR HAYSTACK RANCH (the "Declaration") is made on the date hereinafter set forth by HAYSTACK HOLDINGS LLC ("Declarant").

Declarant hereby submits the real property described on Exhibits A-1, A-2 and A-3, together with all rights, and appurtenances thereto, and improvements thereon to the Covenants set forth herein. Declarant does not submit the property to the provisions of the Colorado Common Interest Ownership Act.

ARTICLE ONE: DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1 COUNTY as applicable means the County of Boulder, State of Colorado. COUNTY REQUIREMENTS means any requirements of the County by law or agreement.

1.2 DESIGN REVIEW GUIDELINES means those certain Design Review Guidelines recorded as of even date herewith and any amendments and modifications thereto approved unanimously by the Owners.

1.3 IMPROVEMENTS mean:

(a) all exterior improvements, structures, auxiliary structures, fences, landscaping (other than seeding of Agricultural Areas) and any attachments or appurtenances thereto or components thereof of every type or kind; and

(b) any change, alteration, modification, expansion, removal, demolition, or addition to any existing or previously approved Improvements, including any change of exterior appearance, finish material, color, or texture.

1.4 LOT means each of Parcels 1-3 as identified in Exhibit A-1, A-2, and A-3. Lot shall include any Improvement thereon. An individual Lot shall be referred to as 'Lot ____' or 'Parcel ____' (number inserted). The Lots may collectively be referred to as the Lots or Parcels.

1.5 OWNER means the record owner of the fee simple title to any Lot that is subject to this Declaration.

1.6 PROPERTY means all of the Property identified on Exhibits A-1, A-2 and A-3, which includes the Lots.

1.7 ROADWAY means the principal roadway serving the Lots as set forth in an ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT recorded contemporaneously herewith.

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Property Subject to this Declaration. As the Owner of fee simple title to the Property, Declarant by recording this Declaration does hereby subject the Property to the provisions of this Declaration.

2.2 Conveyances Subject to this Declaration. All covenants, conditions, and restrictions granted or created by this Declaration are covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having any interest in the Property, their respective heirs, successors, personal representatives, or assigns.

Any instrument recorded subsequent to this Declaration and purporting to establish and affect any interest in the Property shall be subject to the provisions of this Declaration despite any failure to make reference thereto.

ARTICLE THREE: CONSTRUCTION AND MAINTENANCE

3.1 Removal of Buildings on Parcel 1. Declarant has already removed the playground, small playhouse near the entry to Parcel 1, the small chicken coup located next to the front yard garden, and various other improvements or features on Parcel 1. The Declarant, at its sole cost and expense, will remove the garage and barn within 12 months of the Effective Date. The Owner of Parcel 1, at its sole cost and expense, will remove the privacy fencing around the house and yard at and in connection with the commencement of any substantial new construction or remodel of the house on Parcel. All other structures located on Parcel 1 including without limitation the main house, the golf lesson hut, the clubhouse, the garden, are not required to be removed but are subject to the requirements of paragraph 3.3. Declarant has no responsibility for the condition, safety or functionality of structures or improvements remaining on Parcel 1, including the suitability of any such improvements for use or construction, and the same are accepted 'as is' by any subsequent buyer of Parcel 1.

(a) Prior to Declarant's conveyance of Parcel 1 to the first purchaser, Declarant will remove all personal property remaining on Parcel 1, cause the house and clubhouse to be reasonably cleaned to 'broom clean' condition, and removal all broken appliances from Parcel 1.

(b) The 'Clubhouse' will maintain a footprint and height not greater than its existing footprint and height but must be re-modelled or reconstructed to comply with the Design Review Guidelines as provided in paragraph 3.3.

3.2. Architectural Control. No Improvement shall be made, removed, or altered with respect to a Lot or any Improvement thereon that does not comply with the Design Review Guidelines. Not less than sixty (60) days prior to commencing the construction or alteration of an Improvement, the Owner undertaking such work (the "Improvement Owner") will provide a copy of the following to the other Owners (the "Reviewing Owners") for their review.

- a. Elevations of All Structures
- b. Roof Plans
- c. Exterior Finish Schedule
- d. Exterior Lighting Schedule
- e. Site Grading Plan
- f. Landscape Plan and Fence Design
- g. Irrigation Plan
- h. Revegetation Plan
- i. Proposed Entry Gates

All designs for residential structures shall be prepared by an AIA Architect experienced in custom home designs. Principal residential structures shall have at least 4,000 square feet above ground level. If a Reviewing Owner in good faith believes that the proposed work does not comply with the Design Review Guidelines, then such Reviewing Owner will notify the Improvement Owner and the parties will have 30 days to negotiate a resolution, which they will do in good faith. If such resolution is not reached, then the Improvement Owner and Reviewing Owner will retain an architect familiar with high end custom design licensed in the state of Colorado who has not done business with any Owner to review and determine if the proposed work complies with the Design Review Guidelines. The Owner and Reviewing Owner will share all fees and costs of the architect provided that if the Architect determines that the proposed work as initially submitted substantially complies with the Design Guidelines, the Reviewing Owner shall pay all fees and costs of the architect. The architect's decision will be final and binding upon all Owners. Once commenced, Owners will diligently pursue all construction and alterations to completion in strict accordance with the designs including any changes resulting from architect review. The foregoing does not apply to Improvements required and approved under the ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT recorded contemporaneously herewith.

3.3 Construction of Parcel 1. Subject to delay caused by local governmental authorities, the Owner who first acquires Parcel 1 from Declarant will commence and complete construction of the redevelopment, remodel or reconstruction of the house (either as a remodel of the existing house or the demolition of the existing house and construction of a new house), club lesson hut, clubhouse, all other remaining structures on Parcel 1 and related landscaping in accordance with the Design Review Guidelines within forty-eight (48) months after the date of such acquisition. The foregoing initial redevelopment of Parcel 1 will comply with the Design Review Guidelines and is subject to Section 3.2 above.

3.4 Building Envelopes. All Improvements on Lots shall be located within the Building Envelopes set forth in Exhibits B-1, B-2 and B-3 on Lots other than (i) those permitted for the Agricultural Areas under Paragraph 3.5 (ii) those permitted under paragraphs 3.7 and 3.8 and those related to roadway, utility and other easements established in connection with the Lots and Property. The Building Envelopes and all landscaping and structures therein shall be kept in a well-maintained, orderly and clean condition.

3.5 Agricultural Areas. The portions of the Property outside of the Building Envelopes are termed the Agricultural Areas and shall be subject to the following restrictions.

(a) The Agricultural Areas shall be either maintained in a predominantly natural state consisting of native grasses and trees or used solely for agricultural cultivation or horse or livestock grazing.

(b) There shall be no development, construction, or Improvement on the Agricultural Areas other than per the Easements on the Property, recreational trails, dirt roadways, irrigation facilities, and water storage reasonably necessary to conduct agricultural activities or grazing. No commercial activities shall be conducted on the Property other than the sale of hay without the consent of all Owners. Notwithstanding the foregoing:

(i). The Declarant reserves the right to (i) install one or more crossings for each parcel over Left Hand Creek at times and locations determined by Declarant (ii) construct two lofting sheds on Parcels 2 and 3 (iii) construct drive cuts and roadways off Niwot Road to provide access to Parcels 2 and 3 and (iv) maintain the existing area on Parcel 2 for farm equipment, a fuel tank and related facilities; and

(ii). The Owner of Parcel 1 shall have the right to (i) install a crossing for Parcel 1 over Left Hand Creek at a time and location on Parcel 1 determined by the Owner of Parcel 1, and (ii) construct a loafing shed on Parcel 1.

(c) The Declarant shall seed the area on Parcel 1 formerly used as a parking area for the golf course and each Owner will seed their other respective Agricultural Areas with dry land pasture or other grasses approved by Boulder County by the spring of 2022. The Owners of each Parcel will be responsible, at their sole cost and expense, for the watering and maintenance of their respective Agricultural Areas, including the seeded areas as provided above, outside of the Roadway Easement. For the period expiring in the fall of 2023, the Owners will cooperate to use the existing irrigation facilities and water from the ponds on Parcel 3 with each lot bearing 1/3 of the reasonable costs associated with such irrigation. Thereafter each Owner will be responsible for all aspects of the maintenance of the Agricultural Areas on such Owner's Lot, including water sources and irrigation.

(d) Each Owner shall be responsible for the following with respect to the Agricultural Areas on their respective Lots:

(i) reasonable irrigation and maintenance to maintain vegetation on the Agricultural Areas in a healthy condition;

- (ii) pest control;
- (iii) periodic mowing and weed control;

3.6 Prairie Dog Removal. Each Owner shall make reasonable efforts to remove all prairie dogs on their respective Lots in accordance with all applicable governmental regulations and thereafter shall continue such removal as needed to eliminate prairie dogs from the Property.

3.7 Parcel Designation Fences. Fences to be installed on the property lines between each Lot (the "Parcel Designation Fences") will comply with the Design Guidelines. . The cost the design, construction, and installation of the Parcel Designation Fence located on the boundary line between Parcel 1 and Parcel 2 will be shared equally between the Owner of Parcel 1 and the Owner of Parcel 2. The cost the design, construction, and installation of the Parcel Designation Fence located on the boundary line between Parcel 2 and Parcel 3 will be shared equally between the Owner of Parcel 2 and the Owner of Parcel 3. The Parcel Designation Fence between each Lot shall include at least 3 gates, including a gate in the proximity of the Boulder Creek Supply Canal. The Parcel Designation Fences will comply with the Design Review Guidelines.

3.8 Boundary Fences. In addition to the Parcel Designation Fences, the Owner of each Lot, at such Owner's individual cost and expense, shall install new fences along the remaining boundary lines of such Owner's Lot (the "Boundary Fences"). . The Boundary Fences will comply with the Design Review Guidelines.

ARTICLE FOUR: RESTRICTIVE COVENANTS AND OBLIGATIONS

6.1 Limitations and Restrictions. All Lots and Improvements shall be held, used, and enjoyed subject to the following limitations and restrictions.

6.2 Use and Occupancy of the Lots. Lots shall be used only for single family residential purposes and residential or agricultural uses. Home business, home offices, and home music and art studio use that do not involve any detectable activity outside the applicable residence is permitted. Any Owner may rent their respective Lots for single family residential terms with lease terms of not less than 3 months. Short term rentals (any period less than 3 months) of any kind, including Air BnB and Vrbo are prohibited. Otherwise, no business or commercial activity is permitted.

6.3 Restrictions on Signs and Advertising Devices. Except as specifically provided by law, no sign, poster, billboard, advertising device, entry structure, or display of any kind shall be erected or maintained anywhere within the Property other than a reasonable sign or structure stating the address of a Lot.

6.4 Compliance with Laws. Any use, activity, construction, or other act on a Lot shall be in accordance with all applicable laws, including County Requirements. No unlawful use shall be permitted or conducted on any Lot.

6.5 Golf. No golf activities or golf features or facilities shall be kept, maintained, installed, or operated other than (a) the existing clubhouse on Parcel 1, but only for residential purposes and not for golf activities and subject to paragraph 3.3; (b) the golf lesson hut on Parcel 1 but only for residential purposes and not for golf activities and subject to paragraph 3.3; (c) a single golf practice green on Parcel 1 and (d) the green of hole no. 4 on Parcel 3.

6.6. Clean and Orderly Condition. Each Owner shall comply with the following: maintain their respective Lots in a clean and orderly condition (but consistent with the rural and agricultural nature of the Property); maintain all landscaping and vegetation; keep pets, horses or livestock in reasonable numbers and in a manner that does not disturb other Owners; vehicles shall be parked within the building envelopes; inoperable vehicles shall be kept in structures; solar arrays shall be located only on roofs; there shall be no antennas or other receiving or transmitting features extending above the top of roof; trash and trash cans shall be kept in enclosures

6.7 No Subdivision. Lots may not be subdivided without the consent of all Owners. Multiple dwelling units are not permitted, provided that a single caretaker or accessory dwelling unit may be approved, subject to applicable law, by unanimous consent of the Owners.

ARTICLE SEVEN: GENERAL PROVISIONS

7.1 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated and shall bind the heirs, successors and assigns of the Declarant and all Owners.

7.2 Amendments by Owners. All Amendments require the consent of all Owners.

7.3 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

7.4. Enforcement. Enforcement of this Agreement shall be in the State District Court for Boulder County, Colorado. The Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 2 day of November, 2021 (the "Effective Date").

HAYSTACK HOLDINGS LLC

By 

STATE OF COLORADO)

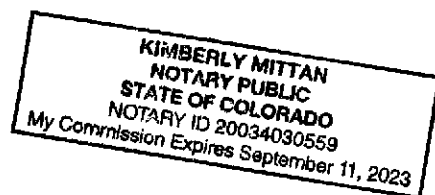
) SS.

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 2 day of November, 2020, by Michael Markel of HAYSTACK HOLDINGS LLC, a Colorado Limited Liability Company by Michael Markel as Manager.

My commission expires: _____
WITNESS my hand and official seal.


Notary Public



**EXHIBIT A
TO DECLARATION
OF
HAYSTACK RANCH**

**LEGAL DESCRIPTION OF THE REAL PROPERTY
SUBMITTED TO THE HAYSTACK RANCH
(EXHIBITS A-1, A-2 AND A-3 COMBINED)**

EXHIBIT A-1
LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT A-2
LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT A-3
LEGAL DESCRIPTION OF PARCEL 3

**EXHIBIT B
TO DECLARATION
OF
HAYSTACK RANCH**

LEGAL DESCRIPTIONS OF THE BUILDING ENVELOPES

**EXHIBIT B-1
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 1**

EXHIBIT B-2
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 2

EXHIBIT B-3
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 3

Building Envelope Parcel 2 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874361 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N25°58'27"W a distance of 1889.96 feet to the **Point of Beginning**;

Thence S00°05'09"E a distance of 525.00 feet;

Thence S89°54'51"W a distance of 375.00 feet;

Thence N00°05'09"W a distance of 337.50 feet;

Thence N63°20'57"E a distance of 419.26 feet to the **Point of Beginning**, from whence the Northeast Corner of adjoining parcel of land described at Reception No. 3874362 bears S77°27'11"W a distance of 476.02 feet.

Parcel Contains (161,719 Square Feet) 3.7126 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021

Date of Last Revision: October 18, 2021

Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

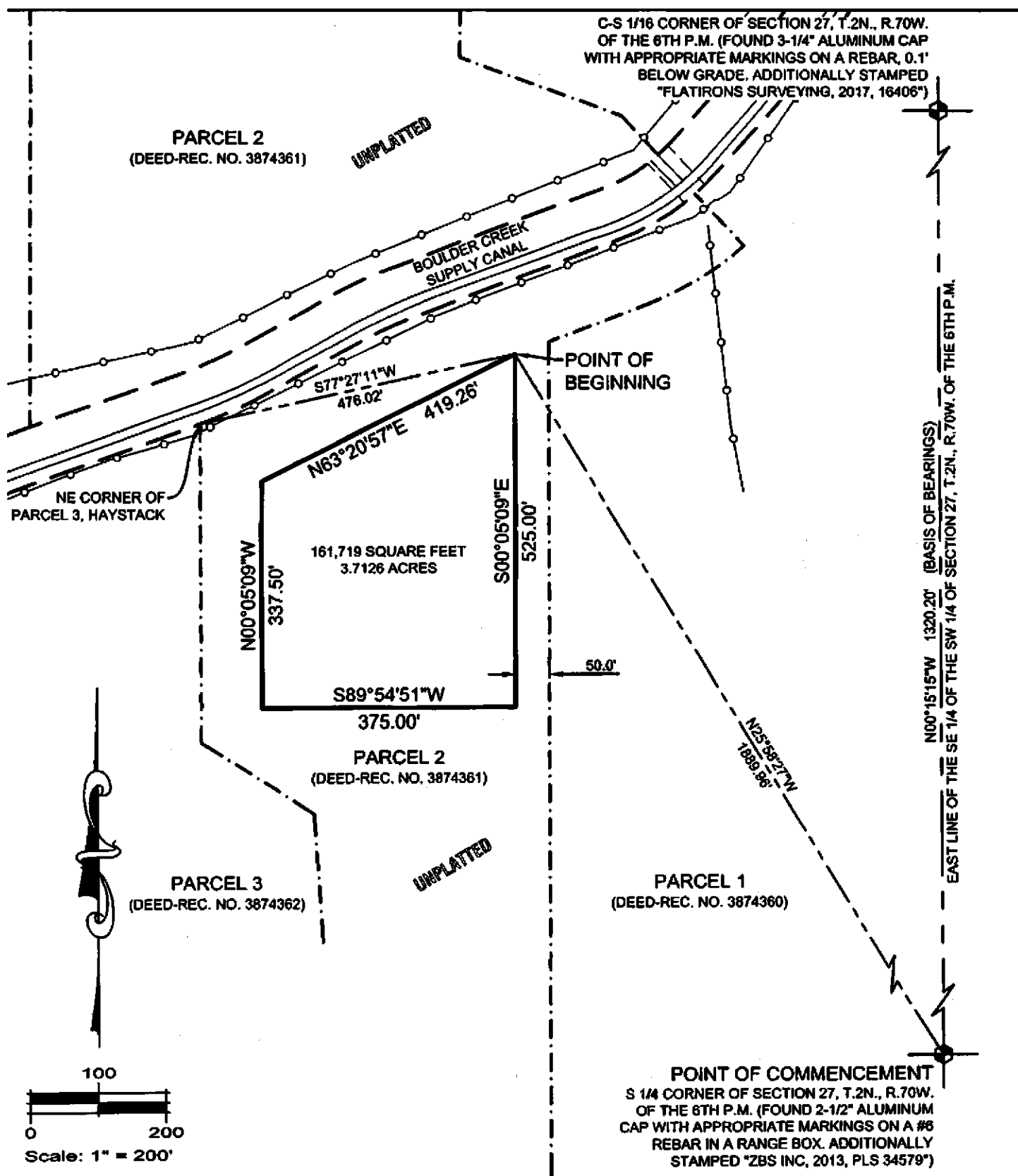
**ESC****ENGINEERING
SERVICE
COMPANY**14190 East Evans Avenue
Aurora, Colorado 80014
P. 303.337.1393 | F. 303.337.7481**BUILDING ENVELOPE EXHIBIT**PARCEL 2, HAYSTACK
SITUATED IN THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
DATE: OCTOBER 18, 2021

EXHIBIT A**PARCEL 2**

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET TO THE POINT OF BEGINNING;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 80.00 FEET TO A POINT LYING RADially ON A CURVE ON THE NORTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SIX (6) COURSES:

- 1. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 95.80 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 96.39 FEET TO A POINT OF TANGENT;**
- 2. THENCE S69°19'07"W ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S65°03'37"W A DISTANCE OF 90.29 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 608.00 FEET, AN ARC LENGTH OF 90.38 FEET TO A POINT OF TANGENT;**
- 4. THENCE S60°48'07"W ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S65°39'37"W A DISTANCE OF 91.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°43'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 91.24 FEET TO A POINT OF TANGENT;**
- 6. THENCE S70°31'07"W ALONG SAID TANGENT A DISTANCE OF 233.38 FEET;**

THENCE N00°01'40"E A DISTANCE OF 1050.05 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27;

THENCE S89°58'20"E ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 224.00 FEET TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SOUTHWEST ¼ A DISTANCE OF 408.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 160.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S42°38'26"E A DISTANCE OF 105.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 166.27 FEET AND ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET TO A POINT OF TANGENT;

THENCE S69°19'07"W ALONG SAID TANGENT AND ALONG THE SOUTHERLY LINE AND THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET;

THENCE S00°05'09"E A DISTANCE OF 1518.80 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 8, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S89°54'51"W ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOT 7 OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 224.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 7;

THENCE S00°07'52"E ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 160.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NIWOT ROAD;

THENCE S89°54'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 500.89 FEET TO THE EASTERLY CORNER OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 209.43 FEET;

THENCE N37°27'21"E A DISTANCE OF 729.68 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N73°52'07"E A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N84°02'44"E A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET;

THENCE N03°58'05"W A DISTANCE OF 260.76 FEET;

THENCE N57°17'52"W A DISTANCE OF 196.25 FEET;

THENCE N00°13'44"W A DISTANCE OF 472.31 FEET TO A POINT OF CURVE LYING ON THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING FIVE (5) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS**

N65°28'28"E A DISTANCE OF 100.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°20'42", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 100.80 FEET TO A POINT OF TANGENT;

- 2. THENCE N60°48'07"E ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N65°03'37"E A DISTANCE OF 78.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 528.00 FEET, AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENT;**
- 4. THENCE N69°19'07"E ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 126.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 127.05 FEET TO THE POINT OF BEGINNING.**

EXHIBIT A

PARCEL 3

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 27;

THENCE N00°09'44"E ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 AND ALONG THE WESTERLY LINE OF LOT 1, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS, A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°09'44"E ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 972.49 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING ELEVEN (11) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S87°53'52"E A DISTANCE OF 36.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 9°42'01", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 36.15 FEET TO A POINT OF TANGENT;**
- 2. THENCE N87°15'07"E ALONG SAID TANGENT A DISTANCE OF 294.60 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N75°23'07"E A DISTANCE OF 136.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°44'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 137.32 FEET TO A POINT OF TANGENT;**
- 4. THENCE N63°31'07"E ALONG SAID TANGENT A DISTANCE OF 6.20 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S86°59'53"E A DISTANCE OF 121.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 58°58'00", A RADIUS OF 123.50 FEET, AN ARC LENGTH OF 127.10 FEET TO A POINT OF TANGENT;**

6. THENCE S57°30'53"E ALONG SAID TANGENT A DISTANCE OF 8.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S69°31'53"E A DISTANCE OF 88.90 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°02'00", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 89.55 FEET TO A POINT OF TANGENT;
8. THENCE S81°32'53"E ALONG SAID TANGENT A DISTANCE OF 67.70 FEET TO A POINT OF CURVE;
9. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N84°29'07"E A DISTANCE OF 113.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°56'00", A RADIUS OF 236.00 FEET, AN ARC LENGTH OF 115.06 FEET TO A POINT OF TANGENT;
10. THENCE N70°31'07"E ALONG SAID TANGENT A DISTANCE OF 500.20 FEET TO A POINT OF CURVE;
11. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N70°19'58"E A DISTANCE OF 4.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00°22'18", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 4.01 FEET;

THENCE S00°13'44"E NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 472.31 FEET;

THENCE S57°17'52"E A DISTANCE OF 196.25 FEET;

THENCE S03°58'05"E A DISTANCE OF 260.76 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S84°02'44"W A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S73°52'07"W A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET;

THENCE S37°27'21"W NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 729.68 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 410.56 FEET;

THENCE N80°42'29"W AND CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 601.62 FEET TO THE

POINT OF BEGINNING.

**LEGAL DESCRIPTION PREPARED BY BRETT L. MILLER, PLS NO. 27609. FOR
AND ON BEHALF OF ENGINEERING SERVICE COMPANY**

PARCEL 4

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
FEBRUARY 2, 1978 AT RECEPTION NO. 263441, BOULDER COUNTY RECORDS.**

PARCEL 5

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
APRIL 7, 1978 AT RECEPTION NO. 272968, BOULDER COUNTY RECORDS.**

Building Envelope Parcel 3 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874362 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N52°19'54"W a distance of 1812.47 feet to the **Point of Beginning**;

Thence S09°18'48"E a distance of 275.00 feet;

Thence N56°08'02"W a distance of 500.00 feet;

Thence S64°54'54"W a distance of 400.00 feet;

Thence N00°00'44"E a distance of 340.00 feet;

Thence S86°47'19"E a distance of 355.00 feet;

Thence S67°22'01"E a distance of 410.00 feet to the **Point of Beginning**, from whence the Northeast Corner of said parcel described at Reception No. 3874362 bears N16°15'13"E a distance of 508.39 feet.

Parcel Contains (166,183 Square Feet) 3.8150 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021

Date of Last Revision:

Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

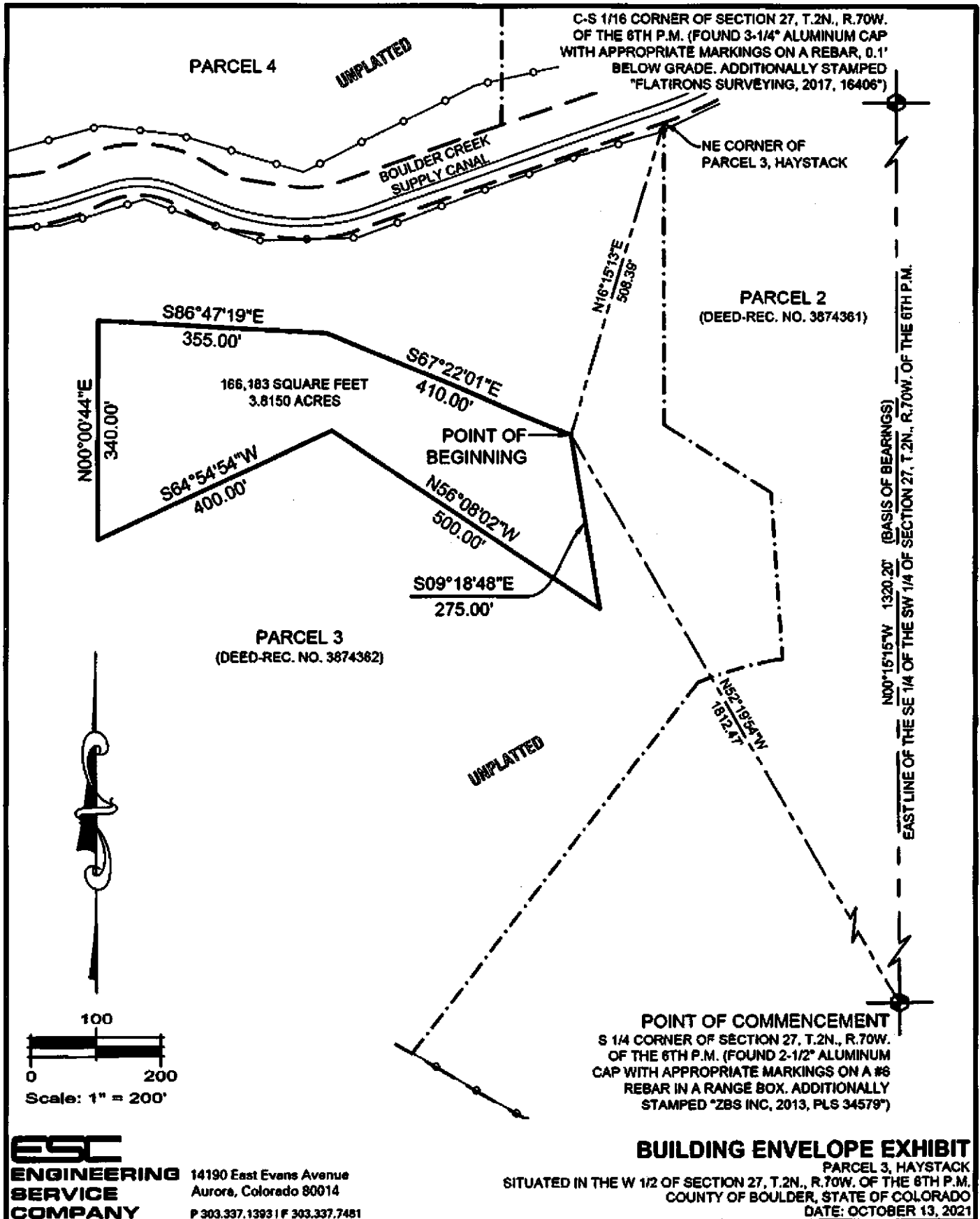


EXHIBIT "A"**PARCEL 1**

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S00°17'15"E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 1322.58 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 27;

THENCE S00°15'15"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 895.26 FEET TO THE NORTHEAST CORNER OF LOT 12, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S60°28'31"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 457.09 FEET;

THENCE S89°54'51"W CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 375.87 FEET;

THENCE N00°05'09"W A DISTANCE OF 1518.80 FEET;

THENCE N69°19'07"E ALONG THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY AND THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 166.27 FEET AND CONTINUING ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE

AH 11/2/21

11-2-21

JFH 11/2/21

OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N44°11'21"E A DISTANCE OF 36.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 36.69 FEET TO A POINT OF TANGENT;
2. THENCE N41°01'07"E ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N33°37'07"E A DISTANCE OF 159.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 159.63 FEET TO A POINT OF TANGENT;
4. THENCE N26°13'07"E ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N14°11'07"E A DISTANCE OF 138.22 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 139.24 FEET TO A POINT OF TANGENT;
6. THENCE N02°09'07"E ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N14°46'45"E A DISTANCE OF 63.83 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°15'15", A RADIUS OF 146.00 FEET, AN ARC LENGTH OF 64.35 FEET TO A POINT LYING NON-TANGENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 171.66 FEET TO THE POINT OF BEGINNING. TOGETHER WITH COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 257.84 FEET TO A POINT LYING NON-TANGENT ON A CURVE ON THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

11-2-21

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1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S09°43'03"W A DISTANCE OF 59.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°07'51", A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 59.68 FEET TO A POINT OF TANGENT;
2. THENCE S02°09'07"W ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S14°11'07"W A DISTANCE OF 104.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 105.64 FEET TO A POINT OF TANGENT;
4. THENCE S26°13'07"W ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S33°37'07"W A DISTANCE OF 138.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 138.97 FEET TO A POINT OF TANGENT;
6. THENCE S41°01'07"W ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S44°11'21"W A DISTANCE OF 27.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 27.83 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 80.00 FEET;

THENCE N69°55'18"W A DISTANCE OF 254.38 FEET;

THENCE N00°02'25"W A DISTANCE OF 500.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 639.91 FEET TO THE POINT OF BEGINNING.

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Building Envelope Parcel 1 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874360 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N15°34'58"W a distance of 851.13 feet to the Point of Beginning;

Thence N00°15'15"W a distance of 100.00 feet;

Thence S89°44'45"W a distance of 100.00 feet;

Thence N00°15'15"W a distance of 75.00 feet;

Thence N89°44'45"E a distance of 75.00 feet;

Thence N00°15'15"W a distance of 425.00 feet;

Thence N89°44'45"E a distance of 200.00 feet;

Thence S00°15'15"E a distance of 600.00 feet;

Thence S89°44'45"W a distance of 175.00 feet to the Point of Beginning, from whence the Southeast Corner of said parcel described at Reception No. 3874360 bears S29°51'54"E a distance of 455.37 feet.

Parcel Contains (123,125 Square Feet) 2.8266 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021

Date of Last Revision:

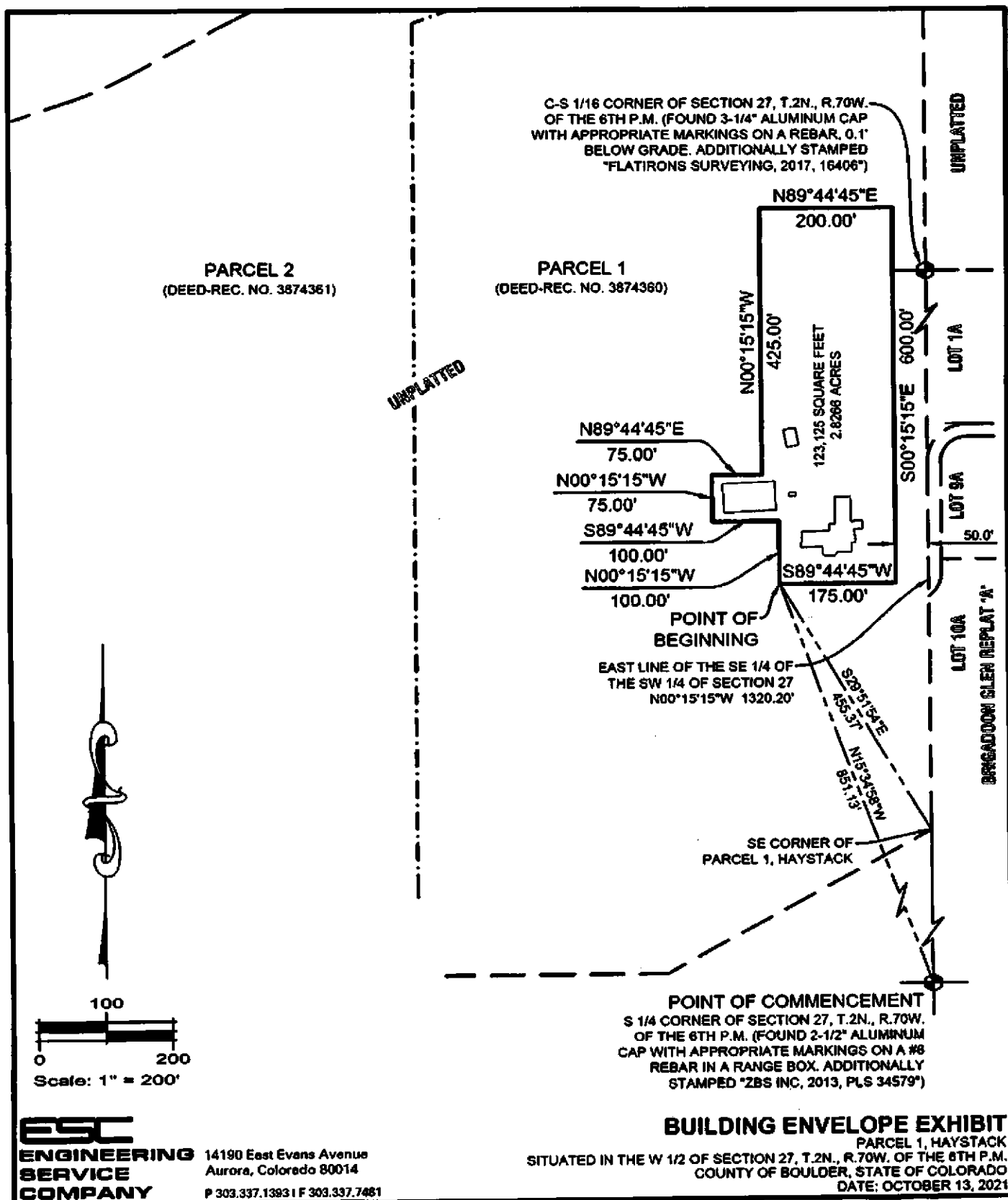
Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

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From: [Anders Hester](#)
To: [Historic](#)
Cc: [Fasick, Jessica](#); [Goldstein, Andrew](#); [Jaclyn Hester](#); [Walker, Samuel](#)
Subject: [EXTERNAL] Re: FW: Docket HP-22-0007 Haystack Mountain Ranch and Golf Course
Date: Thursday, December 1, 2022 2:18:38 PM
Attachments: [Buyers Copies .pdf](#)
[letter to historic board 22.12.1.pdf](#)
[protective covenants 03926347.pdf](#)
[Easement Recorded 03926348.pdf](#)

Denise,

Jaclyn and I feel terrible that you, Boulder County, and the historic board have gotten thrown in the middle of this. We thought we were doing a good thing trying to preserve some county history and it's very unfortunate Markel is taking this stance.

I've also looped in Sam Walker, the Boulder County planner assigned to Markel's SPR, so he is in the loop. I thought it might be a condition of the Markel's SPR approval to allow the historic structures on my property to remain, but I'm not sure if this is right?

Here is a quick rundown of events for your team, so y'all hear our side of things:

We went under contract with Markel on April 15, 2021 to buy our lot at Haystack Mountain Golf Course. Six months later, on our original closing date of October 15, 2021, we wired over cash for closing and Markel didn't show up to closing – he refused to close unless we agreed to a set of covenants that were not included in our original contract. We felt bullied and we felt our only choice was to accept the covenants to avoid an expensive and long-lasting lawsuit. We felt very confident that if we had to, we would have won the lawsuit for specific performance based on our original contract, but we have a young family and it didn't seem like the right thing to put our family through.

So as part of the new covenants that came with our new closing date of November 2, 2021 we had to agree to let Markel knock down the old barn and the old garage, but only if he completed the demo work within one year - by November 2, 2022. It's also worth noting that Markel told us before closing that the old barn and the old garage were not historic and if we had known the true history of these buildings before closing we would have never agreed to him being able to demo them within the year time frame. After we closed, we came to learn the old barn's and old garage's extensive history and we felt terrible these buildings might be lost forever because a bully developer wanted things to look a certain way.

On November 3, 2022 we emailed Markel to let him know he missed the deadline to demo the old barn and the old garage and we told him he was no longer allowed to knock them down.

Per our contract with Markel we are allowed to have a loafing shed and irrigation facilities in the agricultural areas outside of our building envelope. We intend to use the old historic barn as our loafing shed and the old historic garage as irrigation facilities for our agricultural needs, which is all legally allowed per our contract. Instead of building new structures for a loafing shed and irrigation facilities, and disturbing new areas, we think repurposing these historic structures is a great use for them.

It's also worth noting the access easement was created/recorded by Markel at the new closing date of November 2, 2021, and if this new access easement intersects with any historic

structures we are ok moving the easement a few inches if it's what is needed to save the barn – the oldest building at Haystack Mountain Golf Course!

Also, re: the clubhouse, the clubhouse was always included in our building envelope and per our final contract was never at risk of being demoed by Markel. Markel actually tried to force us to fully demo it, but it was a step too far and we refused to give in to his demand to let him demo the clubhouse. As we included in our historic application, we'd like to see the clubhouse landmarked in addition to the old barn and the old garage because of how important the clubhouse building is to the community and the history of this area.

I have attached a copy of our final contract for your team's reference. The contract makes it clear that legally Markel only had until November 2, 2022 to demo the barn and garage and it's also clear in the contract we are allowed to have a loafing shed and irrigation facilities in the agricultural areas, outside our building envelope.

Please let us know if you or your team has any questions.

Thanks,
Anders

On Thu, Dec 1, 2022 at 10:37 AM Historic <historic@bouldercounty.org> wrote:

Hi Anders,

We just received this info from the attorney for Markel. We need time to review it and discuss it with the County Attorney staff. We will likely be canceling the meeting tonight to allow more time to sort things out. I'll let you know for sure within the next couple of hours.

Denise Grimm, AICP | Principal Planner

Boulder County Community Planning & Permitting | P.O. Box 471, Boulder, CO 80306

720-564-2611 | dgrimm@bouldercounty.org

Service hours are 8 a.m.-4:30 p.m. Monday, Wednesday, Thursday, Friday, and 10 a.m.-4:30 p.m. Tuesday

From: Craig Blockwick <cnb@bek-law.com>

Sent: Thursday, December 1, 2022 9:24 AM

To: Historic <historic@bouldercounty.org>

Cc: Michael Markel <Michael@MarkelHomes.com>; !CountyAttorney
<CountyAttorney@bouldercounty.org>

Subject: [EXTERNAL] Docket HP-22-0007 Haystack Mountain Ranch and Golf Course

See attached submission objecting to historic/landmark designation submitted on behalf of Michael Markel and Haystack Holdings LLC

Craig N. Blockwick

Blockwick Eisenstein Krahenbuhl, LLC

2672 North Park Drive, Suite 200

Lafayette, CO 80026

Direct Dial: 720-636-7402

E-mail: cnb@bek-law.com

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Anders Hester

720-235-7792

HERITAGE TITLE COMPANY, INC.

4909 Pearl East Circle, Ste 100, Boulder, CO 80301

Phone: (303) 443-3333 Fax: (303) 628-1668

Buyers/Borrowers Settlement Statement
FINAL

Escrow No: H0642637 - 043 KM9 Close Date: 11/02/2021 Proration Date: 11/02/2021 Disbursement Date: 11/02/2021

Buyer(s)/Borrower(s): Alexander S. Hester
Jaclyn F. Hester


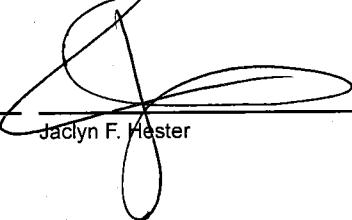
Seller(s): Haystack Holdings LLC

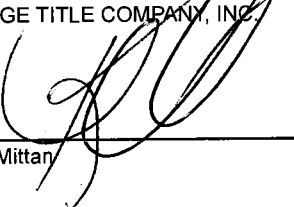
Property: 5877 Niwot Rd.
Longmont, CO 80503

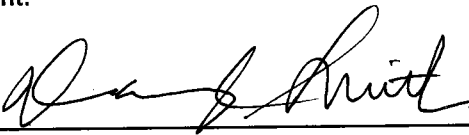
Brief Legal: Parcel 1 of SW 1/4 LESS 10.4 AC & W 1/2 NW 1/4 LESS 6.26 ACS27-2N-70

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	3,400,000.00	
Deposit/Earnest Money		340,000.00
REAL ESTATE CLOSING CHARGES		
Escrow Fee to Heritage Title Company, Inc.	185.00	
RECORDING FEES:		
Recording Fees to County Clerk and Recorder	18.00	
State Tax Stamps to County Clerk and Recorder	340.00	
PRORATIONS AND ADJUSTMENTS:		
County Taxes from 1/1/2021 to 11/2/2021 based on the Annual amount of \$11,335.74		9,472.33
Proceeds from Loan with FW		1,989,750.00
TITLE CHARGES:		
Tax Cert to Heritage Title Company, Inc.	13.50	
Sub Totals	3,400,556.50	2,339,222.33
Balance Due From Buyer /Borrower		1,061,334.17
Totals	3,400,556.50	3,400,556.50

Buyer(s)/Borrower(s):

 11-2-2021 Date  11-2-2021 Date
Alexander S. Hester Date Jaclyn F. Hester Date
Settlement Agent:

HERITAGE TITLE COMPANY, INC.
 11-2-2021 Date
by Kim Mittan Date

Selling Agent:
 11-2-21 Date
Re/Max of Boulder, Inc. Date

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

Instructions for Preparation of a Statement of Authority and Indemnity Agreement

Each undersigned party hereby requests that Heritage Title Company, Inc. act as scrivener in the preparation of a Statement of Authority pursuant to C.R.S. § 38-30-172(2) related to the property described below. As consideration for Heritage Title Company, Inc.'s agreement to prepare the Statement of Authority, each undersigned party hereby agrees to indemnify and hold Heritage Title Company, Inc. harmless from and against any and all claims, demands, losses, damages, judgments, settlements, actions, and causes of action, including expenses, costs, and attorney fees, as well as attorney fees incurred in the enforcement of this agreement, which Heritage Title Company, Inc. may sustain in any manner arising out of Heritage Title Company, Inc.'s agreement to prepare the Statement of Authority. Each undersigned party hereby represents and acknowledges that:

- (a) Heritage Title Company, Inc. has not advised or instructed the undersigned parties regarding the creation, effect or adequacy of the Statement of Authority;
- (b) the Statement of Authority shall be prepared on a form that is approved by the undersigned parties;
- (c) the undersigned parties shall review the completed Statement of Authority and make all necessary modifications; and
- (d) each of the undersigned parties has had the opportunity to consult with legal counsel regarding the creation, effect and adequacy of the Statement of Authority.

The undersigned parties state that it is their intention to record a Statement of Authority in connection with a transaction involving the real property located at:

5877 Niwot Rd., Longmont, CO 80503

Each undersigned party also requests that Heritage Title Company, Inc. record the Statement of Authority with the Clerk and Recorder of the County in which the subject property is located, and each undersigned party agrees to bear the cost of recording.

Executed this **2nd day of November, 2021**.

Authorized Signature(s):

SELLER:

Haystack Holdings LLC


Michael Markel as Manager

After Recording Return to:
Haystack Holdings LLC
Michael Markel
5723 Arapahoe Avenue
Suite 2B
Boulder, CO 80301

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Haystack Holdings LLC, a Colorado limited liability company an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: Haystack Holdings LLC

The Entity is a: Colorado limited liability company

(state type of entity and state, country or other government authority under whose laws such entity was formed)

The mailing address for the Entity is: 5723 Arapahoe Ave Suite 2B, Boulder CO 80303

The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

Michael Markel –Manager

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE

(if no limitations insert "NONE")

The instrument and recording information, including the County, of the document by which title was acquired is:

Trustees Deed Recorded 4/5/2021 at Reception Number 03874360

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no matters, leave this section blank)

EXECUTED this November 2, 2021

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

STATE OF COLORADO
COUNTY OF **Boulder**

} SS:

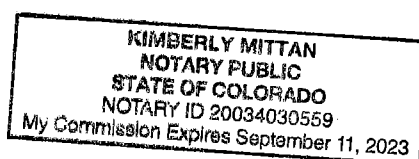
The foregoing instrument was acknowledged before me this November 2, 2021

by Haystack Holdings LLC By Michael Markel as Manager

Witness my hand and official seal.

My commission expires: 9/11/2023

Notary Public



HTC

Escrow No.: H0642637-043-KM9

Doc Fee: \$340.00

SPECIAL WARRANTY DEED

This Deed, made November 2, 2021

Between Haystack Holdings LLC, of the County Boulder, State of Colorado, grantor(s) and Alexander S. Hester and Jaclyn F. Hester, as Joint Tenants, whose legal address is 5877 Niwot Road, Longmont CO 80503 County of Boulder, and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO/100'S (\$3,400,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 5877 Niwot Rd., Longmont, CO 80503

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised..

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

STATE OF COLORADO
COUNTY OF Boulder

} ss:

The foregoing instrument was acknowledged before me November 2, 2021 by Haystack Holdings LLC By Michael Markel as Manager .

Witness my hand and official seal.

My Commission expires:

Notary Public

KIMBERLY MITTAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034030559
My Commission Expires September 11, 2023

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, That **Haystack Holdings LLC** of the County of Boulder, State of **COLORADO** (Seller), for and in consideration of Ten Dollars and other Valuable Consideration to them in hand paid, at or before the ensembling or delivery of these presents by **Alexander S. Hester and Jaclyn F. Hester** of the County of **Boulder**, in the State of **Colorado** (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, their personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Inclusions – Attached. If attached to the property on the date of the Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone wiring, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) garage door openers including remote controls If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): ☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of the Contract, such additional items are also included in the Purchase Price.

Inclusions – Not Attached. If on the Property, whether attached or not, on the date of the Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: **all appliances currently in place**

Exclusions. The following items are excluded (Exclusions):

located at: **5877 Niwot Rd., Longmont, CO 80503**

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale **November 2, 2021**.

SELLER:

Haystack Holdings LLC



Michael Markel as Manager

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: November 2, 2021

Escrow No.: H0642637-043-KM9

1. **PARTIES, PROPERTY.** Haystack Holdings LLC, Seller, and Alexander S. Hester and Jaclyn F. Hester, Buyer, engage Heritage Title Company, Inc., Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property

known as No. 5877 Niwot Rd., Longmont, CO 80503

Street Address

City

State

Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated April 15, 2021, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☒ Agrees ☐ Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ Agrees ☐ Does Not agree to furnish copies of Exceptions.

3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to, deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.

4.3. **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.

5. **CLOSING FEE.** Closing Company will receive a fee of **\$370.00** for providing closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.

7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing agent can assure that payoff of loans and other disbursements will actually be made.

8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated: ☐ **Cashier's Check**, at Seller's expense ☐ **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense ☐ **Closing Company's** trust account check.
9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by the written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
14. **CHANGE IN OWNERSHIP OF WATER WELL:** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) a foreign person, or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
- 15.1 **FIRPTA.** Seller agrees to cooperate Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
- 15.2 **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.
16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
As per contract
17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.
18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in this transaction.
19. **NOTICE, DELIVERY AND CHOICE OF LAW.**
- 19.1. **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.
- 19.2. **Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or

19.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

19.4. Choice of Law. These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado Residents who sign a contract in Colorado for real property located in Colorado.

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

Date

BUYERS:

Alexander S. Hester

Date

Jaclyn E. Hester

Date

Address:

Phone No.:

Fax No.:

Email Address:

Address:

Phone No.:

Fax No.:

Email Address:

Address:

Phone No.:

Fax No.:

Email Address:

Address:

Phone No.:

Fax No.:

Email Address:

Closing Company's Name Heritage Title Company, Inc.

Authorized Signature

Title

Date

Address:

4909 Pearl East Circle, Ste 100

Boulder, CO 80301

Phone No.:

(303) 443-3333

Fax No.:

(303) 628-1668

Email Address:

AFFIDAVIT AND INDEMNITY AGREEMENT

TO HERITAGE TITLE COMPANY, INC., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Exhibit A attached hereto and made a part hereof.

Property Address: 5877 Niwot Rd., Longmont, CO 80503

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies HERITAGE TITLE COMPANY, INC., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

State of Colorado
County of BOULDER

} ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me November 2, 2021 by Haystack Holdings LLC By Michael Markel as Manager .

(SEAL)

Notary Public
My Commission Expires:

KIMBERLY MITTAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034030559
My Commission Expires September 11, 2023

TAX, WATER AND ASSESSMENT AGREEMENT

PROPERTY: 5877 Niwot Rd., Longmont, CO 80503

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. **REAL AND PERSONAL PROPERTY TAXES AND TAX PRO-RATIONS**

Purchaser has received, as of this date November 2, 2021, a credit from seller for the taxes for the current year as disclosed on the Purchaser and Seller settlement statements. This proration is based on:

Estimate of taxes for the current year based on most current mill levy and assessment.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

SELLER AND PURCHASER AGREE THAT THE ABOVE REFERENCED PRORATION SHALL BE CONSIDERED A FINAL SETTLEMENT, AND AS SUCH, PURCHASER AGREES TO PAY ALL TAXES FOR THE CURRENT YEAR. HERITAGE TITLE COMPANY, INC. IS HEREBY RELEASED FROM ANY LIABILITY WITH REGARD TO SAID PRORATION.

II. **WATER, SEWER AND STORM DRAINAGE**

Entity Name(s) Lefthand Water Company. Final Read Date 10/15/2021. Sewer Company. Storm Drainage Company

Closing Agent ☒ has ☐ has not collected the following to pay the final billing for:

Water and Sewer Charges in the amount of \$ 1500.00 from the ☒ Seller ☐ Purchaser.

Any overage with regard to the above items in Section II shall be refunded to the depositing party unless otherwise stated below in the special instructions.

IN THE EVENT THAT THE FINAL BILL EXCEEDS THE ESCROWED AMOUNT, INCLUDING TRANSFER FEES OR FINAL READ FEES, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

III. **IRRIGATION WATER:** Not Applicable

IV. **HOMEOWNER'S/CONDOMINIUM ASSOCIATION/METRO DISTRICT:**

The above referenced property is subject to assessments for the following Associations and/or Metro Districts per the applicable status letter(s) included with your closing documents.

Seller and Purchaser hereby agree that there is NO active Homeowners' Association /Metro District. Heritage Title has not collected or prorated any dues or assessments for this transaction. CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM ANY LIABILITY WITH REGARD TO SAID ITEMS

All assessments due at the time of closing have been collected and prorated per the enclosed Association/Metro District status letter(s) in accordance with the purchase contract dated April 15, 2021 If applicable, any working capital/transfer fees/statement fees have also been collected as per HOA statement and purchase contract. Seller hereby acknowledges that they are not aware any covenant violations affecting the above referenced property.

V. **PROPANE:** Not Applicable

VI. **WEED ABATEMENT/TRASH/REFUSE REMOVAL:** Not Applicable

With regards to the closing of 5877 Niwot Rd., Longmont, CO 80503 (Property Address), both the buyer(s) and seller(s) fully understand that the telephone company, gas, electric, propane and the present hazard insurance agency will not be notified by the escrow agent.

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

BUYERS:

Alexander S. Hester

Jaclyn F. Hester

DISCLOSURES

Escrow #: 459-H0642637-043-KM9

PROPERTY ADDRESS: 5877 Niwot Rd., Longmont, CO 80503

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

Post Closing Escrows:

Funds may be collected and held in escrow by closing agent to pay items for which the amounts due are not known at the time of closing or for which the payment of such items cannot be confirmed as of the date of closing or disbursement. These items may include but are not limited to taxes, recordings, repairs, water, sewer or utilities and will be listed as an estimate or escrow for said item on the HUD1 or other applicable settlement statement. Upon confirmation of the amount due by closing agent, said items will be paid in full in accordance with the contract and or lender's closing instructions with any refund due to be disbursed to the depositing party. In the event the new lender's closing instructions prohibit funds be returned to the borrower, funds will be held until additional instructions are obtained from the lender.

Check Disbursement Procedures:

In the event any check is later returned to Heritage Title Company, Inc., to be replaced or otherwise disbursed, Heritage Title Company, Inc. will only be able to disburse said funds after a stop payment has been placed on the returned check and confirmation of that stop has been received from the issuing bank the following business day.

Disclosure of Possible Benefits to Closing Company:

As a result of Closing Company maintaining its general escrow accounts with the depositories, Closing Company may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Closing Company and Closing Company shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. You have the opportunity to earn interest on your escrowed funds as follows: As an example: the amount of interest you can earn on a deposit of \$1000.00 for a thirty day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate. To establish an interest bearing account, ask for an "Escrow Instruction-Interest Bearing Account," complete the form and return it to your escrow officer. The charge to set up and service the interest bearing account shall not exceed \$100.00

FIRPTA Waiver Of Settlement Agent Responsibility

Heritage Title Company, Inc. is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

SELLER:

Haystack Holdings LLC

Michael Markel as Manager

BUYERS:

Alexander S. Hester

Jaclyn F. Hester

Exhibit A

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 27,
THENCE S00°17'15"E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 1322.58 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 27;

THENCE S00°15'15"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 895.26 FEET TO THE NORTHEAST CORNER OF LOT 12, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS:

THENCE S60°28'31"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 457.09 FEET;

THENCE S89°54'51"W CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 375.87 FEET;

THENCE N00°05'09"W A DISTANCE OF 1518.80 FEET;

THENCE N69°19'07"E ALONG THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY AND THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET TO A POINT OF CURVE:

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 166.27 FEET AND CONTINUING ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 105.00 FEET TO A POINT LYING RADIALLY ON A CURVE TO THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N44°11'21"E A DISTANCE OF 36.67 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 36.69 FEET TO A POINT OF TANGENT;
2. THENCE N41°01'07"E ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N33°37'07"E A DISTANCE OF 159.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 159.63 FEET TO A POINT OF TANGENT;
4. THENCE N26°13'07"E ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N14°11'07"E A DISTANCE OF 138.22 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 139.24 FEET TO A POINT OF TANGENT;
6. THENCE N02°09'07"E ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N14°46'45"E A DISTANCE OF 63.83 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 25°15'15", A RADIUS OF 146.00 FEET, AN ARC LENGTH OF 64.35 FEET TO A POINT LYING NON-TANGENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 171.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 257.84 FEET TO A POINT LYING NON-TANGENT ON A CURVE ON THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL, SAID POINT BEING THE POINT OF BEGINNING:

THENCE ALONG THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S09°43'03"W A DISTANCE OF 59.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°07'51", A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 59.68 FEET TO A POINT OF TANGENT;
2. THENCE S02°09'07"W ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S14°11'07"W A DISTANCE OF 104.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 105.64 FEET TO A POINT OF TANGENT;
4. THENCE S26°13'07"W ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S33°37'07"W A DISTANCE OF 138.58 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 138.97 FEET TO A POINT OF TANGENT;
6. THENCE S41°01'07"W ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S44°11'21"W A DISTANCE OF 27.82 FEET. SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 27.83 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 80.00 FEET;

THENCE N69°55'18"W A DISTANCE OF 254.38 FEET;

THENCE N00°02'25"W A DISTANCE OF 500.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 639.91 FEET TO THE POINT OF BEGINNING.

FIRPTA STATEMENT BY QUALIFIED SUBSTITUTE
FIRPTA Withholding is NOT Required
Internal Revenue Code Section 1445(b) (9)

To: **Alexander S. Hester and Jaclyn F. Hester – Buyer (Transferee)**
Re: Escrow Number: **H0642637**
Property Address: **5877 Niwot Rd.**
Longmont, CO 80503
Seller: **Haystack Holdings LLC**

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. Real Property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee (Buyer) that withholding of tax is not required upon the transferor's (Seller) disposition of a U.S. Real Property interest, **Heritage Title Company, Inc.** certifies the following:

- 1) Heritage Title Company, Inc. is the settlement services provider in this transaction and is not the agent of the transferor.
- 2) Seller, as named above, has deposited into this escrow transaction a FIRPTA Non-Foreign Affidavit which indicates that FIRPTA withholding is not required as a result of the disposition of this property. Escrow holder is NOT making any certification as to the accuracy or correctness of the information submitted by Seller, only that the form has been given to escrow holder indicating that no withholding is required.
- 3) Heritage Title Company, Inc. certifies, under penalty of perjury, that the completed Affidavit, from the Seller, will be maintained in the above referenced escrow file, until such a time as the file is destroyed. Destruction of the file is pursuant to our general provisions.
- 4) Requests for additional information concerning the Affidavit described above, should be sent to: Heritage Title Company, Inc..




Kim Mittan, Escrow Officer

Date: November 2, 2021

Received by Buyer:

BUYERS:



Alexander S. Hester



Jaclyn F. Hester

Original: Give to Buyer
Copy: Maintained in Escrow File
Provided to any Representative of the Buyer

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

TD-1000
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. **This document is not recorded, is kept confidential, and is not available for public inspection.**

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer).

Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Physical Address and/or legal description of the real property sold: Please do not use P.O. Box numbers.

5877 Niwot Rd., Longmont, CO 80503

2. Type of property purchased: ☒ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Residential

☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☐ Vacant Land ☐ Other

3. November 2, 2021

Date of closing: mm/dd/yyyy

April 15, 2021

Date of contract: mm/dd/yyyy

4. \$ 3,400,000.00

\$

Total sale price: Include all real and personal property

Contracted price (if different from final sale price)

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

Description

Approximate Value

\$

\$

\$

Personal Property Total: \$ 0

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sale price include a trade or exchange of additional real or personal property? ☒ No ☐ Yes

If Yes, approximate value of the goods or services as of the date of closing:

\$

If Yes, does this transaction involve a trade under IRS Code Section 1031? ☐ No ☐ Yes

7. Was 100% interest in the real property purchased?

☐ No ☒ Yes

Mark "No" if only a partial interest is being purchased. If No, interest purchased

%

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood

or marriage, or business affiliates, or those acquainted prior to the transaction.

☒ No ☐ Yes

9. Please mark type of sale: ☐ Builder (new constructions) ☒ Public (MLS or Broker Representation)
☐ Private (For Sale By Owner) ☐ Other (describe) _____

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.
☐ New ☐ Excellent ☐ Good ☒ Average ☐ Fair ☐ Poor ☐ Salvage.

11. Type of financing: (mark all that apply)
☐ None (all cash or cash equivalent)
☐ New/Mortgage Lender (government-backed or conventional bank loan)
☐ New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
☐ Seller (buyer obtained a mortgage directly from the seller)
☐ Assumed (buyer assumed an existing mortgage)
☐ Combination or Other: Please explain _____

12. Total amount financed \$ 0.00

13. Terms:
☐ Variable; Starting interest rate _____ % ☐ Fixed; Interest rate _____ %
☐ Length of _____ years
☐ Balloon payment? ☐ No ☐ Yes If yes, amount \$ _____ Due date: _____

14. Mark any that apply: ☐ Seller assisted down payments ☐ Seller concessions ☐ Special terms or financing

If marked, please specify terms: _____

15. Was an independent appraisal obtained in conjunction with this transaction? ☐ No ☐ Yes
For properties OTHER THAN Residential (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 16-18, if applicable.

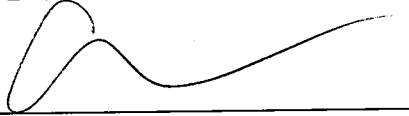
16. Did the purchase price include a franchise or license fee? ☐ No ☐ Yes
If yes, franchise or license fee value \$ _____

17. Did the purchase price involve an installment land contract? ☐ No ☐ Yes
If yes, date of contract _____

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing? ☐ No ☐ Yes

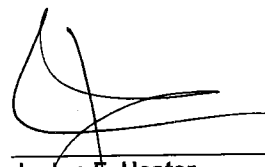
Please include any additional information concerning the transaction and price paid that you feel is important:

BUYERS:



Alexander S. Hester

Date



Jaclyn F. Hester

Date

Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

5877 Niwot Rd
Address (mailing)

Longmont CO
City

90507
State

Zip Code

Daytime Phone

Email address

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.



Assessment Report for Account R0614555

Today's Date: 10/11/2021

Account

Account Number:	R0614555
Parcel Number:	131727000022
Tax Area:	002795
No. of Improvements:	0
Site Address:	5877 NWOT RD
Neighborhood:	990830.00

Total Account Value

	Actual	Assessed
Total:	393739	113396
Structure:	0	0
Land:	393739	113396
X-Features:	0	0
MillLevy:	99.966	

Improvements

Deeds

Deed#	Sale Date	Recorded	Sale Price
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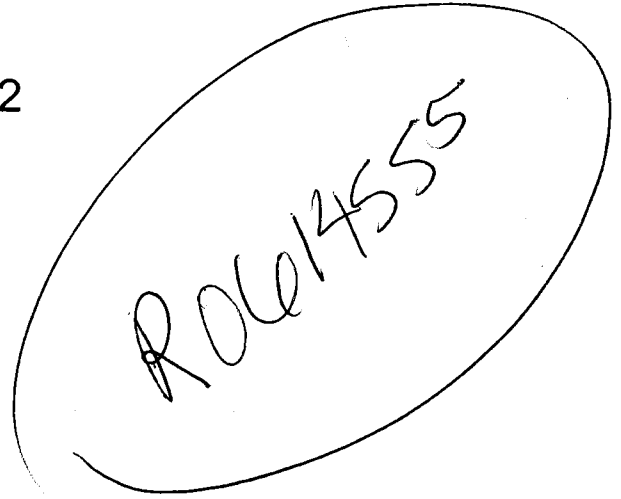


Property Report for Account R0614552

Today's Date: 10/11/2021

No picture available

Property Address:	5873 NIWOT RD
City:	UNINCORPORATED
Owner:	HAYSTACK HOLDINGS LLC
Parcel Number:	131727000020
Mailing Address:	5723 ARAPAHOE AVE UNIT 2B
City, State, Zip:	BOULDER CO, 80303
Sec-Town-Range:	27 -2N -70
Subdivision:	TR, NBR 193, 199 - COMMERCIAL
Jurisdiction:	Unincorporated Boulder County
Legal Description:	POR E 1/2 SW 1/4 27-2N-70 PER REC NO 3874360 4/5/2021 AKA PARCEL 1 -
Square Feet:	TOTAL 40.88 ACS M/L
Acres:	1,783,003
	40.93



Assessment Report for Account R0614552

Today's Date: 10/11/2021

Account

Account Number:	R0614552
Parcel Number:	131727000020
Tax Area:	002795

No. of Improvements: 0
Site Address: 5873 NIWOT RD
Neighborhood: 990830.00

Total Account Value

	Actual	Assessed
Total:	1116397	263115
Structure:	666000	133402
Land:	450397	129713
X-Features:	0	0
MillLevy:	99.966	

Improvements



Deeds Report for Account R0614552

Today's Date: 10/11/2021

Deeds

Deed#	Sale Date	Recorded	Sale Price
3874360	4/2/2021	4/5/2021	\$3,000,000.00



Zoning Report for Account R0614552

Today's Date: 10/11/2021

Address: 5873 NIWOT RD
Parcel Number: 131727000020
Zoning: A - Agricultural
Wind Load (Vult): 155
Ground Snow Load
(lbs/sqft): 40



Floodplain Report for Account R0614552

Today's Date: 10/11/2021

Floodplain Information

Address: 5873 NIWOT RD
Parcel Number: 131727000020
Flood Zone: AE,X
Floodway: Yes



Survey Report for Account 131727000020

Today's Date: 10/11/2021



Elections Report for Account R0614552

Today's Date: 10/11/2021

Address: 5873 NIWOT RD
Parcel Number: 131727000020
Precinct: 2181107701

US Congressional District: 2
State Senate: 18
StateHouse: 11
County Commissioner: 2



BOULDER COUNTY TREASURER

Certificate of Taxes Due

Account Number R0602189

Parcel 131727000019

Assessed To

HAYSTACK LIVING TRUST
5877 NIWOT RD
LONGMONT, CO 80503

Certificate Number 2021-07423

Order Number

Vendor ID 33

BLACK KNIGHT FINANCIAL SERVICES
601 RIVERSIDE AVE - BCBS 13T
JACKSONVILLE, FL 32204-2901

Legal Description

SW 1/4 LESS 10.4 AC & W 1/2 NW 1/4 LESS 6.26 ACS
27-2N-70 - GOLF COURSE 70 ACS M/L
TOTAL PROPERTY SIZE 223 ACS M/L

Situs Address

5877 NIWOT RD UNINCORPORATED
80503-

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$77,456.06	\$0.00	\$0.00	\$0.00	\$77,456.06
Total Tax Charge					\$77,456.06
Special Assessment: MOSQUITO CONTROL					
2020	\$33.00	\$0.00	\$0.00	\$0.00	\$33.00
Total Special Assessment: MOSQUITO CONTROL					\$33.00
GRAND TOTAL					\$77,489.06
Grand Total Due as of 04/30/2021					\$77,489.06

Tax Billed at 2020 Rates for Tax Area 002795 - 002795

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY	24.7710000	\$19,193.17	1112 - single family residence- land	\$21,995	\$1,573
SCHOOL REIJ	56.5420000*	\$43,810.10	1212 - single family residence- improvements	\$500,000	\$35,750
NORTHERN COLO WATER CONTRAC	1.0000000	\$774.82	2125 - recreation land	\$2,376,955	\$689,317
ST VRAIN LEFT HAND WATER	1.4060000	\$1,089.40	2225 - recreation improvements	\$166,050	\$48,155
MOUNTAIN VIEW FIRE DIST	16.2470000	\$12,588.57	4147 - grazing land-agriculture	\$100	\$29
Taxes Billed 2020	99.9660000	\$77,456.06	Total	\$3,065,100	\$774,824
* Credit Levy					

MOSQUITO CONTROL**\$33.00**

FEE FOR THIS CERTIFICATE: \$10.00

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's Office will need to be contacted prior to remittance. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

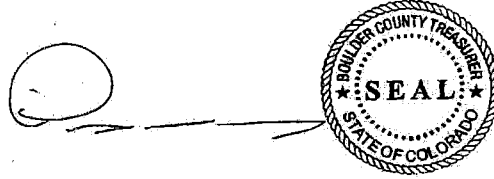
I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.



BOULDER COUNTY TREASURER

Certificate of Taxes Due

PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



Boulder County Public Health
ONSITE WASTEWATER TREATMENT SYSTEM (OWTS)
Property Transfer Inspection Report

Name of Owner:	Date of Inspection: <u>7/19/21</u>
Inspection Ordered By:	Name of Inspector: <u>CODY LEHL</u>
Site Address: <u>587 + Niwot Rd</u>	Inspector's Certification No: <u>13800ITC</u>
Owner's Phone:	Inspector's Address: <u>P.O BOX 1288, LONGMONT CO 80502</u>
Property Legal Description:	Inspector's Phone: <u>303-772-4019</u>
Send Inspection Report To:	Inspector's E-mail: <u>SULLSEPTIC@AOL.COM</u>
Email Address:	
Size of Property (i.e. # of acres):	
Type of Existing Building or Structure (if commercial, list all uses or tenants): <u>Residential</u>	

I. GENERAL INFORMATION

1. Age of OWTS: Tank(s) 27 years Absorption Bed(s) 27 years Other _____ years
2. Water Softener ☐ Yes ☒ No
Garbage Disposal ☒ Yes ☐ No
Grease Trap ☐ Yes ☒ No
3. Residential ☒ Yes ☐ No
Commercial ☐ Yes ☒ No
Flow Meter ☐ Yes ☒ No
In-Home Business ☐ Yes ☒ No Type: _____
4. **BEDROOMS:** Number counted in structures 6
Number Listed on OWTS Permit 8 ☒ PASS ☐ FAIL
Number Listed in Assessor Record 6
Is House Currently Unoccupied? ☐ Yes ☒ No How long? _____
5. Has a sewage backup ever occurred? ☐ Yes ☒ No
6. List any known repairs to system _____
7. Is there a service contract for system components? ☐ Yes ☒ No Company: N/A
8. Date septic tank last pumped prior to this inspection: 6-17-19 Frequency: 2-3 yrs
Company: Sullivan (Attach pumping receipt)
9. Water supply supplied by a well? ☒ Yes ☐ No
10. Potability test sample of well taken? ☐ Yes ☐ No
Potability test results: ☐ PASS ☐ FAIL
(NOTE: A pass or fail here does not indicate a pass/fail for the inspection)

NOTE: Property Transfer Renewals will no longer be accepted.

The above information is true to the best of my knowledge.

INSPECTION REPORT MUST BE SUBMITTED TO BCPH WITHIN 365 DAYS

5877 Niwot Rd

June 22, 2021

II. SYSTEM TYPE: Components of OWTS (complete as required)

1. Pretreatment (Septic Tank) Unit 1: Type Concrete Manufacturer EPC Capacity (gal) 1500
2. Pump Tank 1: Capacity (gal) _____
3. Pretreatment/Treatment Unit 2: Type Concrete Manufacturer EPC Capacity (gal) 1500
4. Pump Tank 2: Capacity (gal) _____ Lift Tank
5. Soil Treatment Unit: Type: Raised STA Area (Ft²) 1980
6. Vault (see instructions) Type _____ Manufacturer _____ Capacity (gal) _____

Warning Device

☒ PASS ☐ FAIL

Pumping Receipts (vault only)

☐ Yes ☐ No

Location of warning device: _____

@ Lift Station

7. Additional Components: _____
8. Greywater Discharge (if separate from OWTS): ☒ None ☐ Surface ☐ Subsurface ☐ Tank
☐ PASS ☐ FAIL

III. EVALUATION PROCEDURES

1. Number of bedrooms counted in house: 6

Are there other structures with plumbing?

☒ YES ☐ NO

(If "YES", all structures must be verified as connected to the OWTS and approved to be connected from BCPH permit records. If they are not, the report is a failing inspection and must be noted as "Unacceptable" with comments on inspection results of OWTS-Item #16)

Number of bedrooms doesn't exceed OWTS record:

☒ PASS ☐ FAIL

2. Locate, access, and open the septic tank cover: ☒ PASS ☐ FAIL
3. If at grade, is tank cover secure? ☒ PASS ☐ FAIL
4. Can surface water infiltrate into tank(s)? ☒ No/PASS ☐ Yes/FAIL
5. Any indicators of previous failure? ☐ Yes ☒ No
6. Inspect lid; measure sludge and scum level: ☒ Yes ☐ No
7. Inspect effluent screen (if applicable): ☐ Yes ☒ No N/A
8. Is there a diverter valve installed (multi-bed system)? ☐ Yes ☒ No
9. If there is a diverter valve, is it operational? ☐ Yes/PASS ☒ No/FAIL N/A
10. Run an operation test (all beds if multiple-bed system):
a. Gallons added in the operation test: 100 gallons
b. Does water backflow into tank? ☒ No/PASS ☐ Yes/FAIL
11. Pump out primary treatment (septic) tank:
a. How many gallons? 2000 gallons ☒ Yes/PASS ☐ No/FAIL (RECEIPT REQUIRED)
12. Inspect the condition of the septic tank:
a. Inspect condition of inlet and outlet baffles ☒ PASS ☐ FAIL
☒ Yes ☐ No
b. Comments (cracks, deterioration, infiltration, or damage): Minor Decay
13. Does the system contain a dosing or pump tank, ejector, or grinder pump or an Advance Treatment Unit (ATU)? ☒ Yes ☐ No
a. If so, was the condition of the tank checked? ☒ Yes ☐ No

Comments: _____

- b. Is the pump elevated off the bottom of the tank? ☒ Yes ☐ No ☐ NA
- c. Does the pump work? ☒ Yes/Pass ☐ No/Fail ☐ NA
- d. Is there a check valve or purge hole present? ☒ Yes ☐ No ☐ NA
- e. Is there a high water alarm? ☒ Yes ☐ No ☐ NA
- f. Does the alarm work? ☒ Yes/Pass ☐ No/Fail ☐ NA

5877 Niwot Rd

June 22, 2021

- g. Type of alarm: ☐ Audio ☐ Visual ☒ Both
h. Do electrical connections appear satisfactory? ☒ Yes ☐ No
i. Was the pump/ATU tank cleaned? ☒ Yes/Pass ☐ No/Fail
j. If an ATU, is the motor working? ☐ Yes/Pass ☐ No/Fail
k. If an ATU, is there a current operation & maintenance agreement in place? ☐ Yes ☒ No *U/A*

14. Was the soil treatment area probed to determine its location and to check for excessive moisture, odor, and/or effluent? ☒ Yes ☐ No
a. Any area subject to serious erosion? ☐ Yes ☒ No
b. Any area subject to compaction? ☐ Yes ☒ No
c. Any indication of previous failure? ☐ Yes ☒ No
d. Seepage visible on the surface of the field? ☒ PASS ☐ FAIL
e. Is improper vegetation present? ☐ Yes ☒ No
f. Heavy saturation in the distribution media? ☐ Yes ☒ No
g. Even distribution of effluent in the field? ☒ Yes ☐ No
h. Snow cover over the absorption area? ☐ Yes ☒ No
i. Irrigation present on absorption area? ☒ Yes ☐ No

15. Distance between water well and soil treatment area: 100' ± Feet

16. Inspection results of OWTS:

- ☒ Acceptable (no repairs required)
☐ Unacceptable (repairs required)
☐ Recommended repairs

Photo Documentation required for of all instances of malfunctions/failures and of any repairs made
Explain/define repairs needed or repairs made.: _____

☐ Complete system replacement required. Explain: _____

☐ Further exploratory work is required. Explain: _____

IV. SKETCH OF SYSTEM

Make an accurate sketch of the entire system that shows a north arrow, the location of the dwelling or structure(s) with two triangulated distance measurements to the septic tank lid(s) or GPS coordinates. Include sewer location to structure, septic tank(s), lift station, and soil treatment area. Include all pertinent setback locations, such as lakes, rivers, irrigation ditches, and water wells.

Note: BCPH will NOT ACCEPT final drawings from existing OWTS permits.

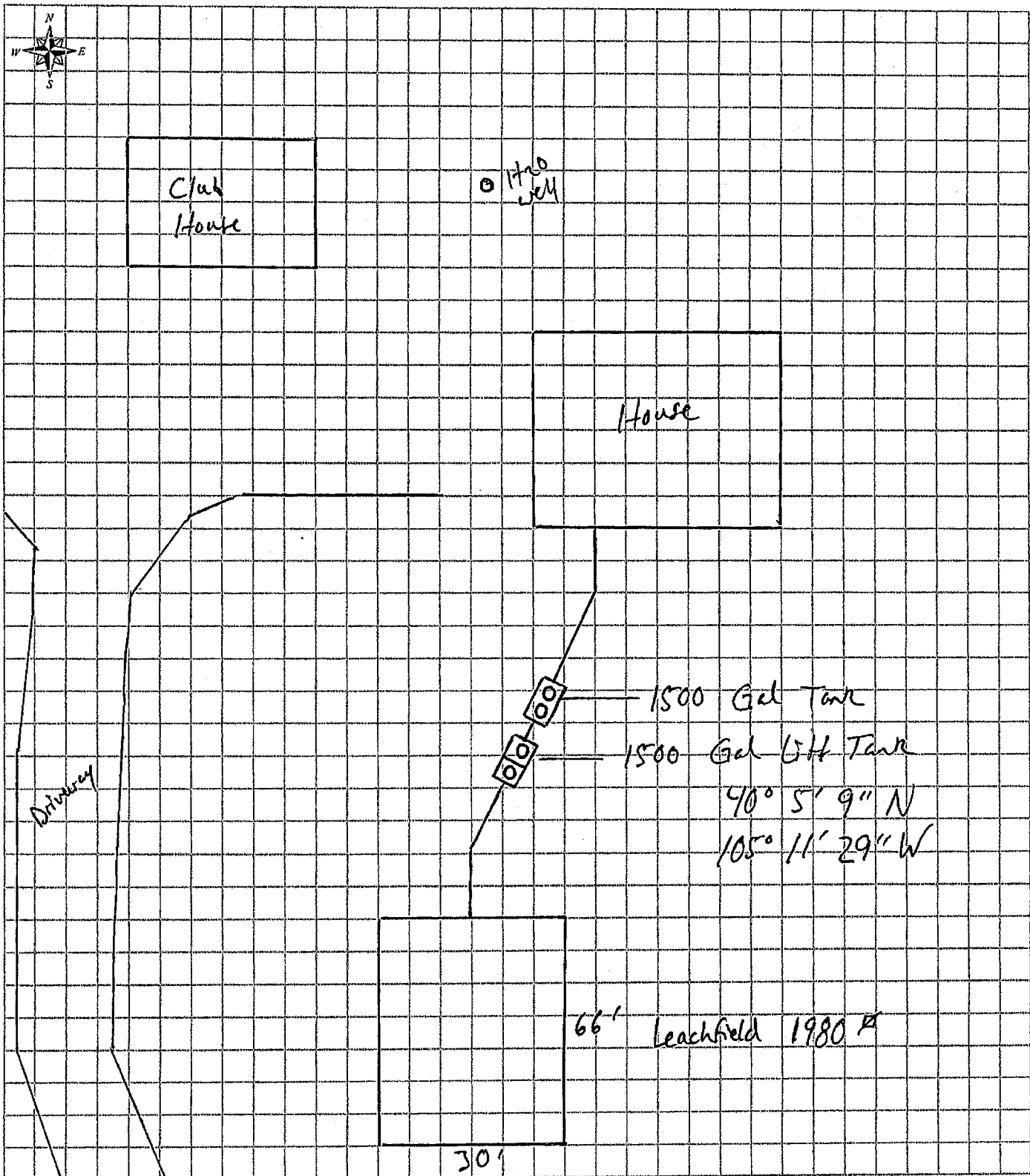
By signing this form, I hereby verify that I am a NAWT or NSF-certified inspector who personally conducted the inspection of this property.

Certified Inspector Signature: [Signature] Date: 7/19/21

Property Address: 5877 Niwat Rd

SECTION IV. SKETCH OF SYSTEM

Make an accurate sketch of the entire system. Include sewer location to structure septic tank(s), lift station, and soil treatment area. Include all pertinent setback locations such as lakes, rivers, irrigation ditches and water wells.



ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT

This ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT (the "Agreement") is entered into this 2nd day of November, 2021 (the "Effective Date") by and between HAYSTACK HOLDINGS LLC ("Haystack") and JACLYN AND ANDERS HESTER (collectively, "Hester").

RECITALS

- A. Haystack is the owner of the Parcels 2 and 3 (defined below).
- B. Hester is the owner of Parcel 1 (defined below)
- B. The Parcels and the Owners (defined below) are the holders and beneficiaries of access and utility connections to Niwot Road established by the Offsite Easements (defined below)
- C. Haystack wishes to establish an access and utility easement on and across Parcel 1 to the Offsite Easements and as otherwise described herein for the mutual benefit of the Parcels and to establish terms for the use, operation, repair and maintenance of the Easement.
- D. Haystack and Hester wish to establish other rights and obligations as set forth herein.

TERMS AND AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Haystack grants and agree as follows:

1. Definitions:

1.1 "Designated Users" of an Owner shall mean any person or entity, including, without limitation, the tenants, agents, licensees, contractors and invitees of such Owner, entering upon the Easement Areas with the express or implied permission of such Owner for the purposes for which the Easement Areas are intended to be used hereunder

1.2 "Owner" means the the-current fee simple owner of any Parcel.

1.3 "Owners" means collectively, the Owner of each Parcel.

1.4 "Offsite Easements" mean, collectively:

A. An Easement for Ingress, Egress and Utilities reserved in a Deed recorded February 2, 1978, at Reception No. 263441 which provides.

B. An Easement for Utilities set forth in a Replat recorded March 2, 2000, at Reception No. 2025624.

1.5 “Parcel 1” means the real property legally described on Exhibit A-1 and made a part of this Agreement.

1.6 “Parcel 2” means the real property legally described on Exhibit A-2 and made a part of this Agreement.

1.7 “Parcel 3” means the real property legally described on Exhibit A-3 and made a part of this Agreement.

1.8 “Parcels” means, collectively, Parcel 1, Parcel 2, and Parcel 3.

1.9 “Roadway Improvements” means within the Easement Areas any (i) grading, compaction, road base, gravel, asphalt, and other improvements reasonably necessary to maintain a roadway sufficient for vehicular access and in compliance with all applicable governmental regulations, and (ii) any structures or improvements serving the roadway. The Roadway Improvements expressly include the bridge located across Left Hand Creek (the “Bridge”).

1.10 “Roadway Landscaping” landscaping within the Easement Areas per Declarant discretion consistent with the Parcel 1 Site Plan attached as Exhibit B for landscaping within the Roadway Easement.

1.10 “Utility Improvements” means main lines with connection points for water, gas, electric, telecommunications and other utilities now or hereafter located on the Easement Areas and serving the Parcels. The Utility Improvements includes a water line that does not coincide with the Roadway, as shown on Exhibit C-2.

2. Grant of Easement.

2.1 Parcel 1 Easement. Hester hereby grants, establishes, and declares an easement (the “Parcel 1 Easement”) over, across and through the areas of Parcel 1 described and depicted on Exhibit C-1 and Exhibit C-2 and incorporated herein by reference (the “Parcel 1 Easement Area”) for the purposes of:

(a) vehicular and pedestrian access, ingress to and egress from the Parcels (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1);

(b) the use, construction, maintenance, and repair of the Roadway Improvements, fencing and Roadway Landscaping (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1);

(c) the use, operation, installation, maintenance, repair and replacement of Utility Improvements (over, across and through the Access and Utility Easement described and depicted on Exhibit C-1 and the Left Hand Water District Utility Easement described and depicted on Exhibit C-2); and

(d) Emergency Access (over, across and through the Emergency Access Easement described and depicted on Exhibit C-3);

2.2 Parcel 2 Easement. Haystack and Hester hereby mutually grant, establish, and declare an easement (the "Canal Bridge Access Easement" over, across and through the areas of Parcels 1 and 2 generally depicted on Exhibit D (the "Canal Bridge Access Easement Area" for access to the bridge over the Boulder Creek Supply Canal (the "Canal") for use by Parcels 1 and 2 and to the respective portions of the Parcels north of the Canal. The easement for the Canal is generally depicted without metes and bounds and is in the location and of such width sufficient for its purposes.

The Parcel 1 Easement and the Canal Bridge Access Easement are collectively referred to herein as the "Easements". The Parcel 1 Easement Area and the Canal Bridge Access Easement Area are collectively referred to herein as the "Easement Areas". The Easement will be for the benefit of the Parcels and the Owners, may be used by the Owners and the Designated Users, and shall be appurtenant to, for the benefit of, and run with title to the Parcels. The Easement is non-exclusive and the Owner of Parcel 1 will have the right to use the Easement Areas for vehicular and pedestrian access, the use, operation, installation, maintenance, repair and replacement of Utility Improvements serving such Parcel 1, and for all other purposes not inconsistent with the rights granted hereunder. Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that a private driveway serving Parcel 1 will connect directly to the roadway located within the Easement Areas at a location chosen by the Owner of Parcel 1. The Parcel 1 Owner is expressly permitted hereunder to install, construction, and maintain any improvements in the Easement Areas reasonably required for such driveway connection. From time to time the Parcel 1 Owner may, at its cost and expense, relocate the driveway point of connection to another location within the Easement Areas.

3. Term, Termination, and Amendment. The Easement is perpetual and may be terminated, and the terms, covenants, agreements, restrictions and conditions contained in this Agreement may be amended or modified, only by written instrument executed by the then current Owners.

4. Initial Construction.

4.1 Initial Construction. Within twenty four (24) months after the Effective Date, Haystack, at its sole cost and expense, shall construct and install the initial Roadway Improvements, Roadway Landscaping, and Utility Improvements, in accordance with the Design Guidelines and per Plans approved by Boulder County and shall make any and all improvements to the Bridge required to bring the Bridge into compliance with all applicable

governmental regulations or required to make the Bridge useable for Haystack's development of Parcel 3 (collectively, the "Initial Construction"). The Utility Improvements will be located underground except for essential surface appurtenances. The construction may include a temporary road for use during initial phases of the Initial Construction. Haystack shall complete the foregoing Initial Construction within 24 months after the Effective Date.

4.2 Landscape Buffer. Within 24 months of the Effective Date, Haystack shall construct the Landscaping Buffer in accordance with the conceptual landscaping buffer plans identified on the Parcel 1 Site Plan attached as Exhibit B. Hester will contribute \$75,000 toward the costs of the Landscaping Buffer, to be paid to Haystack as costs are incurred by Haystack and invoiced to Hester. As part of the construction of the Landscaping Buffer, Haystack will install appropriate irrigation lines for the Landscape Buffer, but Hester shall have the responsibility to provide water for such irrigation. After construction of the Landscaping Buffer, Hester shall reasonably irrigate and maintain the Landscaping Buffer, including the landscaping and vegetation therein.

4.3 Future Improvements. After the design for the Initial Construction is agreed upon in accordance with Section 4 above, no alterations, changes, additions, modifications, or demolition of the Roadway Improvements, Roadway Landscaping, Landscaping Buffer, or Utility Improvements may be made without the unanimous consent of the Owners, such consent not to be unreasonably withheld, conditioned, or delayed.

5. Use and Maintenance.

5.1 Use of Easement. The Owners and each person or entity entitled to the use and benefit of the Easement, shall not unreasonably interfere with, unreasonably obstruct, or suffer or permit anyone claiming by, through or under such person or entity to unreasonably interfere with, or to unreasonably obstruct, the use and enjoyment of the Easement or Easement Areas by any Owner or any of the Designated Users. The Easement shall only be used by a person or entity entitled to use the same for the purposes for which they are intended and designed and only to serve the Parcels.

5.2 Maintenance and Repair of Easement Areas. After the Initial Construction, the Easement Areas and improvements therein shall be maintained, repaired or replaced pursuant to the following:

A. Routine Maintenance and Repair. Within thirty (30) days after completion of the Initial Construction the Owners will confer and agree on the maintenance, repair, and replacement of the Easement Areas, Roadway Improvements, Roadway Landscaping, and Utility Improvements, including, without limitation, snow removal, landscape maintenance, and road maintenance to be performed for the remainder of the current calendar year and during the subsequent calendar year (the "Yearly Maintenance"). Thereafter, any changes to the Yearly Maintenance must be unanimously agreed upon by all Owners prior to January 1 of each calendar year. At a minimum, the Yearly Maintenance must keep the Easement

Areas in good and safe condition and repair, reasonably free of snow and ice and with healthy landscaping. Each Parcel will be responsible for one-third (1/3) of the cost of the Yearly Maintenance (the "Maintenance and Repair Costs"). The foregoing is subject to subsection D.

B. Billing and Collections. To the extent practical, all Maintenance and Repair Costs will be paid by the Owners directly to the third party providing such service. All such payments will be made on or before the date when due. If any Owner fails to make such payment, any other Owner may pay that Owner's portion of the Maintenance and Repair Costs and will be entitled to reimbursement as set forth below. The Owners may, by mutual agreement, elect one Owner to pay the Maintenance and Repair Costs and that Owner will be entitled to reimbursement as set forth below. Payment of Maintenance and Repair Costs or any other amounts which may be payable by an Owner (the "Payor") to any other Owner (the "Payee") under this Agreement shall be made within thirty (30) days after receipt of billing. If payment is not made within thirty (30) days after receipt of billing therefor: (i) the unpaid balance thereof shall bear interest from the date the payment was due until the date paid at a rate of twelve percent (12%) per annum; (ii) the Payee shall be entitled to bring suit for and to collect the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees; and (iii) the Payee shall have a lien, and be entitled to file a statement of lien, against the Parcel owned by the Payor for the full amount then or thereafter owing on account of the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees, which lien may be foreclosed in the manner for the foreclosure of mortgages in the State of Colorado.

C. Notwithstanding any other provisions of this Agreement, if any repairs to the Easement Areas, the Utility Improvements, or the Road Improvements located thereon are necessitated solely by either (i) construction activities undertaken by such Owner for the benefit of its Parcel or (ii) the negligence or other act or omission of an Owner or of any Designated User of an Owner (either, a "Responsible Owner"), then such repair shall be undertaken by the Responsible Owner, at its sole cost and expense, within a reasonable period of time after the act or omission which necessitated the repairs. If at any time the Responsible Owner shall fail to perform such repair and such failure shall continue for thirty (30) days after another Owner (the "Notice Party") has given the Responsible Owner written notice of such failure, then the Notice Party shall have the right, but not the obligation, to cause such repair to be performed as required herein and the costs incurred by the Notice Party in so doing, together with interest thereon from the date due until paid at the Interest Rate, shall be paid by the Responsible Owner to the Notice Party, as the case may be, upon written demand by the Notice Party, as the case may be, and shall be collectible in the manner provided in Section 5.2(B) above.

D. Notwithstanding the foregoing, the Owners of Parcels 1 and 2 shall solely determine and equally share all costs related to the bridge over the Canal, any

roadways providing access to such bridge and shall have the obligation to procure any rights or permissions to cross the Canal.

6. Bridge. During the Initial Construction and for periods where Parcel 1 is occupied, the Haystack will reasonably perform construction so that the Bridge remains reasonably passable, except for any periods where construction on the bridge itself requires the entire bridge to be closed. Haystack shall take all reasonable steps to minimize any periods in which the entire bridge is closed and to coordinate such construction with periods in which Hester is not using the Bridge.

7. Miscellaneous.

7.1 Notices. All notices required or permitted under the terms of this Agreement shall be in writing and shall be deemed given when a copy thereof, addressed as provided herein, is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Owner at the address of the Parcel or at such other address of which an Owner may notify the other Owners in writing.

7.2 Release on Transfer. Any person or entity holding or acquiring an interest in a Parcel shall be liable for any default or failure to comply herewith which arises or accrues during the period of time in which such person or entity holds an interest in such Parcel, but such person or entity shall not be liable for any default or failure to comply herewith which arises or accrues after such person or entity shall have conveyed or otherwise transferred its entire interest in such Parcel.

7.3 Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado. Enforcement of this Agreement shall be in the State District Court for Boulder County, Colorado. The Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

7.4 Binding Effect. The terms, covenants, agreements, restrictions and conditions in this Agreement shall be construed as covenants running with the land. Each and every one of the benefits, burdens, terms, covenants, agreements and conditions contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parcels and the Owners, and (b) be construed as covenants running with title to the Parcels.

7.5 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Areas or any portion of the Parcels to or for the general public or for any public purpose whatsoever, including, but not limited to, dedication as a public street.

7.6 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other

provision of this Agreement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

7.7 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

7.8 Recitals and Exhibits Incorporated. The recitals and all exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

7.9 Recording. This Agreement will be recorded in the Office of the Clerk and Recorder of Boulder County, Colorado.

7.10 Legal Fees and Court Costs. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to the Easement, this Agreement, or the breach hereof, or the interpretation hereof, the Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

[signature page follows]

IN WITNESS WHEREOF, the Owners have executed this Access and Utility Easement Agreement as of the date first above written.

HAYSTACK HOLDINGS LLC

By _____

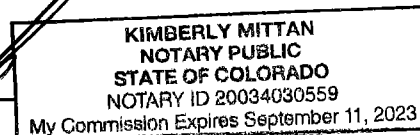
State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 2nd day of November, 2021, by Michael Markel as Manager, on behalf of HAYSTACK HOLDINGS LLC.

Witness my hand and seal.

My commission expires:

Notary Public



Jaclyn Hester

Anders Hester

State of Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 2 day of November, 2021, by Jaclyn Hester and Anders Hester.

Witness my hand and seal.

My commission expires:

Notary Public

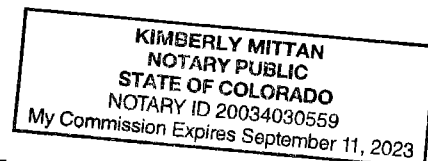


EXHIBIT A
PARCEL LEGAL DESCRIPTIONS

EXHIBIT A-1
LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT A-2
LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT A-3
LEGAL DESCRIPTION OF PARCEL 3

EXHIBIT B
PARCEL 1 SITE PLAN
(to include depiction of all easements on Parcel 1, and concept plans for Roadway
Landscaping and Landscape Buffer)

EXHIBIT C-1
DEPICTION AND LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT

EXHIBIT C-2
DEPICTION AND LEGAL DESCRIPTION OF LEFT HAND
WATER DISTRICT UTILITY EASEMENT

EXHIBIT C-3
DEPICTION AND LEGAL DESCRIPTION OF EMERGENCY ACCESS EASEMENT

EXHIBIT D
DESCRIPTION OF CANAL EASEMENT

Emergency Access Easement Haystack

Legal Description

An Emergency Access Easement, 20 feet in width, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 and along the Westerly Line of a the Brigadoon Glen Replat "A" subdivision as described at Reception No. 2025624 of the Boulder County, Colorado records a distance of 993.18 feet to a point on the Westerly Line of a Utility & Emergency Access parcel of land of said Brigadoon Glen Replat "A" and the **Point of Beginning**;

Thence N90°00'00"W a distance of 10.22 feet to a point of curve;

Thence along a curve to the right whose chord bears N45°07'44"W a distance of 70.55 feet, said curve having a central angle of 89°44'32", a radius of 50.00 feet, an arc length of 78.31 feet to a point of tangent;

Thence N00°15'28"W along said tangent a distance of 55.52 feet to a point of curve;

Thence along a curve to the left whose chord bears N29°03'19"W a distance of 28.90 feet, said curve having a central angle of 57°35'43", a radius of 30.00 feet, an arc length of 30.16 feet to a point of compound curve;

Thence along a curve to the left whose chord bears S79°48'44"W a distance of 390.61 feet, said curve having a central angle of 84°40'10", a radius of 290.00 feet, an arc length of 428.55 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S40°46'35"W a distance of 93.22 feet, said curve having a central angle of 06°35'51", a radius of 810.00 feet, an arc length of 93.27 feet to a point of a non-tangent curve;

Thence along a curve to the right whose chord bears N80°55'37"W a distance of 24.57 feet, said having a central angle of 02°59'44", a radius of 470.00 feet, an arc length of 24.57 feet to a point of a non-tangent curve;

Thence along a curve to the left whose chord bears N41°17'15"E a distance of 104.98 feet, said curve having a central angle of 07°37'11", a radius of 790.00 feet, an arc length of 105.06 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N79°48'44"E a distance of 417.55 feet, said curve having a central angle of 84°40'10", a radius of 310.00 feet, an arc length of 458.11 feet to a point of compound curve;

Thence along a curve to the right whose chord bears S29°03'19"E a distance of 48.17 feet, said curve having a central angle of 57°35'43", a radius of 50.00 feet, an arc length of 50.26 feet to a point of tangent;

Thence S00°15'28"E along said tangent a distance of 55.52 feet to a point of curve;

Thence along a curve to the left whose chord bears S45°07'44"E a distance of 42.33 feet, said curve having a central angle of 89°44'32", a radius of 30.00 feet, an arc length of 46.99 feet to a point of tangent;

Thence N90°00'00"E along said tangent a distance of 10.13 feet to a point on the Westerly Line of said Utility & Emergency Access parcel of land;

Thence S00°15'15"E along said Westerly Line a distance of 20.00 feet to the **Point of Beginning**.

Parcel Contains (14,223 Square Feet) 0.3265 Acres, more or less.

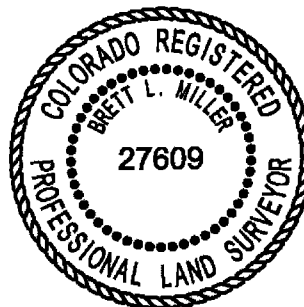
All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 15, 2021

Date of Last Revision:

Prepared By: Brett L. Miller, PLS No. 27609

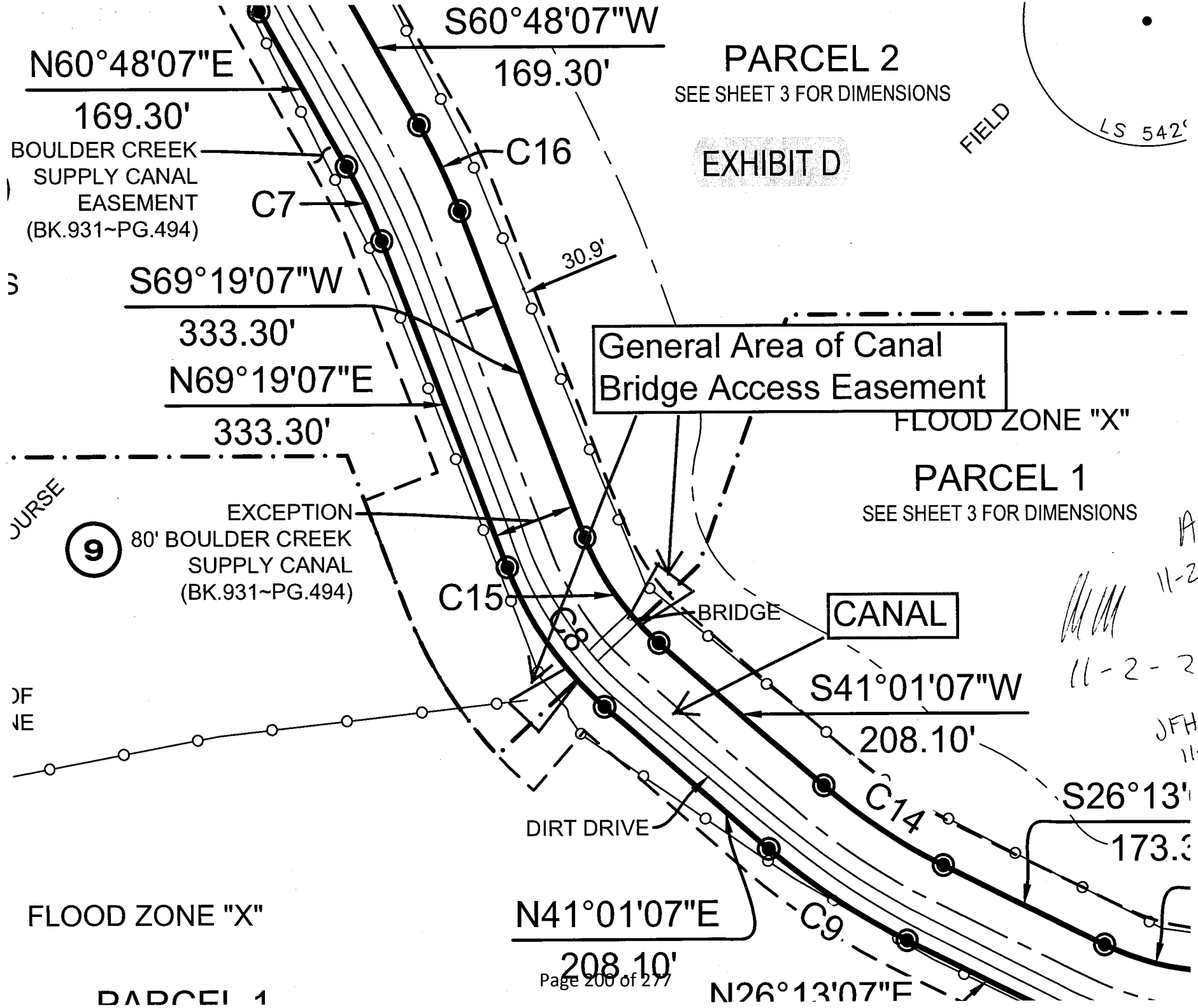
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



MM
11-2-21

JFH
11/2/21

AM
11/2/21 Page 199 of 277



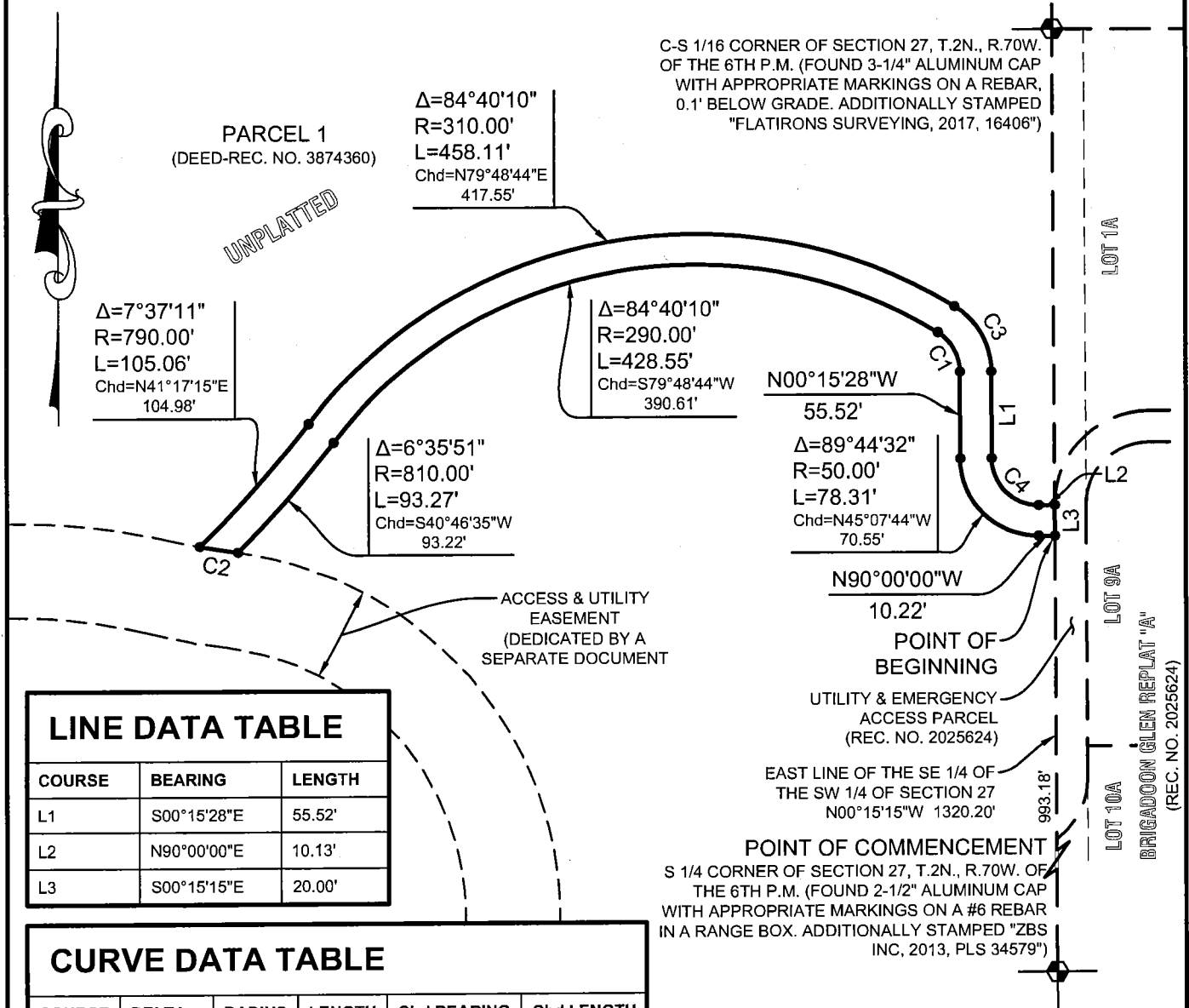
N60°48'07"E

169.30'

BOULDER CREEK
SUPPLY CANAL
EASEMENT
(BK.931~PG.494)

C7

EXHIBIT



LINE DATA TABLE

COURSE	BEARING	LENGTH
L1	S00°15'28"E	55.52'
L2	N90°00'00"E	10.13'
L3	S00°15'15"E	20.00'

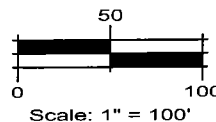
CURVE DATA TABLE

COURSE	DELTA	RADIUS	LENGTH	Chd BEARING	Chd LENGTH
C1	57°35'43"	30.00'	30.16'	N29°03'19"W	28.90'
C2	2°59'44"	470.00'	24.57'	N80°55'37"W	24.57'
C3	57°35'43"	50.00'	50.26'	S29°03'19"E	48.17'
C4	89°44'32"	30.00'	46.99'	S45°07'44"E	42.33'

ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PARCEL CONTAINS
14,223 SQUARE FEET
0.3265 ACRES



BOULDER COUNTY

Drawn By: JDP
Checked By: BLM, JDP
Project No.: 1354.07
Date: 10/15/2021
Scale: 1" = 100'
File Name: \\Projects\Market Enterprises\Wind\Haystack, 1877 Wind\RA\CAD\Exhibits\Easements\Access Easement\Haystack Wind - Emergency Easement.dwg

20' EMERGENCY ACCESS EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

EXHIBIT

MATCH LINE - SEE SHEET 2 OF 3

BOULDER CREEK
SUPPLY CANAL

NE CORNER OF
PARCEL 3, HAYSTACK

N35°03'42"W
794.61'

S89°08'20"W
384.93'

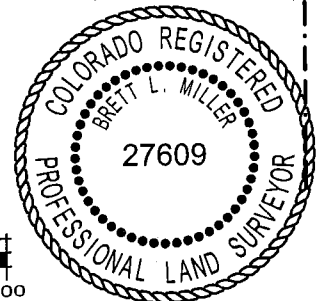
S00°00'00"E
24.85'

POINT OF
TERMINUS

PARCEL 3
(DEED-REC. NO. 3874362)

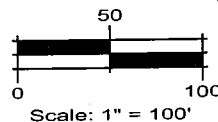
PARCEL 2
(DEED-REC. NO. 3874361)

UNPLATTED



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481



BOULDER COUNTY

Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
Scale: 1" = 100'	File Name: N:\Projects\Water\Enterprises\Winst-Haystack_2077\Ninet PARCADI Exhibit\Easements\Left Hand Water\Haystack Ninet - Water Exam.dwg		

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

20' LEFT HAND WATER DISTRICT UTILITY EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3

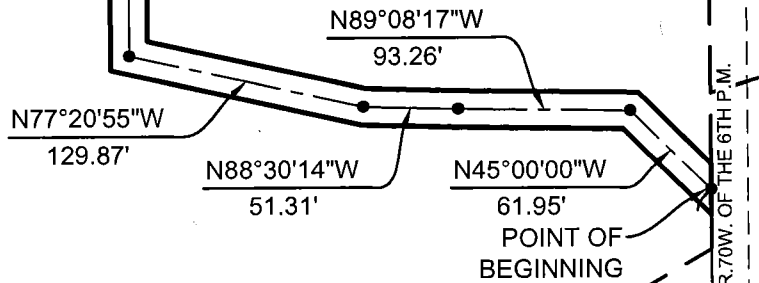
EXHIBIT

MATCH LINE - SEE SHEET 2 OF 3



UNPLATTED

PARCEL 1
(DEED-REC. NO. 3874360)



LOT 12

LOT 11

HAYSTACK MOUNTAIN RANCH
(REC. NO. 90793347)

LOT 8

LOT 9

LOT 10

40' NON-EXCLUSIVE INGRESS
EGRESS AND UTILITY
EASEMENT
(REC. NO. 263441)

20' UTILITY EASEMENT
(REC. NO. 2025624)

SOUTH LINE OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.

NIWOT ROAD

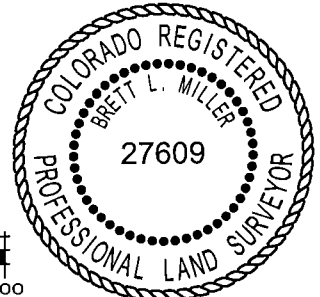
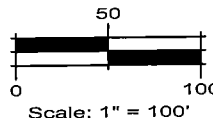
POINT OF COMMENCEMENT
S 1/4 CORNER OF SECTION 27, T.2N., R.70W. OF THE 6TH
P.M. (FOUND 2-1/2" ALUMINUM CAP WITH APPROPRIATE
MARKINGS ON A #6 REBAR IN A RANGE BOX.
ADDITIONALLY STAMPED "ZBS INC, 2013, PLS 34579")

ESC

**ENGINEERING
SERVICE
COMPANY**

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PARCEL CONTAINS
24,886 SQUARE FEET
0.5713 ACRES



BOULDER COUNTY

**20' LEFT HAND WATER DISTRICT
EASEMENT**

Drawn By: JDP Checked By: BLM, JDP Project No.: 1354.07 Date: 10/13/2021

Scale: 1" = 100' File Name: W:\Projects\Market Enterprises\Niwt-Haystack, 3077 Niwt Rd\CAD\Exhibits\Easements\Left Hand Water\Haystack Niwt - Water Esmt.dwg

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

JFH 11/2/21

AA 11/2/21

Page 204 of 277

11-2-21

**Left Hand Water District
Utility Easement
Haystack**

Legal Description

A Utility Easement, 20 feet wide, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, lying 10 feet on each side of the following described centerline with each side being lengthened or shortened at vested property lines:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 a distance of 457.95 feet to the **Point of Beginning**;

Thence N45°00'00"W a distance of 61.95 feet;

Thence N89°08'17"W a distance of 93.26 feet;

Thence N88°30'14"W a distance of 51.31 feet;

Thence N77°20'55"W a distance of 129.87 feet;

Thence N00°07'04"W a distance of 309.63 feet;

Thence N45°00'00"W a distance of 188.51 feet;

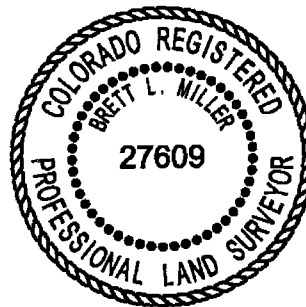
Thence S89°08'20"W a distance of 384.93 feet;

Thence S00°00'00"E a distance of 24.85 feet to the **Point of Terminus**, from whence the Northeast Corner of adjoining parcel of land described at Reception No. 3874362 bears N35°03'42"W a distance of 794.61 feet.

Parcel Contains (24,886 Square Feet) 0.5713 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021
Date of Last Revision:
Prepared By: Brett L. Miller, PLS No. 27609
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



AW
11/2/21

JFH 11/2/21

11-2-21

EXHIBIT

C-S 1/16 CORNER OF SECTION 27, T.2N., R.70W.
OF THE 6TH P.M. (FOUND 3-1/4" ALUMINUM CAP
WITH APPROPRIATE MARKINGS ON A REBAR,
0.1' BELOW GRADE. ADDITIONALLY STAMPED
"FLATIRONS SURVEYING, 2017, 16406")

MATCH LINE - SEE SHEET 3 OF 3

S89°08'20"W
384.93'

N45°00'00"W
188.51'

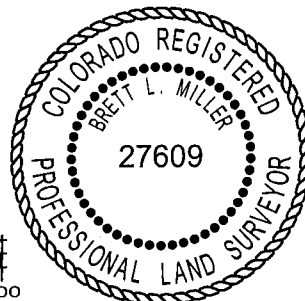
N00°07'04"W
309.63'

10.0' - TYP.

10.0' - TYP.

PARCEL 1
(DEED-REC. NO. 3874360)

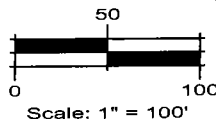
UNPLATTED



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

MATCH LINE - SEE SHEET 1 OF 3



BOULDER COUNTY

20' LEFT HAND WATER DISTRICT EASEMENT

Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
Scale: 1" = 100'	File Name: N:\Projects\Water\Enterprise\Niwot-Haystack, 5977 Niwet Rd\CAU\Exhibits\Easements\Left Hand Water\Haystack Niwet - Water Esm.dwg		

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

Access and Utility Easement Haystack

Legal Description

An Access and Utility Easement, generally 60 feet in width, situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N00°15'15"W along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 and along the easterly line of a Non-exclusive Ingress Egress and Utility Easement as described at Reception No. 263441 of the Boulder County, Colorado records a distance of 424.95 feet to the Northeast Corner of said Non-exclusive Ingress Egress and Utility Easement and the Northeast Corner of Lot 12, Haystack Mountain Ranch as recorded at Reception No. 90793347 of the Boulder County, Colorado Records, said point being the **Point of Beginning**;

Thence S60°28'31"W along the North Line of said Non-exclusive Ingress Egress and Utility Easement and the North Line of said Lot 12 a distance of 32.38 feet to a point of non-tangent curve;

Thence along a curve to the left whose chord bears N50°20'55"W a distance of 81.01 feet, said curve having a central angle of 83°22'52", a radius of 60.90 feet, an arc length of 88.63 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N84°39'04"W a distance of 110.59 feet, said curve having a central angle of 14°46'34", a radius of 430.00 feet, an arc length of 110.89 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears N85°50'18"W a distance of 110.34 feet, said curve having a central angle of 17°09'01", a radius of 370.00 feet, an arc length of 110.75 feet to a point of tangent;

Thence S85°35'12"W along said tangent a distance of 16.76 feet to a point of curve;

Thence along a curve to the right whose chord bears N33°11'09"W a distance of 173.55 feet, said having a central angle of 122°27'17", a radius of 99.00 feet, an arc length of 211.59 feet to a point of tangent;

Thence N28°02'29"E along said tangent a distance of 51.01 feet to a point of curve;

Thence along a curve to the left whose chord bears N27°11'30"W a distance of 288.49 feet, said curve having a central angle of 110°27'58", a radius of 175.59 feet, an arc length of 338.54 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N79°41'25"W a distance of 50.57 feet, said curve having a central angle of 05°28'09", a radius of 530.00 feet, an arc length of 50.59 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S88°44'31"W a distance of 182.81 feet, said curve having a central angle of 28°36'18", a radius of 370.00 feet, an arc length of 184.72 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N87°27'44"W a distance of 267.16 feet, said curve having a central angle of 36°11'49", a radius of 430.00 feet, an arc length of 271.65 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears N79°06'18"W a distance of 91.37 feet, said curve having a central angle of 19°28'57", a radius of 270.00 feet, an arc length of 91.81 feet to a point lying on the easterly line of a parcel of land described at Reception No. 3874362 of the Boulder County, Colorado records;

Thence N03°58'05"W along the easterly line of said parcel non-tangent to the last described curve a distance of 58.75 feet;

Thence N57°17'52"W continuing along said easterly line a distance of 2.68 feet to a point lying non-tangent on a curve;

Thence along a curve to the right whose chord bears S79°45'31"E a distance of 119.08 feet, said curve having a central angle of 20°47'23", a radius of 330.00 feet, an arc length of 119.74 feet to a point of reverse curve;

AH 11/2/21

Page 207 of 272 - 21

JFH
11/2/21

Sheet 1 of 2

Thence along a curve to the left whose chord bears S87°27'44"E a distance of 229.88 feet, said curve having a central angle of 36°11'49", a radius of 370.00 feet, an arc length of 233.75 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears N88°44'31"E a distance of 212.46 feet, said curve having a central angle of 28°36'18", a radius of 430.00 feet, an arc length of 214.68 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S79°41'25"E a distance of 44.85 feet, said curve having a central angle of 05°28'09", a radius of 470.00 feet, an arc length of 44.86 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S27°11'30"E a distance of 387.07 feet, said curve having a central angle of 110°27'58", a radius of 235.59 feet, an arc length of 454.22 feet to a point of tangent;

Thence S28°02'29"W along said tangent a distance of 51.01 feet to a point of curve;

Thence along a curve to the left whose chord bears S33°11'09"E a distance of 68.37 feet, said curve having a central angle of 122°27'17", a radius of 39.00 feet, an arc length of 83.35 feet to a point of tangent;

Thence N85°35'12"E along said tangent a distance of 16.76 feet to a point of curve;

Thence along a curve to the right whose chord bears S85°50'18"E a distance of 128.23 feet, said curve having a central angle of 17°09'01", a radius of 430.00 feet, an arc length of 128.71 feet to a point of reverse curve;

Thence along a curve to the left whose chord bears S84°39'04"E a distance of 95.15 feet, said curve having a central angle of 14°46'34", a radius of 370.00 feet, an arc length of 95.42 feet to a point of reverse curve;

Thence along a curve to the right whose chord bears S78°26'39"E a distance of 56.84 feet, said curve having a central angle of 27°11'24", a radius of 120.90 feet, an arc length of 57.37 feet to a point of non-tangent curve;

Thence along a curve to the left whose chord bears N23°45'54"E a distance of 16.28 feet, said curve having a central angle of 48°02'18", a radius of 20.00 feet, an arc length of 16.77 feet to a point of tangent;

Thence N00°15'15"W along said tangent a distance of 10.00 feet;

Thence N89°44'45"E a distance of 30.00 feet to a point on the East Line of the Southeast ¼ of the Southwest ¼ of said section 27;

Thence S00°15'15"E along the East Line of the Southeast ¼ of the Southwest ¼ of said Section 27 a distance of 109.35 feet to the **Point of Beginning**.

Parcel Contains (93,997 Square Feet) 2.1579 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021
Date of Last Revision:
Prepared By: Brett L. Miller, PLS No. 27609
For and on behalf of Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



AH

11/2/21

JFH

11-2-21

EXHIBIT A

PARCEL 3

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 27;

THENCE N00°09'44"E ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 AND ALONG THE WESTERLY LINE OF LOT 1, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS, A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°09'44"E ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 972.49 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S87°53'52"E A DISTANCE OF 36.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 9°42'01", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 36.15 FEET TO A POINT OF TANGENT;
2. THENCE N87°15'07"E ALONG SAID TANGENT A DISTANCE OF 294.60 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARDS N75°23'07"E A DISTANCE OF 136.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°44'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 137.32 FEET TO A POINT OF TANGENT;
4. THENCE N63°31'07"E ALONG SAID TANGENT A DISTANCE OF 6.20 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S86°59'53"E A DISTANCE OF 121.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 58°58'00", A RADIUS OF 123.50 FEET, AN ARC LENGTH OF 127.10 FEET TO A POINT OF TANGENT;

6. THENCE S57°30'53"E ALONG SAID TANGENT A DISTANCE OF 8.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S69°31'53"E A DISTANCE OF 88.90 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°02'00", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 89.55 FEET TO A POINT OF TANGENT;
8. THENCE S81°32'53"E ALONG SAID TANGENT A DISTANCE OF 67.70 FEET TO A POINT OF CURVE;
9. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N84°29'07"E A DISTANCE OF 113.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°56'00", A RADIUS OF 236.00 FEET, AN ARC LENGTH OF 115.06 FEET TO A POINT OF TANGENT;
10. THENCE N70°31'07"E ALONG SAID TANGENT A DISTANCE OF 500.20 FEET TO A POINT OF CURVE;
11. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N70°19'58"E A DISTANCE OF 4.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00°22'18", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 4.01 FEET;

THENCE S00°13'44"E NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 472.31 FEET;

THENCE S57°17'52"E A DISTANCE OF 196.25 FEET;

THENCE S03°58'05"E A DISTANCE OF 260.76 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S84°02'44"W A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S73°52'07"W A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET;

THENCE S37°27'21"W NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 729.68 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 410.56 FEET;

THENCE N80°42'29"W AND CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 601.62 FEET TO THE

POINT OF BEGINNING.

**LEGAL DESCRIPTION PREPARED BY BRETT L. MILLER, PLS NO. 27609. FOR
AND ON BEHALF OF ENGINEERING SERVICE COMPANY**

PARCEL 4

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
FEBRUARY 2, 1978 AT RECEPTION NO. 263441, BOULDER COUNTY RECORDS.**

PARCEL 5

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
APRIL 7, 1978 AT RECEPTION NO. 272968, BOULDER COUNTY RECORDS.**

EXHIBIT A

PARCEL 2

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET TO THE POINT OF BEGINNING;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 80.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE NORTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SIX (6) COURSES:

- 1. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 95.80 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 96.39 FEET TO A POINT OF TANGENT;**
- 2. THENCE S69°19'07"W ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S65°03'37"W A DISTANCE OF 90.29 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 608.00 FEET, AN ARC LENGTH OF 90.38 FEET TO A POINT OF TANGENT;**
- 4. THENCE S60°48'07"W ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S65°39'37"W A DISTANCE OF 91.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°43'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 91.24 FEET TO A POINT OF TANGENT;**
- 6. THENCE S70°31'07"W ALONG SAID TANGENT A DISTANCE OF 233.38 FEET;**

THENCE N00°01'40"E A DISTANCE OF 1050.05 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27;

THENCE S89°58'20"E ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 224.00 FEET TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SOUTHWEST ¼ A DISTANCE OF 408.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 160.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S42°38'26"E A DISTANCE OF 105.00 FEET TO A POINT LYING RADIALLY ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 166.27 FEET AND ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET TO A POINT OF TANGENT;

THENCE S69°19'07"W ALONG SAID TANGENT AND ALONG THE SOUTHERLY LINE AND THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET;

THENCE S00°05'09"E A DISTANCE OF 1518.80 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 8, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S89°54'51"W ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOT 7 OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 224.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 7;

THENCE S00°07'52"E ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 160.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NIWOT ROAD;

THENCE S89°54'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 500.89 FEET TO THE EASTERLY CORNER OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 209.43 FEET;

THENCE N37°27'21"E A DISTANCE OF 729.68 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N73°52'07"E A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N84°02'44"E A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET;

THENCE N03°58'05"W A DISTANCE OF 260.76 FEET;

THENCE N57°17'52"W A DISTANCE OF 196.25 FEET;

THENCE N00°13'44"W A DISTANCE OF 472.31 FEET TO A POINT OF CURVE LYING ON THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING FIVE (5) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS**

N65°28'28"E A DISTANCE OF 100.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°20'42", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 100.80 FEET TO A POINT OF TANGENT;

- 2. THENCE N60°48'07"E ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N65°03'37"E A DISTANCE OF 78.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 528.00 FEET, AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENT;**
- 4. THENCE N69°19'07"E ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 126.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 127.05 FEET TO THE POINT OF BEGINNING.**

EXHIBIT "A"

PARCEL 1

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S00°17'15"E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 1322.58 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 27;

THENCE S00°15'15"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 895.26 FEET TO THE NORTHEAST CORNER OF LOT 12, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S60°28'31"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 457.09 FEET;

THENCE S89°54'51"W CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 375.87 FEET;

THENCE N00°05'09"W A DISTANCE OF 1518.80 FEET;

THENCE N69°19'07"E ALONG THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY AND THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 166.27 FEET AND CONTINUING ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE

OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N44°11'21"E A DISTANCE OF 36.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 36.69 FEET TO A POINT OF TANGENT;
2. THENCE N41°01'07"E ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N33°37'07"E A DISTANCE OF 159.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 159.63 FEET TO A POINT OF TANGENT;
4. THENCE N26°13'07"E ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N14°11'07"E A DISTANCE OF 138.22 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 139.24 FEET TO A POINT OF TANGENT;
6. THENCE N02°09'07"E ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N14°46'45"E A DISTANCE OF 63.83 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°15'15", A RADIUS OF 146.00 FEET, AN ARC LENGTH OF 64.35 FEET TO A POINT LYING NON-TANGENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 171.66 FEET TO THE POINT OF BEGINNING. TOGETHER WITH COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 257.84 FEET TO A POINT LYING NON-TANGENT ON A CURVE ON THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S09°43'03"W A DISTANCE OF 59.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°07'51", A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 59.68 FEET TO A POINT OF TANGENT;
2. THENCE S02°09'07"W ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARDS S14°11'07"W A DISTANCE OF 104.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 105.64 FEET TO A POINT OF TANGENT;
4. THENCE S26°13'07"W ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S33°37'07"W A DISTANCE OF 138.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 138.97 FEET TO A POINT OF TANGENT;
6. THENCE S41°01'07"W ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S44°11'21"W A DISTANCE OF 27.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 27.83 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 80.00 FEET;

THENCE N69°55'18"W A DISTANCE OF 254.38 FEET;

THENCE N00°02'25"W A DISTANCE OF 500.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 639.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT

MATCH LINE - SEE SHEET 2 OF 3



$\Delta=122^{\circ}27'17''$
 $R=99.00'$
 $L=211.59'$
 $\text{Chd}=N33^{\circ}11'09''W$
 $173.55'$

$S85^{\circ}35'12''W$
 $16.76'$

$\Delta=17^{\circ}09'01''$
 $R=370.00'$
 $L=110.75'$
 $\text{Chd}=N85^{\circ}50'18''W$
 $110.34'$

POINT OF BEGINNING
 $S60^{\circ}28'31''W$
 $32.38'$

PARCEL 1
 (DEED-REC. NO. 3874360)

LOT 12

LOT 11

HAYSTACK MOUNTAIN RANCH
 (REC. NO. 90793347)

40' NON-EXCLUSIVE INGRESS
 EGRESS AND UTILITY
 EASEMENT
 (REC. NO. 263441)

20' UTILITY EASEMENT
 (REC. NO. 2025624)

LOT 8

LOT 9

LOT 10

SOUTH LINE OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.

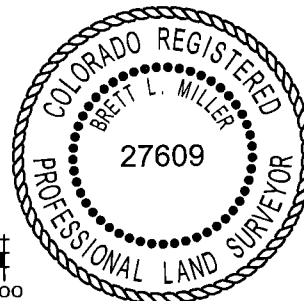
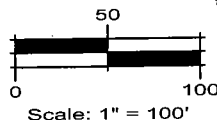
NIWOT ROAD

POINT OF COMMENCEMENT
 S 1/4 CORNER OF SECTION 27, T.2N., R.70W. OF THE 6TH
 P.M. (FOUND 2-1/2" ALUMINUM CAP WITH APPROPRIATE
 MARKINGS ON A #6 REBAR IN A RANGE BOX.
 ADDITIONALLY STAMPED "ZBS INC, 2013, PLS 34579")

ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
 Aurora, Colorado 80014
 P 303.337.1393 | F 303.337.7481

PARCEL CONTAINS
 93,997 SQUARE FEET
 2.1579 ACRES



BOULDER COUNTY

Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
File Name: N:\Projects\Boulder\Haystack\5077\Niwt\Road\Exhibit\Access Easement\Haystack Niwt - Access Utl Easmt.dwg			
Scale: 1" = 100'			

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

ACCESS & UTILITY EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

AH 11/2/21

JFH 11/2/21

EXHIBIT

C-S 1/16 CORNER OF SECTION 27, T.2N., R.70W.
OF THE 6TH P.M. (FOUND 3-1/4" ALUMINUM CAP
WITH APPROPRIATE MARKINGS ON A REBAR,
0.1' BELOW GRADE. ADDITIONALLY STAMPED
"FLATIRONS SURVEYING, 2017, 16406")

CURVE DATA TABLE

COURSE	DELTA	RADIUS	LENGTH	Chd BEARING	Chd LENGTH
C1	83°22'52"	60.90'	88.63'	N50°20'55"W	81.01'
C2	14°46'34"	430.00'	110.89'	N84°39'04"W	110.59'
C3	122°27'17"	39.00'	83.35'	S33°11'09"E	68.37'
C4	17°09'01"	430.00'	128.71'	S85°50'18"E	128.23'
C5	14°46'34"	370.00'	95.42'	S84°39'04"E	95.15'
C6	27°11'24"	120.90'	57.37'	S78°26'39"E	56.84'
C7	48°02'18"	20.00'	16.77'	N23°45'54"E	16.28'

EMERGENCY ACCESS
EASEMENT
(DEDICATED BY A
SEPARATE DOCUMENT)

$\Delta=5^{\circ}28'09''$
 $R=470.00'$
 $L=44.86'$
Chd=S79°41'25"E
44.85'

$\Delta=110^{\circ}27'58''$
 $R=235.59'$
 $L=454.22'$
Chd=S27°11'30"E
387.07'

$\Delta=5^{\circ}28'09''$
 $R=530.00'$
 $L=50.59'$
Chd=N79°41'25"W
50.57'

$\Delta=110^{\circ}27'58''$
 $R=175.59'$
 $L=338.54'$
Chd=N27°11'30"W
288.49'

LINE DATA TABLE

COURSE	BEARING	LENGTH
L1	N85°35'12"E	16.76'
L2	N00°15'15"W	10.00'
L3	N89°44'45"E	30.00'
L4	S00°15'15"E	109.35'

PARCEL 1
(DEED-REC. NO. 3874360)

UNPLATTED

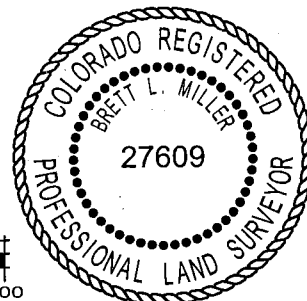
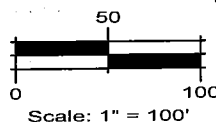
N28°02'29"E
51.01'

S28°02'29"W
51.01'

MATCH LINE - SEE SHEET 1 OF 3

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ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481



BOULDER COUNTY

Drawn By: JDP Checked By: BLM, JDP Project No.: 1354.07 Date: 10/13/2021

Scale: 1" = 100' File Name: \\Projects\Market Enterprises\Winol-Haystack, 5877 N\Red R\CA\DE\Exhibits\Easements\Access Eas\Haystack Mine - Access Util Eas\dwg

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

ACCESS & UTILITY EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

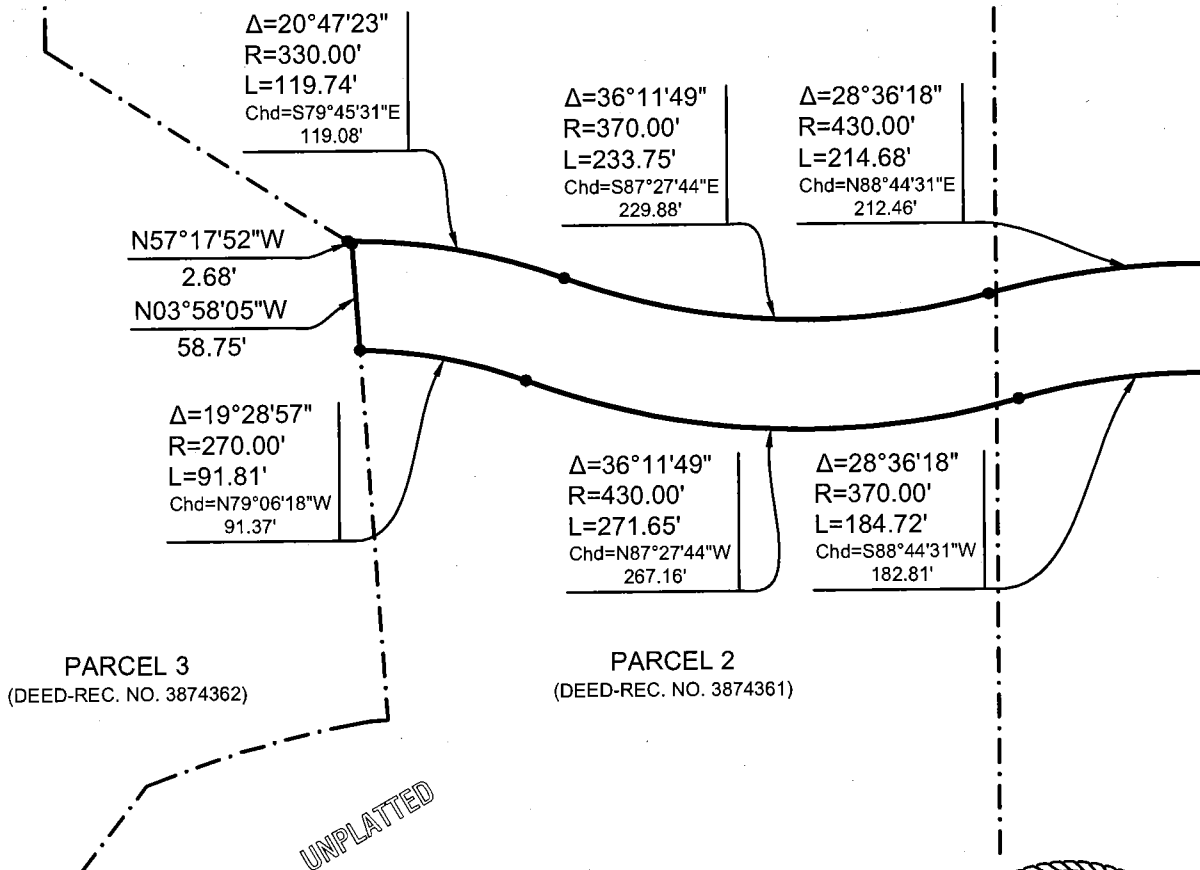
SHEET 2 OF 3

AH 11/2/21

JFH 11/2/21

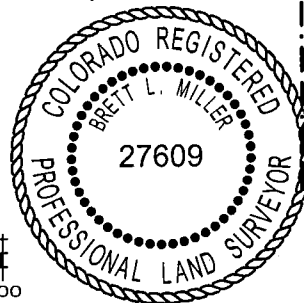
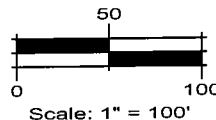
EXHIBIT

MATCH LINE - SEE SHEET 2 OF 3



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481



BOULDER COUNTY

Drawn By: JDP	Checked By: BLM, JDP	Project No.: 1354.07	Date: 10/13/2021
Scale: 1" = 100'	File Name: N:\Projects\Market Enterprises\Wind-Haystack, 5877 N\Wind-Rd\CAD\Exhibits\Easements\Access Esmbl\Haystack N\Wind - Access Util Esmbl.dwg		

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

ACCESS & UTILITY EASEMENT

A PART OF THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3

AM 11/2/21

JFH 11/2/21

**DECLARATION
OF COVENANTS
FOR HAYSTACK RANCH**

PREAMBLE

THIS DECLARATION OF COVENANTS FOR HAYSTACK RANCH (the "Declaration") is made on the date hereinafter set forth by HAYSTACK HOLDINGS LLC ("Declarant").

Declarant hereby submits the real property described on Exhibits A-1, A-2 and A-3, together with all rights, and appurtenances thereto, and improvements thereon to the Covenants set forth herein. Declarant does not submit the property to the provisions of the Colorado Common Interest Ownership Act.

ARTICLE ONE: DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1 COUNTY as applicable means the County of Boulder, State of Colorado. COUNTY REQUIREMENTS means any requirements of the County by law or agreement.

1.2 DESIGN REVIEW GUIDELINES means those certain Design Review Guidelines recorded as of even date herewith and any amendments and modifications thereto approved unanimously by the Owners.

1.3 IMPROVEMENTS mean:

(a) all exterior improvements, structures, auxiliary structures, fences, landscaping (other than seeding of Agricultural Areas) and any attachments or appurtenances thereto or components thereof of every type or kind; and

(b) any change, alteration, modification, expansion, removal, demolition, or addition to any existing or previously approved Improvements, including any change of exterior appearance, finish material, color, or texture.

1.4 LOT means each of Parcels 1-3 as identified in Exhibit A-1, A-2, and A-3. Lot shall include any Improvement thereon. An individual Lot shall be referred to as 'Lot ____' or 'Parcel ____' (number inserted). The Lots may collectively be referred to as the Lots or Parcels.

1.5 OWNER means the record owner of the fee simple title to any Lot that is subject to this Declaration.

1.6 PROPERTY means all of the Property identified on Exhibits A-1, A-2 and A-3, which includes the Lots.

1.7 ROADWAY means the principal roadway serving the Lots as set forth in an ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT recorded contemporaneously herewith.

ARTICLE TWO: SCOPE OF THE DECLARATION

2.1 Property Subject to this Declaration. As the Owner of fee simple title to the Property, Declarant by recording this Declaration does hereby subject the Property to the provisions of this Declaration.

2.2 Conveyances Subject to this Declaration. All covenants, conditions, and restrictions granted or created by this Declaration are covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having any interest in the Property, their respective heirs, successors, personal representatives, or assigns.

Any instrument recorded subsequent to this Declaration and purporting to establish and affect any interest in the Property shall be subject to the provisions of this Declaration despite any failure to make reference thereto.

ARTICLE THREE: CONSTRUCTION AND MAINTENANCE

3.1 Removal of Buildings on Parcel 1. Declarant has already removed the playground, small playhouse near the entry to Parcel 1, the small chicken coup located next to the front yard garden, and various other improvements or features on Parcel 1. The Declarant, at its sole cost and expense, will remove the garage and barn within 12 months of the Effective Date. The Owner of Parcel 1, at its sole cost and expense, will remove the privacy fencing around the house and yard at and in connection with the commencement of any substantial new construction or remodel of the house on Parcel. All other structures located on Parcel 1 including without limitation the main house, the golf lesson hut, the clubhouse, the garden, are not required to be removed but are subject to the requirements of paragraph 3.3. Declarant has no responsibility for the condition, safety or functionality of structures or improvements remaining on Parcel 1, including the suitability of any such improvements for use or construction, and the same are accepted 'as is' by any subsequent buyer of Parcel 1.

(a) Prior to Declarant's conveyance of Parcel 1 to the first purchaser, Declarant will remove all personal property remaining on Parcel 1, cause the house and clubhouse to be reasonably cleaned to 'broom clean' condition, and removal all broken appliances from Parcel 1.

(b) The 'Clubhouse' will maintain a footprint and height not greater than its existing footprint and height but must be re-modelled or reconstructed to comply with the Design Review Guidelines as provided in paragraph 3.3.

3.2. Architectural Control. No Improvement shall be made, removed, or altered with respect to a Lot or any Improvement thereon that does not comply with the Design Review Guidelines. Not less than sixty (60) days prior to commencing the construction or alteration of an Improvement, the Owner undertaking such work (the "Improvement Owner") will provide a copy of the following to the other Owners (the "Reviewing Owners") for their review.

- a. Elevations of All Structures
- b. Roof Plans
- c. Exterior Finish Schedule
- d. Exterior Lighting Schedule
- e. Site Grading Plan
- f. Landscape Plan and Fence Design
- g. Irrigation Plan
- h. Revegetation Plan
- i. Proposed Entry Gates

All designs for residential structures shall be prepared by an AIA Architect experienced in custom home designs. Principal residential structures shall have at least 4,000 square feet above ground level. If a Reviewing Owner in good faith believes that the proposed work does not comply with the Design Review Guidelines, then such Reviewing Owner will notify the Improvement Owner and the parties will have 30 days to negotiate a resolution, which they will do in good faith. If such resolution is not reached, then the Improvement Owner and Reviewing Owner will retain an architect familiar with high end custom design licensed in the state of Colorado who has not done business with any Owner to review and determine if the proposed work complies with the Design Review Guidelines. The Owner and Reviewing Owner will share all fees and costs of the architect provided that if the Architect determines that the proposed work as initially submitted substantially complies with the Design Guidelines, the Reviewing Owner shall pay all fees and costs of the architect. The architect's decision will be final and binding upon all Owners. Once commenced, Owners will diligently pursue all construction and alterations to completion in strict accordance with the designs including any changes resulting from architect review. The foregoing does not apply to Improvements required and approved under the ACCESS AND UTILITY EASEMENT GRANT AND AGREEMENT recorded contemporaneously herewith.

3.3 Construction of Parcel 1. Subject to delay caused by local governmental authorities, the Owner who first acquires Parcel 1 from Declarant will commence and complete construction of the redevelopment, remodel or reconstruction of the house (either as a remodel of the existing house or the demolition of the existing house and construction of a new house), club lesson hut, clubhouse, all other remaining structures on Parcel 1 and related landscaping in accordance with the Design Review Guidelines within forty-eight (48) months after the date of such acquisition. The foregoing initial redevelopment of Parcel 1 will comply with the Design Review Guidelines and is subject to Section 3.2 above.

3.4 Building Envelopes. All Improvements on Lots shall be located within the Building Envelopes set forth in Exhibits B-1, B-2 and B-3 on Lots other than (i) those permitted for the Agricultural Areas under Paragraph 3.5 (ii) those permitted under paragraphs 3.7 and 3.8 and those related to roadway, utility and other easements established in connection with the Lots and Property. The Building Envelopes and all landscaping and structures therein shall be kept in a well-maintained, orderly and clean condition.

3.5 Agricultural Areas. The portions of the Property outside of the Building Envelopes are termed the Agricultural Areas and shall be subject to the following restrictions.

(a) The Agricultural Areas shall be either maintained in a predominantly natural state consisting of native grasses and trees or used solely for agricultural cultivation or horse or livestock grazing.

(b) There shall be no development, construction, or Improvement on the Agricultural Areas other than per the Easements on the Property, recreational trails, dirt roadways, irrigation facilities, and water storage reasonably necessary to conduct agricultural activities or grazing. No commercial activities shall be conducted on the Property other than the sale of hay without the consent of all Owners. Notwithstanding the foregoing:

(i). The Declarant reserves the right to (i) install one or more crossings for each parcel over Left Hand Creek at times and locations determined by Declarant (ii) construct two lofting sheds on Parcels 2 and 3 (iii) construct drive cuts and roadways off Niwot Road to provide access to Parcels 2 and 3 and (iv) maintain the existing area on Parcel 2 for farm equipment, a fuel tank and related facilities; and

(ii). The Owner of Parcel 1 shall have the right to (i) install a crossing for Parcel 1 over Left Hand Creek at a time and location on Parcel 1 determined by the Owner of Parcel 1, and (ii) construct a loafing shed on Parcel 1.

(c) The Declarant shall seed the area on Parcel 1 formerly used as a parking area for the golf course and each Owner will seed their other respective Agricultural Areas with dry land pasture or other grasses approved by Boulder County by the spring of 2022. The Owners of each Parcel will be responsible, at their sole cost and expense, for the watering and maintenance of their respective Agricultural Areas, including the seeded areas as provided above, outside of the Roadway Easement. For the period expiring in the fall of 2023, the Owners will cooperate to use the existing irrigation facilities and water from the ponds on Parcel 3 with each lot bearing 1/3 of the reasonable costs associated with such irrigation. Thereafter each Owner will be responsible for all aspects of the maintenance of the Agricultural Areas on such Owner's Lot, including water sources and irrigation.

(d) Each Owner shall be responsible for the following with respect to the Agricultural Areas on their respective Lots:

(i) reasonable irrigation and maintenance to maintain vegetation on the Agricultural Areas in a healthy condition;

- (ii) pest control;
- (iii) periodic mowing and weed control;

3.6 Prairie Dog Removal. Each Owner shall make reasonable efforts to remove all prairie dogs on their respective Lots in accordance with all applicable governmental regulations and thereafter shall continue such removal as needed to eliminate prairie dogs from the Property.

3.7 Parcel Designation Fences. Fences to be installed on the property lines between each Lot (the "Parcel Designation Fences") will comply with the Design Guidelines. . The cost the design, construction, and installation of the Parcel Designation Fence located on the boundary line between Parcel 1 and Parcel 2 will be shared equally between the Owner of Parcel 1 and the Owner of Parcel 2. The cost the design, construction, and installation of the Parcel Designation Fence located on the boundary line between Parcel 2 and Parcel 3 will be shared equally between the Owner of Parcel 2 and the Owner of Parcel 3. The Parcel Designation Fence between each Lot shall include at least 3 gates, including a gate in the proximity of the Boulder Creek Supply Canal. The Parcel Designation Fences will comply with the Design Review Guidelines.

3.8 Boundary Fences. In addition to the Parcel Designation Fences, the Owner of each Lot, at such Owner's individual cost and expense, shall install new fences along the remaining boundary lines of such Owner's Lot (the "Boundary Fences"). . The Boundary Fences will comply with the Design Review Guidelines.

ARTICLE FOUR: RESTRICTIVE COVENANTS AND OBLIGATIONS

6.1 Limitations and Restrictions. All Lots and Improvements shall be held, used, and enjoyed subject to the following limitations and restrictions.

6.2 Use and Occupancy of the Lots. Lots shall be used only for single family residential purposes and residential or agricultural uses. Home business, home offices, and home music and art studio use that do not involve any detectable activity outside the applicable residence is permitted. Any Owner may rent their respective Lots for single family residential terms with lease terms of not less than 3 months. Short term rentals (any period less than 3 months) of any kind, including Air BnB and Vrbo are prohibited. Otherwise, no business or commercial activity is permitted.

6.3 Restrictions on Signs and Advertising Devices. Except as specifically provided by law, no sign, poster, billboard, advertising device, entry structure, or display of any kind shall be erected or maintained anywhere within the Property other than a reasonable sign or structure stating the address of a Lot.

6.4 Compliance with Laws. Any use, activity, construction, or other act on a Lot shall be in accordance with all applicable laws, including County Requirements. No unlawful use shall be permitted or conducted on any Lot.

6.5 Golf. No golf activities or golf features or facilities shall be kept, maintained, installed, or operated other than (a) the existing clubhouse on Parcel 1, but only for residential purposes and not for golf activities and subject to paragraph 3.3; (b) the golf lesson hut on Parcel 1 but only for residential purposes and not for golf activities and subject to paragraph 3.3; , (c) a single golf practice green on Parcel 1 and (d) the green of hole no. 4 on Parcel 3.

6.6. Clean and Orderly Condition. Each Owner shall comply with the following: maintain their respective Lots in a clean and orderly condition (but consistent with the rural and agricultural nature of the Property); maintain all landscaping and vegetation; keep pets, horses or livestock in reasonable numbers and in a manner that does not disturb other Owners; vehicles shall be parked within the building envelopes; inoperable vehicles shall be kept in structures; solar arrays shall be located only on roofs; there shall be no antennas or other receiving or transmitting features extending above the top of roof; trash and trash cans shall be kept in enclosures

6.7 No Subdivision. Lots may not be subdivided without the consent of all Owners. Multiple dwelling units are not permitted, provided that a single caretaker or accessory dwelling unit may be approved, subject to applicable law, by unanimous consent of the Owners.

ARTICLE SEVEN: GENERAL PROVISIONS

7.1 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land in perpetuity until this Declaration is terminated and shall bind the heirs, successors and assigns of the Declarant and all Owners.

7.2 Amendments by Owners. All Amendments require the consent of all Owners.

7.3 No Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

7.4. Enforcement. Enforcement of this Agreement shall be in the State District Court for Boulder County, Colorado. The Court shall have the authority in its discretion to award and apportion costs and attorneys' fees based on the relative success of the parties on the issues presented for hearing.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 2 day of November, 2021 (the "Effective Date").

HAYSTACK HOLDINGS LLC

By 

STATE OF COLORADO)

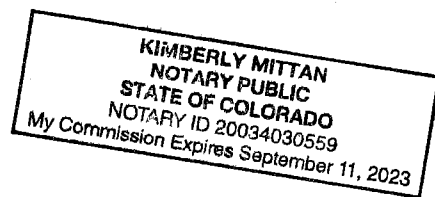
) ss.

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 2 day of November, 2020, by Michael Markel of HAYSTACK HOLDINGS LLC, a Colorado Limited Liability Company by Michael Markel as Manager .

My commission expires: _____
WITNESS my hand and official seal.


Notary Public



**EXHIBIT A
TO DECLARATION
OF
HAYSTACK RANCH**

**LEGAL DESCRIPTION OF THE REAL PROPERTY
SUBMITTED TO THE HAYSTACK RANCH
(EXHIBITS A-1, A-2 AND A-3 COMBINED)**

EXHIBIT A-1
LEGAL DESCRIPTION OF PARCEL 1

EXHIBIT A-2
LEGAL DESCRIPTION OF PARCEL 2

EXHIBIT A-3
LEGAL DESCRIPTION OF PARCEL 3

**EXHIBIT B
TO DECLARATION
OF
HAYSTACK RANCH**

LEGAL DESCRIPTIONS OF THE BUILDING ENVELOPES

**EXHIBIT B-1
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 1**

EXHIBIT B-2
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 2

EXHIBIT B-3
LEGAL DESCRIPTION OF BUILDING ENVELOPE FOR PARCEL 3

Building Envelope Parcel 2 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874361 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N25°58'27"W a distance of 1889.96 feet to the **Point of Beginning**;

Thence S00°05'09"E a distance of 525.00 feet;

Thence S89°54'51"W a distance of 375.00 feet;

Thence N00°05'09"W a distance of 337.50 feet;

Thence N63°20'57"E a distance of 419.26 feet to the **Point of Beginning**, from whence the Northeast Corner of adjoining parcel of land described at Reception No. 3874362 bears S77°27'11"W a distance of 476.02 feet.

Parcel Contains (161,719 Square Feet) 3.7126 Acres, more or less.

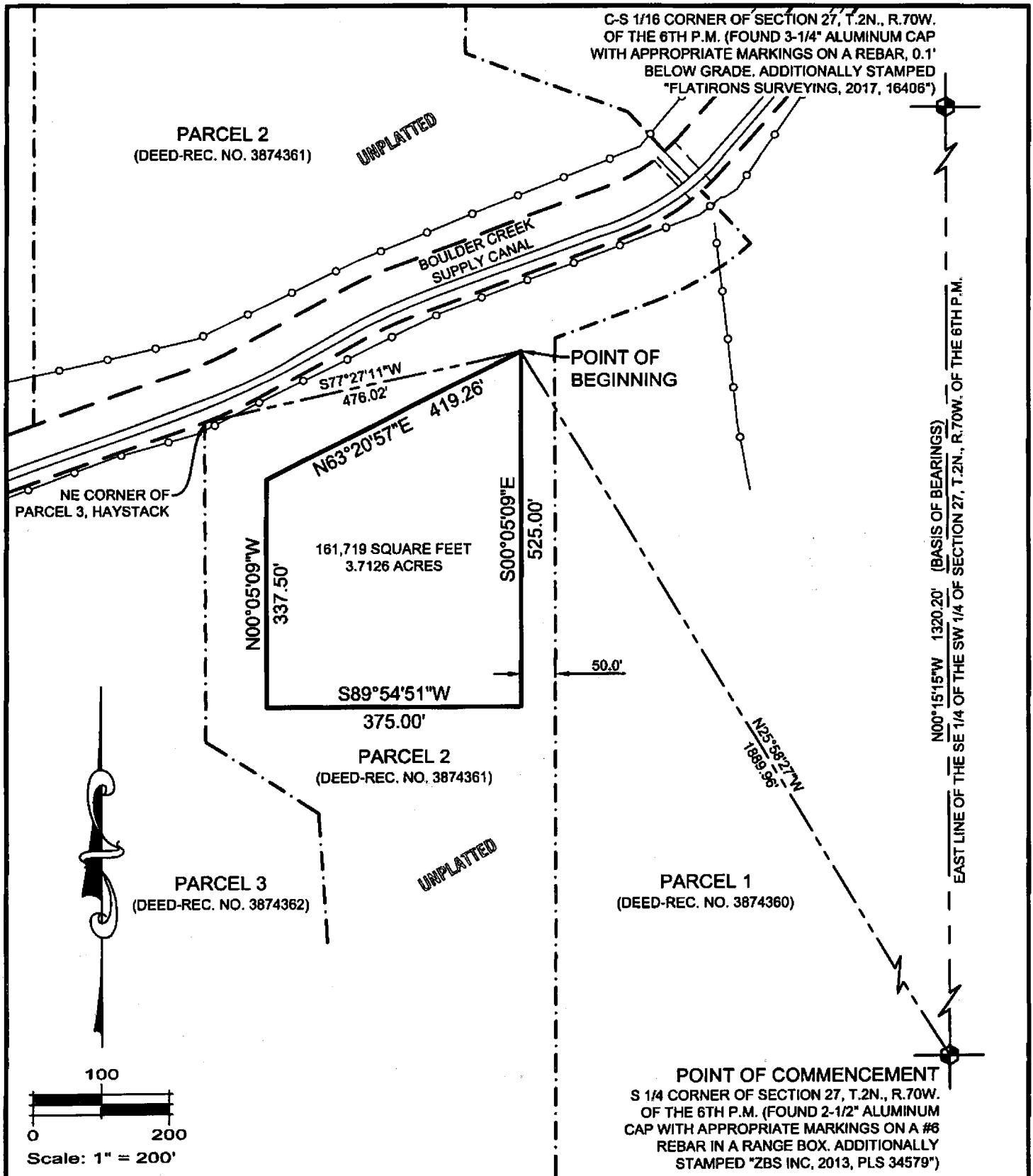
All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021

Date of Last Revision: October 18, 2021

Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

BUILDING ENVELOPE EXHIBIT
PARCEL 2, HAYSTACK
SITUATED IN THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
DATE: OCTOBER 18, 2021

EXHIBIT A

PARCEL 2

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET TO THE POINT OF BEGINNING;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 80.00 FEET TO A POINT LYING RADially ON A CURVE ON THE NORTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SIX (6) COURSES:

- 1. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 95.80 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 96.39 FEET TO A POINT OF TANGENT;**
- 2. THENCE S69°19'07"W ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S65°03'37"W A DISTANCE OF 90.29 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 608.00 FEET, AN ARC LENGTH OF 90.38 FEET TO A POINT OF TANGENT;**
- 4. THENCE S60°48'07"W ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S65°39'37"W A DISTANCE OF 91.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°43'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 91.24 FEET TO A POINT OF TANGENT;**
- 6. THENCE S70°31'07"W ALONG SAID TANGENT A DISTANCE OF 233.38 FEET;**

THENCE N00°01'40"E A DISTANCE OF 1050.05 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27;

THENCE S89°58'20"E ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 224.00 FEET TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SOUTHWEST ¼ A DISTANCE OF 408.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 897.75 FEET;

THENCE S00°02'25"E A DISTANCE OF 500.00 FEET;

THENCE S69°55'18"E A DISTANCE OF 254.38 FEET;

THENCE S42°38'26"E A DISTANCE OF 160.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S42°38'26"E A DISTANCE OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S58°20'21"W A DISTANCE OF 166.27 FEET AND ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET TO A POINT OF TANGENT;

THENCE S69°19'07"W ALONG SAID TANGENT AND ALONG THE SOUTHERLY LINE AND THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET;

THENCE S00°05'09"E A DISTANCE OF 1518.80 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 8, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S89°54'51"W ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOT 7 OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 224.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 7;

THENCE S00°07'52"E ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 160.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NIWOT ROAD;

THENCE S89°54'51"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 500.89 FEET TO THE EASTERLY CORNER OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 209.43 FEET;

THENCE N37°27'21"E A DISTANCE OF 729.68 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N73°52'07"E A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N84°02'44"E A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET;

THENCE N03°58'05"W A DISTANCE OF 260.76 FEET;

THENCE N57°17'52"W A DISTANCE OF 196.25 FEET;

THENCE N00°13'44"W A DISTANCE OF 472.31 FEET TO A POINT OF CURVE LYING ON THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING FIVE (5) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS**

- N65°28'28"E A DISTANCE OF 100.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°20'42", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 100.80 FEET TO A POINT OF TANGENT;**
- 2. THENCE N60°48'07"E ALONG SAID TANGENT A DISTANCE OF 169.30 FEET TO A POINT OF CURVE;**
 - 3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N65°03'37"E A DISTANCE OF 78.41 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°31'00", A RADIUS OF 528.00 FEET, AN ARC LENGTH OF 78.48 FEET TO A POINT OF TANGENT;**
 - 4. THENCE N69°19'07"E ALONG SAID TANGENT A DISTANCE OF 333.30 FEET TO A POINT OF CURVE;**
 - 5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 126.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 127.05 FEET TO THE POINT OF BEGINNING.**

EXHIBIT A

PARCEL 3

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 27;

THENCE N00°09'44"E ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 AND ALONG THE WESTERLY LINE OF LOT 1, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS, A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°09'44"E ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 972.49 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING ELEVEN (11) COURSES:

- 1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S87°53'52"E A DISTANCE OF 36.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 9°42'01", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 36.15 FEET TO A POINT OF TANGENT;**
- 2. THENCE N87°15'07"E ALONG SAID TANGENT A DISTANCE OF 294.60 FEET TO A POINT OF CURVE;**
- 3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARDS N75°23'07"E A DISTANCE OF 136.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°44'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 137.32 FEET TO A POINT OF TANGENT;**
- 4. THENCE N63°31'07"E ALONG SAID TANGENT A DISTANCE OF 6.20 FEET TO A POINT OF CURVE;**
- 5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S86°59'53"E A DISTANCE OF 121.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 58°58'00", A RADIUS OF 123.50 FEET, AN ARC LENGTH OF 127.10 FEET TO A POINT OF TANGENT;**

6. THENCE S57°30'53"E ALONG SAID TANGENT A DISTANCE OF 8.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S69°31'53"E A DISTANCE OF 88.90 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°02'00", A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 89.55 FEET TO A POINT OF TANGENT;
8. THENCE S81°32'53"E ALONG SAID TANGENT A DISTANCE OF 67.70 FEET TO A POINT OF CURVE;
9. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N84°29'07"E A DISTANCE OF 113.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°56'00", A RADIUS OF 236.00 FEET, AN ARC LENGTH OF 115.06 FEET TO A POINT OF TANGENT;
10. THENCE N70°31'07"E ALONG SAID TANGENT A DISTANCE OF 500.20 FEET TO A POINT OF CURVE;
11. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N70°19'58"E A DISTANCE OF 4.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00°22'18", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 4.01 FEET;

THENCE S00°13'44"E NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 472.31 FEET;

THENCE S57°17'52"E A DISTANCE OF 196.25 FEET;

THENCE S03°58'05"E A DISTANCE OF 260.76 FEET TO A POINT LYING NON-TANGENT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S84°02'44"W A DISTANCE OF 14.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 08°23'53", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 14.66 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S73°52'07"W A DISTANCE OF 120.81 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°57'20", A RADIUS OF 580.00 FEET, AN ARC LENGTH OF 121.03 FEET;

THENCE S37°27'21"W NON-TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 729.68 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LOT 6 OF SAID HAYSTACK MOUNTAIN RANCH;

THENCE N59°52'29"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 410.56 FEET;

THENCE N80°42'29"W AND CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 601.62 FEET TO THE

POINT OF BEGINNING.

**LEGAL DESCRIPTION PREPARED BY BRETT L. MILLER, PLS NO. 27609. FOR
AND ON BEHALF OF ENGINEERING SERVICE COMPANY**

PARCEL 4

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
FEBRUARY 2, 1978 AT RECEPTION NO. 263441, BOULDER COUNTY RECORDS.**

PARCEL 5

**THOSE EASEMENT RIGHTS AS CREATED IN WARRANTY DEED RECORDED
APRIL 7, 1978 AT RECEPTION NO. 272968, BOULDER COUNTY RECORDS.**

Building Envelope Parcel 3 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874362 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N52°19'54"W a distance of 1812.47 feet to the **Point of Beginning**;

Thence S09°18'48"E a distance of 275.00 feet;

Thence N56°08'02"W a distance of 500.00 feet;

Thence S64°54'54"W a distance of 400.00 feet;

Thence N00°00'44"E a distance of 340.00 feet;

Thence S86°47'19"E a distance of 355.00 feet;

Thence S67°22'01"E a distance of 410.00 feet to the **Point of Beginning**, from whence the Northeast Corner of said parcel described at Reception No. 3874362 bears N16°15'13"E a distance of 508.39 feet.

Parcel Contains (166,183 Square Feet) 3.8150 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021

Date of Last Revision:

Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

EXHIBIT "A"

PARCEL 1

A PARCEL OF LAND SITUATED IN THE WEST ½ OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S00°17'15"E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 DISTANCE OF 1322.58 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 27;

THENCE S00°15'15"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 27 A DISTANCE OF 895.26 FEET TO THE NORTHEAST CORNER OF LOT 12, HAYSTACK MOUNTAIN RANCH AS RECORDED AT RECEPTION NUMBER 90793347 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE S60°28'31"W ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 457.09 FEET;

THENCE S89°54'51"W CONTINUING ALONG THE NORTHERLY LINE OF SAID HAYSTACK MOUNTAIN RANCH A DISTANCE OF 375.87 FEET;

THENCE N00°05'09"W A DISTANCE OF 1518.80 FEET;

THENCE N69°19'07"E ALONG THE SOUTHERLY LINE EXTENDED SOUTHWESTERLY AND THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL EASEMENT AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS A DISTANCE OF 154.74 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N58°20'21"E A DISTANCE OF 166.27 FEET AND CONTINUING ALONG SAID BOULDER CREEK SUPPLY CANAL EASEMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°57'33", A RADIUS OF 436.50 FEET, AN ARC LENGTH OF 167.29 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE

AH 11/2/21



JFH 11/2/21

OF 105.00 FEET TO A POINT LYING RADially ON A CURVE ON THE SOUTHERLY LINE OF THE BOULDER CREEK SUPPLY CANAL AS DESCRIBED IN BOOK 931 AT PAGE 494 OF THE BOULDER COUNTY, COLORADO RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N44°11'21"E A DISTANCE OF 36.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 36.69 FEET TO A POINT OF TANGENT;
2. THENCE N41°01'07"E ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N33°37'07"E A DISTANCE OF 159.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 618.00 FEET, AN ARC LENGTH OF 159.63 FEET TO A POINT OF TANGENT;
4. THENCE N26°13'07"E ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS N14°11'07"E A DISTANCE OF 138.22 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 331.50 FEET, AN ARC LENGTH OF 139.24 FEET TO A POINT OF TANGENT;
6. THENCE N02°09'07"E ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N14°46'45"E A DISTANCE OF 63.83 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°15'15", A RADIUS OF 146.00 FEET, AN ARC LENGTH OF 64.35 FEET TO A POINT LYING NON-TANGENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 27;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 171.66 FEET TO THE POINT OF BEGINNING. TOGETHER WITH COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 27;

THENCE S89°57'35"W ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 257.84 FEET TO A POINT LYING NON-TANGENT ON A CURVE ON THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID BOULDER CREEK SUPPLY CANAL THE FOLLOWING SEVEN (7) COURSES:

AT 11/2/21

11-2-21

JFH 11/2/21

1. THENCE ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS S09°43'03"W A DISTANCE OF 59.51 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°07'51", A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 59.68 FEET TO A POINT OF TANGENT;
2. THENCE S02°09'07"W ALONG SAID TANGENT A DISTANCE OF 38.50 FEET TO A POINT OF CURVE;
3. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARDS S14°11'07"W A DISTANCE OF 104.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°04'00", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 105.64 FEET TO A POINT OF TANGENT;
4. THENCE S26°13'07"W ALONG SAID TANGENT A DISTANCE OF 173.30 FEET TO A POINT OF CURVE;
5. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S33°37'07"W A DISTANCE OF 138.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°48'00", A RADIUS OF 538.00 FEET, AN ARC LENGTH OF 138.97 FEET TO A POINT OF TANGENT;
6. THENCE S41°01'07"W ALONG SAID TANGENT A DISTANCE OF 208.10 FEET TO A POINT OF CURVE;
7. THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS S44°11'21"W A DISTANCE OF 27.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°20'27", A RADIUS OF 251.50 FEET, AN ARC LENGTH OF 27.83 FEET;

THENCE N42°38'26"W RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 80.00 FEET;

THENCE N69°55'18"W A DISTANCE OF 254.38 FEET;

THENCE N00°02'25"W A DISTANCE OF 500.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID NE ¼ OF THE SW ¼;

THENCE N89°57'35"E ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼ A DISTANCE OF 639.91 FEET TO THE POINT OF BEGINNING.

AH 11/2/21

MU 11-2-21

JFH 11/2/21

Building Envelope Parcel 1 - Haystack

Legal Description

A parcel of land situated in the West ½ of Section 27, Township 2 North, Range 70 West of the 6th Principal Meridian, County of Boulder, State of Colorado, being a part of that certain property described at Reception No. 3874360 of the Boulder County, Colorado records, said parcel more particularly described as follows:

Commencing at the South ¼ Corner of said Section 27 from whence the Center-South 1/16th Corner of said Section 27 bears N00°15'15"W a distance of 1320.20 feet;

Thence N15°34'58"W a distance of 851.13 feet to the **Point of Beginning**;

Thence N00°15'15"W a distance of 100.00 feet;

Thence S89°44'45"W a distance of 100.00 feet;

Thence N00°15'15"W a distance of 75.00 feet;

Thence N89°44'45"E a distance of 75.00 feet;

Thence N00°15'15"W a distance of 425.00 feet;

Thence N89°44'45"E a distance of 200.00 feet;

Thence S00°15'15"E a distance of 600.00 feet;

Thence S89°44'45"W a distance of 175.00 feet to the **Point of Beginning**, from whence the Southeast Corner of said parcel described at Reception No. 3874360 bears S29°51'54"E a distance of 455.37 feet.

Parcel Contains (123,125 Square Feet) 2.8266 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Date Prepared: October 13, 2021


Date of Last Revision:

Prepared By: Brett L. Miller, PLS No. 27609

For and on behalf of
Engineering Service Company
14190 East Evans Avenue
Aurora, Colorado 80014
Phone: 303-337-1393

AH 11/2/21

JFH
11/2/21


11-2-21

C-S 1/16 CORNER OF SECTION 27, T.2N., R.70W.
OF THE 6TH P.M. (FOUND 3-1/4" ALUMINUM CAP
WITH APPROPRIATE MARKINGS ON A REBAR, 0.1'
BELOW GRADE. ADDITIONALLY STAMPED
"FLATIRON SURVEYING, 2017, 16406")

PARCEL 2
(DEED-REC. NO. 3874361)

PARCEL 1
(DEED-REC. NO. 3874360)

UNPLATTED

UNPLATTED

N89°44'45"E

200.00'

N00°15'15"W

425.00'

123,125 SQUARE FEET
2.8266 ACRES

N89°44'45"E

75.00'

N00°15'15"W

75.00'

S89°44'45"W

100.00'

N00°15'15"W

100.00'

POINT OF
BEGINNING

EAST LINE OF THE SE 1/4 OF
THE SW 1/4 OF SECTION 27
N00°15'15"W 1320.20'

S89°44'45"W

175.00'

S00°15'15"E 600.00'

LOT 1A

LOT 9A

LOT 10A

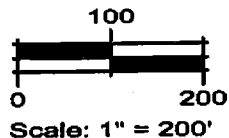
BRIGADOON GLEN REPLAY "A"

50.0'

SE CORNER OF
PARCEL 1, HAYSTACK

POINT OF COMMENCEMENT

S 1/4 CORNER OF SECTION 27, T.2N., R.70W.
OF THE 6TH P.M. (FOUND 2-1/2" ALUMINUM
CAP WITH APPROPRIATE MARKINGS ON A #6
REBAR IN A RANGE BOX. ADDITIONALLY
STAMPED "ZBS INC, 2013, PLS 34579")



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 F 303.337.7481

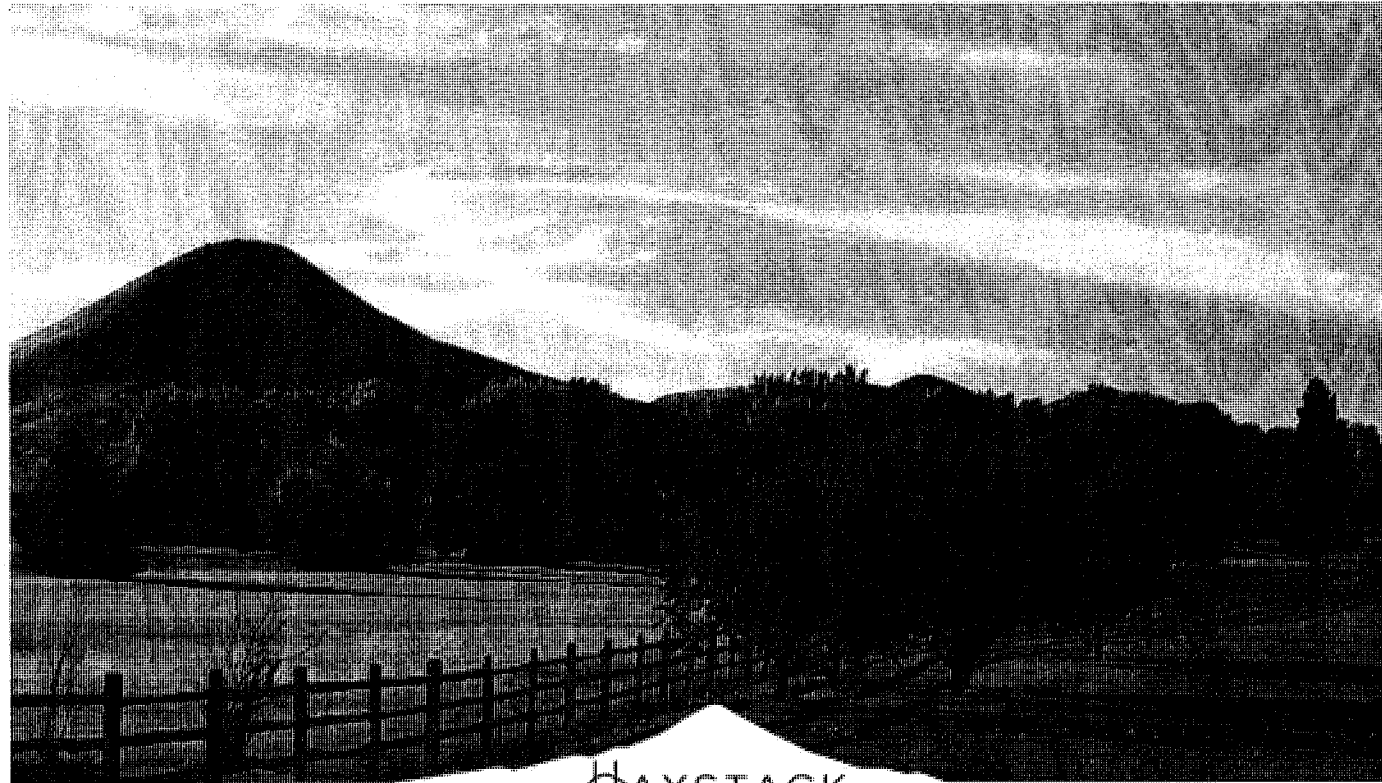
BUILDING ENVELOPE EXHIBIT

PARCEL 1, HAYSTACK
SITUATED IN THE W 1/2 OF SECTION 27, T.2N., R.70W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
DATE: OCTOBER 13, 2021

AH 11/2/21

11- Page 250 of 277

JFH 11/2/21



HAYSTACK
RANCH
DESIGN GUIDELINES
&
VISION BOOK

 **MarkelHomes**

**APPROVED
AND
ACCEPTED**

DATE



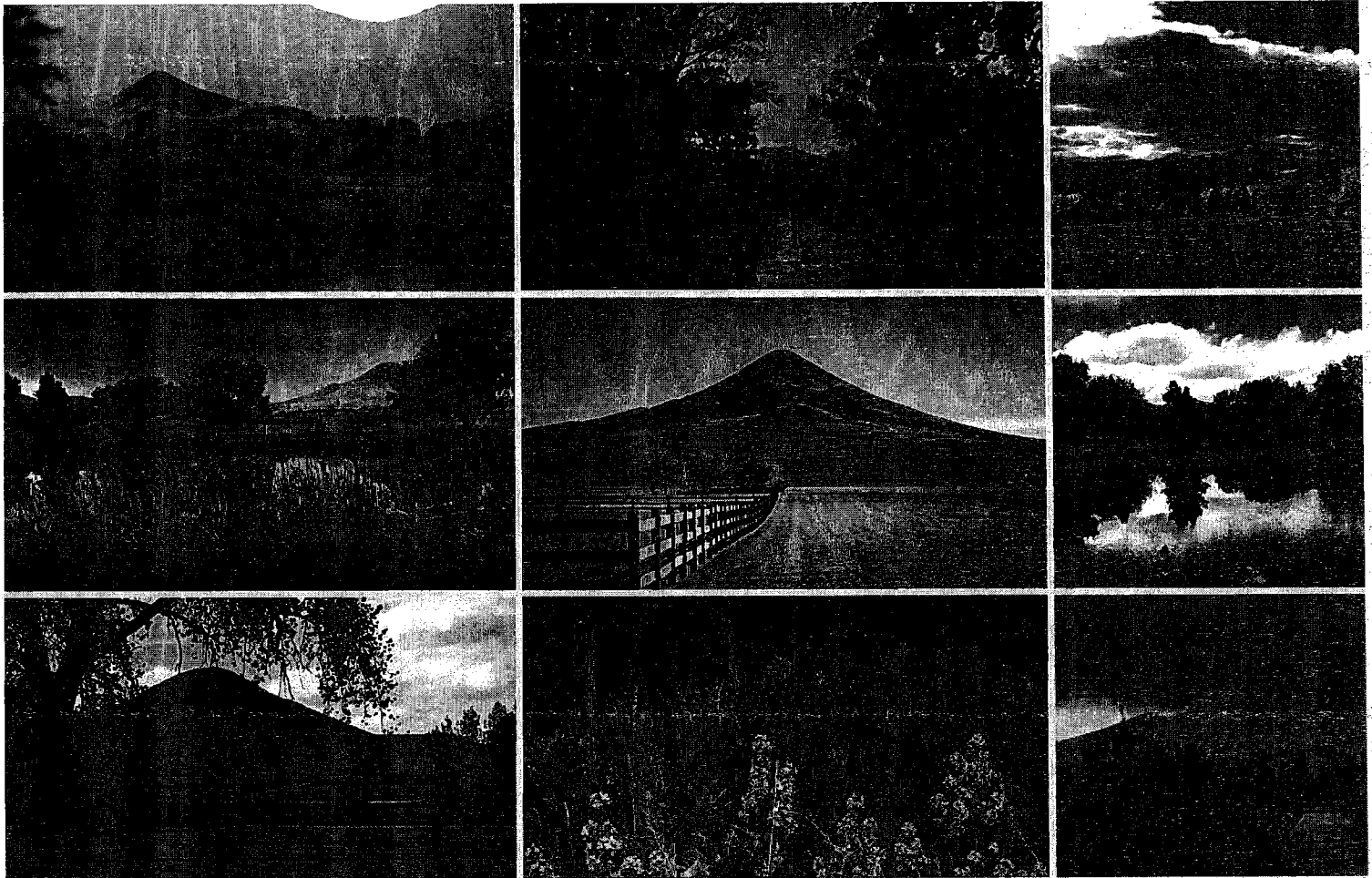
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AND
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DATE

SIGNATURE



HAYSTACK RANCH
DESIGN GUIDELINES
&
VISION BOOK

Introduction & Overview

- 2 - Brand Story-Vision
- 6 - Site Plan

Architectural Guidelines

- 8 - Intro
- 10 - Architectural Styles
- 18 - Landscape

APPROVED
AND
ACCEPTED

DATE

SIGNATURE

APPROVED
AND
ACCEPTED

DATE

SIGNATURE

Welcome to
HAYSTACK RANCH

OVERVIEW

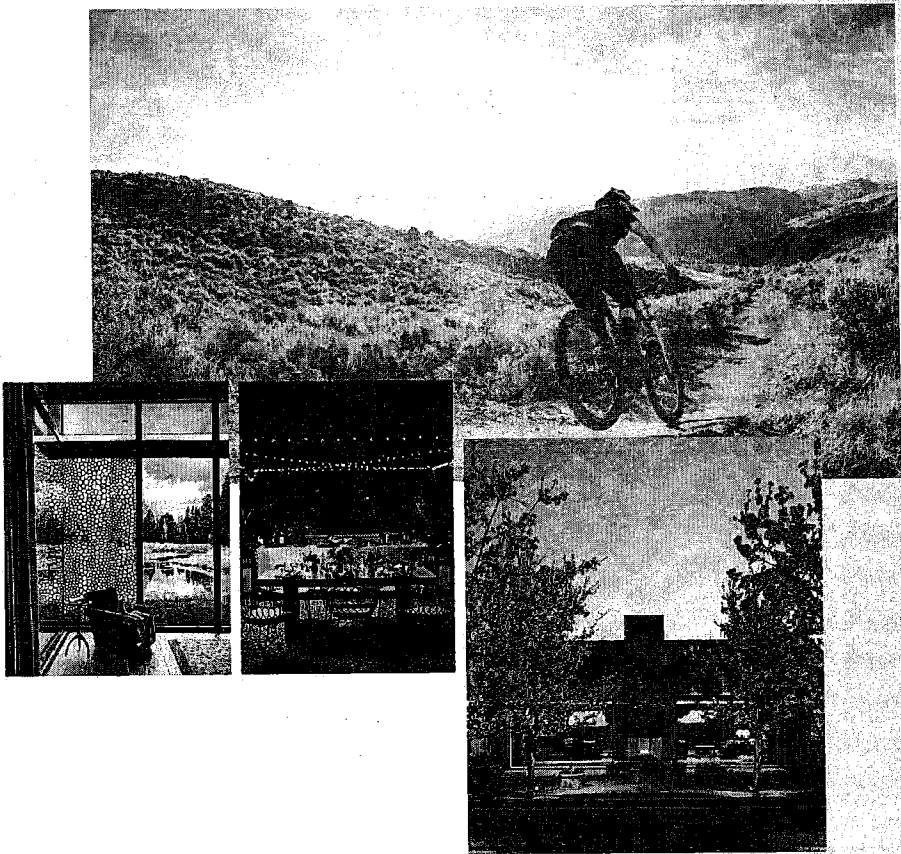
Located just 10 minutes North of Downtown Boulder, Colorado, Haystack Ranch is perfectly positioned to take advantage of Boulder's natural setting while remaining close to the amenities of the downtown. With 3 exclusive home sites, Haystack Ranch enjoys an exclusivity while retaining proximity. All homesites have easy access to hiking and biking trails as well as Boulder's extensive network of open space. Sites all have various unique characteristics ranging from panoramic views of the front range and plains to intimate and lush creek side settings. Residents will enjoy a unique connection to the land and the varied ecosystem where the high plains meet the foothills. The connection between architecture, the natural ecosystem, and the informal character of the place is fundamental to the spirit of the neighborhood. Conserving and celebrating the natural environment is rooted in the spirit of Haystack Ranch.

EXCLUSIVE

UNDERSTATED ELEGANCE

PRIVATE ENCLAVE

CONNECTED TO NATURE



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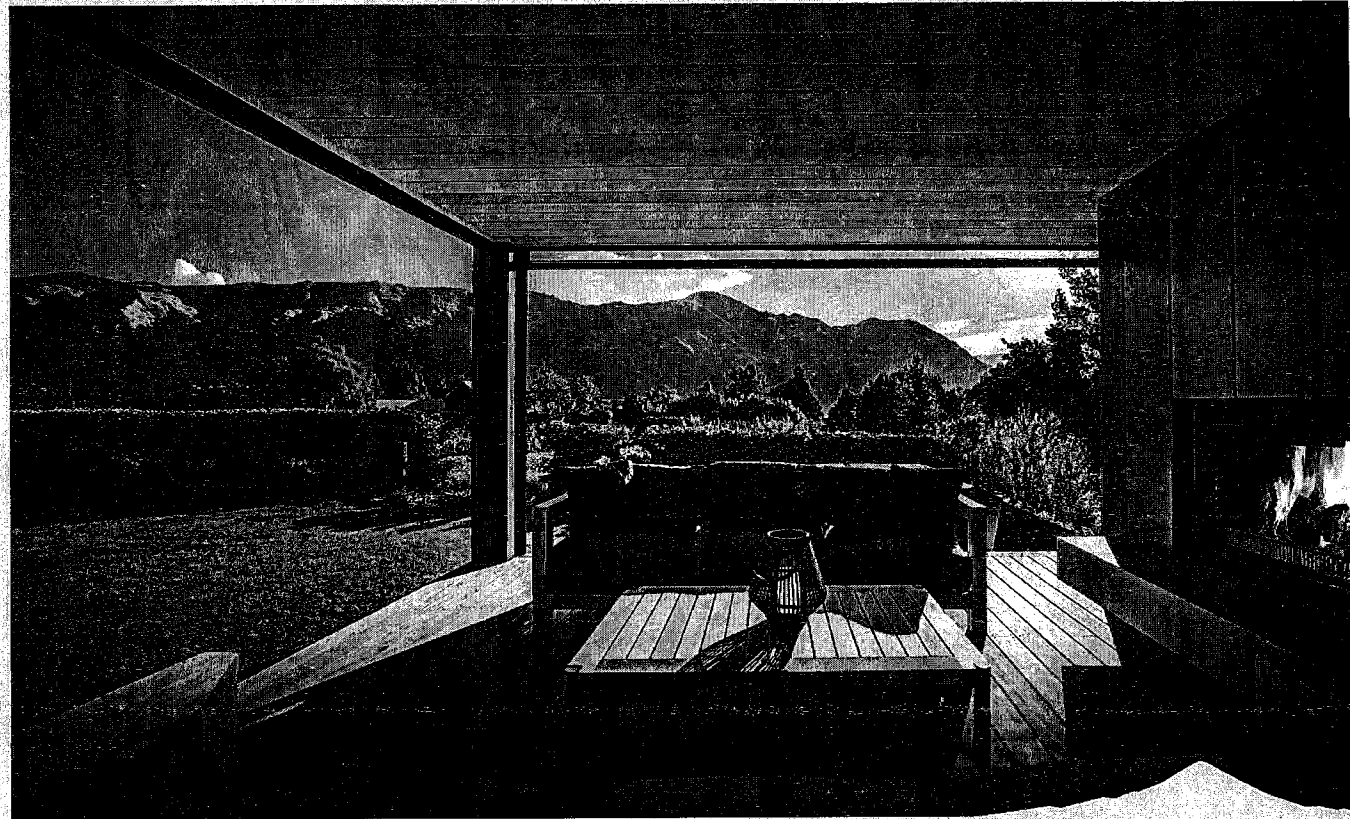
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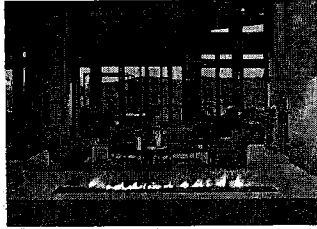


HAYSTACK RANCH

1




ACCESSIBILITY

Kids playing in an open field, a young family out on a afternoon bike ride, grandpa teaching his grandkid how to bait a hook while fishing alongside a stream. Play, exercise, and human connection are only a few of the many ways that we interact with the natural world. At Haystack Ranch, you are only minutes away from an extensive system of hiking, biking, and walking trails surrounded by an abundant amount of open space. The preservation of existing natural habitats will also be a way of reconnecting people back to nature, their neighbors and this exclusive lifestyle.



SYNERGY

A collection of homes that celebrate the idea of seamless indoor-outdoor living. The residence are unified by the careful placement of layered and interconnected outdoor gathering spaces and curated native plant communities. A synergistic dialogue between landscape and architecture utilizes natural openings, axial connections and distant vistas to create a modern interpretation of a Western homestead.



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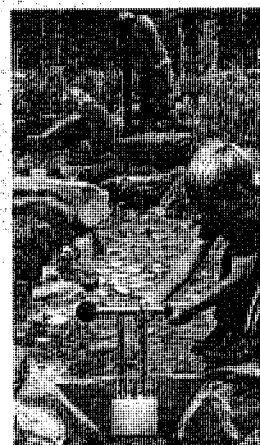
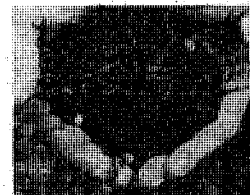
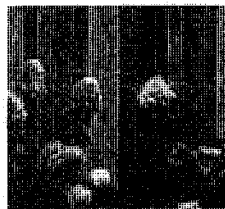
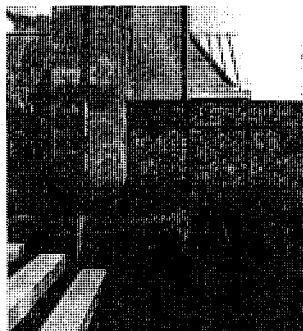
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NATURE

The thoughtful restoration of the land will inform the meticulous selection of materials of the home, outdoor gathering spaces and surrounding landscape. The result is a design that feels like it arose spontaneously. Stewardship of the land and its resources through landscape revitalization, extraction of non-native plants, grasslands restoration and rainwater collection complete the story of Haystack Ranch.



SUSTAINABILITY

Sustainable architecture is a general term that refers to buildings that are designed to limit humanity's impact on the environment. An eco-friendly approach to modern day building encompasses every aspect of the planning and construction process. This includes the choice of building materials; the design and implementation of heating, cooling, plumbing, waste, and ventilation systems; and the integration of the built environment into the natural landscape.

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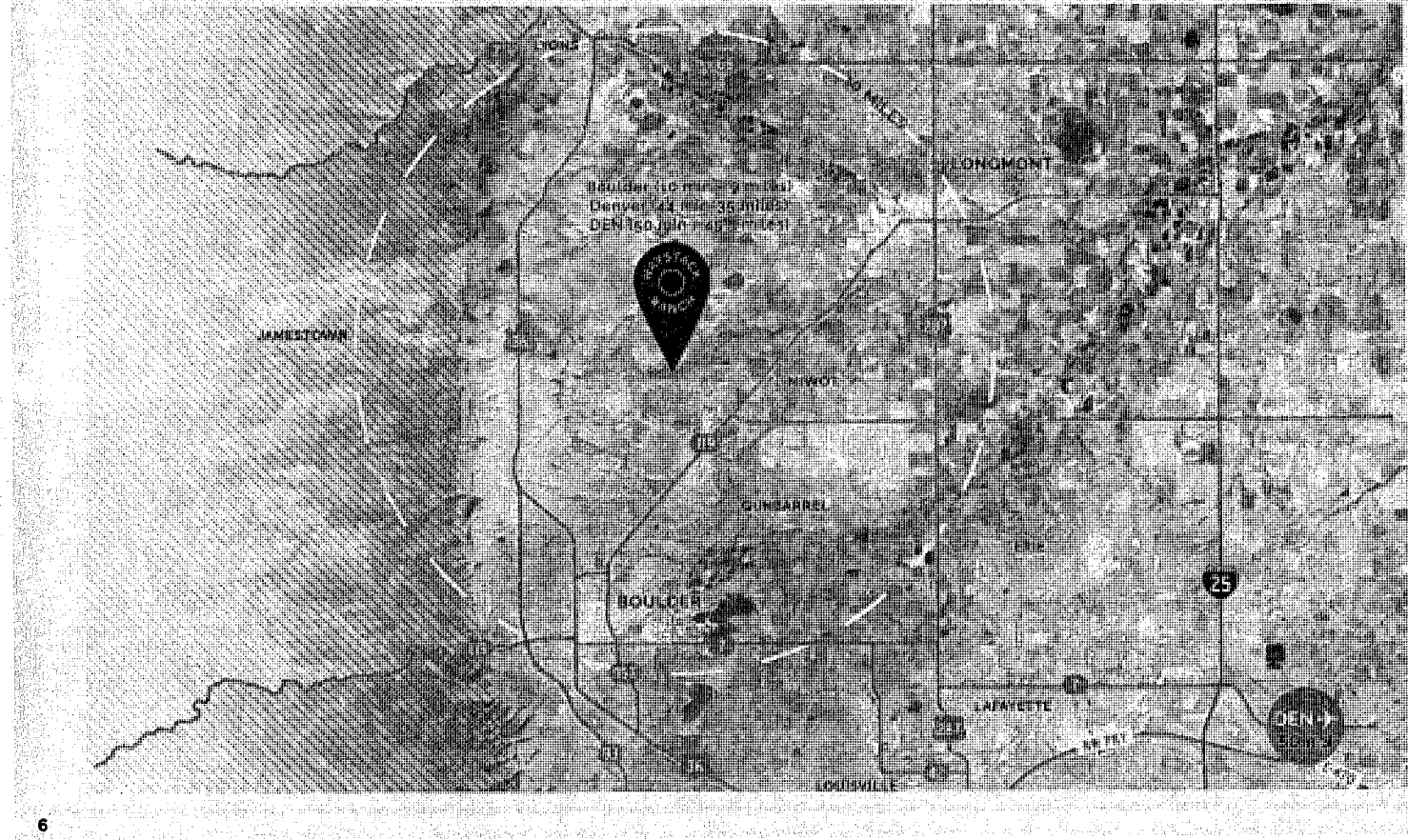
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LOCATION

REGIONAL CONTEXT



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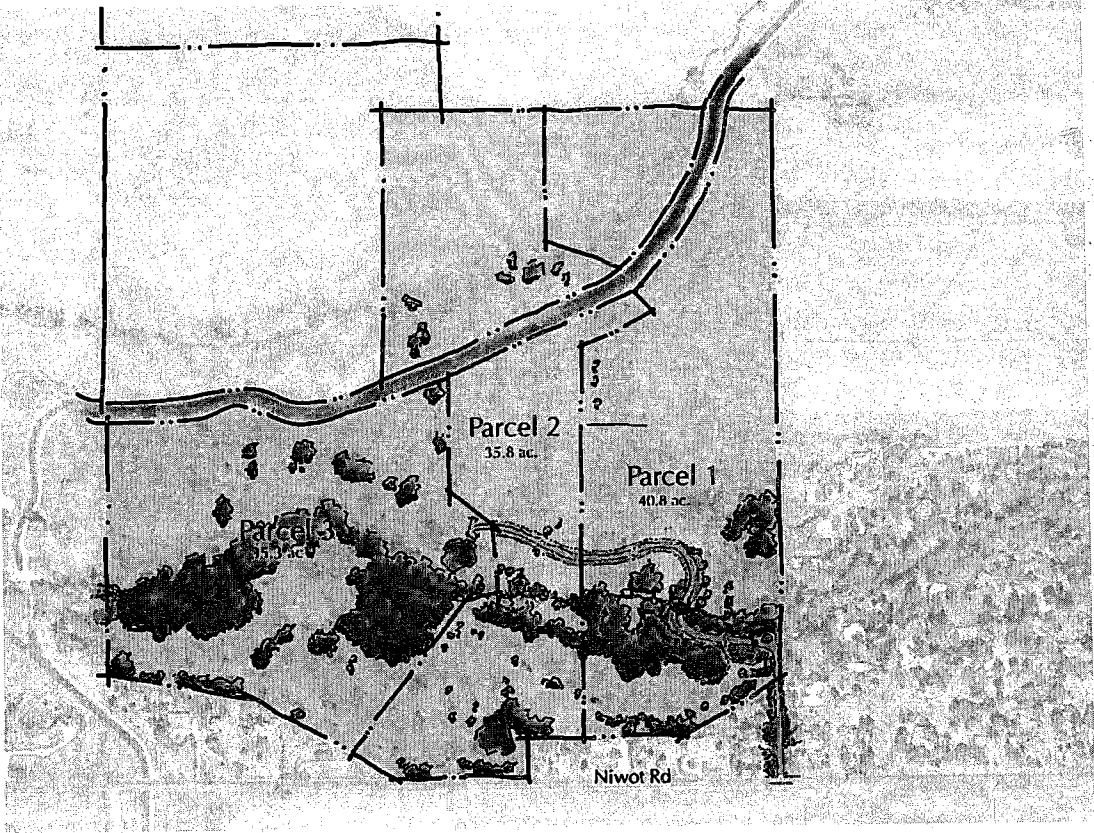
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SITE PLAN



Site Plan | Introduction & Overview 7

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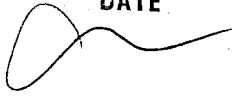
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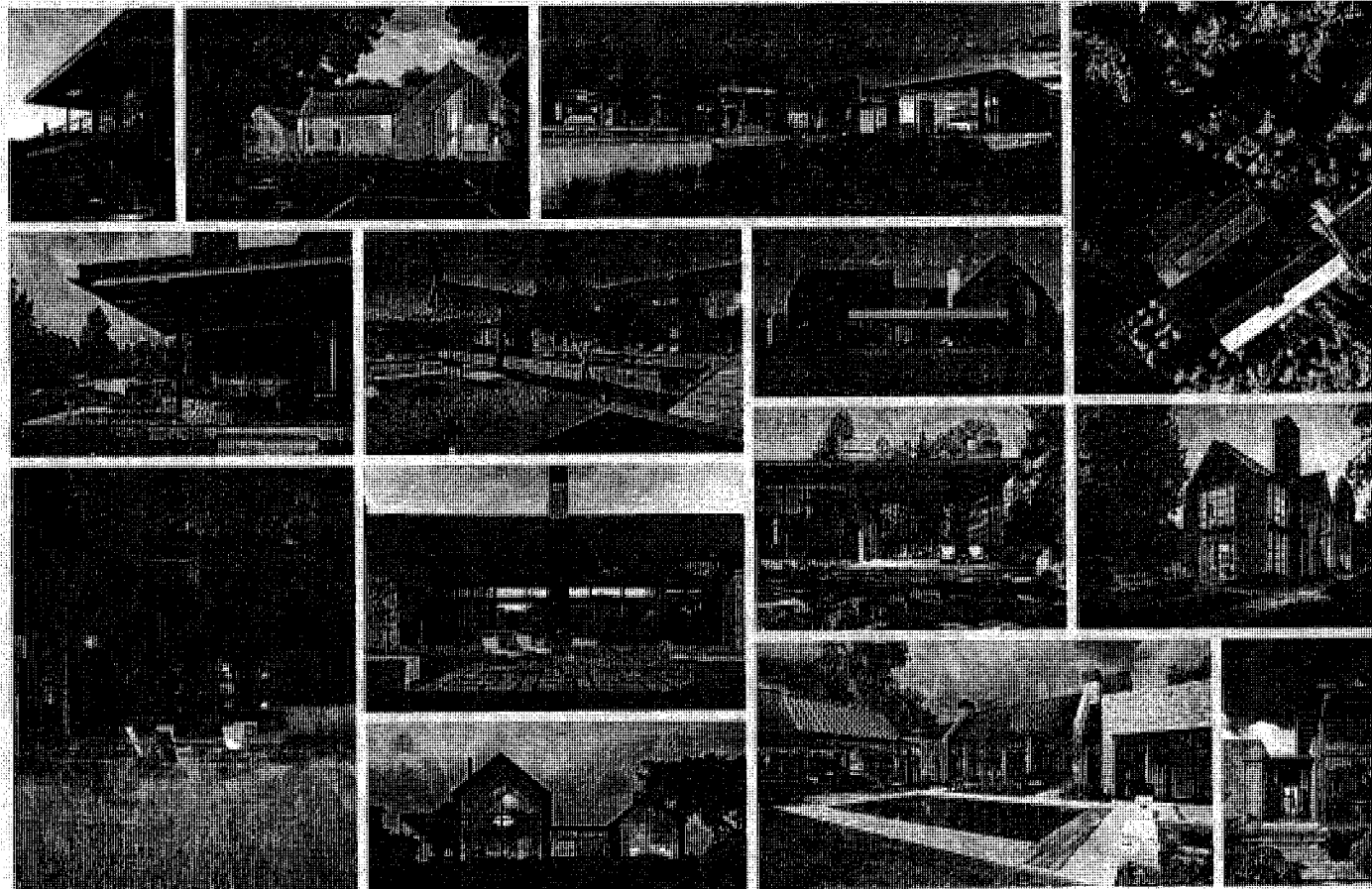
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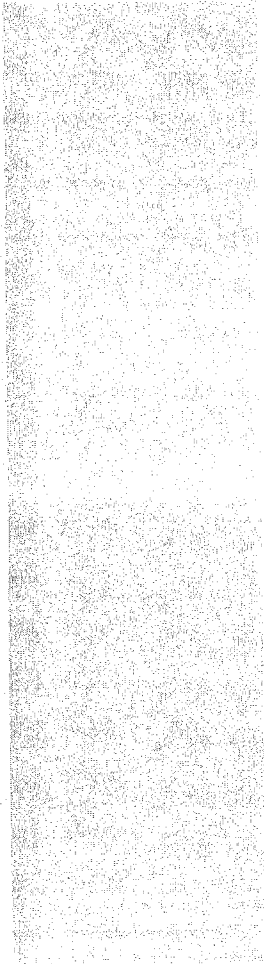
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Architectural Guidelines

The architectural guidelines have been designed to create a lasting sense of community through quality construction. The following sections will outline inspiration, guidelines, and requirements for all Haystack Ranch homes. These sections include the preferred architectural styles at Haystack Ranch and design standards.

Architectural Elements

The architectural character of Haystack Ranch will be determined by several key design elements. The proportion, materials, and application of these elements may vary by style, but in this section you will find basic design criteria that are intended to maintain the architectural integrity of the neighborhood.

Adherence to Building Code

The architectural guidelines are aesthetic in nature and shall not supersede any local, state, or national building codes for residential construction.

Consistent Style

The main body of the house, secondary add-on elements, detached structures (such as garages & barns), and porches shall be of a consistent style within each lot. The styles of Haystack Ranch are outlined in the following subsection.

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Architectural Styles

The five architectural styles outlined in this section are to help builders and designers understand the architectural expression of the vision for Haystack Ranch. Although all homes should have appropriate expressions of order, proportion, hierarchy, balance, and scale, a range of interpretations is welcomed. Haystack Ranch invites intelligent architecture with creative translations of the outlined styles.

Intent

This section outlines the five architectural styles developed for Haystack Ranch. The goal of outlining specific architectural styles is to help develop an architectural identity for the community. All of the outlined styles are united by an emphasis on simple and straightforward massing, a clear hierarchy, and balanced proportions.

These guidelines are intended to not only set basic rules for each style, but also provide inspiration for design.

The architectural guidelines are intended to equip builders in the design process with a set of rules allowing them to develop product that adds to the value of Haystack Ranch as a whole. Each home should have a carefully selected style that is clearly articulated in the design through its massing, details, and proportions.

Styles are not just skin-deep, and thus should not be 'applied.' Each style has its own unique massing and design, allowing for a varied streetscape and neighborhood feel.

Design

It is important to identify the style of a home before beginning the design. 'Applying' a style at the end of the home's design will not result in a viable product for Haystack Ranch. Each style has five elements that should be readily apparent in its appearance:

- **Massing:** the overall form of the house
- **Proportion:** part-to-whole relationships of various elements
- **Openings:** doors, windows, and other punctures in the facade
- **Materials:** the textures of the facade
- **Architectural Details:** articulations of importance and interest

It is important that each element of a home references its chosen style to create unity throughout the home. These items are described in greater detail on the following pages.

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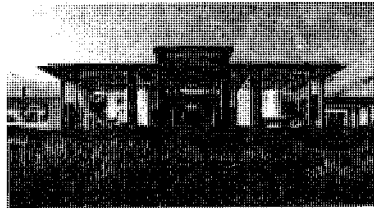
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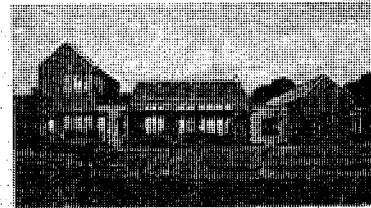
Contemporary

These homes showcase clean lines and fresh colors. The architecture is not modern in the sense of 50's mid-century modern or big-city contemporary, but they reflect a fusion of urban with the relaxed, outdoor nature of Colorado. Integrating warmth into contemporary design is the crux of this whole style.



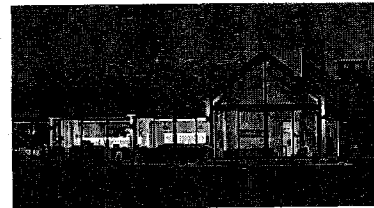
Rustic Modern

Pairs the layout, proportions, and amenities of contemporary design with traditionally rustic materials and features. These homes are influenced by nature and are, therefore, designed to blend into their surroundings. This style looks to embody a rustic style that remains refined with it's open floor plan, modern furniture, and preserved and exposed natural architectural elements. The color scheme is very simple with large windows bringing the outdoors in.



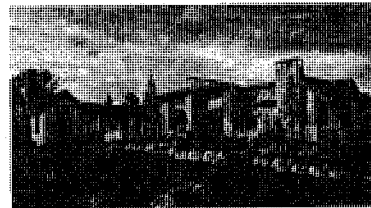
Modern Farmhouse

Combines the sleek clean lines of contemporary design with the cozy farmhouse aesthetic to create a uniquely fresh take on the country living inspired style. It's known for its warmth and simplicity, characterized by natural textures and materials like wood or galvanized steel. It takes the comfortable, relaxed farmhouse style and adds modern touches such as smooth lines, glossy accents and neutral color schemes.



Modern Barn

Perfectly meshes together the cozy feel of a barn house with the contemporary aspect of a modern home. It features the quintessential post-frame design look and adds finesse with the use of tall expansive windows. It incorporates such traditional elements as pitched ceilings, rustic beams, and exposed wood but also adds modern touches, like a monochromatic white palette or sleek fixtures.



Modern Prairie

Influenced by Midwestern roots, homes have trademark low, horizontal roof lines, and vertical accents meant to hug and hold the surrounding landscape. Other typical features include broad, overhanging, hip roofs, asymmetrical elements, vertical windows, and sturdy construction. Large glass windows and doors invite inhabitants to partake in nature and embrace the indoor/outdoor relationship.

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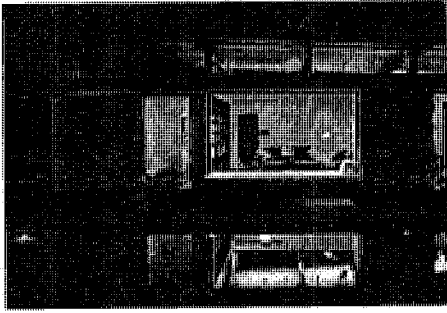
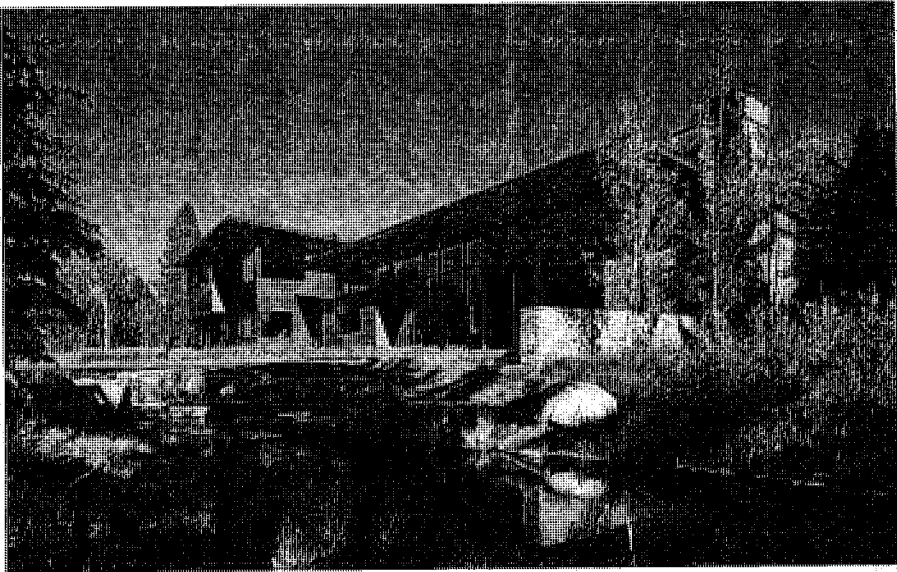
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Contemporary

These homes showcase clean lines and fresh colors. The architecture is not modern in the sense of 50's mid-century modern or big-city contemporary, but they reflect a fusion of urban with the relaxed, outdoor nature of Colorado. Integrating warmth into contemporary design is the crux of this whole style.

Common Elements

- Form - The proportions, textures and clean lines of the house are emphasized by the form, but are simplified, therefore each element is more prominent and pronounced. It's a combinations of asymmetrical shapes, large glass windows, low pitched or flat roof-lines, posh amenities and ample outdoor living areas.
- Transparency - Windows and doors become much more important in the success of the design because they create transparency and establish sight lines.
- Materials - Color has been replaced by texture resulting in façade patterns, vertical and horizontal screening, and a juxtaposition of warm woods with metals and concrete.
- Cutting Edge - Large spacious floor plans, along with energy efficiency, sustainable materials and natural light sources.



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Rustic Modern (Mountain Modern, Mountain Rustic)

Pairs the layout, proportions, and amenities of contemporary design with traditionally rustic materials and features. These homes are influenced by nature and are, therefore, designed to blend into their surroundings. This style looks to embody a rustic style that remains refined with it's open floor plan, modern furniture, and preserved and exposed natural architectural elements. The color scheme is very simple with large windows bringing the outdoors in.

Common Elements

- **Emphasize "The Natural"** - The use of reclaimed and raw materials. These natural accents lend a homey, down-to-earth quality to modern design, which can sometimes feel too harsh or sparse. The use of organic elements in their most natural state.
- **Integrate** - Earthy, natural materials which hold rustic charm and warmth are combined with a clean-lined, modern design for a fresh, light and grounded aesthetic.
- **Materials** - refined use of raw materials (in the form of both, preserved and exposed natural architectural elements), within an airy, open floor plan, and executed with modern edge. The use of beautiful raw, natural elements such as reclaimed and unfinished wood, stone and brick.
- **Floor-To-Ceiling Windows** - Provides plenty of natural light. They often open up onto dramatic views overlooking mountains/streams or incorporate folding glass walls that open up to backyard amenities.
- **Color Palette** - simple, natural color scheme gives the contemporary rustic style its relaxed, informal elegance.

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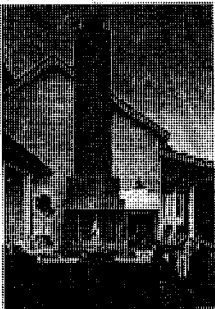
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Modern Farmhouse

Combines the sleek clean lines of contemporary design with the cozy farmhouse aesthetic to create a uniquely fresh take on the country living inspired style. It's known for its warmth and simplicity, characterized by natural textures and materials like wood or galvanized steel. It takes the comfortable, relaxed farmhouse style and adds modern touches such as smooth lines, glossy accents and neutral color schemes.

Common Elements

- **A Gable (or A-shaped) Roof** – The gabled roof structure is comprised of board and batten, creating a nice visual balance with the textural landscape surrounding the property.
- **Large Covered Porch** – They can be any size, but typically, they are very large and span a significant area.
- **Lot of Windows** – This style is characterized by a lot of windows to let in as much natural sunlight as possible. Instead of small, paned windows, the new farmhouses feature oversize windows and sliding doors to bring in as much of the outdoors as possible.
- **Exterior** – Most, not all, Modern Farmhouses are all white. Occasionally you will see some rustic touches of natural wood, such as the front door, shutters and the garage doors. The exterior facade consists of traditional whitewash, while adding in contrasting highlights of a darker colors, usually black, helps keep the design modern and fresh.
- **Barn Style Lighting** – Consider other industrial elements, such as metal light fixtures and barn style lighting.
- **Carriage-style Garage Doors** – A carriage-style door is characterized by the appearance that the doors "swing out" just like they do in traditional farm barns.



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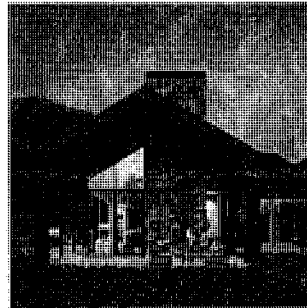
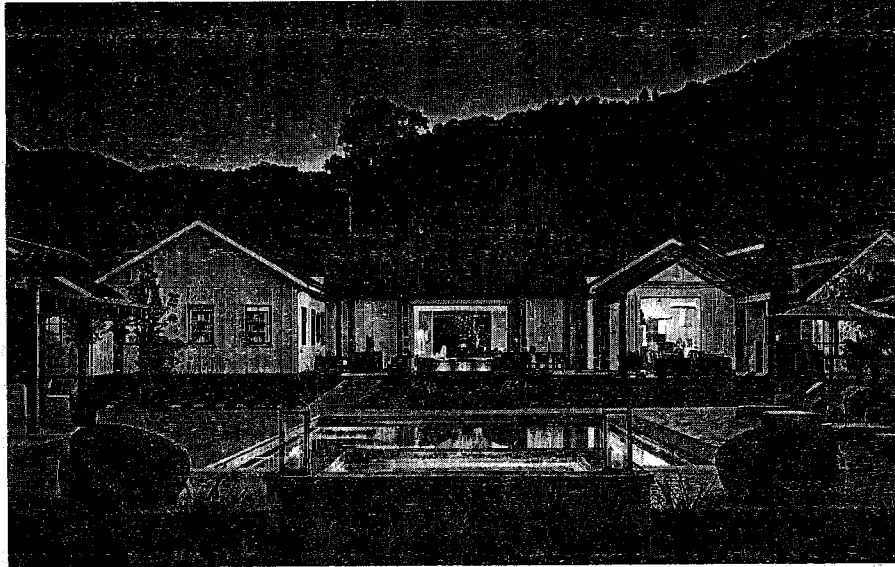
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Modern Barn (Modern Cottage, Modern Saltbox)

Perfectly meshes together the cozy feel of a barn house with the contemporary aspect of a modern home. It features the quintessential post-frame design look and adds finesse with the use of tall expansive windows. It incorporates such traditional elements as pitched ceilings, rustic beams, and exposed wood but also adds modern touches, like a monochromatic white palette or sleek fixtures.

Common Elements

- **Gable or Gambler Roof** - It evokes a rural character but with much more sophisticated and contemporary material palette. Pitched ceilings, rustic beams, and exposed wood are all hallmarks of a barn-style house.
- **Voluminous Ceiling Heights** - Takes a traditional barn house structure and completely reinvents it while keeping aspects of the heavy use of natural wood timbers. Opening the structure to combine internal and external spaces.
- **Panoramic Glazing** - Large expanses of glass incorporated with soaring ceilings create sizable spaces and opportunities for gorgeous panoramic views.
- **Modern Comfort** - Open floor plans along with sliding barn doors help define spaces while worn and weathered wood flooring recreate vintage barn aesthetics.

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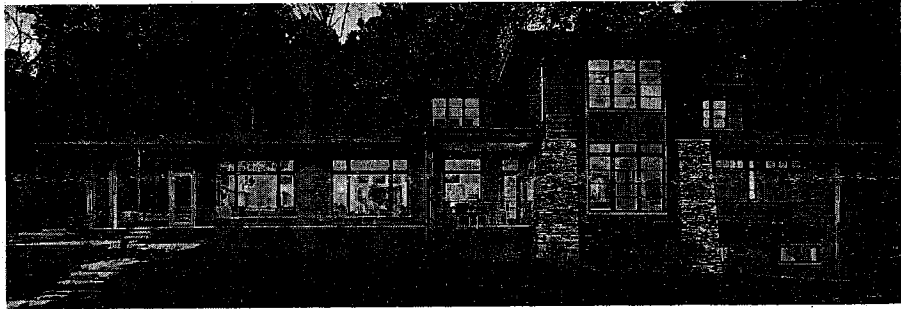
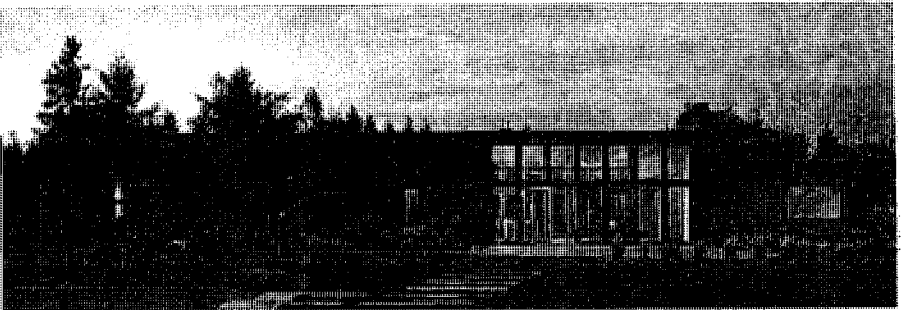
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Modern Prairie (Modern Craftsman)

Influenced by Midwestern roots, homes have trademark low, horizontal roof lines, and vertical accents meant to hug and hold the surrounding landscape. Other typical features include broad, overhanging, hip roofs, asymmetrical elements, vertical windows, and sturdy construction. Large glass windows and doors invite inhabitants to partake in nature and embrace the indoor/outdoor relationship.

Common Elements

- History - When you think of craftsman homes, the words "artisan" and "handmade" probably come to mind. That's because these homes have a signature style based on the artisan influences of the late 19th century British architecture.
- Form - Artfully crafted with natural wood and stone. However, whereas true Craftsman homes tend to be two-story with a square shape, Modern Prairie homes borrow from themes like Ranch or Mid-Century Modern to make longer, more rectangular homes.
- Open Floor Plans - Life revolves around a central kitchen, living and dining area, with the master suite to one end of the home and bedrooms or an in-law's suite at the other end of the home.
- Exterior Features - Homes are characterized by clean lines, with design features such as tapered columns, exposed beams, large front porches, gabled roofs and shed dormers. Large glass windows and doors invite inhabitants to partake in nature while courtyards and gardens help define the outdoor spaces.



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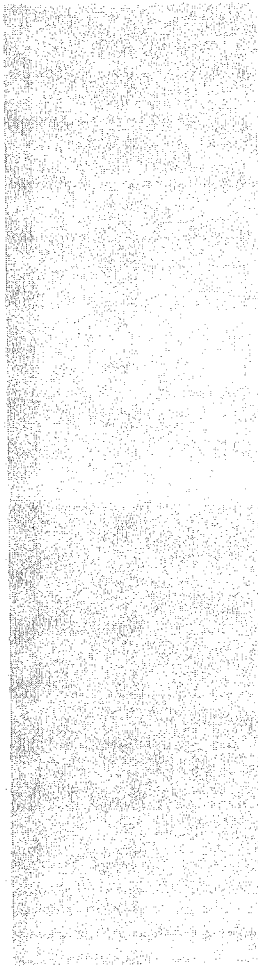
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Landscape Guidelines

The use and preservation of native landscape materials is strongly encouraged throughout Haystack Ranch. Planting strategies should strive to provide a significant impact, both visually and ecologically, at the time of installation. Additionally, they should be planted in a thoughtful way as to set them up for decades of healthy growth.

Landscape Requirements

All materials must be submitted and are subject to review and approval by the Haystack Design Review Committee (HDRC). Should any plant material become unsightly or die after installation, they shall be replaced with approved plants.

→ owners
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General Guidelines

Visual Buffers Along the Road/Driveway

Any area of a Lot that is visible from the road takes on a "semi-public" character in that the visual quality of that portion of the Lot contributes to the overall quality and character of the community. It is the obligation of all Lot Owners, therefore, to landscape and maintain all such "semi-public" areas of their Lots with utmost care and consideration.

Celebrating the natural environment and the green corridors is a main goal of Haystack Ranch to assist in blurring the lines between built environment and natural landscape. Lot Owners are required to implement landscape and buffers along the road/driveway to shield the homes and structures from impacting the visual road/driveway experience.

Decks and Patios

When designing foundation plantings, several important factors must be considered. Select shrubs that will not overgrow the location at maturity (i.e., covering windows). Select evergreen shrubs to be planted adjacent to the house foundation to provide an aesthetically pleasing appearance during all seasons, rather than deciduous plants (which shed their leaves in the winter months). Select plant types and varieties that require moderate to low maintenance and pruning. Locate foundation shrubs on either side of windows instead of directly

under windows; this allows the shrubs more vertical growing room without blocking the window. Locate foundation plants far enough from the foundation of the house to allow ease of maintenance access to the house. Decks and patios that are elevated above ground level shall be landscaped around their perimeters with appropriately sized plant material to screen the view of the space underneath the structure. Foundation plants shall be layered from front to back, with taller plants (evergreen) at the back and successively lower plants in the front.

Upgrades to Landscaping

All additional landscaping proposed for installation following final approval and/or installation of original landscaping must be reviewed and approved by the HDRB prior to installation. Depending on the scope of the work, review fees may be required. All upgrade submittals are to be accompanied by a completed schedule, marked for "upgrade review". "Landscape" shall be deemed to be the combination of existing and introduced plant material and all of the land area within each Lot located outside the boundaries of the house perimeter. As used in the Guidelines, "Landscape Improvements" include, but are not limited to trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches, irrigation and landscape lighting systems, and similar existing and introduced improvements.

Drainage & Erosion Control

Drainage considerations for individual Lots play an important part in the ecological balance of the community. Generally, where feasible, each Lot should be graded such that all water draining from such Lot does not drain onto any adjoining Lots. However, it is to be expected that lots with a lower elevation than adjoining lots will receive run-off from the lots situated on a higher elevation. During some rain events, the amount of run-off from neighboring lots may be considered excessive. Water runoff for each individual Lot must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities. Lot water runoff and control are the responsibility of each Parcel Owner.

Landscape Lighting Systems

Landscape lighting systems are encouraged, although approval of landscape lighting systems may be granted or denied by the HDRB in its sole discretion. Landscape lighting systems shall be designed, installed and operated to enhance the architecture of the house and the Landscape Improvements on the Lot in a tasteful and subtle manner. Overlighting the house and/or landscaping shall be avoided. Landscape lighting shall be confined to the Owner's Lot only, and no direct illumination from such landscape lighting shall encroach onto any other Parcels, per Boulder County Parks regulations/codes.



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General Guidelines

Play Equipment

Elements of a planned playground, swing sets, trampolines, basketball goals, and similar outdoor play structures and equipment must be located where they will have a minimum impact on roads/views and will be screened from general view.

All play equipment must have HDRB approval before being erected. All play equipment should be of earth tone colors, i.e. dark greens, browns, tans. Bright, eye catching colors are highly discouraged.

Basketball goal backboards must be constructed of clear, see through material. Solid colors will not be allowed. The basketball goal post must be located behind the front plane of the home. Where possible, the basketball goal should be in the rear 50% of the dwelling, as measured from the mid-point of the dwelling on the side that the goal is to be constructed. In addition, the goal should not face the street.

Trampolines must be located in the rear 50% of the yard, as measured from the mid-point of the dwelling on the side that the trampoline is to be installed. In addition, the trampoline should not face the street.

Driveways

Must be the same material as the road/driveway.

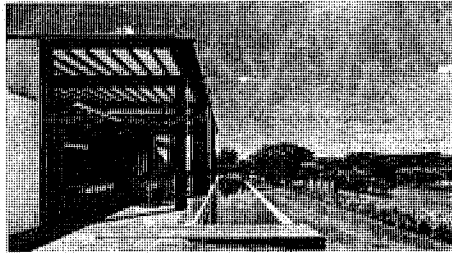


Pools, Therapy Pools and Spas

The size, shape and setting of pools (including standard swimming pools, therapy pools and spas) must be carefully designed to be compatible with the surrounding natural and man-made environment. In locating swimming pools, therapy pools and spas, the following shall be considered:

- 1) Indoor/Outdoor relationship;
- 2) Setbacks imposed by the applicable Building Envelope;
- 3) Views both to and from the pool area;
- 4) Terrain (grading and excavation), and
- 5) Fencing

Pools, decks and related equipment will not be allowed outside of the Building Envelope area unless otherwise approved by the HDRB. Pool and pool equipment enclosures must be architecturally consistent and harmonious with the residence and other structures on the Parcel in terms of their placement, mass and detail. Pools, decks and related equipment and pool equipment enclosures shall be screened or treated so as to avoid distracting noise and views. Locations of equipment granted or denied by the HDRB in its sole discretion.



Screening of Utilities

All heating, ventilating, and air conditioning units, utility meters, electric utility transformer boxes, swimming pool pump equipment, permitted satellite dishes and similar equipment, apparatus and fixtures on each Lot, including all refuse containers stored outdoors, must be screened from view from streets and from neighboring Parcels. Plants used as screening should be maintained by the Parcel Owner.

Fence, Walls, and Piers

Walls and fences shall be considered an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the Lot. All wall and fence designs shall be compatible with the surrounding environment. Fences and walls shall be considered as design elements to enclose and define courtyards, pools, and other private spaces, provide security and relate building forms to the landscape.

Privacy fences or walls which inhibit visibility (i.e., whether a solid masonry wall or wood fence) are not permitted in Haystack Ranch community unless approved by the HDRB.

Allowed Fence Design

- Open three rail, 48" high, 2x8 rails.
- 4x6 posts with chamfered tops.
- Stain color per community standard color.



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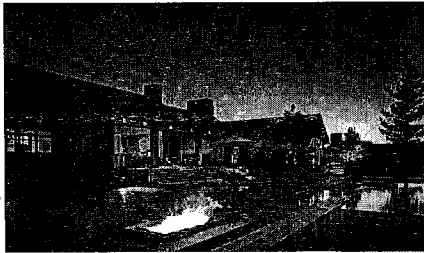
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Landscape Requirements (Yard Features)

Outdoor Entertainment Areas

- Outdoor entertainments areas are highly sought-after additions to homes in Haystack Reserve and are generally encouraged where appropriate. This includes fireplaces/fire pits, kitchens, grilling stations, etc. All outdoor entertainment areas are unique and thus will be individually reviewed by the HDRC on a case-by-case basis. For review, the HDRC request applicants submit a detailed narrative of the project including materials, fuel sources, equipment specifications along with site plans, elevations, 3D perspectives, and/or precedent photos.
- Outdoor entertainment areas are limited to the back yard of the home. Additionally, these areas should be a minimum of ten feet (10') away from any structure (or greater if required by local jurisdiction or due to unique site conditions which would necessitate additional distance for safety) and should never be placed on top of combustible materials such as wood (including decks/porches).
- Any permanently-installed outdoor entertainment elements must be a part of a greater plan that integrates with the landscape, is appropriate to the home's design, and complements the overall vision for Haystack Ranch. Any portable or temporary elements should never be used outside the backyard and should not be visible from the public way. These types of elements should be neatly stored away when not in use (if can be safely done).



- All fireplaces/fire pits and cooking stations (grills, smokers, etc.) must be built to local building codes and of non-combustible materials such as stone, brick, or steel.
- We are a tight-knit community and homeowners are required to ensure fires burn safely and are of an appropriate scale so as not to disturb neighbors.
- Failure to meet these requirements can result in the removal and abatement of these elements at the homeowner's expense.

Screened Porches and Screen Enclosures

- Screened enclosures can provide a comfortable way to enjoy the outdoors, but these areas must be carefully planned as to not detract from the home and should never negatively impact the public sight-lines at Haystack Ranch.
- Screened enclosures are limited to the rear yard of the home and will be reviewed on a case-by-case basis by the HDRC. The structure should match or complement the home in both color and material. Screened enclosures over pools are permitted to have screen roof panels, and in this case, should be constructed of dark metal framing and screens (white, stainless steel, or other bright colors are not allowed).



- Screened porches are encouraged to be included in the lot submittal to the HDRC during initial construction. Post-construction screened porches will be reviewed on a case-by-case basis. While these will be limited to the rear of the home, they may be acceptable on the front of the home only if it is appropriate to the style of the elevation and is built of the utmost quality. All screened-in-porches must be built in the same style as the home with materials that match the structure.
- All screened-in-porches and screened enclosures must be submitted to the HDRC for approval prior to the commencement of construction. The applicant should include relevant plans and elevations drawn to scale which depict materials, roof slopes, foundations, drainage (gutters/downspouts), and attachment details (when connected to home). All structures must be built to last and comply with any applicable local building codes.



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Landscape Requirements (Yard Features)

Ancillary Structures

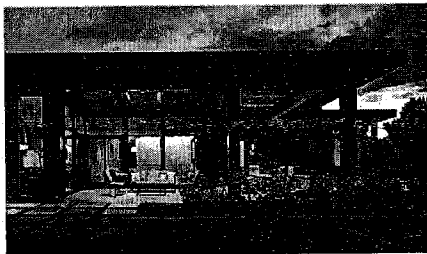
- Ancillary structures such as detached buildings and outdoor structures can contribute positively to the aesthetics of our community and increase the livability of our homes. Detached structures, such as garages, workshops, play structures, storage components, trellis/gazebos, pavilions, cabanas, etc. must be submitted to the HDRC for review prior to the commencement of construction. These elements will be reviewed on a case-by-case basis and will only be allowed when they contribute positively to the neighborhood.
- Applicants are encouraged to submit plans and elevations drawn to scale which illustrate the scope of the project. Please note, the HDRC is not responsible for any zoning or building code related review and these restrictions such as local building code, setbacks, easements, height requirements, etc. are the homeowner's and their contractors responsibility. All structures should be properly permitted through the local authority having jurisdiction. Failure to meet these requirements can result in the removal and abatement of these elements at the homeowner's expense.
- These structures are encouraged to be in the rear yard and out of public view. When within the view of the public way, they should be placed as unobtrusively as possible and properly screened with landscaping. Structures must match the home in style, paint color, and material. Structures should never impede views to landscape areas



such as ponds and open space and they should not negatively affect neighboring Parcels.

Lighting

- Lighting in Haystack Reserve is meant to be used as an accent to our homes and landscape. It should not contain high levels of light or overly cool/cold color temperatures. Lighting should be of a pedestrian scale and of just enough intensity to provide safety and soft accents. All landscape lighting is subject HDRC approval.
- Landscape lighting shall only be installed in landscape beds or along private sidewalks. Lighting elements are not allowed along the public way (sidewalks + streets) or driveways. Lights shall be black, dark bronze, earth toned, or a natural metal material. Each lighting element should be no less than 36" O.C. and should not exceed 18" in height in order to maintain a minimal visual impact during daytime and to limit intensity.
- Light fixtures are to be dark sky compliant. At minimum, the lighting source must be shielded from direct view. Lighting should be carefully aimed and be an appropriate distance from its subject so as to not over-light areas. (Tree mounted lighting is not allowed)
- Hardware (outside of the fixture itself) shall be placed below grade or hidden from public view.



- Under no circumstance may a light shine into other properties or into public spaces such as streets or sidewalks.
- Rope/String lighting may only be used in the front yard within public view during the winter holiday season. String lights may be used in limited amounts in private spaces within the rear yard so long as the light does not cast into neighboring homes/yards.



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From: [Fasick, Jessica](#)
To: [Goldstein, Andrew](#)
Cc: [Grimm, Denise](#)
Subject: Fw: [EXTERNAL] Let's celebrate the advent of railroads in Boulder County
Date: Thursday, January 26, 2023 7:48:52 AM

David Hawes would like this added in the packet to go to HPAB under Other Business. He'd like to discuss.

From: David Hawes <davidehawes@icloud.com>
Sent: Wednesday, January 25, 2023 5:13 PM
To: Fasick, Jessica <jfasick@bouldercounty.org>
Subject: [EXTERNAL] Let's celebrate the advent of railroads in Boulder County

Greetings all. Very much a draft and work in progress.

2023 = 150 years of railroad service to Louisville, Boulder and Longmont

Background

1869 = Golden spike driven at Promontory Summit, Utah.

1870 = Track laid on previously constructed grade. Passenger and freight service begins on June 23 between Denver and Cheyenne, Wyoming.

Boulder County Prelude = 1871 (early) = Standard gauge rail reaches Erie from the east (7.2 mile extension). Unlikely that this Denver & Boulder Valley line crossed into Boulder County.

150 years ago

1873 = both the Colorado Central (from Golden) and the Denver & Boulder Valley (west from Erie - became part of the Union Pacific in 1898) first reach Boulder with standard gauge rail. The Colorado Central line extends to Longmont.

What remains?

Much of the Colorado and Southern line is active today, operated by Burlington Northern/Santa Fe.

Rails west of Erie are no longer in place. RTD owns the line.

2031 = 150 years of railroad service to Lafayette

Synopsis (unconfirmed at this point) - Lafayette connected to Denver and Longmont by rail eight years after two railroads reach Boulder in 1873. This service continued past the turn of the century. Primary purpose of the line was to move coal to market.

First railroad through Lafayette = D U & P = Denver Utah and Pacific (originally narrow gauge - became part of the Chicago, Burlington & Quincy in 1908). From Denver as far as Mitchell (22.9 miles) opened for traffic on November 24, 1881, with narrow gauge trains operating between Denver and Longmont. From Mitchell to Longmont (9.8 miles) constructed by Denver, Longmont & Northwestern (sold under foreclosure in May 1883 to the Colorado Northern Railway Company, which consolidated with the D U & P in May, 1884). In 1885, 10.8 mile extension (narrow gauge) from Longmont to Lyons. Narrow gauge service did not last long - abandoned in 1889, but replaced with standard gauge on a revised alignment south of Irvington. Standard gauge service remains available today as far as the eastern edge of Lafayette. The Chicago, Burlington & Quincy branch through Lafayette to Longmont and Lyons was in place post-1966 (Wilkins/Colorado Railroads). Preliminary indications are that Mitchell corresponds to the Mitchell mine, located to the north of Baseline Road (roughly near the new Lowes). Wilkins mapping shows the original line crossing the SW corner of Weld County just to the east of Irvington.