

BLUE TEXT refers to changes approved in the 2021 Agreement

RED TEXT refers to new changes requested in this Conditional Use Review

**KEYNOTES TO CONCEPTUAL PLAN FOR PLANET BLUEGRASS FARM ANNEXATION**

AS APPROVED BY THE TOWN OF LVONS BOARD OF TRUSTEES JUNE 8, 2017

The following keynotes supplement the Conceptual Plan for the following property owned by ~~PlanetBluegrass Annex, LLC~~ Planet Bluegrass Farm, LLC (the "Owner") and zoned within the CE-1 Zone District, Town of Lyons:

*A portion of the Northwest Quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:*

*Beginning at a point on the West line of said Northwest Quarter, said point being a stone with a cross chiseled on top, from whence the West Quarter corner of said Section 18 bears South a distance of 1313.65 feet; thence South 86°20' East a distance of 396.00 feet; thence South a distance of 1096.47 feet to a point on a fence line, said fence line being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fence line the following courses and distances: South 80°56'15" East a distance of 97.07 feet; North 88°23'30" East a distance of 214.50 feet, North 71°31' East a distance of 101.32 feet, North 60°27'18" East a distance of 140.74 feet, North 45°05' East a distance of 286.37 feet, North 53°28'24" East a distance of 130.58 feet, North 59°48'08" East a distance of 155.21 feet, North 60°18'57" East a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado state Highway No. 66, thence along said right of way boundary 0.5 feet South of the right of way fence line and approximately parallel to said fence line, the following courses and distances; North 37°38'30" West a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West a distance of 203.92 feet, North 41°56'30" West a distance of 121.28 feet, North 49°45' West a distance of 191.84 feet, North 58°39'30" West a distance of 160.58 feet, North 68°12' West a distance of 190.08 feet, North 77°09'30" West a distance of 137.92 feet, North 84°02' West a distance of 140.29 feet, South 89°26' West a distance of 121.08 feet, South 82°18'30" West a distance of 136.02 feet, South 76°31'10" West a distance of 145.00 feet, South 74°05'30" West a distance of 268.02 feet to a point on the West line of the aforementioned Northwest Quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.*

*County of Boulder, State of Colorado.*

*Excepting therefrom that portion of subject property deeded to Department of Transportation, State of Colorado by Warranty Deed recorded April 7, 2006 at Reception No. 2768625.*

Total area = 26.2 acres, more or less (the "PBG Farm Property" or "Property").

These Keynotes describe the permitted uses and the general development allowed as of the effective date of annexation of the PBG Farm Property. These Keynotes are part of the Annexation Agreement by and between the Town of Lyons and the Owner, are incorporated into the Conceptual Plan attached hereto as **Exhibit 1**, and constitutes the initial CE-1 zone district requirements for the Property.

### **Purpose of PBG Farm Property and the CE-1 Zone District**

Conditioned on the approval of the annexation of the Property by the registered electors of the Town of Lyons at a special mail ballot election held for that purpose, the initial zoning of the Property will be established as CE-1 (Commercial Entertainment) Zone District. In accordance with the regulations governing the CE-1 Zone District (Lyons Municipal Code "LMC" Section 16-3-220), the CE-1 District is intended to provide opportunities for entertainment related activities and uses including but not limited to: (a) passive entertainment such as concert and stage performances; (b) education, training and research related to the entertainment based function of the site; (c) hand production and assembly of entertainment products and instruments as an activity related to the entertainment based function of the site; (d) the sale of food or beverages as an activity related to the approved uses of the site; (e) on-site residence which may be utilized for temporary lodging, business and office space for staff, tenants and/or owners as related to the business activities and the construction, maintenance, operation, expansion and security of the site; and (f) retail and mail order sales of products produced on-site and other arts, crafts and gift items related to approved on-site functions. The Conceptual Plan for the PBG Farm Property constitutes the initial "site plan" for the Property, as required by the CE-1 Zone District regulations. In accordance with LMC Section 16-3-220(d)(5) any use or activity not included within the scope and intent of the Conceptual Plan shall be prohibited.

The PBG Farm Property will be used in conjunction with the Planet Bluegrass **Ranch** Property consisting of approximately 17.70 acres, more or less, as described in **Exhibit 2** attached hereto (the "Planet Bluegrass Property"). The Keynotes to the Site Plan for the Planet Bluegrass Property are attached hereto as **Exhibit 3** and are incorporated herein by reference.

The PBG Farm Property is intended to support Major Events **and Mid-Tier** at the Planet Bluegrass Property and to host other Minor Events as may be approved by the Town from time to time, including educational activities and classes, farm to table dinners, and weddings, subject to the limitations and restrictions set forth herein and in the Amendable Letter of Understanding for the PBG Farm Property. No standalone Major **or Mid-Tier** Events shall be allowed on the PBG Farm Property. Major **and Mid-Tier** Events on the PBG Farm Property shall be limited to those dates on which Major **and Mid-Tier** Events are held on the Planet Bluegrass Property.

Camping and event parking on the PBG Farm Property shall be limited to the dates of Major **and Mid-Tier** Events, as that term is defined in the Planet Bluegrass Keynotes.

Beekeeping shall be allowed on the PBG Farm Property.

## KEYNOTES

### General Terms and Conditions for the Property

The following general terms and conditions apply to the use of the entire Property and the Conceptual Plan:

- A. The PBG Farm Property is principally intended to support the Planet Bluegrass Property for the conduct of “Events” as described in the Planet Bluegrass Keynotes under the terms and conditions of the Conceptual Plan and the requirements of the CE-1 Zone District. The use of the PBG Farm Property requires conformance with an “Amenable Letter of Understanding” and, where appropriate, other contractual agreements between the owner of the PBG Farm Property and the Town of Lyons for Events which utilize public areas, services, or facilities.
- B. Unless otherwise defined in these Keynotes, all words and phrases shall be given the meaning provided by the Lyons Municipal Code and, where not defined in the Code, shall be given the common and ordinary meaning.
- C. The following words and phrases shall have the meaning identified below:
- (1) “Annexation Agreement” means that certain annexation agreement by and between the Town of Lyons and the Owner related to the PBG Farm Property.
  - (2) “Conceptual Plan” shall mean and include all of the following:
    - (a) The Conceptual Plan Map prepared for the PBG Farm Property Annexation (one sheet) attached hereto as **Exhibit 1**;
    - (b) These Keynotes;
    - (c) The text of the Commercial Entertainment (CE-1) Zone District regulations found at Section 16-3-220 of the Lyons Municipal Code; and
    - (d) An “Amendable Letter of Understanding” for the PBG Farm Property.
  - (3) “Educational or classroom facilities” or “educational or classroom use” shall have the meaning set forth in the Planet Bluegrass Keynotes attached hereto as **Exhibit 3**.
  - (4) Event shall mean and include ~~both~~ a “Major Event”, a “**Mid-Tier Event**” or a “Minor Event” occurring both within and outside of a structure on the PBG Farm Property as further described in the Conceptual Plan.
  - (5) “Major Event” shall mean a “Major Event” as that term is described in the Planet Bluegrass Keynotes attached hereto as Exhibit 3. The PBG Farm Property shall be permitted to conduct the permitted accessory uses allowed for a Major Event, as set forth in Section C(3) of the General Terms and Conditions of the Planet Bluegrass Keynotes, including camping for up to 1,200 people ~~{in North Campground Area only}~~ and parking for up to ~~1,000~~ **1,400 (to match amounts approved in use areas)** cars.
- Upon application by the Owner made not less than 90 days prior to the date of commencement of a Major Event, the Board of Trustees may modify or alter the restrictions provided by this section (4) where the Board finds that *there* will be no detriment to the health, safety, and welfare of the public and that such modification or alteration is generally consistent with the Conceptual Plan.
- (6) “**Mid-Tier Event**” shall mean a “**Mid-Tier Event**” as that term is described in the Planet Bluegrass

Keynotes attached hereto as Exhibit 3. The PBG Farm Property shall be permitted to conduct the permitted accessory uses allowed for a Mid-Tier Event, as set forth in Section C(4) of the General Terms and Conditions of the Planet Bluegrass Keynotes, including camping for up to 1,200 people ~~(in North Campground Area only)~~ and parking for up to 1,400 cars.

Upon application by the Owner made not less than 90 days prior to the date of commencement of a Major Event, the Board of Trustees may modify or alter the restrictions provided by this section (4) where the Board finds that *there* will be no detriment to the health, safety, and welfare of the public and that such modification or alteration is generally consistent with the Conceptual Plan.

- (7) "Minor Event" shall mean and include only the following:
- (a) Not more than twelve (12) events in any one calendar year at which fewer than 250 persons are in attendance, with no more than one (1) said event to occur per week up to the maximum of 12 events in any one calendar year, any only on a Friday or Saturday.
  - (b) Minor Events shall be allowed for the purposes of conducting seminars, educational or academic functions, conferences, weddings, family or group meetings, farm to table dinners, and similar functions.
  - (c) There shall be no overnight camping at any Minor Event.
  - (d) No Minor Events shall be held on any Sunday, Monday, Tuesday, Wednesday, or Thursday.

Upon application by the Owner made not less than 90 days prior to the date of commencement of a Minor Event, the Board of Trustees may modify or alter the restrictions provided by this section (5) where the Board finds that there will be no detriment to the health, safety, and welfare of the public and that such modification or alteration is generally consistent with the Conceptual Plan.

- (8) "Sunday Lineups" shall mean lineups that occur on Sunday at the Farm for purposes of safely conducting vehicles to events at the ranch. These lineups are permitted and shall not count against the twelve (12) minor events allowed in any one calendar year. Parking for Sunday Lineups shall not commence earlier than 9:00am and lineup activities shall be completed no later than 5:00pm.
- (9) "Owner" shall mean Planet Bluegrass Farm Annex, LLC, a Colorado limited liability company and its permitted successors or assigns.
- (10) "PBG Farm Property" shall mean the property legally described in Annexation Agreement and these Keynotes.
- (11) "Planet Bluegrass Property" means the property described in **Exhibit 2**.

D. All Events shall comply with the PBG Farm Property noise restrictions set forth in the Annexation Agreement.

- E. Except for the existing structures specifically noted in the Conceptual Plan, no future, proposed, planned, or new structures, buildings, or renovations will be allowed unless a revised Site Plan (amending the Conceptual Plan) is approved by the Board of Trustees in accordance with the procedures set forth in Section 16-3-220(h) and Article 7 of Chapter 16 of the Lyons Municipal Code. The Conceptual Plan shall remain effective and shall constitute the supporting documentation for the CE-1 Zone District designation for the PBG Farm Property until the earlier of the following: (1) rezoning of the Property in accordance with local and state law; (2) transfer of ownership from the Owner to any other person or entity. A transfer of ownership which renders the Conceptual Plan ineffective pursuant to this section (E) shall require that a new Site Plan be prepared and submitted for approval to the Town of Lyons prior to commencement of any Event on the PBG Farm Property.
- F. All structures that require a building permit shall conform to applicable uniform building standards adopted by the Town of Lyons and applicable federal and state accessibility standards.
- G. Occupancy of any structure is limited to the standard made applicable by local ordinance or state law.
- H. All applicable ordinances, resolutions, and regulations of the Town of Lyons shall be applicable to all structures and uses within the Property unless otherwise expressly stated by the Conceptual Plan or the Annexation Agreement. No implicit waiver, release, or repeal of any otherwise applicable provision of law is intended by the Conceptual Plan. The Conceptual Plan implements the CE-1 Zone District classification of the Property and does not constitute a "site specific development plan" or a "subdivision plat" and does not create a "vested right" as these phrases are defined by federal or state law. Amendments of applicable ordinances, resolutions, and regulations of a general nature shall be applicable to the Property and the Conceptual Plan to the same extent applicable to other similarly situated property in the Town of Lyons.
- I. The Property Includes areas within the floodway and floodplain. Any existing lawfully erected and lawfully existing structures and uses specifically noted in the Conceptual Plan as located within the floodway or floodplain shall be recognized as nonconforming structures and uses. The continued use and occupancy of nonconforming structures and uses is governed by provisions of the Lyons Municipal Code. All construction or activities occurring within the floodway or floodplain shall be approved by the Town of Lyons.
- J. Flammable, hazardous, or explosive liquids, gases, or other materials shall be prohibited from storage or use within the PBG Farm Property other than the storage and use of limited quantities of flammable or hazardous materials reasonably necessary for the day-to-day maintenance and operation of the permitted uses and activities. Any such storage or use shall conform to all federal, state, and local laws. The use of explosives, firearms, or handguns shall be prohibited within the Property, except for firearms or handguns in the possession of federal, state, or local law enforcement personnel and except for the use of fireworks or pyrotechnics may be authorized where permitted by state or local law and only with the advance written approval of the Town of Lyons Board of Trustees.
- K. No camping fires or grills shall be allowed on the PBG Farm Property, unless specifically reviewed by the Boulder County Sheriff's Office, the fire protection district, and the Town Administrator, and then only pursuant to specific terms and conditions as may be included in an approved event plan. As used herein, the term "grills" means portable BBQ grills, charcoal, propane, electric, portable fire pits, portable camping stoves, appliances. No camping fires or grills shall be allowed during a fire ban as established by the Town or the Boulder County Sheriff. If allowed in a specific event plan, the Town shall have the right to

Immediately revoke authorization for camping fires or grills based upon site conditions on the PBG Farm Property, if necessary to protect the public health, safety and welfare, even in the absence of an official fire ban.

- L. Any use, activity, **major** improvement, and/or structure not otherwise explicitly described in the Conceptual Plan or these Keynotes is prohibited.
- M. No construction or improvement shall be permitted which violates the restrictions of any public or private easements affecting the Property.
- N. Renovation and repair of any existing structures on the Property shall adhere to the applicable uniform construction standards adopted by the Town of Lyons.
- O. Emergency access within *the* Property shall be maintained at all times. Adequate drive width a minimum of fifteen (15) feet in width shall be maintained into the center of the PBG Farm Property with adequate turn-around space to be maintained for emergency vehicles. Not less than ten (10) days prior to the commencement of each and every Event, *the* Owner shall advise the Town of Lyons Law Enforcement Administrator (Boulder County Sheriff's Office) and the appropriate fire protection service provider or fire protection district concerning the location and layout of the emergency access route and turn-around.
- P. Any water provider hired by the Owner to bring water in from off site for any Event, or as required by the Town as a condition of approval of any Event Plan, must be approved by the Colorado Department of Public Health and Environment (CDPHE).
- Q. An amendment or approval of the attached form of Amendable Letter of Understanding which is consistent with these Keynotes shall not constitute an amendment of the Conceptual Plan and may be processed and approved by the Board of Trustees in the same manner as approval of contracts and other agreements by the Town (by adoption of a resolution adopted at a publicly noticed meeting).

**THE FOLLOWING NUMERICAL KEYNOTE NUMBERS CORRESPOND TO NUMERICAL REFERENCES ON THE CONCEPTUAL PLAN:**

- 1. EXISTING SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE. Maximum height: 20 feet. Maximum total floor area: 2,350 square feet. Maximum area of attached garage: 600 square feet. The existing residence may be used for temporary lodging and any provision of the LMC that requires owner-occupancy of the residence shall not apply. **Fence may be constructed around the residence to separate the yard from other property uses.**
- 2. EXISTING BARN. Maximum height: 35 feet. Maximum total floor area: 875 square feet.
- 3. EXISTING SHED.
- 4. PARKING AND OVERNIGHT TENT CAMPING AREA- NORTH CAMPGROUND (4.2 ACRES). This area shall be maintained for grazing and the accommodation of livestock; but, may be used for overnight camping if coinciding with a Major Event **or Mid-Tier Event**. Campers, vehicles and tents shall not occupy this area sooner than 24 hours prior to a Major **or Mid-Tier** Event and shall be removed within 24 hours following a Major **or Mid-Tier** Event. Total number of campers shall not exceed ~~1,200~~ 950, and vehicles shall not exceed ~~150~~ 400 in this area during any Major or Mid-Tier Event. No improved parking spaces allowed within this area. Overflow parking shall be allowed in this area,

up to a maximum of fifty (50) vehicles, in accordance with paragraph 8 below. Camping within fifty feet (50') of the North St. Vrain Creek or any wetlands area shall be strictly prohibited.

~~5.~~ SOUTH GRAZING AREA - WETLANDS (2.8 ACRES). This area shall be maintained for grazing and the accommodation of livestock and may be occupied by the Owner or Owner's invitees or guests for non-commercial daytime leisure activities such as picnicking, fishing, and similar non-commercial activities. Overnight camping is allowed in this area in conjunction with any Major Event. Campers may occupy this area no sooner than 24 hours prior to Major event and shall be removed within 24 hours following a Major event. Camper vehicle access from Apple Valley Road is prohibited, but service vehicle access is allowed as necessary. This area may be used for temporary and permanent storage of equipment. Up to five (5) temporary yurts may be erected on this property to be used year-round as short-term rentals. This area may also be used for the building of an accessory dwelling. Access to the accessory dwelling and yurts is permitted year-round from Apple Valley Road. ~~No camping or vehicle parking associated with any Major Event or Minor Event shall be allowed in this area at any time. As set forth in the Annexation Agreement, there shall be no public access from Apple Valley Road to this area.~~

6. PARKING AREA (7.4 ACRES). This area shall be maintained primarily for grazing and the accommodation of livestock; but may be used for overnight parking if coinciding with a Major or Mid-Tier Event occurring on the Planet Bluegrass Property. Up to 1,000 cars are allowed to park in this area ~~for up to ten (10) Event days per year.~~ The parking area shall not be striped but the parking area shall be managed in order to create easily recognizable and logical pedestrian and vehicle aisles. An emergency access corridor of a minimum width of twenty (20) feet shall be identified and maintained through the Parking Area and the North Campground Area. Maximum capacity: 1,000 vehicles for Major and Mid-Tier Events. No improved parking spaces allowed within this area.

7. ~~ALTERNATE~~ ACCESS POINT AND GATE STRUCTURE (Keynote moved to Main Entrance on Site Plan). Alternate access to Property shall be at specific location as approved by Colorado Department of Transportation (COOT), authorizing ~~1,000~~ 1400 vehicles maximum per day ~~up to a maximum of twenty two (22) days per year. up to a maximum of ten (10) days per year.~~ Gate Structure shall be a permanently anchored structure and may include one (1) sign facing U.S. Highway 36 which shall not exceed fifty (50) square feet of sign area. Maximum height of Gate Structure shall be six feet (6').

8. EVENT PARKING / WEDDING VENUE (1.2 ACRES). This area shall be where all Minor Events shall occur. A small parking lot may be created for the parking of up to forty (40) cars, within any additional vehicles necessary to support the maximum attendance of 250 persons per Minor Event to be parked within the "Area 4" as designated on the Conceptual Plan [PARKING AND OVERNIGHT TENT CAMPING AREA- NORTH CAMPGROUND (4.2 ACRES)]. Prior to the installation of the small parking lot referenced in this paragraph 8, the Conceptual Plan shall be amended to specifically identify the location of the parking lot and improved access thereto. All parking spaces shall meet all parking stall size requirements of the Town of Lyons and include a sufficient number of handicapped parking spaces as may be required by applicable federal and/or state accessibility laws. Unless otherwise required by applicable federal and/or state accessibility laws, the improved spaces and internal parking lot access shall be constructed as a graveled surface area of approximate size and outline as will be shown on a future amendment to the Conceptual Plan. No vehicles shall be allowed to park within this area until 8:00 a.m. on the morning of a Minor Event and must be removed by 12:00 midnight on the evening of the Minor Event. Otherwise, this area (EVENT PARKING / WEDDING VENUE) shall be used only by vehicles engaged in the uses allowed year-round on the PBG Farm Property. ~~Parking is permitted in this area in conjunction with any Major and Mid-Tier Event as well.~~

9. CATTLE PROTECTION SHED. Owner shall be authorized to construct a "pole barn" type shed in the area generally depicted on the Conceptual Plan. The structure shall be three-sided and not exceed 12' x 24'. The cattle protection shed may be exempt from Town building permit requirements. The Owner shall coordinate with the Town's

building official, Charles Abbott Associates, Inc. (CAA), or their successor, in order to apply for any and all necessary permits as may be required prior to constructing the cattle protection shed

10. **EXISTING FARM.** This area shall be maintained for grazing livestock and utilized for overflow parking related to Mid-Tier and Major Events. (This area was outlined in the original Site Plan, but no Keynote existed for it)

11. **Future BATHHOUSE STRUCTURE.** Restroom and shower facility for campers on the North Side of the River to be constructed. Maximum height: 35ft. Maximum floor area: 2,000 square feet. Approval of building permit will be subject to grading and utility review approved by the Utilities and Engineering Commission.

12. **Future CATTLE SHEDS.** Actual locations to be determined. Maximum of 3 15ft x 15ft sheds that can cover livestock during extreme weather and may also be used for storage or sun protection by event staff during Events.

13. **Future PERMANENT BRIDGE.** Bridge spanning the North Saint Vrain Creek to allow pedestrian, livestock, and ranch vehicle access between properties. Bridge placement location and size to be determined by future engineers based on flood plain impacts.

14. **TEMPORARY BRIDGE.** Bridge spanning the North Saint Vrain Creek to allow pedestrian or livestock access between properties. Placement is temporary and as approved in annual Flood Plain Development permits.

15. **Future PERIMETER FENCES.** Option to build perimeter fences around the entire property as necessary to corral livestock and prevent trespassing.

16. **Future TEMPORARY OR PERMANENT STORAGE STRUCTURE.** Storage structures in the South Grazing Area may be temporary (i.e. – Shipping Container) or a permanent structure.

17. **Future ACCESSORY DWELLING UNIT.** Accessory dwelling unit built above the storage structure in Keynote 16 or as a separate structure. Maximum height: 35ft. Maximum floor area: 2,000 square feet. Use limited to short term rental or permanent residence. Approval of building permit will be subject to grading and utility review approved by the Utilities and Engineering Commission.

18. **Future TEMPORARY YURTS OR TINY HOMES.** Temporary structures to be utilized as short-term rentals or in conjunction with Major Events. Actual locations to be determined to maximize privacy and function.

19. **Future BATHHOUSE STRUCTURE.** Restroom and shower facility for campers on the South Side of the River to be constructed. Maximum height: 35ft. Maximum floor area: 2,000 square feet. Approval of building permit will be subject to grading and utility review approved by the Utilities and Engineering Commission.

Upon application made by the Owner, a request to make a minor change, build a new structure less than 1,000 square feet, or add less than 1,000 square feet on to an existing structure can be approved through a vote of the BOT.



