

**DEVELOPMENT AGREEMENT
RELATING TO DEVELOPER'S OBLIGATIONS IN
SPECIAL USE PERMIT APPLICATION**

THIS AGREEMENT is made on this 12TH day of FEBRUARY, 1991, by and between the Board of County Commissioners of Boulder County, Colorado, hereinafter referred to as "County," and Paclamar Farms, hereinafter referred to as "Developer".

WHEREAS, Developer has submitted to County for approval of a Special Use Permit, hereinafter referred to as "development;" and

WHEREAS, County has fully considered the proposed development and the requirements to be imposed upon the land and properties by reason of the proposed development; and

WHEREAS, County is willing to approve the development upon the agreement of the Developer to the matters herein described; and

WHEREAS, County and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the County in connection with its approval of the development, and that such matters are necessary to protect, promote and enhance the general welfare.

WHEREAS, County has determined that this agreement is consistent with the Boulder County Comprehensive Plan and applicable county regulations; and

NOW, THEREFORE in consideration of the premises, the mutual covenants herein contained and the approval of the development, it is agreed as follows:

1. Conversion of the Paclamar Dairy Farm to Paclamar Stables shall be consistent with the commitments of record and conditions of approval established in Special Use approval Docket SU-90-9 and with the attached plans (including location, directional orientation, height and dimension of all structures and buildings existing and proposed with total number of square feet of floor area of principal buildings.
2. Developer agrees to use the on site well as a domestic well only.
3. The residence is served by an individual septic system installed per a Boulder County Health Department permit. The septic system absorption bed must be enlarged to meet current Boulder County Health Department standards for single family residential use. Developer agrees to enlarge the absorption bed following Boulder County Health Department standards and procedures.
4. Developer agrees to manage the treatment and use of the pasture area according to the Standard and Specification for Pasture and Hayland Management published by the United States Department of Agriculture, Soil Conservation Service for Colorado.

5. Boulder County may conduct a periodic review of the status of the development which is the subject of this agreement, said review to occur at 12-month intervals.
6. In consideration of the above conditions and covenants, the County agrees to grant a vested property right for the proposed development to proceed pursuant to the terms of this agreement. The vested right shall have a term of 3 years subject to the provisions for modification and termination contained herein. The developer may request an extension of said vested right.
7. The vested property right granted herein shall be terminated if Boulder County determines that the developer is not in good faith compliance with the terms of the agreement.
8. Subsequent regulations enacted by Boulder County shall be applicable to the proposed development if necessary to protect the health and safety of the inhabitants of Boulder County or if general in nature and applicable to all properties subject to County land use regulations.
9. The developer shall participate in the appropriate road impact fee fund if and when Boulder County adopts a county-wide road impact fee system prior to the issuance of building permits pursuant to this agreement.
10. This agreement may be canceled or amended on the mutual consent of the parties or to bring the proposed development into conformance with federal or state law.
11. Developers' compliance with the terms of this agreement may be enforced by any legal means, including but not limited to, termination of developers' vested right granted herein, revocation of developers' approval, denial of building permits, or action for breach of contract.
12. The terms and conditions of this agreement shall be covenants which run with the lands and inure to the benefit of and are binding upon the heirs, successors and interests and assigns of the parties hereto.
13. Liability: In addition to the other remedies herein granted, the persons who are the then owners of the Development assume personal responsibility for the execution of all requirements contained in this Development Agreement. In addition, the individuals signing this Development Agreement as Developers are and shall remain personally responsible for completion of the obligations contained within paragraph 3 above. This covenant shall be for the benefit of Boulder County only, and shall not inure to the benefit of any third party or other governmental agency.

14. This agreement, upon execution, shall be recorded in the records of the Boulder County Clerk and Recorder.
15. Enforcement - Boulder County may waive or modify requirements herein. It is agreed that Boulder County or any purchaser of any land subject to the restrictions or requirements of the Development Agreement shall have the authority to bring an action in the Boulder District Court to compel the enforcement of this agreement and the restrictions and requirements herein provided for. If the property becomes included within the boundaries of any city or town, Boulder County's right to enforce this agreement shall automatically pass to the governing body of the city or town. Boulder County shall have the right to waive its rights to enforce this agreement or to modify the same (with the consent of the Subdivider) without obtaining the consent of any other entity or person; provided that if the property becomes included within the boundaries of any city or town, such rights of Boulder County shall automatically pass to the governing body of the city or town.
16. Recordation - The Developer shall file for recording with the Boulder County Clerk and Recorder this Development Agreement, reduced site plan and/or any other documents required as part of the approval by the Board of County Commissioners of the above referenced development.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th day of FEBRUARY, 1991.

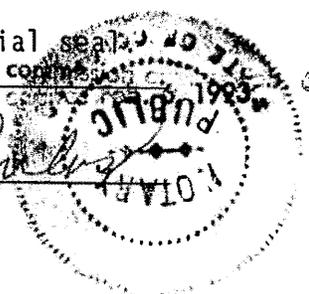
OWNER-DEVELOPER

Paclamar Farms
by W.R. Brooks, General Partner

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this 5th day of Feb-
ruary, 1991, by Paclamar Farms, By W.R. and _____
Brooks, General Partner

Witness my hand and official seal, My commission expires _____ My commission expires _____
Marian B. Powell
Notary Public



BOULDER COUNTY

Henselpage
CHAIR, BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:

[Signature]
CLERK OF THE BOARD
BOULDER COUNTY, COLORADO

8778 Arapahoe Rd.



Land Use Department

Courthouse Annex
2045 13th Street • 13th & Spruce Streets • Boulder, Colorado 80302 • (303) 441-3930

January 13, 2000

Bobbie and Mark Randolph
BoMar Farms (Paclamar Stables)
8778 Arapahoe Rd.
Boulder, CO 80303

Re: Grandfathering of equestrian center at 8778 Arapahoe Rd.

Dear Mr. and Mrs. Randolph:

Thank you for the information you provided regarding your outdoor arena located at 8778 Arapahoe Rd. We will keep the information on file so that we have a record of the grandfathering of your operation and its conformance with the *Boulder County Land Use Code*.

Per the Special Use permit you were granted in 1990, you are allowed an riding academy with boarding of 45 horses maximum, 12 riders daily with monthly clinics of 50 people maximum, and five full-time staff members maximum. The conditions of your Special Use permit will continue to apply to your riding academy/equestrian center.

Your equestrian center, with the type and level of use described in your letter received December 28, 1999, was lawfully existing per Special Use permit prior to the August 13, 1998 amendment of the *Land Use Code* which resulted in specific zoning requirements for Equestrian Centers. Grandfathered uses that were lawfully existing prior to August 13, 1998 may be continued subject to the following requirement(s):

1. The use may not be expanded from the description given in your December 27, 1999 letter unless the expansion complies with all applicable requirements of the *Land Use Code*, including, but not limited to, Article 4, Section 502 (B). Your current use includes an outdoor arena with lighting and an amplified sound system, an outdoor arena without lighting or a sound system, an indoor arena with lighting and a sound system, and a round pen. Additionally your current use allows up to 12 competitive events per year, as well as summer camp type horse programs May through September as detailed in your December 27, 1999 letter.
2. From your site plan we are unable to determine if your outdoor riding arenas meets the current setback requirement. If the outdoor arenas do not meet the current setback requirement of 300 feet from neighboring residences, they may not be altered or enlarged in any way without a review process. Alteration would include adding lighting or a sound system.

Please feel free to contact me at (303)441-3930 should you have any questions. Thank you for submitting your information for us to review.

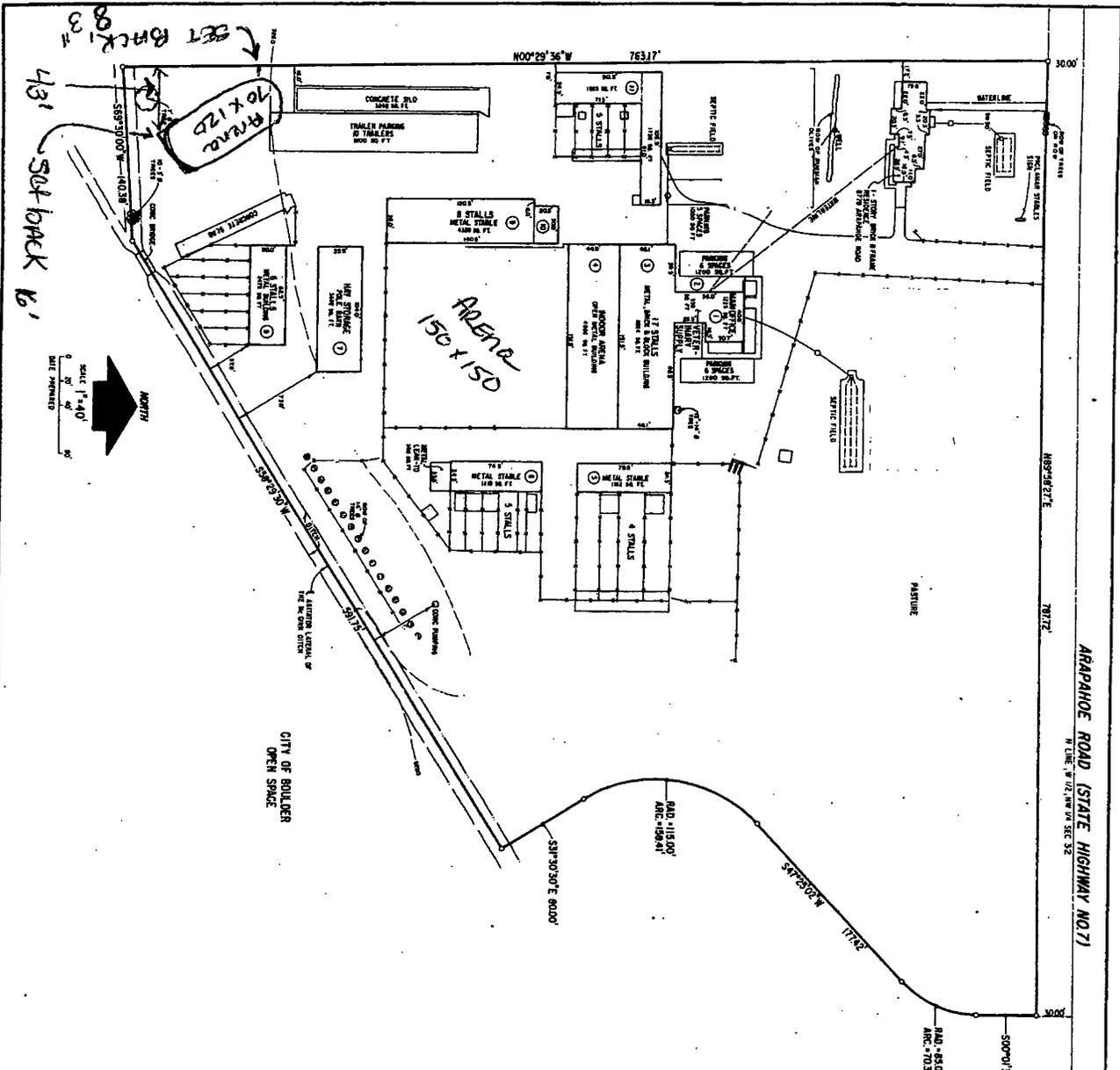
Sincerely,

Kimberly Sanchez
Planner Technician

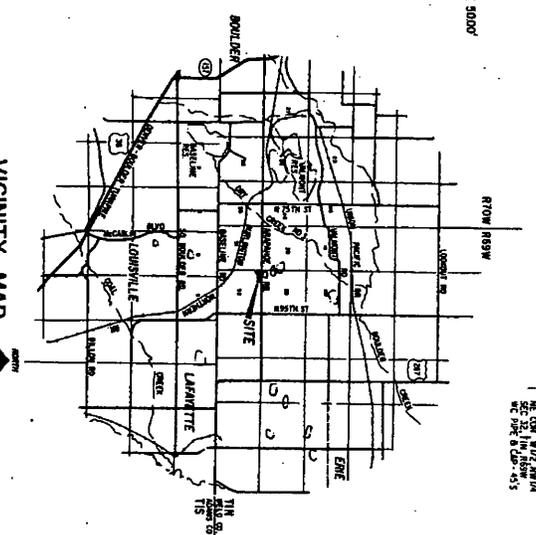
cc: EQ-99-69, letter log
Jana L. Mendez
County Commissioner

Ronald K. Stewart
County Commissioner

Paul Danish
County Commissioner



ARAPAHO ROAD (STATE HIGHWAY NO. 7)
 N. LINE: 102' 0" W. OF SEC. 32
 78772'



NOTES:
 1. ALL UTILITIES SHOWN ARE BASED ON THE FOLLOWING INFORMATION:
 - ASSESSMENT MAPS
 - UTILITY RECORDS
 - FIELD SURVEY
 - VISUAL INSPECTION
 - OTHER SOURCES
 2. THE CITY OF BOULDER HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT DOES NOT VIOLATE ANY CITY ORDINANCES.
 3. THE CITY OF BOULDER HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT DOES NOT VIOLATE ANY CITY ORDINANCES.
 4. THE CITY OF BOULDER HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT DOES NOT VIOLATE ANY CITY ORDINANCES.

SCALE: AS SHOWN
 DATE: 10/15/03
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 JOB NO.: 03-001
 SHEET NO.: 1 OF 1

PACLAMAR STABLES
 SPECIAL USE PERMIT

NO.	DESCRIPTION	DATE BY
1	PRELIMINARY PLAN	JLB/10/15/03
2	FINAL PLAN	JLB/10/15/03

RMC ROCKY MOUNTAIN CONSULTANTS, INC.
 1960 INDUSTRIAL CIRCLE, SUITE A
 LONGMONT, COLORADO 80501
 PHONE: 772-5282 METRO: 665-6283

RECEIVED

DEC 28 1999

December 27th, 1999

LAND USE DEPT.

Graham Billingsley
Director, Land Use Department
P.O. Box 471
Boulder, Co. 80306

Dear Graham,

This letter shall serve to inform Boulder County that we wish to grandfather in our existing outdoor arenas as allowed by Regulation 4-502(Agricultural Uses), Section D (Equestrian Center) 5(c) Additional Provisions: Existing establishments will be considered conforming at their present levels of use provided a site plan and description of the operation, including number and types of competitive events is submitted to the Land Use Department by December 31, 1999.

A current description of our operation includes:

1. All aspects of use as outlined in Special use permit granted in 1990 (Paclamar Farms) for Equestrian center with up to 45 horses.
2. One lighted outdoor arena (150x150') with sound system.
3. One lighted indoor/covered arena (45x150') with sound system.
4. One non-lighted outdoor arena (70x120').
5. One 50' round pen.
6. Competitive events not exceeding 12 per year, including 4-H & Pony Club functions, various breed and discipline shows.
7. Summer camp type horse programs for school aged children, May thru September.

Attached is a site plan as recorded with your office as Paclamar Stables during its approval for a special use permit in 1990. Added to this site plan was an outdoor arena (70 x 120') that was constructed in 1996. The property line setbacks have been noted. The 50' round pen is also shown although this pen is portable, thus no set backs have been noted.

Please return a letter to ourselves stating that our operation is in compliance.

Sincerely,

Bobbie Randolph
 Bobbie & Mark Randolph
 BoMar Farms (aka Paclamar Stables)
 8778 Arapahoe Rd.
 Boulder, Co. 80303
 303-665-8830

lights
 sound
 events
 setbacks

	<u>lighted arena</u>	<u>arena</u>	<u>indoor arena</u>
lights	YES	NO	YES
sound	YES	NO	NO
events	12/yr		
setbacks	—————>		