

LAND USE APPLICATION FORM

| | |
|---|--|
| APPLICANT FULL NAME: <i>Dan Lee</i> | ADDRESS: <i>1735 OAK Ave Boulder CO 80304</i> |
| APPLICANT'S PHONE #: <i>303-818-2329</i> | APPLICANT'S EMAIL: <i>dan@bolderdetails.com</i> |
| PROJECT NAME: <i>High street homes</i> | PROJECT ADDRESS: <i>217 High St. Lyons CO 80540</i> |

| TYPE OF APPLICATION (Check One) | | |
|---|--------------------------|--|
| Annexation | Sketch Plan | <input checked="" type="checkbox"/> Minor Subdivision |
| Change of Zone | Preliminary Plat | <input type="checkbox"/> Plat Vacation |
| Conditional Use Review | Final Plat | <input type="checkbox"/> Lot Consolidation |
| Vacation of Right-of-Way/Easement | Plat Amendment | <input type="checkbox"/> Survey Correction Plat |
| <input checked="" type="checkbox"/> Variance (zoning / building / sub.) | Planned Unit Development | <input type="checkbox"/> Site Plan or Development Plan |
| Special Use Review | Telecommunications | <input type="checkbox"/> Other: |

PROJECT INFORMATION:

| | | | |
|---|----------------------------------|--|--|
| Is site within Lyons' Planning Area? | <i>yes</i> | Is site within Lyons' Town Limits? | <i>yes</i> |
| Existing Use (single family, commercial, etc.): | <i>single family</i> | Proposed Use: | <i>build single family residential</i> |
| Existing Zoning: | <i>single family residential</i> | Proposed Zoning: | <i>single family residential</i> |
| Number of Existing Residential Lots: | <i>1</i> | Number of Proposed Residential Lots: | <i>make 1 into 2</i> |
| Number of Existing Commercial Lots | <i>0</i> | Number of Proposed Commercial Lots: | <i>0</i> |
| Number of Existing Industrial Lots: | <i>0</i> | Number of Proposed Industrial Lots: | <i>0</i> |
| Total Property Acreage: | <i>.29</i> | Does the property have slopes greater than 5%? | |
| | | <i>no</i> | |

Legal Description of Property – Lot #, Block #, and Subdivision; or Location in Section, Township, and Range

Parcel # 1203184(0003

ADDITIONAL CONTACTS (Owner, Consultants):

| | |
|------------------------------|--|
| Full Name: | <i>Tracey Sobel - CO-owner</i> |
| Address: | <i>1735 OAK Ave Boulder CO 80304</i> |
| Contact Info (email, phone): | <i>Yarrow1111@aol.com 303-859-1889</i> |
| Full Name: | |
| Address: | |
| Contact Info (email, phone): | |

COMPREHENSIVE PLAN AND PARKS OPEN SPACE TRAILS MAP CONSISTENCY:

| | Yes/No | Describe |
|--|--------|----------|
| Locate your property on the 2010 Lyons Planning Area Map. Does your proposed use meet the use designation shown? | YES | |
| Is the project or property consistent with the guiding principles, goals, and objectives set forth in the 2010 Lyons Comprehensive Plan, or the 2014 Lyons Recovery Action Plan or the 2016 Lyons Primary Planning Area Action Plan? | YES | |
| Is the project or property consistent with the Sustainable Design and Development Principles in Appendix D of the Comprehensive Plan. | YES | |
| Is the project/property in or adjacent to a gateway designation on the Comprehensive Plan's Lyons Gateway Map (p87)? | NO | |
| Does the proposed project or property have or is it adjacent to a designation on the legend of the Parks Recovery Plan's Trails Planning, Park Connectivity and Recreational Opportunities Map (pg. 47)? | NO | |
| Is the proposed project or property in the floodplain? View floodplain map on the Town website under maps | NO | |
| Is the proposed project or property adjacent to a public facility or does it include a public/municipal facility? | NO | |
| Does the proposed project or property have unique habitat or include a wildlife corridor? | NO | |

UTILITY PROVIDER:

| | | |
|------------------------|----------------------|-------------------------|
| Water: Town of Lyons | Sewer: Town of Lyons | Electric: Town of Lyons |
| Gas: Xcel energy | Cable: | Phone: |
| Fire Protection: Lyons | Other: | |

CERTIFICATION:

I certify that I am the lawful owner of the parcel(s) of land, which this application concerns, and consent to this action.

Owner: _____

Date: 10/28/24

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Lyons must be submitted prior to having this application processed.

Applicant: _____

Date: 10/29/24

FOR STAFF USE ONLY:

| | |
|--------------------------|----------------|
| APPLICATION ACCEPTED BY: | DATE ACCEPTED: |
| FEE RECEIVED: | TRACKING #: |



Town of Lyons
Community Development Department
 432 5th Ave.
 Lyons, CO 80540
 (303)823-6622
 communitydevelopment@townoflyons.com

LAND USE PERMITS

| AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES | | | |
|--|-------------------------------------|----------------------------------|--|
| APPLICATION TYPE | APPLICATION FEE (NON-REFUNDABLE) | ESCROW ACCOUNT | ADDITIONAL MATERIAL REQUIRED |
| Rezoning (except LI) | \$500.00 | \$1,000.00 | See LMC 16-15-30 |
| Special or Conditional Use Review | \$250.00 | \$500.00 | See LMC 16-7-35 or 16-7-30 |
| PUD Rezoning | \$500.00 | \$1,000.00 | See LMC 16-4-50 |
| Variance (Zoning / Building / Subdivision) | \$250.00 | \$500.00 | See LMC 16-15-30 |
| Board of Appeals | \$250.00 | \$500.00 | See LMC 16-15-30 |
| Telecommunication Application | \$500.00 | \$1,500.00 | See LMC 16-11-50 |
| Zoning Verification Letter | \$50.00 | — | — |
| Change of Use | \$200.00 | — | Requires Inspection and Occupancy Review |
| 16-7-50(b) Review | \$150.00 | — | See LMC 16-7-50(b) |
| DEVELOPMENT OR SITE PLAN | | | |
| Up to 1 Acre | \$500.00 | \$2,000.00 | See LMC 16-17-30 |
| Up to 3 Acres | \$500.00 | \$4,000.00 | See LMC 16-17-31 |
| Up to 10 Acres | \$500.00 | \$6,000.00 | See LMC 16-17-32 |
| Over 10 Acres | \$500.00 | \$8,000.00 | See LMC 16-17-33 |
| SUBDIVISION | | | |
| Survey Correction Plat | \$500.00 | \$500.00 | Sec. LMC 17-9-40 |
| Lot Consolidation | \$250.00 | \$500.00 | Sec. LMC 17-7-50 |
| Plat Vacation | \$500.00 | \$500.00 | Sec. LMC 17-6-40 |
| Plat Amendment | \$500.00 | \$500.00 | Sec. LMC 17-5-40 |
| Minor Subdivision | \$500.00 | \$1,000.00 | Sec. LMC 17-3-40 |
| MAJOR SUBDIVISION | | | |
| Sketch Plan (Reg and PUD) | \$500.00 | \$1,000 + \$10 per dwelling unit | Sec. LMC 17-4-50 |
| Preliminary Plan (Reg and PUD) | \$500.00 | \$1,000 + \$10 per dwelling unit | Sec. LMC 17-4-60. |
| Final Plat (Reg and PUD) | \$500.00 | \$1,000 + \$10 per dwelling unit | Sec. LMC 17-4-70. |
| ANNEXATIONS | | | |
| Up to 5 acres | \$500.00 | \$3,000.00 | Sec LMC 15-1-120 |
| 5-20 acres | \$500.00 | \$6,000.00 | Sec LMC 15-1-120 |
| Over 20 acres | \$500.00 | \$8,000.00 | Sec LMC 15-1-120 |



Town of Lyons
Community Development Department
432 5th Ave.
Lyons, CO 80540
(303)823-6622
communitydevelopment@townoflyons.com

AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES/DEPOSITS (If Required)

This Agreement is entered between Dan Lee & Tracey Sobel as APPLICANT and THE TOWN OF LYONS, in consideration of the TOWN'S acceptance of APPLICANT'S application for the land use approval as further described below:

1. APPLICANT hereby represents that he/she/it is the owner of 100% of the real property for which this application is being processed or that 100% of the property owners have also signed this application. APPLICANT has submitted to the TOWN an application for approval of: Minor subdivision of 217 High St. Lyons Co 80540
2. APPLICANT acknowledges and understands that the Board of Trustees establishes a fee and deposit schedule for land use applications. The Agreement shall govern the payment of fees and deposits for processing applications.
3. The application shall not be accepted for processing unless the property owner(s) of record of the property included in the application sign(s) this Agreement.
4. A fee in the amount required by the Town sufficient to cover the internal and external costs of administration, processing, site visits, publication of notice and similar matters will be paid by the APPLICANT for processing the development application. An application fee of 500.00 and an escrow fee of \$1000.00, as required by resolution shall be paid to the Town prior to processing the application.
5. The applicant shall be required to pay all actual costs incurred by the Town for review of the application by consultants, including but not limited to engineering, surveying, legal and planning plus fifteen percent (15%) of such actual costs for the Town's administrative costs plus supplies. The Town may require a deposit from APPLICANT to offset the Town's costs for review prior to consideration of any application submittal pursuant to this Code. Subsequent deposits may be required when the initial deposits are eighty-five percent (85%) depleted. These deposits may exceed the total amount of fees collected using the standard schedule of fees. The Town shall not continue the processing of any application for which the APPLICANT has refused to deposit the funds to cover the Town's cost of review. Any funds deposited in excess of the standard fees remaining after paying the costs specified above shall be refunded to the APPLICANT. In the event of non-payment of fees, the Town shall have the right to file a legal action to collect any balance due to the Town plus its costs and attorney's fees against any or all persons signing this Agreement as APPLICANT. The Town may certify to the County Treasurer any amount due pursuant to this paragraph as a lien on the property for which the application is submitted to be due and payable with the real estate taxes for the Town if the APPLICANT does not pay such amount within (30) days of written request by the Town.

APPLICANT(S)/OWNER(S)-

(All Owners/Applicants must sign this application)

By: Dan Lee
As: Owner
Date: 10/25/24
Address: 1735 OAK AVE
Boulder CO 80304

By: Tracey Sobel
As: Owner
Date: 10/25/24
Address: 1735 OAK AVE
Boulder CO 80304

Issued By:



Attached to Policy Number:

**CO-FSTG-IMP-27306-1-16-
F0535257**

The effective Date of Policy is hereby changed from December 11, 2015 to November 27, 2024.

The Company hereby insures:

- (1) That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy.
- (2) That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: December 5, 2024

Countersigned By:

A handwritten signature in black ink that reads "Joseph A. Belongia".

Joseph A. Belongia
Authorized Officer or Agent



655 South Sunset Street, Suite A
Longmont, CO 80501
Phone: (303) 485-0076
Fax: (303) 633-7755

Daniel Lee and Tracey Sobel
217 High Street
Lyons CO 80540

Date: January 22, 2016

File Number: 515-F0535257-171-CS3
Property Address: 217 High Street, Lyons, CO 80540
Policy Number: CO-FSTG-IMP-27306-1-16-F0535257

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Fidelity National Title Company



Fidelity National Title Insurance Company

POLICY NO.: CO-FSTG-IMP-27306-1-16-F0535257

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;

27306 (6/06)

ALTA Owner's Policy (6/17/06)

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- (c) the subdivision of land; or
- (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

Countersigned by:

Skinner E. Wood

Authorized Signature



By:

Randy Quirk

Randy Quirk, President

Attest:

Michael Gravelle

Michael Gravelle, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written

instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

27306A (6/06)
ALTA Owner's Policy (6/17/06)

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Fidelity National Title Insurance Company**SCHEDULE A**

Name and Address of Title Insurance Company:

**Fidelity National Title Company
655 South Sunset Street, Suite A
Longmont, CO 80501**Policy No.: **CO-FSTG-IMP-27306-1-16-F0535257**Order No.: **F0535257-171-CS3**Address Reference: **217 High Street, Lyons, CO 80540**Amount of Insurance: **\$310,000.00**Date of Policy: **December 11, 2015 at 6:00 PM**

1. Name of Insured:

Daniel Lee and Tracey Sobel

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Daniel Lee and Tracey Sobel

4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

**Lots 4 and 5, except 10 feet reserved off rear of said lots for alley purposes, Block 16, Town of Lyons,
County of Boulder, State of Colorado**

27306A (6/06)
ALTA Owner's Policy (6/17/06)

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SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
2. All taxes and assessments for the year 2015 and subsequent years, a lien but not yet due or payable.
3. Reservations contained in the Patent

From: The United States of America
Recording Date: March 10, 1885
Recording No: [Book 59 at Page 326](#)

Which among other things recites as follows:

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Dan Lee & Tracey Sobel
1735 Oak Ave
Boulder, Co 80403
12/02/2024

Town of Lyons Zoning Board
Lyons, CO 80540

Subject: Variance Request for Subdivision of Lot at 217 High Street, Lyons, CO 80540

Dear Members of the Zoning Board,

I am writing to formally request a variance to subdivide my property located at 217 High Street, Lyons, Colorado, 80540. The property is currently a single parcel with a total area of 12,613 square feet. My proposal is to subdivide the lot into two parcels as follows:

- Lot 4A: 6,300 square feet
- Lot 5A: 6,313 square feet

This request arises due to the existing zoning regulations, 16-3-150(d)(2), which may not accommodate the proposed lot sizes. While I understand that zoning laws are in place to maintain consistency and uphold the public interest, I believe granting this variance is reasonable and aligns with the town's goals for land use and development.

Hardship Justification

The hardship in this case stems from the size and configuration of the current lot. The property's size exceeds typical lot dimensions in the area, making it underutilized in its current state. Subdividing the lot would allow for better utilization of the land while still maintaining lot sizes consistent with the character of the neighborhood. Denying this variance would impose unnecessary restrictions and limit the property's potential use.

Alignment with Zoning Intent

The proposed subdivision will not negatively impact the surrounding properties or the community. Both resulting lots, Lot 4A and Lot 5A, will remain appropriately sized for residential use and will be consistent with the scale of neighboring properties. Additionally, this subdivision would provide an opportunity for future housing, which aligns with Lyons' goals of maintaining a vibrant and sustainable community.

Public Interest

The variance will not impair the public health, safety, or welfare. Rather, it will enhance the neighborhood by promoting responsible development and potentially increasing housing availability. Furthermore, all improvements or developments on the subdivided lots will comply with applicable building codes and ordinances.

Conclusion

I respectfully request that the Zoning Board approve this variance to subdivide the lot at 217 High Street into two parcels of 6,300 square feet and 6,313 square feet, respectively. I believe this request satisfies the criteria for granting a variance and will contribute positively to the town of Lyons.

Thank you for your time and consideration. Please feel free to contact me at [your phone number] or [your email address] if you require additional information or documents.

Sincerely,
Dan Lee & Tracey Sobel
1735 Oak Ave
Boulder, Co 80304

◦

IMPROVEMENT SURVEY PLAT

LOTS 4 AND 5, BLOCK 16, TOWN OF LYONS, LOCATED IN THE SOUTHEAST
QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M.,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

Parcel Description

(PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY)
DEED RECORDED ON DECEMBER 11, 2015 AT REC. NO. 3490385

LOTS 4 AND 5, EXCEPT 10 FEET RESERVED OFF REAR OF SAID LOTS FOR
ALLEY PURPOSES,
BLOCK 16,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO.

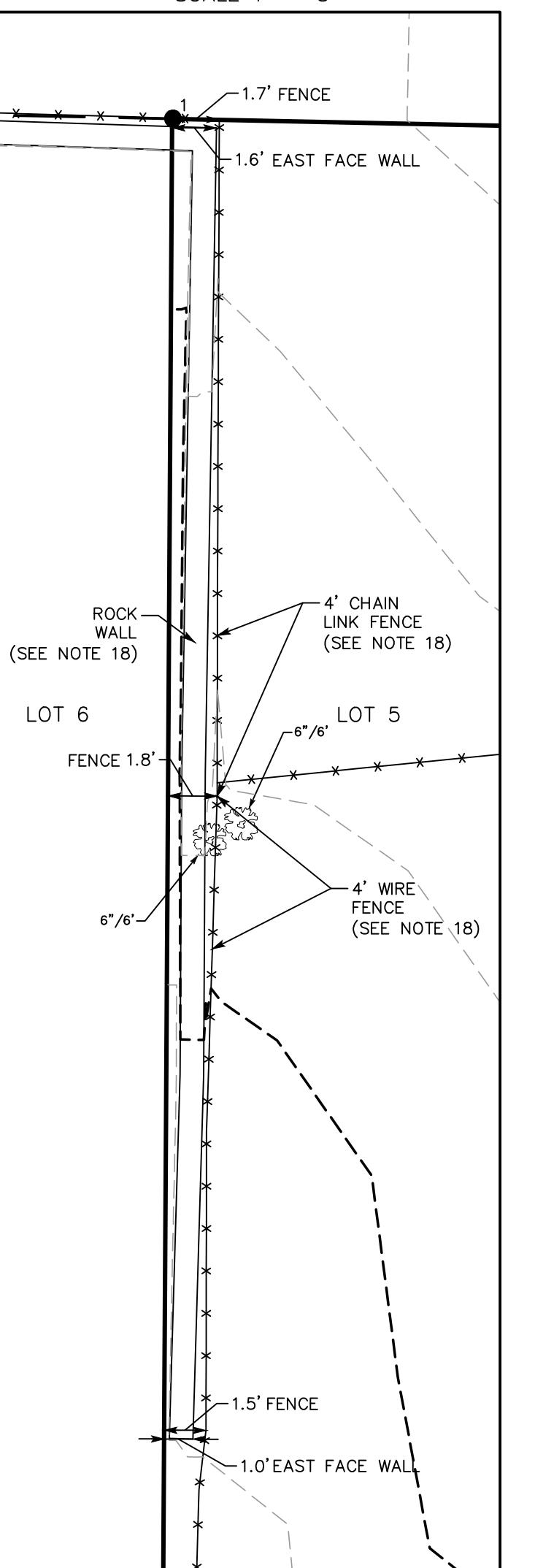
Legend

- FOUND MONUMENT AS DESCRIBED
- 1 FOUND NO. 6 REBAR WITH 2" ALUMINUM CAP, STAMPED "M JOHNSON 6716"
- 2 FOUND 3" STEEL PIPE
- 3 FOUND NO. 4 REBAR
- ⊕ FOUND BRASS TAG IN CONCRETE, "LS 6716"
- ◎ SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 38409"
- 1 SET 1" BRASS TAG "FLATSURV LS38409 2.0 W.C" AS 2-FOOT WITNESS CORNER
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (R) AS PER RECORD INFORMATION
- (P) AS PER THE PLAT OF MAP OF LYONS RECORDED MARCH 20, 1929 IN BOOK 4 AT PAGE 48 (SEE NOTE 14)

-  CONCRETE
-  EDGE OF ASPHALT
-  GRAVEL
-  FENCE
-  X"/X' DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
-  X"/X' CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
-  WATER LINE
-  WATER VALVE
-  ELECTRIC METER
-  LIGHT POLE
-  OVERHEAD UTILITY LINE
-  UTILITY POLE
-  GAS LINE
-  GAS METER
-  LOCATION OF BUILDING FINISHED FLOOR
-  CENTERLINE
- COV'D COVERED
- F.F.E FINISHED FLOOR ELEVATION
- CONC. CONCRETE

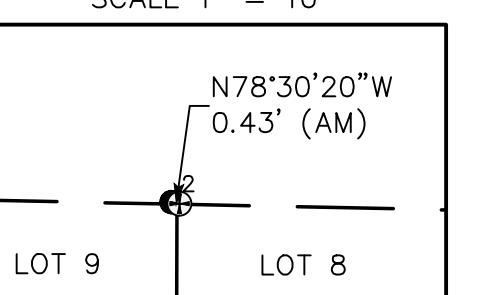
Detail 2

SCALE 1" = 5'



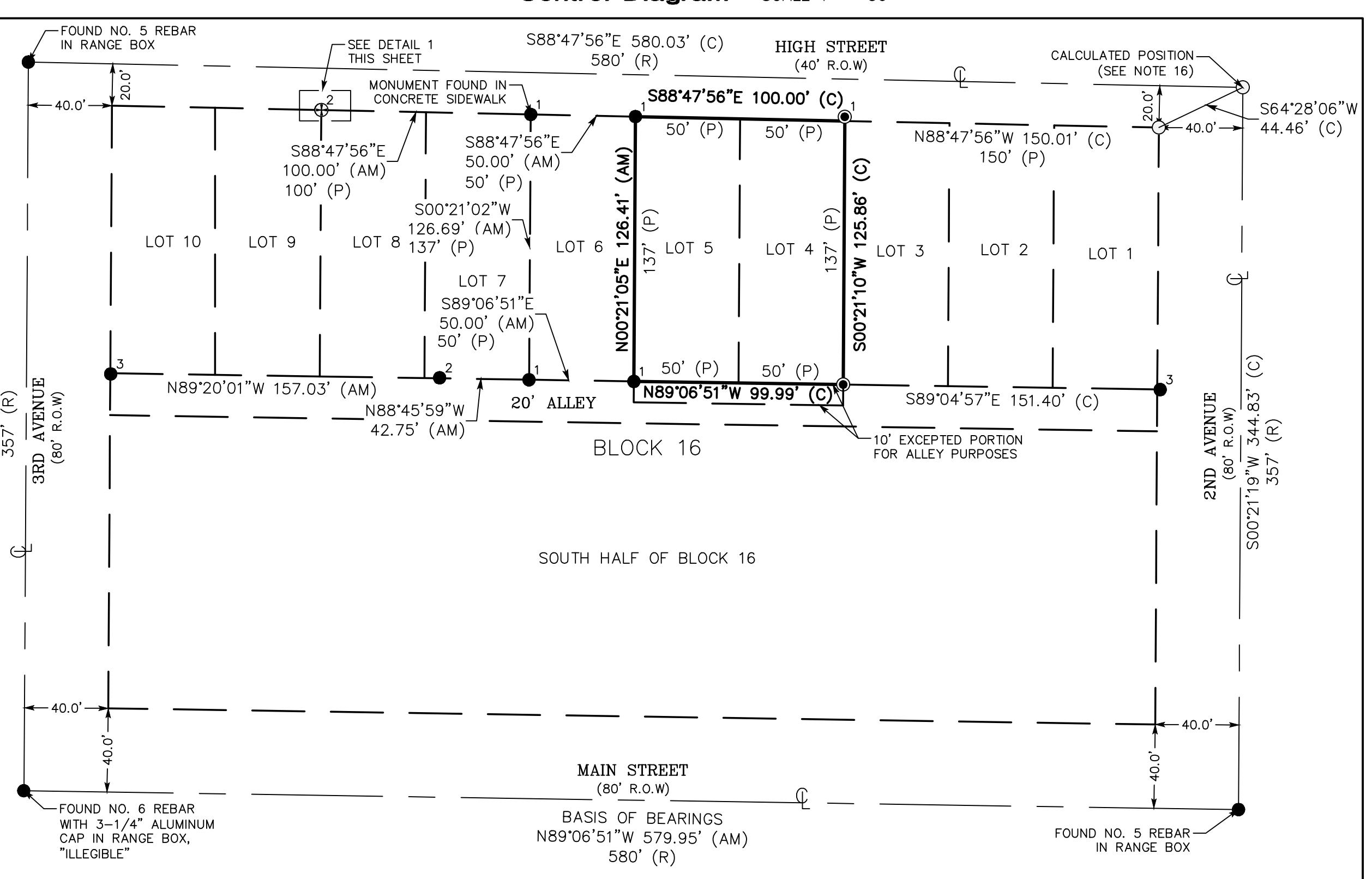
Detail 1

ALE 1" = 10'



Control Diagram SCALE 1" = 50'

SCALE 1" = 50'



Boundary Closure Report

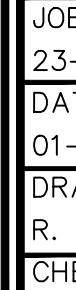
Boundary Closure Report

| | | |
|------------------------|-----------------|---------------------|
| COURSE: S88°47'56"E | LENGTH: 100.00' | |
| COURSE: S00°21'10"W | LENGTH: 125.86' | |
| COURSE: N89°06'51"W | LENGTH: 99.99' | |
| COURSE: N00°21'05"E | LENGTH: 126.41' | |
| | | |
| ERROR CLOSURE: | 0.00 | COURSE: S43°21'58"E |
| ERROR NORTH: | -0.000 | EAST: 0.000 |
| | | |
| PRECISION: 1 458888888 | | |

Survivor's Statement

Surveyor's Statement
I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO DANIEL LEE, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON JANUARY 3, 2024; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT", IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JESS J. KUNTZ COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

| | |
|---|--|
| Flatirons, Inc. | |
| <i>Land Surveying Services</i> | |
| www.FlatironsInc.com | |
|  | |
|  | |
| IMPROVEMENT SURVEY PLAT <i>PREPARED FOR</i> | |
| DANIEL LEE | |
| 3825 IRIS AVE, SUITE 395 BOULDER, CO 80301 (303) 443-7001 | |
| 655 FOURTH AVE LONGMONT, CO 80501 (303) 776-1733 | |
| 7000 N. BROADWAY, SUITE 209 DENVER, CO 80221 (303) 936-6997 | |
| REVISION 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - | |
| DATE - - - - - - - - - | |
| JOB NUMBER: 23-80,763 | |
| DATE: 01-11-2024 | |
| DRAWN BY: D. SLAGLE | |
| CHECKED BY: JJK/WW/BO | |
| SHEET 1 OF 1 | |

VAUGHAN MARILYNN L
PO BOX 1745
LYONS, CO
80540

VALERIE ROBERT STEPHEN II & FLORINE ELEANO...
PO BOX 1891
LYONS, CO
80540-1891

ENGELHORN CRAIG A & AMANDA MARIANA
PO BOX 375
LYONS, CO
80540

LEE DANIEL & TRACEY SOBEL
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BOULDER, CO
80304-1250

BINGLE SUSAN
PO BOX 1603
LYONS, CO
80540

TAYLOR MARK C
1135 CRESTMOOR DR
BOULDER, CO
80303

HEPPNER LINDSAY GORDON & PETER JOHN
PO BOX 663
LYONS, CO
80540

DEVENY SHIRLEY A
PO BOX 33
LYONS, CO
80540-0033

JOHNSON F L & LAVERNE M
PO BOX 9
LYONS, CO
80540-0009

SOBEL TRACEY P & DANIEL H LEE
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HOLLOWAY JOHN S
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80540-0863

ROOKEY JENNIFER DAWN & DANIELLE INEZ ZEIL...
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80540

PIPER TIMOTHY R & ARMENE H & CHARLES & LIN...
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80540-5015

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PO BOX 1874
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80540

HARKALIS MAXINE M & PETER N
PO BOX 46
LYONS, CO
80540-0046

HBD LLC
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BOULDER, CO
80304

JOSTES KARA EILEEN WHALEN & JOHN ROBERT
214 MAIN ST
LYONS, CO
80540

BRUZDZINSKI EDWARD M
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LYONS, CO
80540

JOHNSON LAVERN M ET AL
PO BOX 9
LYONS, CO
80540

213 OLD MAIN ST LLC
PO BOX 217
LYONS, CO
80540

RIBBLE ROBERT G
PO BOX 145
LYONS, CO
80540-0145

SHEELEY RAYMOND ALLEN
PO BOX 1452
LYONS, CO
80540

MARSHALL ANDREA
PO BOX 104
LYONS, CO
80540

PFAU BERNADETTE
PO BOX 986
LYONS, CO
80540

VIANELLIS INVESTMENTS V LLC
PO BOX 661
LYONS, CO
80540-0661

MOLFESE ORION
PO BOX 2556
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80540

RODMAN BENJAMIN W & JASMINE M LOK
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LYONS, CO
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630 3RD AVE LLC
465 RED GULCH RD
LYONS, CO
80540

BENNETT RICHARD H
PO BOX 281
LYONS, CO
80540-0611

KELLER NITA R
PO BOX 454
LYONS, CO
80540-1131

NACHT JOSHUA G REV TRUST
PO BOX 404
LYONS, CO
80540-0404

BRIDENBAUGH MATTHEW B &
CAROLYN M VIERTHALER
LYONS, CO
80540

LEWIS RUSSELL BENJAMIN BULLER
PO BOX 855
LYONS, CO
80540

WILLIAMS FAMILY REVOCABLE TRUST
33840 S GARCIA ST UNIT 667
PORT ISABEL, TX
78578-4349

DIMATTEO JOHN
208 MAIN ST
LYONS, CO
80540-5020

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80540

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LYONS, CO
80540-1538

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LYONS, CO
80540-1118

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LYONS, CO
80540-1920

GOUGE LIVING TRUST
PO BOX 602
LYONS, CO
80540

WEISS TIMOTHY & JACQUELINE
PO BOX 1936
LYONS, CO
80540

T AND T LIVING REVOCABLE TRUST
PO BOX 1522
LYONS, CO
80540

CHILSON DAVID A & KAREN L KAVNAR
PO BOX 594
LYONS, CO
80540

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BOULDER, CO
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LONGMONT, CO
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PO BOX 67
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